

# (DEEMED TO BE UNIVERSITY) Recognised under Sec. 3(A) of the UGC Act 1956 Accredited by NAAC with 'A' Grade

## MOU related information and documentary proof

SI.	Name of the Institution	Country	Year of
No.		Country	commencement
1	Suleyman Demirel University	Turkey	01.10.2020
2	American Heart Association	New York	21.11.2019
3	Ghana India Trade Advisory Chamber	Ghana	26.10.2019
4	The Republic of Uganda	Uganda	24.10.2019
5	Association of Chartered Certified	United Kingdom	20.08.2019
	Accountants of Adelphi		
6	Rwanda High Commission	Africa	05.08.2019
7	Malawi High Commission	Africa	22.07.2019
8	The Ministry of Health and Child Care	Zimbabwe	26.06.2019
9	St. Albert's College of Medicine and Health Sciences	Ghana	17.06.2019
10	Pentecost University College	Ghana	17.06.2019
11	Ghana India Trade Advisory Chamber	Ghana	17.06.2019
12	Gulf Medical University	United Arab Emirates	03.04.2019
13	University of Queensland	Australia	26.03.2019
14	Ghana Health Service, Accra,	Ghana	18.03.2019
15	The Universidade Estadual Paulista "Julio De Mesquita Filho" – UNESP,	Brazil	16.01.2019
16	Norges TekNisknaturvitenskap elige Universities (NTNU)	Norway	
	The Olav Thon foundation & Linkopping University, Linkoping	Swedan	18.09.2018
	Research Center Borstel - Leibniz Center for Medicine and Biosciences, FZB, Borsetel	Germany	

17	Monash University	Australia	02.07.2018
18	Faculty of Medicine and Health Sciences, University of Malaysia	Malaysia	25.04.2018
19	International Union Against TB and Lung Diseases (The Union), Paris	France	29.08.2017
20	The University of North Carolina at Chapel Hill ("UNC-Chapel Hill")	United states of America	24.07.2017
21	The Catholic University, San Antonio in Murcia	Brazil	22.06.2017
22	Equipo Argentino De Antropologia Forense	Argentina	05.05.2016
23	Johannes Guttenberg University	Germany	15.02.2016
24	Centrosculturales DE Mexico, A.C., owner of Universidad Panamericana	Mexico	01.12.2015
25	HACETTEPE University Ankara	Turkey	01.06.2015
26	Teesside University	UK	01.05.2015
27	MediAcion	Germany	09.02.2015
28	Hospital Tengku Ampuan Rahimah Dept. of Oral and Maxillofacial Surgery	Malaysia	25.11.2014
29	University of Porto	Portugal	07.11.2012
30	Duquense University, Pittsburgh	USA	01.07.2011
31	University of Murcia Spain	Spain	21.04.2011

Registrar
YENEPOYA
(Deemed to be University)





## MEVLANA DEĞİŞİM PROGRAMI PROTOKOLÜ

#### MEVLANA EXCHANGE PROGRAM PROTOCOL

Bizler, aşağıda imzaları bulunan yükseköğretim kurumları olarak, kurumlarımız arasında Mevlana Değişim Programı kapsamında işbirliği yapmayı kararlaştırmış bulunmaktayız.

As being higher education institutions having signatures below, we have agreed on collaborating between our institutions in the scope of Mevlana Exchange Program.

2547 sayılı Yükseköğretim Kanunu ve 28034 sayılı ve 23 Ağustos 2011 tarihli Mevlana Değişim Programına İlişkin Yönetmelik ve Mevlana Değişim Programı Kapsamında Yükseköğretim Kurumlarına Aktarılacak Tutarların Kullanımı, Muhasebeleştirilmesi, Yapılacak Ödemeler İle İlgili Diğer Hususlara İlişkin Esas ve Usuller ile konuyla ilgili diğer mevzuata uygun bir biçimde, aşağıda yer alan alanlarda, belirtilen faaliyetlerde ve kararlaştırılan sayılarda öğretim elemanı ve öğrenci değişiminde bulunmaya karar veren kurumlar olarak, Mevlana Değişim Programı kapsamında yer alan ilke ve koşullara eksiksiz bir biçimde uymayı ve değişimi gerçekleştirmeyi taahhüt ederiz.

As being the institutions agreed academic staff and student exchange, we under take to concur with principles and conditions set forth in Mevlana Exchange Program and accomplish the Exchange in compliance with activities and numbers of academic staff and in line with "HigherEducation Law (No:2547), Regulation on Mevlana Exchange Program (No:28034 – Date:23 August 2011)" and "PrinciplesandProcedures on USE, Accounting of the Amounts to be Trasferred to Higher Education Institutions and Other Relevant Matters On the Payments to be made in the Scope of Mevlana Exchange Program" of Mevlana Exchange Program.

Bu Protokol, .....tarihinde iki asıl nüsha olarak yapılmış olup.....tarihine kadar geçerlidir.

Effective until 1 1 20 of 30 Sept 2025

Prof. Dr. İker: Hüseyin ÇARIKÇI Süleyman Deminel Üliyersitesi Rektörü (Rector af Çuleyman Denirel University)

Yenepoya Üniversitesi Rektörü (Rector of Yenepoya University)

Or Gangadhara Somayaji Registrar Venepoya (Deemed to be University) Mangalore 575 018

Taraf-Contractor	YENEPOYA ÜNİVERSİTESİ / YENEPOYA (DEEMED TO BE) UNIVERSITY
Kurum Koordinatörü Institution co-ordinator	Dr. Gangadhr Somayaji Registrar   Yenepoya (Deemed to be) University Coordinator/ International Affairs@Collaboration. Mangalore, INDIA Tel+91-824-2206000/5082 E-mail: iac@yenepoya.edu.in  Adress: University Road, Deralakatte Mangalore 575018-Karnataka-INDIA
Taraf-Contractor	TÜRKİYE CUMHURİYETİ SÜLEYMAN DEMİREL ÜNİVERSİTESİ / SULEYMAN DEMİREL UNIVERSITY OF THE REPUBLIC OF TURKEY
Kurum Koordinatörü – Institution co-ordinator	Prof. Dr. Haluk SONGUR Suleyman Demirel University Mevlana Exchange Programa Co-Ordinator Tel: 0 246 211 8276 Faks: 0 246 211 8279 E-mail: mevlana@sdu.edu.tr Web: http://mevlana.sdu.edu.tr Address: Süleyman Demirel Üniversitesi Mevlana Değişim Programı Koordinatörlüğü, 32260 Çünür /ISPARTA

