

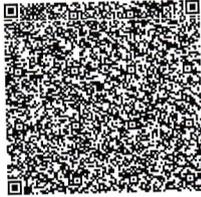


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Certificate No.	: IN-UK69788005421456S
Certificate Issued Date	: 21-May-2020 12:39 PM
Account Reference	: NONACC (SV)/ uk1200304/ DEHRADUN/ UK-DH
Unique Doc. Reference	: SUBIN-UKUK120030442370520064979S
Purchased by	: REVIVE HEALTHTECH AND INDUSTRIAL SOLUTIONS
Description of Document	: Article 5 Agreement or Memorandum of an agreement
Property Description	: NA
Consideration Price (Rs.)	: 0 (Zero)
First Party	: REVIVE HEALTHTECH AND INDUSTRIAL SOLUTIONS
Second Party	: NA
Stamp Duty Paid By	: REVIVE HEALTHTECH AND INDUSTRIAL SOLUTIONS
Stamp Duty Amount(Rs.)	: 100 (One Hundred only)



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Proprietor

[Signature]

Att. No.
ASHUTOS KATIURI
STAMP VENDEE / No.-142
Court Compound, Dehradun

-----Please write or type below this line-----

EQUIPMENT PLACEMENT AND REAGENTS/CONSUMABLES SALE AGREEMENT
THIS EQUIPMENT PLACEMENT AND REAGENTS/COSUMABLES SALE AGREEMENT (this
"Agreement") entered into on 26th May, 2020.
BY AND BETWEEN
"QIAGEN INDIA PVT LTD", a company incorporated and existing under the laws of India and
having its registered office at Corporate one, Plot No.5, District center, Jasola , New Delhi 110025
represented herein by its authorized representative" Revive Healthtech & Industrial Solutions"

nashin Bhatnagar

Statutory Alert:

1. The authenticity of this Stamp Certificate should be verified at "www.shcilestamp.com". Any discrepancy in the details on this Certificate and as available on the website renders it invalid.
2. The onus of checking the legitimacy is on the users of the certificate.
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Registrar

Subin Dama Himalayan University

(hereinafter referred to as “**Supplier**”, which expression shall unless repugnant to the context mean and include its successors and assigns) of the ONE PART;

AND

Swami Rama Himalayan University (SRHU), a university established under section 2 (f) of UGC Act and enacted vide Uttarakhand Act No. 12 of 2013 for its teaching hospital ‘Himalayan Hospital’ duly represented by its Registrar Mr. Nalin Bhatnagar, having its registered office at Swami Ram Nagar, Dehradun-248016, Uttarakhand (hereinafter referred to as **Swami Rama Himalayan University Jolly grant Dehradun** which expression shall, unless repugnant to the context thereof, mean and include its executors, administrators, legal representatives and permitted assigns) of the second part.

“**QIAGEN INDIA PVT LTD**” and **Swami Rama Himalayan University (SRHU)** are hereinafter individually referred to as “**Party**” and collectively “**Parties**”.

Recitals

Whereas, **Swami Rama Himalayan University Jollygrant Dehradun** is inter- alia in the business of providing medical services to general public through its Hospital & Medical College.

WHEREAS Supplier is engaged, in the business of importing, distributing and promoting a wide range of Diagnostic Equipment's/Instruments and also the reagents/consumables and spares required to be used on these Equipment's/instruments, to major hospitals/institutions and pathological laboratories.

AND WHEREAS, Supplier represented that they are in possession of **Equipment QIAGEN Real Time PCR Machine** (hereinafter referred to as the said Equipment) morefully described in the **Annexure A** and has offered the same to **Swami Rama Himalayan University Jollygrant Dehradun** for the utilization of the same free of cost during the term of this Agreement. Supplier further represented that they owns all rights, title, and interest, on the said equipment and that it is free from any encumbrances thereon.

AND WHEREAS the Supplier has agreed to install the Equipment at **Swami Rama Himalayan University Jollygrant Dehradun** at Jollygrant, **Dehradun-248001**, Uttarakhand, India (hereinafter referred to as the "said Premises") and **Swami Rama Himalayan University Jollygrant Dehradun** has agreed to purchase and use the Reagents/Consumables (morefully described in the **Annexure B**) for use on the said Equipment from Supplier pursuant to the terms and

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conditions agreed and stipulated hereinafter.

