

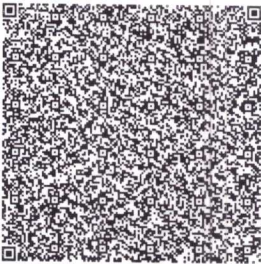


सत्यमेव जयते

INDIA NON JUDICIAL Government of Karnataka

e-Stamp

Certificate No.	: IN-KA96242586313572Q
Certificate Issued Date	: 16-Feb-2018 12:31 PM
Account Reference	: NONACC (FI)/ kacrsf108/ NELAMANGALA3/ KA-BR
Unique Doc. Reference	: SUBIN-KAKACRSFL0842011542859310Q
Purchased by	: THE HIMALAYA DRUG COMPANY
Description of Document	: Article 12 Bond
Description	: AGREEMENT
Consideration Price (Rs.)	: 0 (Zero)
First Party	: THE HIMALAYA DRUG COMPANY
Second Party	: GRAM TARANG FOODS PVT LTD
Stamp Duty Paid By	: THE HIMALAYA DRUG COMPANY
Stamp Duty Amount(Rs.)	: 200 (Two Hundred only)



Slobha. B.
Authorised Signatory
Town Co-Op. Society (Ltd.)
B.H. Road, Nelamangala.

-----Please write or type below this line-----

CONFIDENTIALITY AND NON- DISCLOSURE AGREEMENT

This Confidentiality and Non-Disclosure Agreement ('Agreement') executed on this ____ day of February 2018 ("Effective Date"):

BETWEEN:

The Himalaya Drug Company, a partnership firm registered as per the laws of India, having its principal place of business at Makali, Bangalore 562 162, India (hereinafter referred to as 'Himalaya which expression shall mean and include its successors and assigns); and

- 1 -

Statutory Alert:

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

Gram Tarang Foods Private Limited, a company organised and validly existing under the laws of India and having its factory at Plot No.1, IDCO Industrial Estate, Ramaswamipur Village, Paralakhemundi, Gajapati District, Odisha, 761200 (hereinafter referred to as '**GTFPL**' which expression shall include its affiliates, successors and assigns).


"Himalaya" and "GTFPL " are hereinafter individually or collectively referred to as the "Party" or the "Parties".

WHEREAS:

- I. Himalaya is, interalia, engaged in the research and development, manufacturing and commercialization of Herbal healthcare, consumer care, mother care, baby care, animal care and wellness products worldwide;
- II. GTFPL is engaged in Research and development, Manufacturing and Commercialization of Super Critical Fluid extracts from Herbal materials.
- III. Himalaya and GTFPL propose to enter into certain negotiations and evaluation to explore a potential future relationship and/or transaction in relation to the extraction of Herbal Actives involving of Super Critical Fluid extracts from Herbal materials, for use in Himalaya's products, in course whereof either of the party may disclose ("**Disclosing Party**") to the other party ("**Recipient**") certain Confidential Information (as defined hereunder).
- IV. The Disclosing Party intends that the Recipient uses the Confidential Information only for the purpose of enabling the Parties to assess and evaluate the possibility of mutually beneficial collaboration in relation to the extraction of Herbal Actives from Herbal materials subject to the terms and conditions agreed herein.
- V. The parties desire to assure the protection and preservation of the confidential or proprietary nature of information that may be disclosed or made available in the course of such evaluation.
- VI. This confidentiality agreement is only for the purpose of negotiation and evaluation of the proposed trial extractions involving of Super Critical Fluid extracts from Herbal materials. On reaching consensus of the proposed trail a definitive commercial agreement would be executed by and between parties.

NOW THEREFORE in consideration of the premises and mutual obligations hereinafter described, the receipt and sufficiency of which is hereby acknowledged, Himalaya and GTFPL hereby covenant and agree as follows:

1. **Recitals:** The recitals above shall form part of this Agreement
2. The term "**Confidential Information**" shall, without limitation, mean and include all technical and non-technical Confidential Information relating to the products, processes and the business, including without limitation any and all Confidential Information concerning:



(a) non-public information, trade secrets, technical/process/scientific information, study, drug, research, experimental work, clinical development plans, protocols, data, know-how, techniques, methodologies, formulae, drug delivery regimens, materials, processes, apparatus, concepts, specifications, compositions, equipment, engineering details, sketches, drawings, models, algorithms, software programs and source documents, design details, procurement, manufacturing, purchasing requirements, commercial and financial information, customer lists, business plans, forecasts, sales, merchandising, and marketing plans, pricing and pricing mechanisms, vendors, investors, employees, business and contractual relationships, information relating to the product or trial results or any other information including above mentioned Confidential Information relating to its affiliates, associates; Correspondence of any nature in any forms between the Parties. Confidential Information shall also include its Derivatives. Derivatives' which forms part of the Confidential Information shall mean:

- i. any copyrightable or copyrighted material, any translation, abridgement, revision, or other form in which an existing work may be recast, transformed, or adapted;
- ii. any patentable or patented material and any improvement thereon; and
- iii. any material which is protected by trade secret, any new material derived from such existing trade secret, including new material which may be protected by copyright, patent, and/or trade secret

Any Confidential Information disclosed by the Disclosing Party in written form shall be prominently marked "Confidential". Information other than written form shall be identified as confidential at the time of disclosure and summarized in writing, and prominently marked "Confidential" or similar legend within seven (7) days of initial disclosure.

The Disclosing Party shall disclose or deliver to the Recipient only such Information as the Disclosing Party, in its sole discretion, deems necessary or desirable for the purpose of the disclosure. The Recipient may in its sole discretion refuse to receive any Information offered to be disclosed or delivered by the Disclosing Party.

3. Disclosure and Use of Confidential Information.

3.1 The Confidential Information shall be used only during the Term and only for the Purpose aforementioned. Confidential Information shall not be used, in whole or in part, for any commercial purpose in any manner. The Recipient shall keep the Confidential Information as confidential and to employ the same degree of care as it would employ to protect its own confidential and proprietary information, which will in any case be no less than reasonable care and consistent with the obligations described hereunder. The Recipient shall limit disclosure and dissemination of Confidential Information of the Disclosing Party and shall not disclose it to any third party, except, where applicable, to only to those directors, officers, employees, agents and professional advisors who reasonably require access to Confidential Information to achieve the Purpose; provided that the Recipient first require each such person to agree, either as a condition of their service to Recipient or in order to obtain the Confidential Information of the Disclosing Party, to be bound by terms and conditions substantially similar to those terms and conditions applicable to the Recipient under this Agreement. Notwithstanding the same,



the Recipient will in all events continue to be liable as a principal party for any breach of this Agreement by its directors, employees, officers, agents and professional advisors.

- 3.2 The Recipient shall not make copies of any Confidential Information and any portion thereof disclosed, except to the extent for the Purpose of this agreement. Such copies shall be treated as Confidential Information under this Agreement;
- 3.3 To the extent that Recipient makes, whether solely or jointly with others, without the prior written authorization of Disclosing Party, any development or improvement to any Confidential Information or any intellectual property related thereto that results from Recipient's use, benefit, or access to any Confidential Information (collectively, "Unauthorized Developments"), Recipient shall assign and does hereby assign to Disclosing Party, for consideration herein acknowledged, all of Recipient's rights, title and interest in and to the Unauthorized Developments. The Unauthorized Developments shall be treated as Confidential Information under this Agreement. Recipient hereby appoints Disclosing Party as its attorney-in-fact for the limited purpose of executing all documents and performing all other acts necessary to give effect and legality to the provisions of this paragraph.
- 3.4 Recipient agrees and acknowledges that it shall not publish or disclose or otherwise to make public the Confidential Information including the report of the study at any symposia, national or regional professional meetings, and publish in journals, thesis or dissertations, or otherwise, methods and results of such project and in particular, posting the study results in on-line research publications or magazines or through any other medium which are available. Any unauthorized disclosure or publication shall be construed as breach of this agreement and Disclosing Party will be entitled to seek equitable relief in addition to all other remedies available at law or in equity for any breach of this Agreement.

4. Exclusions from Nondisclosure and Non-use Obligations.

- 4.1 The obligations under clause 3 above with respect to the Confidential Information whether in whole or portion of that shall not apply to the extent that Recipient can validate that the Confidential Information received.
 - (a) was in the public domain at the time such portion was disclosed or communicated to the Recipient by the Disclosing Party;
 - (b) subsequently becomes available to the public through no fault or act of the Recipient,
 - (c) was rightfully in the Recipient's possession free of any obligation of confidence at or subsequent to the time such portion was communicated to the Recipient by the Disclosing Party,
 - (d) was developed by employees or agents of the Recipient independently of and without reference to any Confidential Information communicated to the Recipient by the Disclosing Party, or
 - (e) was received by the Recipient from a third party, who did not acquire it directly or indirectly from a source under any continuing obligation of confidence.



- 4.2 In the event the Recipient becomes legally compelled by government, administrative, or judicial process to disclose any of the Confidential Information, the Recipient will provide prompt prior written notice thereof to the Disclosing Party and the Recipient shall take all reasonable and lawful actions to obtain confidential treatment for such disclosure and seek a protective order or other appropriate remedy to minimize the extent of such disclosure.
5. **Ownership and Return of Confidential Information.** Nothing herein nor any disclosure of any Confidential Information shall operate to and/or be deemed to confer, by implication or otherwise, any right, title or interest in the Confidential Information unto the Recipient nor be effective to license the Confidential Information to the Recipient. The Recipient acknowledges that the Disclosing Party (or any third party entrusting its own confidential information to the Disclosing Party) claims ownership of the Confidential Information disclosed by the Disclosing Party and all intellectual property rights in, or arising from, such Confidential Information. This Agreement does not authorize either Party to use the other Party's Confidential Information for development, experimentation, optimization, patent applications or product registration. The Disclosing Party will be at any time entitled to ask the Recipient to return all Confidential Information disclosed and upon receipt of such request the Recipient shall and after such request, promptly destroy or deliver to the Disclosing Party, at the sole option of the Disclosing Party, (a) all materials furnished to the Recipient by the Disclosing Party, (b) tangible media incorporating Confidential Information, including any copies, notes, compilations that contains, embodies, or otherwise reflects Confidential Information, except that one (1) archive copy to be maintained confidential may be retained by the Recipient and (c) provide written certification of the Recipient's compliance with the obligations under this Section and thereafter all limited rights of disclosure and use of Confidential Information in terms hereof will also cease with immediate effect.
6. **Covenants of GTFPL :**
- 6.1 GTFPL agrees that all the rights in such Confidential Information(s) arising out of the evaluation under this agreement shall be vested with Himalaya. GTFPL further agrees that it shall not claim any right or authority over such Confidential Information(s).
- 6.2 GTFPL agrees it shall not disclose the Confidential Information(s) related to the evaluation particularly related to the ingredient/s or the outcome of the evaluation to any third party.
- 6.3 GTFPL agrees and acknowledges that all results post evaluation shall be the exclusive property of Himalaya. GTFPL further agrees that the Himalaya shall be the absolute owner/proprietor of such results. All rights including the IP Rights over such results shall vested with Himalaya all times
7. **Term, Termination and Survival of Obligations.** This Agreement shall be valid for a period of 1 (One) year commencing from the Effective Date unless terminated by either party by giving a prior notice of thirty (30) days, whichever is earlier ("Term"). Notwithstanding anything stated herein, the obligations of confidentiality, non-disclosure and non-use of Confidential Information cast on the Recipient shall survive for a period of five (5) years from the expiry of the Term or from the date of termination. Upon termination of the Agreement, Recipient shall return to the Disclosing Party (or to a person suggested Disclosing Party) all Confidential Information, Derivatives and their copies irrespective of storage or presentation medium,



including all electronic and hard copies thereof, and other material containing or disclosing any Confidential Information not later than 15 (fifteen) days from the date of such termination or destroy the same at the option of the Disclosing Party.

8. **Indemnity:** The Parties acknowledge and agree that the restrictions contained in this Agreement are necessary for the protection of their business and property, and consider them to be reasonable for such purpose. The Recipient agrees to indemnify and hold the Disclosing Party harmless from any liabilities, damages, costs, claims, demands, prosecutions, proceedings and expenses (including reasonable attorney's fees) resulting from, relating to, or arising out of the misuse or alleged misuse of any Confidential Information provided or made available or falling accessible to Recipient by virtue of this Agreement or arising out of the breach, default or non-performance of this Agreement or by any act or omission of the persons engaged by the Recipient.
- a) **Governing Law and Dispute Resolution.** This Agreement shall be governed by and construed in accordance with the laws of India and the courts at Bengaluru shall have exclusive jurisdiction. Any disputes arising out or in connection with this Agreement shall be amicably resolved, failing which the disputes shall be settled by arbitration in accordance with the provisions of the Arbitration and Conciliation Act, 1996 by a sole arbitrator mutually agreed upon between the parties in writing. In case the Parties are unable to decide an arbitrator, either Party can approach the Courts having jurisdiction to appoint an Arbitrator. The seat of arbitration shall be Bengaluru, India and the language of arbitration shall be English. The award passed by the arbitrator shall be binding on the Parties and can be enforced as per the law.
9. **Injunctive Relief.** The Recipient agrees that any threatened or actual breach of the terms of this Agreement by the Recipient will cause irreparable loss to the Disclosing Party and the said loss cannot be compensated by monetary compensation and, in addition to all other rights and remedies that the Disclosing Party may have under law and equity, the Disclosing Party will have the right to seek and obtain appropriate injunctive relief from courts of competent jurisdiction.
10. **Miscellaneous.**
 - a) Neither party shall assign any of its rights and/or obligations under this Agreement without the prior written consent of the other Party;
 - b) It is understood that the Confidential Information is given on a non-exclusive basis and that the Disclosing Party remains free to disclose the Confidential Information to any other party;
 - c) No amendments or modifications to this Agreement shall be valid unless agreed to in writing by both parties to this Agreement;
 - d) The failure, with or without intent, of either Party to insist upon the strict and/or literal performance by the other party of any term hereof, shall not be treated as, or be deemed to constitute, a modification of any the terms hereof, nor shall such failure or election be



deemed to constitute a waiver of right of either party, at any time whatsoever thereafter, to insist upon performance of that particular or any other obligation by the other Party;

- e) If any of the terms hereof shall be determined to be invalid or unenforceable, the validity and effect of the other terms and conditions shall not be affected thereby;
- f) All Confidential Information is provided "AS IS" and without any warranty, express, implied or otherwise, regarding such Confidential Information's accuracy or performance. Each Party represents and warrants that it is not under any obligation to any third party that is inconsistent or in conflict with its obligations under this Agreement. The Disclosing Party, in relation to the Confidential Information, makes no warranties, express or implied, including any warranty of merchantability or fitness for a particular purpose. In no event shall the Disclosing Party be liable for any indirect, special, incidental, consequential or exemplary damages (including but not limited to lost profits, lost goodwill) even if the Disclosing Party was aware of such possibility;
- g) Nothing in this Agreement shall be or be construed as being an agreement between the Parties to enter into any arrangement or further agreement relating to the subject matter of this Agreement.
- h) The Parties warrant that the signatory signing the attached Agreement on their respective behalf is duly authorised to do so and irrevocably binds the respective Parties to the Agreement.
- i) This Agreement shall not be construed to constitute, create, give effect to or otherwise imply any joint venture, partnership or any formal business relationship between the Parties.
- j) This Agreement constitutes the entire agreement between the Parties and supersedes all previous understandings, agreements, communications and representations, whether written or oral, concerning the subject matter hereof.

IN WITNESS WHEREOF, this Agreement has been executed by duly authorised representatives of the Parties in two original counterparts.

The Himalaya Drug Company



Name: Dr. Rangesh Paramesh
Title: Chief Scientific Officer
Date:



Gram Tarang Foods Private Limited



Name: Mr. Shashikant Tewary
Title: Managing Director
Date:



भारतीय गैर न्यायिक

एक सौ रुपये

Rs. 100

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ONE
HUNDRED RUPEES

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भारत INDIA
INDIA NON JUDICIAL

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Bipartite agreement and memorandum of understanding between

Eye-Q Vision Private Limited, Gurugram, Haryana and The School of Paramedic and Allied Health Science, Centurion University of Technology & Management, Bhubaneswar for

Building institutional collaboration for arranging support towards clinical teaching, practical training, faculty development, internship training and placement of paramedical and allied health science students of the Centurion University

This Articles of agreement made on this day December 26, 2020 in Bhubaneswar between

*The Medical Director, Eye-Q Vision Private Limited, with its clinic / hospital located at Sector 46, Gurugram, Haryana – India – 122003, herein after called as **First party***

And

*The Registrar, Centurion University of Technology & Management (CUTM), with its corporate office located in 17, Forest Park, Bhubaneswar 751009, Odisha and its university branch located at Village Ramchandrapur, PO Jatni, Bhubaneswar, District Khurda, Odisha, herein after called as **Second party***

For implementation of **Building institutional collaboration for arranging support towards clinical teaching, practical training, faculty development, internship training and placement of paramedical and allied health science students of the Centurion University**

Henceforth referred to as the **Project** for the agreement in subsequent paragraphs.

That the both parties agreed to the scope of this agreement for effective implementation of the **project** as per the laid down terms and conditions

[Signature]
INDIA

1



Anita Patra

Background and Scope of the partnership agreement:

The Centurion University of Technology & Management (CUTM) is a private, multi-sectoral, UGC approved university with NAAC A accreditation, non-clinical academic institution offering undergraduate and skill building courses on paramedic and allied health sciences like B. Optometry, and HSSC approved skill building courses e.g., Refractionist and Vision Technician.

The CUTM plans to become a clinical establishment and offer outdoor based preventive, promotive and curative eye care services for its students, staff and to community in Jatni as part of its social services and Corporate Social Responsibility initiative.

The **Eye-Q Vision Private Limited** situated in Gurugram, Haryana is a reputed and recognized clinical establishment providing speciality eye care services. It is equipped with various modern and state of art instruments & equipment, facilities and provides regular outdoor and indoor services in the domain of primary, secondary and tertiary eye care services.

The **Eye-Q Vision Private Limited** situated in Gurugram, Haryana is agreeable to enter into a resource sharing model of collaboration to provide opportunity for clinical teaching, practical training, internship training and placement of paramedical and allied health science students of CUTM.

The scope of the agreement would be as following:

- **Providing technical and managerial support towards the following activities:**
 - Review, revise and upgrade academic curriculum(s) for training/teaching to make it industry oriented
 - Participate as resource persons for conducting internal assessment, external assessment and faculty development.
- **There will be no commercials involved between Eye-Q Vision Private Limited and CUTM for this association towards training and placement of qualified candidates.**
- **Providing support in organizing an industry visit and conduct primary orientation on eye care industry perspectives to B. Optometry Certificate and Skill development course students after their joining the course at SPAHS, CUTM Jatni for 1 day*.**
- **Providing clinical teaching and practical training opportunity* under supervision in eye care clinical/ industry setup for**
 - 15-21 days under supervision as per course content during 3rd and 5th semester of B. Optometry course
 - 07-10 days in the 2nd and 3rd month of Vision Technician and Refractionist course.
- **Providing internship opportunity under supervision in eye care clinical/ industry setup for**
 - 1 year during 7th & 8th semester as per course content of B. Optometry students
 - 6 months for post completion of skill training or certificate course content of VT/RT/COA/COSA
- **Providing placement opportunity in eye care clinical/ industry setup after campus interview for**
 - B. Optometry students after successful graduation



Amrita Patra

- COA/COSA students after successful completion of the certificate course and certification by Allied Medical Council, Odisha.
- VT/RT skill development students after successful completion of the course and certification by HSSC.

The implementation of the project would take place in the **Eye-Q Vision Private Limited**, Gurugram, Haryana and in the School of Paramedic & Allied Health Sciences (SPAHS), Centurion University of Technology & Management, Jatni campus.

The timeline for implementation of the project would be from December 26, 2020 onwards for a period of 3 years which may be extendable with due consent of both the parties.

The implementation of the project effectively and efficiently will be guided, supervised and implemented by an Executive committee which will periodically meet and review progress in implementation for expansion and improvement of clinical training services. The constitution of the committees and functioning of the committees will be guided by the Terms of reference and Scope of work defined respectively.


The roles and responsibilities for implementation of the project would be shared between partners as per details given below:

Roles of the first party:

1. The first party would select a nodal officer who would be the point person for day to day coordination, facilitation, review, monitoring of the progress of project with the 2nd party to implement project as per timeline.
2. The first party will nominate three officials for representing 1st party in the Executive committee like, Nominee of the Management, Medical Director and Hospital Manager.
3. The first party will be responsible for jointly designing of new courses, periodic review & up-gradation of the existing teaching training curriculums through an expert committee to design the courses to make them health sector industry oriented.
4. The first party will be responsible for identification and deputation of suitably qualified doctors/ trainer for delivering quality training and skilling support, internal and external assessments, quality assurance of training/teaching and health research activities in SPAHS, CUTM and in **Eye-Q Vision Private Limited** as per subject domain.
5. The first party would remain responsible for monitoring the quality of the clinical teaching, practical training, internship training and placement of paramedical and allied health science students of Centurion University as part of project services implemented by the 2nd party. The 1st party would be responsible to give feedback based on monitoring observations to the 2nd party if any need for improvement is observed in written, over telephone, through e-mail immediately/ as soon as possible.
6. The first party would give technical inputs for finalization of the activities in the clinical establishment at CUTM.
7. The first party would coordinate and convene periodic (monthly/ quarterly) review meetings with the executive committee. This meeting would address solutions of problems that are put up by the 2nd party to facilitate implementation of the project as per timeline.

Roles of the second party:

1. The second party will select a nodal officer who would be the point person for day to day coordination, facilitation and necessary discussion with the 1st party to move the project as per timeline.

Sunil Jha


Bindaneswar


Anita Patra

2. The second party will nominate three officials for representing 2nd party in the Executive committee like, Nominee of the Management; Dean, School of Paramedical and Allied Health Sciences; and Director, School of Paramedics and Allied Health Sciences, CUTM University.
3. The second party will be responsible for jointly designing and implementation of new courses, periodic review & up-gradation of the existing teaching training curriculums through an expert committee to implement the courses to make them health sector industry oriented.
4. The second party would be responsible for applying, certification to state appropriate authority for transforming the School of Paramedics and Allied Health Sciences, CUTM as a clinical establishment as per statutory rules.
5. The second party will be responsible for providing managerial, logistics support for delivering the clinical services in the CUTM as a clinical establishment.
6. The second party will be responsible for upkeep and maintenance of various clinical infrastructure, facilities and equipment to provide clinical services like outdoor and investigation (pathology, radio diagnostic, optometry, cardiac care, dental care, physiotherapy etc.,) services in phased manner.
7. The second party would be responsible to undertake corrective actions immediately or within reasonable time to respond based on monitoring observations by the 1st party.
8. The second party would coordinate and convene periodic (monthly/ quarterly) review meetings with the executive committee. This meeting would address solutions of problems that are put up by the 1st party to facilitate implementation of the project as per timeline.

