



महाराष्ट्र MAHARASHTRA

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प्रधान मुद्रांक कार्यालय, मुंबई  
प.मु.वि.क. ८००००९१  
- 2 DEC 2017  
सक्षम अधिकारी  
श्रीमती. एस. व्ही. मसूरकर

### TRAINING SERVICE AGREEMENT

This agreement ("Agreement") is made this on 09<sup>th</sup> Jan, 2018 by and between:

**Yenepoya University** an educational institution, deemed university, having its office at ACTS-YEN, Yenepoya university Deralakatte Mangalore Pin: 575018 (hereinafter referred to as "Service Provider" which expression shall, where the context so admits, be deemed to include its successors, affiliates and assigns) of the first part and

**ATTESTED**

*[Signature]*  
Dr. G. Shree Kumar Menon  
Registrar  
Yenepoya University  
Mangaluru - 575 018

*[Signature]*  
Dr. Gangadhara Somayaji  
Registrar  
Yenepoya (Deemed to be University)  
University Road, Deralakatte  
Mangalore 575 018, Karnataka.

**Abbott India Limited**, having its registered office at 3-4, Corporate Park, Sion Trombay Road, Mumbai 400071 (hereinafter referred to as "**Abbott**" which expression shall, where the context so admits, be deemed to include its successors and assigns) of the second part.

Service Provider and Abbott shall hereinafter be individually referred as "Party" and collectively as "Parties"

WHEREAS Service Provider is inter alia engaged in imparting training for educational purposes to doctors and healthcare professionals on various therapy areas and medical disciplines;

WHEREAS Service Provider represents that it has certain knowledge/skills concerning Simulation Centre and has conducted series of education programs / workshops for the doctors and health care professionals on Medical Simulation (hereinafter referred to as the "Subject");

AND WHEREAS Abbott is engaged in the manufacturing and distribution of inter alia pharmaceutical products and is engaged in several educational initiatives for the benefit of medical fraternity;

AND WHEREAS Abbott desires to enhance the understanding and skill and sharpen communication of scientific data on the Subject, of healthcare professionals ("Participants") by getting them trained on the same from point of care perspective;

AND WHEREAS based on the representations of the Service Provider, Abbott desires to engage Service Provider for training the Participants on the Subject;

AND WHEREAS Service Provider agreeing to the same, the Parties are now desirous of recording the terms and conditions of the said training by Service Provider

**NOW THEREFORE AND IN CONSIDERATION OF MUTUAL COVENANTS AND AGREEMENTS HEREIN CONTAINED IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES AS FOLLOWS:**


#### **1. Scope of the Agreement**

- 1.1 Service Provider shall provide a training on the Subject to the Participants that empowers the Participants to improve in medical simulation and offer a target based and better quality treatment to their patients, as more particularly specified in Annexure A hereto (hereinafter referred to as "**Services**"). Service Provider shall not vary or modify any aspect of the Services without the prior written consent of Abbott.
- 1.2 The Services to be performed by Service Provider and the relevant time schedule for completion of such Services are outlined in Annexure A attached hereto.
- 1.3 Service Provider shall provide deliverables of training reports, materials prepared by the Service Provider as a result of performing the Services herein (hereinafter referred to as "**Deliverables**").
- 1.4 The Parties acknowledge that the relationship between them is that of independent contractors, and not that of employer and employee, nor principal and agent, nor partners in a joint venture, nor any similar relationship whatsoever. Neither Party

ATTESTED

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Registrar  
Yenepoya University  
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Mangalore 575 018, Karnataka.

shall exercise control over the business of the other Party, and neither Party is granted any right or authority to assume or to create any obligation or responsibility, express or implied, on behalf of, or in the name of the other Party, or in any other way to act on behalf of, or to bind, the other Party.

## 2. Payment Terms

2.1. Subject to the provisions of this Agreement, Abbott shall pay for the Services, an all-inclusive fee as mentioned in Annexure A per Participants registered for the training, limiting the maximum number of Participants to 10.

The said fees/amount covers training time, preparation, venue where the Services shall be performed, training materials if any prepared by the Service Provider. Travel and stay arrangements of the Participants shall be Abbott's responsibility. Payment shall be made to the service provider in accordance with this Agreement.

