



सत्यमेव जयते

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Unique Doc. Reference	: SUBIN-KAKAKSFCL0891461403707166K
Purchased by	: REGISTRAR UAS GKVK BENGALURU
Description of Document	: Article 12 Bond
Description	: M O U
Consideration Price (Rs.)	: 0 (Zero)
First Party	: REGISTRAR UAS GKVK BENGALURU
Second Party	: HEALTH CARE GLOBAL ENTERPRISES LTD
Stamp Duty Paid By	: REGISTRAR UAS GKVK BENGALURU
Stamp Duty Amount(Rs.)	: 100 (One Hundred only)



[Signature]
MAYYOGI VEMANA SOUHARDA PATTINA
SAHAKARI NIYAMITHA, YELAHANKA

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MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding ("Agreement") is made on the 29th day of August, 2012 ("Effective Date") at Bangalore

BY AND BETWEEN

University of Agriculture Sciences, Bangalore having its headquarters at GKVK Campus, Bangalore-560 065 (herein after referred to as ("UASB")), which expression shall mean and

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Statutory Alert:

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include where the context so requires or admits its legal heirs, administrator, representatives and executors, on the First Part;

AND

HealthCare Global Enterprises Ltd. a Company registered under the Companies Act, 1956 and having its registered office at HCG Towers, # 8, P.Kalingarao Road, Sampangiram Nagara, Bangalore-560 027 (herein after referred to as ("**HCG**")), which expression shall mean and include where the context so requires or admits its legal heirs, administrator, representatives and executors, on the Other Part;

The UASB and HCG shall herein after be collectively referred to as "Parties" / "Institutions" and individually as "Party" / "Institution".

WHEREAS:

- A. **UASB** is an autonomous educational, research and development institution established in 1964 under the provisions of UAS Act 22 of 1963 with the head quarters at GKVK with six constituent Colleges and twenty Research stations, eleven Krishi Vigyan Kendras, three Extension Education Units, one each of Staff training unit, Farmers Training unit and Bakery training Unit. University has the responsibility to undertake research and development in agriculture and allied sciences.
- B. **HCG** is South Asia's Largest Cancer Care Network and leading provider of oncology care and research services in India, owning and managing state-of-the-art comprehensive cancer hospitals across the Country and HCG through one of its unit "Triesta Sciences" is engaged in the business of Research and Development Facilities (R & D), Pathology testing laboratory, diagnostic test and facilities in the field of Laboratory Medicine and Clinical Reference Lab at HCG Towers, # 8, P. Kalinga Rao Road, Sampangi Ram Nagar, Bangalore - 560027, in its proprietary trade mark, name & style "Triesta Reference Laboratories" established in 2005 with intention of providing formidable support in catering to the diagnostic and prognostic needs of the tertiary care super specialty hospital. In addition to diagnostic services, Triesta also conducts research on identification of novel biomarkers for better diagnosis and treatment of cancer, personal cancer medication, complementary and alternative medicine for cancer care. It is a DSIR and NABL accredited lab and DBT recognized center for advanced industrial training of students in research. HCG offers DNB (diploma of national board), Fellowships

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programs related to cancer and advanced health care system. In addition, HCG is also under the process of getting recognized for PhD programs from Rajiv Gandhi University of Health Sciences, Bangalore. As a part of academic training, post graduate diploma in Clinical Research is also under the phase of initiation.

- C. Institutions are intending to facilitate collaborative program of research, training, curriculum, institutional development, information dissemination, and exchange of faculty, students and staff to meet institution's objectives as well as strengthen the mutual relationship between the Parties recognizing the mutual interest in the fields of Research, Development of Education & Training, Transfer of technology and Dissemination of knowledge on long-term non-commercial basis, and also recognizing the importance of the role of institutes of higher education in promoting collaboration and increased contribution to total scientific knowledge base and development of health.


NOW THESE PRESENTS WITNESSETH and it is agreed by and between the parties hereto as follows:

SCOPE OF THE AGREEMENT

1. To evaluate and understand the medicinal value of dietary foods, medicinal and aromatic plants with specific emphasis on cancer.
2. To create joint collaborative research infrastructure for understanding the anticancer properties of active components in food and medicinal plants.
3. To promote evidence based complementary and alternative medicine practices.

FIELDS OF CO-OPERATION

4. To understand the cancer prevention mechanism of dietary foods, medicinal and aromatic plants.
5. Explore the novel cancer cells/ tumor inhibition mechanisms of the active principles in these crops.
6. Evaluation of the active principles in medicinal and aromatic plants through clinical studies.
7. Studies on targeted natural compounds for therapeutic effects in cancer cure independently and in combination with chemotherapeutic agents.


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8. To evaluate the medicinal properties of food in combating non communicable and chronic lifestyle related diseases including cancer. To provide evidence based alternative and complementary treatments for management of cancer (this includes herbaceuticals, nutraceuticals, yoga, ayurveda etc.,)
9. To evaluate the role of diet and lifestyle in cancer prevention.

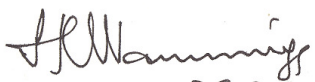
MODALITIES OF COLLABORATION

UASB shall provide following:

10. Scientifically cultivated medicinal and aromatic plants.
11. Extraction facility for bioactive compounds from medicinal and aromatic plants.
12. Analytical facility for quantification and purification of active principles (Using HPLC, GC or suitable technique, if available) and drug metabolites.
13. Molecular biology techniques required for the collaborative research proposals by HCG and UAS, Bangalore.
14. Cell/ animal studies facility to perform pre-clinical investigations, if available.
15. Formulate the guidelines for certification and authentication of organic dietary components (this includes Fruits and Vegetables).