That, the both parties agree to work on a detailed project design and activities including resource sharing plan within 1 month of signing of this agreement.

That, the both parties agree to represent all the project activities and results as a joint initiative with use of Logo of both the parties for branding, visibility and representation in various forums.

That, the both parties agree to follow the following terms and conditions related to the contract implementation and would duly practice

- Any modification of the terms and conditions of the **agreement** would be done in writing after due discussion and documentation.
- Any modification of the design and plans of the **project** would be done in writing after due discussion and documentation.
- Any party desires to terminate the project before set timeline or completion of the project due to non fulfilment of the roles and responsibilities as described above can do so after discussion and written notice to the other party.

In witness thereof, the Medical Director, **Eye-Q Vision Private Limited**, Gurugram, Haryana and the Registrar Centurion University of Technology & Management (CUTM), Bhubaneswar have set their hands this day and year to agree on the above written terms and conditions of the partnership.

Sumit Chauhan



Anita Patra

Sumit Sharma



Signature

Medical Director,
Eye-Q Vision Private Limited,
Management,
Gurugram, Haryana

Name

Address

Witness-1

Witness-2

Anita Patra



Signature

Prof. Anita Patra,
Registrar,
Centurion University of Technology &

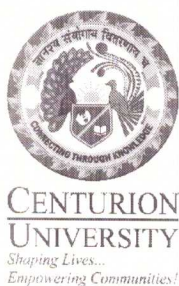
Bhubaneswar

Name: *Sanjay Kumar Gouda*

Address: *Dean SOPAHS*

Witness-1: *Dr. Anita Patra Bhubaneswar*

Witness-2: *Sanjay Kumar Gouda,
Placement Coordinator
SOPAHS, CUTM*



GENERAL AGREEMENT FOR COLLABORATION

between the

Centurion University, Odisha

and the

Centre for Sustainable Agriculture, Secunderabad

WHEREAS, Centurion University is an education and research institution and Centre for Sustainable Agriculture is a development organization working on food, farming, environmental and public policy issues, and whose mission includes providing quality learning opportunities for students, scientists and communities, as well as promoting academic research and making fruits of research reach the needy people;

WHEREAS, both institutions consider the promotion and support for training and research and community outreach to be of primary importance in the fulfillment of their mission, goals and objectives;

WHEREAS both institutions consider that increasing opportunities for cooperation and exchange increases understanding of the subject deeper and appreciation;

NOW, THEREFORE, the **Centurion University of Technology and Management, Odisha** (hereafter **Centurion University**) and the **Centre for Sustainable Agriculture, Secunderabad** (here after **CSA**), agree to promote mutual cooperation in training,

FIRST: This general agreement for Collaboration shall establish the criteria under which Centurion University and CSA will carry out joint collaborative activities of mutual interest.



research and outreach in agriculture and rural livelihoods, according to the following clauses:

FIRST: This general agreement for Collaboration shall establish the criteria under which Centurion University and CSA will carry out joint collaborative activities of mutual interest.

SECOND: Both Institutions agree to consider and discuss the following forms of potential cooperation, within areas and on terms that are mutually acceptable:

- (a) Design courses on organic/natural farming, rural livelihoods, Farmer Producer Organizations for students, Policy issues in agriculture and rural development;
- (b) CSA will organize teachers trainings on organic/natural farming, FPOs, policy issues etc. where and when required.
- (c) Exchange of academic personnel for mutual learning;
- (d) Cooperative research and development activities;
- (e) Joint organization of conferences, symposia, short-term courses, training and Farm advisory services;
- (f) CSA will provide training and internship to the students of Centurion University
- (g) Use the each other's facilities
- (h) Exchange of academic or scientific materials and publications of common interest; and
- (i) Any other mutually agreed activity that would benefit both institutions.

THIRD: All proposed courses, projects, programs or work agreements including anything contemplated under (a) through (g) above, arising from this General Agreement and its respective terms and conditions including budgets and financial aspects shall first be discussed and if agreed upon, will then be implemented as "Specific Agreements" of collaboration. The Specific Agreements will implement this General Agreement and shall be signed by authorized representatives of both institutions.

FOURTH: Each institution will designate its own personnel to liaise with each other and administer any activities associated with this General Agreement, as well as the development and implementation of any Specific Agreement.

FIFTH: The institutions may, jointly or separately, endeavor to obtain financial resources from other institutions, government agencies and national and international organizations for the development of activities associated with the implementation of any Specific Agreement.



A handwritten signature in blue ink, consisting of stylized cursive letters.

SIXTH: The present General Agreement will become valid upon signature by authorized persons of both institutions and shall remain in effect for a period of five (5) years from its effective date. It may be renewed or amended at any time before the actual expiration date by a written agreement signed by authorized representatives of both institutions.

SEVENTH: This General Agreement may be terminated by either institution upon six (6) months prior written notice to the other partner; however, termination shall not affect the implementation of activities that have already commenced pursuant to a Specific Agreement. Those Specific Agreements will remain in effect until the required associated activities are completed.

EIGHTH: By signing this document, the institutions acknowledge that they have reviewed and understood the content and extent of each of its clauses, and agree to carry out the actions necessary to implement it. Two copies of this document will be signed in English and both versions with the same content and validity.

CENTURION UNIVERSITY

Odisha, India

CENTRE FOR SUSTAINABLE AGRICULTURE

Secunderabad, Telangana, India

Prof. Anita Patra

Registrar

Anita Patra



Date: 31.01.2020

A handwritten signature in blue ink, appearing to read "Dr. G.V. Ramanjaneyulu".

Dr. G.V. Ramanjaneyulu

Executive Director,

Date: 31.01.2020.

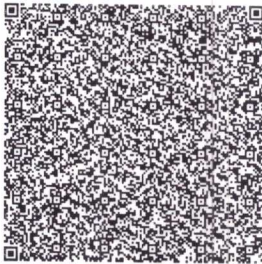


सत्यमेव जयते

INDIA NON JUDICIAL Government of Karnataka

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Certificate No. : IN-KA96242586313572Q
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Unique Doc. Reference : SUBIN-KAKACRSFL0842011542859310Q
Purchased by : THE HIMALAYA DRUG COMPANY
Description of Document : Article 12 Bond
Description : AGREEMENT
Consideration Price (Rs.) : 0
(Zero)
First Party : THE HIMALAYA DRUG COMPANY
Second Party : GRAM TARANG FOODS PVT LTD
Stamp Duty Paid By : THE HIMALAYA DRUG COMPANY
Stamp Duty Amount(Rs.) : 200
(Two Hundred only)



Slobha. B.
Authorised Signatory
Town Co-Op. Society (Ltd.)
B.H. Road, Nelamangala.

-----Please write or type below this line-----

CONFIDENTIALITY AND NON- DISCLOSURE AGREEMENT

This Confidentiality and Non-Disclosure Agreement ('Agreement') executed on this ____ day of February 2018 ("Effective Date"):

BETWEEN:

The Himalaya Drug Company, a partnership firm registered as per the laws of India, having its principal place of business at Makali, Bangalore 562 162, India (hereinafter referred to as 'Himalaya which expression shall mean and include its successors and assigns); and

- 1 -

Statutory Alert:

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

Gram Tarang Foods Private Limited, a company organised and validly existing under the laws of India and having its factory at Plot No.1, IDCO Industrial Estate, Ramaswamipur Village, Paralakhemundi, Gajapati District, Odisha, 761200 (hereinafter referred to as '**GTFPL**' which expression shall include its affiliates, successors and assigns).

"Himalaya" and "GTFPL " are hereinafter individually or collectively referred to as the "Party" or the "Parties".

WHEREAS:

- I. Himalaya is, interalia, engaged in the research and development, manufacturing and commercialization of Herbal healthcare, consumer care, mother care, baby care, animal care and wellness products worldwide;
- II. GTFPL is engaged in Research and development, Manufacturing and Commercialization of Super Critical Fluid extracts from Herbal materials.
- III. Himalaya and GTFPL propose to enter into certain negotiations and evaluation to explore a potential future relationship and/or transaction in relation to the extraction of Herbal Actives involving of Super Critical Fluid extracts from Herbal materials, for use in Himalaya's products, in course whereof either of the party may disclose ("**Disclosing Party**") to the other party ("**Recipient**") certain Confidential Information (as defined hereunder).
- IV. The Disclosing Party intends that the Recipient uses the Confidential Information only for the purpose of enabling the Parties to assess and evaluate the possibility of mutually beneficial collaboration in relation to the extraction of Herbal Actives from Herbal materials subject to the terms and conditions agreed herein.
- V. The parties desire to assure the protection and preservation of the confidential or proprietary nature of information that may be disclosed or made available in the course of such evaluation.
- VI. This confidentiality agreement is only for the purpose of negotiation and evaluation of the proposed trial extractions involving of Super Critical Fluid extracts from Herbal materials. On reaching consensus of the proposed trail a definitive commercial agreement would be executed by and between parties.

NOW THEREFORE in consideration of the premises and mutual obligations hereinafter described, the receipt and sufficiency of which is hereby acknowledged, Himalaya and GTFPL hereby covenant and agree as follows:

1. **Recitals:** The recitals above shall form part of this Agreement
2. The term "**Confidential Information**" shall, without limitation, mean and include all technical and non-technical Confidential Information relating to the products, processes and the business, including without limitation any and all Confidential Information concerning:



(a) non-public information, trade secrets, technical/process/scientific information, study, drug, research, experimental work, clinical development plans, protocols, data, know-how, techniques, methodologies, formulae, drug delivery regimens, materials, processes, apparatus, concepts, specifications, compositions, equipment, engineering details, sketches, drawings, models, algorithms, software programs and source documents, design details, procurement, manufacturing, purchasing requirements, commercial and financial information, customer lists, business plans, forecasts, sales, merchandising, and marketing plans, pricing and pricing mechanisms, vendors, investors, employees, business and contractual relationships, information relating to the product or trial results or any other information including above mentioned Confidential Information relating to its affiliates, associates; Correspondence of any nature in any forms between the Parties. Confidential Information shall also include its Derivatives. Derivatives' which forms part of the Confidential Information shall mean:

- i. any copyrightable or copyrighted material, any translation, abridgement, revision, or other form in which an existing work may be recast, transformed, or adapted;
- ii. any patentable or patented material and any improvement thereon; and
- iii. any material which is protected by trade secret, any new material derived from such existing trade secret, including new material which may be protected by copyright, patent, and/or trade secret

Any Confidential Information disclosed by the Disclosing Party in written form shall be prominently marked "Confidential". Information other than written form shall be identified as confidential at the time of disclosure and summarized in writing, and prominently marked "Confidential" or similar legend within seven (7) days of initial disclosure.

The Disclosing Party shall disclose or deliver to the Recipient only such Information as the Disclosing Party, in its sole discretion, deems necessary or desirable for the purpose of the disclosure. The Recipient may in its sole discretion refuse to receive any Information offered to be disclosed or delivered by the Disclosing Party.

3. Disclosure and Use of Confidential Information.

3.1 The Confidential Information shall be used only during the Term and only for the Purpose aforementioned. Confidential Information shall not be used, in whole or in part, for any commercial purpose in any manner. The Recipient shall keep the Confidential Information as confidential and to employ the same degree of care as it would employ to protect its own confidential and proprietary information, which will in any case be no less than reasonable care and consistent with the obligations described hereunder. The Recipient shall limit disclosure and dissemination of Confidential Information of the Disclosing Party and shall not disclose it to any third party, except, where applicable, to only to those directors, officers, employees, agents and professional advisors who reasonably require access to Confidential Information to achieve the Purpose; provided that the Recipient first require each such person to agree, either as a condition of their service to Recipient or in order to obtain the Confidential Information of the Disclosing Party, to be bound by terms and conditions substantially similar to those terms and conditions applicable to the Recipient under this Agreement. Notwithstanding the same,



the Recipient will in all events continue to be liable as a principal party for any breach of this Agreement by its directors, employees, officers, agents and professional advisors.

- 3.2 The Recipient shall not make copies of any Confidential Information and any portion thereof disclosed, except to the extent for the Purpose of this agreement. Such copies shall be treated as Confidential Information under this Agreement;
- 3.3 To the extent that Recipient makes, whether solely or jointly with others, without the prior written authorization of Disclosing Party, any development or improvement to any Confidential Information or any intellectual property related thereto that results from Recipient's use, benefit, or access to any Confidential Information (collectively, "Unauthorized Developments"), Recipient shall assign and does hereby assign to Disclosing Party, for consideration herein acknowledged, all of Recipient's rights, title and interest in and to the Unauthorized Developments. The Unauthorized Developments shall be treated as Confidential Information under this Agreement. Recipient hereby appoints Disclosing Party as its attorney-in-fact for the limited purpose of executing all documents and performing all other acts necessary to give effect and legality to the provisions of this paragraph.
- 3.4 Recipient agrees and acknowledges that it shall not publish or disclose or otherwise to make public the Confidential Information including the report of the study at any symposia, national or regional professional meetings, and publish in journals, thesis or dissertations, or otherwise, methods and results of such project and in particular, posting the study results in on-line research publications or magazines or through any other medium which are available. Any unauthorized disclosure or publication shall be construed as breach of this agreement and Disclosing Party will be entitled to seek equitable relief in addition to all other remedies available at law or in equity for any breach of this Agreement.

4. Exclusions from Nondisclosure and Non-use Obligations.

- 4.1 The obligations under clause 3 above with respect to the Confidential Information whether in whole or portion of that shall not apply to the extent that Recipient can validate that the Confidential Information received.
 - (a) was in the public domain at the time such portion was disclosed or communicated to the Recipient by the Disclosing Party;
 - (b) subsequently becomes available to the public through no fault or act of the Recipient,
 - (c) was rightfully in the Recipient's possession free of any obligation of confidence at or subsequent to the time such portion was communicated to the Recipient by the Disclosing Party,
 - (d) was developed by employees or agents of the Recipient independently of and without reference to any Confidential Information communicated to the Recipient by the Disclosing Party, or
 - (e) was received by the Recipient from a third party, who did not acquire it directly or indirectly from a source under any continuing obligation of confidence.



- 4.2 In the event the Recipient becomes legally compelled by government, administrative, or judicial process to disclose any of the Confidential Information, the Recipient will provide prompt prior written notice thereof to the Disclosing Party and the Recipient shall take all reasonable and lawful actions to obtain confidential treatment for such disclosure and seek a protective order or other appropriate remedy to minimize the extent of such disclosure.
5. **Ownership and Return of Confidential Information.** Nothing herein nor any disclosure of any Confidential Information shall operate to and/or be deemed to confer, by implication or otherwise, any right, title or interest in the Confidential Information unto the Recipient nor be effective to license the Confidential Information to the Recipient. The Recipient acknowledges that the Disclosing Party (or any third party entrusting its own confidential information to the Disclosing Party) claims ownership of the Confidential Information disclosed by the Disclosing Party and all intellectual property rights in, or arising from, such Confidential Information. This Agreement does not authorize either Party to use the other Party's Confidential Information for development, experimentation, optimization, patent applications or product registration. The Disclosing Party will be at any time entitled to ask the Recipient to return all Confidential Information disclosed and upon receipt of such request the Recipient shall and after such request, promptly destroy or deliver to the Disclosing Party, at the sole option of the Disclosing Party, (a) all materials furnished to the Recipient by the Disclosing Party, (b) tangible media incorporating Confidential Information, including any copies, notes, compilations that contains, embodies, or otherwise reflects Confidential Information, except that one (1) archive copy to be maintained confidential may be retained by the Recipient and (c) provide written certification of the Recipient's compliance with the obligations under this Section and thereafter all limited rights of disclosure and use of Confidential Information in terms hereof will also cease with immediate effect.
6. **Covenants of GTFPL :**
- 6.1 GTFPL agrees that all the rights in such Confidential Information(s) arising out of the evaluation under this agreement shall be vested with Himalaya. GTFPL further agrees that it shall not claim any right or authority over such Confidential Information(s).
- 6.2 GTFPL agrees it shall not disclose the Confidential Information(s) related to the evaluation particularly related to the ingredient/s or the outcome of the evaluation to any third party.
- 6.3 GTFPL agrees and acknowledges that all results post evaluation shall be the exclusive property of Himalaya. GTFPL further agrees that the Himalaya shall be the absolute owner/proprietor of such results. All rights including the IP Rights over such results shall vested with Himalaya all times
7. **Term, Termination and Survival of Obligations.** This Agreement shall be valid for a period of 1 (One) year commencing from the Effective Date unless terminated by either party by giving a prior notice of thirty (30) days, whichever is earlier ("Term"). Notwithstanding anything stated herein, the obligations of confidentiality, non-disclosure and non-use of Confidential Information cast on the Recipient shall survive for a period of five (5) years from the expiry of the Term or from the date of termination. Upon termination of the Agreement, Recipient shall return to the Disclosing Party (or to a person suggested Disclosing Party) all Confidential Information, Derivatives and their copies irrespective of storage or presentation medium,



including all electronic and hard copies thereof, and other material containing or disclosing any Confidential Information not later than 15 (fifteen) days from the date of such termination or destroy the same at the option of the Disclosing Party.

8. **Indemnity:** The Parties acknowledge and agree that the restrictions contained in this Agreement are necessary for the protection of their business and property, and consider them to be reasonable for such purpose. The Recipient agrees to indemnify and hold the Disclosing Party harmless from any liabilities, damages, costs, claims, demands, prosecutions, proceedings and expenses (including reasonable attorney's fees) resulting from, relating to, or arising out of the misuse or alleged misuse of any Confidential Information provided or made available or falling accessible to Recipient by virtue of this Agreement or arising out of the breach, default or non-performance of this Agreement or by any act or omission of the persons engaged by the Recipient.
- a) **Governing Law and Dispute Resolution.** This Agreement shall be governed by and construed in accordance with the laws of India and the courts at Bengaluru shall have exclusive jurisdiction. Any disputes arising out or in connection with this Agreement shall be amicably resolved, failing which the disputes shall be settled by arbitration in accordance with the provisions of the Arbitration and Conciliation Act, 1996 by a sole arbitrator mutually agreed upon between the parties in writing. In case the Parties are unable to decide an arbitrator, either Party can approach the Courts having jurisdiction to appoint an Arbitrator. The seat of arbitration shall be Bengaluru, India and the language of arbitration shall be English. The award passed by the arbitrator shall be binding on the Parties and can be enforced as per the law.
9. **Injunctive Relief.** The Recipient agrees that any threatened or actual breach of the terms of this Agreement by the Recipient will cause irreparable loss to the Disclosing Party and the said loss cannot be compensated by monetary compensation and, in addition to all other rights and remedies that the Disclosing Party may have under law and equity, the Disclosing Party will have the right to seek and obtain appropriate injunctive relief from courts of competent jurisdiction.
10. **Miscellaneous.**
 - a) Neither party shall assign any of its rights and/or obligations under this Agreement without the prior written consent of the other Party;
 - b) It is understood that the Confidential Information is given on a non-exclusive basis and that the Disclosing Party remains free to disclose the Confidential Information to any other party;
 - c) No amendments or modifications to this Agreement shall be valid unless agreed to in writing by both parties to this Agreement;
 - d) The failure, with or without intent, of either Party to insist upon the strict and/or literal performance by the other party of any term hereof, shall not be treated as, or be deemed to constitute, a modification of any the terms hereof, nor shall such failure or election be



deemed to constitute a waiver of right of either party, at any time whatsoever thereafter, to insist upon performance of that particular or any other obligation by the other Party;

- e) If any of the terms hereof shall be determined to be invalid or unenforceable, the validity and effect of the other terms and conditions shall not be affected thereby;
- f) All Confidential Information is provided "AS IS" and without any warranty, express, implied or otherwise, regarding such Confidential Information's accuracy or performance. Each Party represents and warrants that it is not under any obligation to any third party that is inconsistent or in conflict with its obligations under this Agreement. The Disclosing Party, in relation to the Confidential Information, makes no warranties, express or implied, including any warranty of merchantability or fitness for a particular purpose. In no event shall the Disclosing Party be liable for any indirect, special, incidental, consequential or exemplary damages (including but not limited to lost profits, lost goodwill) even if the Disclosing Party was aware of such possibility;
- g) Nothing in this Agreement shall be or be construed as being an agreement between the Parties to enter into any arrangement or further agreement relating to the subject matter of this Agreement.
- h) The Parties warrant that the signatory signing the attached Agreement on their respective behalf is duly authorised to do so and irrevocably binds the respective Parties to the Agreement.
- i) This Agreement shall not be construed to constitute, create, give effect to or otherwise imply any joint venture, partnership or any formal business relationship between the Parties.
- j) This Agreement constitutes the entire agreement between the Parties and supersedes all previous understandings, agreements, communications and representations, whether written or oral, concerning the subject matter hereof.

IN WITNESS WHEREOF, this Agreement has been executed by duly authorised representatives of the Parties in two original counterparts.

The Himalaya Drug Company



Name: Dr. Rangesh Paramesh
Title: Chief Scientific Officer
Date:



Gram Tarang Foods Private Limited



Name: Mr. Shashikant Tewary
Title: Managing Director
Date:





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Bipartite agreement and memorandum of understanding between

Trilochan Netralaya, Budharaja, Sambalpur - 768004

And

The School of Paramedic and Allied Health Science, Centurion University of Technology & Management, Bhubaneswar

This Articles of agreement made on this day August 17, 2020 in Bhubaneswar between

*The Chairman, Vision India Foundation & The Director, Trilochan Netralaya, Budharaja, Sambalpur Town, District Sambalpur, Odisha Pin, - 768004, with its clinic / hospital located at Budharaja, Sambalpur Town, District Sambalpur, Odisha, herein after called as **First party***

And

*The Registrar, Centurion University of Technology & Management (CUTM), with its corporate office located in 17, Forest Park, Bhubaneswar 751009, Odisha and its university branches located at Village Ramchandrapur, PO Jatni, Bhubaneswar, District Khurda, Odisha and at Village Alluri Nagar, PO R. Sitapur Via Uppalada, Paralakhemundi 761211 District Gajapati, Odisha herein after called as **Second party***

For implementation of Building institutional collaboration towards Technical support, Clinical Training support and Placement support of B Optometry students, Skilled certificate courses of the Centurion University henceforth referred to as the **Project** for the agreement in subsequent paragraphs.

That the both parties agreed to the scope of this agreement for effective implementation of the **project** as per the laid down terms and conditions



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07AA 272211

Background and Scope of the partnership agreement:

The Centurion University of Technology & Management (CUTM) is a private, multi-sectoral, UGC approved university with NAAC A accreditation, non-clinical academic institution offering undergraduate and skill building courses on paramedic and allied health sciences like B. Optometry (4 year degree course), Certificate course in Ophthalmic assistant & Ophthalmic Surgical Assistant (2 year certificate course) approved by State Council of Allied Medical Sciences, Odisha and Health Sector Skill Council approved skill building courses e.g., Certificate in Integrated Refractionist and Vision Technician.