AND WHEREAS Supplier has agreed, pursuant to the acceptance given by **Swami Rama Himalayan University Jollygrant Dehradun** to install the said Equipment at the said Premises, on certain terms and conditions which are stipulated as hereunder:

NOW THEREFORE THIS AGREEMENT WITNESSETH AND IT IS HEREBY AGREED BY AND BETWEEN
THE
PARTIES HERETO AS HEREUNDER

1. SCOPE

The Supplier is willing to install the said equipment free of any cost on the Premises with the permission of **Swami Rama Himalayan University Jollygrant Dehradun** and in consideration of placing the Equipment in the Premises, **Swami Rama Himalayan University Jollygrant Dehradun** has agreed to purchase the reagents/consumables(As per Annexure B) from the Supplier to be utilized in the Equipment although there shall be no commercial obligation to purchase a fixed quantity per month. However in order to facilitate the transfer of ownership of the equipment from the supplier to Swami Rama Himalayan University Jollygrant Dehradun, Swami Rama Himalayan University Jollygrant Dehradun shall have to purchase reagents/consumables to an aggregated value of INR 1,80,00000 (INR One Crore Eighty Lakhs) as per Annexure B during the term of this agreement

2. TERM

This Agreement shall commence from the date of installation of the said equipment at the said premises subject to **Swami Rama Himalayan University Jollygrant Dehradun** satisfaction and support services of Supplier, and shall remain in force for a period of Five Year from such date unless terminated earlier as provided hereinafter in this Agreement. The Term may be extended on such terms and conditions as mutually agreed in writing by the Parties.

3. OWNERSHIP OF EQUIPMENT

The said Equipment shall at all times remain the property of the Supplier placed in the premises with the permission of **Swami Rama Himalayan University Jollygrant Dehradun** free of cost until the supplier exercises the option of transfer of ownership to **Swami Rama**

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Himalayan University Jollygrant Dehradun . The Supplier shall transfer the ownership of the Equipment to **Swami Rama Himalayan University Jollygrant Dehradun** anytime within the contract term provided the aggregated reagent/consumables purchased by **Swami Rama Himalayan University Jollygrant Dehradun** reaches to an aggregated value of INR 1,80,00000 (INR One Crore Eighty Lakhs) as per Annexure B at a point in time during the term of this agreement. **Swami Rama Himalayan University Jollygrant Dehradun** shall have an option to purchase the reagents/consumables from the supplier(as per Annexure B) at an incremental discount of 7% as per mutual agreement for the entire contract term after the ownership of the equipment is transferred to **Swami Rama Himalayan University Jollygrant Dehradun**.

4. MAINTENANCE OF EQUIPMENT

The Owner of the equipment shall at all the times keep the Equipment in good working condition. The Owner of the equipment has agreed to bear the cost of spare parts repairs etc., incurred/necessitated in the course of routine preventive and remedial maintenance service of the said equipment regularly during the period of this Agreement except damage caused by gross negligence of the other party. Both parties undertake that they have and shall at all times maintain and allocate sufficient resources to fully discharge all its obligations under this Contract including, but not restricted to adequate skilled staff, tools, services, equipment, stock of Replacement Parts, and administrative support. All Replacement Parts shall be warranted on identical or superior terms as the original item they replace. Should a defect develop in the Equipment or a replacement part within or without warranty period, the owner at his own cost shall restore the Equipment to a state in which it can perform as per specifications and their required function.

The cost of maintenance of the equipment per year shall be 8% of the cost of equipment during the contract term. The cost of the equipment shall be as per Annexure A. The cost of maintenance of the equipment shall be borne by the owner.

The supplier shall endeavor to provide service, spare and technological upgrades to the equipment within permissible scope for usage of the equipment. In case of discontinuation of either service, spare parts or technological support to the equipment the supplier shall replace the equipment with the latest replacement within a period of 8 years from the date of contract.

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5. SALE OF REAGENTS/CONSUMABLES AND PRICE

The Supplier agrees to sell the Reagents & consumables, and **Swami Rama Himalayan University Jollygrant Dehradun** agrees to exclusively purchase its requirement of the Reagents & consumables from the Supplier, at a price specified in **Annexure B**. The price specified in **Annexure B** is inclusive of all taxes and shall be applicable for the entire Term of this Agreement until there is a change in tax structure by the government.

6. OWNERSHIP OF REAGENTS/CONSUMABLES

The Reagents/Consumables supplied/delivered by the Supplier to **Swami Rama Himalayan University Jollygrant Dehradun** against a purchase order shall at all times remain the property of the **Swami Rama Himalayan University Jollygrant Dehradun** whether stored inside the Equipment or anywhere in the premises of **Swami Rama Himalayan University Jollygrant Dehradun**. In case the agreement is terminated by the supplier, before transfer of equipment to the Swami Rama Himalayan University Jollygrant Dehradun, due to any of its default or any other reason as mentioned in clause 8.9 of this agreement, the supplier shall buy back the reagents/consumable from the Swami Rama Himalayan University Jollygrant Dehradun, at a price specified in **Annexure B**.

