



सत्यमेव जयते



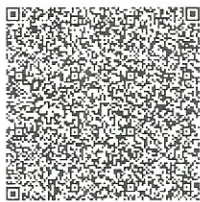
IN-UK91106929546936V

INDIA NON JUDICIAL

Government of Uttarakhand

e-Stamp

Certificate No. : IN-UK91106929546936V
Certificate Issued Date : 05-Dec-2023 05:00 PM
Account Reference : NONACC (SV)/ uk1239204/ DOIWALA/ UK-DH
Unique Doc. Reference : SUBIN-UKUK123920488808364579287V
Purchased by : SWAMI RAMA HIMALAYAN UNIVERSITY
Description of Document : Article Miscellaneous
Property Description : NA
Consideration Price (Rs.) : 0
(Zero)
First Party : SWAMI RAMA HIMALAYAN UNIVERSITY
Second Party : NA
Stamp Duty Paid By : SWAMI RAMA HIMALAYAN UNIVERSITY
Stamp Duty Amount(Rs.) : 100
(One Hundred only)



Incl. Aggarwal
Stamp Vendor
iwala Dehradun

Please write or type below this line



Chief Medical Officer
Himalayan Hospital
(A constituent unit of SRNU)
Swami Ram Nagar, P.O. Jolly Grant
Dehradun-248140

AGREEMENT

This Agreement is executed on this 01st January, 2024 by and between

Swami Rama Himalayan University (SRHU), 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, Uttarakhand - 248016 (hereinafter referred to as "Hospital") through its Chief Medical Superintendent (which expression shall, unless otherwise required in the context, shall mean and include its successors, assigns and affiliates); referred as first party

AND

Cryoviva Biotech Private Limited, a company incorporated under the Companies Act, 1956, having its registered office at F 2/7, Okhla Industrial Area, Phase-1, New Delhi - 110020 (hereinafter referred to as "Cryoviva") represented by Dr. Vikas Verma, Lab Director (which expression shall, unless otherwise required in the context, shall mean and include its successors, assigns and affiliates); referred as second party

WHEREAS, Cryoviva provides services for Processing of Bone Marrow Cells/ Peripheral blood stem cells and also owns & operates a DCGI licensed cord blood Bank. Cryoviva is also engaged in the research, development activities.

WHEREAS, Hospital desires to enter into an Agreement with Cryoviva to provide laboratory service for Hospital's patients and Cryoviva desires to perform such services for Hospital in an economically prudent manner, pursuant to the terms and conditions set forth herein;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereto agree as follows:

1. DUTIES OF CRYOVIVA

- a) Cryoviva shall perform clinical laboratory processing services and Processing required by Hospital for the benefit of Hospital's patients in accordance with the terms of this Agreement.
- b) Cryoviva will transmit patient reports either via electronic order/results system or hard copy as soon as tests are completed or at scheduled times agreed between Cryoviva and Hospital. Cryoviva shall be responsible for the safe custody of copies of transmitted reports that are hand delivered by courier to the Hospital till such reports are handed over to the authorized representative of the Hospital. If results are to be delivered by an electronic order/results system, the electronic communication is not considered delivered until so acknowledged by Hospital.
- c) Cryoviva warrants to Hospital that all services provided hereunder shall be performed in accordance with established and recognized stem cell clinical laboratory processing and testing procedures and with reasonable care in accordance with applicable national, state,



[Signature]
Chief Medical Superintendent
Himalayan Hospital

and local laws. Except as expressly set forth herein, no other warranties are made by Cryoviva.

