



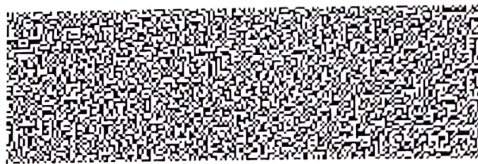
सत्यमेव जयते

INDIA NON JUDICIAL

Government of Karnataka

e-Stamp

Certificate No. : IN-KA60323589164821V
Certificate Issued Date : 24-Jan-2023 12:03 PM
Account Reference : NONACC (FI)/ kaksfcl08/ KOLAR/ KA-KO
Unique Doc. Reference : SUBIN-KAKAKSFCL0814143182258733V
Purchased by : SDUAHER TAMAKA KOLAR
Description of Document : Article 12 Bond
Description : M O U
Consideration Price (Rs.) : 0
(Zero)
First Party : GENE FERTILITY CENTRE BANGALURU
Second Party : SDUAHER TAMAKA KOLAR
Stamp Duty Paid By : SDUAHER TAMAKA KOLAR
Stamp Duty Amount(Rs.) : 100
(One Hundred only)



Sri Sai Souharda Credit
Co-op. Society Ltd.
Opp. B.E.O. Office,
Doddapet, Kolar-563 101.

Please write all contents within the box

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding dated this 15th March 2023 is made by and between:

Genea Fertility Centre, a firm registered under the Partnership Act 1932, having its registered office at Suvarnabhoomi, #452, 9th cross, 2nd phase, J P Nagar, Bengaluru, Karnataka 560078, (hereinafter referred to as Genea Fertility Centre, which expression unless repugnant to the context shall include its successors and assigns); of the first part.


Medical Superintendent
R.L. Jalappa Hospital & Research Centre
Tamaka, Kolar-563103.



AND

R L Jalappa Hospital and Research Centre, a teaching hospital of Sri Devaraj Urs Medical College, a constituent unit of Sri Devaraj Urs Academy of Higher Education and Research, a Deemed to be University, located in Tamaka - 563103, Kolar, Karnataka, India; of the second part.

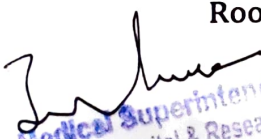
Hereinafter, R L Jalappa Hospital and Research Centre and Genea Fertility Centre and shall be collectively called as "Parties" and individually called as "Party".

Whereas the first party and second party have mutually agreed to enter into this **MEMORANDUM OF UNDERSTANDING (MOU)** regarding rendering hospital space for consultation at Sri R L Jalappa Hospital and Research Centre, a teaching hospital of Sri Devaraj Urs Medical College, Tamaka - 563103, Kolar, Karnataka, India

NOW THEREFORE THIS M.O.U WITNESSETH AS FOLLOWS:

1. The first party is a partnership firm running the Genea Fertility Centre. The second party has open space at the premises at, Sri Devaraj Urs Medical College, Tamaka - 563103, Kolar, Karnataka, India. The present MOU has been entered into to set out the terms of the collaboration between the first party Genea Fertility Centre and the second party, Sri R L Jalappa Hospital and Research Centre which will be in a phased manner.
2. The said terms and conditions as below have been agreed to, by the both first and second party with consensus-ad-idem.
3. The Parties agree that the purpose of this MOU is threefold: Services, Academics and Research and each of which will be conducted in phases.
4. The Services will constitute three phases as defined below and the roles of each of the parties are outlined below:

- a) **Phase 1- Outpatient Department (OPD) Services and Andrology Services:** The second party shall ensure the infrastructure for the OPD Room supports the consultation of patients and Scan room is well equipped, licenses pertaining to the same are obtained and Pre-Conception & Pre-Natal Diagnostic Techniques Act, 1994 (PC-PNDT) with Form-F is registered in the name of any person of the first party. The second party shall also ensure there are enough nurses to manage the patient and coordinate the OPDs and housekeeping staff. The basic infrastructure for Semen Analysis should be a Semen Collection Room, a small lab room with a microscope.