The CUTM plans to become a clinical establishment and offer outdoor based preventive, promotive and curative eye care services for its students, staff and to community in Jatni, Khurda and Paralakhemundi, Gajapati as part of its social services and Corporate Social Responsibility initiative.

The **Trilochan Netralaya (TN)**, situated in Sambalpur, Odisha is a reputed and recognized clinical establishment providing speciality eye care services. It is equipped with various modern and state of art instruments & equipment, facilities and provides regular outdoor and indoor services in the domain of primary, secondary and tertiary eye care services.

The **Trilochan Netralaya, (TN)**, situated in Sambalpur, Odisha is agreeable to enter into a resource sharing model of collaboration to provide opportunity for clinical teaching, practical training, internship training and placement of paramedical and allied health science students of CUTM.

The scope of the agreement would be as following:

- **Providing technical support for quality enhancement**
- Periodic review for revision of curriculum to make it industry driven and technically upgraded
- Play the role of external assessor
- Support in quality monitoring of teaching learning pedagogy for quality assurance




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06AA 421795

- Collaborate in faculty development and faculty hiring
- Transition towards virtual simulation practical training.
- **Providing internship opportunity under supervision in eye care clinical/ industry setup for**
 - 1 year during 7th & 8th semester as per course content of B. Optometry students for up to minimum 4 seats
 - 6 months for post completion of skill training course content of VT/RT/OA/OSA for up to minimum 4 seats
- **Providing placement opportunity in eye care clinical/ industry setup after campus interview for**
 - B. Optometry students after successful graduation
 - Diploma and Certificate courses after successful completion of the course
 - VT/RT skill development students after successful completion of the course and certification by HSSC.

That, both the parties agrees to implement the **project** whose details are given in Annexure-1.

The implementation of the project would take place in the **Trilochan Netralaya, (TN)**, situated in Sambalpur, Odisha and in the School of Paramedic & Allied Health Sciences (SPAHS), Centurion University of Technology & Management, Jatni campus.

The timeline for implementation of the project would be from August 17, 2020 onwards for a period of 3 years which may be extendable with due consent of both the parties.

The implementation of the project effectively and efficiently will be guided, supervised and implemented by an Executive committee which will periodically meet and review progress in implementation for expansion and improvement of clinical training services. The constitution of the committee and functioning of the committees will be guided by the Terms of reference and Scope of work defined respectively.




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The roles and responsibilities for implementation of the project would be shared between partners as per details given below: 32AA 377580

Roles of the first party:

1. The first party would select one nodal officer who would be the point person for day to day coordination, facilitation, review, monitoring of the progress of the project with the 2nd party to implement the project as per timeline.
2. The first party will nominate two officials for representing 1st party in the Executive committee like, Medical Director and Administrative Head.
3. The first party will be responsible for identification and deputation of suitably qualified doctors/ trainer for delivering quality training and skilling support, internal assessments, in the **Trilochan Netralaya, (TN)**, situated in Sambalpur, Odisha
4. The first party would remain responsible for monitoring the quality of the clinical teaching, internship training and placement of paramedical and allied health science students of Centurion University as part of project deliverables implemented by the 2nd party.
5. The first party would be responsible to give feedback based on monitoring observations to the 2nd party, highlighting any need for improvement in teaching pedagogy is observed in written, over telephone, through e-mail immediately/ as soon as possible.
6. The first party would coordinate and convene periodic (monthly/ quarterly) review meetings with the executive committee. This meeting would address solutions of problems that are put up by the 2nd party to facilitate implementation of the project as per timeline.

Roles of the second party:

1. The second party will select one nodal officer who would be the point person for day to day coordination, facilitation and necessary discussion with the 1st party to move the project as per timeline.
2. The second party will nominate two officials for representing 2nd party in the Executive committee like, Nominee of the Management; Dean, School of Paramedical and Allied Health Sciences; and Director, School of Paramedics and Allied Health Sciences, CUTM University.



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- 3 The second party would be responsible for applying, certification to state appropriate authority for transforming the School of Paramedics and Allied Health Sciences, CUTM as a clinical establishment as per statutory rules including registration of its graduated and certified students.
- 4 The second party will be responsible for upkeep and maintenance of various clinical infrastructure, facilities and equipment to provide clinical services like outdoor and investigation (pathology, radio diagnostic, optometry, cardiac care, dental care, physiotherapy etc..) services in phased manner.
- 5 The second party would be responsible to undertake corrective actions immediately or within reasonable time to respond based on monitoring observations by the 1st party.
- 6 The second party would coordinate and convene periodic (quarterly) review meetings with the executive committee. This meeting would address solutions of problems that are put up by the 1st party to facilitate implementation of the project as per timeline.
- 7 The second party will be responsible for making due payments to the 1st party for all clinical training services and repay cost of consumables.

That, both the parties agree to work on a detailed project design and activities including resource sharing plans within one month of signing of this agreement.

That, the both parties agree to represent all the project activities and results as a joint initiative with use of the logo of both the parties for branding, visibility and representation in various forums.

That, the both parties agree to follow the following terms and conditions related to the contract implementation and would duly practice

- Any modification of the terms and conditions of the **agreement** would be done in writing after due discussion and documentation.
- Any modification of the design and plans of the **project** would be done in writing after due discussion and documentation.
- Any party desires to terminate the project before the set timeline or completion of the project due to non fulfillment of the roles and responsibilities as described above can do so after discussion and written notice to the other party.

In witness thereof, the Director, **Trilochan Netralaya, (TN)**, situated in Budharaja Sambalpur, Odisha and the Registrar, Centurion University of Technology & Management (CUTM), Bhubaneswar have set their hands this day and year to agree on the above written terms and conditions of the partnership.

Shiva Prasad Sahoo

Signature
Dr. Shiva Prasad Sahoo
Chairman, Vision India Foundation
& Director, Trilochan Netralaya
Sambalpur, Odisha, India
E-mail: education@trilochan.org

Anita Patra

Signature
Prof. Anita Patra,
Registrar,
Centurion University of Technology & Management
Bhubaneswar, Odisha, India
E-mail: registrar@cutm.ac.in



Witness-1
Signature:

Name & Address:

Witness-1
Signature:

Name: & Address:

Prisajalaxmi Behera
Prisajalaxmi
Orkala, Sundarpab.
Bhubaneswar.

Witness-2
Signature:

Name & Address:

Witness-2

Signature:

Name: & Address

Dr. Ashish Kumar Sen.
Ashish Kumar Sen.
Corporate office,
CUTM
17, Forest Park
Bhubaneswar 751009.

Shri Prad Sela


Anita Patra


Annexure 1				
TRILOCHAN NETRALAYA (TN)				
AND				
CENTURION UNIVERSITY OF TECHNOLOGY AND MANAGEMENT, Bhubaneswar and Paralakhemundi				
PROPOSED PARTNERSHIP MATRIX				
FOCUS AREAS OF PARTNERSHIP	ROLES AND RESPONSIBILITIES:		RESOURCE SHARING MATRIX	
	TN	ROLES AND RESPONSIBILITIES: CUTM	TN	CUTM
Technical support:	Provide technical support towards: <ol style="list-style-type: none"> Periodic review for revision of curriculum for technical up-gradation and making industry oriented Play the role of external assessor Support in quality monitoring of teaching learning pedagogy for quality assurance Collaborate in faculty development and faculty hiring Transition towards virtual simulation practical training. 	Provide managerial support towards: <ol style="list-style-type: none"> Convene review platform for revision of curriculum to make it industry driven and technically upgraded Logistical support for external assessor Logistical support for periodic quality monitoring of teaching learning Logistical support for organizing FDP Logistical support and IT support 	Offsite staff deputation	Pay honorarium to the technical resource person @ Rs. 2000/-/day Logistical support during activity
Training support:	Provide clinical training opportunity towards: <ol style="list-style-type: none"> 1 year/ 6 months Internship program in clinical setup as routine internship under supervision Support for accommodation and food Arrange for stipends Provide Internship completion certificate 	Provide managerial support towards: <ol style="list-style-type: none"> Travel support for the student Visit the internship sites for collaborative monitoring Convene platform for students to take informed decision with their parents Student counselling 	Institutional supports *Free accommodation *Subsidised food *Stipend of Rs. 2000/- per month for 12 months to degree course student interns *Stipend of Rs. 1000/- per month for 6 months to certificate & diploma course student interns	Logistic support Resource sharing for UG & PG @ Rs. 75,000 for 1 year/ student @ Rs. 45,000 for 6 month / student as per * terms and conditions OR @ Rs. 30000 for 1 year /student @ Rs 15000 for 6 months/ student without accommodation, subsidised fooding and stipend support
Placement support:	<ol style="list-style-type: none"> Facilitate placement of CUTM students after due screening in the institution / industry Work together for planning and coordination 	<ol style="list-style-type: none"> Organize placement workshop Create industry ready professionals Provide domain & soft skills training 	Institutional cost	Training support Logistic support

SPAHS-TN Partnership matrix
17 August 2020



Shri. Prasad Selvi

Anita





महाराष्ट्र MAHARASHTRA

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 27 FEB 2019 मु.शु.रकम 400/-
 वस्तु का प्रकार
 दस्तावेज की प्रकृति
 विक्रेता का नाम
 मुद्रांक विकत नं.
 पता
 दुसऱ्या पक्षकाराचे नांव
 हस्त व्यक्तीचे नांव व परता
 27/02/19
 सौ. आर. एच. लिमये
 परवाना क्र. 2209096
 3, शुक्रवार पेठ, पुणे-411002

22 FEB 2019
 विक्रीदार सिस्टिम्स फाउंडेशन
 विक्रेता: सौ. आर. एच. लिमये
 विक्री नं. 106763

SPONSORSHIP AGREEMENT

This Sponsorship Agreement (Agreement) is made on 07th March 2019 ("Effective Date")

By and between

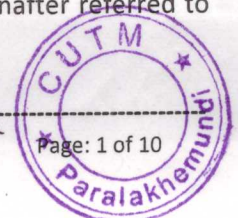
Dassault Systemes Foundation, a Company incorporated under Section 8 of the Companies Act, 2013, and having its Registered Office at Plant 11, Pirojshanagar, Vikhroli (West), Mumbai – 400 079. CIN: U72900MH2017NPL302013 | Tel: +91-22-67056001 | Fax: +91-22-67056891; represented by Mr. Sudarshan Mogasale – in his capacity as Chairman of the Board of Directors (Hereinafter referred to as "DS Foundation")



Ref: DSF Contract ID: 13/2019

DS Foundation & Partner
Confidential document

Anita Patil



And

Centurion University of Technology & Management, Odisha, situated at Alluri Nagar, PO: R.Sitapur, Rasur, Via Uppalada, Paralekhamundi, Gajapati -761211, established in the year 2010. **Centurion University of Technology & Management, Odisha** is a State Private University by Centurion University of Technology and Management, Odisha Act, 2010 (Odisha Act 4 of 2010 and is represented by Dr. Anita Patra in her capacity as Registrar of the University. (Hereinafter referred to as "**Partner**")

Hereinafter individually called as "**Party**" or collectively called as "**Parties**"

Whereas,

A) **Dassault Systemes Foundation** is dedicated to transforming the future of education and research with the learning and discovery capabilities of 3D technology and virtual universes. Dassault Systemes Foundation supports projects in India to bring about transformation in Education and Research. It is working with the objective to improve engineering skills and support innovation in Indian Academia/ Research Centres, to accelerate education transformation, to encourage scientific research, to encourage vocation for science and engineering among young people and to support education programs for Underprivileged & Specially abled citizens. Dassault Systemes Foundation will help teachers, learners and scientist to leverage the power of 3D virtual world to stretch the limits of knowledge and to invent new ways to pass on this knowledge to current and future generations of Indian thinkers, inventors, builders and leaders.

B) **PARTNER - Centurion University of Technology & Management, Odisha**, chartered in year 2010 has been enacted as a multi sector private university in 2010 in Odisha. It has 4 campuses in rural Odisha. It has another university in AP notified with AP Government. Partner's mission is:

- Evidence-based successful interventions in skill development & skill integrated higher education across States with emphasis on social outreach catering to rural areas.
- Skill development and higher education linked to sustainable livelihood either through employment or entrepreneurship.
- Empowering lives and community with an goal to skill 1 lakh per annum by 2020

Partner has large network of rural and ground level training staff involved with skilling to manage any large scale urban and/or rural project implementation with emphasis on work integrated training.

The Partner hereby certifies to Dassault Systemes Foundation that Partner:

- Is a body of general interest, registered as per applicable laws
- Pursues non-profit making aims,
- Is selflessly managed,
- Does not exist for the sole benefit of a circle of people.



Anita Patra

Dassault Systemes Foundation wishes to support **Centurion University of Technology & Management, Odisha** by way of financial contribution, and the Parties hereto have consequently agreed to enter into this sponsorship agreement (hereinafter the "Agreement").

NOW THEREFORE THE PARTIES HERETO AGREE AS FOLLOWS:

ARTICLE 1. PARTNER'S PROJECT

Centurion University of Technology & Management, Odisha, will upgrade an 'Indian Training Institute' (ITI) to make it a 'Model ITI'. The ITI identified for this purpose is an ITI at **Kancharapalem – Visakhapatnam, Andhra Pradesh**. (Hereinafter the "Project").

Purpose of the applying organization:

The Directorate General of Training (DGT), New Delhi, in the Ministry of Skill Development and Entrepreneurship, Government of India initiated Craftsmen Training Scheme (CTS) in 1950 for imparting skills in various vocational trades to meet the manpower requirements for technology and industrial growth of the country. Now, there are about 2043 Govt. ITIs and 9170 Private ITIs functioning in the Country with more than 23 lakh intake capacity.

The objective of introducing CTS was to ensure the following i.e.

- A steady flow of skilled workers in different trades for the domestic industry;
- To raise the industrial production quantitatively and qualitatively by systematic training
- To reduce unemployment among the educated youth by providing employable training and
- To cultivate and nurture an important skilled work force in the field of Vocational Training

CTS has been shaping Craftsmen to meet the existing as well as future manpower needs in various sectors, through "Industrial Training Institutes (ITI)" popularly known as ITIs in the States / Union Territories of the country.

Objective of this project is to set-up model ITI as part of modernisation program to upgrade the ITIs. Objective is to develop Digital Content to impart 3D VR enabled Learning Experiences for most widely required trades for Technicians job roles. This ITI will have an infrastructure to provide VR enabled teaching along with appropriate digital content for various trades for technicians job role.

This ITI will be referential ITI for other ITIs in the Andhra Pradesh and possibly in the country.

Project Scope:

- Develop VR enabled 3D digital content using CATIA / DELMIA / SIMULIA for 3 trades: **Electrician Trade, Fitter Trade, Mechanic Motor Vehicle Trade**
- Set-up VR enabled infrastructure including Hologram, VR gadgets to impart training in virtual environment



Following are the goals of this project:

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- Infrastructure for VR Learning Experience (Hologram set-up and related gadgets)
- Train students of ITI with cutting edge technology which industry needed
- Identified ITI- **Kancharapalem – Visakhapatnam, Andhra Pradesh** is to be developed as model ITI in terms of development of content for imparting training on their trades

Following ITI trades are identified to develop Hologram content as scope of the project:

Partner will develop trades as specified in **Annexure C** as VR enabled Hologram content for learning of identified trades.

Methodology to be followed:

Digital Content of each trade will be created using 3D Technologies and Hologram set up (Monitor & Accessories) to be used to simulate & learn through Hologram

The Partner will share all the content created as part of this project, to Dassault Systemes Foundation and will allow Dassault Systemes Foundation to use and share it with other institutes.

ARTICLE 2. PURPOSE OF THE AGREEMENT

The Parties have entered into this Agreement in order to define the terms and conditions pursuant to which Dassault Systemes Foundation is supporting the Partner within the framework of the Project by providing a financial contribution.

ARTICLE 3. FINANCIAL CONTRIBUTIONS OF THE DASSAULT SYSTEMES FOUNDATION

Dassault Systemes Foundation shall make:

- a) Financial contribution of Rs. 22,50,000/- (Rs. Twenty Two Lakhs Fifty Thousand) and
 - b) Donate equipment for the project, worth Rs 7,50,000/- (Rs Seven Lakhs Fifty Thousand)
- Total equivalent to Rs 30,00,000/- (Rs Thirty Lakhs)**

This financial contribution made by Dassault Systemes Foundation:

- 1) Shall be utilized by the **Partner** solely for the purpose of the **Project** and will be used as per the break-up provided in the Application Form submitted by partner and such relevant extracts are annexed hereto (**refer annexure A**).
- 2) **Shall not be used to purchase licenses or access rights on Dassault Systemes offerings**

Partner will provide details of the items purchased or expenses made out of the financial contributions and submit corresponding receipts or bills as applicable. In cases where such receipts cannot be furnished, suitable declaration shall be submitted by the Partner.

Dassault Systemes Foundation will donate equipment required for project, as per the list of equipment specified by the partner for execution of this project. Refer **Annexure B** for details.

Ref: DSF Contract ID: 13/2019



DS Foundation & Partner
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Partner agrees to allow Dassault Systemes Foundation to use the donated equipment and the facilities developed by partner as part of this project; for any activities foundation wishes to carry out in future.

The contribution shall be paid in following stages of the Project:

- 1) Financial Contribution: in 4 to 6 weeks after signing the agreement
- 2) Equipment donation: as per mutually agreed time line indicated by vendors through whom equipment will be purchased

Dassault Systemes Foundation will be allowed to audit usage of the funds provided by Dassault Systemes Foundation for the stated purpose.

The contribution amount shall appear on the tax receipt to be issued by the Partner no later than 30 days following the receipt of funds. This receipt shall be provided by Partner based on the form to be provided by Dassault Systemes Foundation, permitting Dassault Systemes consequently to benefit from tax reductions pursuant to Section 80G of the Income-tax Act, 1961.

The request for funds and the tax receipt shall be addressed to:

Dassault Systemes Foundation

Hemant Gadgil
Plot No. 15/B, Pune Infotech Park,
M.I.D.C. Hinjewadi, Phase 1,
Taluka Mulshi,
Pune 411 057, India

A copy of the request for funds shall be sent at the following email address:

Hemant.Gadgil@lafoundation3ds.in

ARTICLE 4. DUTIES OF THE PARTNER AND CREDITS

The Partner agrees to:

- 1) Allocate the sums disbursed under this Agreement to the Project, and shall provide an itemized expense receipts to Dassault Systemes Foundation within **90 days**.
Dassault Systemes Foundation may audit the use of funds by the Partner from time to time in its discretion. Dassault Systemes Foundation representatives reserve the right to visit project site as and when required to monitor progress of the project.
- 2) Assign Project Manager for successful execution of the Project in a timely manner.
- 3) To ensure that all the infrastructure installed / used for the "**Project**" is handled with utmost care, is protected to the same extent that partner would protect its own property.
- 4) Share the know-how and learnings from the Project with other learners and related communities.
- 5) Prepare a report after the project duration is completed or at year end, whichever is earlier, and submit a certified copy to Dassault Systemes Foundation.
- 6) The partner shall ensure completion of project as per timelines mentioned in the Agreement.

The Partner agrees to send to Dassault Systemes Foundation a minimum of five photographs illustrating the Project. The Partner grants Dassault Systemes Foundation the right to use the photographs, to have them used directly or indirectly, to reproduce, represent, display and download them, to insert them



in any communication medium related to the activities of Dassault Systemes Foundation (digital, paper, audiovisual or otherwise) or to have them inserted in a communication medium by a third party under the same conditions. These rights are granted on a worldwide basis and for the duration of protection of these photographs by copyright law.

The Partner confirms to Dassault Systemes Foundation that it obtained from all third parties (individuals or companies) all the necessary permissions to authorize the use of the aforementioned photographs by Dassault Systemes Foundation under the conditions defined above, including approval by those third parties for the use of their image on the photographs as defined above.

The Partner shall include in its promotional materials the mention that the Project has been made possible with the financial support of Dassault Systemes Foundation. Dassault Systemes Foundation shall provide, where necessary, logos to insert in the necessary formats. Partner shall not use Logo, trademark or any intellectual property of Dassault Systemes Foundation without express written consent of Dassault Systemes Foundation and the same shall be obtained after following due process specified by Dassault Systemes Foundation.

ARTICLE 5. RIGHTS AND LICENSE TO USE

The Partner hereby grants the Dassault Systemes Foundation, for non-profit and educational purposes, a non-exclusive, royalty-free, worldwide, perpetual, irrevocable and sub licensable right and license to use, execute, reproduce, display, perform and distribute, in whole or in part, and create derivative works of, and authorize others to do any of the foregoing, any educational materials (including but not limited to curricula, lesson plans and teaching materials) created or developed by the Partner in connection with the Project (the "Licensed Materials"). Further, the Partner shall promptly and fully furnish the Licensed Materials to the Dassault Systemes Foundation upon the completion of the Project. The Partner confirms and warrants that it has all rights necessary to provide the license granted in this subsection.

ARTICLE 6. SINGLE POINT OF CONTACT

Each party shall appoint their representative as a Single Point of Contact (SPOC) for better coordination between the two parties

SPOC details:

For: **Dassault Systemes Foundation**

Name: Hemant Gadgil

Address: Dassault Systemes Foundation

Plot No. 15/B, Pune Infotech Park, M.I.D.C, Hinjewadi Phase-I,
Taluka Mulshi, Pune 411 057

Ph: +91 (20) 6793 6600

Email id: Hemant.Gadgil@lafondation3ds.in

J. J.



Anita Palia



For : **Centurion University of Technology & Management, Odisha (PARTNER)**
Name: Dr. Anita Patra
Title: Registrar
Department: Centurion University
Address: PO : R Sitapur, Rasur, Uppalada, Paralakhemundi, Gajpati -761211, Odisha
Cell Phone: +91 9737 224149
Email id: registrar@cutm.ac.in

Each party shall notify the other of any modification in writing in case of change in the above SPOC.

ARTICLE 7. TERM

- 1) This Agreement shall be effective from the 'Effective Date' and shall be valid for duration of one year.
- 2) During this term or any renewal term, either party may terminate this agreement upon sixty (60) days prior written notice to the other party, if any party is in breach of any material provision of this agreement and such breach is not cured within fifteen (15) days after written notice thereof is received by the breaching party.
- 3) In the event of termination of this agreement prior to expiry of the defined term, Dassault Systemes Foundation shall have no obligation to provide further funding to the partner and partner will continue to execute the project at its own cost.

ARTICLE 8. MISCELLANEOUS

This Agreement represents the entire agreement between the Parties in relation to the subject matter set forth hereunder, and replaces and supersedes any and all prior letters, proposals, offers and agreements with respect to similar subject matter. This Agreement may solely be amended by written agreement signed by the Parties and dated later than the date of signature of this Agreement.

