

FRAMEWORK AGREEMENT FOR COLLABORATION ON ACDEMIC, RESEARCH AND EXTENSION ACTIVITIES BETWEEN YENEPLOYA (DEEMED TO BE UNIVERSITY) AND THE HUMAN ACHIEVER HEALTH CARE RESEARCH PVT.LTD.

5.2.2018

This Agreement dated 03/01/2018 is made **BY AND BETWEEN:**

The party of the first part,

Dr. Shreekumar Menon, Registrar of Yenepoya University, Deralakatte, Mangalore, Karnataka, India, acting on behalf of Yenepoya University, Mangalore.

And the party of the second part,

Dr. Asode Ananthram Shetty and Senorita Issac. Directors of Human Achiever Health Care Research Pvt. Ltd.

The Parties mutually acknowledge the necessary capacity to subscribe to this Framework Agreement, and to this effect:

DECLARE

FIRST.-

That **Yenepoya (Deemed to be University)** is a Private Deemed-to-be University under section 3A of the UGC Act 1956 (2008). The University was accredited with NAAC "A" grade with CGPA points 3.14 in the year 2015. University offers 105 different programmes in Health and Allied Sciences, The University currently has on its rolls nearly 3500 students. The University has Introduced 70 new programmes during last 5 years. The University has introduced PhD programme in 39 Departments and Research Centres as per the UGC regulations. Research fellowship schemes and short research studies have been included in the curriculum to bring about research orientation and practice of evidence based medicine. 19 Application Oriented Courses and Value Added programmes enable students to acquire soft skills and provide greater employment opportunities.

SECOND Human Achiever Health Care and Research center Pvt. Ltd. (Details enclosed as SCHEDULE-1).

THIRD.- That both parties according to their nature and purposes share interests in the development of academics, research and extension activities in order to foster the creation, the comprehension and transfer of

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knowledge. Therefore, both parties are interested in signing an agreement regulating this collaboration and developing the described objectives. From now on this agreement will be called Framework Agreement, subject to the following

CLAUSES

FIRST.- OBJECTIVE

This Framework Agreement is intended to facilitate the scientific exchange and advice between the undersigned institutions within the scope described in this document and, in particular, those activities related to teaching, research, management and transfer of the results of research activity.

SECOND.- FORMS OF COLLABORATION

The forms of collaboration under this Framework Agreement may include, but are not limited to:

1. Preparation and development of joint academic programmes (Certificate and Diploma) in Health Sciences with reputed International Universities.
2. Development and implementation of Skill development programmes in line with the Government policy on skilling and employment generation.
3. Implementation and joint development of specialized training programmes such as degrees, postgraduate and doctoral programmes official.
4. Teaching support in degrees, postgraduate and doctoral programmes official through giving conferences and specialized seminars.
 - a. Use of scientific and technical facilities
5. Exchange of researchers and sharing resources
6. Scientific, technical and academic advice;
7. Creation or participation in networks concerning different fields;
8. Organization of conferences and seminars;
9. Whatever other form of collaboration considered necessary to meet the objectives of this Agreement.

THIRD.- DEVELOPMENT AND MANAGEMENT OF JOINT ACTIVITIES

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Dr. Gangadhara Somayaji K S
Registrar
Yenepoya (Deemed to be University)
University Road, Deralakatte
Mangalore 575 019, Karnataka.

The development of the activities to be developed jointly between the Parties shall be established through specific Agreements, in which the signatory entities or any other minority holdings shall be able to intervene, directly or indirectly.

The specific Agreements shall refer to this Framework Agreement and, where appropriate, shall establish the economic contributions which are necessary for the adequate development of the project.

FOURTH.- SUPERVISION OF THE EXECUTION OF THE FRAMEWORK AGREEMENT

A Supervision Committee shall be created to interpret, supervise and control compliance with this Framework Agreement, as well as with the specific Agreements subscribed to during the development of this Agreement. Each party shall designate two of the four members of the Committee, which shall meet at least once a year.

The Committee shall interpret the questions that may arise regarding the content of this Agreement and shall ensure coordination, development, supervision and implementation of the actions set forth therein.

FIFTH.- LENGTH OF THE AGREEMENT

This Framework Agreement shall remain in force for a period of four years, and may be extended for additional periods by agreement of the Parties, unless otherwise expressed by one of the Parties and communicated at least three months before the expiry date.

The specific Agreements made in the course of this Agreement shall be of the agreed length for each case.

SIXTH.- DISCLOSURE OF INFORMATION

Any information or publicity resulting from collaboration under this Framework Agreement or the specific Agreements shall include the collaboration between the Parties.

