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Registration & Stamps Department

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Shri. Gokula Education Foundation (Medical)

Residing at BANGALORE

IBR Name: MALLESHWARAM (017)

For STATE BANK OF MYSORE

Authorized Agent to collect stamp duty
behalf of Government of Karnataka
Manager, Malleshwaram Branch

5 JUL 2006

AGREEMENT

This AGREEMENT made on this 5th day of July, 2006 by and between:

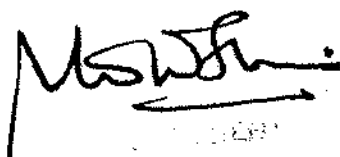
1. **KOLEJ UNIVERSITI TEKNOLOGI & PENGURUSAN MALAYSIA**, an University established under the laws of Malaysia and having its registered office at Block A, Jalan Equestrian, 13/52, off Jalan Persiaran Sukan, Seksyen 13, 40100 Shah Alam, Selangor Darul Ehsan, Malaysia and represented by its President and Vice Chancellor, Prof. Dato' Mohammed Shukri Ab. Yajid, hereinafter referred to as 'KUTPM'; and
2. **GOKULA EDUCATION FOUNDATION (MEDICAL)**, a public charitable trust registered under the Indian Trust Act and having its registered office at Gokula House, Gokula, Jalahalli Post, Bangalore - 560 054, India and represented by its Chairman of the Board of Trustees Mr. M.R.Jayaram, hereinafter referred to as 'GEFM'

A. WHEREAS KUTPM is an university established under the laws of Malaysia and is imparting education in the field of technology and health sciences since 2001 to the students from various part of the world in general and Malaysian students in particular; and

B. WHEREAS GEFM is running several educational institutions in its campus at Bangalore, imparting higher education in the field of health sciences since 1979 and is well known for the quality of education it imparts to the students; and

KUTPM HOLDINGS SDN BHD (452512-D)

For GOKULA EDUCATION FOUNDATION (MEDICAL)




CHAIRMAN

C. WHEREAS GEFM is running a medical college under the name and style of M.S.RAMIAH MEDICAL COLLEGE which is affiliated to Rajiv Gandhi University for Health Sciences and recognized by the Medical Council of India. The College is also recognized by the Malaysian Medical Council, GCM - UK, World Health Organisation etc.; and

D. WHEREAS KUTPM is intending to set up a medical college and offer under graduate course leading to MBBS degree and Post Graduate degrees and diplomas in the field of medical science; and

E. WHEREAS KUTPM after diligent search for a suitable institution having required expertise in the field of medical education, has approached GEFM, seeking its expertise to set up the medical college and also conduct the teaching programs for the students admitted by KUTPM at its campus in Bangalore; and

F. WHEREAS GEFM has agreed to offer its expertise in setting up the medical college and also carry out the teaching for the students of KUTPM at its Bangalore campus initially in accordance with the requirements of the Malaysian Medical Council leading to a MBBS degree; and

G. WHEREAS the Parties herein have discussed various terms and conditions of the arrangement for conducting the MBBS degree program and being desirous of reducing such terms and conditions into writing have entered into this Agreement.

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. It is hereby agreed that KUTPM and GEFM will collaborate in their endeavor to offer under graduate program leading to MBBS degree ("Program") to students of KUTPM in GEFM campus at Bangalore initially and such other programs the Parties herein may decide from time to time.

2. **OBJECTIVES:**

The main objective of this agreement is to facilitate offering of MBBS program in India on GEFM campus initially as an off-campus program of KUTPM in accordance with the curriculum approved by the Malaysian Medical Council and other statutory or regulatory bodies of the Government of Malaysia.

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For GOKULA EDUCATION FOUNDATION (GEFMA)


PRESIDENT


CHAIRMAN

3. **ROLES AND RESPONSIBILITIES OF THE PARTIES:**

It is hereby agreed that the roles and responsibilities of the Parties herein respectively shall be as set forth hereunder:

A. Roles and Responsibilities of KUTPM shall be to:

- (i) Obtain the necessary approval from Malaysian Medical Council for the conduct of the MBBS program
- (ii) Obtain permission from Malaysian Medical Council to conduct the MBBS program at GEFM campus as an off-campus program of KUTPM
- (iii) Obtain all other necessary approvals from Malaysian Medical Council and other Malaysian authorities for the Program
- (iv) Carry out marketing for recruiting or obtaining private as well as sponsored students
- (v) Appoint a Dean located in KUTPM campus, Malaysia who shall be responsible for general administrative matters and liaison with Malaysian Medical Council and other Malaysian authorities
- (vi) Award MBBS degree to the students passing the examinations conducted in accordance with the regulations of the Malaysian Medical Council and KUTPM
- (vii) Arrange for the resident training of the students who have completed and passed the MBBS degree in accredited hospitals in Malaysia.

B. Roles and responsibilities of GEFM shall be to:

- (i) Conduct the MBBS program at GEFM campus in Bangalore initially as an off-campus program of KUTPM in accordance with the approved curriculum of the Malaysian Medical Council
- (ii) Set up the necessary physical infrastructure for the academic program in compliance with the guidelines of MMC
- (iii) Provide teaching beds in the hospital run by GEFM in accordance with the guidelines of MMC
- (iv) Provide faculty and all other human resources required for the smooth conduct of the Program in accordance with the guidelines of MMC
- (v) Provide an Associate Dean for academic administration liaise who shall, (a) in respect of all academic matters relating to the Program report to the Dean in Malaysia and, (b) in respect of all other administrative matters relating thereto, report to the Chairman/Chief Executive of GEFM
- (vi) Arrange appropriate accommodation for the students sent or deputed by KUTPM to study at GEFM campus

- (vii) Comply with all norms prescribed by MMC and Medical Council of India
- (viii) Obtain various approvals required in accordance with the rules and regulations formulated by various authorities in India.

4. **GOVERNANCE AND ADMINISTRATION:**

(i) It is hereby agreed by the Parties herein that in order to facilitate smooth functioning of the operations connected with the MBBS program at the GEFM campus, a Governing Council shall be constituted which shall meet at least twice a year.

(ii) The Governing Council shall be responsible for framing of policies and guidelines for the smooth and successful conduct of the Program.

(iii) The Governing Council shall initially consist of the following members:

Chairman	-	President of KUTPM
Co-Chairman	-	Chairman of GEFM
Two members	-	nominated by GEFM
Two members	-	nominated by KUTPM

Provided That the Parties herein may by mutual agreement from time to time increase the number of members of the Governing Council. Every question or matter requiring a decision of the Governing Council shall be decided by consensus.

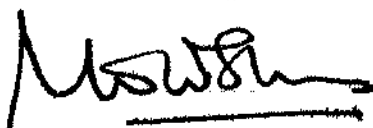
(iv) It is hereby agreed by the Parties herein that an administrative committee be set up to co-ordinate the day to day operation of the Program based on the policies and guidelines issued by the Governing Council.

(v) The Administrative Committee shall consist of the following:

Chairman	-	Dean
Secretary	-	Associate Dean
2 members	-	One member appointed by each of the Parties herein.

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FOR SORULA EDUCATION FOUNDATION (MEDICAL)


PRESIDENT

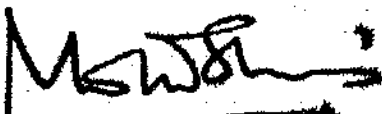

CHAIRMAN

5. **OWNERSHIP OF INTELLECTUAL PROPERTY RIGHTS:**

- (i) All Intellectual Property owned or controlled by a Party herein ("IP Owner") and made available for use in connection with the conduct and administration of the Program including (but not limited to) Intellectual Property in respect of administrative systems, academic and student record systems, operation manuals and course materials, shall remain the property of the IP Owner, who shall throughout the duration of this Agreement, keep the other Party informed from time to time of any transaction involving the licensing by the IP Owner of such Intellectual Property to any third party.
- (ii) All Intellectual Property Rights in respect of the curriculum for the Program which are jointly developed by the Parties herein shall belong jointly to the Parties herein as beneficial owners in common and any licensing of such Intellectual Property to any third party shall be made jointly by the Parties herein. For the avoidance of doubt, all Intellectual Property Rights in respect of any curriculum for the Program which are developed by a Party herein shall belong to that Party.
- (iii) Any information or data stored or kept in any media in connection with the conduct and administration of the Program shall vest in the Parties herein jointly as beneficial owners in common and such information or data shall be made available by the Party who owns the relevant media to the other Party herein on request.

6. **FEES AND OTHER CHARGES:**

- (i) Fees: It is hereby agreed that in consideration of GEFM undertaking to carry out the roles and responsibilities contained in this Agreement, KUTPM shall pay GEFM such sums as agreed upon mutually by the Parties herein from time to time in writing and hereinafter referred to as Fees.
- (ii) Payment Terms: KUTPM shall pay the Fees in respect of each of the students sent for participation in the MBBS program at the beginning of the academic session for the entire year. GEFM will impart the academic training only to the students in respect of whom the Fees have been received by it on or before the commencement of the academic session.


PRESIDENT


CHAIRMAN

- (iii) Fee Revisions: The Fee is subject to revision prior to the commencement of each batch and such revision shall be agreed upon between the Parties herein before the announcement calling for admissions into the Program for every academic session.
- (iv) KUTPM's Fee: KUTPM shall keep GEFM informed of the fees charged to the students by KUTPM and shall keep GEFM informed of any revision in KUTPM's fee structure.
- (v) Payment: Payment shall be made by way of wire transfer to the account of a designated bank as notified by GEFM from time to time.

7. **AUTHORITY; ENFORCEABILITY:**

Each party represents that it has the power and authority to make, execute, deliver and perform this Agreement and its obligations hereunder; that the execution, delivery and performance of this Agreement has been duly authorized by all necessary action; and that this Agreement (assuming the due authorization, execution and delivery hereof by the other party) constitutes the valid and legally binding obligations of such party enforceable in accordance with its terms, except as enforcement thereof may be limited by bankruptcy, insolvency, moratorium or similar laws affecting creditors' rights and subject to equitable principles.

8. **DURATION OF THE AGREEMENT:**

It is hereby agreed that duration of this Agreement shall be for a period of 10 (Ten) years unless otherwise terminated in accordance with the provisions contained in Clause 11 of this Agreement. The Parties herein may renew this Agreement for further periods which shall be in writing and on such terms and conditions to be decided by the Parties herein mutually.

9. **CONFIDENTIALITY:**

- (a) Each party agrees that it shall not use (other than in connection with the running of the program hereunder) or disclose to any third party (other than its own employees, contractors, consultants or agents who need to know such information for purposes of this Agreement) any Confidential Information (as herein defined) concerning students, methods, processes, or procedures or any other confidential, financial, or academic information of the other party which it learns during the course of this Agreement, without the prior written consent of such other party. Each party shall be responsible for any unauthorized

disclosure made by any of its employees, contractors, consultants and agents, and each party shall take appropriate action with respect to its employees, contractors, consultants and agents to ensure that the obligation of non-use and non-disclosure of Confidential Information under this Agreement can be fully satisfied.

(b) Confidential Information disclosed by either party to the other shall be protected by the recipient in the same manner and to the same degree (but in no event less than reasonable care) that the recipient protects its own Confidential Information. Each party shall disclose Confidential Information of the other party only to its directors, officers, employees or agents who reasonably need access to such Confidential Information in connection with the negotiation or performance of this Agreement, who have been made aware of the confidential nature of this Agreement and who have agreed not to disclose such Confidential Information.

(c) "Confidential Information" shall mean (i) this Agreement and any proposal by either of the Party to the other in connection with the conduct of the Program, and (ii) any other information in tangible form and clearly marked as confidential; provided, however, that if such information is not capable of marking, it shall be accompanied by a written notice setting forth a party's claim of its confidentiality. Confidential Information, however, shall not include such information that (i) is or becomes publicly available through no fault of the receiving party, (ii) is already lawfully in such party's possession without obligation of confidentiality, (iii) is independently developed by it, or (iv) is lawfully obtained from third parties. Any violations of the provisions of this Clause 8 may, in addition to any other remedies, be enforced through an injunction or other equitable relief.

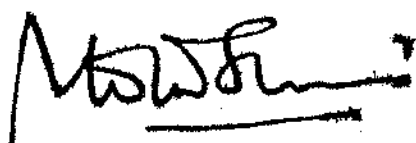
(d) This Section will not be violated by either party if disclosure of any Confidential Information is required by law, court order, or rules of procedure, or to enforce this Agreement or remedy any breach or alleged breach hereof; provided that, before making any such disclosure, the party obligated to disclose shall notify the other party and shall reasonably cooperate with that party at such party's expense in attempting to secure confidential treatment of the Confidential Information by the entity to which it is to be disclosed.


