

Bond		 Indian-Non Judicial Stamp Haryana Government 		Date : 19/12/2022
Certificate No.	G0S2022L3282		Stamp Duty Paid : ₹ 101	
GRN No.	97374016		(Rs. Only)	
			Penalty :	₹ 0
			(Rs. Zero Only)	
Deponent				
Name :	Core Diagnostics Pvt Ltd			
H.No/Floor :	406	Sector/Ward :	Na	Landmark : Udyog vihar phase 3
City/Village :	Gurugram	District :	Gurugram	State : Haryana
Phone :	84*****73			
				
Purpose : All to be submitted at Concerned office				

The authenticity of this document can be verified by scanning this QrCode Through smart phone or on the website <https://egrashry.nic.in>

1. **Introduction:** This Client Services Agreement (the "Agreement" or "CSA"), by and between CORE Diagnostics Pvt. Ltd. ("CORE") {a Pathology testing Laboratory having Its registered office at 406 Udyog Vihar Phase 111, Gurgaon through Its Chief Executive Officer (CEO) (hereinafter referred to as the CORE)} and Swami Rama Himalayan University ("Partner") {a University established under section 2(f) of UGC Act and enacted vide Uttarakhand Government Act No. 12 of 2013, having Its registered officer at Swami Ram Nagar Post Office Jolly Grant, District Dehradun through Its Chief Medical Superintendent (hereinafter referred to as a the Partner)}, is effective as of this 1st May 2023 (the "Effective Date"). CORE and Partner may be referred to individually as a Party and collectively as the Parties.

2. **Background:** Partner is engaging CORE, to provide laboratory services to Partner's network of patients and physicians. Partner hereby appoints CORE as its exclusive outsource partners for tests that it doesn't conduct in its own facilities.

3. **Laboratory Services and Pricing and Payment:** A list of tests performed by CORE along with prices is appended in Attachment A to this Agreement, which is incorporated herein by reference (the "Laboratory Services"), at the pricing ("Pricing") set forth in Attachment A. All amounts payable by Partner shall be paid within 90 days of generation of an invoice for services rendered by CORE. Following 90 days, if unpaid, a late payment charge at a rate of 1% per month of outstanding payments shall be applied until paid, calculated from beyond above schedule period. We encourage you to pay within 90 days of due date of an invoice in order to avoid client being blocked by our system automatically. CORE shall give 30 days of written notice to the Partner in case of changes in the prices agreed. For the tests which are regulated by government guidelines, the rate prescribed shall be applicable including amendments thereto.

4. **Discounts and Taxes:** CORE shall offer no discount on the tests outsourced outside India. Further, CORE shall offer discount as per Annexure B on the tests mentioned therein. On the remaining tests CORE



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shall offer 30% discount. Taxes, arising out of the sale or use of products or services, or transportation of materials under this Agreement are the CORE's responsibility and are not part of the Laboratory Services. Logistics Charges shall be borne by CORE as per Annexure C.

5. **Licensure and Accreditation:** CORE represents that it is duly licensed to perform testing services hereunder in accordance with regulation and guidelines prescribed by NABL and other competent regulatory authorities.

6. **Term and Termination:** This agreement commences on the effective date and shall be valid for a period of 3 years. Either Party may terminate this Agreement without cause upon ninety (90) days prior written notice to the other Party. In the event of a material breach of this Agreement, either Party may terminate this Agreement upon thirty (30) days prior written notice to the other Party of such other Party's material breach of this Agreement; provided that such notice offers a detailed description of the alleged breach and the other Party is afforded an opportunity to cure but fails to do so during such thirty (30) day period.

7. **Notices:** All notices given under this Agreement shall be in writing, addressed to the receiving Party's address set forth below:

To CORE:	To: Swami Rama Himalayan University
Ashish Singhal,	Attn: Dr. S.L Jethani
Company Secretary	Address: Swami Ram Nagar
406 UdyogVihar Phase III	Beside Jolly Grant Doiwala Uttrakhand 248016
Gurugram-122016,	Phone:
Haryana, India	Pan Number:
Phone: +91 124 4615615	

All notices shall be deemed to have been given, if by hand, are traceable courier service, at the time of the delivery to the receiving Party at the address so specified hereunder, or if sent by certified or registered mail, on the 7th business day after such mailing.