# ÖD: Öğrenci Değişimi/ SE: Student Exchange

## Tıp Fakültesi/ Faculty of Medicine

Alan Adı	Alan Adı	Ön Lisans	Lisans	Yüksek Lisans	Doktora	Gönderen	Kabul eden	Öğrenci Sayısı	Değişim Süresi (Ay)
Field Name	Field Name	Associate Degree	Bachelor Degree	MA	PhD	Home Institution	Host Institution	Student Number	Exchange Duration (Month)
Тір	Medicine		2	1	1	Suleyman Demirel University	Yenepoya (Deemed To Be) University	4	4 ay 4 months
Medicine	Тір		2	1	1	Yenepoya (Deemed To Be) University	Suleyman Demirel University	4	4 ay 4 months

Sağlık Bilimleri Fakültesi/Faculty	of Health Science
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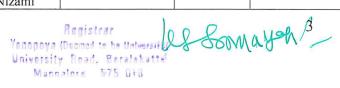
Alan Adı	Alan Adı	Ön Lisans	Lisans	Yüksek Lisans	Doktora	Gönderen	Kabul eden	Öğrenci Sayısı	Değişim Süresi (Ay)
Field Name	Field Name	Associate Degree	Bachelor Degree	MA	PhD	Home Institution	Host Institution	Student Number	Exchange Duration (Month)
Hemşirelik	Nursing		2	1	1	Suleyman Demirel University	Yenepoya (Deemed To Be) University	4	4 ay 4 months
Nursing	Hemşirelik		2	1	1	Yenepoya (Deemed To Be) University	Suleyman Demirel University	4	4 ay 4 months
Fizik Tedavi ve Rehabilitasyon	Physiotherapy and Rehabilitation		2	1	1	Suleyman Demirel University	Yenepoya (Deemed To Be) University	4	4 ay 4 months
Physiotherapy and Rehabilitation	Fizik Tedavi ve Rehabilitasyon		2	1	1	Yenepoya (Deemed To Be) University	Suleyman Demirel University	4	4 ay 4 months

T the	Diş H	ekimliği	Fakült	esi/ <mark>Fa</mark>	culty o	f Dentistr	y		1 - 9
Alan Adı	Alan Adı	Ön Lisans	Lisans	Yüksek Lisans	Doktora	Gönderen	Kabul eden	Öğrenci Sayısı	Değişim Süresi (Ay)
Field Name	Field Name	Associate Degree	Bachelor Degree	MA	PhD	Home Institution	Host Institution	Student Number	Exchange Duration (Month)
Diş Hekimliği	Dentistry		2	1	1	Suleyman Demirel University	Yenepoya (Deemed To Be) University	4	4 ay 4 months
Dentistry	Diş Hekimliği		2	1	1	Yenepoya (Deemed To Be) University	Suleyman Demirel University	4	4 ay 4 months

Rehisträf Yenepoye (Deemed to be University).
University Road, Deralakatte
Mangalore 575 018

	Ecza	acılık Fa	kültesi/	Facult	ty of Ph	armachy			
Alan Adı	Alan Adı	Ön Lisans	Lisans	Yüksek Lisans	Doktora	Gönderen	Kabul eden	Öğrenci Sayısı	Değişim Süresi (Ay)
Field Name	Field Name	Associate Degree	Bachelor Degree	MA	PhD	Home Institution	Host Institution	Student Number	Exchange Duration (Month)
Eczacılık	Pharmachy		2	1	1	Suleyman Demirel University	Yenepoya (Deemed To Be) University	4	4 ay 4 months
Pharmachy	Eczacılık		2	1	1	Yenepoya (Deemed To Be) University	Suleyman Demirel University	4	4 ay 4 months

ÖEH: Ö	İğretim Elem <mark>an</mark> ı	. Harekei	tliliği/ ASM	: Academic Sta	aff Mobili	ty
	Tıp Fa	akültesi/	Faculty of I	Medicine		
		Öğretim Üyesi Sayısı	Yükseköğ	retim Kurumu	Dönem Olarak Toplam Süre	Haftalık Ders Saati
Ders Verilen Alan veya Faaliyetler	Field of Teaching or Activities	Number	Higher Edu	cation Institution	Charles and Charle	
		of	G: I	W 1 1 1	Total Duration	Weekly Course
		Academic Staff	Gönderen Home Institution	Kabul eden  Host Institution	in Period	Hour
Тір	Medicine	2	Suleyman Demirel University	Yenepoya (Deemed To Be) University	1 -12 hafta 1- 12 weeks	Min 6 saat Min 6 hour
Тір	Medicine	2	Yenepoya (Deemed To Be) University	Suleyman Demirel University	1 -12 hafta 1- 12 weeks	Min 6 saat Min 6 hour
	Sağlı <mark>k Bili</mark> mler	i <mark>Fakü</mark> lte	es <mark>i/Faculty</mark>	of Health Scien	nce	
Ders Verilen Alan veya	Field of Teaching	Öğretim Üyesi Sayısı	Yükseköğ	retim Kurumu	Dönem Olarak Toplam Süre	Haftalık Ders Saati
Faaliyetler	or Activities	Number	Higher Educ	cation Institution	75-4-1	
		of	Gönderen	Kabul eden	Total Duration	Weekly Course
		Academic Staff	Home Institution	Host Institution	in Period	Hour
Hemşirelik	Nursing	2	Suleyman Demirel University	Yenepoya (Deemed To Be) University	1 -12 hafta 1- 12 weeks	Min 6 saat Min 6 hour
Hemşirelik	Nursing	2	Yenepoya (Deemed To Be) University Nizami	Suleyman Demirel University	1 -12 hafta 1- 12 weeks	Min 6 saat Min 6 hour



Fizik Tedavi ve Rehabilitasyon	Physiotherapy and Rehabilitation	2	Suleyman Demirel University	Yenepoya (Deemed To Be) University Nizami	1 -12 hafta 1- 12 weeks	Min 6 saat Min 6 hour
Fizik Tedavi ve Rehabilitasyon	Physiotherapy and Rehabilitation	2	Yenepoya (Deemed To Be) University Nizami	Suleyman Demirel University	1 -12 hafta 1- 12 weeks	Min 6 saat Min 6 hour
	Diş Hekiml	iği Fakül	lt <mark>esi/ Facult</mark>	y of Dentistry		
		Öğretim Üyesi Sayısı	Yükseköğ	retim Kurumu	Dönem Olarak Toplam Süre	Haftalık Ders Saati
Ders Verilen Alan veya	Field of Teaching		Higher Educ	cation Institution		
Faaliyetler	or Activities	Number			Total	Weekly Course
		of Academic	Gönderen	Kabul eden	Duration	Hour
		Staff	Home Institution	Host Institution	in Period	
Diş Hekimliği	Dentistry	2	Suleyman Demirel University	Yenepoya (Deemed To Be) University	1 -12 hafta 1- 12 weeks	Min 6 saat Min 6 hour
Diş Hekimliği	Dentistry	2	Yenepoya (Deemed To Be) University	Suleyman Demirel University	1 -12 hafta 1- 12 weeks	Min 6 saat Min 6 hour
54	Eczacılık l	Fakültesi	i/ Faculty of	f Pharmachy	-	
;		Öğretim Üyesi Sayısı	Yükseköğ	retim Kurumu	Dönem Olarak Toplam Süre	Haftalık Ders Saati
Ders Verilen Alan veya	Field of Teaching		Higher Educ	cation Institution		
Faaliyetler	or Activities	Number	===		Total	Weekly Course
		of Academic	Gönderen	Kabul eden	Duration	Hour
		Staff	Home Institution	Host Institution	in Period	
Eczacılık	Pharmachy	2	Suleyman Demirel University	Yenepoya (Deemed To Be) University	1 -12 hafta 1- 12 weeks	Min 6 saat Min 6 hour
Eczacılık	Pharmachy	2	Yenepoya (Deemed To Be) University	Suleyman Demirel University	1 -12 hafta 1- 12 weeks	Min 6 saat Min 6 hour