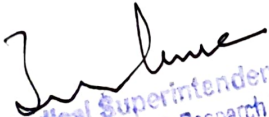

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- b) **Phase 2- Intra Uterine Insemination (IUI) Services:** The Andrology lab needs to be setup in a sterile area along with worktables. Semen Analysis and IUI procedure can be performed here by the personnel of the first party. Artificial Reproductive Techniques (ART) Level 1 Certification is required for bringing up the IUI Service and it would be the responsibility of the second party to get the same.
- c) **Phase 3- In-Vitro Fertilization (IVF) Services:** The first party would provide these services to the second party if the number of expected IVF Cycles for a month is 10 or more, based on whether the footfalls of the OPD achieved is satisfactory, and the marketing response. Art Level 2 Certification is required for bringing up the IVF Service and it would be the responsibility of the second party to get the same. The first party would provide the infrastructure requirements for the same to the second party.
5. The Academics will constitute three phases as defined below and the roles of each of the parties are outlined below:
- a) **Phase 1 training:** The postgraduates of Obstetrics and Gynaecology (OBG) department of the second party will be trained by the first party by conducting classes on infertility and case presentations, trainings related to OPD Services like Ovarian Stimulation and OPD management during the OPD time. The first party would also provide Semen Analysis training as part of Andrology to the technicians of second party. The first party would also train the undergraduate students who have opted Infertility as their electives which is as per National Medical Commission guidelines, which is of two months duration.
- b) **Phase 2 Short term courses:** The first party would train the staff on IUI once the IUI service is set up, the courses could be of 1 or 3 months accordingly. The first party to also train the staff of the second party for Stimulation protocols, IUI protocols and IUI Procedure. The first party would also provide Semen Preparation training as part of Andrology to the technicians of second party.
- c) **Phase 3 Fellowship programs and Super specialisation in Reproductive Medicine:** This would be in association with Sri Devaraj Urs Academy of Higher Education and Research, Tamaka, Kolar (SDUAHER) with course duration of 18 months or National Board Accreditation Fellowship in Reproductive medicine with course duration of 2 years. Both the first party and the second party will jointly participate in applying and getting the permission to conduct the above in the premises of the second party. The first party would also guide the second party technicians or eligible candidates to take up MSc. Embryology or SDUAHER accredited courses and first party would provide the required training for the same. Trainings on Intra Cytoplasmic Sperm Injection (ICSI), Embryo Freezing and Embryo Cryopreservation would be provided by the first party. This phase would come into sight on the successful completion of Phase 3 IVF services.

6. The Research will constitute three Phases as defined below and the roles of each of the parties are outlined below:
- Phase 1:** This would involve Observational studies based on the OPD Services and it would be guided by the first party.
 - Phase 2:** The first party would help the second party's participants in studies based on IUI Procedures and Ovarian Stimulation.
 - Phase 3:** This phase would involve Randomized Controlled Trails (RCTs) and multicentric studies guided by the first party.
7. The first party is ready to start the Phase 1 OPD Services immediately along with the second party.
8. Both Parties envision that Phase 2 IUI Services will begin within a time frame of 3-4 months from the start date of collaboration and with complete infrastructure support from second party as stated above.
9. The Phase 3 IVF Services would likely commence within 9-12 Months from the start date of collaboration and upon meeting of the minimum criteria to begin the IVF services as stated above.
10. Any takeover, upgrade, acquisition and improvement in academics and research that the second party will participate in will be with the written consent from the first party.
11. The Second Party agrees that its responsibilities are as follows:
- Inform first party regarding OPD dates and number of patients.
 - Help first party in relation to obtaining necessary documents required from the patients for providing the said services.
 - Make available the patients for OPD at the allotted time.
 - Inform first party for any cancellations or delay in procedures.
12. The second party and first party have mutually agreed that revenue sharing shall be as stated below:

Service	Cost	Genea Fertility Centre Service Charges
Consultation ¹	400	20%
Scan	400	50%
IUI (Intra uterine Insemination)	8000	1000


 Medical Superintendent
 R.L. Jaisankar Hospital & Research Centre
 Tirunelveli, K. No. 563193.



IVF Package 1 (Inc Procedure, Injection, Blood investigation, Scan and Consultation (Excluding Freezing and Thawing))	110000	15,000
IVF Package 2 (Inc Procedure, Injection, Blood investigation, Scan and Consultation (Excluding Freezing and Thawing))	170000	20000
DE/IVF (Excluding Pharmacy, Lab, Freezing and Donor Charge)	80000	10000

13. Confidentiality

- a. Parties may have access to the confidential information of the other which is necessary for execution of the services.
- b. Either party agree that whether or not the confidential information has been designated as "confidential" the same shall be deemed to be confidential in nature if the receiving party knew, or reasonably should have known under the circumstances that the information was confidential and had been communicated to it in confidence and shall hereinafter be referred to as "Confidential Information". Confidential Information shall not, however, include information that:
 - i. Is independently developed without reference to the confidential information of the parties;
 - ii. Is/becomes publicly available through no wrongful act of the Parties or their Affiliates, sub-contractors or vendors;
 - iii. Is rightfully obtained from a 3rd (third) party;
 - iv. Was in the possession of the receiving Party prior to disclosure hereunder.
- c. Either Party shall not at any time now or in future either directly or indirectly, disclose, publish, or use the Confidential Information without other Party's prior written consent.
- d. Either Party shall keep the consideration and other terms and conditions of this MOU confidential during the subsistence of this MOU and for a period of 5 years from termination, except to the extent required to be disclosed to its accountants, auditors, attorneys or regulators as required by applicable laws of India. Any public statement concerning this MOU or the relationship between the Parties shall require the prior written approval of the other Party.