7. PAYMENT FOR SUPPLY OF REAGENTS/CONSUMABLES

- 7.1 The Supplier shall raise invoice every month for the quantity of Reagent/Consumables supplied in that month as per **Annexure B**. **Swami Rama Himalayan University Jollygrant Dehradun** shall release payments against invoices submitted to it by Supplier, within 30 days from the date of receipt of the invoice.
- 7.2 Where the Reagents/consumables as listed in Annexure-B, are found to be inferior in quality to that as agreed upon, Swami Rama Himalayan University Jollygrant Dehradun shall have the right to withhold/stop the payment for such inferior products to supplier.
- 7.3 Supplier undertake to replace all Reagents/consumables, marked as inferior products by Swami Rama Himalayan University Jollygrant Dehradun, within 03 (three) working days from the date of lodging of such a complaint by Swami Rama Himalayan University Jollygrant Dehradun.

8. GENERAL TERMS AND CONDITIONS:

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8.1.Rights and obligation of the Parties

8.1.1The rights and obligation of the Swami Rama Himalayan University Jollygrant Dehradun

- a. Subject to compliance with the Agreement Summary and this general terms and conditions, the **Swami Rama Himalayan University Jollygrant Dehradun** shall have the right to use the Equipment free of cost during the subsistence of the Agreement.
- b. **Swami Rama Himalayan University Jollygrant Dehradun** undertakes to use only the Reagents provided by the Supplier and not use locally procured / third party Reagents on the Equipment. However in the event the Supplier is not able provide the consumables in time; **Swami Rama Himalayan University Jollygrant Dehradun** shall be at the liberty to purchase the same from a Third Party. In case the adequate standard and quantity of consumables are not available with the third party and the equipment become non-functional due to lack of consumables, the **Swami Rama Himalayan University Jollygrant Dehradun** shall have the right to impose penalty for the revenue losses incurred by it on a daily-basis for the non-working days of the equipment. Further, **Swami Rama Himalayan University Jollygrant Dehradun** shall not, directly or indirectly, either itself or through any third party re-sell, market, or distribute the Reagents to a third party.
- c. The **Swami Rama Himalayan University Jollygrant Dehradun** shall use the Reagents and Equipment in accordance with the user manuals and instructions and trainings provided to the **Swami Rama Himalayan University Jollygrant Dehradun** by the Supplier. The **Swami Rama Himalayan University Jollygrant Dehradun** shall be responsible for any deviation in the use of the Reagents and Equipments from the instructions provided in the user manuals, instructions and training provided by the Supplier.
- d. That **Swami Rama Himalayan University Jollygrant Dehradun** shall undertake not to move / shift the Equipment, within or outside the Premises without specific written permission of the Supplier except when ownership is transferred to **Swami Rama Himalayan University Jollygrant Dehradun** . Notwithstanding anything specified in this general terms and conditions, the Supplier shall bear all risk of loss or damage to the Equipment during the course of his/her ownership of the equipment except arising due to gross misuse or negligence by **Swami Rama Himalayan University Jollygrant Dehradun** /its employees . All sales of the Reagents by the Supplier to the **Swami Rama Himalayan University Jollygrant Dehradun** shall be on the terms and conditions as stipulated in the Agreement, this general term and conditions and such

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other terms as may be specified by the Supplier in writing. The Supplier and **Swami Rama Himalayan University Jollygrant Dehradun** shall discharge all their respective obligations under the various tax laws.

8.1.2 The rights and obligation of the Supplier:

- a. The Supplier shall be responsible for the installation of the Equipment at the **Swami Rama Himalayan University Jollygrant Dehradun** laboratory. **Swami Rama Himalayan University Jollygrant Dehradun** to provide the required infrastructure for installation of the system, and be fully responsible for the same, viz., adequate table or floor space in a clean, dustfree environment with ambient temperature and quality power supply through an On-line UPS. The cost of installation of the Equipment shall be borne by the Supplier.
- b. At the time of installation the Supplier shall demonstrate the proper use of the Equipment to the qualified medical technicians of the **Swami Rama Himalayan University Jollygrant Dehradun** and other personnel regarding the proper use of the Equipment from time to time as required by **Swami Rama Himalayan University Jollygrant Dehradun** .
- c. The Supplier shall provide free service to the Equipment including replacement of spares during the course of his/her ownership of the equipment
- d. The Supplier shall provide paid service to the Equipment including replacement of spares after the ownership of the equipment has been transferred to **Swami Rama Himalayan University Jollygrant Dehradun** as per cost of maintenance state in clause 4
- e. The Supplier shall supply the Reagents to the **Swami Rama Himalayan University Jollygrant Dehradun** as per the Agreement and this general terms and conditions.
- f. The Supplier's representatives have the right to visit the **Swami Rama Himalayan University Jollygrant Dehradun** laboratory/Hospital (where the Equipment is/ are placed) during normal working hours to inspect the Equipment with prior intimation. During such inspections, Supplier's representative shall not be blocked or prevented from access to the Equipment by the **Swami Rama Himalayan University Jollygrant Dehradun** and/ or its employees or representatives.