Registrar Yenepoya (Deemed to be University) University Road, Deralakatte Mangalore 575 018

lef Somiayon/



# **International Training Agreement**

Company Information: International Training Center ("ITC"): Advanced Comprehensive Clinical Training and Simulation Center, Yenepoya University University Road, Deralakatte, Mangalore, Karnataka 575018, Address: Form of Organization: Not for Profit / University

This Agreement is between the American Heart Association, Inc. ("AHA"), a New York not-for-profit corporation, having its principal offices at 7272 Greenville Avenue, Dallas, Texas 75231-4596, and ITC. IN CONSIDERATION of the mutual promises contained herein, the parties agree as follows:

1. Term: Beginning Date: November 21, 2019. Ending Date: November 21, 2022. This Agreement will be in effect for a period of Three (3) calendar years. It may be renewed for additional one (1) year periods by letter issued from AHA.

# 2. AHA ECC Courses to be Taught by ITC:

Basic Life Support

Advanced Cardiac Life Support

Provider Course(s)

Provider Course(s)

Instructor Course(s)

Instructor Course(s)

- 3. Geographic Territory: India
- 4. Insurance: \$1 million US

ITC will obtain and maintain at its expense, commencing upon the beginning date of this Agreement and during its entire term, liability insurance from a qualified insurance carrier, as set out above. This policy will specify that it may not be modified or canceled by the insurer, except after thirty (30) days prior written notice by the insurer. Upon execution of this Agreement ITC will provide the AHA with a certificate of insurance showing the required coverage.

- 5. Copyrights: ITC acknowledges and agrees that the AHA owns all copyrights in the ECC Materials, and ITC may not copy, or permit others to copy, distribute, perform or make derivative works based upon the ECC Materials, Course Completion Cards, or eCards.
- 6. Marks: ITC acknowledges the AHA's trademark rights and ownership of the name "American Heart Association", the heart-and-torch trademark and slogans (e.g., "Life is Why") (hereinafter "AHA Marks"). ITC will not use or display the AHA Marks. ITC shall not apply for any trademark registrations with respect to any AHA Marks or any marks similar to the AHA Marks.
- 7. Entire Agreement: This Agreement, including the terms and conditions set out on Page Two, contains the entire agreement between the parties relating to the rights granted and the obligations assumed.

EXECUTED by the parties on the date(s) set out below.

. all date(3) set out be
American Heart, Association, Inc.
Signature:
Name: Keith Jansen
Title: SVP, International
Date: November 21, 2019

Signature:	Bomayon 2
	Gangadhara Somayaji Registrar
Title:	Registrar
Yenepo Date:	ya (Deemed to be University) Mangalore 575 018



life is why

## **International Training Agreement**

Company Information:	Advanced Comprehensive Clinical Training and Simulation
International Training Center (110).	Center Yenepova University
	University Road, Deralakatte, Mangalore, Karnataka 575018,
Address:	India
Form of Organization:	Not for Profit / University

This Agreement is between the American Heart Association, Inc. ("AHA"), a New York not-for-profit corporation, having its principal offices at 7272 Greenville Avenue, Dallas, Texas 75231-4596, and ITC. IN CONSIDERATION of the mutual promises contained herein, the parties agree as follows:

1. Term: Beginning Date: November 28, 2017. Ending Date: November 28, 2019. This Agreement will be in effect for a period of Two (2) calendar years. It may be renewed for additional one (1) year periods by letter issued from AHA.

## 2. AHA ECC Courses to be Taught by ITC:

Basic Life Support

Advanced Cardiac Life Support

Provider Course(s)

Provider Course(s)

Instructor Course(s)

Instructor Course(s)

3. Geographic Territory: India 4. Insurance: \$1 million (US\$)

ITC will obtain and maintain at its expense, commencing upon the beginning date of this Agreement and during its entire term, liability insurance from a qualified insurance carrier, as set out above. This policy will specify that it may not be modified or canceled by the insurer, except after thirty (30) days prior written notice by the insurer. Upon execution of this Agreement ITC will provide the AHA with a certificate of insurance showing the required coverage.

- 5. Copyrights: ITC acknowledges and agrees that the AHA owns all copyrights in the ECC Materials, and ITC may not copy, or permit others to copy, distribute, perform or make derivative works based upon the ECC Materials, Course Completion Cards, or eCards.
- 6. Marks: ITC acknowledges the AHA's trademark rights and ownership of the name "American Heart Association", the heart-and-torch trademark and slogans (e.g., "Life is Why") (hereinafter "AHA Marks"). ITC will not use or display the AHA Marks. ITC shall not apply for any trademark registrations with respect to any AHA Marks or any marks similar to the AHA Marks.
- 7. Entire Agreement: This Agreement, including the terms and conditions set out on Page Two, contains the entire agreement between the parties relating to the rights granted and the obligations assumed.

EXECUTED by the parties on the date(s) set out below.

American Heart Associa	
Signature: 2/ /L	2
Name: Michael Herbert	
Title: Director, Internation	nal Operations
Date: 11/28/17	9-

International Trainir	
Signature:	181
Name:	Or, G. Shreekumar Menon
Title:	Registrar Yenepoya University Mangaluru - 575 018
Date: 04.12.	2017 Mangaluru - 575 010

#### 8. Definitions:

(a) "Program Guidelines" means the current Guidelines for Cardiopulmonary Resuscitation and Emergency Cardiovascular Care, Program Administration Manual: Guidelines for Program Administration and Training (hereinafter "PAM"), and AHA Instructor's Manuals, as they may be amended and/or supplemented by the AHA from time to time.

(b) "Course Completion Cards" or "Cards" are defined as documents made available or provided by AHA, and which indicate a student's successful completion of a specified Course.