The failure by either Party to enforce any default hereunder shall not be deemed a waiver, release or discharge of any subsequent default.

In the event any provisions of this Agreement are declared null, void or unenforceable by application of a law, regulation or further to a final decision of any competent judicial or administrative authority, the remaining provisions hereunder shall remain in force and effect.

The contracting Parties shall not be deemed to have entered into a partnership, joint venture or similar agreement by virtue of the provisions hereunder.

Unless specifically authorized in writing by the other Party, neither Party shall be deemed to be acting in any capacity whatsoever as representative of the other Party.

Neither party shall be liable for any non-performance of its obligations pursuant to the Agreement resulting from an event of force majeure as defined under applicable laws. If the performance of any of the obligations under this Agreement is prevented, restricted or interfered with by reason of fire or other casualty or accident, floods, strike or other violence (not due to any act, neglect or default of the party to Agreement), war or other violence, any law, or regulation of any government, governmental

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Anita Patra



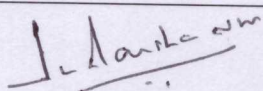
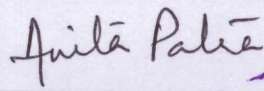
delay, or any act or condition whatsoever beyond the reasonable control of party to Agreement shall be called a "Force Majeure" event.

ARTICLE 9. GOVERNING LAW AND JURISDICTION

This Agreement shall be governed by laws of the Republic of India.

In the event the Parties fail to resolve any dispute related to the subject matter set forth herein within a reasonable time, the dispute shall be referred to for Arbitration in terms of the Arbitration and Conciliation Act 1996 or any statutory modifications thereto the place of Arbitration shall be Mumbai. The relevant courts of the city of Mumbai shall have jurisdiction over any matter arising out of this Agreement.

IN WITNESS WHEREOF the Parties have caused this Sponsorship Agreement to be executed the day and year first herein above written.

For and on behalf of Dassault Systemes Foundation	For and on behalf of Centurion University of Technology & Management, Odisha
	
Name: Sudarshan MOGASALE	Name: Dr. Anita Patra
Designation: Chairman of Board of Directors Dassault Systemes Foundation	Designation: Registrar, CUTM
Date:	Date:



Annexure C

Following ITI trades are identified to develop Hologram content as scope of the project:

SN	Electrician	Fitter	Mechanic Motor Vehicle
01	Basic of the trade	Basic of the trade	Hand and power tools
02	Occupational safety and Health	Fitter Hand tools	Welding
03	Electrical Hand tools	Forging Work	Basic electrical system
04	Fundamental of Electricity	Systems of Measurements	Engine
05	Domestic & Industrial Wiring	Limit, Fit Terminology	Clutch
06	DC Machine	Milling machine work	Gear box
07	Transformer	Heat Treatment	Differential
08	Phase induction Motor	Lathe Machine work	Front and rear axle
09	Domestic electric appliances	Drilling machine work	Automotive electrical
10	Machine Control Panel	Grinding machine work	Learning driving



Anita Patil



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 विक्रेता का नाम
 मुद्रांक विकत नं.
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 27/02/19
 सौ. आर. एच. लिमये
 परवाना क्र. 2209096
 3, शुक्रवार पेठ, पुणे-411002

22 FEB 2019
 विक्रीदार सिस्टिम्स फाउंडेशन
 लिखावडी पुणे
 डॉ. देवता. & मंडोमेर

SPONSORSHIP AGREEMENT

This Sponsorship Agreement (Agreement) is made on 07th March 2019 ("Effective Date")

By and between

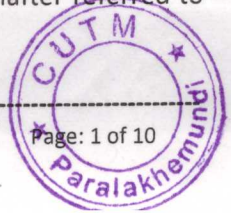
Dassault Systemes Foundation, a Company incorporated under Section 8 of the Companies Act, 2013, and having its Registered Office at Plant 11, Pirojshanagar, Vikhroli (West), Mumbai – 400 079. CIN: U72900MH2017NPL302013 | Tel: +91-22-67056001 | Fax: +91-22-67056891; represented by Mr. Sudarshan Mogasale – in his capacity as Chairman of the Board of Directors (Hereinafter referred to as "DS Foundation")



Ref: DSF Contract ID: 13/2019

DS Foundation & Partner
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Anita Patil



And

Centurion University of Technology & Management, Odisha, situated at Alluri Nagar, PO: R.Sitapur, Rasur, Via Uppalada, Paralekhamundi, Gajapati -761211, established in the year 2010. **Centurion University of Technology & Management, Odisha** is a State Private University by Centurion University of Technology and Management, Odisha Act, 2010 (Odisha Act 4 of 2010 and is represented by Dr. Anita Patra in her capacity as Registrar of the University. (Hereinafter referred to as "**Partner**")

Hereinafter individually called as "**Party**" or collectively called as "**Parties**"

Whereas,

A) **Dassault Systemes Foundation** is dedicated to transforming the future of education and research with the learning and discovery capabilities of 3D technology and virtual universes. Dassault Systemes Foundation supports projects in India to bring about transformation in Education and Research. It is working with the objective to improve engineering skills and support innovation in Indian Academia/ Research Centres, to accelerate education transformation, to encourage scientific research, to encourage vocation for science and engineering among young people and to support education programs for Underprivileged & Specially abled citizens. Dassault Systemes Foundation will help teachers, learners and scientist to leverage the power of 3D virtual world to stretch the limits of knowledge and to invent new ways to pass on this knowledge to current and future generations of Indian thinkers, inventors, builders and leaders.

B) **PARTNER - Centurion University of Technology & Management, Odisha**, chartered in year 2010 has been enacted as a multi sector private university in 2010 in Odisha. It has 4 campuses in rural Odisha. It has another university in AP notified with AP Government. Partner's mission is:

- Evidence-based successful interventions in skill development & skill integrated higher education across States with emphasis on social outreach catering to rural areas.
- Skill development and higher education linked to sustainable livelihood either through employment or entrepreneurship.
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Anita Patra



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The Parties have entered into this Agreement in order to define the terms and conditions pursuant to which Dassault Systemes Foundation is supporting the Partner within the framework of the Project by providing a financial contribution.

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- a) Financial contribution of Rs. 22,50,000/- (Rs. Twenty Two Lakhs Fifty Thousand) and
 - b) Donate equipment for the project, worth Rs 7,50,000/- (Rs Seven Lakhs Fifty Thousand)
- Total equivalent to Rs 30,00,000/- (Rs Thirty Lakhs)**

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- 1) Shall be utilized by the **Partner** solely for the purpose of the **Project** and will be used as per the break-up provided in the Application Form submitted by partner and such relevant extracts are annexed hereto (**refer annexure A**).
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Ref: DSF Contract ID: 13/2019



DS Foundation & Partner
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Taluka Mulshi,
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- 3) To ensure that all the infrastructure installed / used for the "**Project**" is handled with utmost care, is protected to the same extent that partner would protect its own property.
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- 5) Prepare a report after the project duration is completed or at year end, whichever is earlier, and submit a certified copy to Dassault Systemes Foundation.
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in any communication medium related to the activities of Dassault Systemes Foundation (digital, paper, audiovisual or otherwise) or to have them inserted in a communication medium by a third party under the same conditions. These rights are granted on a worldwide basis and for the duration of protection of these photographs by copyright law.

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ARTICLE 5. RIGHTS AND LICENSE TO USE

The Partner hereby grants the Dassault Systemes Foundation, for non-profit and educational purposes, a non-exclusive, royalty-free, worldwide, perpetual, irrevocable and sub licensable right and license to use, execute, reproduce, display, perform and distribute, in whole or in part, and create derivative works of, and authorize others to do any of the foregoing, any educational materials (including but not limited to curricula, lesson plans and teaching materials) created or developed by the Partner in connection with the Project (the "Licensed Materials"). Further, the Partner shall promptly and fully furnish the Licensed Materials to the Dassault Systemes Foundation upon the completion of the Project. The Partner confirms and warrants that it has all rights necessary to provide the license granted in this subsection.

ARTICLE 6. SINGLE POINT OF CONTACT

Each party shall appoint their representative as a Single Point of Contact (SPOC) for better coordination between the two parties

SPOC details:

For: **Dassault Systemes Foundation**

Name: Hemant Gadgil

Address: Dassault Systemes Foundation

Plot No. 15/B, Pune Infotech Park, M.I.D.C, Hinjewadi Phase-I,
Taluka Mulshi, Pune 411 057

Ph: +91 (20) 6793 6600

Email id: Hemant.Gadgil@lafondation3ds.in

Ref: DSF Contract ID: 13/2019

DS Foundation & Partner
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Page: 6 of 10

J. J.



Anita Palia



For : **Centurion University of Technology & Management, Odisha (PARTNER)**
Name: Dr. Anita Patra
Title: Registrar
Department: Centurion University
Address: PO : R Sitapur, Rasur, Uppalada, Paralakhemundi, Gajpati -761211, Odisha
Cell Phone: +91 9737 224149
Email id: registrar@cutm.ac.in

Each party shall notify the other of any modification in writing in case of change in the above SPOC.

ARTICLE 7. TERM

- 1) This Agreement shall be effective from the 'Effective Date' and shall be valid for duration of one year.
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Anita Patra



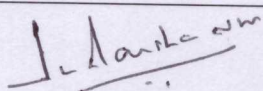
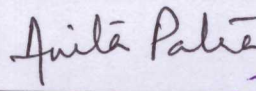
delay, or any act or condition whatsoever beyond the reasonable control of party to Agreement shall be called a "Force Majeure" event.

ARTICLE 9. GOVERNING LAW AND JURISDICTION

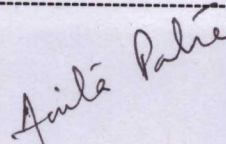
This Agreement shall be governed by laws of the Republic of India.

In the event the Parties fail to resolve any dispute related to the subject matter set forth herein within a reasonable time, the dispute shall be referred to for Arbitration in terms of the Arbitration and Conciliation Act 1996 or any statutory modifications thereto the place of Arbitration shall be Mumbai. The relevant courts of the city of Mumbai shall have jurisdiction over any matter arising out of this Agreement.

IN WITNESS WHEREOF the Parties have caused this Sponsorship Agreement to be executed the day and year first herein above written.

For and on behalf of Dassault Systemes Foundation	For and on behalf of Centurion University of Technology & Management, Odisha
	
Name: Sudarshan MOGASALE	Name: Dr. Anita Patra
Designation: Chairman of Board of Directors Dassault Systemes Foundation	Designation: Registrar, CUTM
Date:	Date:



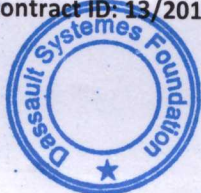




Annexure C

Following ITI trades are identified to develop Hologram content as scope of the project:

SN	Electrician	Fitter	Mechanic Motor Vehicle
01	Basic of the trade	Basic of the trade	Hand and power tools
02	Occupational safety and Health	Fitter Hand tools	Welding
03	Electrical Hand tools	Forging Work	Basic electrical system
04	Fundamental of Electricity	Systems of Measurements	Engine
05	Domestic & Industrial Wiring	Limit, Fit Terminology	Clutch
06	DC Machine	Milling machine work	Gear box
07	Transformer	Heat Treatment	Differential
08	Phase induction Motor	Lathe Machine work	Front and rear axle
09	Domestic electric appliances	Drilling machine work	Automotive electrical
10	Machine Control Panel	Grinding machine work	Learning driving





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Bipartite agreement and memorandum of understanding between

H 994282

Kar Vision Eye Hospital , Bhubaneswar and The School of Paramedic and Allied Health Science, Centurion University of Technology & Management, Bhubaneswar for Building institutional collaboration for arranging support towards clinical teaching, practical training, internship training and placement of paramedical and allied health science students of the Centurion University

This Articles of agreement made on this day August 28, 2018 in Bhubaneswar between

The Medical Director, Kar Vision Eye Hospital, with its clinic / hospital located at Plt # HIG 38, BDA Colony, Gangadhar Meher Marg, Jaydev Vihar, Bhubaneswar, District Khurda, Odisha herein after called as *First party*

And

The Registrar, Centurion University of Technology & Management, with its corporate office located in 17, Forest Park, Bhubaneswar 751009, Odisha and its university branch located at Village Ramchandrapur, PO Jatni, Bhubaneswar, District Khurda, Odisha, herein after called as *Second party*

For implementation of **Building institutional collaboration for arranging support towards clinical teaching, practical training, internship training and placement of paramedical and allied health science students of Centurion University of Technology and Management** henceforth referred to as the **Project** for the agreement in subsequent paragraphs.

That the both parties agreed to the scope of this agreement for effective implementation of the **project** as per the laid down terms and conditions

1

Anita Patra



Ushoh Kumar Nanda



Background and Scope of the partnership agreement:

The Centurion University of Technology & Management (CUTM) is a private, multi-sectoral, UGC approved university with NAAC A accreditation, academic institution offering undergraduate and skill building courses on paramedic and allied health sciences in eye care like B. Optometry, and HSSC approved skill building courses e.g., Refractionist and Vision Technician.

The CUTM plans to become a clinical establishment and offer outdoor based preventive, promotive and curative eye care services for its students, staff and to community in Jatni as part of its social services and Corporate Social Responsibility initiative.

The Kar Vision Eye Hospital situated in Bhubaneswar is a reputed and recognized clinical establishment providing speciality eye care services. It is equipped with various modern and state of art instruments & equipment, facilities and provides regular outdoor and indoor services in the domain of primary, secondary and tertiary eye care services.

The Kar Vision Eye Hospital situated in Bhubaneswar is agreeable to enter into a resource sharing model of collaboration to provide opportunity for clinical teaching, practical training, internship training and placement of paramedical and allied health science students of CUTM.

The scope of the agreement would be as following:

- **Providing technical and managerial support towards the following activities:**
 - Review, revise and upgrade academic curriculum(s) for training/teaching to make it industry oriented
 - Participate as resource persons for conducting internal assessment, external assessment and faculty development.
- **Providing support in organizing an industry visit and conduct primary orientation on eye care industry perspectives to B. Optometry and Skill development course students after their joining the course at SPAHS, CUTM Jatni for 1 day.**
- **Providing clinical teaching and practical training opportunity under supervision in eye care clinical/ industry setup for**
 - 15-21 days under supervision as per course content during 3rd and 5th semester of B. Optometry course
 - 07-10 days in the 2nd and 3rd month of Vision Technician and Refractionist course.
- **Providing internship opportunity under supervision in eye care clinical/ industry setup for**
 - 1 year during 7th & 8th semester as per course content of B. Optometry students
 - 6 months for post completion of skill training course content of VT/RT
- **Providing placement opportunity in eye care clinical/ industry setup after campus interview for**
 - B. Optometry students after successful graduation
 - VT/RT skill development students after successful completion of the course and certification by HSSC.

That, both the parties agrees to implement the **project** whose details are given in Annexure-1.

The implementation of the project would take place in the Kar Vision Eye Hospital, Bhubaneswar and in the School of Paramedic & Allied Health Sciences (SPAHS), Centurion University of Technology & Management, Jatni campus.

Anita Patra



Ushah Kumar Wada



The timeline for implementation of the project would be from August 28, 2018 onwards for a period of 3 years which may be extendable with due consent of both the parties.

The implementation of the project effectively and efficiently will be guided, supervised and implemented by an Executive committee which will periodically meet and review progress in implementation for expansion and improvement of clinical training services. The constitution of the committees and functioning of the committees will be guided by the Terms of reference and Scope of work defined respectively.

The roles and responsibilities for implementation of the project would be shared between partners as per details given below:

Roles of the first party:

1. The first party would select a nodal officer who would be the point person for day to day coordination, facilitation, review, monitoring of the progress of project with the 2nd party to implement project as per timeline.
2. The first party will nominate three officials for representing 1st party in the Executive committee like, Nominee of the Management, Medical Director and Hospital Manager.
3. The first party will be responsible for jointly designing of new courses, periodic review & up-gradation of the existing teaching training curriculums through an expert committee to design/modify courses to make them health sector industry oriented.
4. The first party will be responsible for identification and deputation of suitably qualified doctors/ trainer for delivering quality training and skilling support, internal and external assessments, quality assurance of training/teaching and health research activities in SPAHS, CUTM and in Kar Vision Eye Hospital as per subject domain.
5. The first party would remain responsible for monitoring the quality of the clinical teaching, practical training, internship training and placement of paramedical and allied health science students of Centurion University as part of project services implemented by the 2nd party. The 1st party would be responsible to give feedback based on monitoring observations to the 2nd party if any need for improvement is observed in written, over telephone, through e-mail immediately/ as soon as possible.
6. The first party would give technical inputs for finalization of the activities in the clinical establishment at CUTM.
7. The first party would coordinate and convene periodic (monthly/ quarterly) review meetings with the executive committee. This meeting would address solutions of problems that are put up by the 2nd party to facilitate implementation of the project as per timeline.

Roles of the second party:

1. The second party will select a nodal officer who would be the point person for day to day coordination, facilitation and necessary discussion with the 1st party to move the project as per timeline.
2. The second party will nominate three officials for representing 2nd party in the Executive committee like, Nominee of the Management; Dean, School of Paramedical and Allied Health Sciences; and Director, School of Paramedics and Allied Health Sciences, CUTM University.
3. The second party will be responsible for jointly designing and implementation of new courses, periodic review & up-gradation of the existing teaching training curriculums through an expert committee to implement the courses to make them health sector industry oriented.
4. The second party would be responsible for applying, certification to state appropriate authority for transforming the School of Paramedics and Allied Health Sciences, CUTM as a clinical establishment as per statutory rules.
5. The second party will be responsible for providing managerial, logistics support for delivering the clinical services in the CUTM as a clinical establishment.

Anita Pal



Ushok Kumar Vohra



6. The second party will be responsible for upkeep and maintenance of various clinical infrastructure, facilities and equipment to provide clinical services like outdoor and investigation (pathology, radio diagnostic, optometry, cardiac care, dental care, physiotherapy etc.,) services in phased manner.
7. The second party would be responsible to undertake corrective actions immediately or within reasonable time to respond based on monitoring observations by the 1st party.
8. The second party would coordinate and convene periodic (monthly/ quarterly) review meetings with the executive committee. This meeting would address solutions of problems that are put up by the 1st party to facilitate implementation of the project as per timeline.
9. The second party will be responsible for making due payments to the 1st party for all clinical and training services and repay cost of consumables.

That, the both parties agree to work on a detailed project design and activities including resource sharing plan within 1 month of signing of this agreement.

That, the both parties agree to represent all the project activities and results as a joint initiative with use of Logo of both the parties for branding, visibility and representation in various forums.

That, the both parties agree to follow the following terms and conditions related to the contract implementation and would duly practice

- Any modification of the terms and conditions of the **agreement** would be done in writing after due discussion and documentation.
- Any modification of the design and plans of the **project** would be done in writing after due discussion and documentation.
- Any party desires to terminate the project before set timeline or completion of the project due to non fulfilment of the roles and responsibilities as described above can do so after discussion and written notice to the other party.

In witness thereof, the Medical Director, Kar Vision Eye Hospital, Bhubaneswar and the President, Centurion University of Technology & Management (CUTM), Bhubaneswar have set their hands this day and year to agree on the above written terms and conditions of the partnership.

For Kar Vision Pvt. Ltd.

Signature *Ashok Kumar Nanda*
Dr. A. K. Nanda,
Medical Director,
Kar Vision Eye Hospital,
Bhubaneswar

Director

Signature *Anita Patra*
Prof. Anita Patra
Registrar,
Centurion University of Technology & Management,
Bhubaneswar



Name
 Address
 Witness-1
 Witness-2

Name:
 Address
 Witness-1
 Witness-2

Annexure 1

**THE KAR VISION EYE HOSPITAL
AND
THE SCHOOL OF PARAMEDICS AND ALLIED HEALTH SCIENCES, CENURION UNIVERSITY OF TECHNOLOGY AND
MANAGEMENT
PROPOSED PARTNERSHIP MATRIX**

FOCUS AREAS OF PARTNERSHIP	ROLES AND RESPONSIBILITIES: KVEH	ROLES AND RESPONSIBILITIES: CUTM	RESOURCE SHARING MATRIX	
			KVEH	CUTM
Course curriculum review, up-gradation of existing courses and starting of new courses: a) B. Optometry (MoH&FW) b) VT/ RT skill development course (HSSC) c) M. Optometry by 2020	Participate in professional expert committee for: a) Curriculum reviews and improvement for industry oriented and skill focused approach b) Support development of new courses c) Promotion of curriculums at national and state levels. d) Coordinate with industry partners offering similar course for industry review e) Technical support for Laboratory up-gradation	Constitute professional expert committee for: a) Curriculum reviews and improvement b) Support development of new courses c) Joint promotion of curriculums at national and state levels d) Coordinate with universities for academic reviews e) Offer national and international university engagement f) Provide piloting platform for rolling out the curriculum in 3 centers of university	Technical support in the form of deputation of professionals/ doctors	Logistics and management support Resource sharing @ Rs. 5000.00/ day for engagement of professional personnel
Teaching: Theory	Offsite deputation of trainer for 5-7 days in Bhubaneswar campus	Accommodation & Food Travel support by Vehicle	Staff work days for 5-7 days per semester	Logistic support Resource sharing Honorarium @ Rs. 2000.00/ day
Training: Practical	Providing opportunity for bedside teaching training by qualified resource persons Onsite deputation of trainers as per need	Travel of the students for practical training Packed brunch for the students Planning and organising the activity in close collaboration	Staff work days for 15-21 days per semester	Logistic support Resource sharing for UG & PG for the whole period @ Rs. 1000 per 3 rd semester student @ Rs. 1500 per 5 th semester of students
Training: Internship	Providing opportunity for 12 months' work in clinical setup as routine internship under supervision Arrange for accommodation and food	Travel support for the student Coordinate and visit the internship sites Arrange for stipends	Institutional cost	Logistic support Resource sharing for UG & PG @ Rs. 10000 for 1 year/ student @ Rs. 5000 for 6 month / student
Training: Assessment	Participate/ Support internal assessment Conduct external assessment as industry partner	Accommodation & Food Travel support by Vehicle/AC 2 tier to and fro	Staff work days 5-7 days per semester	Logistic support Honorarium @ Rs. 2000.00 / day
Placement of candidates :	Facilitate absorption of certified paramedics in the institution / industry Work together for planning and coordination Organize industry exposure	Organize placement workshop Create quality industry ready professionals Domain & Soft skills development	Institutional cost	Training support Logistic support
Quality assurance:	Faculty up-skilling in clinical environment	Strengthen training infrastructure & class room	Training support Institutional cost	Logistic support Honorarium @

Anita Palla
Registrar
CENURION UNIVERSITY OF TECHNOLOGY AND MANAGEMENT



	Faculty orientation on Health care sector industry Quality feedback Periodic quality monitoring	transactions Use of internet and web materials Strengthening resource pool and library	Staff work days 5-7 days per year	Rs. 2000.00/ day
Research:	Planning for community level eye care research and services	Create Operational/ Field research opportunity	Technical support; staff time	Supervisory support ; staff time
Clinical establishment services:	Support establish offsite branch with visiting doctors	Provide infrastructure and marketing of partners	Technical support	Logistic support
Resource generation	Facilitate linking up industry for CSR support	Strengthen training infrastructure and faculty quality and availability	Technical support & staff time	Logistic support

Anita Pal





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K 051052

Bipartite agreement and memorandum of understanding between

Nidan Diagnostic and Research Center, Bhubaneswar and the School of Paramedic and Allied Health Science, Centurion University of Technology & Management, Bhubaneswar

This Articles of agreement made on this day December 3, 2018 in Bhubaneswar betweenThe **Chief Executive Officer, Nidan Diagnostic and Research Center**, with its clinic located at Plot # 1, Bapuji Nagar, Bhubaneswar, District Khurda, Odisha herein after called as **First party**

And

The **Registrar, Centurion University of Technology & Management**, with its corporate office located in 17, Forest Park, Bhubaneswar 751009, Odisha and its university branch located at Village Ramchandrapur, PO Jatni, Bhubaneswar, District Khurda, Odisha, herein after called as **Second party**For Building institutional collaboration towards clinical teaching, practical training, internship training and placement of paramedical and allied health science students of Centurion University henceforth referred to as the **Project** for the agreement in subsequent paragraphs.That the both parties agreed to the scope of this agreement for effective implementation of the **project** as per the laid down terms and conditions**Background and Scope of the partnership agreement:**

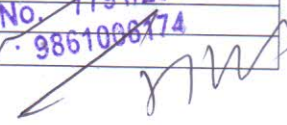
The Centurion University of Technology & Management (CUTM) is a private, multi-sectoral, UGC approved university with NAAC A accreditation, non-clinical academic institution offering undergraduate, postgraduate and skill building courses on paramedic and allied health sciences as given in Annexure II.

