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INDIA NON JUDICIAL

Government of Uttarakhand

e-Stamp

Certificate No.	: IN-UK33996880757270W
Certificate Issued Date	: 24-Jul-2024 11:47 AM
Account Reference	: NONACC (SV)/ uk1203304/ DEHRADUN/ UK-DH
Unique Doc. Reference	: SUBIN-UKUK120330474883700899748W
Purchased by	: ADVY CHEMICAL PVT LTD
Description of Document	: Article 5 Agreement or Memorandum of an agreement
Property Description	: NA
Consideration Price (Rs.)	: 0 (Zero)
First Party	: ADVY CHEMICAL PVT LTD
Second Party	: SWAMI RAMA HIMALAYAN UNIVERSITY SHRU HOSPITAL
Stamp Duty Paid By	: ADVY CHEMICAL PVT LTD
Stamp Duty Amount(Rs.)	: 100 (One Hundred only)



PRADEEP KUMAR
STAMP VENDOR
COURT DEHRADUN

Please write or type below this line

AGREEMENT

THIS AGREEMENT is made on this 24th day of July 2024,

BETWEEN

Advy Chemical Private Limited having its registered office at 17th Floor, Hoechst House, Nariman Point, Mumbai 400 021, India (hereinafter referred to as "ADVY",

Statutory Alert:

1. The authenticity of this Stamp certificate should be verified at 'www.shcstamp.com' or using e-Stamp mobile app. Any discrepancy in the details of the certificate are not available on the website / Mobile App renders the certificate invalid.
2. The onus of checking the legitimacy of the details of the certificate.
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Medical Superintendent
Himalayan Hospital
Constituent unit of SRHU
Swami Ram Nagar P.O. Jolly Grant
Dehradun-212140

Which expression shall unless repugnant to the context or meaning thereof include its successors and permitted assigns) of the **One Part;**

AND

SWAMI RAMA HIMALAYAN UNIVERSITY (hereinafter referred as "**SHRU/Hospital/Second Party**"), a University established under section 2(f) of UGC Act, 1956 and enacted vide Uttarakhand Act no. 12 of year 2013 for its teaching hospital i.e. "**HIMALAYAN HOSPITAL**", JOLLY GRANT, DEHRADUN

Which expression shall, unless repugnant to the context or meaning thereof, include successors and permitted assigns of the **OTHER PART;**

First party and Second party may be here in after individually referred to a "**Party**" and collectively as "**Parties**".

WHEREAS:

A. **ADVY** is engaged in the business of developing, manufacturing, marketing and selling development of polyclonal antibodies, rapid diagnostic kits and native human antigens used in the manufacture of finished reagents in the In Vitro Diagnostic (IVD) Industry.

B. **ADVY** is working in compliance of the applicable laws & duly authorized by the concerned statutory authority to do the aforesaid business.

The Second party is a University having its teaching Hospital i.e. '**Himalayan Hospital**', which is located at Jolly Grant, Dehradun, Uttarakhand. The **Hospital** is engaged in providing health care, medical education, promoting research activities in Medical Science.

D. Based on the mutual discussion **ADVY** is desirous to collect Ascetic & Pleural Fluid of patients suffering from Tuberculosis, Cancer and other similar ailments Umbilical Cord Blood, Hepatitis B Positive Blood/Plasma Bags, Residual Clinical Samples etc. (herein after referred as Biomedical Fluids "**BMFs**") and in return **ADVY** would compensate to , on the terms and conditions, as stated herein below:

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:-

1. **VALIDITY**

This Agreement shall remain in force initially for a period effective from **01-09-2024 to 31-08-2026**. The said term / tenure may be extended / renewed mutually agreed terms between the Parties hereto.

2. **OBLIGATIONS OF ADVY**

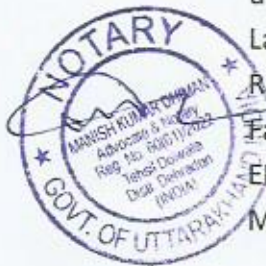
- ADVY** shall supply the prescribed containers to Hospital for collection of **BMFs**.
- ADVY** shall train the staff of Hospital, if needed, for safe collection of **BMFs** in the



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containers.