PRESIDENT


CHAIRMAN

10. **DEFAULT:**

- (i) Events of Default. An Event of Default shall mean –
- (a) the failure of KUTPM to make a payment as provided for in Clause 6 within ten (10) working days following the receipt of written notice from GEFM of KUTPM's failure to pay such amount by its due date;
 - (b) the failure of a party to cure, within fifteen (15) days following written notice to that party, a material breach of any representation, covenant, or obligation set forth in this Agreement (other than KUTPM's obligation to pay); or
 - (c) a party terminating or suspending its operations, becoming subject to any bankruptcy or insolvency proceeding under federal or state law, or becoming insolvent or subject to direct control by a receiver or similar authority.
- (ii) Termination upon Default. Upon an Event of Default, the non-defaulting party shall have the right, at any time, to terminate or suspend this Agreement. Such rights shall be in addition to any other rights or remedies to which the non-defaulting party may be entitled under this Agreement, at law, or in equity.
- (iii) Ongoing Obligations. The obligations of each party pertinent to the following shall survive the termination of this Agreement:
- (a) students enrolled for the program should be facilitated to complete their course of study or suitable alternative provision is made;
 - (b) confidentiality pursuant to Clause 9;
 - (c) any payments that are due GEFM pursuant to this Agreement at the time of such termination; and
 - (d) any payments that may become due GEFM pursuant to this Agreement subsequent to such termination.


PRESIDENT


CHAIRMAN

11.

TERMINATION:

Notwithstanding anything contained in Clause 10 herein above, either of the Parties may terminate this Agreement by a notice in writing giving clear time of twelve (12) calendar months and specifying the reasons for termination of the Agreement. Once a termination notice is issued, KUTPM shall not admit students for the new batch for study at GEFM campus. However, all the obligations of either of the Parties shall continue till the program in respect of the students already studying at GEFM campus is completed.

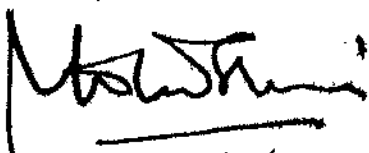
12.

DISPUTE RESOLUTION AND ARBITRATION:

- (a) Either party shall be entitled to declare a dispute relating to the provisions of this Agreement and shall thereupon notify the other party of its intention to invoke the following disputes procedure.
- (b) Any such dispute or difference shall in the first instance be referred to the Chairman of GEFM and President of KUTPM for determination. If the Chairman and President fail within one month of a reference to them to reach agreement and resolve the dispute or difference the same shall be finally settled by arbitration pursuant to the Clause 12 (c).
- (c) Any dispute that is not resolved informally through negotiation between the parties will be resolved by final and binding arbitration conducted in accordance with and subject to the Rules of Arbitration of the International Chamber of Commerce ("ICC") then applicable, as modified herein, and judgement upon the award rendered by the arbitrator may be entered in any court in Bangalore.
- (d) Either party may initiate an arbitration proceeding by filing a demand at the office of the ICC in Paris, France, but the arbitration proceedings shall be conducted Bangalore, India, or any other venue as may be mutually agreed between the Parties herein.
- (e) The parties shall request the ICC to appoint an arbitrator, and such arbitrator shall be a qualified lawyer, accountant or an educationist.

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For GOKULA EDUCATION FOUNDATION (MEDICAL)



PRESIDENT


CHAIRMAN

- (f) The arbitration shall be conducted in English, and the arbitrator shall prepare written findings of fact and conclusions of law, which shall be presented to the parties in the English language. The arbitrator shall render an award no later than six (6) months after the date of the last signature on the Terms of Reference or nine (9) months after the date of the initial request for arbitration is filed.
- (g) The arbitrator shall not add or detract from this Agreement, and in no event shall the arbitrator have jurisdiction or authority to issue an award in excess of any contractual limitation of liability as set forth herein or for punitive, exemplary, incidental, indirect, special or consequential damages, or other disallowed damages or claims under this Agreement.
- (h) The arbitration proceedings, the facts and circumstances giving rise to the arbitration and the terms and conditions of any arbitration award or settlement shall be strictly confidential. Neither party shall disclose such information for any reason without the prior written permission of the other party.
- (i) Judgement upon the award rendered by the arbitrator may be entered in any court in Bangalore or an application may be made to such court for a judicial acceptance of the award and an order of enforcement as the case may be.

13. **MISCELLANEOUS**

- (i) Assignment or Transfers. Neither this Agreement nor any rights or obligations hereunder shall be assigned, delegated, or otherwise transferred by KUTPM without the prior written consent of GEFM, and any such unauthorized transfer shall be null and void, except GEFM in its discretion may utilize the services of any of its affiliates to assist GEFM in fulfilling its obligations hereunder. This Agreement shall inure to and be binding upon the successors-in-interest of either party, whether direct or indirect.

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PRESIDENT

For GOKULA EDUCATION FOUNDATION (MEDICAL)


CHAIRMAN

- (ii) Entire Agreement; Modification: This Agreement constitutes the entire agreement between KUTPM and GEFM, superseding all previous communications and negotiations, whether written or oral. No modification of this Agreement shall be binding unless it is in writing and executed by an authorized representative of KUTPM, and GEFM. Without limiting the generality of the foregoing, no terms set forth on any purchase order or like document shall modify, supplement or otherwise amend the terms set forth in this Agreement, and any such terms shall have no force or effect.
- (iii) Invalid Provisions. If any part or parts of this Agreement are held to be invalid, the remaining parts of this Agreement shall continue to be valid and enforceable as to the parties hereto.
- (iv) Notices. Any notice or other communication under this Agreement shall be delivered personally, or by facsimile or other electronic means, or sent by registered or certified mail, postage prepaid, addressed as follows:

If to KUTPM:

KOLEJ UNIVERSITI TEKNOLOGI & PENGURUSAN
MALAYSIA

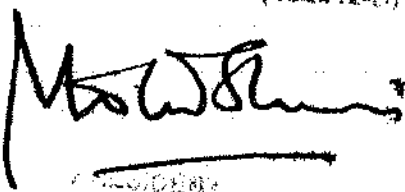
Block A, Jalan Equestrian 13/52,
Off Jalan Persiaran Sukan,
Seksyen 13,
40100 Shah Alam,
Selangor Darul Ehsan, Malaysia

Attention: Prof. Dato' Mohd. Shukri Ab Yajid
Telefacsimile: (603) 5510-6868

If to GEFM:

GOKULA EDUCATION FOUNDATION (MEDICAL)
Gokula House,
Gokula,
Jalahalli Post,
Bangalore - 560 054
Tel : (091) 080-2360 2497

KUTPM HOLDINGS SON BHD (452512-D)



For GOKULA EDUCATION FOUNDATION (MEDICAL)



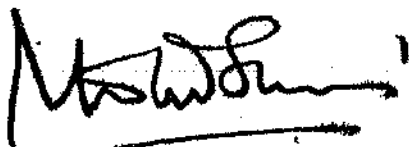
CHAIRMAN

or to any other address as either party may designate by notice to the other party. Notice given by facsimile or other electronic means shall promptly be confirmed by registered or certified mail or overnight carrier. Notice shall be deemed to be received two (5) days following the date of mailing registered by air mail, provided such notice is properly addressed and sufficient postage is affixed thereto, or the actual date of receipt, whichever is earlier.

- (v) Force Majeure. If performance by any Party of its roles and responsibilities or any other obligation under this Agreement is prevented, restricted, delayed, or interfered with by reason of causes beyond its reasonable control, including, but not limited to, natural disasters, governmental actions, floods, fires, wars or civil disturbances, transportation or telecommunications problems, or by reason of acts or omissions of the other Party herein, its directors, officers, employees, or agents, then that Party shall be excused from such performance to the extent of such prevention, restriction, delay, or interference.
- (vi) Governing Law. This Agreement shall be governed by, construed, and enforced in accordance with the substantive laws of the Republic of India without reference to, or application of, its conflict of law principles.
- (vii) Publicity: Each party will submit to the other all advertising and other publicity matters relating to this Agreement in which the other party's name or mark is mentioned or language from which the connection of said name or mark may be inferred or implied, and will not publish or use such advertising or publicity matters without the express written approval of the other party (not to be unreasonably withheld). Notwithstanding the foregoing, either Party herein ("First Party") may, without the prior consent of the other Party ("the Second Party"), use the Second Party's name and mark on the First Party's reference lists, in the First Party's limited announcement letters and in press releases.

KUTPM HOLDINGS SON BMD (452510)

For SOKULA EDUCATION FOUNDATION (MEDICAL)



PRESIDENT



CHAIRMAN

- (viii) Headings: The titles of the sections, articles, paragraphs of this Agreement are solely for the convenience of the parties and shall not be used to explain, modify, simplify, or aid in the interpretation of the provisions of this Agreement.
- (ix) Expenses: Either party shall have the right to collect from the other party its reasonable expenses incurred in enforcing this Agreement, including, to the extent permitted by law, attorneys' fees and court or arbitration costs.
- (x) Waiver or Failure to Act. The waiver or failure of either party to exercise in any respect any right provided for such party herein shall not be deemed a waiver of any further right hereunder.
- (xi) Incorporation of Exhibits and Supplemental Agreements: This Agreement shall be deemed to have incorporated by reference all of the Exhibits and Supplemental Agreements referred to herein to the same extent as if such Exhibits and Supplemental Agreements were fully set forth herein. Each reference herein to "this Agreement" shall be construed to include each such Exhibit or Supplemental Agreement. Notwithstanding the prior sentence, in the event of any conflict between the terms set forth in this Agreement (without reference to or inclusion of the Exhibits and Supplemental Agreements) and any Exhibit or Supplemental Agreement, the terms set forth in this Agreement (without reference to or inclusion of the Exhibits or Supplemental Agreement) shall prevail and take precedence.

KUTPM HOLDINGS SDN BHD (452512-D)

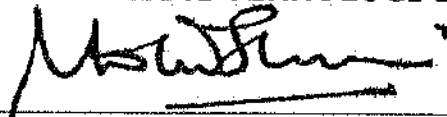
FOR BOKULA EDUCATION FOUNDATION (MEDICAL)



PRESIDENT


CHAIRMAN

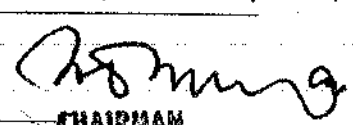
IN WITNESS WHEREOF, the Parties Herein have caused their authorized representatives to execute this Agreement in duplicate as of the day and year first above written.

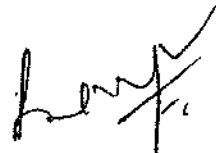
KOLEJ UNIVERSITI TEKNOLOGI & PENGURUSAN MALAYSIA

By: 
Name: Prof. Dato' Mohd. Shukri Ab Yajid
Title: President
Date: 12-07-2006


Prof. Dr. Asbi B. Ali
Dean
School of Health Sciences
University College of Technology & Management

GOKULA EDUCATION FOUNDATION (MEDICAL)

By: For GOKULA EDUCATION FOUNDATION (MEDICAL)
Name: M.R.Jayaram
Title: Chairman
Date: 05-07-2006

CHAIRMAN


B.N. SUBRAMANYA

B.N. SUBRAMANYA & CO.
CHARTERED ACCOUNTANTS
OLD No. 151/1, NEW No. 114,
8th MAIN, 11th CROSS,
MALLESWARAM, B'LORE-3

**ACADEMIC EXCHANGE AND CO-OPERATION AGREEMENT BETWEEN
DHOFAR UNIVERSITY (OMAN) AND GOKULA EDUCATION FOUNDATION
(MEDICAL)**

The Dhofar University (OMAN), P O Box : 2509, Postal Code :211 Salalah, Sultanate of Oman
represented by Dr. Hassan Said Kashoob, on the one hand

and

The Gokula Education Foundation (Medical),MSRIT Post, MSR Nagar, Bangalore - 560054 ,
represented by Dr. M.R. Jayaram, Chairmān, on the other hand,

the following has been agreed, this day the 30th August, 2013 at Bangalore

Article 1. Purpose of this agreement

The purpose of this agreement is to further academic exchange and co-operation between the participating institutions, i.e. the Dhofar University (OMAN) and the Gokula Education Foundation (Medical), Bangalore India

Article 2. Forms of co-operation

The forms of co-operation which are envisaged are:

1. Student exchange,
2. Staff exchange
3. Scientific cooperation and/or
4. Quality assurance and innovation in teaching

Article 2.1. Student exchange

The participating institutions agree to exchange students with the ambition to award degrees.

Article 2.2. Staff exchange

The participating institutions will exchange staff members for short periods of time. The purpose of this exchange is to allow staff members to participate both in the teaching and the research projects of the other institution. To this end, the participating institutions will exchange lists of staff members who are interested in such exchanges.