8. 2. Risk and Title to the Equipment and Reagents

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8.2.1 It is expressly agreed that **Swami Rama Himalayan University Jollygrant Dehradun** shall gain ownership of the equipment as per conditions stated in clause 3. **Swami Rama Himalayan University Jollygrant Dehradun** shall always ensure that the equipment does not suffer any damage due to any act or omission on part of the **Swami Rama Himalayan University Jollygrant Dehradun** or any member of its staff till the time ownership is with the supplier.

8.2.2 The Reagents may be dispatched by air/ rail/ road, according to the availability and suitability of the mode of transport at the Supplier's absolute discretion. The risk and title in the Reagents shall pass from the Supplier to the **Swami Rama Himalayan University Jollygrant Dehradun** upon delivery of the Reagents to the **Swami Rama Himalayan University Jollygrant Dehradun** .

8.3 Representations and Warranties

8.3.1 Each Party ("**Warranting Party**") hereby represents and warrants to other Party that (a) The Warranting Party is duly incorporated and validly constituted under the laws of India; (b) The Warranting Party has all corporate powers and is duly qualified to do business as envisaged in this Agreement. There is no violation of any provision of its constitutional documents; (c) The Warranting Party has power and authority to execute, deliver and perform this Agreement and has taken all the necessary authorizations and/or approvals; (d) This Agreement constitutes legal, valid and binding obligations of the Warranting Party; (e) The Warranting Party has not contravened provision of any law, statute, rule or regulation or any order, writ, injunction or decree of any court or appropriate authority; and (f) There are no claims, investigations or proceedings before any court, tribunal or appropriate authority in progress or pending against or relating to the Warranting Party, which could reasonably be expected to prevent the Warranting Party from fulfilling its obligations under or arising from this Agreement.

8.3.2 In addition, **Swami Rama Himalayan University Jollygrant Dehradun** hereby represents and warrants that (a) all permissions, licenses, approvals from the appropriate authorities including the Drug Controller, Ethical Committee and other statutory/ municipal/ local authorities have obtained by **Swami Rama Himalayan University Jollygrant Dehradun** for the purposes of conducting the diagnostics tests including using the Equipment and the Reagents, and shall renew and maintain the same valid during the subsistence of this Agreement; (b) **Swami Rama Himalayan University Jollygrant Dehradun** including its employees, agents and others acting on its behalf are qualified to conduct/ perform the diagnostics tests including use of the Equipment and the Reagents. **Swami Rama Himalayan University Jollygrant Dehradun** including its employees and others acting

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on its behalf shall comply with all applicable existing and future laws, rules, regulations and acts of the Government (Central as well as the concerned State); and (c) **Swami Rama Himalayan University Jollygrant Dehradun** will conduct the diagnostics tests including use of the Equipment and the Reagents with due diligence and competence, and in accordance with the good industry practices. **Swami Rama Himalayan University Jollygrant Dehradun** shall be solely responsible and liable for all or any liability arising out of or due to conducting the diagnostics tests including use of the Equipment and the Reagents; and

8.3.3 Each Party shall indemnify and hold the other harmless from and against all loss, cost, expense, liability or damage of every kind and nature arising out of or resulting from the breach of its obligations, undertakings and representations under this Agreement.

8.3.4 The supplier indemnify and hold the **Swami Rama Himalayan University Jollygrant Dehradun** harmless from and against all loss, cost, expense, liability or damage of every kind and nature arising out of operation of equipment installed at the premises of **Swami Rama Himalayan University Jollygrant Dehradun**.