9. **Insurance:** Each Party shall maintain general and professional liability coverage in amounts required by applicable law, consistent with applicable standards in the industry and sufficient to cover any liability or indemnification obligations that may arise in connection with this Agreement. Each Party shall, upon written request of the other Party, promptly provide satisfactory evidence of such coverage.

10. **Shipping:** CORE shall be responsible for the shipping of the samples. The Parties shall use reasonable efforts to ship specimens in bulk to reduce shipping costs. CORE shall be responsible for any loss, damage, mutilation, delay of the sample or report in transit or if it falls in unauthorized hands as



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CORE depends on third parties for such services. However, in the event the report is lost, duplicate report shall be made available to Partner at no extra cost.

11. **CORE Support:** CORE services can be contacted by calling [1800 103 2673] or as otherwise directed by CORE, for consultation on matters related to specimen procurement and handling, technical questions concerning individual assays and test interpretation. CORE shall provide training to Partner via web-seminar or face-to-face-meetings as requested for the purposes of ensuring adequate familiarity with the CORE's service offering to maximize future success. CORE will provide Partner with collateral materials at CORE's expense.

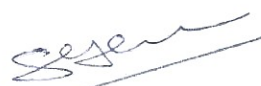
12. **Privacy:** The Parties agree to protect the privacy and provide for the security of any information that relates to a patient's past, present or future physical or mental health condition in accordance with the requirements of The Information Technology (Reasonable security practices and procedures and sensitive personal data or information) Rules, 2011 and any other applicable laws and regulations.

13. **Compliance:** CORE shall provide all Laboratory Services to Partner in accordance with industry standards and applicable laws and regulations upon Partner's submission of a signed or authorized physician order and necessary patient authorizations. CORE and Partner shall comply with applicable statutes, rules, and regulations as promulgated regulatory agencies or legislative authorities of Government of India.

14. **Indemnification; Limitation of Liability:** Each Party shall defend, indemnify and hold harmless the other Party, its officers, directors, employees and physicians from any third-party claims or damages arising from (a) any negligent act or omission, willful misconduct or violation of applicable law by the indemnifying Party in connection with the performance of its duties and services under this Agreement, or (b) any breach of this Agreement by the indemnifying Party. Notwithstanding the foregoing or any other provision of this Agreement to the contrary, under no circumstances shall (i) either Party be liable for any special, indirect, consequential or punitive damages (other than such Party's indemnification obligations for such damages recoverable by a third party pursuant to a third party claim), including (without limitation) damages for lost profits, (ii) either Party be liable for any claims or damages that may result out of a failure or delay that is due to any act beyond its reasonable control.

15. **Confidentiality:** The Pricing and Billing terms of this Agreement shall be deemed Confidential Information, along with such other non-public information designated as such by a disclosing Party as "Confidential Information" (including, without limitation, information of an affiliate, collaborator or other third party disclosed by or through the disclosing Party to the receiving Party). Confidential Information of a disclosing Party shall only be provided to employees, contractors or agents of the receiving Party on a need-to-know basis and shall be utilized only in fulfillment of the research or work that is the subject of the applicable task order hereunder. Neither Party shall disclose the other Party's Confidential Information to any third party, except as required by the court of law. Each Party shall not disclose Confidential Information to any third party that is not bound by confidentiality obligations equivalent to or more stringent than those in this Agreement. A disclosure or use by such Party's representatives that would not be permitted by such Party under this Agreement shall be deemed to be a breach of this Agreement by such Party.