- d) If specimens cannot be processed or analyzed because of improper collection or if Cryoviva is unable to obtain satisfactory stem cell preparation results on an apparently acceptable specimen, Cryoviva will promptly notify Hospital for consultation of next steps. In either case, Cryoviva will not be responsible for the unacceptable specimen or unsatisfactory results due to biological influences.
- e) Cryoviva shall preserve the patient's sample for a period of one years within the same amount from the date of collection of the sample. Thereafter, Cryoviva shall contact the Hospital and seek their written consent with respect to each sample i.e. whether the same needs to be stored for a further duration or should be discarded. In case Hospital requires Cryoviva/Patient to preserve the sample for a further period beyond one year, then Hospital/Client shall pay Rs. 5,000/- (Rupees Five Thousand only) per bag per year + 18% GST to Cryoviva towards storage fee. The sample can be stored as per the wish of the hospital or the client subjected to the payment terms on annual basis. Cryoviva shall at all times act as per Hospital's directions with respect to such samples. In case any act or omission by Cryoviva results in any claim of loss/damages against the Hospital, Cryoviva shall be responsible to indemnify the same to Hospital.
- f) Cryoviva will provide transit/logistic services to transport donor cells for processing from Hospital to Cryoviva laboratory. Cryoviva will collect all the samples as per Hospital's requirements and will safely transport them to its laboratory. Further on receipt of request from Hospital, Cryoviva shall provide containers & cryoshipper for transportation of cryopreserved samples from Cryoviva's laboratory to the Hospital. Cryoviva will ensure to take due care and caution with respect to samples while transportation. It is hereby clarified that no additional costs shall be payable by the Hospital to Cryoviva in respect of transit/logistic services provided by Cryoviva (once for pickup & secondly for retrieval).
- g) If the samples stored by Cryoviva under this Agreement are transferred to any third party vendor by Cryoviva due to discontinuation of services or earlier termination of Agreement by Cryoviva, Cryoviva shall be responsible to store the samples with third party vendor under the term & conditions of this agreement and shall also be responsible to pay such third party vendor the storage charges to be charged by such vendor for storing the samples for the remaining period. Cryoviva shall also bear cost of transportation of samples to third party vendor.
- h) Cryoviva shall comply with all applicable laws in relation to the provision of services. Cryoviva 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. Further, Cryoviva undertakes that it shall in no way do anything to prejudice prescribed standards of quality which can impact the reputation of Hospital/First Party.

2. DUTIES OF HOSPITAL

- a) Hospital will provide all information to Cryoviva which is required for billing, compliance, and performance of service under this Agreement.




Chief Medical Superintendent
Himalayan Hospital
(Gurgaon)

- b) In addition to the foregoing, Hospital is responsible for correctly completing and submitting requisitions to Cryoviva for all physician requested laboratory services, including all patient demographic, diagnostic and billing information necessary for submitting an accurate claim to the Hospital.
- c) Hospital shall ensure that patient specimens referred to Cryoviva are obtained in an appropriate container and in adequate quantity, properly packaged for transport in accordance with Cryoviva's policy and procedure or as otherwise communicated to Hospital from time to time, and in accordance with all applicable federal, state and local statutes, rules and regulations. Additionally, Hospital will ensure all infectious disease testing is completed, and specimens properly labeled for any hazards and so identified by visible warning. Labeling will include properly labeling and tagging the specimen containers, boxes, carriers, or cryoshippers as per Indian regulations.
- d) Hospital will assume full professional and administrative responsibility for all services provided for the patients of Hospital. Hospital is also ultimately responsible for ensuring that any service provided pursuant to this Agreement complies with all pertinent provisions of federal, state and local statutes, rules and regulations.

3. COMPENSATION

- a) For any clinical laboratory services for which Hospital requests Cryoviva to bill Hospital and as legally permitted, Cryoviva will submit to Hospital a monthly statement reflecting such laboratory services furnished to Hospital by Cryoviva. Such statement shall reflect charges included on the Fee Schedule set forth in Exhibit A, which is expressly incorporated herein by reference. Any amendments or changes in the agreement to the fee schedule shall be as per mutual agreement between the parties in writing. If Hospital orders a test not listed on Exhibit A, the fee shall be the then current Cryoviva's list price applicable to other clients generally.
- b) Hospital will be required to pay Cryoviva full amount due for services availed, within thirty (30) days of receipt of invoices from Cryoviva or payment as received from the concerned organizations / insurers whichever is later.

4. TERMS AND TERMINATION

- a) **Term:** This Agreement shall be effective from 01 January, 2024 and shall remain in force till 31st December 2024, and may be renewed on such terms and conditions as may be mutually agreed between the parties in writing.
- b) **Termination upon Breach:** This Agreement may be terminated by either Party in the event of a material breach by the other Party, upon giving of fifteen (15) days written notice setting forth such breach. However, if such breach is cured within such fifteen (15) day period, then such notice will be deemed to be withdrawn.
- c) **Termination without Cause:** Either Party may terminate this Agreement, with or without cause, upon thirty (30) days prior written notice to the other Party.




Chief Medical Superintendent

- d) Termination of this agreement shall not affect ongoing assignments/services. The rights and obligations of parties, which by intent or meaning have validity beyond such termination shall survive the termination of this agreement.