(c) "Course" or "Courses" are defined as those courses that follow the curricula of the AHA and teach emergency cardiovascular care according to the Program Guidelines.

(d) "ECC Materials" are defined as emergency cardiovascular care textbooks and materials

published by the AHA.

(e) "eCards" means those electronic records that Training Centers may distribute to, or provide access to, students pursuant to Program Guidelines to indicate that the student participated in or successfully completed a Course.

(f) "Instructors" are individuals who have successfully completed AHA authorized Provider and Instructor training and who are authorized by ITC to teach Provider courses to other individuals.

(g) "Training Sites" are organizations engaged or authorized by ITC to teach Courses under the auspices of ITC.

9. ITC Role and Responsibilities:

(a) ITC will teach Courses only within the Geographic Territory, and agrees to do so in compliance with the Program Guidelines.

(b) ITC may contract with other entities (hereinafter "Training Sites") who agree to teach Courses under the direction and guidance of ITC. ITC assumes full responsibility for the actions and performance of the Training Sites, and will ensure that Training Sites teach in compliance with the Program Guidelines.

(c) Periodically, as requested by the AHA, ITC will provide the AHA with a current and accurate list of Training Sites, Instructors, the number of students taught, and such other information as may be requested by AHA but only to the extent allowed by local law and the terms of any applicable consent, if

required.

(d) ITC will insure that each student has individual possession of an authorized Course-specific textbook before, during, and after training.

(e) ITC will be responsible for the issuance and security of Course Completion Cards and eCards as outlined in the Program Guidelines: (i) ITC will establish a system for ensuring that Cards are issued only to authorized Training Sites. (ii) ITC and its authorized Training Sites will only issue the appropriate course-specific Course Completion Card or eCard to each student who successfully completes

the applicable Course.

(f) ITC will obtain any and all required licenses, permits or documentation and is solely responsible for compliance with all laws and regulations applicable to training activities conducted under this Agreement. ITC will obtain any required or appropriate consent from each student before sharing that student's name and Course completion information with the AHA through AHA's online systems (which systems may include data storage outside of ITC's Territory).

10. Relationship of Parties:

The parties acknowledge and agree that each is an independent entity and, as such, neither party may represent itself as an employee, agent, or representative of the other; nor may it incur any

obligations on behalf of the other party.

11. Termination:

(a) The Agreement may be terminated by either party, without cause, upon sixty (60) calendar days' prior written notice.

(b) Either party may terminate this Agreement if the other party breaches any term or condition of this Agreement and fails to cure the breach within thirty (30) calendar days after receipt of written notice by the non-defaulting party. The following will also constitute breach or default under this Agreement: (i) Failure to exist or operate as a legal entity or to maintain an office address; or (ii) Assignment for the benefit of creditors, becoming generally insolvent, being placed in receivership or the filling by or against a party of a petition for bankruptcy or for entity reorganization under any bankruptcy act or similar statute.

(c) The AHA may terminate this Agreement upon written notice if it determines, in its sole discretion, that any of the activities permitted or contemplated under this Agreement pose a significant legal or

business risk to the AHA.

(d) Notwithstanding anything to the contrary in this Agreement, AHA may terminate this Agreement if ITC or any Training Site conducts Courses in any country on which the United States government or other governmental entity (except those that are contrary to United States' laws), that (i) imposes sanctions that would prevent the AHA from conducting Courses either directly or indirectly in the country or (ii) for which ITC, Training Site or AHA must obtain a license from the applicable government to conduct Courses. If the United States government should impose sanctions on any country named in the Geographic Territory, the AHA at its option may (i) immediately terminate this Agreement as to that country in which event ITC and its Training Sites will immediately cease conducting Courses in the country, or (ii) may immediately terminate this Agreement in its entirety upon written notice to ITC.

(e) ITC will not distribute any AHA Course Completion Cards or eCards or designate itself, in any manner or any place, as an authorized ECC training center of AHA after this Agreement has been terminated or expired. In addition to any remedies by law or in equity available to AHA, ITC will pay the AHA Two Hundred Dollars (200 US\$) as a penalty for each Course Completion Card issued after termination or expiration of this Agreement. Upon shall have no liability or obligations to ITC, and ITC shall retain no rights under this Agreement.

12. Warranties:

(a) ITC warrants and represents to the AHA that as of the effective date and at all times during the term of this Agreement: (i) ITC, its agents, affiliates, members, representatives, distributors, contractors, and Training Sites will be in compliance with this Agreement, the provisions of the U.S. Foreign Corrupt Practices Act and all applicable U.S., local, state and federal laws and regulations, and applicable laws or regulations of any jurisdictions whose laws may apply; (ii) ITC is not a tobacco company, or a tobacco company corporate subsidiary or parent, nor does it receive revenue from "Subsidiary" and "parent" are tobacco products. defined as an entity in which there exists a direct or indirect Five Per Cent (5%) or greater ownership interest by a tobacco company.

(b) EXCEPT AS EXPRESSLY SET OUT IN THIS

(b) EXCEPT AS EXPRESSLY SET OUT IN THIS AGREEMENT, THERE ARE NO WARRANTIES, EXPRESS OR IMPLIED, BY OPERATION OF LAW

OR OTHERWISE.

13. Indemnification and Liability:

(a) ITC will indemnify, defend and hold harmless

the AHA and its directors, officers, employees. members, agents, distributors. successors and assigns from and against all suits, proceedings, actions, demands, claims, losses, liability, damages or expenses (including reasonable attorneys' fees and legal costs) arising from (i) ITC's performance or breach of its obligations under this Agreement, (ii) ITC's operation activities and/or distribution of Course Completions Cards, (iii) any breach or alleged breach of ITC's representations or warranties, (iv) any act or omission of ITC in any country in the Geographic Territory, and (v) any act or omission of Training Sites, Instructors, ITC's affiliates, agents, partners or representatives.

(b) The AHA will not be liable for any indirect, special, consequential or incidental damages, including lost profits or any other kind of damages, even if it has been warned of the possibility of such loss or damage. In no event will the AHA's liability under this Agreement exceed \$1,000 (US\$).

14. Force Majeure: Neither party will be in default under this Agreement, if such results, whether directly or indirectly, from fire, explosion, strike, freight embargo, vis major, or of the public enemy, war, terrorism, civil disturbance, act of any government, de jure or de facto, or agency or official thereof, labor shortage, transportation contingencies, unusually severe weather, default of manufacturer or a supplier, quarantine restrictions, epidemic, or catastrophe.

15. Notices: Any notice required or permitted under this Agreement, will be given in writing and will be deemed to have been duly given upon actual receipt if delivered personally or by courier with receipt obtained therefrom to the parties at their respective

addresses.