8.4 Relationship of Parties

8.4.1 The relationship contemplated and created by this Agreement between the Supplier and the **Swami Rama Himalayan University Jollygrant Dehradun** is on principal to principal basis and no general or special agency, distributorship, dealership, master and servant relationship or any relationship other than that of a supplier of the Reagents and a licensor of the Equipment on terms contained herein shall be or is intended to be created or implied by or under this Agreement and this Agreement shall always be construed accordingly. As such **Swami Rama Himalayan University Jollygrant Dehradun** shall (i) not incur or undertake any liability on behalf of the Supplier or in any way pledge or purport to pledge its credit or enter into any contract, agreements, arrangements or understandings or in any other way bind or attempt to bind the Supplier with respect to dealings with third parties; (ii) not grant any third party any rights whatsoever to the Equipment, either directly or indirectly, whether by lien, pledge, mortgage, hypothecation, attachment, assignment, lease, sublease or any other encumbrances existing in law or equity or otherwise; and (iii) not allow the use of Equipment and Reagents by any person other than its own trained staff/authorised persons.

8.5. Forecasting, Purchase Orders and Payment

8.5.1 Subject to Agreement and products and prices as specified in **Annexure B** of the Agreement, the **Swami Rama Himalayan University Jollygrant Dehradun** shall provide the

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Supplier with forecasts of the volume of the Reagents/consumables that the **Swami Rama Himalayan University Jollygrant Dehradun** intends to purchase in advance as per mutually decided period.

8.5.1 Swami Rama Himalayan University Jollygrant Dehradun shall place the purchase orders for the Reagents on a monthly basis. **Swami Rama Himalayan University Jollygrant Dehradun** agrees to make the payments to the supplier for outstanding within 30days of invoice subject to clause 7.2 & 7.3 of this agreement.

8.6. Notices

8.6.1 Any notice pursuant to this Agreement shall be in writing, and may be served by leaving it or sending it by registered email or registered post addressed to the respective addresses of each Party mentioned in the Agreement or to such other address as shall have been duly notified by either Party from time to time.

8.7 Intellectual Property Rights

8.7.1 The Parties agree that they will acquire no right to any intellectual property rights of other by placing and use of Equipment and Reagents since this Agreement relates only to use of Equipment and sale of Reagents for diagnostic purposes. The name and logo of the Equipment and Reagents and that of User including but not limited to all trademarks, patents, designs, copyrights, moral rights and other intellectual proprietary rights used in connection with this Agreement (hereinafter "IPR") are the exclusive property of the respective Party. Use of the IPR in any manner other than in such manner as expressly approved in this Agreement shall be only with prior written consent of the Party.

8.7.2 The provisions of this Clause shall survive the expiry/ termination of this Agreement.

8.8. Confidentiality

8.8.1 Each of the Parties recognizes, accepts and agrees that all information obtained or disclosed, including but not limited to all data, documents, applications, papers, statements, slips, programmes, plans and/or any business/ customer information, marketing strategies/plans and any and all other trade secrets, confidential knowledge or information of either Party relating to its business, practices and procedures (hereinafter collectively referred to as "Information") which may be provided or communicated by such Party to the other Party in connection with this AGREEMENT and/or in the course of performance under this AGREEMENT, is, shall be and

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shall remain the sole property of the Party providing such Information and shall be of a strictly private and confidential nature and shall be treated as confidential by the other Party.

- 8.8.2** During the term of this AGREEMENT and thereafter, neither Party shall not make use of any such Information for any purpose whatsoever which is not necessary for the discharge of its obligations under this AGREEMENT, or to the disadvantage of the Party providing such Information, nor shall the Party receiving such Information divulge it to anyone other than the Party providing the Information or persons designated by such Party.
- 8.8.3** All Information shall be returned forthwith by the Party receiving such Information to the Party providing the Information on the expiry or termination of this AGREEMENT.
- 8.8.4** The obligations of each of the Parties contained in this clause shall continue for the term of this AGREEMENT and Three (3) years after the termination of this AGREEMENT but shall not apply to any Information which: (a) is or hereafter comes into the public domain otherwise than through a breach by any Party of its obligations under this AGREEMENT; (b) is, at the time of disclosure, already known to the Party receiving the Information as evidenced by such Party's written documentation; (c) is independently developed by employees of the Party receiving the Information who have not had access to or received any such Information under this AGREEMENT; or (d) is required to be disclosed for the purpose of providing Assistance hereunder subject to the other Party's prior consent to the same.
- 8.8.5** Provided, however, that nothing contained in this clause shall prevent any Party from disclosing such Information to the extent required in or in connection with legal proceedings arising out of this AGREEMENT or any matter relating to or in connection therewith.
- 8.8.6** Neither Party shall issue any public statement concerning these arrangements or disclose the contents hereof or matters related thereto to the public or any third party except with the express prior written approval of the other Party or except as required under applicable law
- 8.8.7** The provisions of this Clause shall survive the expiry/ termination of this Agreement.