SEVENTH.- TERMINATION

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Dr. Gangadhara Somayaji K S
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This Framework Agreement may be amended at any time by agreement of all Parties, at request of either party, and may be terminated by any of the following causes:

- a) by mutual agreement;
- b) due to a serious and repeated breach of the obligations under the agreement;
- c) due to a denunciation of any of the Parties in accordance with the seventh clause;
- d) other causes set out in the legislation currently in force.

EIGHTH.- JURISDICTION

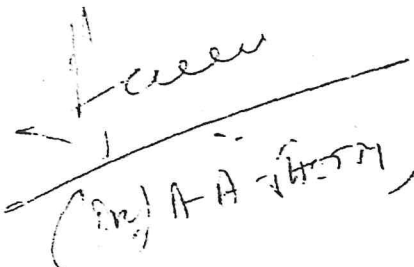
This Agreement has a civil nature. Any conflicts that could arise regarding the interpretation and execution of this Agreement will be resolved by mutual agreement and by the Supervision Committee mentioned in the fourth clause.

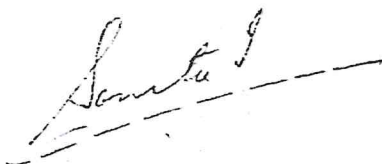
In any case, disputes concerning the interpretation and implementation of this Agreement which cannot be resolved by the Supervision Committee, shall be settled by the Civil Courts in India.

IN WITNESS WHEREOF, the undersigned, being duly authorized, sign this Framework Agreement in duplicate, on all the sheets, in the place and on the date mentioned at the beginning of said Agreement.

Human Achiever Healthcare and
Research Centre Private Limited

Signed:


(Mr) A.A. Sharma



Yenepoya University


Dr. G. Shree Kumar Venen
Registrar
Yenepoya University

Signed:

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SCHEDULE I
(See sections 4 and 5)

TABLE -A
MEMORANDUM OF ASSOCIATION

**HUMAN ACHIEVER HEALTHCARE AND RESEARCH CENTRE PRIVATE
LIMITED**

(Company Limited by Shares Incorporated under Companies act 2013)

1stThe name of the company is HUMAN ACHIEVER HEALTHCARE AND RESEARCH CENTRE PRIVATE LIMITED

2ndThe registered office of the company will be situated in the State of **Karnataka**.

3rd(a) THE OBJECTS TO BE PURSUED BY THE COMPANY ON ITS INCORPORATION ARE:-

1. To purchase, lease or otherwise acquire, establish, maintain, operate, run, manage or administer hospitals, Medicare, health care, diagnostic, health aids, and research centre.
2. To undertake, promote or engage in all kinds of research including clinical research and development work required to promote, assist or engage in setting up hospitals, health care centres and facilities for manufacturing medical equipments.
3. To establish, run, promote and make investment in, educational institutions, schools, colleges, technical educational institutes for imparting medical and healthcare education and management training including in the fields of medicine, nursing, physical medicine and rehabilitative medicine, pharmacy and allied medical administration and management of such medical institutions including Health and Hospital Management Training and Development, Pharmaceutical Management, Hospitality, Programmers for skills and competency development, Training and certification of professional
4. To provide, encourage, initiate or promote facilities for the discovery, improvement or development of new methods of diagnostic, understanding and prevention and treatment of disease.


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(b) MATTERS WHICH ARE NECESSARY FOR FURTHERANCE OF THE OBJECTS SPECIFIED IN CLAUSE 3 (a) ARE:-

1. To provide, encourage, initiate or promote facilities for the discovery, improvement or development of new methods of diagnosis, understanding and prevention and treat of diseases.
2. To conduct and to carry on experiments and to provide funds for research works and for scholarships, stipend, remuneration and/or other payments or aid to any person or persons encouraged in research work, or work connected with or conducive to research and to encourage and to improve knowledge of the persons who are engaged or likely to be engaged in any medical or related profession so as to make available medical relief to the public at large
3. To promote manage, cooperate with or afford assistance to or otherwise assist the work of any other foundation, institution or body engaged in medical research, treatment.
4. To construct hospital, nursing homes and healthcare centre and manufacturing of medicine and operating equipments and machines.
5. To establish, maintain and/or manage hostel, building houses, staff quarters and other conveniences for the benefit of the students, staff and other employees of the Company
6. To carry on the business of facilitation of medical services in national and international destinations, Facilitation of wellness services in national and international destinations, to provide a second opinion by national and international doctors, to provide Medical, Dental, Allied Health, Paramedical & Health Administration Educational Courses, Career facilitation & Consultancy in both national and international destinations and to carry on the business of Import and export services of medical, surgical and wellness medications,