16. Miscellaneous Provisions:

(a) This Agreement may not be assigned by ITC without the AHA's prior written consent.

(b) No amendment of this Agreement will be binding or enforceable on either party hereto unless in writing signed by both parties.

(c) Should any part, term, or provision of this Agreement be declared to be invalid, void, or unenforceable by a court of competent jurisdiction, all remaining parts, terms, and provisions hereof will remain in full force and effect, and will in no way be

invalidated, impaired or affected thereby. (d) This Agreement will be governed by the laws of the State of New York without regard to its conflict of Any controversy or claim arising laws provisions. out of or relating to this Agreement will be settled by arbitration in Dallas, Texas in accordance with the International Arbitration Rules of the American The language of the Arbitration Association. arbitration will be English. The arbitrators will have no authority to award punitive damages, and may not, in any event, make any ruling, finding, or award that does not conform to the terms and conditions of this Agreement. Judgment upon any award rendered through arbitration may be entered in any court having jurisdiction. Injunctive relief may be sought in jurisdiction. competent court of

(e) This agreement contains the entire agreement between the parties and supersedes all prior written and oral communications. This Agreement will be written in and governed by the English language.

(f) AHA reserves the right to appoint other ITCs within the Geographic Territory.

(g) The following paragraphs and their subparagraphs will survive termination of this Agreement: 13 (Indemnification and Liability), 16(d) and 16(e)

#### 8. Definitions:

(a) "Program Guidelines" means the current Guidelines for Cardiopulmonary Resuscitation and Emergency Cardiovascular Care, Program Administration Manual: Guidelines for Program Administration and Training (hereinafter "PAM"), and AHA Instructor's Manuals, as they may be amended and/or supplemented by the AHA from time to time.

(b) "Course Completion Cards" or "Cards" are defined as documents made available or provided by AHA, and which indicate a student's successful completion of a specified Course.

(c) "Course" or "Courses" are defined as those courses that follow the curricula of the AHA and teach emergency cardiovascular care according to the Program Guidelines.

(d) "ECC Materials" are defined as emergency cardiovascular care textbooks and materials published by the AHA.

(e) "eCards" means those electronic records that Training Centers may distribute to, or provide access to, students pursuant to Program Guidelines to indicate that the student participated in or successfully completed a Course.

(f) "Instructors" are individuals who have successfully completed AHA authorized Provider and Instructor training and who are authorized by ITC to teach Provider courses to other individuals.

(g) "Training Sites" are organizations engaged or authorized by ITC to teach Courses under the auspices of ITC.

## 9. ITC Role and Responsibilities:

(a) ITC will teach Courses only within the Geographic Territory, and agrees to do so in compliance with the Program Guidelines.

(b) ITC may contract with other entities (hereinafter "Training Sites") who agree to teach Courses under the direction and guidance of ITC. ITC assumes full responsibility for the actions and performance of the Training Sites, and will ensure that Training Sites teach in compliance with the Program Guidelines.

(c) Periodically, as requested by the AHA, ITC will provide the AHA with a current and accurate list of Training Sites, Instructors, the number of students taught, and such other information as may be requested by AHA but only to the extent allowed by local law and the terms of any applicable consent, if required

(d) ITC will insure that each student has individual possession of an authorized Course-specific textbook before, during, and after training.

(e) ITC will be responsible for the issuance and security of Course Completion Cards and eCards as outlined in the Program Guidelines: (i) ITC will establish a system for ensuring that Cards are issued only to authorized Training Sites. (ii) ITC and its authorized Training Sites will only issue the appropriate course-specific Course Completion Card or eCard to each student who successfully completes the applicable Course.

(f) ITC will obtain any and all required licenses, permits or documentation and is solely responsible for compliance with all laws and regulations applicable to training activities conducted under this Agreement. ITC will obtain any required or appropriate consent from each student before sharing that student's name and Course completion information with the AHA through AHA's online systems (which systems may include data storage outside of ITC's Territory).

## 10. Relationship of Parties:

The parties acknowledge and agree that each is an independent entity and, as such, neither party may represent itself as an employee, agent, or representative of the other; nor may it incur any

obligations on behalf of the other party.

## 11. Termination:

(a) The Agreement may be terminated by either party, without cause, upon sixty (60) calendar days' prior written notice.

(b) Either party may terminate this Agreement if the other party breaches any term or condition of this Agreement and fails to cure the breach within thirty (30) calendar days after receipt of written notice by the non-defaulting party. The following will also constitute breach or default under this Agreement: (i) Failure to exist or operate as a legal entity or to maintain an office address; or (ii) Assignment for the benefit of creditors, becoming generally insolvent, being placed in receivership or the filing by or against a party of a petition for bankruptcy or for entity reorganization under any bankruptcy act or similar statute.

(c) The AHA may terminate this Agreement upon written notice if it determines, in its sole discretion, that any of the activities permitted or contemplated under this Agreement pose a significant legal or business risk to the AHA.

(d) Notwithstanding anything to the contrary in this Agreement, AHA may terminate this Agreement if ITC or any Training Site conducts Courses in any country on which the United States government or other governmental entity (except those that are contrary to United States' laws), that (i) imposes sanctions that would prevent the AHA from conducting Courses either directly or indirectly in the country or (ii) for which ITC, Training Site or AHA must obtain a license from the applicable government to conduct Courses. If the United States government should impose sanctions on any country named in the Geographic Territory, the AHA at its option may (i) immediately terminate this Agreement as to that country in which event ITC and its Training Sites will immediately cease conducting Courses in the country, or (ii) may immediately terminate this Agreement in its entirety upon written notice to ITC.

(e) ITC will not distribute any AHA Course Completion Cards or eCards or designate itself, in any manner or any place, as an authorized ECC training center of AHA after this Agreement has been terminated or expired. In addition to any remedies by law or in equity available to AHA, ITC will pay the AHA Two Hundred Dollars (200 US\$) as a penalty for each Course Completion Card issued after termination or expiration of this Agreement. Upon termination or expiration of this Agreement, AHA shall have no liability or obligations to ITC, and ITC shall retain no rights under this Agreement.

#### 12. Warranties:

(a) ITC warrants and represents to the AHA that as of the effective date and at all times during the term of this Agreement: (i) ITC, its agents, affiliates, members, representatives, distributors, contractors, and Training Sites will be in compliance with this Agreement, the provisions of the U.S. Foreign Corrupt Practices Act and all applicable U.S., local, state and federal laws and regulations, and applicable laws or regulations of any jurisdictions whose laws may apply; (ii) ITC is not a tobacco company, or a tobacco company corporate subsidiary or parent, nor does it receive revenue from tobacco products. "Subsidiary" and "parent" are defined as an entity in which there exists a direct or indirect Five Per Cent (5%) or greater ownership interest by a tobacco company.

