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INDIA NON JUDICIAL

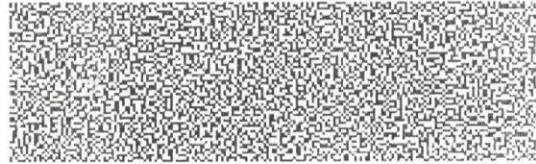
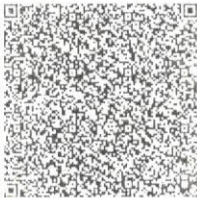
Government of Karnataka

Rs. 100

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Certificate Issued Date : 22-Dec-2022 04:33 PM
Account Reference : NONACC (FI)/ kacrsfl08/ SHESHDRIPURAM/ KA-GN
Unique Doc. Reference : SUBIN-KAKACRSFL0851321852275293U
Purchased by : MEDLINE ACADEMICS PVT LTD
Description of Document : Article 37 Note or Memorandum
Description : M O U
Consideration Price (Rs.) : 0
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First Party : SRI SIDDHARTHA ACADEMY OF HIGHER EDUCATION
Second Party : MEDLINE ACADEMICS PVT LTD
Stamp Duty Paid By : MEDLINE ACADEMICS PVT LTD
Stamp Duty Amount(Rs.) : 100
 (One Hundred only)

Authorized Signatory
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Memorandum of Understanding

This Memorandum of understanding is made on this 22nd day of December 2022 by and between **SRI SIDDHARTHA ACADEMY OF HIGHER EDUCATION** which is a deemed university registered under Section 3 of the UGC Act, 1956, located at Agalakote, B.H. Road, Tumkur, Karnataka - India - 572 107 herein after referred to as "SSAHE" which term shall unless

Statutory Alert:

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[Signature]

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contrary to the meaning or context, deemed to include its successors-in-interest, representatives and permitted assigns) of the First Part.

And

Medline Academics Pvt Ltd (MAPL) a company incorporated under the provisions of the Companies Act, 1956, having its office at #9, Navami Nakshatra, Flat #201, 2nd Floor, 1st Main Road, Seshadripuram, Bangalore-560 020 Karnataka, herein after referred to as "MAPL" which term shall unless contrary to the meaning or context, deemed to include its successors-in-interest, representatives and permitted assigns) of the Second Part.

(SRI SIDDHARTHA ACADEMY OF HIGHER EDUCATION and Medline Academics Pvt Ltd, also jointly referred to herein as 'Parties' and individually as 'Party')

WHEREAS, SRI SIDDHARTHA ACADEMY OF HIGHER EDUCATION (hereinafter referred to as SSAHE) is a deemed university, registered under Section 3 of the UGC Act, 1956, located at Agalakote, B.H. Road, Tumkur, Karnataka – India - 572 107

WHEREAS, Medline Academics is a registered Company, with a digital education platform and structured courses in the field of Reproductive Medicine and Embryology.

PURPOSE

NOW, THEREFORE, in consideration of the mutual promises made herein and of good and valuable consideration, the receipt and sufficiency of which the parties agree to the following protocols governing their collaboration in the said project and to sign a Memorandum of Understanding (MoU).

ARTICLE-I: SCOPE

The Scope of collaboration on development and execution in this Memorandum of Understanding includes the following courses, areas collectively known as courses:

1. Fellowship in Clinical Embryology
2. Fellowship in Reproductive Medicine
3. Fellowship in embryology
4. Fellowship in Basic Infertility Course
5. Fellowship in Basic Course in IUI
6. Fellowship in Basic Andrology Course
7. Fellowship in Training in Laparoscopy
8. Fellowship in Training in Endoscopy
9. Fellowship in Training in Hysteroscopy
10. Fellowship in Counseling Courses
11. Fellowship in Fertility Nurse Training Program
12. Fellowship in Basic Embryology Program
13. Fellowship in Advanced ART course for clinicians
14. Fellowship in Advance ART course for Embryologists



ARTICLE-II: TERMS OF INTERACTIONS

The Parties, agree to take part in the joint development of specialty courses as mentioned above in Article I. As per the memorandum of understanding, faculty, and staff from MAPL shall design and implement courses in reproductive medicine and embryology in online and hybrid formats in compliance with the requirements specified by SSAHE. SSAHE shall accredit and recognize the courses which comply with set requirements. Fees for courses developed through this collaboration shall be shared as per Annexure 1

ARTICLE-III: Exclusivity

Courses for reproductive medicine and embryology developed by MAPL for students in India shall be exclusively provided under the accreditation of SSAHE as per the terms and duration of this agreement.

ARTICLE-IV: RESPONSIBILITIES OF EACH PARTY

Responsibilities of Medline Academics Pvt. Ltd (MAPL).