- iii. ADVY shall depute its authorized representative at its own cost at the location of **Hospital** to ensure safe collection, packing, transportation of BMFs as per the specification and instructions of **ADVV**.
- iv. **ADVV** shall collect the BMFs from different wards of **Hospital**, on daily basis or at mutually decided interval.
- v. **ADVV** shall replace filled container with empty container for further tapping of BMFs.
- vi. **ADVV** shall make the entry of collected units in the register maintained by **Hospital**.
- vii. **ADVV** shall maintain the confidentiality about demographic details of the patient and the results of the sample collected.
- viii. During the term of this agreement **ADVV** shall also obtain and maintain all consents, permits, licenses and authorizations necessary or desirable under the applicable laws in connection with the execution & performance of its obligations under this agreement.
- ix. **ADVV** shall ensure that all the bio-medical waste is collected, stored, transport, utilized, treated & disposed in accordance and in compliance with the Applicable Laws which shall include but not be limited to Bio-Medical Waste Management Rules, 2016, Revised Guidelines for Common Bio-Medical Waste Treatment Facilities, 2016; amended 2018 & 2019, The Water Act, 1974, The Air Act, 1981, EP Act, 1986, Statutory guidelines for Handling, Treatment and Disposal of Bio Medical Waste and as amended thereof.



3. OBLIGATIONS OF HOSPITAL

- i. The trained staff of the **Hospital** shall be responsible to aspirate BMFs in the containers supplied by **ADVV** only and **ADVV** representative shall collect filled container on daily basis or mutually decided interval.
- ii. **Hospital** shall ensure that BMFs are tapped only in the container provided by **ADVV**.
- iii. **Hospital** shall ensure that it collects the BMFs without addition of any chemical/washing reagent in the containers provided by **ADVV**.
- iv. **Hospital** shall maintain a register in the hospital for calculation of units provided by them in a month.
- v. **Hospital** shall perform all its duties and obligations under this Agreement.

4. UNDERTAKING

- i. The procedure of collection, storage, packaging and transportation liquid biological waste shall be as per the Bio-Medical Waste (Managements & Handling) Rules, 2016 and this would be sole responsibility of **ADVV**.



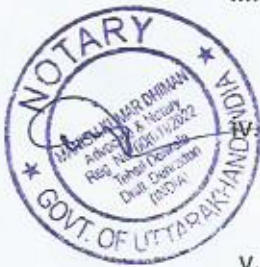
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- ii. The collected fluids will be only use for the purpose of purification of diagnostics proteins & antigens i.e. no clinical trials/study will be done on Humans or Animals. ADVY shall ensure that no illegal and unethical application of this research/production will ever be made.
- iii. ADVY shall not transfer the extracted BMFs to any third party for any purpose.
- iv. ADVY undertakes that it shall in no way do anything which may impact the reputation of Hospital/Second Party.

5. GENERAL REPRESENTATIONS AND WARRANTIES

First Party represents and warrants to the Second Party that:

- i. It has the full power and absolute authority to enter into, execute and deliver this agreement and to perform its obligations and the transactions contemplated hereby and, it is duly incorporated and validly registered under the laws of the jurisdiction of its incorporation or organisation.
- ii. The execution and delivery of this agreement and the performance by it of the transactions contemplated hereby have been duly authorised by all necessary corporate or other internal action of such Party.
- iii. The execution, delivery and performance of this agreement does not constitute a breach of any agreement, arrangement or understanding, oral or written, entered into by it with any third party;
The execution, delivery and performance by it of this agreement does not violate any statute, law, regulation, rule, order, decree, injunction or other restriction of any governmental entity, court or tribunal to which it is subject;
- v. First Party warrants to the Second Party that the representations and warranties in this Clause hereof are true and accurate in all respects and do not contain any untrue statement of any fact or omit to state any necessary or material fact.



6. CONSIDERATION

- i. In consideration of the BMFs supplied by Hospital under this Agreement, ADVY shall compensate INR 20 per 500 ml plastic container of Ascetic & Pleural Fluid, INR 175 per HbsAg Positive Plasma Bag, Payment will be done by Cheque/online in Favor of SRHU.
- ii. Second party may discontinue the arrangement in case the First party defaults in payment of the amounts due for a succeeding period of maximum 30 (Thirty) days. Thereafter, a charge of 18% interest rate per month would be applicable

7. TERMINATION

- i. Either party to this Agreement can terminate the Agreement by giving thirty (30) days' notice, in writing, conveying its intention to do so.



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- ii. However, in the event of any party acting contrary / detrimental to the interest of other party or commit any breach or for any reason which other party feels default party is unable to discharge its obligations, other party without prejudice to any of its other rights, reserves the right to terminate this Agreement forthwith.
- iii. Upon expiry / sooner termination of this agreement, whichever is earlier: **Either party** shall be responsible to fulfill its obligations undertaken by it in terms of this agreement.

8. NOTICES

All notices required to be given under or in pursuance of this agreement shall be given in writing at the addresses of the parties mentioned hereinabove.