Article 2.3. Scientific co-operation

The participating institutions will cooperate scientifically, inter alia by exchanging information concerning current research projects, by promoting contacts between researchers who are active in the same disciplines, especially staff members preparing doctoral dissertations, by promoting common research projects.

Article 2.4. Quality assurance and innovation in teaching

The participating institutions will cooperate in the field of quality assurance and innovation in teaching.

Article 3. Financial arrangements

This agreement does not result in financial commitments from either of the two parties.
Such commitment of funds will require an additional agreement.



Article 4.

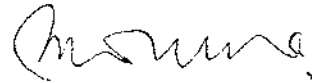
1. The present agreement will take effect when signed by both parties and can be terminated by either party with one year's notice.
2. This agreement may be complemented with annexes concerning specific forms of exchange.
3. These annexes may be proposed and signed at a later date. Once they are signed by both parties, they are considered an integrated part of this agreement.
4. This agreement may be modified by mutual consent at the request of either party.
5. This agreement exists in two English copies.

For the Dhofar University (OMAN)

For the Gokula Education Foundation
(Medical)



Dr. Hassan Said Kashoob, PhD
Vice Chancellor



Dr. M.R. Jayaram
Chairman

9

**ACADEMIC EXCHANGE AND CO-OPERATION AGREEMENT BETWEEN
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The participating institutions will exchange staff members for short periods of time. The purpose of this exchange is to allow staff members to participate both in the teaching and the research projects of the other institution. To this end, the participating institutions will exchange lists of staff members who are interested in such exchanges.

Article 2.3. Scientific co-operation

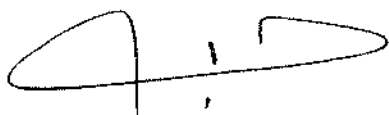
The participating institutions will cooperate scientifically, inter alia by exchanging information concerning current research projects, by promoting contacts between researchers who are active in the same disciplines, especially staff members preparing doctoral dissertations, by promoting common research projects.

Article 2.4. Quality assurance and innovation in teaching

The participating institutions will cooperate in the field of quality assurance and innovation in teaching.

Article 3. Financial arrangements

This agreement does not result in financial commitments from either of the two parties.
Such commitment of funds will require an additional agreement.

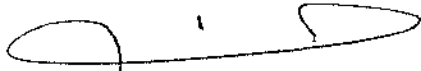


Article 4.

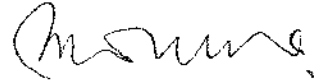
1. The present agreement will take effect when signed by both parties and can be terminated by either party with one year's notice.
2. This agreement may be complemented with annexes concerning specific forms of exchange.
3. These annexes may be proposed and signed at a later date. Once they are signed by both parties, they are considered an integrated part of this agreement.
4. This agreement may be modified by mutual consent at the request of either party.
5. This agreement exists in two English copies.

For the Dhofar University (OMAN)

For the Gokula Education Foundation
(Medical)



Dr. Hassan Said Kashoob, PhD
Vice Chancellor



Dr. M.R. Jayaram
Chairman

**ACADEMIC EXCHANGE AND CO-OPERATION AGREEMENT BETWEEN
RUSSIAN ACADEMY OF NATIONAL ECONOMY AND PUBLIC SERVICE UNDER
THE PRESIDENT OF THE RUSSIAN FEDERATION
AND
THE GOKULA EDUCATION FOUNDATION (MEDICAL)
BANGALORE**

Between

The Russian Academy of National Economy and Public Service under the President of the Russian Federation , represented by Prof. Dr. Alexander Shalumov, Managing Chair of Information Technology, Vladimir Chapter,
On the one hand

And

The Gokula Education Foundation (Medical) represented by Dr. M. R. Jayaram,
Chairman, on the other hand,

The following has been agreed:

Article 1. Purpose of this Agreement

The purpose of this agreement is to further academic exchange and co-operation between the participating institutions, i.e., the Russian Academy of National Economy and Public Service under the President of the Russian Federation and the Gokula Education Foundation (Medical).

Article 2. Forms of co-operation

The forms of co-operation which are envisaged are:

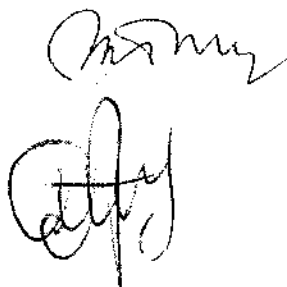
1. Student exchange,
2. Staff exchange,
3. Scientific co-operation and / or
4. Quality Assurance and innovation in teaching

Article 2.1. PhD Student exchange

The participating institutions agree to exchange Post Graduate students, with the ambition to award joint or double degrees. Each such project will be the subject of an individual Agreement.

Article 2.2. Staff exchange

The participating institution will exchange staff members for short period of time. The purpose of this exchange is to allow staff members to participate both in the teaching and the research projects of the other institution. To this end, the participating institutions will exchange lists of staff members who are interested in such exchanges.



Article 2.3. Scientific co-operation

The participating institutions will cooperate scientifically, inter-alia by exchanging information concerning current research projects, by promoting contacts between researchers who are active in the same disciplines, especially staff members preparing doctoral dissertations, by promoting common research projects.

Article 2.4. Quality Assurance and innovation in teaching

The participating institutions will cooperate in the field of Quality Assurance and innovation in teaching.

Article 3. Financial agreements

This Agreement does not result in financial commitments from either of the two parties. Such commitment of funds will require an additional Agreement.

Article 4.

1. The present Agreement will take effect when signed by both parties and can be terminated by either party with one year's notice.
2. This Agreement may be complemented with annexes concerning specific forms of exchange.
3. These annexes may be proposed and signed at a later date. Once they are signed by both parties, they are considered an integrated part of this Agreement.
4. This Agreement may be modified by mutual consent at the request of either party.
5. This Agreement exists in two English copies.

Executed in Bangalore on June 15, 2013

For the Russian Academy of National
Economy and Public Service under the
President of the Russian Federation



Prof. Dr. A. Shalumov
Managing Chair of Information
Technology
Vladimir Chapter

For the Gokula Education Foundation
(Medical)



M.R. Jayaram
Chairman

**MEMORANDUM OF UNDERSTANDING
FOR THE DEVELOPMENT OF ACADEMIC COOPERATION**

Between

**CURTIN UNIVERSITY OF TECHNOLOGY,
Perth, Western Australia
(trading as Curtin University)**

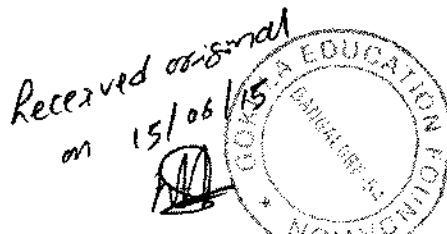
And

**GOKULA EDUCATION FOUNDATION
(ENGG. & SCIENCE)
(M.S.Ramaiah Institute of Technology &
M.S.Ramaiah Institute of Management)**

**GOKULA EDUCATION FOUNDATION
(MEDICAL)
BANGALORE, INDIA**

In furtherance of their mutual interests in the field of education and as a contribution to increased international cooperation, Curtin University of Technology, trading as Curtin University and Gokula Education Foundation (ENGG. & SCIENCE) herein after referred to as GEF (ENGG & SCIENCE) and Gokula Education Foundation (MEDICAL) herein after referred to as GEF (M) have agreed that:

1. The three institutions will:
 - i) cooperate in the exchange of information relating to their scholarly activities in fields of mutual interests;
 - ii) promote appropriate joint scholarly activities, with particular emphasis on internationally funded projects;
 - iii) endeavour to encourage students and staff to spend periods of time in the host institution. The exchange of students will be dependent upon the execution of a formal Student Exchange Agreement mutually agreed between the parties in writing prior to commencement of this activity;
 - iv) conduct cultural projects, as mutually agreed in writing between the parties, prior to commencement of this activity;
 - v) conduct study tours, as mutually agreed in writing between the parties, prior to the commencement of this activity;
 - vi) provide Study Abroad opportunities at undergraduate and graduate level as mutually agreed in writing between the parties prior to the commencement of this activity.
2. The aim of the Memorandum of Understanding shall be to achieve a broad balance in the respective contributions and benefits of the collaboration, and this shall be subject to periodic review by both Institutions.

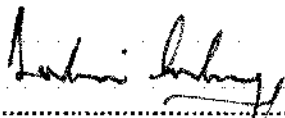


3. The coordinators from the three institutions will prepare an annual joint report on activities in the areas of cooperation under this Memorandum of Understanding.
4. In the implementation of specific cooperative programs, a written agreement covering all relevant aspects including funding and the obligations to be undertaken by each party will be negotiated, mutually agreed and formalised in writing, prior to the commencement of the program.
5. Each party undertakes to respect the confidentiality of the other party's confidential information. Each party is to treat all confidential information owned by the other party which is specifically designated as confidential information in writing as confidential, and shall not disclose or permit the same to be disclosed to a third party without the written authorisation of the owner of that confidential information. Curtin may request the parties to enter into a confidentiality deed prior to the disclosure of confidential information.
6. This Memorandum of Understanding will take effect from the date of its signing and shall be valid for a period of five years from that date unless sooner terminated, revoked or modified by mutual written agreement between the parties, and may be extended by mutual written agreement.

Any party may terminate the Memorandum of Understanding at any time during the term by the provision of three months written notice to the other parties.

7. SIGNATURES


Signed for and on behalf of
**Gokula Education Foundation
 (ENGG & Science)**



.....
 Chief Executive GEF (Engg & Science)

Date: 15 June 2015

Signed for and on behalf of
Curtin University of Technology

 (SIMON WINGFIELD)

.....
 Acting Deputy Vice-Chancellor International

Date: 03/06/15

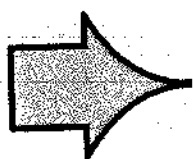
Signed for and on behalf of
**Gokula Education Foundation
 (Medical)**



**D.V. GURUPRASAD
 CE, GEF(M)**

.....
 Chief Executive GEF (M)

Date: 15th June 2015



Curtin University

And

Gokula Education Foundation (Engg. & Science)

Contact Information for Memorandum of Understanding

<u>Name of Institution & Contact Details</u>	<u>Level of Cooperation</u>	<u>Type of Cooperation</u>
<p>Institution Name: M S Ramaiah Institute of Technology, Address: M.S.R. Nagar, MSRIT Post, Bangalore-560054</p> <p>Principal: Dr.S.Y.Kulkarni</p> <p>Contact Person: Dr Shalini Kapoor Mehta Position: Head of International Affairs Address: Administrative Block, New BEL Road, MSRIT Post, Bangalore-560054 Telephone: +91 80 23605409 Fax: +91 80-23605541 E-mail: drshalini.drp@gmail.com</p>	<p><u>Curtin</u></p> <p><input type="checkbox"/> School level only Specify:</p> <p><input type="checkbox"/> Faculty Specify:</p> <p><input checked="" type="checkbox"/> University wide</p> <hr/> <p><u>M.S. Ramaiah Institute of Tech., Bangalore / M.S. Ramaiah Institute of Management</u></p> <p><input checked="" type="checkbox"/> Faculty: Engineering & Management</p> <p><input type="checkbox"/> University wide</p>	<p><input checked="" type="checkbox"/> Academic Cooperation</p> <p><input type="checkbox"/> Other:</p>
<u>Curtin's Initiating Academic School / Faculty & Contact Details</u>	<u>Curtin's Additional School / Faculty & Contact Details</u>	<u>Comments</u>
<p>Contact Name: Professor Syed Islam</p> <p>Faculty: Science and Engineering</p> <p>Address: Kent Street, Bentley, Perth, Western Australia 6102</p> <p>Position: Dean International Telephone: +61 8 9266 2566 E-mail: s.islam@curtin.edu.au</p>	<p>Contact Name: Saba Amanuel</p> <p>Faculty/School: Curtin International</p> <p>Address: Kent Street, Bentley, Perth, Western Australia 6102</p> <p>Position: International Agreement Officer Telephone: + 61 8 9255 1005 E-mail: saba.amanuel@curtin.edu.au</p>	

And

Gokula Education Foundation (Medical)