5. INDEMNIFICATION

Cryoviva shall indemnify and keep indemnified the Hospital against any losses, damages or claims arising out of or attributable to the loss or damage to the sample while the sample is in Cryoviva's custody for preservation.

Further, in case any act or omission by Cryoviva results in any claim of loss/damages or legal action against the Hospital initiated by any person or Statutory or other Authorities, Cryoviva shall be responsible to indemnify the same to Hospital. Similarly, in case any act or omission by Hospital results in any claim of loss/damages against the Cryoviva, Hospital shall be responsible to indemnify the same to Cryoviva.

6. INDEPENDENT CONTRACTOR

This service 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. In the performance of the work, duties and obligations of Cryoviva under this Agreement, it is mutually understood and agreed that Cryoviva is at all times acting and performing as an independent contractor. Hospital shall neither have nor exercise any control or direction over the methods by which Cryoviva or its employees shall perform their work and functions.

7. INSURANCE

Cryoviva shall maintain throughout the tenure of this Agreement, professional liability insurance which shall cover professional services rendered by Cryoviva pursuant to this Agreement.

8. LIABILITY

Each Party shall be responsible for the acts and omissions of itself and its employees and shall not be responsible for the acts and omissions of the other Party or its employees.

9. APPLICABLE LAW, DISPUTE RESOLUTION AND JURISDICTION

- a) This Agreement shall be governed by and construed in accordance with the laws of India. Any dispute arising out of or in relation to this Agreement shall be subject to the jurisdiction of the competent courts of Dehradun (Uttarakhand).
- b) 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.




Chief Medical Superintendent
Himalayan Hospital
(a constituent unit of SHM)

- c) 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.
- d) 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.

10. FORCE MAJEURE

Cryoviva shall not be liable for any claims or damages if such claims or damages result or arise out of a failure or delay that is due to any act beyond the reasonable control of Cryoviva.

11. CONFIDENTIALTY

This Agreement shall be private and confidential and the Parties hereto shall not disclose or divulge the execution & contents hereof to any third party (except as required under law disclosure to any governmental authority or any other person under the provisions of any applicable law, and also disclosure to their professional advisors/auditors and the like) except with the written consent of the other Party. Parties hereby undertake that they shall not, at any time, whether during the tenure/Period of this agreement or after its termination, divulge any commercial secrets or confidential information which will be created/exchanged in pursuance of the terms of this agreement.

12. ASSIGNMENT

The rights and obligations under this Agreement shall not be assigned or transferred, whether voluntarily or involuntarily by either party to any third party whomsoever, without the express confirmation in writing by other party.

13. GENERAL REPRESENTATIONS AND WARRANTIES

Each Party represents and warrants to the other that:

1. 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.
2. 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.

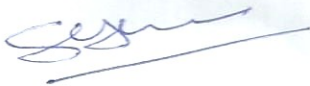



Chief Medical Superintendent
Himalayan Hospital
(A constituent unit of SRHU)

18. This Agreement may be executed in any number of counterparts, each of which shall be an original, but all of which together shall constitute one instrument.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement to be effective as of the day and year first above written.

SIGNED, SEALED AND DELIVERED
For Swami Rama Himalayan University


Name : Dr. S.L. Jethani
Title : Chief Medical Superintendent
Himalayan Hospital
(A constituent unit of SRHU)
Swami Ram Nagar, P.O. Jolly Grant
Dehradun-248140
Witness by:
Name:

SIGNED, SEALED AND DELIVERED
Cryoviva Biotech Pvt. Ltd.

Name : Dr. Vikas Verma
Title : Director – laboratory

Witness by:
Name: Deeksha



Name: DEEKSHA JOSHI
Title: LAB TECHNOLOGIST

Exhibit A

Price for each application

S.No.	Service Description	Unit	Price INR
1	Bone Marrow/Mobilized Peripheral Blood Cryopreservation. (Up to 500 ml) CD34+ Cell Count – Flow cytometry (including 7AAD Viability) , Including transportation	1 UNIT	80,000/- including taxes
2	CD3+ Cell Count – Flow cytometry	01	6000.00
3	Microbiological Sterility (Bact Alert- 5 days)	01	1000.00

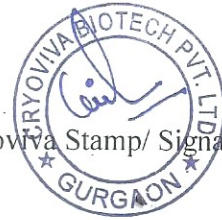
Note : 50% discount on 2nd bill including taxes will be provided on procedure to be performed for more than one time for a single patient.

Remarks:



Institute Stamp/ Signature

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



Cryoviva Stamp/ Signature