



सत्यमेव जयते

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Account Reference	: NONACC (SV)/ uk1313204/ DEHRADUN/ UK-DH
Unique Doc. Reference	: SUBIN-UKUK131320432668172665514T
Purchased by	: EXCEL BIOSYSTEMS PVT LD
Description of Document	: Article 5 Agreement or Memorandum of an agreement
Property Description	: NA
Consideration Price (Rs.)	: 0 (Zero)
First Party	: EXCEL BIOSYSTEMS PVT LD
Second Party	: SRHU
Stamp Duty Paid By	: EXCEL BIOSYSTEMS PVT LD
Stamp Duty Amount(Rs.)	: 100 (One Hundred only)



AKSHAY PRATAP SINGH
Stamp Vendor
Court Compound, Dehradun

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EQUIPMENT PLACEMENT AND REAGENTS SALE AGREEMENT

THIS EQUIPMENT PLACEMENT AND REAGENTS SALE AGREEMENT (this "Agreement") entered into the 23rd day of February, 2021.

BY AND BETWEEN

EXCEL BIOSYSTEMS Private Limited, a company incorporated and existing under the laws of India and having its registered office at 378/281, CHANDRA NAGAR, DEHRADUN, 248001 (UTTARAKHAND), represented herein by its authorized representative Mr. SANJEEV KUMAR ROY, DIRECTOR (hereinafter referred to as "**Company**", which expression shall unless repugnant to the context mean and include its successors and assigns) of the ONE PART.

Statutory Alert:

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Registrar

Swami Rama Himalayan University

AND

Swami Rama Himalayan University (SRHU), University established under 2(f) of UGC Act and enacted vide Uttarakhand Act No.12 of 2013, having its registered office at Swami Ram Nagar, Jolly Grant, Dehradun, represented herein by its registrar, Mr.-----, (hereinafter referred to as "**Assignee**", which expression shall unless repugnant to the context mean and include its legal representatives, executors and permitted assigns) **of the second part**

Company and Assignee are hereinafter individually referred to as "**Party**" and collectively "**Parties**".

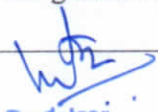
The Parties hereby agree:

This Agreement incorporates the Assignee rights of use the Company equipment and sale of the reagents for the purpose of conducting the medical diagnostics as per the agreement summary set out below (the "**Agreement Summary**") and the attached general terms and conditions. In the event of any conflict between the general terms and conditions and the Agreement Summary, the Agreement Summary will prevail.

AGREEMENT SUMMARY

Purpose	The purpose of this Agreement is to (i) grant the Assignee with right to use certain diagnostic equipment(s) as specified in Annexure A (hereinafter referred as the " Equipment "). and (ii) sale of the substances by the Company to the Assignee, which are used in a chemical reaction to detect, measure, examine, or produce other substances and more particularly specified in Annexure B (hereinafter referred as " Reagent "). The Assignee hereby agrees to purchase Reagents exclusively from the Company during the subsistence of this Agreement.
Term and Extension	This Agreement shall become effective from the date of signing of the agreement to the Assignee (" Effective Date ") and shall continue for a period of [3] years (herein the " Term "), unless terminated earlier in terms of general terms and conditions hereof. The Term may be extended on such terms and conditions as mutual agreed in writing by the Parties.
Right to use Equipment	The Company shall place the Equipment at the Assignee's laboratory located at [SRHU] and grant right to use the Equipment <i>free of cost</i> during the subsistence of this Agreement.
Sale of Reagents and price	The Company agrees to sell the Reagents & consumables, and the Assignee agrees to exclusively purchase its requirement of the Reagents & consumables from the Company, at price specified in Annexure B. The price specified in Annexure B is exclusive of all taxes. The Company agrees to sell the Reagents & consumables, and the Assignee agrees to exclusively purchase its requirement of the Reagents & consumables from its authorized distributor, Excel Biosystems Pvt .Ltd, at existing price . Where the reagents & consumables ,listed in Annexure –B, are found to be inferior in quality to that agreed upon, the Assignee shall have the right to withhold/stop the payment for such inferior reagents & consumables. The Company shall ensure timely & uninterrupted supply of reagents & consumables to the assignee. In case the required reagents/consumables has not been supplied to the assignee within stipulated time, the assignee shall have the right to charge damages from the company on daily basis, for the loss incurred by the assignee. The damages shall be calculated on the basis of average per day business loss to the assignee The company undertake to replace all supplies, marked as inferior products by the assignee, within 07 (seven)working days from the date of lodging of such a complaint by the Assignee.
Minimum purchase of Reagents	The Assignee hereby agrees to order and purchase its requirement of the Reagents from the Company as per tests specified in Annexure B and as per the general terms and conditions.