(b) EXCEPT AS EXPRESSLY SET OUT IN THIS AGREEMENT, THERE ARE NO WARRANTIES, EXPRESS OR IMPLIED, BY OPERATION OF LAW OR OTHERWISE.

## 13. Indemnification and Liability:

(a) ITC will indemnify, defend and hold harmless

the AHA and its directors, officers, employees, agents. distributors, members, volunteers, successors and assigns from and against all suits, proceedings, actions, demands, claims, losses, liability, damages or expenses (including reasonable attorneys' fees and legal costs) arising from (i) ITC's performance or breach of its obligations under this Agreement, (ii) ITC's operation activities and/or distribution of Course Completions Cards, (iii) any breach or alleged breach of ITC's representations or warranties, (iv) any act or omission of ITC in any country in the Geographic Territory, and (v) any act or omission of Training Sites, Instructors, ITC's affiliates, agents, partners or representatives.

(b) The AHA will not be liable for any indirect, special, consequential or incidental damages, including lost profits or any other kind of damages, even if it has been warned of the possibility of such loss or damage. In no event will the AHA's liability under this Agreement exceed \$1,000 (US\$).

14. Force Majeure: Neither party will be in default under this Agreement, if such results, whether directly or indirectly, from fire, explosion, strike, freight embargo, vis major, or of the public enemy, war, terrorism, civil disturbance, act of any government, de jure or de facto, or agency or official thereof, labor shortage, transportation contingencies, unusually severe weather, default of manufacturer or a supplier, quarantine restrictions, epidemic, or catastrophe.

15. Notices: Any notice required or permitted under this Agreement, will be given in writing and will be deemed to have been duly given upon actual receipt if delivered personally or by courier with receipt obtained therefrom to the parties at their respective addresses.

## 16. Miscellaneous Provisions:

(a) This Agreement may not be assigned by ITC without the AHA's prior written consent.

(b) No amendment of this Agreement will be binding or enforceable on either party hereto unless in writing signed by both parties,

(c) Should any part, term, or provision of this Agreement be declared to be invalid, void, or unenforceable by a court of competent jurisdiction, all remaining parts, terms, and provisions hereof will remain in full force and effect, and will in no way be invalidated, impaired or affected thereby.

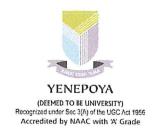
(d) This Agreement will be governed by the laws of the State of New York without regard to its conflict of laws provisions. Any controversy or claim arising out of or relating to this Agreement will be settled by arbitration in Dallas, Texas in accordance with the International Arbitration Rules of the American Arbitration Association. The language of the arbitration will be English. The arbitrators will have no authority to award punitive damages, and may not, in any event, make any ruling, finding, or award that does not conform to the terms and conditions of this Agreement. Judgment upon any award rendered through arbitration may be entered in any court having jurisdiction. Injunctive relief may be sought in court of competent jurisdiction.

(e) This agreement contains the entire agreement between the parties and supersedes all prior written and oral communications. This Agreement will be written in and governed by the English language.

(f) AHA reserves the right to appoint other ITCs within the Geographic Territory.

(g) The following paragraphs and their subparagraphs will survive termination of this Agreement: 13 (Indemnification and Liability), 16(d) and 16(e)





## MEMORANDUM OF UNDERSTANDING

#### BETWEEN

YENEPOYA (DEEMED TO BE UNIVERSITY), MANGALORE

AND

GHANA INDIA TRADE ADVISORY CHAMBER GHANA

AND

**GOVERNMENT OF GHANA** 

FOR

REPRESENTATION, EDUCATIONAL COOPERATION, EXTENDING HEALTH SERVICES AND STRENGTHENING OF RELATIONSHIP IN TERMS OF HEALTH, EDUCATION AND SKILL DEVELOPMENT, MEDICAL TOURISM

The YENEPOYA (DEEMED TO BE UNIVERSITY), MANGALORE, INDIA AND THE GHANA INDIA TRADE ADVISORY CHAMBER, GHANA AND THE GHANA GOVERNMENT (herein after referred to as the first, second and third party respectively).

RECOGNIZING the parties are desirous to enhance the bilateral co-operation and strengthen the ties of friendship between the two countries, realizing the importance of education and research, health care services, skill development, medical tourism in terms of generating value human resources that advances the local economy, employability, health care services and mutual interest on equal grounds.

EMPHASIZING the need to strengthen, deepen and broaden cooperation in education, research, health care services and medical tourism.

RECOGNIZING further the importance of medical education and research, health care and cultural values in enhancing the knowledge and understanding between their people.

TAKING INTO ACCOUNT the importance of the parties as partner and major source market for education, health and tourism

HAVE REACHED the following understanding:

### ARTICLE 1:

The parties will seek in accordance with the National Health and Medical, Educational and local Laws of each county to enhance the bilateral co-operation in Medical Education & Research, Medical tourism, Health care services and Hospitality sectors.

## **ARTICLE 2**:

The second and third party will encourage student and faculty exchange programs, medical education exchange, medical tourism, extension of health care services at community level and cultural exchange at the Yenepoya (Deemed to be University) and support each other for enhancing the skill development in the specialized and niche areas of health care services and super specialty disciplines for creating massive employment opportunities. Both parties shall promote cooperation and direct communication between the stake holders of Medical Education & Research, Health Care Services, Medical tourism and other related activities for enhancing growth in skills, tourism and exchange at higher education sectors.

## **ARTICLE 3**:

The parties shall endeavor to enhance co-operation in the following areas under this Memorandum of Understanding:

- a) Medical tourism
- b) Student admissions and faculty exchange for training in Health and allied areas and Scholarship schemes in these fields of study (as proposed by Yenepoya (Deemed to be University)
- c) Enhancing the Business ties and joint funding.
- d) Establishment of Medical Centres, similar Colleges and Universities at Ghana by Yenepoya (Deemed to be University).

## ARTICLE 4:

Within the framework of this Memorandum of Understanding in order to exchange view and ideas and opinions on improving the Medical Education sector, Health Care Services, Medical Tourism and other related areas both the parties shall plan a road map for enhancing effective co-operation. Each party will assign a Nodal Officer who will do the communication and attend to all the queries related to student exchange, patient care and medical tourism and other related areas.

## **ARTICLE 5:**

All the parties shall bear all expenses and delegation travel, boarding & lodging. All expenses for organizing the meetings shall be borne by the hosting party.

## **ARTICLE 6:**

Either party may request in writing an amendment of all or any part of the Memorandum of Understanding through the Nodal Officer. Any amendment agreed to by the parties will be reduced into writing and will form part of this Memorandum.

## ARTICLE 7:

This Memorandum of Understanding shall come into force on the date of its signature by both the Parties.