2.2. All payments under this Agreement will only be made pursuant to Abbott's receipt of an invoice and shall be subject to deduction of tax at source at applicable rates as per the law in force. Payments will be made through within Ninety (90) days after receipt of each such invoice, and no request for cash payments shall be accepted.

2.3. Payment shall be made of undisputed amounts only and upon receipt of supporting documents. Abbott shall not be liable to pay any other amount whatsoever including by way of reimbursement to the Service Provider.

2.4. If Abbott disputes any invoice in whole or in part it will promptly notify Service Provider of the reason for the dispute and the Parties shall use their reasonable endeavor to settle the dispute forthwith. Until resolution of dispute, Abbott shall only pay the undisputed portion of the impugned invoice in terms of this clause. All payments shall be subject to applicable taxes. Invoices shall clearly specify the service tax component.

2.5. The Parties agree that no incidental expenses may be incurred without the consent of Abbott on account of rendering the Services. Payments on account of incidental expenses, if consented by Abbott, shall be made and charged in invoice on actual basis. Notwithstanding anything contained herein, Service Provider shall not be entitled to incur any expenses on behalf of Abbott without its prior written consent and Abbott shall not provide reimbursement for any expenses incurred without Abbott's written consent and shall require proof of expense, wherever possible, even when consent has been obtained

## 3. Representations and Warranties:

Service Provider represents and warrants that:

a) it will perform and is capable of performing the Services consistent with the professional and international standards of skill, care, and diligence exercised by

  
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Yenepoya (Deemed to be University)  
University Road, Derlakatte  
Mangalore 575 018, Karnataka.



entities licensed to provide (where required under applicable laws) and regularly providing comparable Services and work on projects of similar size, complexity, design, and cost, and always in accordance with Good Industry Practice.

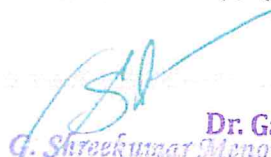
Good Industry Practice for the purposes of this clause shall mean those practices, methods, techniques, standards, skills, diligence and prudence which are generally and reasonably expected of from a reasonably skilled and experienced operator engaged in the same type of undertaking or activity as the Service Provider under this agreement, and which would be expected to result in the performance of obligations by the Service Provider in accordance with this agreement and applicable laws


- b) It exclusively, absolutely and unconditionally owns all rights in and/ or is duly licensed to use all the content and material used or referred during the performance of the Services and/or creation of Deliverables.
- c) Abbott is granted rights in the manner as detailed in clause 4 herein below, for no further consideration, to make use of all such training presentations and training material and handouts provided to Participants, and to take photographs during the training and to use such photographs for its internal and business purposes.
- d) It is not in breach of any contractual obligations and shall obtain all appropriate and requisite approvals and permissions as necessary in the performance of its obligations hereunder.
- e) It has entered into appropriate agreements/ documentation with and obtained necessary consent/authorization of any third parties in the creation and transfer to Abbott of Deliverables within the meaning of this Agreement.
- f) It is the Service Provider's responsibility to ensure that Deliverables (i) shall not have any defects in material, design or workmanship, and;(ii) shall not be in violation of any personal rights or third party intellectual property rights including copyrights and trade secrets; (iii) shall not be achieved by committing a breach of any duty or obligation including that of confidentiality binding the Service Provider; (iv) shall as the case may be, be true, authentic, validated based on actual facts, up to date, appropriately referenced, accurate, unbiased and relevant to the subject /topic decided between Parties or as required by Abbott.
- g) the total payment for the Services under this Agreement represents the fair market value for the Services, and has not been determined with reference to value or volume of business between Parties.