Medical Superintendent
 R.L. Jalappa Hospital & Research Centre
 Tamaka, Kolar-563103.



14. **Intellectual Property Rights**

- a. Each Party shall be entitled to retain their right, title and interest in their existing Intellectual Properties or the Intellectual Property to be developed in future by them independently and without the association/contribution of the other Party.
- b. The Intellectual Property to be developed/created jointly by the Parties and as a result of the engagement of the Parties hereunder, shall belong to the Parties jointly.
- c. The expression "Intellectual Property" shall without any limitation include inventions (whether patentable or not), utility models, trademarks, goodwill, service marks, trade names, designs, copyrights, know-how and confidential information and data base rights (whether or not all or any of them are registered) and including all applications and the rights to apply therefore for the protection of or registration of the said rights and all improvements, renewals, extensions and modifications thereof in any part of the world, in whatever media.

15. **Non- Solicit**

During the term of this MOU and for a period of six months from the date of termination, neither party shall solicit the employees (including staff, consultants and embryologists) of the other Party, unless mutually agreed by both Parties in writing.

16. **Indemnification**

- a. Each party shall defend, indemnify and hold harmless the other party, as well as officers, directors, employees, representatives, successors and permitted assigns, from and against all losses suffered by such party arising out of:
 - i. A party's breach of this MOU,
 - ii. A party's violation of the Applicable Law,
 - iii. A party's negligence, willful misconduct, or wrongful act or omissions in connection with the services,
 - iv. All consequential losses suffered directly and/ or indirectly due to any act or omission of either party including but not limited to those relating to intellectual property related matters.
- b) Notwithstanding anything stated herein above the R L Jalappa hospital team of Doctors and Genea Team of doctors shall undertake professional indemnity.

17. **Code of Ethics**

Both the Parties are committed to conducting their respective businesses free from any unlawful, unethical or fraudulent activity. – again, a non-collaboration clause


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18. Term and termination

This MOU is valid for a period of two (2) years from the day of execution. Thereafter, this MOU can be renewed by the mutual consent of the parties in writing.

b. In the event of any party committing breach of any material terms of this MOU and failing to cure the same within 30 days of notification of such breach, the innocent party shall be entitled to terminate this MOU forthwith by using a termination notice.

c. In the event of any party being found guilty of any unlawful, fraudulent or unethical conduct, the other party shall be entitled to terminate this MOU forthwith.

19. Consequence of Termination


In the event of termination of this MOU for any reason:

Genea fertility shall forthwith withdraw its personnel and assets, if any, from the Premises

- i. The parties shall finalize the accounts up to the date of termination and shall within 30 days from the date of termination, pay the respective dues owed to either party.
- ii. Both the parties shall destroy or return all stationery, paper or any other documents of whatsoever nature used in providing the infertility services at the premises bearing the intellectual property (Expect the medical records) including codes, passwords, manual and other information in manual or electronic form owned or provide by the other party from time to time, without making any copies of the same.
- iii. Both the parties shall discontinue to use the joint brand name /logo/joint intellectual property and /or any other intellectual property or term associated with the services, business and goodwill of the party, for delivering their respective services, in any manner and ceases holding out any association and affiliation with the other .
- iv. The Parties shall determine the terms of use/exploitation of joint intellectual property, if any

20. Arbitration and Dispute Resolution

- a) If there is any dispute or difference of opinion between the parties in respects of any matter arising hereunder or any rights or obligations hereunder (the Dispute) then either party may promptly notify the other party of the nature of such dispute. Parties shall cooperate in good faith and make a reasonable effort to promptly resolve such Dispute within a period of 7 (seven) days from the date of receipt of notice of the Dispute by the other party. During such Dispute, the parties shall continue to meet their respective obligations hereunder without prejudice to their respective rights with respect to such disputed items. If such Dispute is not resolved after such meetings,


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then either Party may pursue any and all remedies available under this MOU.

