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Account Reference : NONACC (FI)/ kacrsf108/ LALBAGH ROAD1/ KA-BV
Unique Doc Reference : SUBIN-KAKACRSFL0810096918342150W
Purchased by : RADHAKRISHNA RESEARCH AND TRAINING CENTER
Description of Document : Article 37 Note or Memorandum
Description : MEMORANDUM OF UNDERSTANDING
Consideration Price (Rs.) : 0
 (Zero)
First Party : SRI SIDDHARTHA ACADEMY OF HIGHER EDUCATION SSAHC
Second Party : RADHAKRISHNA RESEARCH AND TRAINING CENTER
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Memorandum of Understanding

This Memorandum of understanding is made and executed on 6th day, of February, 2024 (06/02/2024) between:

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

AND

PTO

Statutory Alert:

1. The authenticity of this Stamp certificate should be verified at 'www.shcilestamp.com' or using e-Stamp Mobile App of Stock Holding. Any discrepancy in the details on this Certificate and as available on the website / Mobile App renders it invalid.
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Radhakrishna Research and Training Center a registered Partnership firm having **Pan AAQFR7405L** and **GST NO 29AAQFR7405LIZH**, having its office at # ¾, Sunrise Towers, J.P. Road, Girinagar, Bangalore – 560 085, Karnataka,

Radhakrishna Research and Training Center and SRI SIDDHARTHA ACADEMY OF HIGHER EDUCATION, also jointly referred to herein as 'Parties' and individually as 'Party')

Whereas, Radhakrishna Research and Training Center is a registered Partnership Firm, with a digital education platform and structured courses in the field of reproductive medicine and embryology.

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

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. course details: Enclosed

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 Radhakrishna Research and Training Center shall design and implement courses in **Advanced Infertility Course** and **Minimally Invasive Gynecological Surgeries** 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

The Courses developed by Radhakrishna Research and Training Center 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 Radhakrishna Research and Training Center

- a) To coordinate the various activities for course design and development
- b) Develop content for the courses specified
- 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 for 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 collected from Radhakrishna Research and Training shall be shared between parties on the ratio of 20% share to SRI SIDDHARTHA ACADEMY OF HIGHER EDUCATION -First Party and 80% will be retained by Radhakrishna Research and Training Center -Second Party. Any GST is applicable on these fees will be directly collected from students by Radhakrishna Research and Training Center and GST amount will be deposited to GST authorities.
2. If payment is incomplete (in case of dropouts or any other situation) then also percent of share will be same out of total fee collected.
3. Revenue sharing (Based on the fee collected) between Sri Siddhartha

Academy of Higher Education (SSAHE) and Radhakrishna Research and Training Center happened 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 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 Radhakrishna Research and Training Center and SRI SIDDHARTHA ACADEMY OF HIGHER EDUCATION.

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 here under preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege. The rights, remedies, power and privileges here in 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 HERE TO HAVE ENTERED INTO THIS AGREEMENT EFFECTIVE as on the date specified in Article V of the agreement above

ACKNOWLEDGE, ACCEPTED AND AGREED TO:

For **SRI SIDDHARTH**

ACADEMY OF HIGHER EDUCATION


Dr. K.B. Lingegowda
Vice Chancellor

Sri Siddhartha Academy of Higher Education
Agalakote, B.H. Road, Tumkur - 572 107.


Dr. M-Z Kurian
Registrar

REGISTRAR


Sri Siddhartha Academy of Higher Education
Agalakote, B.H. Road, Tumkur - 572 107.

For **RADHAKRISHNA
RESEARCH AND TRAINING
CENTER**

**For Radhakrishna Research
& Training Centre**


Dr. Vidya V. Bhat
Medical Director

**For Radhakrishna Research
& Training Centre**


Dr. B K Vishwanth
Dean

Partner