8.9. Termination

- 8.9.1** Either Party will have the right to terminate this Agreement, if the other Party: (a) makes an assignment for the benefit of creditors or a receiver or similar officer is appointed to take charge of all or part of its property, (b) is adjudged a bankrupt, or (c) defaults in any of its obligations under this Agreement (unless the defaulting Party remedies such default within Thirty (30) days of receipt of notice in writing from the other Party of such default).
- 8.9.2** In addition, Supplier/ Swami Rama Himalayan University Jollygrant Dehradun will have the right to terminate this Agreement, (a) at any time without cause by giving Thirty (30)

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written notice to the Swami Rama Himalayan University Jollygrant Dehradun /Supplier, or (b) if the Equipment malfunctions or does not work for more than 90 Days, or (c) If the Supplier defaults in supply the reagents/consumables (d) forthwith for any unlawful activity by the either Party or (f) In the event of any material alteration/ change in the constitution, organization or management of the Parties; or (d) In the event of any lawful authority ordering the Parties to terminate the Agreement. Additionally, if any direction or order from any authority is made, or there is any change in applicable statutes, rules and regulations or government policies, which prevents or significantly impairs the implementation of this Agreement or directly or indirectly so restricts the scope and exercise of rights and privileges of the Supplier so as to render the objectives of this Agreement impossible to achieve.

8.9.3 Parties shall not be relieved of their respective obligations expressly provided to survive this Agreement or any liability for damages resulting from a breach thereof.

8.10. Consequences of Expiry/ Termination

On expiration or sooner determination or purported determination of this Agreement, (a) Supplier shall forthwith take back at its own cost all equipment, tools, support assets, books, documents, papers manuals, technical catalogues, and any other material and property under ownership of the Supplier in the possession or control of **Swami Rama Himalayan University Jollygrant Dehradun**;; (b) all amounts payable by either Party prior to or as of the effective date of termination or expiry shall become immediately due and payable; (c) If the equipment is under the supplier's ownership and **Swami Rama Himalayan University Jollygrant Dehradun** wants to buy the Equipment, then **Swami Rama Himalayan University Jollygrant Dehradun** shall negotiate the buy-out price with the Supplier. If Supplier agrees to sell the Equipment then **Swami Rama Himalayan University Jollygrant Dehradun** shall pay the negotiated buy-out price of the Equipment on such terms as agreed between the Parties in writing. Alternatively, the **Swami Rama Himalayan University Jollygrant Dehradun** shall with immediate effect stop the use of the Equipment. In case the agreement is terminated before transfer of equipment to the Swami Rama Himalayan University Jollygrant Dehradun, the supplier shall buy back the reagents/consumable from the Swami Rama Himalayan University Jollygrant Dehradun, at a price specified in **Annexure B**.

8.10 Ethics and compliance

8.11.1 The Parties represents and warrants that they neither itself nor any party performing on its behalf under this Agreement, including its employees, officers, agents, subcontractors

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etc. shall violate in any manner the human rights, fundamental liberties, health and security of any person, pay bribes or practice corruption, nor damage the environment.

8.11.2 The Parties further represents and warrants that shall comply fully with all applicable laws and regulations related to anti-bribery or anti-corruption;

8.11 Data Protection

8.11.1 Buyer Personal Data

Each Party accepts that identity, address and telephone details of individuals issued from their resources are used by the Other and other group entities of the Party, in conformity with the provisions of applicable personal data regulation, in particular with the Information Technology Act, 2000 and the Rules issued thereunder including (Indian) Information Technology (Reasonable Security Practices and procedures and sensitive personal data or information) Rules, 2011 ("Data Protection Rules") as may be amended or replaced from time to time, both together referred to as "Data Protection Laws"; if applicable and to the extent applicable. The Personal Data (as defined under the Data Protection Laws) are for the exclusive use of group entities of the Parties, in order to answer other Party's requirements and any associated question from them. In accordance with the Data Protection Laws, individuals (data subjects) from either Party have the right to access, object, modify, rectify, request of copy, transmit to another controller their Personal Data and the right to be forgotten. For these purposes, individuals (data subjects) from the Parties can contact Data Privacy/Protection Officer of the respective Parties.

8.11.2 Patient Data

In relation to the service of the Equipment as per the terms of this Agreement or the quality control of the Equipment According to the Data Protection Laws and after reception of the written instructions of Swami Rama Himalayan University Jollygrant Dehradun, the Supplier undertakes to set up, from the beginning of the operation, appropriate devices and safety procedures, so as to guarantee strictly the safety, the integrity and the confidentiality of the Personal Data pertaining to the Swami Rama Himalayan University Jollygrant Dehradun. In that regard, the patient Personal Data shall be anonymized if required.