Contact Information for Memorandum of Understanding

<u>Name of Institution & Contact Details</u>	<u>Level of Cooperation</u>	<u>Type of Cooperation</u>
<p>Institution Name: Gokula Education Foundation (Medical) Address: Administrative Block, New BEL Road, MSRIT Post, Bangalore-560054</p> <p>Chief Executive: Dr. D. V Guruprasad</p> <p>Contact Person: Dr Shalini Kapoor Mehta Position: Head of International Affairs Address: Administrative Block, New BEL Road, MSRIT Post, Bangalore-560054 Telephone: +91 80 23605409 Fax: +91 80-23605541 Email:gef_medical@hotmail.com drshalini.drp@gmail.com</p>	<p><u>Curtin</u> <input type="checkbox"/> School level only Specify:</p> <p><input type="checkbox"/> Faculty Specify:</p> <p><input checked="" type="checkbox"/> University wide</p> <p><u>GEF (Medical)</u> <input type="checkbox"/> School level only Specify:</p> <p><input checked="" type="checkbox"/> Faculty Specify: Medical</p> <p><input type="checkbox"/> University wide</p>	<p><input checked="" type="checkbox"/> Academic Cooperation</p> <p><input type="checkbox"/> Other:</p>
<u>Curtin's Initiating Academic School / Faculty & Contact Details</u>	<u>Curtin's Additional School / Faculty & Contact Details</u>	<u>Comments</u>
<p>Contact Name: Professor Celia Cornwell</p> <p>Faculty: Health Sciences</p> <p>Address: Kent Street, Bentley, Perth, Western Australia 6102</p> <p>Position: Dean International Telephone: +61 8 9266 9297 E-mail: c.cornwell@curtin.edu.au</p>	<p>Contact Name: Saba Amanuel</p> <p>Faculty/School: Curtin International</p> <p>Address: Kent Street, Bentley, Perth, Western Australia 6102</p> <p>Position: International Agreement Officer Telephone: + 61 8 9255 1005 E-mail:saba.amanuel@curtin.edu.au</p>	

Received 10-11-17 - 15-11-18

Prof. Savita Ravindra, Head Physiotherapy
Ramaiah Medical College
MS Ramaiah Nagar
MSRIT Post
Bangalore 560054 India

Rein Reynebeau/Elisabeth Velle

E Non-Erasmusagreements@ugent.be
T +32 9 264 70 17
F +32 9 264 31 31

Het Pand
Onderbergen 1
B-9000 Ghent
Belgium

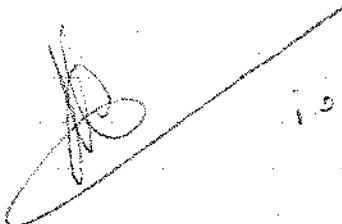
www.ugent.be

DATE PAGE
21 December 2017 1/1

Dear Professor Savita Ravindra,

Herewith you can find one copy of the 'Cooperation Agreement' between Gokula Education Foundation Bangalore and Ghent University, duly signed by our rector for your records.

Kind regards,



Rein Reynebeau/Elisabeth Velle
International Relations Office Ghent University



Cooperation Agreement

between

Gokula Education Foundation (Medical) Bangalore.

and

**Ghent University
Faculty of Medicine and Health Sciences**

In accordance with a mutual desire to promote international academic, cultural and scientific exchange, Ghent University, Faculty of Medicine and Health Sciences (Belgium) and Gokula Education Foundation (Medical) Bangalore, MS Ramaiah Memorial Hospital (India) enter into this Cooperation Agreement.

Both institutions, for the purpose of furthering cooperation through both educational and academic exchanges, hereby affirm their intent to promote such exchanges as will be of mutual benefit to their institutions. Educational and academic exchanges are considered here to include but not be limited to:

- Development of mutually beneficial academic programmes and courses;
- Exchange of academic staff and research assistants for the purpose of teaching and research;
- Exchange of students for study and research;
- Reciprocal assistance for visiting academic staff and students;
- Exchange of documentation, pedagogical information and research materials.

Both parties decide by mutual consent that all the financial agreements will have to be negotiated and will depend on the availability of funds.

A. Student exchange

Both parties hereby agree that:

1. Each Institution may in principle nominate not more than 12 undergraduate or graduate students for exchange each year.
2. However, this number may vary in any given year provided a balance of exchanges is attained over the term of the agreement.
3. While nominees will normally be accepted for exchange by the host university, the host university reserves the right to review the applications of nominees and make final decisions concerning admission.
4. A selected student may study for a period of 1 to 12 months at the host university.
5. Exchange students will not pay examination, matriculation and tuition fees to the host institution, but shall pay these to the home institution as per the usual regulations of the home institution.
6. Any academic credit received in the course of the program at the host institution may be transferred to the home institution in accordance with the appropriate regulations of the home institution.
7. Each host institution will issue appropriate documents for each accepted nominee for the issuance of a student visa, in accordance with current national laws. It is the responsibility of each individual student to obtain a student visa in their home country in a timely manner.
8. The student will provide his or her own health, accident, repatriation and civil liability insurance.

B. Staff exchange

Both parties hereby agree that:

1. Both parties agree to support the exchange during each academic year of maximum 2 professors or members of scientific staff from each university.
2. However, this number may vary in any given year provided a balance of exchanges is attained over the term of the agreement.
3. Each host institution will issue appropriate documents for each visiting staff member for the issuance of a visa, in accordance with current national laws. It is the responsibility of each individual staff member to obtain a visa in their home country in a timely manner.

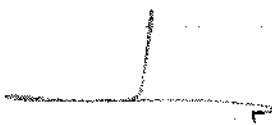
C. Scientific research

1. Details of each research program or research project shall be arranged by mutual consent by the relevant departments, centres, etc, of both parties subject to the approval of the higher authorities of each party.
2. Relevant academic materials, technical information including research reports, periodicals, etc. and other information available to each party shall be exchanged between parties.
3. All information and/or data that may be exchanged, acquired and shared in connection with the areas of cooperation between both parties pursuant to this Cooperation Agreement shall be treated strictly confidential and shall not under any circumstances be divulged by the receiving party unless and otherwise such information has already been in public domain.
4. Any cost and expenses that may be incurred by jointly performing research programs and research activities shall be negotiated and agreed upon to the satisfaction of both parties before starting such programs and activities.

For Ghent University, Prof Hilde Van Waelvelde (Faculty of Medicine and Health Sciences) will be the academic staff member responsible for the Cooperation Agreement. For Gokula Education Foundation (Medical) Bangalore. MS Ramaiah Memorial Hospital (India), this will be Prof

This Cooperation Agreement as well as succeeding plans concerning the concrete proposals of cooperation, shall be effective after approval of the terms of the agreement by the appropriate authorities of the universities. It will remain in effect for a period of 5 years. Thereafter, it will be reviewed and can be amended or renewed as agreed by both parties.

For Ghent University

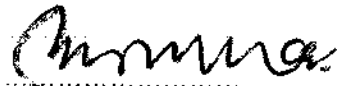


Prof. Dr. Rik Van de Walle
Rector

Date: 25/12/2017

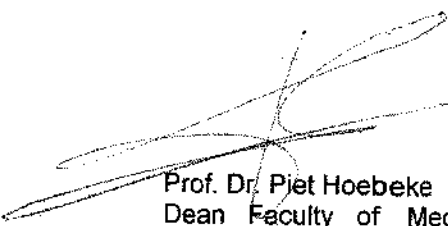


For Gokula Education Foundation
(Medical) Bangalore (India)



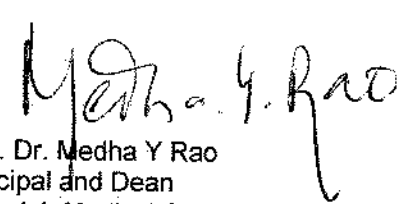
Chairman

Date: 16/11/17



Prof. Dr. Piet Hoebeke
Dean Faculty of Medicine and Health
Sciences

Date: 1/12/17



Prof. Dr. Medha Y Rao
Principal and Dean
Ramaiah Medical College & Hospitals

Date: 16/11/2017

PRINCIPAL AND DEAN
MS. Ramaiah Medical College
& Hospital
Bangalore - 560 075



सत्यमेव जयते

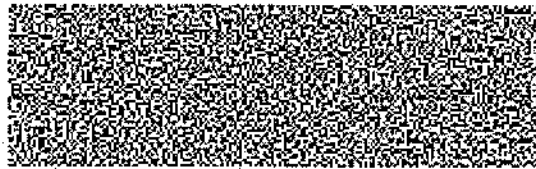
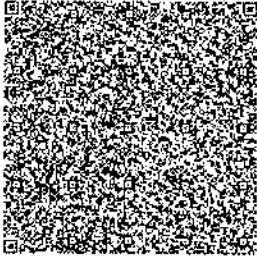
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Government of Karnataka

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Jb
 AUTHORISED SIGNATORY
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Please write or type below this line

MEMORANDUM OF UNDERSTANDING
 BETWEEN
 INDIAN INSTITUTE OF SCIENCE, BANGALORE

Jb

M. S. Rao

Statutory Alert:

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



a Trust governed by the Charitable Endowments Act, 1890, a centrally funded Technical Institution, a deemed University and an autonomous body funded by Ministry of Human Resource Development, Government of India, having its registered office at Sir C.V. Raman Road, Malleswaram Bangalore – 560 012, represented by its Registrar (hereinafter referred to as "IISc", which expression shall wherever the context requires or admits, unless repugnant thereto, mean and include its administrators, executors, trustees, successors-in-interest and permitted assigns) of the ONE PART;

AND

RAMAIAH MEDICAL COLLEGE AND HOSPITALS, BANGALORE

Medical college established 1979 by Gokula Education Trust established on 07.03.1980, under the act The Indian Trust Act, 1882 is represented by its Principal and Dean, (hereinafter referred to as "RAMAIAH", which expression shall wherever the context requires or admits, unless repugnant thereto, mean and include its administrators, executors, trustees, successors-in-interest and permitted assigns) of the SECOND PART;

FOR

COLLABORATION ON RESEARCH, TRAINING, INNOVATION AND ACADEMIC PROGRAMMES

Institute Coordinators

1. IISc, Bangalore – Prof. G. K. Ananthasuresh, Chair, BioSystems Science and Engineering, Indian Institute of Science, C, V. Raman Road, Bengaluru, 560012.
2. Ramaiah Medical College- Dr. B.S. Nandakumar, Head-Division of Research and Patents, Associate professor Department of Community Medicine, Ramaiah Medical College and Hospital, MSRIT Post, Bengaluru-560054.



Metha Y. Rao

"IISc" and "Ramaiah" shall be individually referred to as "Party" and collectively referred to as "Parties or Institutes" under this MoU.

Recital:

This MOU sets down the mutually agreed broad framework for collaborating on academic programmes, research partnerships and for supporting R&D efforts through innovation, entrepreneurship and training in various fields of common interest related to bringing Science and Engineering results to society. It incorporates the modalities for collaboration on these and other areas of mutual interest between IISc and RAMAIAH.

1. PREAMBLE

1.1 IISc is a premier research Institute, with highly qualified faculty and students carrying out advanced research in different areas of Science and Engineering. There is a felt need to bring these research outputs closer to the needs of affordable healthcare with a view to intensify relevant research activities and translate the fruits of research to commercial activities over different time scales, wherever possible. IISc also has a vibrant group of alumni locally and internationally who are keen to assist or actively participate in R&D commercialization

1.2 The Ramaiah Medical College (RMC) was established in 1979 with the vision of providing quality education to all. The College is affiliated to the Rajiv Gandhi University of Health Sciences (RGUHS), Karnataka and is recognized by the Medical Council of India (MCI). To meet the need of training the next generation of doctors, the Ramaiah Medical College Hospital (RMCH) was set up on the campus in 1984. The Hospital accommodates 1,331 beds and offers all super specialties. The College is well-equipped with the latest infrastructure, technology-enabled classrooms and advanced laboratories, and continually focuses on teaching, clinical practice, and research.

1.3 The activities of IISc and RAMAIAH are in several ways complementary. While IISc generates science and technology research outputs, RAMAIAH is engaged in

large scale healthcare oriented activities through clinical practice, medical education, training, community health services, research and innovation.

It is therefore felt that initiating a collaborative program would be of considerable mutual benefit for both the Institutes. Collaborative healthcare oriented research and development, where patient-care needs motivated fundamental and applied research, may be undertaken. Such a synergy will also bring the clinical wisdom of RAMAIAH into the biodesign and bio-engineering oriented educational and training programmes of IISc. This collaboration will also help in generating value for the society at large that is based on Science & Technology driven entrepreneurship and through a systematic study of related systems and practices.

1.4 This MOU is the result of a series of discussion within and between IISc and RAMAIAH to develop stimulating and dynamic collaboration, and achieve mutually beneficial goals between the Institutions.

2. PURPOSE

IISc and RAMAIAH desire to implement, in their areas of mutual interest, cooperative and collaborative activities that will address bringing to the society in general and to the market in particular, research outputs generated at the two institutions. This is facilitated by the instrument of this MOU as follows:

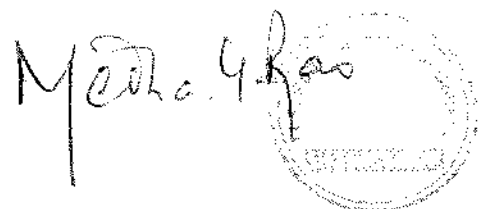
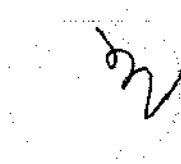
Article 1

A Joint Board comprising members from IISc and RAMAIAH will be constituted to oversee the goals and purpose of this MOU. This Board will be called the 'Joint IISc-RAMAIAH Board' and may have a set of "Joint Sub-Committees" to carry out specialized activities as required.