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equipment's and machines, To open and run hospitals, clinics, labs, preventive health centers, wellness centers and diagnostic centers

7. To undertake, carry on and operate both nationally and internationally the business of managing, operating, constructing, leasing, taking on lease, development and maintaining of all types of medical hospitals, clinics, health centers, pathological clinics, sanatorium, nursing home, rehabilitation centers, medical research centers, diagnostic centers, blood bank, eye bank, skin bank and ayurvedic treatment and all other activities of allied nature.
8. To establish training facilities for providing education and training to the Company's employees and other people.
9. To establish and maintain agencies of all kinds and other trade channels in Indian or any part of the world for the conduct of business of the company and for the sale of any material/s or thing/s for the time being at the disposal of the company for sale.
10. To establish and maintain franchises, agencies and other business channels in India or any part of the world for the conduct of business of the Company and for the sale of any services, products, articles, materials and services for the time being at the disposal of the Company for sale.
11. To invest and deal with the surplus moneys of the Company not immediately required upon such securities including real estate, shares, stocks, debentures, Venture or Angel Funding or bonds and in such manner as may from time to time be determined and particularly by way of advance or deposit with or without interest to or/ any person, firm, company, corporation, financial institution and bank, developmental boards or state Governments
12. To provide Special Medical Services and Post-Therapy Care.
13. To apply for purchase or otherwise acquire and to protect, prolong and renew trademarks, trade names, designs, secret process, patent rights licenses,

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protections and concessions which may appear likely to be advantageous or useful to the company and to spend money in experimenting and testing and improving or seeking to improve any patents inventions or rights which the company may acquire or propose to acquire or develop.

14. To amalgamate, enter into partnership or into any arrangements for sharing profits/ union of interest, co-operation, joint venture or reciprocal concession or for limiting competition with any person or company carrying on or engaged in or about to carry on or engage in any business or transaction which company is authorized to carry on or engage in or which can be carried on in conjunction therewith or which is capable of being conducted so as to directly or indirectly benefit of company.
15. To carry on any business of developing, designing, marketing, franchising, publishing rights and/or otherwise deal in computer software of all kinds and in all kinds of computer, software networking, peripherals, telecommunication equipments, data and voicemail systems and computer products of all kinds and description.
16. To enter into any arrangement with the Government or State Authority Municipal, local or otherwise that may seem conducive to the company's main objects or any of them and to obtain from any such Government or State Authority, any rights, privileges and concessions which may seem conducive to the company's objects or any of them.
17. To be interested in promote and undertake the formation and establishment of such institutions, business pools, combines, syndicates, industrial, trading or manufacturing as may be considered to be conducive to the interest of the company, to carry on any such other incidental business which may seem to the company capable to being conveniently carried on in connection with any of the main objects of the company or otherwise calculated directly or indirectly to render any of the company's properties or rights for the time being profitable.

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18. To purchase or otherwise acquire and undertake the whole or any part of the business property rights and liabilities of any person, firm or company carrying on any business, which this company is authorized to carry on and to purchase, acquire, apply to hold, sell and deal in shares, stocks, company and to conduct, make or carry into effect any arrangements in regards to the winding up of the business of any such person, firm or company.
19. To conduct acquire, establish provide maintain, and administrate factories, estates, buildings, sheds, pumping installations, generating installations, pipes lines, garages, stores and accommodation of all description in connection with the business of the company.
20. To buy or otherwise acquire movable or immovable or tangible or intangible properties required by the company to sell, lease, mortgage or hypothecate or otherwise dispose of all or any of the property and assets of the company on such terms and conditions, as the company may think fit.
21. To amalgamate with any company or companies having objects altogether or in part similar to those of the company.
22. To pay all the cost, charges and expenditure of and incidental to the promotion and formation, registration and establishment of the company including costs expenses of negotiations and contracts and arrangements made prior to and in anticipation of the formation and incorporation of the company.
23. To remunerate or make donations to (by cash or other assets, or by the allotment of fully or partly paid up shares or by a call or option on shares, debentures, debenture-stock or securities of this or any other company, or in any other manner) whether out of the company's capital, profits or otherwise to any person, firm, or company for services rendered or to be rendered in introducing any property or business to the company or for any other reason which the company may think proper subject to the provisions of the Companies Act, 2013.