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Change in the price of Reagents	The price of the Reagents & consumables as specified in Annexure B, shall be revised in the following events:- a) Prices may be revised at the discretion of the Company in case of high exchange rates(Rs/Euro/dollar with >10% FOR CONSECUTIVE 3 MONTHS) arising due to higher cost, for example leading higher manufacturing cost, overhead costs, exchange rates etc.
MAINTAINENCE	FREE OF COST FOR 36 MONTHS The company shall ensure 95% uptime for the equipment
TRANSFER OF TITLE	Post successful completion of contract the equipment shall be upgraded to compatible new models existing at that time OR the current contract can be further extended on mutual agreement and current system shall be maintained as per current terms.
DISPUTE	Where parties commits a breach of any of the terms and conditions contained in this agreement, then the aggrieved party shall issue a notice to the other party to remedy the breach within 15 days from the date of receipt of such notice. Where the other party fails to remedy the breach within the stipulated time frame, then the aggrieved party shall have the right to terminate the agreement and to claim damages. Any disagreement ,dispute, controversy or claim arising out of or relating to this agreement or the making, performance, breach or interpretation thereof shall be finally settled by an arbitral panel consisting of three(3) arbitrators appointed and conducting proceeding in accordance with the rules of Indian Arbitration and Conciliation Act,1996 or any modification or re-enactment there of. Each party shall appoint one(1) arbitrator, and the two(2) arbitrators so nominated shall designate a third arbitrator acceptable to both appointing parties, failing which the third arbitrator shall be appointed in accordance with the Arbitration and Reconciliation Act,1996 and rules and regulations there under will be deemed to be incorporated herein. The arbitration shall be in English and the place for the arbitration shall be Jolly Grant, Dehradun. This Agreement shall be governed by and construed in accordance with the laws of India and the Courts of Dehradun shall have exclusive jurisdiction.
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 MOU 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.
IDEMNITY	Each party agrees to indemnify and hold harmless each other against all loss, damages, claims, liabilities, expenses, payments or outgoings incurred by the other party arising directly or indirectly from: (a) Any breach of this Agreement by any party; & (b) Any act or omission of any party and its staff (including any negligence, unlawful conduct or willful conduct) relating to this Agreement or arising as a consequence of the performance or non-performance of Agreement.
GENERAL CLAUSES	(a) The parties shall not assign any of the rights under this Agreement, or delegate the performance of any of their obligations hereunder, without the prior written consent of the other Party. (b) This agreement is on a Principal to Principal basis and neither Party shall describe itself as an agent, partner, joint-venture partner, employee, or representative of the other party, or pledge the credit of the other party in any way or make any representations or give any warranties to any third party which may require the other party to undertake or be liable for, whether directly or indirectly, any obligation and/or responsibility to any third party or enter into contracts on behalf of the other party. (c) That, in no event shall Assignee be liable for any business expenses, loss of profit



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	or incidental indirect or consequential damages to the company on account of equipment placement and reagents sale under the present agreement, for any cause.
TERMINATION	Either party shall be entitled to terminate this Agreement , for any reason whatsoever by providing to the three months prior written notice. Upon termination or determination of this Agreement the Assignee shall return the Equipment to the company forthwith subject to Company's compliance of taking back its products and consumables as listed in Annexure -B from the Assignee and refunding the payment for such returned supplies to it.

EXECUTED

EXCEL BIOSYSTEMS Pvt. Ltd.

Through : Mr. SANJEEV KUMAR ROY

Director

DATE:

WITNESS:



[Signature] Registrar
Swami Rama Himalayan University

Swami Rama Himalayan University(SRHU)

Through: Mr. *Vinit Mehrotra*

REGISTRAR SRHU

DATE:- *23/02/2021*

WITNESS:

[Signature]

Annexure A

Equipment

<u>S. No.</u>	<u>Product</u>	<u>UNITS</u>	<u>WORKLOAD COMMITTMENT</u>	<u>Remarks</u>
1.	ABBOTT AFINION 2 ANALYZER	02	Purchase of 800 TESTS PER MONTH FOR 36 MONTHS	In case workload exceeds more than the desired workload consecutively for 3 months we shall provide additional analyzer to cater to workload


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Annexure B

Reagents

All below prices are exclusive of taxes

<u>S. No.</u>	<u>Product</u>	<u>PACK</u>	<u>HSN Code</u>	<u>Price(Rs)</u>	<u>PRICE/TEST</u>	<u>Minimum Purchase Quantity (On per month basis)</u>	<u>GST EXTRA</u>
1	ABBOTT Afinion HbA1c	15 TEST	38220090	Rs. 2100/=	Rs. 140/=	Purchase of 800 TEST/MONTH OF HBA1C test of department/laboratory on monthly basis	12%



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