- a) To coordinate the various activities for course design and development
- b) Develop content for courses in reproductive medicine and embryology
- c) Host courses on the online platform
- d) Develop simulation-based modules for hybrid courses
- e) Establish tie-ups with clinical centers for observer ship and hands-on training
- f) To collect fees from eligible candidates including registration and examination fees
- g) Conduct periodic assessments as per the requirements of the university

Responsibilities of SRI SIDDHARTHA ACADEMY OF HIGHER EDUCATION (SSAHE)

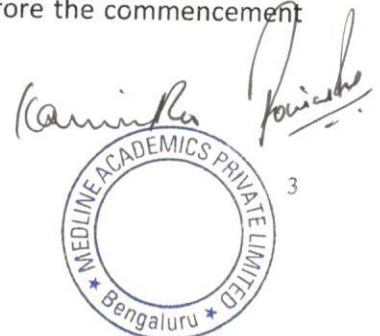
- a) To develop and specify the criteria for registration, training, and completion of specified courses to provide accreditation
- b) To establish the eligibility and framework for registration of candidates into courses
- c) To evaluate compliance of courses to specified criteria
- d) To provide accredit and jointly certify courses that meet compliance criteria

ARTICLE-V: EFFECTIVE DATE AND DURATION OF MoU

The MoU shall be effective from 22nd day of December 2022 for a duration of 3 years. The MoU can be further extended on mutual written consent after 3 years.

ARTICLE-VI: REVENUE SHARING

1. The course fees (excluding applicable taxes as per the prevailing rates from time to time) from the students shall be shared between parties in the ratio of 20% share to First Party and 80% share to Second Party.
2. If payment is incomplete (in case of dropouts or any other situation) then also the percentage of share will remain same out of total course fees collected.
3. Revenue sharing (Based on the fees collected) between Sri Siddhartha Academy of Higher Education (SSAHE) and Medline Academics Pvt Ltd (MAPL) shall be effective after completion of the admissions for each course and before the commencement of classes.



ARTICLE-VII: REVIEW OF PROGRESS

Both parties shall jointly review the progress on this collaboration through quarterly meetings.

Neither Party will use the name of the other party or its employees in any advertisement, press release, or other publicity without prior written approval of the other Party.

ARTICLE-VIII: INTELLECTUAL PROPERTY RIGHTS

Rights regarding publications, patents, royalty, ownership of software/ database/ design/ product/assay developed etc. under the scope of this MoU shall be decided by the Parties by mutual consent.

ARTICLE-IX: CONFIDENTIALITY

During the tenancy of the MoU, all parties will maintain strict confidentiality and prevent disclosure of all the confidential information and data exchanged under the scope of this MoU for any purpose other than in accordance with this MoU.

'CONFIDENTIAL INFORMATION' shall mean any proprietary information, data or facts belonging to PARTIES collectively or severally, disclosed by the disclosing Party under this agreement or any subsequent agreement, whether in writing, verbal or electronically, irrespective of the medium in which such information is stored, which is marked confidential or with any other words having similar meaning by the disclosing Party, or specifically agreed to be kept confidential by the Parties, or declared or identified so by the disclosing Party before such disclosure or during the discussions.

Both parties bind their respective personnel who come into possession or knowledge of any confidential information not to disclose the same to third parties without written approval of the disclosing Party or use such confidential information for any use other than intended for purposes of this Project under this MoU. Further, both parties agree to put in place adequate and reasonable measures to keep and store confidential information secure so as to prevent any unauthorized use.

This clause shall survive the termination or expiry of this MOU.

ARTICLE-X: AMENDMENTS

Any Article or clause of the MoU may be modified or amended by mutual agreement of both parties. Any amendment or modification to this MoU shall be in writing and signed by both Parties here to and shall be deemed to form part of the MoU only after such execution.

ARTICLE-XI: RESOLUTION OF DISPUTES

- a) This MoU shall take effect and be construed in accordance with the Laws of India.
- b) If any dispute or difference whatsoever arises between Parties in relation to or in connection with this MoU, all the Parties shall first try to resolve the dispute/difference amicably between themselves, failing which the matter shall be resolved between the Heads or authorized representatives of SRI SIDDHARTHA ACADEMY OF HIGHER EDUCATION and Medline Academics Pvt Ltd.



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MEDLINE ACADEMICS PRIVATE LIMITED
Bengaluru

ARTICLE-XII: MISCELLANEOUS

The headings and sub-headings are inserted for convenience only and shall not affect the construction of this MoU.

- a) No failure to exercise and no delay in exercising, on the part of a Party, and right, remedy, power or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege. The rights, remedies, power and privileges herein provided are cumulative and not exclusive of any right, remedies, powers and privileges provided by law.
- b) After this MoU has been signed, all the preceding understandings/negotiations and the correspondence pertaining to it shall become null and void.

IN WITNESS WHEREOF PARTIES HERETO HAVE ENTERED INTO THIS AGREEMENT EFFECTIVE AS ON the date specified in Article V of the agreement above.

ACKNOWLEDGE, ACCEPTED AND AGREED TO:

For SSAHE

For MAPL



Dr. Balakrishna Shetty
Vice Chancellor



Dr. Kamini A Rao
Director



Pooja Sidharth Rao
Managing Director



Witness 1:

Witness 2:



Dr. M Z Kurian
Registrar



Mr. Shridhar C
Finance Manager