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24. To undertake any trusts, the undertaking whereof may seem desirable either gratuitously or otherwise.
25. To draw, make, issue, accept and to endorse, discount and negotiate promissory notes, hundies, bill of exchange, bill of lading, delivery order, warehoused-keepers certificates and other negotiable commercial or mercantile instruments connected with the business of the company, subject to the provisions of Banking Regulations Act, 1949.
26. To open accounts with any individuals, firms or company or with any bank or banks for financial institutions and to pay into and to withdraw monies from such accounts.
27. To lend or deposit monies, belonging to, or entrusted to at the disposal of the company to such person or company and in particular to customers and others having dealing with the company with or without security, upon terms as may be thought proper and to guarantee the performance of contracts by such person or company, but not to do the business of banking as defined in the Banking Regulations Act, 1949.
28. To make advances upon or for the purchase of materials, goods, machinery stores and other articles required for the purposes of the company.
29. To borrow or raise money without securities or to receive money or deposits at interest or otherwise, in such manner as the company may think fit and in particular by the issue of debentures, perpetual or otherwise including debentures convertible into shares of this or any other company, and in security of any such money so borrowed, raised or received, to mortgage, pledge, or charge the whole or any part of the property assets or revenue of the Company, present or future or pay off any such securities, The acceptance of deposits shall be subject to the provisions of sections 73 of the Companies Act, 2013, and the rules framed there under and the directions issued by the Reserve Bank of India as may be applicable.

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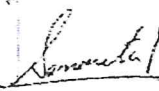
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30. To sell, mortgage, assign or lease and in any other manner deal with or dispose of the undertakings of or property of the company or any part thereof, whether or immovable for such consideration as the company may think fit and in particular for shares, debentures or other securities of any other company having objects altogether or in part similar to those of this company.
31. Subject to the provisions of the Companies Act, 2013 to subscribe or contribute or otherwise to assist or to guarantee money to charitable, benevolent, religions, scientific national, political parties or other institutions or for any public, general or useful objects.
32. To distribute the properties of the company amongst the members in cash or in kind consequent upon the winding-up of the Company.
33. To buy, lease, or otherwise acquire lands, buildings and other immovable property and to sell, lease, mortgage or hypothecate or otherwise dispose off all or any of the property and assets of the Company on such terms and conditions as the Company may think fit.
34. To make experiments in connection with any business of the company and to project any invention of the company by letters, patents or otherwise.
35. Subject to the provisions of the Companies Act, 2013, to invest, apply for acquire or otherwise employ moneys belonging to entrusted to or at the disposal of the company upon securities and shares with or without security, upon such terms as may be thought proper and from time to time vary such transactions in such manner as the company may think fit.
- 4th The liability of the member(s) is limited and this liability is limited to the amount unpaid, if any, on the shares held by them.
- 5th The authorized share capital of the company is rupees 10,00,000 (Ten lakhs Only), divided into 10,000 (Ten Thousand only) shares of Rupees 100/- (Hundred Only) each.

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the several persons whose names and addresses are subscribed, hereunder are desirous of being formed into a Company, in pursuance of the Memorandum of Association and we respectively agree to take the number of shares in capital of the Company set opposite our respective names.

Sl. No.	Name, Address, Descriptions and occupation of the Subscriber	Number of Equity shares taken by each Subscriber	Signature of the subscriber	Signatures, Name, Address, Description and Occupation of the Witness
1.	Asode Ananthram Shetty Shetty, S/o Mr. Barkur Vittal Shetty 6 Barncroft Drive, Hempstead Gillingham Kent, ME7 3TJ, Hempstead Gillingham Kent, United Kingdom Occupation : Professor Camp at Mangalore	500 shares		 I witness to subscribers who have subscribed and signed in my presence Dated, 11.08.2016 Place, Mangalore, further I have verified their identity details for their identification and satisfied myself of their identification particulars as filled in. Alairamta Pap S/o Ganapathy Pap Practising Company Secretary II nd Floor OPal complex Tanged Church Road Mangalore 575004 CP No 11629.
2.	Senorita Ishac Ghopane D/o Ishac Rushei Gophane . 101, Silver Bell, Nyati Enclave, Near Mohammedwadi, NIBM Road, Pune-411 028 Occupation : Business Camp at Mangalore	500 shares		
Total (One Thousand shares) only		1000 shares.		

Dated this 16 day of August 2016 at Mangalore

ATTESTED


 Dr. Gangadhara Somayaji K S
 Registrar
 Yenepoya (Deemed to be University)
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 Mangalore 575 018, Karnataka.