This MoU will focus on two domains namely: **MLT** and **RIT** as given below in the table:

A. Medical Laboratory Technology {MLT}	B. Radiology and Imaging Technology {RIT}
A1. Diploma in MLT {2 years}	B1. Diploma in MRT {2 years}
A2. B. Sc. MLT {3 years}	B2. B. Sc. RIT {3 years}
A3. B. Sc. Clinical Microbiology {3 years}	B3. HSSC Course on X Ray Technician {600 Hrs} XTT
A4. M. Sc. MLT {2 years}	B4. HSSC Course on Radiology Technician {1500 Hrs} XTT

A5. M. Sc. Clinical Microbiology {2 years}	
A6. HSSC Course on MLT {2000 hrs.} MLT	
A7. HSSC Course on Phlebotomy {600 hrs.} PBT	
A8. HSSC Course on Blood Bank Technician {1000 hrs.} BBT	
A9. HSSC course on Histopathology Technician { hrs.}HTT	

Jagyneshwar Acharya
Notary Govt. of India
Odisha, BBSR, Dist-Khordha.
Regd. No. 7791/2009
Mob. 9851008774



The Centurion University of Technology and Management [CUTM] plans to become a clinical establishment and offer outdoor based diagnostic services for its students, staff and to community in Jatni as part of its social services and Corporate Social Responsibility initiative.

The Nidan Diagnostic and Research Center [NDRC] situated in Bhubaneswar is a reputed and recognized clinical establishment providing speciality diagnostic services in the field of Radio-diagnosis [Invasive and Non-invasive] and Laboratory sciences. It is equipped with various modern and state of art instruments & equipment, facilities and provides regular outdoor services in the domain of primary, secondary and tertiary diagnostic care services.

The Nidan Diagnostic and Research Center [NDRC] situated in Bhubaneswar is agreeable to enter into a resource sharing model of collaboration to provide opportunity for clinical teaching, practical training, internship training and placement of paramedical and allied health science students of CUTM.

The Scope of the agreement would be as following:

1. Providing technical support towards the following activities:

- o Review, revise and upgrade academic curriculum(s) for training/teaching to make it industry oriented
- o Participate as resource persons for conducting internal assessment, external assessment and faculty development.

2. Providing support in organizing an industry visit and conduct primary orientation on diagnostic care service industry perspectives to

- o DMLT / B. Sc. MLT/ B. Sc. CMB / M. Sc MLT/ M. Sc CMB/ and Skill development course students after their joining the course at SPAHS, CUTM Jatni for 1 day.
- o DMRT / B. Sc. RIT and Skill development course students after their joining the course at SPAHS, CUTM Jatni for 1 day.

3. Providing clinical teaching and practical training opportunity under supervision in diagnostic care setup

- o 15-21 days under supervision as per course content during 3rd and 5th semester of DMLT / B. Sc. MLT/ B. Sc. CMB / M. Sc MLT/ M. Sc CMB course
- o 15-21 days under supervision as per course content during 3rd and 5th semester of DMRT / B. Sc. RIT
- o 07-10 days in the 2nd and 3rd month of Medical Laboratory Technician/ Blood Bank Technician/ Phlebotomy Technician / Histopathology Technician.
- o 07-10 days in the 2nd and 3rd month of X Ray Technician/ Radiology Technician

4. Providing internship opportunity under supervision in diagnostic care industry setup for

- o 3 months during 4th semester for DMLT/ DMRT students
- o 6 months during 6th semester for B. Sc. MLT/ B. Sc. CMB / B. Sc. RIT students
- o 6 months during 4th semester for M. Sc. MLT/ M. Sc. CMB students
- o 6 months for post completion of skill training course content of MLT/ BBT/ Phlebotomy/ Histopathology

5. Providing placement opportunity in diagnostic care service industry setup after campus interview for

- o B. Sc. MLT/ B. Sc. CMB / M. Sc. MLT/ M. Sc. CMB / B. Sc. RIT students
- o MLT/ PBT/ BBT/ HT/ XTT/ RT skill development students after successful completion of the course and certification by HSSC.

That, both the parties agrees to implement the **project** whose details are given in Annexure-1.



The implementation of the project would take place in the Nidan Diagnostic and Research Center, Bhubaneswar and in the School of Paramedic & Allied Health Sciences (SPAHS), Centurion University of Technology & Management, Jatni campus.

The timeline for implementation of the project would be from December 3, 2018 onwards for a period of 3 years which may be extendable with due consent of both the parties.

The implementation of the project effectively and efficiently will be guided, supervised and implemented by an Executive committee which will periodically meet and review progress in implementation for expansion and improvement of planned project activities. The constitution of the committees and functioning of the committees will be guided by the Scope of agreement defined in earlier paragraphs and Terms of agreement defined in partnership matrix respectively.

The roles and responsibilities for implementation of project would be shared between partners as per details given below:

Roles of the first party:

1. The first party would select a nodal officer who would be the point person for day to day coordination, facilitation, review, and progress monitoring with the 2nd party to implement project as per timeline.
2. The first party will nominate three officials for representing 1st party in the Executive committee including nominee of the Management.
3. The first party will be responsible for periodic review & up-gradation of the existing teaching training curriculums through an expert committee to revise courses to make them health sector industry oriented.
4. The first party will be responsible for identification and deputation of suitably qualified doctors/ trainer for delivering quality training and skilling support, internal and external assessments, quality assurance of training/teaching and health research activities in SPAHS, CUTM and in Nidaan Diagnostic and Research Center as per subject domains.
5. The first party would remain responsible for monitoring quality of the clinical teaching, practical training, internship training and placement of paramedical and allied health science students of Centurion University as part of project services implemented by the 2nd party. The 1st party would be responsible to give feedback for improvement based on monitoring observations to the 2nd party in written, over telephone, through e-mail immediately/ as soon as possible.
6. The first party would give technical inputs for finalization of activities in clinical establishment at CUTM.
7. The first party would coordinate and convene periodic (quarterly/ half yearly) review meetings with the executive committee. This meeting would address solutions of problems that are put up by the 2nd party to facilitate implementation of the project as per timeline.

Roles of the second party:

1. The second party will select a nodal officer who would be the point person for day to day coordination, facilitation and necessary discussion with the 1st party to move the project as per timeline.
2. The second party will nominate three officials for representing 2nd party in the Executive committee like, Nominee of the Management; Dean, School of Paramedical and Allied Health Sciences; and Director, School of Paramedics and Allied Health Sciences, CUTM University.
3. The second party will be responsible for jointly conducting periodic review & up-gradation of existing teaching / training curriculums to implement the courses to make them health sector industry oriented.
4. The second party will be responsible for application, documentation, organizing inspection, maintaining updated eLORA certificate, AICTE certificate to state appropriate authority for transforming the School of Paramedics and Allied Health Sciences, CUTM as a clinical establishment as per statutory rules.
5. The second party will be responsible for providing managerial, logistics support for delivering the clinical services in the CUTM as a clinical establishment.



Jaini Lal
Jagyneshwar Acharya
Notary Govt. of India
Odisha, BBSR, Dist-Khurd.
Regd. No. 7791/2009
Mob. 9861006171



6. The second party will be responsible for upkeep and maintenance of various clinical infrastructure, facilities and equipment to provide clinical services like outdoor and investigation (pathology, radio diagnostic, optometry, cardiac care, dental care, physiotherapy etc..) services in phased manner.
7. The second party would be responsible to undertake corrective actions immediately or within reasonable time to respond based on monitoring observations by the 1st party.
8. The second party would coordinate and convene periodic (quarterly / half yearly) review meetings with the executive committee. This meeting would address solutions of problems that are put up by 1st party to facilitate implementation of the project as per timeline.
9. The second party will be responsible for making due payments to the 1st party for all clinical and training services and repay cost of consumables.

That, the both parties agree to work on a finalizing project activities including resource sharing plan within 1 month of signing of this agreement.

That, the both parties agree to represent all the project activities and results as a joint initiative with use of logo of both the parties for branding, visibility and representation in various forums.

That, the both parties agree to follow the following terms and conditions related to the contract implementation and would duly practice

- Any modification of the terms and conditions of the **agreement** would be done in writing after due discussion and documentation.
- Any modification of the design and plans of the **project** would be done in writing after due discussion and documentation.
- Any party desires to terminate the project before set timeline or completion of the project due to non fulfilment of the roles and responsibilities as described above can do so after discussion and written notice to the other party.

In witness thereof, the CEO, Nidaan Diagnostic And Research Center, Bhubaneswar and the Registrar, Centurion University of Technology & Management (CUTM), Bhubaneswar have set their hands this day and year to agree on the above written terms and conditions of the partnership

Jaimin Rath
Signature

Mr. Jaimin Rath,
Chief Executive Officer
Nidaan Diagnostic and Research Center
Bhubaneswar.

Signature

Prof. Anita Patra,
Registrar,
Centurion University of Technology & Management,
Bhubaneswar.



Witness-1

Name

Address

Ram Chandra
RAM CHANDRA
NIDAN BAPUSI NAGAR

Witness

Name:

Address

Ashish Kumar Das
Sr. A.K. Das
CUTM, Corporate office, 17 Forest Park BBSR
751009

Witness-2

Name:

Address:

Mrs. Mitali Bose
Mitali Bose
Nidan, Bapusi Nagar

Witness-2

Name:

Address:

Gnanadhi Das
Gnanadhi Das
17, Forest Park BBSR-9

[Signature]
Bhubaneswar Notary
Notary Govt. of India
Odisha, BBSR, Dist-Khurda
Regd. No. 7791/2009
Mob - 9861006174

Annexure 1

NIDAN DIAGNOSTIC AND RESEARCH CENTER

AND

THE SCHOOL OF PARAMEDICS AND ALLIED HEALTH SCIENCES, CENTURION UNIVERSITY OF TECHNOLOGY AND MANAGEMENT

PROPOSED PARTNERSHIP MATRIX

FOCUS AREAS OF PARTNERSHIP		ROLES AND RESPONSIBILITIES: NDRC	ROLES AND RESPONSIBILITIES: CUTM	RESOURCE SHARING MATRIX	
<p>Course curriculum review, up-gradation of existing courses:</p> <ol style="list-style-type: none"> 1. B. Sc. MLT / B. Sc. CMB 2. M. Sc. MLT/ M. Sc. CMB 3. B. Sc. RIT 4. DMRT/ DMLT 5. Skill development courses like MLT/ XTT/ RT 	<p>Participate in professional expert committee for:</p> <ol style="list-style-type: none"> a) Curriculum reviews and improvement for industry oriented and skill focused approach b) Coordinate with health sector industry partners offering similar course for review 	<p>Constitute professional expert committee for:</p> <ol style="list-style-type: none"> a) Curriculum reviews and improvement b) Coordinate with universities for reviews e) Leverage national and international university engagement 	<p>Technical support in the form of deputation of professionals/ doctors</p>	<p>Logistics support Resource sharing -Honarium @ Rs. 5000.00/ day for engagement of professional personnel</p>	<p>Staff work days for 5-7 days per semester</p>
<p>Teaching: Theory</p>	<p>Offsite deputation of trainers for 5-7 days in Bhubaneswar campus</p>	<p>Accommodation & Food Travel support by vehicle</p>	<p>Staff work days for 15-21 days per semester</p>	<p>Logistic support Resource sharing- Honarium @ Rs. 2000.00/ day</p>	<p>Staff work days for 5-7 days per semester</p>
<p>Training: Practical</p>	<p>Organize industry exposure opportunity for clinical teaching training by qualified resource persons Onsite deputation of trainers if needed Planning and organising activity</p>	<p>Travel of students for practical training Planning and organising activity</p>	<p>Institutional cost</p>	<p>Logistic support Resource sharing for assignment @ Rs. 1000 per 3rd semester student @ Rs. 1500 per 5th semester of students</p>	<p>Logistic support Resource sharing for assignment @ Rs. 5000 per student</p>
<p>Training: Internship</p>	<p>Providing opportunity for 6 months' internship work in clinical setup under supervision Arrange for accommodation and food Give stipend to students</p>	<p>Travel support for the student Coordinate and visit the internship sites</p>	<p>Staff work days 5-7 days per semester</p>	<p>Logistic support support Honarium @ Rs. 2000.00/ day</p>	<p>Logistic support support Honarium @ Rs. 2000.00/ day</p>
<p>Training: Assessment</p>	<p>Participate/ Support internal assessment Conduct external assessment as healthcare sector industry partner</p>	<p>Accommodation & Food Travel support by Vehicle/AC 2 tier to and fro</p>	<p>Institutional cost</p>	<p>Logistic support</p>	<p>Logistic support</p>
<p>Placement:</p>	<p>Facilitate absorption of certified paramedics in the institution / industry</p>	<p>Organize placement workshop Create quality industry ready professionals</p>	<p>Training support Institutional cost Staff work days 5-7 days per year</p>	<p>Logistic support Honarium @ Rs. 2000.00/ day</p>	<p>Logistic support Honarium @ Rs. 2000.00/ day</p>
<p>Quality assurance:</p>	<p>Faculty up-skilling in clinical environment Quality focused feedback Periodic quality monitoring</p>	<p>Strengthen training infrastructure Strengthen class room transactions Use of internet and web materials Strengthening resource pool and library</p>	<p>Technical support</p>	<p>Resource sharing of investigation charges @ 50:50</p>	<p>Technical support</p>
<p>Clinical establishment services:</p>	<p>Support establish offsite branch with visiting doctors and technicians</p>	<p>Provide infrastructure Marketing of partners</p>	<p>Technical support</p>	<p>Resource sharing of investigation charges @ 50:50</p>	<p>Technical support</p>

Jagyneswar Acharya
Notary Govt. of India
Odisha, BBSR, Dist-Khurd.
Regd. No. 7791/2009
Mob : 9861006174



Jagyneswar Acharya

Annexure 2

Building institutional collaboration between
Nidaan Diagnostic and Research Center and

Jagyneshwar Acnarya
Notary Govt. of India
Odisha, BBSR, Dist-Khurd
Regd. No. 7791/2009
Mob: 9861006174

School of Paramedic and Allied Health Sciences. Centurion University of Technology & Management

List of Paramedic and Allied Health Science courses in Centurion University

Sl. #	Ongoing courses: Under graduate & Post Graduate	Sl. #	Proposed New Courses: Undergraduate & Post graduate
A.1	Medical Laboratory Technology: • DMLT (2 yrs 3 months); • B. Sc. MLT (3 yrs.); B. Sc. Cl. Microbiology • M. Sc. MLT (2 yrs); M. Sc. Cl. Microbiology	B.1	Cardiac Care Technology [CCT]: • D.CCT (2 yrs 3 months); • B. Sc. CCT (3.5 yrs)
A.2	Radiology & Imaging Technology: • DMRT (2 yrs) • B. Sc. RIT (3 yrs.)	B.2	Dialysis Technology: • D. DT (2yrs 3 months); • B. Sc. DT (3.5 yrs)
A.3	Optometry: • B. Sc. Optometry (4 yrs)	B.3	OT and Anesthesia Technology: • D. OT & AT (2 yrs 3 months); • B. Sc. OTT & AT (3.5 yrs)
		B.4	ICU Technology: • D. ICUT (2 yrs 3 months); • B. Sc. ICUT (3.5 yrs)
		B.5	Emergency Medical Care Technology: • D. EMCT (2yrs 3months); • B. Sc. EMCT (3.5 yrs)
		B.6	Physiotherapy • D. PM/PT (2yrs 3months); • B. Sc. PM/PT (4 yrs)
Sl. #	Ongoing courses HSSC Skill Development	Sl. #	Proposed New courses: HSSC Skill Development
C.1	Medical Laboratory Technology: (1 yr.)	D.1	X- Ray and Radiology Technician (1 yr.)
C.2	Operation Theater Technology: (1 yr.)	D.2	Emergency Medical Care Technology: (Basic & Advanced) (1 yr.)
C.3	General Duty Assistant:(6 months)	D.3	Vision Technician and Refractionist (1 yr.)
C.4	Phlebotomy Technician: (6 months)	D.4	Blood Bank Technician: 1 year
		D.5	Diet Assistant and Diabetic Educator: 1 year
		D.6	Cardiac Care Technician
		D.7	Dialysis Technician
		D.8	ICU Technician
		D.9	Anesthesiology Technician
		D.10	Asst. Physiotherapy Technician
		D.11	Health Informatics and Data Management



Jainendra Patra

Jagyneshwar Acnarya

Jagyneshwar Acnarya
Notary Govt. of India
Odisha, BBSR, Dist-Khurd
Regd. No. 7791/2009
Mob: 9861006174





COLLABORATION AGREEMENT

BETWEEN

**Centurion University of Technology and Management
(CUTM)**

AND

**Technical and Further Education Commission of New
South Wales
in respect of its Western Institute (TAFE Western)**

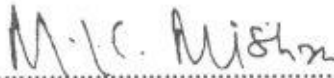

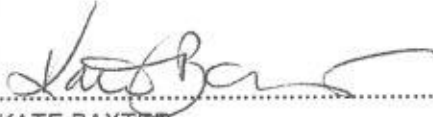

Schedule – Collaboration Agreement Details

This Agreement is made up of this Schedule and the Agreed Principles.

Item 1	Parties	<p>Centurion University of Technology and Management (CUTM), whose registered address is 17 Forest Park, Bhubaneswar 751009, INDIA.</p> <p>AND</p> <p>Technical and Further Education Commission of New South Wales, in respect of its Western Institute (TAFE Western) (ABN 77 994 891 808), whose registered address is 1587 Forest Road, Orange NSW 2800, AUSTRALIA.</p>	
Item 2	Commencement Date	3 August 2015	
Item 3	CUTM Coordinating Officer	Name:	Prof Mukti K Mishra, PhD
		Position:	President
		Organisation:	Centurion University of Technology and Management
		Address:	17 Forest Park Bhubaneswar 751009 INDIA
		Telephone:	Mobile: +91 9437007777, Office: +91 674 2596227
		Email:	Mukti.mishra@cutm.ac.in
Item 4	TAFE Western Coordinating Officer	Name:	Ms Kate Baxter
		Position:	Institute Director
		Organisation:	TAFE NSW Western Institute
		Address:	1587 Forest Road Orange NSW 2800 AUSTRALIA
		Telephone:	+61 2 6393 5912
		Email:	catherine.baxter@tafensw.edu.au

Execution

The signatories overleaf hereby personally warrant that they have express and sufficient legal authority to execute this Collaboration Agreement (which includes the Schedule above and Agreed Principles following) on behalf of the party on whose behalf they have signed.

<p>SIGNED for Centurion University of Technology and Management (CUTM)</p>	<p> PROF MUKTI K MISHRA, PhD President Date signed: 3 AUGUST 2015</p>
<p>in the presence of: <u>SWAPNA HARRISON</u> (name of witness)</p>	
<p>Signature of witness</p>	<p></p>
<p>Name and position of witness (print)</p>	<p>Name <u>SWAPNA HARRISON</u> Position <u>SR MANAGER - ADMINISTRATION</u> Date signed: 3 AUG, 2015</p>
<p>SIGNED for NSW Technical and Further Education Commission through its Western Institute (TAFE Western)</p>	<p> KATE BAXTER Institute Director Date signed: 3rd August 2015</p>
<p>in the presence of: <u>Ellen Clifford</u> (name of witness)</p>	
<p>Signature of witness</p>	<p></p>
<p>Name and position of witness (print)</p>	<p><u>Ellen Clifford</u> <u>R/Manager Professional Svcs</u> Date signed: 3 August 2015</p>

Agreed Principles – Collaboration Agreement

1 Purpose of Collaboration Agreement

- (a) The parties wish to facilitate cooperation in one or more of the following areas and agree to work together in good faith with a view to carrying out and fulfilling these aims:
 - (i) Jointly plan, deliver and evaluate vocational training in India;
 - (ii) Build the capacity of CUTM students to compete in the global Worldskills Competition;
 - (iii) Provide opportunities for short term student and staff exchange programs;
 - (iv) Explore industry partnerships to the benefit of both organisations;
 - (v) Provide certification of part or full Australian Qualifications Framework (AQF) qualifications for Indian vocational students; and
 - (vi) Such other areas of cooperation as may be agreed between the parties.
- (b) Cooperative activities under this Agreement may include any training initiatives as agreed by CUTM and TAFE Western.
- (c) This Agreement may only be amended with the written agreement of both parties.

2 Term and termination

- (a) This Agreement commences on the date specified in Item 2 of the Schedule to this Agreement and ends five (5) years from that date. There will be an annual review of the Agreement to ensure it continues to meet the needs of all parties.
- (b) Either party may terminate this Agreement at any time and for any reason with immediate effect by giving written notice to the other party.
- (c) Termination or expiry of this Agreement is not intended to affect any rights or obligations under any formal agreement entered between the parties pursuant to clause 4 of this Agreement or otherwise.