Article 2

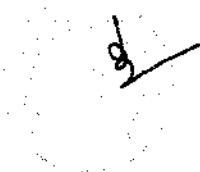
Consistent with the goals and purpose of the collaboration, IISc and RAMAIAH propose the following areas of activities:

- (a) Towards identification of joint research programs there will be periodic discussion between identified clinical practitioners of RAMAIAH and research

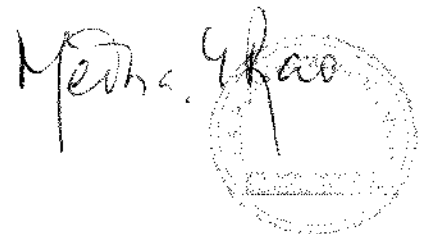


groups of IISc. Such discussions will identify critical healthcare needs to work out methodologies for research and translation.

- (b) The relevant interdisciplinary research and doctoral training programmes initiated at IISc will have formal participation of RAMAIAH faculty with letter of invite. RAMAIAH faculty will participate in teaching and training of IISc graduate students, as and when the need arises.
- (c) RAMAIAH medical faculty participates by giving lectures in IISc courses and occasional seminars for sharing and dissemination of relevant medical/clinical knowledge. As and when joint work of IISc and RAMAIAH yields products, processes and knowledge bases related to healthcare RAMAIAH will help IISc, wherever possible, with clinical trials and approvals and procedures with support from joint external research grants as per the applicable values and guidelines of the institutions.
- (d) The faculty of the two institutions will be encouraged to submit joint application for external research grants.
- (e) RAMAIAH Intellectual property commercialization strategy: Discussions will be initiated between IISc and RAMAIAH on Intellectual Property management, commercialization strategy, and facilitation through intermediaries. This process will be facilitated by the Chair of IPTeL (Intellectual Property (IP) protection and Technology Licensing) at IISc and Department of Research and patents (DRP) RAMAIAH instrument.
- (f) **Faculty mentors:** Interested Faculty from either Institute may be available to mentor students from the other side on technology/business/medical research aspects on an invitation from host institute basis.
- (g) **Joint Visitors programme:** Distinguished clinicians, faculty and researchers from institutions of India and abroad who visit IISc or RAMAIAH will be facilitated to the other institution to develop mutually beneficial linkages.
- (h) **Joint publications:** Research papers, patents, and technology reports outcomes of such a union may be jointly published.
- (i) **Scientific publications and use of research data** - The Institutes agree that all scientific publications and use of research data generated through research activities between RAMAIAH and IISc, pursuant to this MOU, will have to be



Medha. Y. Rao



approved in advance in writing by the authorized signatory from IISc and RAMAIAH.

- (j) To facilitate activities under (e) and (f), the DRP of RAMAIAH shall interact with office of IPTeL of IISc.

Article 3

Provision is hereby made for:

- i) The joint organization of symposia, seminars, workshops, and lectures.
- iii) Sharing of data and relevant research facilities on collaborative projects under appropriate non-disclosure agreements.

Article 4

Intellectual Property (IP)

a) Intellectual property will refer to all patents, copyrights, trade secrets, trademarks, IC protections, geographic indicators and other intellectual property protections, including plants, genes and chemical structures. Intellectual property also includes oral or written know-how of relevance to the research activities of the two Institutes.

Intellectual property ownership, authorship and commercialization are three aspects that will be considered. Ownership and commercialization are discussed below.

However, to merit authorship, it is required that the inventor has participated in the research activity relevant to the invention and contributed to the claims of the invention when a patent is involved. An author of a patent can be a faculty, student or an alumnus.

b) Intellectual property types relevant to this MOU are (i) patented and unpatented know-how developed at IISc or RAMAIAH prior to interaction with the other Institute on a specific problem, (background intellectual property) (ii) patented and unpatented know how developed during and after collaboration between faculty, students, alumni of IISc and RAMAIAH on a specific problem (new developmental intellectual



M. S. Rao

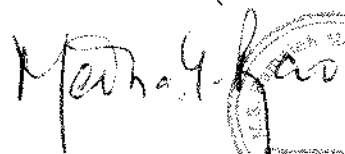



property), and (iii) Intellectual property as in point (i) and (ii) that also includes entities (third parties) other than IISc and RAMAIAH.

c) Intellectual property of IISc obtained prior to collaboration between IISc and RAMAIAH on a specific problem will belong to IISc. Intellectual property of RAMAIAH prior to such collaboration will belong to RAMAIAH. Any background intellectual property that involves parties in addition to IISc and RAMAIAH must be made known to all concerned during this collaboration. The background Intellectual property that is not available in public domain will be considered as 'Confidential Information'.

d) Intellectual property generated jointly during the operation of this MOU may be jointly filed and "owned" by IISc and RAMAIAH or jointly published in and/or presented at national and international journals and/or conferences as per the intellectual property strategy and IP policy of the two institutions. The IP ownership and sharing on any specific instance will be discussed and agreed upon in writing between both institutes, in advance for any collaborative endeavor. Legal advice regarding intellectual property filing may be sought prior to publication and/or public speeches, training and consulting where relevant.

e) Faculty, students, and alumni participating in the activities under this MOU will be governed in matters of IISc-RAMAIAH joint activities by the provisions of this MOU, even if they leave their respective institutes, when intellectual property relevant to these institutes is being pursued. Such faculty, students, employees and alumni of the respective Institute will need to sign a Non-Disclosure Agreement (NDA) for ensuring confidentiality of data concerning the activities under this MOU and assign all rights in the IP generated to their respective Institutes. The authorized signatory of the respective institutes will be responsible for ensuring protection of confidentiality in their Institute and Assignment of IP rights under this MOU. On the IP application filed for protecting the IP rights on which an employee of either RAMAIAH or IISc is named as a co-inventor or a co-author, both parties will mutually discuss in advance and decide the co-inventorship/co-authorship. This will be based on the background IP and the intellectual contribution from employees of both parties.

f) Commercialization revenues from intellectual property, patented or unpatented (such as know-how, oral or written), generated by bringing such intellectual property to the market and society will be mutually agreed in writing and shared by RAMAIAH and IISc. The sharing approach will be decided upon mutually on a case-to-case basis based on the contributions of relevant inventors. This revenue sharing approach will be applicable for the first five years of this MOU. Revenue sharing will take into consideration all relevant guidelines applicable at the respective Institutes IISc and RAMAIAH.

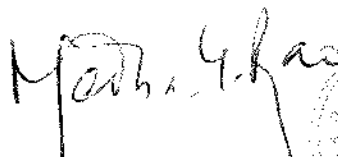
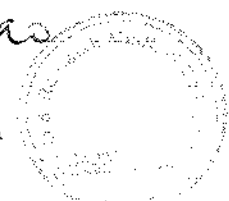
g) In the case of entrepreneurship activity and startup companies that may emerge from IISc-RAMAIAH collaboration, new developmental intellectual property that is jointly owned by IISc and RAMAIAH may be assigned or licensed to the startup companies through appropriate mechanisms, unless decided otherwise.

h) IISc and RAMAIAH may make use of and share information and data generated during their collaboration for teaching and academic activity including case development within their respective institutions. Information regarding intellectual property belonging to IISc that is not in public domain can be shared between the Institutes via a non-disclosure Agreement. This can be used for consulting activities by faculty of either Institute only with the permission of the IP Chairman of IISc as the case may be. Information regarding intellectual property belonging to RAMAIAH that is not in public domain can be shared between the Institutes via a non-disclosure agreement. This can be used for consulting activities by faculty of either institute only with the permission of the appropriate authority in the RAMAIAH.

i) When an entity or entities other than IISc or RAMAIAH is/are also involved in generating intellectual property, ownership and commercialization will be negotiated on a case-by—case basis. Authorship will be given in a manner as mentioned in the (a) of this article.

Article 5

Confidentiality - The Institutes shall maintain as confidential the following types of information which may be imparted to either institute (the "Confidential Information"): All information, including without limitation this Agreement and any

subsequent research agreement, purchase order, products or services, and any data, designs, documentation or other information, business and marketing plans, strategic plans; know-how, background IP, and any other information provided by either institute to the other institute, in any way during the course of its performance of any obligations related to this Agreement. This Confidentiality clause shall survive for a period of 5 years from the closure or termination of this MOU.

Article 6

Ethical standards and regulatory compliance – IISc and RAMAIAH agree that all research studies, under this MOU will be submitted to the appropriate Institutional Ethical Committees and appropriate regulatory authorities, for approval in advance, whenever necessary as per the norms and guidelines prescribed by competent authorities from time to time

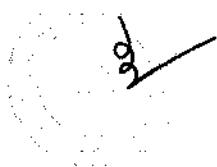
3. NON-EXCLUSIVITY OF THE MOU

IISc and RAMAIAH together have the unrestricted right to seek additional funding from and /or to cooperate with any other agencies /institutions for the activities covered by the MOU. However, prior approval from the other Institute should be sought in writing in advance where potential conflict of interest or confidentiality issues exist.

4. CHANGES AND MODIFICATIONS

1) Any articles of the MOU will be modified or changed by mutual agreement of the institutes in this MOU, hereto in writing. The modifications and/or changes shall be effective from the date on which they are modified /extended unless otherwise agreed to.

2) All disagreement, differences of opinion, conflicts (including on intellectual property), and/or disputes regarding the interpretation of the provisions of this MOU shall be resolved by mutual consultation between the signatories, namely the Directors of IISc and the Principal and Dean of RAMAIAH. The regular conflict resolution processes used at IISc and RAMAIAH will be adopted when mutual consultation fails. The courts of Bengaluru will be relevant to such a resolution.



Medha Y. Rao

3) The tenure of the MOU will be five years from the date of signing of the MOU. This Agreement can be terminated by either of the institutes hereto on at least ninety days written notice to the other Party. Any research collaborative activity mutually agreed shall continue until that work is completed. The tenure shall be renewed after a review process conducted by the Director, IISc and Principal and Dean, RAMAIAH and appropriate revisions to the MOU based on mutually shared experiences.

Force Majeure


Neither Party shall be liable for any failure to perform or for any delay in performing their obligations under this agreement caused by a force majeure event (hereinafter defined) and the time for performance shall, if the Party affected so requires, be extended by a period corresponding with the duration or such an event causing such failure or delay. For the purpose of this paragraph "Force Majeure" means requisition or interference by any government or local authority, war, strike, lockout, labour disputes, riot, epidemic disease, Act of God, inevitable accident or any other circumstance whether similar to the above causes or otherwise beyond the control of a Party, as the case may be, which could not reasonably have been foreseen at the time of entering into this agreement and whose effects cannot be reasonably overcome.

Notwithstanding the above, if the Force Majeure in question prevails for a continuous period in excess of thirty (30) days, the Parties shall enter into bona fide discussions with a view to alleviating its effects, or to agreeing upon such alternative arrangements as may be fair and reasonable. If the Parties cannot agree on such alternative arrangements and the Force Majeure continues then either Party shall be entitled to terminate the agreement immediately by written notice.


Dispute Resolution:

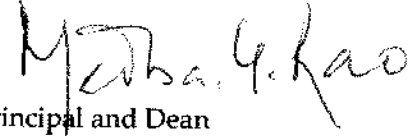
Any dispute arising out of this MOU are subject to the exclusive jurisdiction of courts in Bengaluru city.



Mehta. G. K. 

In witness whereof the undersigned, duly authorized thereto, have signed this MOU.
Done at Bengaluru on the tenth October 2018.....in two originals.


Registrar
Indian Institute of Science
Bangalore - 560 012
Date:


Principal and Dean
RAMAIAH Medical College and
Hospital
Bangalore - 5600 34
Date:
PRINCIPAL AND DEAN
V.S. Ramaiah Medical College
& Teaching Hospital
Bangalore - 560 054.

WITNESSES:

1. G.K. Ananthasankar

2. 