This Memorandum of Understanding shall remain in force for a period of 5 (five) years and thereafter, it shall be automatically renewed for similar successive periods at a time, unless one party informs the other party through Nodal Officer for its desire to terminate the same at least six months before its date of expiry.

**IN WITNESS WHEREOF**, the undersigned being duly authorized thereto, by their respective Governments, have signed this Memorandum of Understanding on this 26<sup>th</sup> day of October 2019 at Mangalore.

FOR THE GOVERNMENT OF GHANA

Hon/Sarah Adwoa Safo (Deputy Majority Leader/

Minister for Public Procurement)

Introduced by

Dominic Oduro-Antwi

President, Ghana India Trade Advisory Chamber

Witness

Dr. SENORITA ISAAC

FOR YENEPOYA (Deemed to be University)

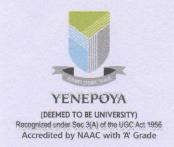
REGISTRAR

Ve Registrar Yenepoye (Deemed to be University) University Road, Deralakatte Mangalore 575 018

Dr. Arun Bhagwath Dy. Director (QAC)

Ouglity Assessment & Compliance





# MEMORANDUM OF UNDERSTANDING BETWEEN

## THE REPUBLIC OF UGANDA

AND

YENEPOYA (DEEMED TO BE UNIVERSITY), MANGALORE

FOR

EDUCATIONAL COOPERATION, EXTENDING HEALTH SERVICES AND STRENGTHENING OF RELATIONSHIP IN TERMS OF HEALTH, EDUCATION AND SKILL DEVELOPMENT

The YENEPOYA (DEEMED TO BE UNIVERSITY), MANGALORE, INDIA AND THE REPUBLIC OF UGANDA (herein after referred to as the first party and second party respectively).

RECOGNIZING the parties are desirous to enhance the bilateral co-operation and strengthen the ties of friendship between the two countries, realizing the importance of education and research, health care services, skill development, medical tourism in terms of generating value human resources that advances the local economy, employability, health care services and mutual interest on equal grounds.

EMPHASIZING the need to strengthen, deepen and broaden cooperation in education, research, health care services and medical tourism.

RECOGNIZING further the importance of medical education and research, health care and cultural values in enhancing the knowledge and understanding between their people.

TAKING INTO ACCOUNT the importance of the parties as partner and major source market for education, health and tourism

HAVE REACHED the following understanding:

## ARTICLE 1:

The parties will seek in accordance with the National Medical Education Laws of each county to enhance the bilateral co-operation in Medical Education & Research, Medical tourism, Health care services and Hospitality sectors.

## **ARTICLE 2**:

The second party will encourage student and faculty exchange programs, medical education exchange, medical tourism, extension of health care services at community level and cultural exchange at the Yenepoya (Deemed to be University) and support each other for enhancing the skill development in the specialized and niche areas of health care services and super specialty disciplines for creating massive employment opportunities. Both parties shall promote cooperation and direct communication between the stake holders of Medical Education & Research, Health Care Services, Medical tourism and other related activities for enhancing growth in skills, tourism and exchange at higher education sectors.

## ARTICLE 3:

Both the parties shall endeavor to enhance co-operation in the following areas under this Memorandum of Understanding:

- a) Expansion of Bilateral co-operation in Medical Education & Research, Health Care Services and Skill development.
- b) Specialist Doctors for advanced fellowship in Super/Sub specialties (UROLOGY, NEUROLOGY, NEURO-SURGERY, NEPHROLOGY, CARDIOLOGY, CARDIOTHORACIC AND VASCULAR SURGERY, PAEDIATRIC SURGERY, GASTRO ENTROLOGY, PLASTIC SURGERY, ONCOLOGY AND ONCOSURGERY, CRANIO-FACIAL SURGERY AND ALL OTHER RELATED SPECIALITIES)
- c) Professionals for higher educational programs in Bsc, Msc Nursing & Allied Sciences Technicians Health technology programs.
  - a. Cardio Vascular Technology
  - b. Perfusion Technology
  - c. Renal Dialysis Technology
  - d. Respiratory Care Technology
  - e. Optometry Technology
  - f. Anaesthesia & OT Technology

- g. Medical Imaging Technology
- h. Medical Laboratory Technology
- i. Any other Medical/Health Technology
- d) Doctors, Nurses and Paramedics and any other related fields for short term skill building & extension programs based on needs and certification requirements.
- e) Medical tourism for referral of needy patients and empanelment of insurance agencies.
- f) Professional exchange programs in Health & Allied subjects.
- g) Development of joint research programs and funding with mutual consent in emerging areas of health and allied fields.
- h) Establishment of joint centers and exchange programs for skill training and innovation management in Medtech & incubation facilities for encouraging Innovation and Entrepreneurship.
- i) Establishment of Student & Faculty Exchange Programs for enhancing culture and education exchange
- j) Participation in travel and education fairs in each countries
- k) Promoting entrepreneurship and business development in both the organizations.

## **ARTICLE 4**:

Within the framework of this Memorandum of Understanding in order to exchange view and ideas and opinions on improving the Medical Education sector, Health Care Services, Medical Tourism and other related areas both the parties shall plan a road map for enhancing effective co-operation. Each party will assign a Nodal Officer who will do the communication and attend to all the queries related to student exchange, patient care and medical tourism and other related areas.

## **ARTICLE 5:**

Both the parties shall bear all expenses and delegation travel, boarding & lodging. All expenses for organizing the meetings shall be borne by the hosting party.

## ARTICLE 6:

Either party may request in writing an amendment of all or any part of the Memorandum of Understanding through the Nodal Officer. Any amendment agreed to by the parties will be reduced into writing and will form part of this Memorandum.

## ARTICLE 7:

This Memorandum of Understanding shall come into force on the date of its signature by both the Parties.

This Memorandum of Understanding shall remain in force for a period of 5 (five) years and thereafter, it shall be automatically renewed for similar successive periods at a time, unless one party informs the other party through Nodal Officer for its desire to terminate the same at least six months before its date of expiry.

**IN WITNESS WHEREOF**, the undersigned being duly authorized thereto, by their respective Governments, have signed this Memorandum of Understanding on this 24<sup>th</sup> day of October 2019 at Mangalore.

FOR THE REPUBLIC OF UGANDA

FOR YENEPOYA (Deemed to be University)

FOR HIGH COMMISSIONER

REGISTRAR

Registrer Yenepoya (Deemed : he University) University Road, Derelakatte Mangalore 575 018

Witness

Dr. SENORITA ISAAC

Witness

Dr. Arun Bhagwath Dy. Director (QAC)





# **Memorandum of Understanding**

# **Between**

The Yenepoya University, Mangalore

# And

**Association of Chartered Certified Accountants** 

Received today Authorse Scools man

**THIS MEMORANDUM OF UNDERSTANDING** (hereinafter referred to as "MoU") is made this 10<sup>th</sup> day of February 2017.