#### 4. Intellectual Property Rights:

- a) The Parties agree that Abbott shall at all times be the exclusive owner of rights in any intellectual property in all items provided by Abbott or accessible to Service Provider ("Provided Items") and to the extent that the Deliverables are customized as per Abbott's requirements, Abbott shall be considered the "person for whom the work was prepared" for purposes of determining the authorship of any copyright in the Deliverables, and all copyrightable aspects of the Deliverables shall constitute

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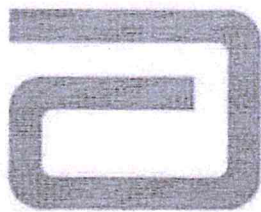
  
**Dr. G. Shree Kumar Menon**  
Registrar  
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**Dr. Gangadhara Somayaji KS**  
Registrar  
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"works made for hire" as that term is defined under the Section 101 of the U.S. Copyright Act, 17 U.S.C. § 101, or as defined in analogous provisions of or understood under Indian and other applicable laws, and shall be owned exclusively by Abbott upon creation. Service Provider shall and hereby does (and to the extent required, shall cause the relevant personnel to), irrevocably, in perpetuity and without further consideration or action, absolutely, perpetually and unconditionally assign to Abbott (and its successors, including successors in business and/or interest, and assigns), on a worldwide basis, all right, title and interest in the Deliverables. At Abbott's request and expense, Service Provider shall execute and deliver (and cause the concerned personnel to execute and deliver) to Abbott all documents reasonably necessary and other materials, and provide all testimony necessary to register, perfect, enforce and protect all intellectual property rights in the said Deliverables solely in the name of Abbott (or its designee) in any and all countries for no additional consideration. Any assignment of copyright in the Deliverables therein shall not lapse even if Abbott does not exercise the rights assigned with in a period of one (1) year from the date of assignment.

- b) Nothing contained herein shall constitute any transfer or licence of right to Service Provider, whatsoever, over in any such intellectual property in Provided Items and in the Deliverables customized for Abbott. Service Provider hereby agrees not to assert rights in such intellectual property. Service Provider acknowledges that Abbott is the sole owner in the trade marks, logos, associated trade dress and copyright, and any other trade mark that Abbott may provide, as part of Provided Items, or otherwise, for the purposes of procuring Services hereunder and Service Provider undertakes not to claim any rights or licence to them during or any time after the duration of this Agreement. Subject to the foregoing provisions, Service Provider is hereby granted limited permission during the term of this Agreement to use Abbott's corporate name and logo as detailed below on the website, brochure, flier developed by the Service Provider for the Services herein. Provided however, any such representation of Abbott's corporate name and logo and the content of such website, brochure, flier shall be pre-approved by Abbott and Service Provider shall ensure such pre-approved representation and content. All intellectual property provided by Service Provider shall at all times remain its exclusive property ("Service Provider Property") and Service Provider hereby grants a non-exclusive, royalty free, perpetual license to Abbott to use Service Provider Property.

**Corporate Name: Abbott**



## 5. Privacy and Confidentiality

- 5.1. Service Provider shall not make any public statement or release concerning ABBOTT without ABBOTT prior written approval. Service Provider undertakes to treat all Confidential Information concerning Services and ABBOTT including but

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Registrar  
Yenepoya University  
Mangaluru - 575 018

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Mangalore 575 018, Karnataka.

not limited to Provided Items and Deliverables customized for Abbott, as strictly confidential during and after the termination/expiration of this Agreement, and therefore not to disclose it to any third party or make any commercial use of it without the prior written and express consent of ABBOTT.

- 5.2. Notwithstanding the foregoing Service Provider may disclose information of ABBOTT concerning Services to reliable employees, advisors and assistants ("Authorized Persons") if necessary for his/her/its work under this Agreement and only for the performance of the Services hereunder and creation of Deliverables, provided that such Authorized Person(s) are bound by obligations of confidentiality and non-use to Service Provider which are equal to the terms of this Agreement. Service Provider shall ensure that such Authorized Person(s) are fully aware of the obligations of this Agreement and shall be responsible for any breach of the provisions under this Agreement by his/her/its Authorized Person(s). Notwithstanding anything contained herein, Service Provider shall at all times remain responsible for the acts of the Authorized Person(s).

**6. Indemnification**

Service Provider shall indemnify, defend and hold harmless Abbott and its directors, officers, representatives, personnel, affiliates, agents from and against any and all liabilities, actions, proceedings, suits, cost, claims for loss, damage and expense of whatever kind and nature due to breach of any term of this Agreement including but not limited to representation, warranty and undertaking herein and/or injury to person (including death) or damage to property caused by Service Provider, its employees or agents, non-payment of any dues to such person, or any other default of Service Provider. Abbott is also entitled to withhold payment in the event of non-fulfillment of obligations herein.