**Framework Cooperation Agreement
between
The University of Deusto
and Gokula Education Foundation (Medical)**

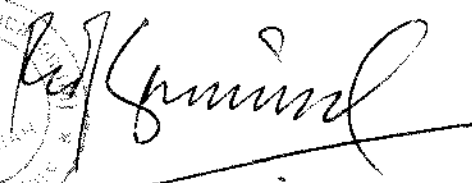
From one party, D. José María Guibert Ucin, legal age, on behalf of and representing University of Deusto, with tax ID number NIF R-4868004E and registered in Avenida de las Universidades 24, 48007- Bilbao (Bizkaia), in his capacity as Rector of University of Deusto and according to art. 22.1 of the General Statutes of the University, it is the responsibility of the Rector, as the highest authority of the University, to manage, coordinate and supervise university life and act as the ordinary representative of the University. And according to art. 23.1 a) of those same General Statutes, it is the Rector's duty to officially represent the University before bodies of the Church, the State, the Autonomous Communities, and before any kind of public or private persons. And from other party, Mr.M.R.Sreenivasa Murthy, Chief Executive, Gokula Education Foundation(Medical), a Trust comprising of various Institutions including Ramaiah University of Applied Sciences, Ramaiah Medical College & Hospitals and others at Gnanagangothri Campus, New BEL Road, MSRIT Post, Bangalore – 560 054, India.

AGREE THAT

Both institutions wish to establish a stable framework for cooperation in teaching and research, whose realization will be defined in specific agreements that will develop the terms contained in this framework agreement. This agreement has the following objectives:

First.- Purpose of the agreement.- Both institutions agree to establish a stable framework for cooperation in teaching and research, which may include, among others the following:

1. Exchange of undergraduate and postgraduate students
2. Exchange of academic staff
3. Joint programmes for PhD thesis supervision
4. Double degree programmes
5. Joint research activities
6. Participation in seminars and academic meetings
7. Specific short-term academic programmes
8. All other academic mutually agreed activities that the parties decide to carry out.



Second.- Specific cooperation agreements.- Each of the specific cases of cooperation will be specified in an Appendix that will be attached to this Agreement, where the purposes and means needed to its implementation will be determined.

In the agreements referred to in the preceding paragraph, the following aspects shall be covered:

- Nature and duration of the project
- Purpose and description of the activities
- Powers and obligations of the parties
- Calendar
- Funding
- Mechanisms to steer the implementation of the provisions of the agreement
- The validity period, possibility of extensions and procedures to void the agreement and conflict resolution
- Effects of agreement termination on the actions in progress

The specific agreements will be signed by the relevant university/ institution authority, according to the applicable institutional rules currently in force.

Third.- Joint Committee of the Agreement. For the purposes of control, monitoring and interpretation of the obligations and rights arising from the execution of this Agreement, a Joint Committee will be formed. This joint Committee will be bilateral and will comprise two (2) representatives from each institution, appointed by the competent authorities (Rector/Chief Executive). It will be competent to decide on development of this agreement, its monitoring and quality assurance, the evaluation of its implementation and promotion of common political lines as well as coordination of those actions deemed necessary.

Fourth. - Dispute Resolution. The undersigned parties undertake to cooperate at all times, according to the principles of good faith and effectiveness, to ensure the proper execution of the agreement.

Any disagreement or dispute arising from the interpretation, application and enforcement of this agreement shall be settled by mutual agreement by both parties, through the Joint Commission provided for in the preceding clause.

In case of disagreement, the University/Institution wishing to terminate the agreement must notify, in writing, one year in advance.

Fifth.- Data Protection. DEUSTO and Gokula Education Foundation (Medical) agree to fulfil the obligations deriving from data protection regulations, and specifically, Regulation (EU) 2016/679 of the European Parliament and the Council of 27 April 2016 on the protection



of natural persons with regard to the processing of their personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation).

For the purpose of this agreement, personal data are defined as any information compiled, processed or transferred which is related to an identified or identifiable natural person. Personal data shall be regarded information subject to protection and confidentiality by both parties.

The undersigned authorise the parties to process the personal data included in said agreement, in addition to those obtained while it is in effect, in order to manage this contractual relationship. Data holders may exercise their right to access, correct, cancel, object to and limit the processing or portability of such data and, where applicable, refuse to be subject to automated decisions by writing to the management of the contracting parties.

Sixth.- Term of the agreement. This Agreement shall enter into force upon signature by the duly authorized representatives of both participating institutions and shall continue into effect for five years. Thereafter, the term of this Agreement shall automatically renew for successive five (5) year periods unless either party provides prior written notice to the other party of its desire not to renew the term hereof, which notice must be given at least one year prior to the date it wishes to terminate this Agreement and subject to the completion of the activities in progress.

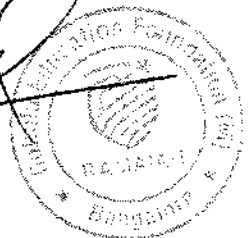

IN WITNESS WHEREOF, the parties hereto have signed two original copies of the Framework Cooperation Agreement in the place and date indicated below.

UNIVERSITY OF DEUSTO

GOKULA EDUCATION FOUNDATION
(MEDICAL)

Dr. D. José M. Guibert
Rector

M.R.Sreenivasa Murthy
Chief Executive



Signature, stamp

Signature, stamp

Place and Date:
Bilbao,

Place and Date:
Bengaluru, 14/11/2018



university of
 groningen



RAMAIAH

**MEMORANDUM OF UNDERSTANDING
 ON ACADEMIC COOPERATION
 BETWEEN
 THE UNIVERSITY OF GRONINGEN, THE NETHERLANDS
 AND
 THE GOKULA EDUCATION FOUNDATION (MEDICAL),
 BENGALURU, INDIA**

The University of Groningen (Rijksuniversiteit Groningen), Broerstraat 5, 9712 CP Groningen, the Netherlands, represented by its President, Prof. Jouke de Vries,

and
 The Gokula Education Foundation (Medical), MSR Nagar, MSRT Post, Bengaluru - 560054, India represented by Sri M.R. Sreenivasa Murthy, Chief Executive, GEF(M)
 hereby agree to this Memorandum of Understanding on scientific and educational cooperation.

This MoU is to provide for, but is not limited to, the exchange of staff, scholars, students and/or academic information and materials in the belief that the research and educational processes at both universities would be enhanced and that mutual understanding between their respective staff, scholars and students would be increased by the establishment of such exchange programmes.

Article 1

The universities agree to promote the following exchange programmes, based on their respective academic and educational needs:

1. Exchange of scholars and staff.
2. Exchange of undergraduate and graduate students.
3. Exchange of academic information and materials.
4. Joint research activities and publications.
5. Joint supervision of double degree PhD students.
6. Participation in conferences and academic meetings.
7. Other academic exchanges that both universities agree to.



[Handwritten signature]

Article 10

This Agreement does not establish a legal partnership, joint venture, employment relationship, or relationship of agency between the institutions. Neither institution may act as an agent on behalf of the other institution on any matter, including in matters with the other institution's national government.

Article 11

In the event that a translation of this Agreement is prepared or signed by the institutions, the English language version will govern in the event of a conflict between the English language version and the translation.

Article 12

No amendment to this Agreement will be valid unless signed by authorized representatives of each institution.

Article 13

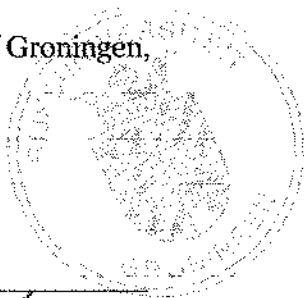
Both institutions shall designate a programme officer to develop and co-ordinate the specific programmes agreed upon.

Article 14

This MoU shall become effective from the moment it has been signed and dated by both parties and remain valid for a period of five years. It is also understood that either institution may terminate the agreement at any time, giving the other not less than 6 months' notice of its wish to terminate, in order to avoid any possible inconvenience to the other institution.

Signatures

For the University of Groningen,
The Netherlands,



Prof. Jouke de Vries,
President of the University

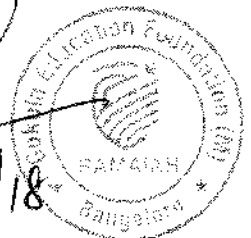
Place, date:

10-12-2018

For Gokula Education Foundation,
(Medical) Bengaluru, India

A handwritten signature in black ink, appearing to read 'Sri M.R. Sreenivasa Murthy'.

Sri M.R. Sreenivasa Murthy
Chief Executive



Place, date: Bangalore, 16-11-18



Savita Ravindra
 Department of Physiotherapy,
 M.S. Ramaiah Medical College & Hospitals,
 MSR Nagar,
 MSRIT Post,
 Bangalore 560054.

International Strategy and Relations
 T +31 (0)50 363 51 33
 j.j.ros@rug.nl

PO Box 72
 9700 AB Groningen
 The Netherlands

Date
 12 December 2018

18/15862

Subject
 Memorandum of Understanding between Ramaiah Medical College and the University of Groningen

Dear Prof. Ravindra,

It is with great pleasure that I enclose a signed copy of the renewal of the Memorandum of Understanding between Ramaiah Medical College and the University of Groningen. The agreement has been signed by the President, Prof. Jouke de Vries.

We look forward to the continuation of our valued cooperation.

Yours sincerely,

Alicja Sobecka
 International Strategy & Relations

UNIVERSITY OF ILLINOIS
Chicago • Springfield • Urbana-Champaign

HEALTHCARE SERVICES TECHNICAL ASSISTANCE AGREEMENT

(UIC ref. no. CN-00037422)

BETWEEN

THE BOARD OF TRUSTEES OF THE UNIVERSITY OF ILLINOIS

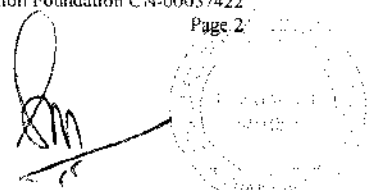
AND

GOKULA EDUCATION FOUNDATION-MEDICAL



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UNIVERSITY OF ILLINOIS
Chicago • Springfield • Urbana-Champaign

1. Introduction

THIS Healthcare Services Technical Assistance Agreement ("Agreement") is made and entered into by and between The Board of Trustees of the University of Illinois, a public body, corporate and politic of the State of Illinois, on behalf of the University of Illinois at Chicago and its College of Medicine, Center for Global Health, located at 808 South Wood Street, Room 471C, Chicago, Illinois (hereinafter referred to as "University"), and Gokula Education Foundation (Medical), a not-for-profit, public charitable trust, established for the purpose of imparting medical and allied education, located at MSR Nagar, MSRIT Post Bangalore – Bangalore, India (hereinafter referred to as "Client"). University and Client shall be collectively referred to herein as "the Parties" and individually as "a Party".

2. Recitals

WHEREAS, among other things, Client is a medical education charitable trust located in Bangalore, India; and

WHEREAS, Client has identified a need for state-of-the-art programs in Gastroenterology, Neurology, Visual Sciences, Psychiatry, and Medical Education ("Programs") in southern India; and

WHEREAS, University employs duly qualified, experienced and licensed faculty members and support staff to provide expert consultation in the areas of the Programs; and

WHEREAS, Client and the University desire to enter into this Agreement to collaborate on developing robust, state-of-the-art Programs at Client's facility in Bangalore, India, to provide related education and training for Client's staff, and to conduct research, data analysis and assessment related to the development of the Programs..

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, it is mutually covenanted and agreed by and between the Parties hereto as follows:

3. Scope Of Services

3.1 University responsibilities:

- University shall make available to Client the services of its faculty qualified faculty members to assist Client in the development of cost effective Programs, train Client's staff, and conduct related and collaborative research. University will also provide guidance and required expertise on Medical Education.
- The University shall also make available, when necessary, additional faculty and staff from various clinical departments and health science colleges.
- Participating University faculty members' objectives shall include:
- Provide guidance in the developing education, training and research agenda:
 - Study of existing infrastructure including, but not limited to, facilities and physical plant, and the development of a plan for what is required to start the program;
 - Training of Client's staff to include medical faculty to be trained in each of the Programs at the University's campus for two to four (2-4) weeks;

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- Training of Client's staff to include two (2) nurses to be trained in each of the Programs at the University's campus for two (2) weeks each, in two separate sessions.
- University physician consultation and assessment of services provided at the Client's facility in Bangalore, India;
- Assisting the Client's staff with advanced research;
- Periodic video conferencing, telephone conferencing and consultations, and email correspondence as needed;
- Visits by designated University physicians who specialize in the Programs to Client's facility once per year during the term of this Agreement; and
- The development of an advisory committee of Programs specialists which shall include two to three (2-3) University medical faculty and two to three (2-3) Client medical faculty.


3.2 Client's responsibilities shall include:

- A. Providing funding for the services and individual research projects that are mutually agreed upon in writing;
- B. Paying for University staff travel expenses; airfare, hotel accommodations, per diem, incidental expenses, and reimbursement for travel-related out of pocket expenses;
- C. Providing University staff with access to Client's facility's existing infrastructure, including for the purpose of evaluating such facilities; and
- D. Allowing University's staff to access Client's facility's research, medical and computer equipment.