Chief Medical Superintendent
Himalayan Hospital
(A constituent unit of SRHU)
Swami Ram Nagar, P.O. Jolly Grant

April 17, 2017 of 7

406, Udyog Vihar, Phase III, Gurgaon - 122 016
T: +91 124 4615 615 | 1800 103 2673 (Toll Free)

Email: info@corediagnostics.in | www.corediagnostics.in | CIN: U55100GUR1999PTC010226

16. **Intellectual Property:** CORE and Partner retain all right, title and interest in and to their respective inventions including improvement, modification, invention (whether patentable or not), patents, know-how, trademarks, methods, copyrights, information, data, writings, trade secrets and other intellectual property which was in existence prior to signing this Agreement.

17. **Public Statements:** Parties shall not, without the prior written approval of the other Party, make public statements regarding the existence of this Agreement, its terms and conditions and an accurate description of the product or services being supplied. Any press release or broad public communication including other Party shall require written approval from that Party prior to release otherwise the contract will be regarded as immediately voidable at the option of the concerned Party.

18. **Assignment:** Neither Party may assign or otherwise transfer this Agreement or any of its rights or obligations hereunder, without the other Party's prior written consent, except that either Party may assign its rights and/or obligations hereunder to an affiliate or in the event of a change of control or sale of all or substantially all of its assets related to this Agreement, whether by merger, reorganization, operation of law, conversion to a for-profit, or otherwise, provided that the assignee in question concurrently agrees to assume all of the assigning Party's obligations hereunder.

19. **Relationship of the Parties:** The Parties are independent contractors.

20. **Force Majeure:** Neither Party shall be liable for any failure to perform its obligations under this Agreement to the extent prevented from doing so due to acts of God, regulations or laws of any government, acts of terrorism, war, or any other condition or cause beyond its reasonable control. If force majeure situation exceeds 90 days, then the parties may serve termination notice on the other.

21. **Injunctive Relief:** Each Party acknowledges and agree that (i) the provisions of Sections 17 and 18 hereof are reasonable and necessary to protect the legitimate business interests of the Parties, (ii) any violation by either Party of any such provision would result in irreparable injury to the other Party, the exact amount of which would be difficult, if not impossible, to ascertain or estimate, and (iii) the remedies at law for any such violation would not be reasonable or adequate compensation to the affected Party for such a violation. Accordingly, each Party agrees that if such Party violates any of its covenants or obligations under Section 17 or 18, then, in addition to any other remedy which may be available to the other Party, at law or in equity, such other Party shall be entitled to injunctive relief against the violating Party, and such other Party may seek such relief through any court of competent jurisdiction.

22. **Choice of Law:** Each Party irrevocably submits to the jurisdiction of the courts of Gurugram, Haryana in relation to all matters arising out of or in connection with this Agreement as per the laws of India.

23. **Waiver:** The rights and remedies of the Parties hereunder are cumulative and not alternative. The failure of any Party to insist on anyone or more instances upon performance of any terms or conditions of this Agreement shall not be construed as a waiver of future performance of any such term or condition. No waiver shall be valid unless in writing and signed by the Party waiving the applicable right or obligation.



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No waiver that may be given by a Party shall be applicable except in the specific instance for which it is given.

24. **Severability:** The provisions of this Agreement are severable. The invalidity or unenforceability of any term or provision hereto in any jurisdiction shall in no way affect the enforceability of any other terms of this entire Agreement.

25. **Entire Agreement:** This Agreement, including the Attachments attached hereto, constitutes the entire agreement between the Parties with respect to the subject matter hereof and supersedes any and all prior agreement/ communications, either oral or written.

26. **Joint Preparation:** Each Party to this Agreement has participated in the preparation of this Agreement

Attachment A: Laboratory Services

AGREED AND ACCEPTED:

CORE Diagnostics Pvt. Ltd.