3 Non-binding Agreement with exceptions

- (a) With the exception of this clause and clauses 9 (Confidentiality), 10 (Privacy) and 11 (Public Announcements), this Agreement merely constitutes a statement of the mutual intentions of the parties with respect to its contents and each party represents to the other that:
 - (i) no reliance shall be placed on this Agreement;
 - (ii) this Agreement does not constitute an obligation binding on any party;
 - (iii) this Agreement does not contain all matters upon which the parties are seeking to reach agreement;
 - (iv) this Agreement does not give rise to any contractual relationship between the parties;
 - (v) this Agreement does not create or imply any relationship between the parties and in particular the parties expressly agree that this Agreement is not intended to, nor shall, create a partnership, joint venture or agency relationship between the parties; and
 - (vi) this Agreement imposes no obligation on any person to enter into any separate written agreements
- (b) Clauses 9 (Confidentiality), 10 (Privacy) and 11 (Public Announcements) create binding obligations and survive termination or expiry of this Agreement.

4 Formalising agreements

- (a) The parties intend that any agreement for academic cooperation referred to in clause 1 will be documented in a separate and formal agreement or agreements containing such terms and conditions applicable to that type of academic cooperation executed by the parties in accordance with the policies and procedures of the respective parties.
- (b) The separate agreements referred to in subclause (a) of this clause must specify the nature of the cooperation and contain clauses, as appropriate, including:
 - (i) the services and facilities to be provided by each party;
 - (ii) the ownership and use of intellectual property arising from or contributed to the collaborative activity;
 - (iii) the application of fees and charges and the apportionment of costs;
 - (iv) the academic policies and/or other policies or regulations that shall apply; and
 - (v) governance arrangements for the cooperation.
- (c) Each such separate agreement must be affixed to this Agreement as a schedule. The schedules to this Agreement are intended to create a contractual relationship between the parties and are intended to operate as separate and formal agreements. The affixing of each schedule to this Agreement does not derogate from the separate and formal status of each schedule as an agreement. The affixing is intended only to constitute a single suite of documents for administrative purposes.
- (d) If applicable, each individual program within each of the types of academic cooperation referred to in clause 1 must be the subject of an appendix to the relevant separate agreement prepared pursuant to paragraphs (b) and (c) and must set out the detail for that particular program.

5 Agreement will not prevent cooperation with other parties

This Agreement will not prevent any party from undertaking any activities or cooperating with third parties or acting independently of the other.

6 Facilitation of cooperation

- (a) In order to carry out and fulfil the aims of this Agreement, CUTM and TAFE Western will each appoint a Coordinating Officer, as set out in Items 3 and 4 of the Schedule to this Agreement, who will negotiate and manage the development of any cooperative activities.
- (b) Either party may initiate proposals for cooperative activities under this Agreement at any time.
- (c) The Coordinating Officers will be responsible for the evaluation of any future proposals for cooperation according to the practices of the respective party.

7 Notices

Any notice, demand, consent or other communication given or made under this Agreement (notice) should be sent to the Coordinating Officer for the receiving party as set out in Item 3 or Item 4 of the Schedule.

8 Costs

- (a) Nothing in this Agreement shall oblige a party to incur any cost or expense, or undertake any work or take any action except as may be provided in any formal agreement executed by the parties either in connection with an activity contemplated by this Agreement or otherwise.
- (b) Unless the parties agree in writing otherwise, each party is liable for its own costs and expenses in relation to anything arising from this Agreement.

Confidentiality

- (a) For the purpose of this Agreement, **Confidential Information** of a party means all trade secrets, knowhow, financial information, marketing, student data and other commercially or scientifically valuable information of whatever description and in whatever form (whether written or oral, visible or invisible) which by its nature is confidential and which:
- (i) is marked by a party as confidential; or
 - (ii) the parties know or ought reasonably to know is confidential,
- and all information about the parties, their employees, agents, policies and operations which is made available or which becomes known during the term of this Agreement or as a result of executing this Agreement, but does not include information that is in the public domain or that is independently known or developed by the party receiving the information other than as a result of a breach of this Agreement or any other obligation of confidentiality owed by or to any other person.
- (b) The parties may exchange Confidential Information relevant to the purposes of this Agreement, which includes the aims described in clause 1.
- (c) Subject to clause 9(f), each party undertakes to treat as confidential all Confidential Information obtained from the other party and undertakes not to:
- (i) disclose any such Confidential Information to any person without first obtaining the consent of the other party in writing; and
 - (ii) use or reproduce any of the other party's Confidential Information otherwise than in performing or giving effect to this Agreement.
- (d) Each party will take such reasonable steps to provide for the safe custody of any and all Confidential Information in its possession and to prevent any unauthorised access or use.
- (e) At any time upon written request of the other party, a party must return or destroy any documents which embody the other party's Confidential Information and must not keep any copies in any form, provided that each party may in good faith keep one copy of Confidential Information on a confidential basis for the purpose of determining any continuing legal obligations.
- (f) Each party may disclose the other party's Confidential Information:
- (i) on a confidential basis to its employees, contractors, officers, agents and advisors who need to know it for the purposes of performing or giving effect to this Agreement, provided that prior to disclosure the relevant party must ensure that those persons are made aware of the confidential nature of the Confidential Information and procure an assurance that any such Confidential Information will be kept confidential;
 - (ii) to the extent that disclosure is required by law, or by the listing rules of any stock exchange provided that, so far as it is lawful and reasonably practical to do so, prior to such disclosure the party subject to such disclosure requirement will promptly notify the other party and consult with the other party regarding the nature, timing and content of the proposed disclosure; or
 - (iii) on a confidential basis to the extent that disclosure is required in connection with legal proceedings.

10 Privacy

- (a) Each party agrees, in relation to all Personal Information coming into its possession or control as a result of the parties carrying out and fulfilling the aims of this Agreement, to:
- (i) comply with any Privacy law, as amended from time to time:
 - (A) by which it is bound; and
 - (B) by which the other party is bound and in respect of which the other party gives written notice to it to comply as if it was also bound.
 - (ii) ensure the Personal Information is only used for the purpose of performing its obligations under this Agreement and take all reasonable steps to ensure the personal Information is protected against loss and against unauthorised access, use, modification or disclosure or against other misuse;
- (b) For the purposes of this Agreement:
- (i) "Personal Information" has the same meaning as in the *Privacy and Personal Information Protection Act 1998 (NSW)*, being information or an opinion (including information or an opinion forming part of a database and whether or not recorded in a material form) about an individual whose identity is apparent or can reasonably be ascertained from the information or opinion;
 - (ii) "Privacy law" means the *Privacy and Personal Information Protection Act 1998 (NSW)* and the *Commonwealth Privacy Act*; and
 - (iii) TAFE Western as part of the NSW Technical and Further Education Commission (TAFE NSW) is bound to comply with TAFE NSW policies and the *Government Information Public Access (GIPA) Act 2009* and *Privacy and Personal Information Protection Act 1998 (NSW)* with respect to the public's right of access to Government held information and the privacy and protection of personal information.
- (c) Nothing in this clause 10 is intended to require a party to deal with Personal Information in a manner which would cause that party to breach a Privacy law by which it is bound.

11 Public Announcements

- (d) The parties agree to consult with each other before making any public announcements regarding this Agreement or any cooperation contemplated by it.
- (e) Each party must obtain the prior written consent from the other party before it uses the other party's name or derivative thereof, or any trademark or logo of the other party in relation to public announcements.



UNITY TRAINING PARTNER AGREEMENT

This Unity Training Partner Agreement (“*Agreement*”) is entered into as of 28 August 2017 (the “*Effective Date*”) between **Unity Technologies ApS**, a Danish corporation having its principal place of business at Løvstræde 5, DK-1150 Copenhagen K, Denmark (“*Unity*”) and **Centurion University of Technology and Management**, an Indian entity having its principal place of business at Centurion University of Technology and Managemet, At- Ramchandrapur, P.O – Jatni, Bhubaneswar, Odisha 752050, India (“*Training Partner*”).

INTERPRETATION & DEFINITIONS

1. Interpretation & Definitions.

1.1. Unless otherwise defined in this Agreement, capitalized terms shall have meaning assigned to them in the Unity Terms of Service.

1.2. In this Agreement, the following terms shall have the following meanings:

“*Affiliate(s)*” means any partnership, joint venture, corporation or other form of enterprise, domestic or foreign, including but not limited to companies that, directly or indirectly, control, are controlled by or are under common control with a party;

“*ATC Site*” means any physical facility separately approved by Unity in writing pursuant to this Agreement that remains in compliance with all requirements in respect of ATC Sites under this Agreement. For greater certainty, if any such requirement does not obtain in respect of any such facility, Training Partner shall be in breach of this Agreement. References herein to obligations of Training Partner to cause ATC Site to carry out or refrain from any activities shall include staff of such ATC Site;

“*Certification Program*” means Unity’s “*Certification Program*” or its successor program;

“*Confidential Information*” means any and all of Unity’ or Unity’ Affiliates’ or licensors’ business, proprietary and technical information, data and processes, whether tangible or intangible, which is disclosed by Unity to Training Partner hereunder or to which Training Partner is exposed during the Term, including, without limitation, any and all techniques, discoveries, product operations, research developments, business activities and operations, current and proposed business and marketing plans, customer and prospect lists, budgets, projections, cost analyses, acquisition candidates, inventions, source code, engineering concepts, ideas, data, designs, patents, patent applications, copyrights, copyright applications, know-how, trade secrets and computer programs. Confidential Information expressly includes the terms and conditions (but not the existence of) this Agreement;

“*Documentation*” means the collateral materials provided by Unity to Training Partner relating to the Unity Software in accordance with Unity’ then-current corporate policy;

“*Fee*” means a recurring annual fee in the amount of US\$5,000.00 for each ATC Site. In respect of each ATC Site, the Fee (for one year) is payable immediately on the date it is approved and if renewed, yearly on the anniversary thereafter;

“*Intellectual Property Rights*” means patent rights (including patent applications and disclosures), copyrights (including copyright applications), trade secrets, moral rights, know-how and any other similar rights or intangible assets recognized under any law(s) or international convention(s) in any country or jurisdiction in the world where intellectual creations to which rights of ownership accrue;

“*Program Year*” means a calendar year;

“*Taxes*” means any and all federal, state, provincial, local, and municipal taxes, assessments and other governmental charges, duties, impositions, and liabilities of any kind, including without limitation, sales, use, withholding, goods and services, value-added or similar taxes;

“*Training Partner Program*” means the “*Unity Training Partner Program*” or its successor program as generally described at the Site;

“*Training Program(s)*” means a course or a series of courses offered by Training Partner and into which the Unity Software has been incorporated;

“*Unity Certified Developer*” means a Unity instructor who has successfully completed the Unity Certified Developer introductory courseware training course or exam;

“*Unity Online Testing System*” means the web-based system that enables secure exam delivery by Unity Authorized Training Centers. The Certification Program exam testing will be run using a secure online testing browser, which is installed on the testing machine. After the candidate completes the exam, Unity Online Testing System will score the exam and the candidate will have immediate access to their score report;

“*Unity Terms of Service*” means those terms and conditions at the Website applicable to the relevant product/service at any given time;

“*Unity Trade-marks*” means all present and future trademarks, trade names and logos used and/or registered by Unity and/or used and/or registered by its Affiliates; and

Amita Patil

“Website” means unity3d.com and its successor site(s).

TERM AND TERMINATION

2. Term and Termination.

2.1. *Term of Agreement.* This Agreement shall continue in force from the Effective Date for a period of 12 months until terminated as provided herein (“Term”).

2.2. *Termination.* This Agreement shall terminate in the event of any of the following:

(a) breach by Training Partner or Unity of any of the terms of this Agreement;

(b) termination by Unity or Training Partner for convenience;

(c) breach of the Unity Terms of Service by Training Partner;

(d) Unity’s termination of the Certification Program or the Training Partner Program; or

(e) where any of the following occurs in respect of Training Partner:

(i) a receiver is appointed for Training Partner or Training Partner’s property;

(ii) Training Party makes an assignment for the benefit of its creditors;

(iii) any proceedings are commenced by, for, or against Training Partner under any bankruptcy, insolvency, or debtor’s relief law for the purpose of seeking a reorganization of such party’s debts, and such proceeding is not dismissed within sixty (60) calendar days of its commencement; or

(iv) Training Party is liquidated or dissolved.

2.3 *Notice of Termination.* In respect of termination under Section 2.2(b), termination shall be effective upon one month’s written notice by the terminating party to the recipient. In respect of termination under Sections 2.2(a), 2.2(c), 2.2(d), and 2.2(e), termination shall be immediate upon the event giving rise to termination; provided, however, that Unity shall endeavor to provide notice to Training Partner as soon as practicable.

3. Consequences of Termination.

3.1. *Amounts Payable.* Subject to Section 3.2, Training Partner shall remit all amounts due and outstanding to Unity forthwith upon termination.

3.2. *Termination of Authorizations.* All authorizations/licenses granted under this Agreement terminate immediately on termination of this Agreement. For the avoidance of doubt, this shall not affect enrolled students at the point of termination, who will continue to have access to all courseware / certification that they have paid for.

3.3. *Delivery Up of Confidential Information.* Training Partner shall immediately return to Unity or destroy, at Training

Partner’s expense, all copies of the Confidential Information and shall deliver to Unity a certificate of an authorized officer of Training Partner attesting to any such destruction.

4. Survival. Sections 2, 3, 4, 7, and 18 through 36 (inclusive) shall survive termination of the Agreement.

PROGRAM ENTITLEMENTS AND OBLIGATIONS

5. Participation in Program. Training Partner may participate in the Program only at any ATC Site in accordance with the terms and conditions of this Agreement. In this connection, Training Partner understands and agrees that Unity has the right to change or terminate the Training Partner Program at any time, without prior notice to Training Partner.

6. Fee. Training Partner shall pay the Fee to Unity. As at the Effective Date of this Agreement, Training Partner has committed to 1 ATC site, the total Fees payable shall be US\$5,000 per year. Additional ATC sites may be added at the rate of US\$5,000 per site per year.

7. Conditions for Payments, Expenses.

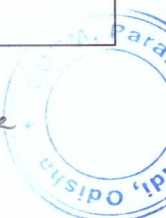
7.1 *Payments.* All payments by Training Partner to Unity shall be in United States dollars. Except for withholding tax as expressly provided for herein, all amounts payable by Training Partner to Unity under this Agreement shall be made in full without reduction for Taxes, customs duties, claims, counterclaims, fees, charges, deductions, or demands against Unity, it being the intent hereof that all such amounts payable to Unity be free and clear of any Taxes, charges, or duties of any kind whatsoever. Training Partner is and shall be solely responsible for any and all Taxes due on Training Partner’s payments to Unity (other than income tax payable by Unity; provided, however, that (a) Training Partner shall be entitled to withhold Taxes from payments hereunder where required by applicable law; and (b) in the event that any Taxes are so withheld, Training Partner shall furnish upon Unity a tax withholding report detailing amounts due less withholdings within forty-five (45) days of making payment to Unity.

7.2 *Expenses.* Except only as expressly otherwise provided for in this Agreement, Training Partner shall be solely liable for any and all expenses and costs of any kind incurred by Training Partner or otherwise required in connection with exercise of any rights or obligations under this Agreement.

8. Authorized Training Centers. Subject to Training Partner’s compliance with all other obligations of this Agreement, if and for so long as (a) Training Partner employs no less than one (1) Unity certified developer pursuant to the Certification Program (“Certified Developer”) at an ATC Site; and (b) an ATC Site obtains under this Agreement; Training Partner may be designated by Unity as a ‘Unity Authorized Training Center’ (“Unity Authorized Training Center” or “ATC”) and Training Partner shall be authorized to use such designation and the designation “Unity Authorized Training Partner” at any ATC Site.

9. Training Partners may not administer any Certification Program exams to any individual who is a citizen or resident of a US

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embargoed country. A US embargoed country, is a country subject to U.S. sanctions prohibiting trade.

10. Candidates for Certification Program exams must be 13 years of age or older.
11. Training Partner shall ensure that the candidate taking a Certification Program exam is who they claim to be. All candidates must present at least one form of photo ID, or 2 forms of non-photo ID to ensure the candidate is the person to whom the exam is delivered. Training Partner shall confirm the form of identification presented by the candidate when the proctor logs the user into the Unity Online Testing System.
12. Obligations.
- 12.1. *Incorporation of Software Into Training Programs and Mandatory Purchase of Bundles.* Training Partner shall incorporate Unity Software into the Training Program and agrees to a mandatory purchase of one Unity certified training courseware / exam bundle for each student enrolled in the Training Program.
- 12.2. *Hardware and Facilities.* Training Partner shall cause the following to obtain at all times.
- 12.2.1. Each ATC Site will comply with the requirements of Schedule A hereto in respect of each ATC Site, as well as any and all guidelines Unity may issue separately to Training Partner concerning ATC Sites and/or activities undertaken thereat in connection with this Agreement ("Guidelines"). Further, each ATC Site must have a reception or exam waiting area that is separate from the location of the workstations to be used to deliver the exams; candidates waiting for a scheduled exam must not have contact with examinees who are in the process of completing a Certification Program exam, or who have completed their testing session; sufficient number of proctors shall oversee exams at the ATC Site; ATC Site staff shall be responsible for monitoring the location of certification candidates to avoid instances of cheating. Workstations used for testing must be positioned so that the proctor is able to maintain visual contact with the candidate at all times while an exam is in session; proctors may maintain visual contact directly, or through video monitoring.
- 12.2.2. Each testing workstation at the ATC Site must be situated in an environment that is conducive to testing; the workspace must be in an area that is free from noise and distraction, properly lit and heated to an acceptable working standard; there must be adequate space around the workstation for the candidate to easily use the testing workstation; there must be adequate space between examination workstations to prohibit candidates from viewing one another's screen, or conversing during the test session.
- 12.2.3. Each ATC Site shall hold at least one (1) Certification Program exam each calendar quarter of each Program Year.
- 12.2.4. For greater certainty, in the event of any conflict or inconsistency between the Guidelines and

obligations concerning ATC Sites, the Guidelines shall govern to the extent of such conflict or inconsistency.

- 12.3. *Administrative.* Training Partner must designate one person as the primary point of contact for each ATC Site ("ATC Site Manager") between that ATC Site and its Unity business account manager. ATC Site Managers are required to have Internet and e-mail access in order to remain current with the Training Partner Program and to receive special e-mail communications from Unity. This ATC Site Manager must, among other things, use his/her best efforts to keep the ATC Site staff fully informed about Training Partner Program news, announcements and criteria, etc., as appropriate.
- 12.4. *Changes to ATC Company and Site Information.* Training Partner shall notify Unity of all changes that may affect their status as an ATC, including without limitation:
- (a) change of company ownership or company name;
- (b) change of ATC company or ATC Site name, address, email address, telephone, or fax, or Site Manager name, address, email address, telephone, or fax;
- (c) change in instructors employed at the ATC Site; and/or
- (d) change in the instructors' personal qualifications on Unity Software.
- 12.5. *Site Approval.* Training Partner may participate in the Training Partner program only at ATC Sites. Unity shall not unreasonably withhold, condition, or delay an application for an ATC Site from Training Partner, provided that Training Partner adheres to any and all requirements that Unity may stipulate in respect of any such application.
- 12.5.1. An ATC Site must meet appropriate standards for professional training facilities, and, without limitation, Unity may refuse an ATC Site application if in its opinion any of the following does not obtain in a site under application.
- 12.5.1.1. It is not of appropriate standard of quality and facilities to represent the Training Partner Program positively, as determined by Unity;
- 12.5.1.2. It does not have the appropriate facilities and equipment to allow proper demonstration of Unity products or to allow students adequate access to equipment in order to practice and learn effective use of the Unity products; or
- 12.5.1.3. It does not have presentation or communications facilities suitable for the demonstration of practical use of the Unity Software.
- 12.6. From January 1st, 2017, all instructors at ATC Sites must Be Unity certified under the Certification Program to



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teach courses on the Unity Software to issue trainees with "certificates of completion"; each ATC Site must have at least one (1) instructor who is a Unity certified instructor pursuant to the Certification Program. Instructor certification or instructor recertification may be required by Unity at every new Unity Software release. As a result, previously certified instructors may need to successfully complete further training, and/or pass a Unity exam on the new Unity Software to maintain ATC Site status under this Agreement.

- 12.7. *Minimum Number of Unity Certified Developers.* At all times, Authorized Training Partner shall employ no less than one (1) Certified Developer at each ATC Site. Training Partner shall notify Unity in writing immediately if Training Partner no longer meets such requirement.
- 12.8. *Marketing.* Training Partner shall cooperate with respect to and participate in Unity marketing events designed to market and promote the Training Partner Program. Training Partner shall use best efforts to market and promote its Training Programs.
- 12.9. *Current Web Site.* Training Partner shall ensure its Web Site contains current information regarding its Training Programs and its participation in the Training Partner Program.
- 12.10. *Student Evaluations.* Training Partner shall require all students in Training Program(s) to complete course and instructor evaluations. Upon Unity' request, Training Partner shall provide all such evaluations to Unity with student names and other identifying information deleted if so desired by Unity or Training Partner. Training Partner shall comply fully with any applicable privacy protection regulations, data protection regulations and other applicable laws in relations to preparing and disclosing such information, including, if necessary, making appropriate registration and securing all approvals or license required to enable transfer of the data to and use by Unity as permitted under applicable law.
- 12.11. *Trainee Complaints.* Unity may review with the Training Partner any complaint that Unity receives from a trainee or customer of any ATC Site. The receipt by Unity of three (3) or more complaints within a Program Year shall be considered a breach of this Agreement by Training Partner.
- 12.12. *Reports.* Upon Unity' request, Training Partner shall submit a written report on the number of students attending each Training Program it offers during any period as specified by Unity.
- 12.13. *Audit.* Unity shall have the right to audit upon reasonable prior notice and during normal business hours, any Training Program(s) to ensure or confirm compliance with the terms of this Agreement. Upon Unity' request, Training Partner shall provide to Unity the materials Training Partner provides its instructors and/or students in relation to its Training Program(s).

12.14. *Service Provision and Customer Satisfaction Criteria.* Training Partner shall cause ATC Sites to meet such performance targets as separately established from time to time by Training Partner's Unity business development manager, including with respect to training and certification volumes and trainee satisfaction.

12.15. *Exclusivity.* For the Term, Training Partner shall not, whether via any ATC Site or otherwise, offer to provide or provide any training and/or testing services similar to those contemplated under this Agreement for any other game engine.

13. Entitlements.

13.1. *Unity Web Site/Marketing.* So long as Training Partner is in compliance with this Agreement, during the Term Unity may post the name and contact information of Training Partner on the "Training Partners" area of its corporate web site, and Training Partner shall be entitled to participate in select marketing and special promotions made available to authorized participants of the Training Partner Program from time to time.

13.2. *Unity Plaque and/or Certificate.* Provided that Training Partner is in compliance with this Agreement, during the Term Unity shall provide to Training Partner a plaque and/or certificate confirming Training Partner's status as an authorized Training Partner Program participant.