3.3 Deliverables Technical and expert assistance shall be provided to the Client to promote the development of state-of-the-art, cost effective Programs, training for Client's staff, and conducting future research. Additionally, University will assist in the development of the Client's Medical School Curriculum.

The assistance provided for the Programs shall include, but may not be limited to, the following:

- A. **Gastroenterology.** Client's staff shall receive training and technical assistance in the following areas:
 - Advanced endoscopy at University's facility.
 - Advanced endoscopy for post-graduate fellows-ESD, Enteroscopy, Therapeutic EUS, and Spyglass Cholangioscopy.
 - Endoscopic training using human cadavers.
 - Improving the quality of Endoscopic procedures.
- B. **Neurology/Neurosurgery.** Client's staff shall receive training and technical assistance in the following areas:
 - Genetics of drug resistant epilepsy.
 - Creation of a comprehensive epilepsy surgery program.
 - Study of Clinical, Radiological and Etiological Profile of strokes in the young.
 - Study of Clinical, Radiological and Etiological Profile of cerebral sino-venous thrombosis.



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- C. **Visual Sciences.** Client's staff shall receive training and technical assistance in the following areas:
- Retinopathy of the premature onset.
 - Diabetic retinopathy.
 - Glaucoma.
 - Macular degeneration.
 - Cornea – DMEK, DSEK, Ocular surface disorders
 - Newer Advances in Pediatric Ophthalmology
 - Dry eye and GVHD
- D. **Psychiatry.** Client's staff shall receive training and technical assistance in the following areas:
- Child abuse prevention and counseling.
 - Identifying stress in medical students, and providing counseling for the same.
 - Genetics and imaging in major mental disorders.
 - Developing a plan for the creation of a comprehensive rehab center for serious mental illness.
- E. **Medical Education.** Client's staff shall receive training and technical assistance in the following areas:
- Innovative approaches to medical education.
 - Faculty exchange program.
 - Development of a Master's Degree in Medical Education program.
 - Curriculum development.
- F. **Pediatrics.** Client's staff shall receive training and technical assistance in the following areas:
- Neonatology
 - Integrating Maternal and Child Care
 - Continuum of Care Models
 - Faculty exchange program.

4. Intellectual Property Rights

- 4.1 Rights in Work Product:** "Subject Work Product" as used herein means any and all tangible materials resulting from work first performed under this Agreement including all data, documentation, reports or other information, defined in scope of Services.
- 4.2 Ownership Rights:** Subject Work product produced in the performance of this Agreement shall be owned by the Client. The University represents that Subject Work product shall be original and not infringing on any pre-existing third party rights.
- 4.3 Pre-existing Rights:** The Client acknowledges that in the course of its performance under the Agreement, University may use and/or modify or improve products, software, materials and methodologies proprietary to the University ("Pre-existing Material"), and the Client agrees that it shall not have or obtain any ownership rights in such Pre-existing Material. The Client acknowledges that the University provides similar services for a broad range of other clients and agrees that the University shall be free to work for other clients in matters that do not involve

the use of any Subject Work Product.

Subject to the terms of this Agreement, University grants to Client a royalty-free, nonexclusive, irrevocable, worldwide license to use, in whole or in part, and to publish, any such Pre-existing Material which is delivered to Client as part of the performance of Services.

5. Publication Rights

If at any time during the Agreement, the University desires to publish any information associated with the deliverables as described in Section 3.3, the University will submit a draft of proposed publication to the Client's designated representative for review at least thirty (30) days prior to the intended publication. If the Client notifies the University in writing within this thirty (30) day period that the draft contains a potentially patentable disclosure or confidential information of the Client, University will cooperate with the Client to protect the identified information from unwanted or improper disclosure. The University understands that it has no right to publish or disclose any confidential information of the Client.

6. Duration of Agreement

- 6.1 Initial Term:** The term of this Agreement shall be from the date last signed ("Effective Date") and shall continue for two (2) years, unless terminated as provided herein, or extended by amendment to exercise the renewal options to this Agreement.
- 6.2 Renewal Options:** This Agreement is renewable by mutual written Agreement under the same terms and conditions for two (2) additional twelve-month periods. Fees for services may be established at the time of renewal.

7. Termination of Agreement

- 7.1 Termination for Convenience:** Either Party may terminate this Agreement without cause upon sixty (60) days prior written notice of such termination to the other Party. In the event of termination for convenience, University shall be paid for services performed under this Agreement up to the effective date of termination.
- 7.2 Termination for Cause:** Should either Party default in the performance of any material duties or obligations stated in this Agreement and such default or breach is not cured within fifteen (15) calendar days after receipt of written notice of such default or breach from the other Party, the non-defaulting party may terminate this Agreement by giving thirty (30) days written notice of termination for failure to cure to the defaulting party. A waiver of any breach of this Agreement shall not constitute a waiver of any future breaches of this Agreement, whether of a similar or dissimilar nature.

The University reserves the right to terminate the Agreement for non-payment, or to suspend providing its services upon no less than five (5) days advanced written notice.

Either Party or, with respect to the provisions of Section 7.2.D. below, The University may terminate this Agreement immediately upon the other Party's:

- A. Failure to maintain any of the qualifications described in the scope of services;
- B. Failure to obtain or inability to maintain the insurance coverage required by Article 14;
- C. Unexcused failure or refusal to provide the services contemplated by this Agreement;
- D. In the event the Client is in breach of the provision of Article 19.3 of this Agreement;

In the event of termination for cause, University shall be paid for work performed up to the date of cancellation.



7.3 Effects of Termination: Upon termination of this Agreement neither party shall have any further obligation to the other, except for obligations accruing prior to the date of termination, and obligations, promises, or covenants contained which are expressly made to extend beyond the term of this Agreement.

8. Compensation

The Client and University hereby acknowledge and agree that the Client shall not pay the University for its services until the Parties establish the terms of compensation in a written and mutually signed amendment pursuant to Section 24 of this Agreement. Such an amendment shall be drafted and signed upon the implementation of the Programs and the Client's provision of medical services to patients treated at its facility. However, the Client shall pay for University's travel costs as described in Article 3.2.

9. Administration and Notification

The individuals named below shall be the Parties' authorized representative in all matters pertaining to procedures or the administration of the terms and conditions of this Agreement. All matters of interpretation and/or approval shall be directed to the Party's representative who will be the primary point of contact and coordinate any necessary response.

All communications hereunder shall be in writing and shall be sent by registered or certified mail, return receipt requested, or by an overnight courier service to the persons listed below. A notice shall be deemed to have been given when received at the specified notification address. Include the Agreement number in any notifications.

University Representative:

Rhea Begeman, RN, BSN, MS
Director, Administrative Operations
UIC Department of Emergency Medicine
and Center for Global Health
University of Illinois Hospital and Health
Sciences System and College of Medicine
808 South Wood Street, Room 471C
Chicago, IL 60612
Phone: 312-413-0002
Email address: rheab@uic.edu

Client Representative

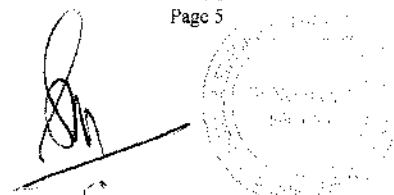
Mr. M.R. Sreenivasamurthy, IAS (retired)
Chief Executive Officer
Gokula Education Foundation-Medical
MSR Nagar
MSRIT Post Mathikere
Bangalore, India 560054
Phone: +91 80 22183274
Email address: cegef@gmail.com

10. Independent Contractor

The Client and the University are independent contractors with respect to each other and nothing herein shall create any association, partnership, joint venture or agency relationship between them.

11. Non-Exclusivity

The Client shall have the right at any time to enter into other agreements with other organizations, and the University shall have the right to provide services to other individuals and businesses during the term of this Agreement.



12. Discrepancies and Omissions

If there are any discrepancies and/or omissions regarding the scope of services to be provided, the University shall obtain written clarification from the Client before proceeding with the work affected by such discrepancies and/or omissions.

13. Limitation of Liability

THE UNIVERSITY MAKES NO REPRESENTATIONS OR WARRANTIES, EXPRESSED OR IMPLIED, REGARDING ITS PERFORMANCE UNDER THIS AGREEMENT, INCLUDING BUT NOT LIMITED TO ANY WARRANTY OF THE MERCHANTABILITY, USE OR FITNESS FOR ANY PARTICULAR PURPOSE OF ANY SERVICES, GOODS, OR FACILITIES PROVIDED TO CLIENT UNDER THIS AGREEMENT. It is understood and agreed that neither party to this Agreement shall be liable for any negligent or wrongful acts either of commission or omission chargeable to the other arising out of or as a consequence of the performance of this Agreement unless such liability is imposed by law and that this Agreement shall not be construed as seeking to enlarge or diminish any obligation or duty owed by one party against the other or against a third party.

14. Insurance

14.1 University Insurance: By action of the Board of Trustees of the University of Illinois on August 1, 1976 a liability self-insurance plan (Program and Plan) was established for its employees, agents, and faculty providing services described under this Agreement. By action of the Board of trustees of the University of Illinois on June 9, 2011, the Program and Plan documents were amended to establish new limits of liability of \$1,000,000 per occurrence, \$3,000,000 annual aggregate, and effective January 1, 2012. The Program and Plan documents are available on request. While the Program and Plan are in effect as to the date hereof, nothing contained herein shall be construed as precluding the said Board of Trustees from modifying, revising, or canceling, in whole or part, the Program or the Plan; however, University agrees to provide an advance 30-days public notice in the event Program or Plan is canceled in whole or in part.

14.2 Client Insurance: The Client will at all times throughout the term maintain professional liability insurance for services provided by their employees, agents and servants. During the term of the Agreement, the Client shall either (i) maintain at its sole cost and expense, comprehensive professional and general public liability and property damage insurance in the amounts of not less than One Million Dollars (\$1,000,000) for each claim and Three Million Dollars (\$3,000,000) in the aggregate for the policy or plan year or (i) maintain an equivalent program of funded self-insurance. A copy of which shall be provided to University.

15. Force Majeure

Neither party shall be liable for damages due to any delay or default in performing its respective obligations under this Agreement if such delay or default is caused by conditions beyond its control. Such conditions include but are not limited to failure by subcontractors or suppliers to furnish equipment, software, parts or labor; war, acts of terrorism, sabotage, insurrections, riots, civil disobedience and the like; acts of governments and agencies thereof; labor disputes; accidents; fires, floods or acts of God; government restrictions; strikes or work stoppages; and acts or failures to act of third Parties. So long as any such delay or default continues, the party affected by the conditions beyond its control shall keep the other party at all times fully informed concerning the matters causing the delay or default and the prospects of their ending. In such event, the delayed party shall perform its obligations hereunder within a reasonable time after the cause of the failure has been remedied, and the other party shall be obligated to accept such delayed performance.



16. Use Of Name

Both Parties agree not to use the name of the other Party in advertising or for any other commercial purpose without the prior written approval of the other Party, which approval shall not be unreasonably withheld.

17. Confidentiality

Any information furnished by either party to the other shall be treated as confidential. Neither party shall disclose such information unless specifically authorized by the other or required to do so by law. The Client is hereby advised that any part of this Agreement or any materials provided by the Client and marked as confidential, proprietary or trade secret can be protected only to the extent permitted by Illinois statute.

18. Medicare Access To Books And Records

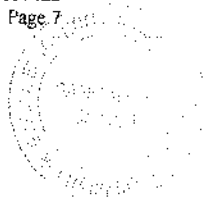
Both Parties agree to make available, upon written request by the Secretary of Health and Human Services, the Comptroller General of the United States, or any of their duly authorized representatives, this Agreement and any books, documents and records necessary to verify the costs of services rendered under this Agreement. Both Parties further agree to make the said Agreement, books, documents and records available until the expiration of four (4) years after the services are furnished under this Agreement.

19. Certifications By Client

By signing this agreement, the Client attests to the following certifications. Willfully falsifying certifications or affirmations may subject Contractor to criminal penalties including fines and/or imprisonment.

19.1 Anti-bribery: The Client certifies that it is not barred from contracting as a result of a conviction for or admission of bribery or attempted bribery of an officer or employee of the State of Illinois or any other state.

19.2 Non-Discrimination and Equal Employment Opportunity: Both Parties certify that they are in compliance with applicable provisions of the U. S. Civil Rights Act, the Americans with Disabilities Act, Section 504 of the U.S. Rehabilitation Act and the rules applicable to each. Both Parties shall comply with Executive Order 11246, entitled "Equal Employment Opportunity", as amended by Executive Order 11375, and as supplemented by U. S. Department of Labor regulations (41 C.F.R. Chapter 60).