8.11.2 Personal Data Processor

8.11.3 If subcontracting takes place to process or to host Personal Data of the Swami Rama Himalayan University Jollygrant Dehradun or patient Personal Data, the Supplier undertakes (i) to only act on the written instructions from the Swami Rama Himalayan University Jollygrant Dehradun as the data controller, (ii) to ensure that people

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processing or hosting the personal data are subject to a duty of confidence, (iii) to take appropriate measures to ensure the security processing or hosting services, (iv) to only engage sub-contractors, if any, with the prior written consent of the Swami Rama Himalayan University Jollygrant Dehradun as the data controller and under a written contract, (v) to assist the Swami Rama Himalayan University Jollygrant Dehradun as the data controller, in providing data subjects access, and allowing data subjects to exercise their personal rights in accordance with the Data Protection Law, (vi) to assist the Swami Rama Himalayan University Jollygrant Dehradun as the data controller, in meeting its own obligations in relation to the security of processing, the notification of Personal Data breaches, and data protection impact assessment if any, (vii) to delete or return all Personal Data to the Swami Rama Himalayan University Jollygrant Dehradun as the data controller, as requested at the end of the contract with the Supplier, (viii) to submit to audits or inspections if required and (ix) to tell Supplier Data Privacy/Protection Officer immediately if it is asked by the Swami Rama Himalayan University Jollygrant Dehradun or other persons to do something infringing Data Protection Law.

8.11.4 Each Party agrees to indemnify and keep indemnified the other for any loss or damage suffered by the other in relation to any breach by the Party of its obligations under the Data Protection Laws.

8.11.5 The provisions of this Clause shall survive the expiry/ termination of this Agreement.

8.12 Miscellaneous

8.12.1 This Agreement is made in, governed by, and shall be construed in accordance with the laws of India. Subject to arbitration as specified herein, the Parties submit to the exclusive jurisdiction of the Courts at Dehradun only.

8.12.2 This Agreement contains the entire agreement between the Parties with respect to its subject matter, and supersedes any prior discussion, proposals, agreements, arrangements, whether written or oral, between the Parties. No modification or amendment to this Agreement shall be valid unless signed by the Parties in writing.

8.12.3 If any of the provisions of this Agreement is judged to be illegal or unenforceable, the rest of the agreement shall continue in full force and effect of the remainder of them will not be prejudiced.

8.12.4 No waiver by a Party of a failure or failures by any other Party to perform any provision of this Agreement shall operate or be construed as a waiver in respect of any other or further failure whether of a like or different character.

8.12.5 The Parties shall not be entitled assign this Agreement or any of its rights and/or obligations hereunder without the prior consent in writing of the other except to its Subsidiaries/Affiliates/Associates.

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Swami Rama Himalayan University

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Proprietor
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- 8.12.6** The Parties shall use their reasonable endeavours to mitigate any loss, damage, liability, expenses and costs arising due to or under this Agreement. Either Party shall not be responsible for delays, defaults and breaches occasioned as a result of an act or omission of the other Party.
- 8.12.7** The failure or inability of either Party to comply with the terms and conditions of this Agreement due to causes beyond such Party's reasonable control, including, without limitation, war, fire, flood, civil disobedience, riots and acts of God ("**Force Majeure**"), shall not be deemed a breach of this Agreement provided that such Party shall have used all reasonable endeavours in the circumstances to avoid or minimise the effects of any such delay or failure and to perform such obligations notwithstanding the Force Majeure which have occurred. The Party claiming Force Majeure shall promptly notify the other of any Force Majeure event within 2 days of occurrence of such event. In such a case, the obligations of each Party shall not terminate but shall be suspended for the period during which a Force Majeure event continues. If a Force Majeure event continues for a period exceeding One month, the Parties shall review in good faith the desirability of and the conditions for terminating this Agreement.
- 8.12.8** Both the Parties will endeavour to resolve by mutual negotiation any dispute, differences, controversy or claims arising out of or in relation to, this Agreement, including the scope, validity, existence and the interpretation hereof, the activities performed hereunder, or for the breach hereof, arising between them in connection with this Agreement (herein after the "**Dispute**"). Any and all Dispute(s), which cannot be satisfactorily resolved by mutual negotiation within 30 days of issue of a notice by a Party, shall be finally settled by arbitration under the Arbitration and Conciliation Act, 1996, including any statutory modifications, amendments, re-enactments thereof from time to time, by reference to the sole arbitration appointed by mutual consent of the Parties, whose decision shall be final and binding on every matter arising herein. Such arbitration shall be conducted at Delhi, India, and the language of such arbitration proceedings shall be English. The arbitration agreement contained herein shall be governed by the laws in effect in India. The arbitration award shall be final.
- 8.12.9** Throughout the tenure of the agreement the supplier shall maintain/ensure the uptime of the equipment at 98%.