HCG shall provide following expertise:

16. To formulate proposals to understand the role of extracts/ active compounds from dietary and other selected crops on proliferation pattern of cancer and normal cells.
17. To explore the possible molecular mechanism by enzymatic, genomic, proteomic and other novel molecular approaches.
18. To provide guidelines for enrichment of most beneficial constituents in selected crops using patient's tumor samples and cell lines.
19. On evaluation of medicinal uses of plants and dietary components. On development of targeted drug delivery system for active molecules/fractions and evaluate the pharmacokinetics of most active components.
20. To pilot test the safety and efficacy of active components or plant extracts through human clinical trials.


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21. On evaluation of benefits of cancer prevention by organically and conventionally cultivated crops.

EXCHANGE OF FACULTY AND STUDENTS

22. HCG and UASB will encourage collaboration in research areas of mutual interest. HCG will welcome UASB scientists to visit HCG to engage in scientific research in Nutraceutical and herbaceutical medicine, and CAM. Reciprocally, UASB will welcome scientists and physicians from HCG to visit UASB in order to engage in scientific research pertaining to phytomedicine and CAM.
23. Both institutions agree to seek financial support for co-operative projects from appropriate funding agencies as joint or independent proposals. However either of the institution makes no commitment to provide financial assistance to research activities. This can be done in case both the institutions agree to fund certain research projects of academic interest.
24. Proposals concerning topics, persons and periods of visits will be sent within a reasonable time in advance of the proposed visit.
25. The costs incurred for training of faculty, undergraduate and post graduate students will be borne by the institution representing them or shall be funded from collaborative research grants.

EXPECTED OUTCOME

26. Collaborative grant submission to funding agencies in India and abroad.
27. Collaborative research outcomes-Patents Research papers, presentations and book chapters with due credit and acknowledgement between the two institutions.
28. Patents depending on the outcome of the research.
29. Multi disciplinary exposure to students in the area of nutrition and health.
30. Exchange of research facilities for the benefit of students / faculty.

RESPONSIBILITIES OF UASB / HEALTHCARE GLOBAL ENTERPRISES LTD.,

31. Both the institutions will identify a Nodal Officer and a supporting team of Scientists for conducting the programmes
32. Both institutions will provide the critical input in form of the Technical know-how of technologies to be transferred to each other.

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33. Both institutions will organize the training programme on need based activities taken up in the program area and provide subject matter specialists for the field days organized.

FORCE MAJEURE

34. Neither party shall be held responsible for non-fulfillment of their respective obligations under this agreement due to the exigency of one or more of the force majeure events such as but not limited to Acts of God, war, flood, earthquakes, strike, lockouts, epidemics, riots, civil commotion, etc. provided on the occurrence and cessation of any such events, the party affected thereby shall give a notice in writing to the other party within one month of such occurrence or cessation. If the force-majeure conditions continue beyond six months, the parties shall then mutually decide about the future course of action.

EFFECTIVE DATE, DURATION, TERMINATION OF THE AGREEMENT

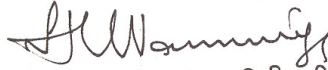
35. The agreement shall be effective for a period of five years from the Effective Date and shall expire on completion of five years, if further not renewed.
36. During the tenure of the agreement, parties hereto can terminate the agreement either for breach of any of the terms and conditions of this agreement or otherwise by giving a one-month notice in writing to the defaulting party. Failure of either party to terminate the agreement on account of breach or default by the other shall not constitute a waiver of that party's right to terminate this agreement.
37. In the event of termination of the agreement. The rights and obligations of the parties shall be settled by mutual discussion.

AMENDMENTS OF THE AGREEMENT

38. No amendments or modification of this agreement shall be valid unless the same if made in writing by both the parties and their authorized representatives and specifically stating the same to be an amendment of this agreement. The modifications / changes shall be effective from the date on which they are made /executed, unless otherwise agreed to.

CONFIDENTIALITY

39. Institutions shall maintain confidential information provided by either Party to the other in oral, written or electronic form confidential during the course of this Agreement or upon


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termination or cessation of this Agreement and neither Party shall use any trade secrets, confidential information or Intellectual Property of the other Party other than in the manner mutually agreed in writing and no Party shall share or disclose the same to any other third party save as required under applicable law.

ASSIGNMENT OF THE AGREEMENT

40. The right and / or liabilities arising to any party to this agreement shall not be assigned except with the written consent of the other party and subject to such terms and conditions as may be mutually agreed upon.

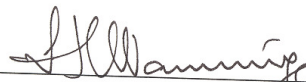
ARBITRATION

41. In the event of any dispute or difference between the parties arising out of or in connection with this agreement such dispute or differences shall be referred to the sole arbitration of a person mutually nominated by Parties. The award of the Arbitrator shall be final and binding on both the parties. Arbitration proceedings shall be governed under Arbitration conciliation, Act, 1996 and the venue of such Arbitration proceedings shall be at Bangalore whichever is applicable.

SEAL OF THE PARTIES

In witness whereof the parties hereto have signed this agreement on the day, month and year mentioned herein before.

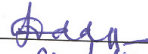
University of Agricultural Sciences(B)
GKVK, Bangalore



Dr. H.V. Nanjappa,
Registrar,

University of Agricultural Sciences(B)
GKVK, Bangalore

Date : 29.08.2012 REGISTRAR
University of Agricultural Sciences
GKVK, Bangalore-560 085

Witness

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Comptroller, CAS, Blore

2. 
Dean(Agr), CA, GKVK

HealthCare Global Enterprises Ltd
Bangalore

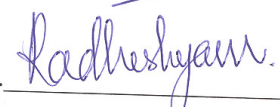

Dr. Ramesh S. Bilimappa
Medical Director

HealthCare Global Enterprises Ltd
Bangalore

Date : 29.08.2012

Witness

1. 

2. 
Radheshyam