13.3. *Courseware/exam bundles.* So long as Training Partner is in compliance with this Agreement, during the Term, Training Partner shall be entitled to purchase Unity certified training courseware/exam bundles at a price of US\$2,500 per "10 pack" of bundles from Unity under the terms and conditions applicable to any such purchase. In addition, for every certified training courseware / exam bundle purchased by Training Partner for a student, the student will also receive a Unity "Education license" for his/her personal use free of charge.

13.4. *Logo and Trademarks Usage.*

13.4.1 Subject to the terms and conditions hereof, Training Partner is granted by Unity a non-exclusive, revocable, non-transferable, and non-sublicenseable license to use those Unity Trade-marks as specified by Unity separately in writing, solely in connection with the marketing, promoting, and/or conducting of the Training Program(s); provided, however, that all such uses shall be approved in advance by Unity.

13.4.2 Training Partner shall ensure that, each time one or more of the Unity Trade-marks is used as authorized hereunder, the owner of the respective Unity Trade-mark(s) shall be identified in the manner directed by Unity and Training Partner shall further indicate that such Unity Trade-marks are used under license by Training Partner. Use of any Unity Trade-mark by Training Partner shall be allowed only in accordance with Unity' trade-mark policies in effect from time to time. The policy presently in effect may be found at: <http://unity3d.com/public-relations/brand>.



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13.4.3 Training Partner agrees to cooperate with Unity in facilitating Unity's monitoring and control of the nature and quality of Training Partner's use of the Unity Trade-marks, and shall submit to Unity in advance and for approval in writing a copy of all materials in which Training Partner proposes to use any of the Unity Trade-marks.

13.4.4 All uses of the Unity Trade-marks shall inure to the sole benefit of Unity, and not Training Partner. Training Partner has not paid consideration for the use of the Unity Trade-marks and, other than the right and obligation of use created pursuant to this Agreement, acquires no right, title or interest in the Unity Trade-marks of any kind whatsoever.

13.5. *Co-branded Certificates.* Training Partner may issue co-branded certificates of merit, as provided by the Training Partner to those students who have successfully completed the Training Program(s).

14. Supremacy of Agreement. Training Partner understands and agrees that the Unity Terms of Service shall apply to Unity Software and Materials ("Products"); provided, however, that in the event of any conflict or inconsistency between this Agreement and the Unity Terms of Service, this Agreement shall govern to the extent of such conflict or inconsistency.
15. Non-Commercial, Educational Use Only. Training Partner shall use the Products for educational purposes only and only as incorporated into the Training Program. Subject to the foregoing, under no circumstances shall Training Partner use or permit others to use the Products in any manner for a commercial purpose or in respect of a for-profit enterprise of any kind.
16. Specific Technical Restrictions. Training Partner hereby agrees not to reset the system clock for any computer upon which any Product is installed. Attempts to reset the system clock will invalidate the encryption code and will necessitate the license key/entitlement to be reset.
17. Installation. Training Partner shall provide adequate system administration in order to facilitate the initial installation and activation of Products and shall be responsible for procuring, installing, and maintaining all computer hardware and software necessary to operate the Products, which shall be in compliance with Unity's published system qualifications. Unity shall not be responsible for installation of the Products in any manner whatsoever.

CONFIDENTIAL INFORMATION

18. Confidential Information.

- 18.1. *Non-Disclosure.* Training Partner shall maintain in strict confidence all Confidential Information.
- 18.2. *Restriction on Use.* Training Partner shall use Confidential Information only for the specific purpose of fulfilling Training Partner's obligations or exercising Training Partner's rights hereunder. Training Partner shall not use, nor permit or purport to authorize any third party

to use, any Confidential Information for any purpose not specifically authorized in this Agreement.

- 18.3. *Safeguards.* Training Partner shall take the same degree of care to safeguard the Confidential Information as it takes to safeguard its own confidential information, but no event less than reasonable care.
- 18.4. *Employee Access.* Training Partner shall limit the use of and access to the Confidential Information to its bona fide employees and duly authorized representatives whose use or access is required in the ordinary course of the exercise by Training Partner of its rights or fulfillment of its obligations hereunder. Training Partner shall take appropriate steps, by instituting or maintaining written non-disclosure agreements with any employees and duly authorized representative to maintain the confidentiality of and to protect all Confidential Information from disclosure, publication and/or unauthorized use.
- 18.5. *Notices.* Training Partner shall not remove any proprietary, copyright, mask work, trade secret or other notice or legend from any form of Confidential Information.
- 18.6. *Irreparable Harm.* The parties hereto agree and acknowledge that misuse or disclosure of the Confidential Information shall cause irreparable harm to Unity, Unity's Affiliates and/or Unity's licensors and Unity, Unity's Affiliates and/or Unity's licensors shall be entitled to seek injunctive relief in respect of any misuse or disclosure of Confidential Information.
- 18.7. *Exceptions.* The restrictions on the use of Confidential Information contained in this Section shall not apply to information that Training Partner can clearly show: (i) was already known to Training Partner at the time of disclosure; (ii) was independently developed by Training Partner without use of the Confidential Information; (iii) became known to Training Partner from another source without confidentiality restriction on subsequent disclosure or use; (iv) is or becomes part of the public domain through no wrongful act of Training Partner; or (v) is disclosed pursuant to any judicial or governmental request or order, provided that Training Partner takes reasonable steps to give Unity, Unity's Affiliates and/or Unity's licensors sufficient prior notice so that it may contest or limit any such request or order.

REPRESENTATIONS AND WARRANTIES

19. Warranties of Training Partner. Training Partner represents and warrants to Unity as follows:

- (a) Training Partner has all requisite right and authority to enter into this Agreement and participate in the Training Partner Program, and the performance of the obligations hereunder will not conflict with any agreements with or obligations to any third party;
- (b) Training Partner shall comply with all applicable international, national, state, provincial, regional and local laws and regulations in exercising its rights or fulfilling its obligations hereunder; and



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(c) all information provided by Training Partner on any application hereunder or otherwise provided to Unity in relation hereto shall be accurate and complete

20. No Unity Warranties. THE PRODUCTS, THE CERTIFICATION PROGRAM, AND THE TRAINING PARTNER PROGRAM ARE PROVIDED "AS IS", WITHOUT WARRANTY OF ANY KIND. UNITY, ITS AFFILIATES, AND ITS LICENSORS MAKE NO WARRANTIES, EXPRESS, IMPLIED, OR ARISING BY CUSTOM OR TRADE USAGE, RELATED TO OR ARISING OUT OF THIS AGREEMENT, THE CERTIFICATION PROGRAM, OR THE TRAINING PARTNER PROGRAM, AND TO THE EXTENT PERMITTED BY APPLICABLE LAW, SPECIFICALLY DISCLAIMS ANY IMPLIED WARRANTIES OF TITLE, NON-INFRINGEMENT, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE.

INTELLECTUAL PROPERTY

21. Acknowledgement of Ownership. Training Partner agrees and acknowledges that all right, title and interest in and to the Products, the Unity Trade-marks, Confidential Information and any and all other documentation, materials, or things supplied by Unity to Training Partner in any fashion and in any media, including all trade-marks identified thereupon and any and all Intellectual Property Rights therein, shall be and shall remain vested in Unity. Training Partner shall maintain Unity' copyright and trade-mark notices on the Products and will not alter, erase, deface, or overprint any such notice on anything provided by Unity. Subject only to the express rights granted herein and otherwise by Unity, Training Partner shall not, nor allow any other person to, use, copy, modify, broadcast, transmit, reproduce or otherwise exploit any of Unity' intellectual property or other proprietary rights in any manner whatsoever without the express prior written consent of Unity.

INDEMNIFICATION AND LIMITED LIABILITY

22. Limitation of Liability. UNITY, ITS AFFILIATES, AND ITS LICENSORS' TOTAL LIABILITY TO YOU FROM ALL CAUSES OF ACTION AND UNDER ALL THEORIES OF LIABILITY WILL BE LIMITED TO THE GREATER OF THE AMOUNTS PAID BY YOU HEREUNDER WITHIN SIX (6) MONTHS OF THE DATE OF YOUR CLAIM OR ONE HUNDRED U.S. DOLLARS (US\$100). IN NO EVENT WILL UNITY, ITS AFFILIATES, OR ITS LICENSORS BE LIABLE TO YOU FOR ANY SPECIAL, INCIDENTAL, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL DAMAGES (INCLUDING LOSS OF DATA, BUSINESS, PROFITS OR ABILITY TO EXECUTE) OR FOR THE COST OF PROCURING SUBSTITUTE PRODUCTS ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, WHETHER SUCH LIABILITY ARISES FROM ANY CLAIM BASED UPON CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE, AND WHETHER OR NOT UNITY, ITS AFFILIATES, OR ITS LICENSORS HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGE. THE FOREGOING LIMITATIONS WILL SURVIVE AND APPLY EVEN IF ANY LIMITED REMEDY SPECIFIED HEREIN IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR

CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO TRAINING PARTNER.

23. Indemnification.

Except only as expressly otherwise provided in this Agreement, you agree to release, indemnify, defend and hold Unity, its Affiliates, and its licensors, and their respective directors, officers, employees, agents, and assigns, and any other organizations related to the Training Partner Program or Certification Program, harmless from any and all claims, injuries, damages, expenses (including reasonable legal fees), or losses to person or property and/or liabilities of any nature that in any way arise from your exercise or attempted exercise of any rights hereunder, including (a) any condition caused by events beyond Unity, its Affiliates, or its licensors' control that may cause administration of the Products or training to be disrupted; (b) your and your employees', contractors', and agents' negligence or wilful misconduct; and (c) any breach by you of this Agreement.

NON-SOLICITATION

24. Employees. During the Term and for twelve (12) months thereafter, Training Partner shall not, directly or indirectly, solicit, recruit, or induce the employment of any employee or consultant of Unity or its Affiliates for itself or for any other company or individual without the express written approval of Unity or its Affiliates. The parties hereto agree that the following shall not constitute a breach of this Section:

- 24.1. General advertisements for employment;
- 24.2. Use by Training Partner of an employee placement service that is not specifically directed at an employee or consultant of the other party; and
- 24.3. Unsolicited applications for employment from employees or consultants of Unity or its Affiliates.

GENERAL

25. Notices. All notices under this Agreement shall be deemed served (i) when hand delivered; (ii) when delivered by email (if to Unity, legal@unity3d.com or such other address as notified by Unity; if to Training Partner, or such other address as notified by Training Partner), unless there is reason to believe that such email was not delivered to the correct recipient; (iii) upon delivery when sent by express mail, courier, overnight mail or other recognized overnight delivery service, charges prepaid; (iv) seven (7) business days following the date mailed when sent by regular post, postage prepaid; or (v) two (2) business days following the date of transmission (with delivery confirmation) when sent by facsimile transmission.

26. Assignment. Training Partner may not assign this Agreement or any of Training Partner's rights or obligations hereunder, whether voluntarily or by operation of law, to any other person(s), firm(s) or corporation(s) without the prior written approval of Unity, which may be withheld in Unity' sole and absolute discretion, and any attempt to do so shall be null and void.

27. Relationship of Parties. Each party is acting as an independent contractor and not as an agent, partner or joint venturer with the other party for any purpose. Neither party shall have any



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right, power, or authority to act or create any obligation, express or implied, on behalf of the other. Neither party shall hold itself out, either expressly, by implication or through its conduct, to any third party as having authority to bind or act on behalf of the other party.

28. Representation by Counsel. Training Partner hereby certifies and represents that it has been, or had the opportunity to be, represented by counsel in the negotiation/completion of this Agreement.

29. Irreparable Harm Training Partner acknowledges that the nature of computer software generally, intellectual property, proprietary property of Unity and/or its licensors or Affiliates may be rapidly diminished or destroyed. Training Partner acknowledges and agrees that violation of Training Partner's obligations hereunder respecting the intellectual property, proprietary property of Unity or Unity' licensors or Affiliates shall cause irreparable harm to Unity and/or Unity' licensors and/or Affiliates and shall entitle Unity and/or Unity' licensors and/or Affiliates to equitable relief (including injunctive relief on an expedited basis) forthwith.

30. Waiver Not to Prejudice Rights. The failure of either party to require performance by the other party of any provision hereof shall not affect the full right to require such performance at any time thereafter; nor shall the waiver by either party of a breach of any provision hereof be taken or held to be a waiver of the provision itself. No waiver on behalf of either party of the breach of any of the covenants, conditions or provisions herein contained shall be effective or binding upon such party unless the same shall be expressed in writing and signed by both parties.

31. Severance. In the event any provision in this Agreement wholly contravenes any applicable legislation existing from time to time or is deemed wholly unenforceable by a court of law, the offending provision(s) shall be deemed to be severed and the remainder of the Agreement shall remain in full force and effect and no provision shall be deemed to be dependent upon any other provision unless so expressed herein. In the event that a provision of this Agreement is invalid, illegal or incapable of being enforced, it shall be deemed to be amended and modified so that it is valid, legal and capable of being enforced to the greatest extent possible to the benefit of Unity.

32. Force Majeure. Neither party shall be responsible for delays or failure of performance resulting from acts beyond the reasonable control of such party. Such acts shall include, but not be limited to, acts of God, riots, acts of war, epidemics, failure of suppliers to perform, power failures, earthquakes or other disasters.

33. Governing Law and Dispute Resolution.

33.1 This Agreement will be governed by and construed in accordance with the laws of Denmark, without regard to or application of conflict of laws rules or principles. The United Nations Convention on Contracts for the International Sale of Goods will not apply.

33.2 Except as set forth below in Section 33.5, any dispute arising out of or in connection with this Agreement, including any disputes regarding the existence, validity or termination thereof, shall be settled by arbitration.

33.3 Training Partner and Unity agree to arbitrate all disputes by simplified arbitration arranged by The Danish Institute of Arbitration in accordance with the rules of simplified arbitration procedure adopted by The Danish Institute of Arbitration and in force at the time when such proceedings are commenced.

33.4 Training Partner and Unity further agree that any arbitration shall be conducted in each's individual capacity only and not as a class action or other representative action, and each expressly waives the right to file a class action or seek relief on a class basis. Training Partner and Unity agree that each may bring claims against the other only in its individual capacity, and not as a plaintiff or class member in any purported class or representative proceeding. If any court or arbitrator determines that the class action waiver set forth in this paragraph is void or unenforceable for any reason or that an arbitration can proceed on a class basis, then the arbitration provision set forth above shall be deemed null and void in its entirety and the parties shall be deemed to have not agreed to arbitrate disputes.

33.5 Notwithstanding Training Partner and Unity's agreement to resolve all disputes through arbitration, either may bring an action in court (a) to enforce its intellectual property rights ("intellectual property rights" means patents, copyrights, moral rights, trademarks, and trade secrets, but not privacy or publicity rights), including to seek injunctive relief; or (b) in cases that do not involve intellectual property rights, to seek temporary, preliminary or other expedited or provisional injunctive relief (but not money damages). If Training Partner and Unity have an intellectual property rights dispute, Training Partner and Unity agree to submit to the personal and exclusive jurisdiction of and venue in the courts located in Copenhagen, Denmark. Training Partner and Unity agree to accept service of process by mail, and hereby waive any and all jurisdictional and venue defenses otherwise available.

34. Entire Agreement. The parties have executed this Agreement and agree to be bound by its terms and conditions, and further agree that they constitute the complete and entire agreement of the parties and supersede all previous communications, oral or written, between them relating to the subject matter hereof. No representations or statements of any kind made by either party that are not expressly stated herein shall be binding on such party. Any modification or amendment of any provision of this Agreement will be effective only if in writing and signed by the parties hereto.

35. Language. The parties hereto have expressly required that the present Agreement and any attachments be drawn up in the English language. In addition to the execution of this English form of Agreement, this Agreement may be translated into another language and executed by the parties hereto. However, in the event of any inconsistency between the English version hereof and the foreign translation, the English version shall prevail and govern in all respects.

36. Execution in Counterparts. This Agreement may be executed in two or more counterparts (by original or facsimile signature), each of which shall be deemed to be an original but all of which together shall constitute one and the same Agreement.

[SIGNATURE PAGE FOLLOWS]



Anita Paloo

IN WITNESS WHEREOF the parties hereto have entered into this Agreement:

TRAINING PARTNER

UNITY TECHNOLOGIES APS

by: Anita Patra
Signature

by: _____
Signature

REGISTRAR
Anita Patra

Name & Title

CUTM, Paralakhemundi
Name & Title Dist. Gajapati- 761211

Registrar, Centurion University
Date 28.08.17 .

Date



Schedule A – Examination Delivery Workstations

Platform Requirements	Description
Browser	Microsoft Internet Explorer V5.5 or later. The system is optimized for Internet Explorer, other browsers may not display all content properly
Browser Setup	Unity Certification exams require installation of a secure browser on each workstation. An ATC may download the Secure Browser from the Unity Online Testing System website under the Downloads" tab.
Operating System	Windows (NT, XP, Vista 32 or Windows 7) Recommended: Windows, XP or Vista
Internet Connection	Broadband connection (DSL, Cable, or T1).
PC Class	Each PC used for testing must meet or exceed the minimum hardware requirements for the Unity applications installed on the workstation.
Monitor Size	17" monitor or larger
Resolution	1024x768 or higher
Color Depth	16-bit color depth or greater



Licence Agreement

Deakin University (**Deakin**)
Western District Health Service (**WDHS**)
Centurion University (**Licensee**)

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Licence Agreement

Parties

Deakin University

ABN 56 721 584 203

a body politic and corporate established pursuant to the *Deakin University Act 2009 (Vic)* of 1 Gheringhap Street, Geelong, Victoria, 3220
(Deakin)

Western District Health Service

ABN 47 616 976 917

Of 20 Foster St Hamilton VIC 3300
(WDHS)

Centurion University,

of Office of the President, HIG 5, BDA Duplex, Phase I, Pokhariput, Bhubaneswar 751020, Odisha

(the Licensee)

Background

- A. Deakin and WDHS have formed the National Centre for Farmer Health (NCFH) to provide national leadership to improve the health, wellbeing and safety of farm men and women, farm workers, their families and communities across Australia and the world.
- B. WDHS is the owner of the Survey.
- C. WDHS has made the Survey available to further the work of the NCFH.
- D. WDHS wish to licence the Survey to Deakin and the Licensee on the terms and conditions set out in this Agreement.
- E. This agreement sets out the terms and conditions upon which the WDHS will licence the Survey to Deakin and the Licensee and how the Project Intellectual Property will be utilised.

Agreement

1. Definitions and Interpretation

Definitions

1.1 In this Agreement:

Background Intellectual Property means all Intellectual Property owned by or licensed to a party and made available to the Project for the purpose of carrying out the Project which:

- (a) has been developed prior to the date of this Agreement; or
- (b) is acquired or created by a party independently of the Project after the date of this Agreement,

including any Background Intellectual Property identified in the **Schedule**.

Business Day means any weekday that is not gazetted as a public holiday in Geelong, Victoria;

Confidential Information means information (whenever it was obtained) in relation to the business, operations, strategies or property of a Party that is:

- (c) confidential in fact;
- (d) reasonably regarded by a Party as confidential;
- (e) specified as being confidential in a written notice from one Party to the other Party,

but which is not:

- (f) in the public domain, unless it came into the public domain by a breach of confidentiality;
- (g) already known by either Party at the Start Date; or
- (h) obtained lawfully from a third party without any breach of confidentiality; and

Insolvency Event means in relation to a Party, means something that reasonably indicates that there is a significant risk that the Party is or will become unable to pay debts as they fall due.

Intellectual Property means all rights conferred by statute, common law or in equity to ownership of copyright (including future copyright), trademarks, designs, patents, business names, domain names, semiconductor or circuit layout rights, plant breeders rights, rights in respect of trade secrets and other confidential information, and all other rights generally falling within the scope of this term, whether registered or unregistered and whether registrable or not.

Notice includes any document or correspondence required, permitted or referred to in this Agreement.

Party means a party to this Agreement.

Project means the Health and Lifestyle Survey and clinical assessments undertaken at events with farm men and women, agricultural workers and rural populations from February 2017 - June 2018 undertaken by Care India and Centurion University.

Project Intellectual Property means Intellectual Property created in the translated Survey any data and results created throughout the course of the Project including raw Survey Data and any translation of such raw data.

Survey means the Health and Lifestyle Survey for India and Health and Lifestyle clinical assessment attached to this agreement as **Annexure A** and the associated code books and Excel Database.

Interpretation

1.2 In this Agreement, unless the context requires otherwise, a reference to:

- (a) a clause or schedule, is a reference to a clause of or schedule to this Agreement;
- (b) 'this Agreement' includes any schedules and attachments to this Agreement;
- (c) a document or agreement, including this Agreement, includes a reference to that document or agreement as novated, altered or replaced from time to time;
- (d) a person, includes a partnership, joint venture, unincorporated association, corporation and a government or statutory body or authority;
- (e) 'dollars' or '\$' is a reference to Australian dollars;
- (f) a business day means a day other than a Saturday or Sunday on which banks are open for business in Melbourne, Victoria and if the day on which a thing is to be done under this Agreement is not a business day, it must be done on the next business day;

- (g) any law or legislation includes any statutory modification or amendment of that law or legislation and any subordinate legislation or regulations made under that law or legislation;
 - (h) writing includes typewriting, printing, photocopying and any other method of representing words, figures or symbols in a permanent visible form;
 - (i) the word 'include' or 'including' is to be interpreted without limitation;
 - (j) the singular includes the plural and the plural includes the singular; and
 - (k) a gender includes all genders.
- 1.3 If a word or phrase is given a defined meaning, other grammatical forms of that word or phrase have a corresponding meaning.
- 1.4 Headings are for reference only and do not affect the meaning of this Agreement.
- 1.5 This Agreement may not be interpreted adversely to a party only because that party was responsible for preparing it.

2. Term

This Agreement commences on the date specified in **Item 1** of the **Schedule (Start Date)** and ends on the date specified in **Item 2** of the **Schedule (End Date)**.

3. Relationship

This Agreement does not create a partnership, employment relationship, agency relationship, fiduciary relationship or any other relationship, except the relationship of contracting parties.

4. Grant of Licence

Ownership

- 4.1 WDHS is the legal owner of the Survey including all images contained within.
- 4.2 Nothing in this Agreement is intended or shall be deemed to give Licensee any intellectual property rights in the Survey, including any trademarks, trade names, or copyrights, including but not limited to all graphics and designs, owned by Deakin.

Grant

- 4.3 WDHS grants to Deakin a non-exclusive, non-transferable, irrevocable, royalty-free license to use the Survey for the purpose of furthering the work of the NCFH.
- 4.4 Subject to the terms and conditions of this Agreement, WDHS grants Licensee a non-exclusive, non-transferable royalty-free license to use the Survey for the purpose of Project.
- 4.5 The Licensee shall not be entitled to sell or obtain profit from the licence of the Survey.
- 4.6 WDHS agrees to provide the Survey to the Licensee for the term of this Agreement at no charge.
- 4.7 The Licensee warrants that it will make the Survey available only to participants for the purposes of the Project and shall not distribute it to other parties.