IN WITNESS WHEREOF, the parties hereto have executed this agreement the day and year first above written

Date: _____

Witness: _____

QIAGEN INDIA PVT LTD, (Supplier)

39,Samyak Towers 2nd Floor Pusa Road,

Neelam Ahluwalia
Registrar
Swami Rama Himalayan University

Revive Healthtech & Industrial Solutions
[Signature]
Proprietor

New Delhi-110005 through our authorized distributor

Date: _____

Witness: Ms. Swati Aswal

Revive Healtech and Industrial Solution

House No-5, Rajeshwar Nagar Phase-1,
Sahastradhara Road, Dehradun-248001

Mob- +91-70171150

Email- revivehis@gmail.com

Revive Healthtech & Industrial Solutions
Swati Proprietor

Date: _____

: _____

Swami Rama Himalayan University

Swami Ram Nagar, Jolly Grant
Dehradun - 248016, Uttarakhand, India

Neelam Mathur

Registrar

Swami Rama Himalayan University

Date: _____

Witness: _____

ANNEXURE A

Equipment Name

S. No.	Product	Product Code	Price (INR)	Site Name & Address (Premises)
1	Rotor Gene Q Splex MDx	9002021	13,00,000	SWAMI RAMA HIMALAYAN UNIVERSITY Swami Ram Nagar, Jolly Grant Dehradun - 248016, Uttarakhand, India

ANNEXURE B

S.No.	Test/Catalogue No	Kit Size	Make	MRP	Dis%	Final Price	GST
1	HBV Quantitative/4506263	24	Qiagen	36820	20%	29456	5%
2	HCV Quantitative/4518263	24	Qiagen	44640	20%	35712	5%
3	QIAamp Minelute Virus	50	Qiagen	20560	20%	16448	12%

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	Spin kit						
4	QIAamp DNA Mini Kit (50)/51304	50	Qiagen	11030	20%	8824	12%
5	QIAamp Viral RNA Mini Kit (/52904	50	Qiagen	19610	20%	15905	12%
6	Qiascreen HPV			60670	20%	48536	
7	PCR Tube 0.2 ml,1000/981005	1000	Qiagen	14100	20%	11280	12%
8	HotStarTaq DNA Polymerase (250 U)/203203	250	Qiagen	11070	20%	8856	12%
9	dNTP Set, PCR Grade (4 x 250 µl)/201913	4X250	Qiagen	16580	20%	13264	12%
10	QuantiTect Reverse Transcription Kit (50)/205311	50	Qiagen	21610	20%	17288	12%
11	HSV 1&2 Qualitative/4500263	24	Qiagen	36190	20%	28952	12%
12	BKV Quantitative/4514263	24	Qiagen	37955	20%	30364	12%
13	EBV Quantitative/4501263	24	Qiagen	37934	20%	30347	12%
14	VZV Quantitative/4502263	24	Qiagen	37900	20%	30320	12%
15	CMV Quantitative/4503263	24	Qiagen	37900	20%	30320	12%
16	Parvo B19 Quantitative/4504263	24	Qiagen	40900	20%	32720	12%
17	HIV Quantitative/4513263	24	Qiagen	39110	20%	31288	12%
18	Malaria Quantitative	24	Qiagen	43570	20%	34856	12%
19	CareTB/4831024	48	Qiagen	30083	20%	24066	12%
20	QIAamp DSP Virus kit/60704	50	Qiagen	30800	20%	24640	12%
21	QIAamp DNA FFPE Tissue Kit/56404	50	Qiagen	15530	20%	12424	12%
22	DNA Blood Mini Kit	50	Qiagen	23475	20%	18780	12%
23	Allplex™ 2019-nCoV Assay (Seegene)	100	Seegene	96000	15%	81600	12%
24	artus Infl/H1 LC/RG RT-PCR Kit (24)RUO	24	Qiagen	40400	20%	32320	12%
25	HCV-Genotype-FRT	55	Amplisense	154792	25%	116094	12%

Neelini Abhatnagar
Registrar
Swami Rama Himalayan University

Home Healthtech & Industrial Solutions
Savitri Proprietor