Abbott shall indemnify and hold Service Provider harmless from all actions directly arising against the Service Provider and in respect of the training modules provided by Abbott to Service Provider and attributable to the default of Abbott.

**7. No publicity**


Save and except as provided in clause 4 hereinabove and with respect to the publications 'Express Healthcare and Express Pharma' in which case only Abbott approved content shall be publicized, Service Provider shall not make any press announcements or publicize this Agreement or any part thereof in any way, or suggest that Abbott is its client in any public medium or to a third party, except with the written consent of Abbott.


**8. Independent contractor**


It is hereby declared that Service Provider and Abbott are for the purpose of this agreement independent contractors and the relationship between Abbott and Service Provider shall be that of a principal to a principal with no employer employee relation between staff of either Parties' with the other Party.

**9. Compliance with laws**

- a) Service Provider is in compliance with and will comply with all applicable laws and regulations including the rules, regulations and code framed by Medical Council of India, applicable anti-corruption and anti-bribery laws, and industry practices and standards in relation to the Services. Service Provider has obtained and will obtain and keep in full force and effect any licenses, certifications, permits or registrations necessary for Service Provider to provide the Services hereunder. Service Provider is solely and exclusively responsible

  
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and liable for payment of salaries, wages and all other applicable statutory dues of the Authorized Person(s), staff employed by it for the purpose of rendering the Services hereunder and for compliance with all applicable labour laws concerning its Authorized Person(s) and staff. Service Provider represents it is not in breach of any contractual obligations and shall obtain all appropriate and requisite approvals and permissions from any third parties as necessary in the performance of its obligations hereunder. Without limiting the generality of the foregoing, Service Provider represents, warrants and undertakes that it and all persons employed or acting on its behalf (including employees, directors, agents, consultants, or approved subcontractors) shall not:

- a. give, or offer to give, directly or indirectly, any contribution, fee, gift, bribe, rebate, payoff, travel expense, entertainment, influence payment, kickback or any other payment, regardless of form, whether in money, services or anything else of value to any person to secure a business advantage, to obtain or retain business or to direct business to or away from any person/entity to benefit Service Provider or Abbott.
- b. accept, receive or agree to accept or receive, directly or indirectly, any contribution, fee, gift, bribe, rebate, sample, payoff, travel expense, entertainment, influence payment, kickback or any other payment, regardless of form, whether in money, services or anything else of value from any person to secure a business advantage, to obtain or retain business or to direct business to or away from any person/entity to benefit Service Provider or Abbott.
- c. provide any facilitation or grease payment to any government official or employee of a government agency (including government hospitals or healthcare institutions) to expedite routine government actions that the official or employee is already bound to perform
- d. Service Provider warrants and undertakes that neither it nor any owner, partner, officer, director or employee of Service Provider or of any of its affiliate companies is or shall become an official or employee of any government entity (including a government owned hospital or a government healthcare institution) during the term of this Agreement, without the prior written consent of Abbott.

Notwithstanding anything else in this Agreement, Abbott may terminate this Agreement immediately by written notice to Service Provider if it concludes, in its sole determination, that Service Provider has breached this clause or that such a breach is substantially likely to occur.

#### 10. Term & Termination:

10.1. This Agreement is effective from 09<sup>th</sup> Jan 2018 until 31<sup>st</sup> Dec 2018, with clauses 3, 4, 5, 6, 7, 9, 10, 13.1. surviving the expiry of this Agreement. This Agreement may be extended for such further periods as may be mutually agreed in writing between Parties. Each Party shall be entitled to terminate this Agreement by giving thirty (30) days' written notice to the other without assigning any reason whatsoever.

10.2. Abbott may terminate the Agreement if (i) the Services are found unsatisfactory in respect of achieving its objectives (ii) Service Provider fails to remedy a breach of the terms, conditions, representations or warranties within seven days of being informed of such breach by Abbott (iii) For any reason whatsoever Service Provider becomes disentitled in law to perform its obligations

  
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Registrar  
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Mangaluru - 575 018

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Dr. Gangadhara Somayaji KS  
Registrar  
Yenepoya (Deemed to be University)  
University Road, Deralakatte  
Mangalore 575 018, K...

under this Agreement (iv) there is any variation in the ownership or management of Service Provider or its business which in the opinion of Abbott is prejudicial to its interest, (v) is adjudged an insolvent or a compromise is entered into by it with its creditors or if distress or execution or other process is levied upon or a receiver is appointed in respect of any part of the assets or property of Service Provider.