9. INDEMNITY

First Party agrees to indemnify and hold harmless the Second Party from & against direct and actual losses, reasonable costs including without limitation the reasonable fees, costs of investigation, expenses, claims, damages, penalties and liabilities arising out of any claims, actions or proceedings (collectively, "Losses") which may be incurred, made against or suffered by the Second Party, its officers, agents or employees arising directly out of or in connection with or as a consequence of

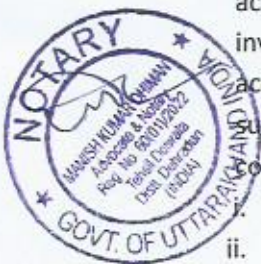
- i. The non-performance of its obligations under this agreement,
- ii. Any material breach of any representations, warranties, covenants made by it in this agreement.

10. FORCE MAJEURE :

Neither party shall in any circumstances whatsoever be liable to the other Party for any delay or failure to fulfil its obligations under this agreement where any such delay or failure is caused in whole or in part by any Act of Terrorism, Biological or Chemical Contamination or to the extent that any such delay or failure arises from any other cause beyond its control, including, without limitation, fire, floods, acts of Nature, acts or regulations of any governmental authority, war, riots.

11. MISCELLANEOUS

- i. Amendment: This Agreement may not be amended or modified except by an instrument in writing signed by the Parties hereto.
- ii. Neither Party shall be entitled to assign or transfer any of its right or obligations under this Agreement except with prior written consent of the other Party concerned.
- iii. That if any provision of this agreement is held to be invalid or unenforceable to any extent, the remainder of this agreement shall not be affected and each provision of this agreement shall be valid and enforceable to the fullest extent



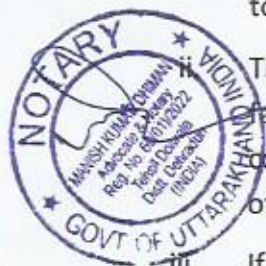
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Dehra Dun - 248140

permitted by law. Any invalid or unenforceable provision of this agreement shall be replaced with a provision which is valid and enforceable and most nearly reflects the original intent of the unenforceable provision.

- iv. **AMENDMENTS / WAIVER:** A waiver, amendment or modification of any term or condition of this Agreement must be in writing and signed by the Party against whom that waiver, amendment or modification is sought to be enforced.
- v. **RELATIONSHIP.** None of the provisions of this Agreement shall be deemed to constitute a partnership between the Parties hereto.
- vi. **ENTIRE AGREEMENT.** This Agreement is the entire agreement between the Parties with respect to the subject matter, and supersedes all prior MOU's, agreements and writings between the Parties.
- vii. **STAMP DUTY AND REGISTRATION:** Any Stamp duty, registration or any other Charges payable on this Agreement or duplicates or extension thereof, and any increases thereon for any reason whatsoever, shall be borne by **ADVY**.

12. GOVERNING LAW, DISPUTE RESOLUTION AND JURISDICTION

- i. In the event any dispute arises between the Parties out of or in connection with this Agreement, including the validity thereof, the Parties hereto shall endeavor to settle such disputes amicably in the first instance.



The attempt to bring about an amicable settlement shall be treated as having failed as soon as one of the Parties hereto, after reasonable attempts, which shall continue for not less than 15 (Fifteen) days, gives a notice to this effect, to the other Party in writing.

- iii. If the dispute or claim is not resolved through such discussions as contemplated in above clause and one Party has served a written notice on the other Party, then such dispute or claim shall be referred at the request in writing of either Party to binding arbitration by a panel of 3 (three) arbitrators ("the Arbitration Board") in accordance with the Arbitration and Conciliation Act, 1996 and any amendments or modifications made thereto. All arbitration proceedings shall be conducted in the English language and the seat and venue of arbitration shall be in Dehradun. The Parties shall be entitled to seek interim relief from the courts of India for which the parties submit to the exclusive jurisdiction of the courts of law in Dehradun. Any award made by the Arbitration Board shall be final and binding on both the Parties.
- iv. This agreement shall be governed by and construed in accordance with the laws of India as applicable from time to time. The courts in Dehradun shall have exclusive jurisdiction on any matter arising out of this Agreement.



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- iv. This agreement shall be governed by and construed in accordance with the laws of India as applicable from time to time. The courts in Dehradun shall have exclusive jurisdiction on any matter arising out of this Agreement.

In witness whereof the parties hereto have duly executed these presents the day and year mentioned above.



Signed and Delivered by the within named
ADV Chemical Private Limited

Naseem Shaikh

Through Naseem Shaikh

Regional Manager- Biological



} For ADVY CHEMICAL PVT LTD

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Naseem Shaikh

Naseem Shaikh

Regional Manager- Biological



Signed and Delivered by the within named
Through

} FOR "SRHU"

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Dr. Medigant, Superintendent
Himalayan Hospital
(A constituent unit of SRHU)
Swami Ram Nagar, P.O. Jolly Grant
Dehradun-249140

ATTESTED

Manish Kumar Dhiman
Manish Kumar Dhiman
Advocate & Notary
Reg. No. 60(01)/2022
Tehsil - Doiwala
Distt. Dehradun