By: _____

Name: Dinesh Chauhan

Title: Chief Executive Officer (CEO)

Date: _____



Swami Rama Himalayan University

By: _____

Name: **Chief Medical Superintendent
Himalayan Hospital**

**(A constituent unit of SRHU)
Swami Ram Nagar, P.O. Jolly Gra**

Title: **Dehradun-246140**

Date: _____

Annexure B

Test Name	Test Code	Net Amount	MRP	Discount
BRACA 1 AND BRACA 2	NA1030	13000	20000	35
SKIN BIOPSY DIF	IC2276	1200	2000	40
SKIN BIOPSY LM	PA2275	1200	2000	40
ALL MULTIPLEX BASIC	MA1027	5000	7500	33
BCR ABL QUANTITATIVE IS	ME1002	4200	6500	35
BCR ABL QUANTITATIVE KIANSE DOMAIN	MA1003	6000	9500	37
AML MULTIPLEX BASIS	MU1310	5000	7500	33
CLL COMPREHENSIVE	P00288	9200	15000	39
MULTIPLE MYELOMA Panel	P00285	5500	8000	31
MULTIPLE MYELOMA	WB1144	9200	13000	29
LEUKAEMIA PANEL ADVANCE	WB1087	6850	9900	31
AML MRD	WB1215	8750	13000	16
ALL FISH PANEL	YB1151	8000	13500	41
TPMT GENOTYPING	MM1017	3750	6000	22
FISH FOR MULTIPLE MYELOMA	YB1072	8100	12500	35
CYTOGENETIC	YC1050	2250	4000	30
HCV RNA	UI2350	1300	4950	74
HCV RNA & GENOTYPE	P00012	2000	8500	76
HBV DNA	UI2351	1800	5000	64
LEUKAEMIA PANEL -4	P00236	8000	12000	33
TB Gold	AH1219	1400	3000	53
Maternal Serum Screen 2; Dual Test	UQ1066	900	2200	59
Maternal Serum Screen 3; Triple Test	UQ1115	900	2500	64
Maternal Serum Screen 4; Quadruple Test	UQ1047	1600	3200	50
Gene Expert for TB	ME1048	1500	2400	38
Couple Karyotyping (H & W)	YC1111	2500	3575	30
ALL- MRD	WB1088	8000	13000	38
MPN Panel 5	P00022	8000	11500	30
dualCORE - Unlimited Markers	IA1055	6000	10000	40
AMH	AH1043	1250	2299	32
CMV Quantitative RT PCR	ME1018	3200	5000	36
HLA HIGH RESOLUTION	NA2109	9000	16500	45

The above test of bona fide requires the below mentioned statutory requirements which are to be fulfilled by Partner:

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[Signature]
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406, Udyog Vihar, Phase III, Gurgaon - 122 016
T: +91 124 4615 615 | 1800 103 2673 (Toll Free)
E: info@corediagnostics.in | www.corediagnostics.in | CIN:

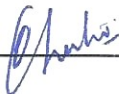
CORE DIAGNOSTICS™

- a) The Partner should be registered under "The Pre-Conception and Pre-Natal Diagnostic Techniques (Prohibition of Sex selection) Act, 1994" (PC & PNDT Authority). Partner shall submit a copy of its registration to CORE clearly stating the registration number along with its validity period.
- b) Partner should have submitted an intimation letter on its letter head to the appropriate authority (PC & PNDT authority) stating that the NIPT test is being outsourced to CORE Diagnostics Pvt. Ltd. Partner shall provide a copy of acknowledgement received from appropriate authority to CORE before starting to accept the samples from the patients.

Agreed and accepted

CORE Diagnostics Pvt. Ltd.

Swami Rama Himalayan University

By: 

Name: Dinesh Chauhan

Title: Chief Executive Officer (CEO)

Date: _____

By: 

Name: Chief Medical Superintendent
Himalayan Hospital
(A constituent unit of SRHU)
Swami Ram Nagar, P.O. Jolly Grant
Dehradun-248140

Title: _____

Date: _____



Test Outsourced Outside India

Test Name	Test Code	MRP
mammaCORE HRD (Amry Genetics)	NA2177	155000
liquiCORE G360 Next Generation Sequencing- Whole Blood	NA1616AA	300000
GeneCore Paradigm	NA1411	150000
Mammaprint+BluePrint(Agendia)	NA1152	220000
geneCORE cancer expanded panel(Amry Gentic)	NA2466	80000

Note: *This list is not limited to the above test, new test can be added in the list later.