10.3. In the event of termination of this Agreement:

- (i) All unutilized amounts out of the monies paid by Abbott by way of advance shall be refunded to Abbott promptly and in any case within 7 working days.
- (ii) Shall not be entitled to any sum or sums whatsoever from Abbott by way of compensation, damages or loss or otherwise, notwithstanding anything contained herein Abbott shall be liable to make invoiced payments to Service Provider in respect of the services rendered by Service Provider and accepted by Abbott, till the effective date of termination.
- (iii) Shall, as requested by Abbott forthwith deliver, and cause its employees to deliver to Abbott or its representative all inputs, materials, documents etc furnished to Service Provider by Abbott under this Agreement, and shall delete all the computer software, programmes, data or other information and confirm in writing its compliance with these requirements.
- (iv) Shall be entitled to any sums due and payable by Abbott only if termination is not attributable to Service Provider's default or breach, provided that Service Provider shall be entitled to service fees commensurate with the services provided to and requisitioned by Abbott.

11. **Authorized signatory**


The Agreement is being signed by authorized signatory of each Party hereto.

12. **Dispute resolution and Jurisdiction**

In the event of any dispute or differences arising out of or relating to this Agreement, unless amicably resolved, shall at the request of either party, be referred to and settled by Arbitration in accordance with the Arbitration and Conciliation Act, 1996. The place of Arbitration shall be Mumbai and language to be used in such Arbitration proceedings shall be English. Any judgment, decision or award of the Arbitrators shall be final and binding on both parties enforceable in any Court of competent jurisdiction.


This Agreement shall be subject to the laws of India. In the event of any dispute the courts at Mumbai shall have exclusive jurisdiction.

**ATTESTED**



**Dr. G. Shree Kumar** Registrar  
Yenepoya University  
Mangaluru - 575 018, Karnataka.

**Dr. Gangadhara Somayaji K S** Registrar  
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University Road, Deralakatte  
Mangalore 575 018, Karnataka.





13. Miscellaneous

- 13.1. No Quid Pro Quo: Neither this Agreement, nor any payment hereunder, is in exchange for any explicit or implicit agreement or understanding between the Parties for recommendation or otherwise arrangement for, or provision of any business for Abbott's or its affiliates' products. Neither Service Provider nor anyone representing Service Provider may offer or give a sponsorship, gift, meal, entertainment, or anything else of value in exchange for an explicit or implicit agreement or understanding that Abbott or Abbott affiliate products will be used, purchased, ordered, recommended, or prescribed, or that Abbott, its affiliates or their products will receive any favorable treatment.
- 13.2. Corporate Existence. Each Party is a corporation duly organized, validly existing and in good standing under the laws of the jurisdiction in which it is incorporated.
- 13.3. Authorization and Enforcement of Obligations. Each Party and its authorized signatory executing on behalf of Party (a) has the corporate power and authority and the legal right to enter into this Agreement and to perform its obligations hereunder and (b) has taken all necessary corporate action on its part to authorize the execution and delivery of this Agreement and the performance of its obligations hereunder.
- 13.4. No Conflict. The execution and delivery of this Agreement and the performance of each party's obligations hereunder (a) does not conflict with or violate any requirement of applicable laws or regulations, and (b) does not conflict with, or constitute a default under, any contractual obligations of it.
- 13.5. Maintaining records- Service Provider shall, at its own cost, for a period at least of 5 years or as prescribed under applicable laws, maintain adequate and accurate books and records that in reasonable detail accurately and fairly reflect transactions and asset disposals with respect to Service Provider's performance of its obligations under this Agreement, including records of payments made by or to, and expenses incurred by, Service Provider in relation to this Agreement.
- 13.6. Interpretation- This Agreement shall not be interpreted or construed against the drafting party. Both Parties have had a full and fair opportunity to negotiate and review the terms and provisions of this Agreement and to contribute to its substance and form.
- 13.7. Assignment- The rights and obligations under this Agreement shall not be assigned, subcontracted or delegated to third parties by Service Provider without the prior written consent of Abbott, which consent may be granted or withheld by Abbott in its sole discretion. In the event any assignment, subcontracting or delegation is approved in accordance with this clause, Service Provider shall and hereby does assume responsibility for ensuring compliance and adherence to all

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terms and provisions of this Agreement by the approved party assuming obligations under this Agreement, and Service Provider shall be solely responsible for the acts or omissions of such approved party as if the same had been performed or omitted by Service Provider itself.