- b) All Disputes under this MOU that have not been resolved as set forth hereinabove shall be resolved by arbitration in Bangalore, India. A sole Arbitrator appointed with mutual consent by both Sri Devaraj Urs Medical College and Genea Fertility Centre shall conduct arbitration under the Indian Arbitration and Conciliation Act, 1996. The award of the arbitrator shall be a reasoned award and shall be final and binding on the Parties. The Arbitration shall be conducted in and the award shall be rendered in English language.
- c) The courts at Bangalore, India shall have jurisdiction over all matters arising in connection with this MOU.

21. **Force Majeure**

- a) Neither of the Parties to this MOU shall be liable or responsible for any failure to perform or delay in performance of their respective obligations hereunder, when such failure or delay is due or entitled to terminate this MOU shall stand terminated.
- b) If the Force Majeure Event continues unabated for an uninterrupted period of thirty (30) days, then the party so affected shall be entitled to terminate this MOU by notice stand terminated.

22. **Miscellaneous**

- a) **Expenses:** Each party shall bear its respective expenses and cost incurred in connection with the preparation, execution and delivery of this MOU.
- b) **Notice:** Notices, demands or other communication required or permitted to be given or made under this MOU shall be in writing and delivered personally or sent by registered post/acknowledgment due, courier or electronic mail addressed to the intended recipient at its address set forth below, or to such other address as either Party may from time to time duly notify to other:

If to Genea Fertility Centre:


Dr. Divyashree P S

Suvarnabhoomi, #452, 9th Cross, 2nd Phase, J P Nagar,
Bangalore-
560078

Telephone: 96633 51451/ 6360728115

E-mail: geneafertility06@gmail.com

Sri Devaraj Urs Academy of Higher Education and Research (formerly Sri Devaraj Urs University) is a deemed university located in Tamaka, Kolar, Karnataka, India


R.L. Jalappa Hospital & Research Centre
Tamaka, Kolar-563103.



Mobile No:

94483 95231 / 34 / 35 / 38

E-mail Id: ms@sduaher.ac.in

Any Party hereto or others mentioned above may change any particulars of its address for notice to the other in manner aforesaid. Any such notice, demand or communication shall, unless the contrary is proved, be deemed to have been duly served at time of delivery in the case of service by delivering in person or by post.

- c) **Assignment:** Neither party can assign this MOU without the prior written approval of the other party.
- d) **Third party benefit:** Nothing herein is intended, nor shall be construed to confer upon any Third Party any right, remedy or claim or by reason of this MOU. This MOU shall inure to the benefit of, and be members, as applicable.
- e) **Amendments:** Any amendment, modification, supplement or clarification to this MOU shall be valid only if all Parties approve and duly executed the same in writing.
- f) **Waiver:** Any waiver by any Party of any breach of any provision of this MOU shall be in writing and shall not be deemed to be a waiver of any subsequent breach of such provision.
- g) **Relationship between parties:** No provision of this MOU constitutes any Party as the legal representative or agent of another Party, nor shall any Party have the right or authority to assume, create or incur any liability or any obligation of any kind, express or implied, against or in the name of or on behalf of the other parties except as provided expressly under this MOU.
- h) No provision of this MOU shall be deemed to constitute a partnership or joint venture or any other legal entity between the parties and the relationship between the parties shall remain on principal-to-principal basis.
- i) **Counterparts:** The Parties have executed this MOU in counterparts, each of which so executed and delivered, shall be deemed as an original. All such counterparts shall together constitute one and the same MOU.


AS WITNESS this MOU has been signed by the Parties (or their duly authorised representatives) on the date stated at the beginning of this MOU.


Medical Superintendent
R.L. Jalappa Hospital & Research Centre
Tamaka, Kolar-563103.




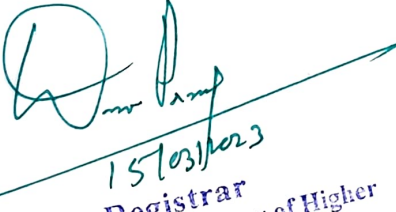
SIGNATORIES


For
**R L Jalappa Hospital and
Research Centre**


Signature **Medical Superintendent**
R.L. Jalappa Hospital & Research Centre
Tamaka, Kolar-563103.
Name: Dr. J Krishnappa
Designation: Medical Superintendent
Date: 15.03.2023

For
Genea Fertility Centre


Signature
Name: Dr. Divyashree P S
Designation: Medical Director
Date: 15.03.2023


15/03/2023
Registrar
Sri Devaraj Urs Academy of Higher
Education and Research
- Tamaka, Kolar - 563 103.


15/3/23