Format and Translation

- 4.8 WDHS will provide the Survey in the format specified in Item 3 of Schedule 1 and the Licensee shall be entitled to translate the Survey in to local languages. When translating the Survey, the Licensee will do all things necessary and required to preserve the linguistic integrity of the Survey and will provide to Deakin and WDHS in electronic format any translated versions of the Survey. Any Intellectual Property that is created in the translated Surveys will vest in WDHS on creation.

Equipment and Material

- 4.9 The Licensee must provide, at its cost, all equipment and materials that are necessary for it to provide the Survey to participants for the purposes of the Project and enter the Survey results in the Excel spread sheet provided with the Survey.

Non-Modification

- 4.10 The Licensee agrees that it will not modify the Survey in any manner whatsoever, including manipulating, cropping or otherwise transforming the Survey except as provided for in this Agreement.

5. Intellectual Property

Background Intellectual Property

- 5.1 Each party retains ownership of its Background Intellectual Property and grants to each other party a non-exclusive, non-transferable, royalty-free licence to use its Background Intellectual Property to the extent necessary to carry out the Project in accordance with this Agreement.
- 5.2 No representations or warranties are made or given in relation to Background Intellectual Property, however, each party making available Background Intellectual Property acknowledges that to the best of its knowledge, such Background Intellectual Property when used in accordance with this Agreement will not infringe any third party Intellectual Property rights.

Project Intellectual Property

- 5.3 The parties agree that Deakin and WDHS will jointly own the Project Intellectual Property as tenants in common in equal shares.
- 5.4 Deakin and WDHS grant:
- (a) to the Licensee a non-exclusive, non-transferable, royalty-free licence to use the Project Intellectual Property for research, education and training and publication purposes but not for commercial use; and
 - (b) to each Licensee a non-exclusive, non-transferable, irrevocable, royalty-free licence to use the Project Intellectual Property for internal research and development but not for commercial use.
- 5.5 For the purposes of **clause 5.4** where the Project Intellectual Property comprises work in which copyright subsists, the term "use" means the right to reproduce, publish and communicate the original work together with a notification of copyright ownership and adherence to the moral rights of individuals, but not the right to adapt or modify the work.

6. Publication

- 6.1 The parties acknowledge and agree that a party is entitled to publish material arising from the conduct of the Project (**Publication**), subject to the procedures set out in this clause. Publications include speeches, seminars, articles and other oral or written presentations.

- 6.2 Authorship of all Publications must be attributed in accordance with section 5, Part A of the *Australian Code for the Responsible Conduct of Research*.
- 6.3 If the Licensee wishes to publish any part of the Project Intellectual Property (**the Publisher**) must obtain the consent of each other party prior to publication.
- 6.4 The Publisher must submit for review by Deakin and WDHS (**the Reviewers**) a copy of the proposed Publication at least thirty days prior to submission for publication. A Reviewer may object to publication only if the proposed Publication discloses its Confidential Information or prejudices the parties' ability to obtain registered Intellectual Property protection for, or to pursue Commercialisation of, the Project Intellectual Property.
- 6.5 If no Reviewer objects to the Publication in writing within twenty days of receipt of a request for consent, consent to the Publication will be deemed to have been given. If a Reviewer objects to the Publication in writing within twenty days of receipt of a request for consent, the Reviewer and the Publisher must negotiate with a view to preparing an acceptable version of the proposed Publication for release within the original thirty day period.

7. **No Warranty for Survey**

- 7.1 WDHS provides no warranty to the Licensee that the Survey will be suitable for any purpose whatsoever.
- 7.2 The Licensee will undertake its own assessment as to the suitability of the Survey prior to it being used.

8. **Indemnity**

- 8.1 Each party (the **Indemnifier**) indemnifies the other party, its officers, employees and agents (the **Indemnified**) from and against any cost, damage, loss, liability or expense (including legal and other professional costs on a full indemnity basis) incurred as a result of the negligent act or omission of the Indemnifier or the Indemnifier's officers, employees or agents, or a breach of this Agreement by the Indemnifier, except to the extent that the liability is caused by the negligence or wrongful act or omission of the Indemnified. Licensee's risk
- 8.2 The indemnity contained in this **clause 8** is continuous and will survive the expiry or termination of this Agreement.

9. **Insurance**

- 9.1 The Licensee must effect and maintain for the duration of this Agreement the following insurance policies:
- (a) general public and products liability insurance; and
 - (b) professional indemnity insurance.
- 9.2 The insurance policies effected and maintained under this **clause 9** must be on the terms and conditions ordinarily found in such policies.
- 9.3 If an insurance policy effected and maintained under this **clause 9** is a claims made policy, the Licensee must maintain a current policy for at least 10 years after the End Date.

If Deakin or WDHS makes a written request, the Licensee must within 5 Business Days give proof that its insurance policies and the insurance policies for any subcontractor are current.

10. Confidentiality and Privacy

- 10.1 A Party must not, without the prior written approval of the other Party, disclose the other Party's Confidential Information.
- 10.2 A Party will not be in breach of this **clause 10** in circumstances where it is legally compelled to disclose the other party's Confidential Information.
- 10.3 Each Party will take all reasonable steps to ensure that its employees and agents, and any sub-contractors engaged for the purposes of this Agreement, do not make public or disclose the other Party's Confidential Information.
- 10.4 Notwithstanding any other provision of this **clause 10**, a Party may disclose the terms of this Agreement (other than confidential information of a technical nature), to its related companies, solicitors, auditors, insurers and accountants and the Australian Stock Exchange.
- 10.5 This **clause 10** will survive the termination or expiry of this Agreement.

11. Breach and Termination

- 11.1 This Agreement may be terminated by mutual consent in writing or in accordance with this **clause 11**.
- 11.2 Either Party, the terminating party (**Terminating Party**), may terminate this Agreement immediately by notice to the other party (**Other Party**) if:
- 11.3 the Other Party materially breaches this Agreement and that breach is not remedied within 14 days of receipt of written notice of details of the breach by the Other Party from the Terminating Party;
- (a) the Other Party becomes subject to, or affected by, an Insolvency Event;
 - (b) the Other Party stops or reasonably appears likely to stop carrying on its business;
 - (c) the Terminating Party reasonably takes the view that the continuation of the Agreement is likely to breach any law or any order made by a court of law;
 - (d) the Terminating Party is required to do so by a court of law or by any law;
- 11.4 Any termination under this clause 8 will not prejudice the rights of either party in respect of any previous breach of this Agreement.

12. Notices

- 12.1 A notice, demand or consent (**Notice**) given to a party under this Agreement is only effective if it is in writing and sent in one of the following ways:
- (a) delivered or sent by prepaid post to that party at its address and marked to the attention of the officer set out in **Item 4 of Schedule 1**;
 - (b) faxed to that party at its fax number and marked to the attention of the officer set out in **Item 4 of Schedule 1**; or
 - (c) except for Notices sent under **clause 9**, by electronic message to the email address set out in **Item 4 of Schedule 1**.
- 12.2 Subject to 12.3 a Notice given for any purpose under this Agreement is taken to be received:
- (a) if hand delivered, on delivery;

- (b) if sent by prepaid post, seven (or in the case of a Notice sent to another country, ten) business days after the date of posting;
- (c) if sent by facsimile, when the sender's facsimile system generates a message confirming successful transmission of the total number of pages of the Notice;
- (d) if sent by electronic message, the earlier of receipt by the sender of an automated message confirming delivery, or eight hours after the message has been sent, unless the sender has received an automated message that the electronic message was not delivered or the sender knows or should reasonably know that there is a network failure which may have resulted in non-delivery.

12.3 If any Notice is given on a day that is not a business day or after 5.00pm on a business day in the place of business of the receiving party, it is to be treated as having been given at the beginning of the next business day.

12.4 If a party gives the other party three business days' notice of a change of its address or fax number or email address, a Notice is only effective if it is given to that party at the latest address, fax number or email address.

13. Miscellaneous

Accrued Rights

13.1 The ending of this Agreement does not affect any accrued rights.

Variation

13.2 This Agreement may only be varied by agreement in writing of both Parties or otherwise as expressly provided in this Agreement.

Assignment and sub-contracting

13.3 The Licensee must not assign its rights and obligations under this Agreement without the prior approval in writing of Deakin and WDHS.

Waiver

13.4 A waiver by a Party is only effective if it is in writing. A written waiver by a Party is only effective in relation to the particular obligation or breach in respect of which it is given.

Severability

13.5 If a clause or part of a clause of this Agreement can be read in a way that makes it illegal, unenforceable or invalid, but can also be read in a way that makes it legal, enforceable and valid, it must be read in the latter way.

13.6 If any clause or part of a clause of this Agreement is illegal, unenforceable or invalid, that clause or part is to be treated as removed from this Agreement, but the rest of this Agreement is not affected.

Entire Agreement

13.7 This Agreement contains the entire agreement of the Parties in relation to the Survey licence.

13.8 The terms of this Agreement override any inconsistent conditions in any agreement or other communication or any earlier conduct of dealing.

Governing law

- 13.9 This Agreement is governed by the law of Victoria. The Parties submit to the non-exclusive jurisdiction of the courts of Victoria.

Execution and Date

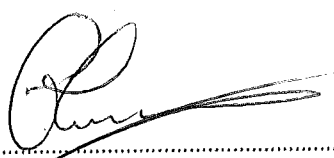
Executed as an agreement.

Date:

Signed for and on behalf of **Deakin University** by its duly authorised officer in the presence of:


Signature of witness

DAVID JOLLARD
Name of witness (please print)

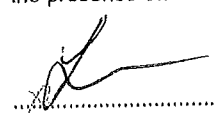

Signature of authorised officer

Dr Greg Pullen
Senior Manager
Commercialisation & Translation

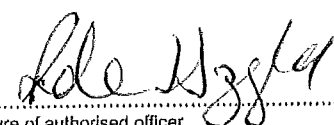
Deakin Research Commercial
Office held

Date: **23 MARCH 2017**

Signed for and on behalf of **Western District Health Service** by its duly authorised officer in the presence of:


Signature of witness

Jess Mayne
Name of witness (please print)

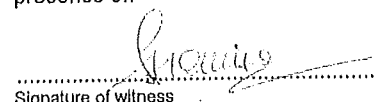

Signature of authorised officer

Rohan Fitzgerald
Name of authorised officer (please print)

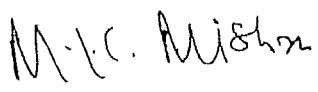
Chief Executive
Office held

Date: **2 March 2017**

Signed for and on behalf of **Centurion University** by its duly authorised officer in the presence of:


Signature of witness

SWAPNA HARRISON
Name of witness (please print)


Signature of authorised officer

MUKTI KANTA MISHRA
Name of authorised officer (please print)

PRESIDENT
Office held

Date: **14 FEBRUARY 2017**

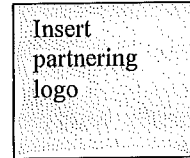
Schedule 1

Reference Schedule

Item 1 – Start Date	
	20 February 2017
Item 2 – End Date	
	30 June 2018.
Item 3 – Format	
	Electronic Microsoft Word and Microsoft Excel
Item 4 – Notices	
Deakin	Director Deakin Research Commercial Deakin University 75 Pigdons Road, Waurn Ponds, Victoria 3216 Deakin-research-commercial@deakin.edu.au
WDHS	A/Prof Susan Brumby Director National Centre for Farmer Health Western District Health Service PO Box 283 Hamilton, Victoria 3300 Australia susan.brumby@deakin.edu.au
Centurion University	Prof Mukti Mishra, PhD Centurion University, Office of the President, HIG 5, BDA Duplex, Phase I, Pokhariput, Bhubaneswar 751020, Odisha Dr. Mukti Mishra <mukti.mishra@cutm.ac.in>

Annexure A

Health and Lifestyle survey for India v1 and Health and Lifestyle clinical assessment



Lifestyle Survey for India

Name: _____

Please provide the following information:

1. About you

- 1.1. Date of birth: / /
 1.2. Gender: Male Female
 1.3. Height (m): _____
 1.4. Weight (kg): _____
 1.5. Occupation:
 Farmer
 Agricultural Worker
 Other

For questions 2.1 to 6.4, please tick (✓) the most appropriate response (only one response):

2. Overall Health

- 2.1. In general, how would you say your health is?
 Excellent
 Very Good
 Good
 Fair
 Poor
- 2.2. How much bodily pain have you had during the past 4 weeks?
 None
 Very Mild
 Moderate
 Severe
 Very Severe
- 2.3. How much did your health interfere with your normal activities (outside and/or inside the home) during the past 4 weeks?
 Not at all
 Slightly
 Moderately
 Quite a bit

3. Alcohol

- 3.1. Do you drink alcohol?
 Yes No
- 3.2. If yes, what alcohol do you drink?

- 3.3. How often do you have a drink containing alcohol?
 Never
 Monthly
 Once a week
 2 to 4 times per week
 5+ per week

4. Hearing

- 4.1. How is your hearing?
 Good hearing both ears
 Difficulty hearing with one ear
 A little trouble hearing both ears
 A lot of trouble hearing both ears
 Deaf in both ears
- 4.2. Do you wear a hearing aid?
 Yes No

5. Eyesight

- 5.1. Do you have difficulty doing work with your hands (for example sowing or threading a needle) due to your eyesight?
 Not at all
 Slightly
 Moderately
 Quite a bit
- 5.2. Do you have any difficulty recognizing faces of people across the street?
 Not at all
 Slightly
 Moderately
 Quite a bit

6. General

- 6.1. Have you ever been found to have high blood glucose (sugar) (for example in a health examination, during an illness, during pregnancy)?
 Yes No
- 6.2. Are you currently taking medication for high blood pressure?
 Yes No
- 6.3. Do you currently use any tobacco products on a daily basis?
 No
 Smoking
 Chewing tobacco / smokeless tobacco
 Both smoking and smokeless tobacco
- 6.4. How often do you eat vegetables or fruit?
 Everyday Not everyday

For questions 7.1 to 8.4, please tick (✓) all the appropriate responses (may be more than one):

7. Farm Safety

- 7.1. Do you use chemicals (pesticides, herbicides, strong detergents) on your farm or in your work?
 Yes Occasionally
 No Not applicable

Annexure A

- 7.2. If yes or occasionally, what protective gear is used when applicable:
- Overalls
 - Masks/Respirators
 - Goggles/Safety glasses
 - Gloves
 - Face protection
 - Other _____
 - No Protective gear

- 7.3. Do you wear a motorbike helmet when on a motorbike/or 4 wheel motor bike?
- Yes all the time
 - Usually
 - Never
 - Don't ride or passenger

7.4. Do you wear a seatbelt, whilst driving on the road?

Front Seat

- Always
- Some of the time
- Hardly ever
- No

Back Seat

- Always
- Some of the time
- Hardly ever
- No

8. Cancer

- 8.1. Have you been diagnosed with cancer?
- Yes
 - No

- 8.2. Do you use any sun protection? (*this includes sunscreen*)
- Yes – all the time
 - Usually
 - Occasionally
 - Never

- 8.3. What do you use?
- Long sleeved shirt
 - Broad brim hat
 - Peak hat
 - Sun cream
 - Sunglasses
 - Long Pants
 - Other
- SPF rating _____

For questions 9.1 to 9.4, please tick (✓) the most appropriate response (only one response):

9. Diabetes risk – Indian Diabetes Risk Score

- 9.1. Age
- <35 years
 - 35-49 years
 - ≥ 50 years
- 9.2. Waist Circumference
- Waist <80cm (female), <90cm (male)
 - Waist >80-89cm (female), >90-99cm (male)
 - Waist >90cm (female), >100cm (male)
- 9.3. Physical Activity
- Regular vigorous or strenuous (manual) activities at home / work
 - Regular moderate exercise or moderate physical activity at home / work
 - Regular mild exercise or mild physical activity at home / home
 - No exercise and/or sedentary activities at home / work
- 9.4. Family history of diabetes
- No diabetes in parents
 - One parent is diabetic
 - Both parents are diabetic

Annexure A

For questions 10.1 to 10.10, please tick (✓) the most appropriate response (only one response)

10. Wellbeing

In the past 4 weeks:	None of the time	A little of the time	Some of the time	Most of the time	All of the time
10.1. About how often did you feel tired out for no good reason?	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
10.2. About how often did you feel nervous?	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
10.3. About how often did you feel so nervous that nothing could calm you down?	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
10.4. About how often did you feel hopeless?	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
10.5. About how often did you feel restless or fidgety?	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
10.6. About how often did you feel so restless you could not sit still?	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
10.7. About how often did you feel depressed?	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
10.8. About how often did you feel that everything is an effort?	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
10.9. About how often did you feel so sad that nothing could cheer you up?	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
10.10. About how often did you feel worthless?	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>

Thank you for completing this survey

Health and wellbeing assessment

Did you fast from 10:00pm last night (i.e. just water)? YES NO

Name of health professional:	
Signature of health professional:	

Participant details

Name of participant:			
Occupation:		Postcode:	
Date of birth:		Sex:	

Health assessment

Health Indicator	Recommended Values	Results	Recommend (circle recommendation)	
Weight	N/A		N/A	
Height	N/A		N/A	
Body Mass Index	M 20-25 F 20-25		<ul style="list-style-type: none"> Monitor your diet Increase your exercise 	
Eye Sight: glasses or contacts <input type="checkbox"/> Yes <input type="checkbox"/> No	6/6 - Standard 6/5 - Excellent 6/9 - Borderline 6/12 ⁺ - Poor	Testing with glasses? Yes <input type="checkbox"/> No <input type="checkbox"/>		<ul style="list-style-type: none"> Further testing with optometrist
		L Eye 6/	R Eye 6/	
What type of glasses? <input type="checkbox"/> Reading <input type="checkbox"/> Distance <input type="checkbox"/> Bi-focal				
Wellbeing K10	Above 20 Refer GP		<ul style="list-style-type: none"> Seek support Relaxation methods 	
AUSDRISK	5 or less: Low 6-11: Intermediate 12+: High		<ul style="list-style-type: none"> Discuss score and risk with your GP 	

Are you currently taking any medication? YES NO

Please note if this medication impacts: BGL BCL BP MH Other

Name of GP (only if required): _____

Suburb: _____

Health assessment continued

Health Indicator		Recommended Values	Result	See your GP	Recommend (circle recommendation)
Blood Pressure		< 140/90 ≥ 140/90 Refer GP	1st		<ul style="list-style-type: none"> Reduce salt in your diet Increase your exercise
			2nd		
Blood Glucose	<u>Non-Fasting</u>	<u>Fasting</u>			<ul style="list-style-type: none"> Monitor your diet Increase your exercise
	< 6.5mmols ≥ 6.5mmols	< 5.5mmols ≥ 5.5mmols Refer GP			
Blood Cholesterol Level	Total Cholesterol (TC)	< 5.5mmols ≥ 5.5mmols Refer GP			<ul style="list-style-type: none"> Monitor your diet, reduce saturated and trans fats Increase your exercise
	High density lipids (HDL)	> 1			
	Triglycerides	< 1.7			
	Low density lipids (LDL)	< 2.6			
	Ratio TC/HDL	< 5			
Bowel Cancer Risk	Are you 50 years or over?		Yes		<ul style="list-style-type: none"> Screen with a bowel test kit (iFOBT) every 2 years
			No		
	Do you have any of the following risks? (please tick)	<ul style="list-style-type: none"> Family history of bowel cancer Individual history of cancer (bowel or other) or precancerous bowel polyp/s Have had a positive bowel screening test result Have had an irregular change in bowel habits or blood in the bowel movements 	Yes	No	<ul style="list-style-type: none"> See your GP to discuss your individual risk Monitor your diet and ensure to accumulate moderate intensity exercise for 150-300 minutes per week, if no other health conditions.
Notes:					
Name:		Signature:		Date:	

National Centre for Farmer Health

The National Centre for Farmer Health (NCFH) makes a difference to farmers' lives through addressing the health, wellbeing and safety of Australian farming men, women, agricultural workers and their families. The NCFH brings together university research, service delivery, government and education by focusing on these four key areas:

1. Sustainable Business Development — *We will maximise our endeavours to provide value through specific programs:*

- **AgriSafe™**—an occupational health and safety program specifically aimed at farming populations that includes physical health, wellbeing and farm safety aspects.
- **Sustainable Farm Families™**—an award winning and evidence based program structured on knowledge and skill building to promote long term lifestyle and work safety changes in farming families.
- **Health and Lifestyle Assessments**— physical, social and emotional wellbeing assessments completed in the field to empower and educate farmers on the most important aspect of a healthy Australian farm — *a healthy farming family.*

2. Professional Training and Education — *We will teach and learn from the rural community* including health professionals working in farming communities via Australia's only Graduate Certificate of Agricultural Health and Medicine in partnership with Deakin University.

3. Applied Research and Development — *We will conduct research that makes a difference to farmers lives* and improves the evidence base for effective interventions.

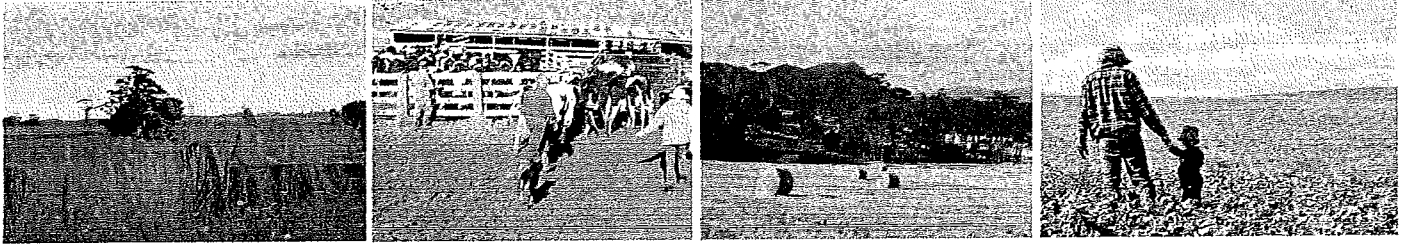
4. Reputation and Reach — *We will be recognised for excellence, nationally and internationally,* through providing a web-based information and advisory service specific to farmer health, including an online safety shop.

T +61 (3) 5551 8533 E ncfh@wdhs.net
W www.farmerhealth.org.au
Twitter @farmerhealth
Facebook bit.ly/farmerhealthFB

Insert
partnering
logo

Partner information

Insert relevant photos to the HLA



Your personal health & wellbeing passport

www.farmerhealth.org.au

Annexure A



NATIONAL CENTRE FOR
**FARMER
HEALTH**

in partnership with



wdhs
Western District
Health Service



DEAKIN
UNIVERSITY AUSTRALIA

Insert partnering
logo

HLA location
Day / date