13.8. Entire Agreement- This Agreement constitutes the complete and entire statement of all terms, conditions and representations of the agreement between Abbott and Service Provider with regard to the subject matter hereof and it supersedes all prior understandings whether oral or written between the Parties. No variation of this Agreement and no additional terms shall apply, unless mutually agreed in writing and signed by a duly authorized representative of both Parties.

13.9. Waiver- Failure by Abbott to exercise or enforce any rights hereunder shall not be deemed to be a waiver of any such right nor operate so as to bar the exercise or enforcement thereof at any time or times thereafter.

13.10. Severability- If any provision of this Agreement shall be invalid or unenforceable to any extent for any reason including by reason of any law or regulation or government policy or any amendment thereof, the remainder of this Agreement other than those as to which it is held invalid or unenforceable shall not be affected thereby. Each provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

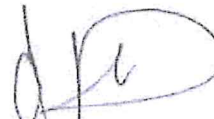
13.11. Notices: All notices under this Agreement shall be in writing and shall be served either by hand delivery or by sending the same by registered post addressed to either Party at the last known place of business and in proving the service of such notice it shall be sufficient to show that the same has been received in person or properly addressed by registered post.

13.12. Counterparts: This Agreement may be executed in any number of counterparts, each of which will be deemed to be an original, and all of which together will constitute one and the same agreement. Each Party acknowledges that an original signature or a copy thereof transmitted by facsimile or by PDF will constitute an original signature for purposes of this Agreement.

  
Dr. G. Shree Kumar Menon  
Registrar  
Yenepoya University  
Mangaluru - 575 018

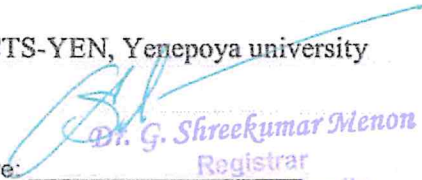
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Dr. Gangadhara Somayaji K S  
Registrar  
Yenepoya (Deemed to be University)  
University Road, Deralakatte  
Mangalore 575 018, Karnataka.



IN WITNESS, WHEREOF the Parties hereto affixed their signature and respective seals on the day, month and year first above written.

For: ACTS-YEN, Yenepoya university

Signature:   
Registrar  
Yenepoya University  
Mangaluru - 575 018

Name: Dr. G. Shreekumar. Menon

Title: Registrar

For Abbott India Limited

Signature:  

Name: Dr. Alok Dev

Title: Associate Director

ATTESTED  


Dr. Gangadhara Somayaji KS  
Registrar  
Yenepoya (Deemed to be University)  
University Road, Deralakatte  
Mangalore 575 018, Karnataka.

## Annexure A

### 1. Time schedule

Services are to be provided from 09<sup>th</sup> Jan 2018 until 31<sup>st</sup> Dec 2018

### 2. Services and Fees:

Services:

ACTS-YEN, Yenepoya university Simulation Centre will provide their services for

- Coding of the modules into the simulation system of the simulation laboratory of ACTS-YEN, Yenepoya university and finalizing the simulation workshop course agenda by 10<sup>th</sup> Jan 2018 (as this has already been finalized)
- Conduct and execute two batch of workshop at Simulation Centre Laboratory of ACTS-YEN, Yenepoya university by 10<sup>th</sup> Dec 2018

Fees: (per workshop)

- 1) usage of simulation lab ----- 30,000 per day
- 2) meridian accommodation (max 4 pax) -----2,000 per day /apartment
- 3) food expenses (includes breakfast, lunch, high tea, dinner at Meridiyen ----- 600/person
- 4) in house faculty fee -----3000/ faculty.

Local travel will be borne by us. Any within campus travel will be taken care by ACTS-YEN, Yenepoya university

Taxes extra.

  
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