19.3 Exclusions Party List: Each Party certifies that neither it nor any of its directors, officers, employees, agents or subcontractors who may provide services pursuant to this Agreement (collectively "Agents") is presently debarred, suspended, proposed for debarment, declared ineligible or otherwise excluded from transactions with the U.S. Government or by any federal government agency. Each Party shall provide the other immediate written notice if it learns that this certification was erroneous when made or if it or any of its Agents hereafter becomes debarred, suspended, proposed for debarment, declared ineligible or otherwise excluded from transactions with the U.S. Government or by any Federal agency. Each Party further certifies that neither it nor any of its Agents is presently subject to an investigation or proceeding to exclude it as a provider under Medicare or Medicaid or under any other federal or state health care program or under any third party insurance program, nor is currently excluded or debarred from submitting claims to Medicare or Medicaid or to any other federal or state health care program or to any third party insurer. Each Party acknowledges that it has checked and is not included in the U.S. General Service Administration's (GSA) Excluded Party Listing System and the Illinois Department of Public Aid (IDPA) OIG Provider Sanctions list of individuals and entities excluded from state procurement with respect to both Parties' employees and agents. See the following websites: <http://exclusions.oig.hhs.gov/and> <http://www.illinois.gov/hfs/oig/Pages/SanctionsList.aspx>. Either Party may terminate this Agreement immediately without any penalty if either of these certifications was erroneous when made and/or becomes no longer valid during the term of this Agreement.

20. Severability

If any term of provision of this Agreement is rendered invalid or unenforceable by an Act of Congress or the Illinois Legislature, or by any regulation duly promulgated by officers of the United States or the State of Illinois acting in accordance with law, or declared null and void by any court of competent jurisdiction, the remaining provisions of this Agreement shall remain in full force and effect except as otherwise provided herein.

21. Non-Solicitation

The Client agrees that it shall not, during the term of this Agreement and for two (2) years after termination of Agreement, actively solicit and/or offer employment to University's employees, contractors, or agents who are providing Services under this Agreement.

22. Headings

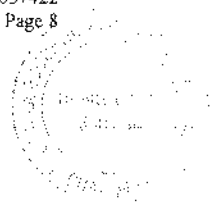
The headings of the articles contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.

23. Assignment

This Agreement may not be assigned, in whole or in part, by either party without the prior written approval of the other party.

24. Amendments

This Agreement shall not be amended, modified, altered or changed except by mutual agreement confirmed in writing and duly executed by the University and the Client.



25. Compliance With Laws

The Client and the University acknowledge that each has certain obligations in connection with applicable laws, regulation and accreditation standards. Both Parties acknowledge that, from time to time, either party may adopt policies, procedures and/or documentation requirements in connection with the implementation of such laws, regulations and accreditation standards. Each party agrees to cooperate with the other in this compliance.

26. Waiver

The failure of either party at any time or times to enforce any provision of this Agreement shall in no way be construed to be a waiver of such provisions or to affect the validity of this Agreement or any part hereof, or the right of either party thereafter to enforce each and every provision in accordance with the terms of this Agreement.

27. Entire Agreement

This Agreement, attachments, amendments/addenda and incorporated references shall constitute the entire Agreement between the Parties with respect to the subject matter herein and supersedes all prior communications and writings with respect to the content of said Agreement.

28. Third Party rights

A person who is not a party to this agreement has no rights under this agreement to enforce any terms of this agreement.

APPROVAL AND EFFECTIVE DATE

This Agreement shall not be binding until signed by all Parties. This Agreement shall be signed in English, two (2) originals, all texts being equally valid. The persons signing this Agreement represent that all articles including certifications are true and correct and that they have authority to bind their respective Parties.

**The Board of Trustees of the
University of Illinois**

By: *Gloria Keeley*
Gloria Keeley
Avijit Ghosh, Comptroller
Interim Assistant Vice President

Date: 10/11/18

Gokula Education Foundation-Medical

For Gokula Education Foundation-Medical (GEM) Ltd.

By: *Mr. M.R. Sreenivasamurthy*
Mr. M.R. Sreenivasamurthy, IAS (Retired)
Chief Executive Officer

Date: 2/10/2018



MEMORANDUM OF UNDERSTANDING
BETWEEN
THE BOARD OF TRUSTEES OF THE UNIVERSITY OF ILLINOIS, USA
AND
GOKULA EDUCATION FOUNDATION
IN
BENGALURU, INDIA

THE BOARD OF TRUSTEES OF THE UNIVERSITY OF ILLINOIS, acting on behalf of the University of Illinois System ("ILLINOIS") and GOKULA EDUCATION FOUNDATION ("GEF"), each a "party" or institution," wishing to establish a cooperative relationship through mutual assistance in the areas of education and research agree as follows:

ARTICLE 1: SCOPE OF COLLABORATION

- 1.1 *General Scope.* Each institution may offer to the other opportunities for activities and programs, such as teaching, research, exchange of faculty and students, and staff development that will foster a collaborative relationship.
- 1.2 *Specific Activities.* Specific activities and programs implemented under authority of this MOU shall be subject to availability of funds and the approval of each institution's authorized representatives. The institutions contemplate implementation of programs or activities such as
 - (a) joint educational, cultural, and research activities;
 - (b) exchange of faculty members and advanced graduate students for research, lectures, and discussions;
 - (c) participation in seminars and academic meetings;
 - (d) exchange of academic materials, publications, and other information; and
 - (e) special, short-term academic programs.
- 1.3 *Separate Agreements.* Prior to initiating any specific activity or program, the parties will negotiate and enter into a separate agreement, signed by each party's authorized signatory, describing the terms of the arrangement, including the budgets. Each party will designate a Liaison Officer to develop and coordinate specific activities or programs.

- 1.4 *Student Exchange Limitations.* While advanced graduate and professional students may participate in cooperative activities as proposed in Article 1.2 above to conduct collaborative or independent research, this MOU does not provide for the exchange of undergraduate or graduate students who propose to enroll in classes and earn academic credit as a host institution. To implement student exchanges the parties must enter into a separate agreement stipulating details of credit transfer, fees and participant qualifications prior to initiating the exchange of students or the acceptance of applicants as international non-degree students at either institution.

Article 2: RENEWAL, TERMINATION AND AMENDMENT

- 2.1 *Duration.* This MOU shall remain in force for five years from the date of the last signature. Either party may terminate this MOU by providing 60 days' advance written notice to the other party.
- 2.2 *Extension and Renewal.* The parties may extend or renew this MOU by agreement, confirmed in a written amendment signed by each party's authorized signatory.
- 2.3 *Amendment.* No amendment of the terms of this MOU will be effective unless made in writing and signed by each party's authorized signatory.

ARTICLE 3: GENERAL MATTERS

- 3.1 *Use of Names.* Except in promoting the activities proposed in Article 1.2 above among its faculty and students, neither party may use the name of the other party in any form of advertising or publicity without express written permission. The parties must seek permission from one another by submitting the proposed use, well in advance of any deadline, to the liaison officers designated in Article 3.2 below.
- 3.2 *Notices.* The parties must give all notices under this MOU in writing via one of the following methods: (a) confirmed facsimile transmission; (b) postage prepaid registered or certified mail, return receipt requested; or (c) commercial overnight carrier. All communications must be sent to the addresses set forth below or to such other address designated by the parties by written notice. Notices are effective upon receipt.

ILLINOIS: Pradeep Khanna, Interim Director of International Engagement
Office of the President, University of Illinois
528 E. Green Street, Suite 202
Champaign, IL 61820
Tel: 217-244-7472
Fax: 217-333-9898
Email: pkhanna@illinois.edu

With Copy to: Director
Sponsored Programs Administration
University of Illinois at Urbana-Champaign
1901 S. First Street, Suite A
Champaign, IL 61820
Tel: 217-333-2187
Fax: 217-239-6830
Email: spapreaward@illinois.edu

GEFM: Mr Venugopal Sastry
Chief Finance Officer
Gokula Education Foundation
New BEL Road, MSRIT Post
Bangalore – 560 054

- 3.3 *Binding Obligations.* With the exception of Articles 2 and 3, this MOU is not intended to create any legally binding obligations on either institution but, rather, is intended to facilitate discussions regarding general areas of cooperation.
- 3.4 *Authorized Signatories.* Each party represents that the individuals signing this MOU have the authority to sign on its behalf in the capacity indicated.


FOR THE UNIVERSITY OF ILLINOIS SYSTEM



Tim Killeen, President

Date: 5/12/18

FOR GOKULA EDUCATION
FOUNDATION



M.R. Jayaram, Chairman

Date: _____

FOR THE BOARD OF TRUSTEES
OF THE UNIVERSITY OF ILLINOIS



Avijit Ghosh, Comptroller

Date: 11/28/18



Signature of Comptroller Delegate:
Robin Beach, Associate Director

Approved for legal from: LMP/20100127
Changes to form require legal review.

Letter of Intent for Establishing a Partnership at the Discovery Partners Institute (DPI)

The Board of Trustees of the University of Illinois, acting on behalf of the University of Illinois System (ILLINOIS) and the Gokula Education Foundation (GEF) express their interest in establishing a partnership in research and educational activities at the Discovery Partners Institute (DPI), Chicago, IL USA. This partnership will bring the capabilities of these two leading global public universities together to address pressing research and education issues in the following initial areas with others under development:

- Entrepreneurship
- Food and agriculture, including food safety and security
- Computing, including big data, artificial intelligence and cybersecurity

This partnership will consist of some or all of the following elements. Additional programs may also be created by the signatories as appropriate.

1. GEF Research and Instructional Facility at DPI

- GEF will join DPI as an inaugural international partner and establish a research and instructional facility within the DPI. The facility will have offices for faculty and graduate students from GEF while they are working at the DPI, space for undergraduate student activities, and space for support staff and professional staff who will provide services to GEF faculty and students at the DPI. GEF faculty and students will also have access to the DPI facilities, including meeting rooms, co-working areas, research labs, and other specialized facilities and equipment, classrooms, and other instructional facilities, etc. The GEF research and instructional facility will initially be housed at the current DPI location, 200 S. Wacker Drive, 19th Floor, Chicago, IL 60606 until the new DPI complex is ready, at which time the GEF facility will relocate there.

2. Joint Entrepreneurship and Innovation Education

- Entrepreneurship and innovation education are an important priority for the DPI. Faculty from ILLINOIS participating in the DPI will work with faculty from GEF and other partner universities to develop specialized, intensive entrepreneurship programs that will be delivered through the DPI. These courses will be available to students from GEF, ILLINOIS and the other partner universities.
- GEF students at the DPI will have opportunities to pursue internship programs offered through the DPI.
- The DPI will have a state of the art incubator facility for new startups established via partner universities participating in the DPI. ILLINOIS invites GEF participation in the design of this facility. Startups affiliated with GEF will have the option to locate in the incubator facility.

3. Joint Research Programs

- Research partnerships could include joint faculty appointments between GEF and ILLINOIS, sabbaticals by GEF faculty at the DPI, and deployment of GEF faculty at the DPI while holding regular appointments at GEF. A large number of ILLINOIS faculty will also be located at the DPI.
- Joint research projects can be developed by faculty from GEF and ILLINOIS, which will allow faculty and graduate students from both universities to work side by side at the DPI. Both GEF and Illinois will consider offering seed grants or "glue grants" to their faculty for starting joint research projects at the DPI. Establishment of post-doctoral fellowships at the DPI will also be considered.
- These research partnerships can be managed through separate research agreements that includes provisions for managing ownership of the intellectual property generated by joint research projects.

4. Joint Academic Programs

- In addition to the entrepreneurship education program described above, GEF and ILLINOIS faculty at the DPI will have the opportunity to create new courses in the areas listed above. These could include courses designed to fill any gaps in the current course offering or to meet the changing needs of the industry. These jointly developed courses will require approval from both GEF and ILLINOIS allowing students to

receive credit. In addition, the GEF faculty at the DPI will have opportunities to offer courses that they teach regularly if they meet learning needs of students at the DPI.


- The DPI will also serve as a major hub in an international network of innovative institutions. This network will enable students and programs from GEF, other university partner institutions and corporate partners to collaborate via a broad range of collaborative telepresence technologies, including immersive tools like augmented and virtual reality.

Detailed collaboration plans and funding arrangements for each of these areas will be separately negotiated.

The purpose of this letter of intent, which has no legally binding obligations, is to serve as the basis for a partnership which may lead to future agreements between both institutions.

Signed on DATE at LOCATION

For Gokula Education Foundation



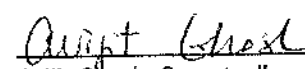
M.R. Jayaram, Chairman Date

For the University of Illinois System

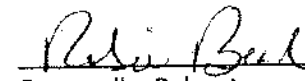
 5/12/18

Tim Killeen, President Date

For The Board of Trustees of the University of Illinois

 11/28/18

Avijit Ghosh, Comptroller Date



Comptroller Delegate:
Robin Beach, Associate Director