## Between the following Parties:

**The Yenepoya University** Situated at, Deralkatte, Mangalore, Karnataka, India - 575018 (hereinafter referred to as **The Yenepoya**)

#### And

**Association of Chartered Certified Accountants** of Adelphi, 1-11 John Adam Street, London, WC2N 6AU United Kingdom (hereinafter referred to as "ACCA");

ACCA and The Yenepoya, shall hereinafter referred to collectively as "Parties" and individually as a "Party")

## WHEREAS:-

ACCA is a body incorporated by Royal Charter in accordance with the laws of England and Wales. ACCA is the global body for professional accountants and as such, aims to offer business-relevant, first-choice qualifications to people around the world who seek a rewarding career in accountancy, finance and management. ACCA, as at June 2016, has 188,000 members and 480,000 students, who it supports throughout their careers, providing services through a network of 95 offices and centres around the world.

- B. The Yenepoya University established in the year 2008 and accredited by NAAC with A grade in the year 2015 and is located at Mangalore, Karnataka.
- C. The Parties share common and strong interests in advancement of education and holistic learning and affording the opportunity for individuals of ability to pursue globally relevant qualifications to enhance their future career prospects and ultimately to maintain and develop the profession and the wider economy.

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Registrar Yenepoya University

- D. ACCA and The Yenepoya recognise that joint collaboration and efforts in exploring opportunities and establishing a cooperative relationship would benefit the Parties and students pursuing qualifications offered by both The Yenepoya and ACCA.
- E. This MoU sets out below the general framework and intentions of the Parties for collaboration for facilitation of further definitive agreement(s).
- F. In achieving the objectives of this MoU, the Parties shall work on the basis of reciprocity in areas of mutual interest within the parameters of their laws, constitutions, regulations and/or policies.

## **NOW IT IS HEREBY UNDERSTOOD** as follows:

## 1. Purpose of this MoU

- 1.1 The purpose of this MoU is to set out the understanding between the Parties without any intention to create legal relations, rather in the spirit of mutual cooperation. Any collaborative ventures that may bind the Parties are subject to separate contractual arrangements.
- 1.2 ACCA and The Yenepoya will endeavour to assist and support each other in the functioning of this MoU to mutually benefit the Parties, such as to, among others:-
- a) promoting ACCA's suite of qualifications and the ACCA designation at the campus of the The Yenepoya to their students (current and prospective)
- b) Collaborate with each other to develop specific programmes that create opportunities for students to achieve the ACCA qualifications. Such collaborations shall be agreed by the Parties and form part of further agreements.

Registrar Yenepoya University

Page | 3

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- c) disseminating information in collaboration with each other, to students,
- d) about the accounting profession and the opportunities available to accounting and finance professionals
- e) joint seminars, conferences, common research projects and publications on ACCA and the accounting profession whilst other forms of co-operation may be arranged by the parties during the period of this agreement
- f) exchanging, by mutual agreement, academic and examination materials to facilitate teaching and training and preparing students taking ACCA examinations
- g) bring together mutual networks of employers to maximise placement opportunities for ACCA students at The Yenepoya.
- h) promote this collaboration across the Parties' global networks. The scope and content of the promotional activities shall be discussed and mutually agreed by the Parties; and
- 1.2 This MoU shall form the basis of consensus for the Parties to examine the feasibility of the collaboration until such time when any other manner of agreement is entered into by the Parties upon terms and conditions to be mutually agreed upon.

Hegistrar enepoya University

## 2. Responsibilities and agreements of the Parties

## 2.1 General responsibilities of the Parties:

- a) The Parties shall use their respective best endeavours to promote and implement the collaboration to the best advantage of the Parties.
- b) The Parties agree that the collaboration shall be undertaken and carried out by the Parties in such manner as may be deemed necessary and appropriate in the circumstances and as the Parties may agree upon.
- c) The Parties shall where feasible utilise their existing and mutual relationships globally and nationally to support further relationships and associations for the benefit of both Parties

## 2.2 Responsibilities and agreements of ACCA

ACCA shall, with regard to its obligations in respect of the collaboration, offer the following opportunities to The Yenepoya

- a) providing support to The Yenepoya College faculty and lecturers with relevant train-the-trainer events and support from ACCA learning and content partners
- b) update The Yenepoya College on ACCA research and insights programme and initiatives, including funding opportunities for projects that would be of relevance and interest to the industry, and of beneficial to both Parties

Registrar -. Yenepoya University

c) contributing articles or case studies to be published in ACCA magazines on an annual basis

## 2.3 Responsibilities and agreements of The Yenepoya

The Yenepoya College shall, with regards to its obligations in respect of the Programmes, be responsible for:

- a) providing platforms for ACCA to promote the ACCA suite of qualifications,
- b) promoting ACCA as its professional accountancy partners of choice
- c) consider the necessary requirements to promote and / or deliver ACCA based programmes at its campus
- d) sharing business intelligence and networks with ACCA for both Parties' mutual benefit

## 3. Costs

The Parties shall each bear their own costs and expenses incurred in complying with their obligations under this MoU.

## 4. Confidentiality

The Parties agree to keep confidential any information which is disclosed or obtained and which is not publicly available or already known and not to disclose such information to third parties, otherwise than in accordance with the consent of the other party or as required by law or any relevant regulatory authority duty.

Registrar — Yenepoya University

#### 5. Validity and Renewal of the MoU

- 5.1 This MoU is valid and shall remain in effect for three (3) years from the date of this MoU and may be renewed upon the mutual agreement of the Parties, such renewal to be expressly agreed in writing by both Parties before the end of the initial three (3) year period.
- 5.2 Either Party may terminate this MoU by giving three (3) month's written notice to the other Party. Notwithstanding the expiry or the earlier termination of this MoU, the obligations of the Parties in any definitive agreement that is negotiated and executed in accordance with as a legally binding contract shall survive and remain binding on the Parties in accordance with the terms of that agreement.

#### 6. **Notices**

Any notice or communication between the Parties shall be delivered to the address / sent to the facsimile number or emailed to the following:

## **ACCA**

Address:

Head of International Development

Adelphi, 1-11 John Adam Street, London,

WC2N 6AU

**United Kingdom** 

Indiainfo@accaglobal.com

## The Yenepoya University

Address: The Registrar

The Yenepoya University

Deralkatte, Mangalore

Karnataka, India

## 7. Variation

The terms stipulated in this MoU shall not be amended, altered, changed or otherwise modified without the mutual consent of the Parties and such amendments, alterations, changes and modifications shall be made in writing and signed by the Parties hereto.

## 8. Name and Logo

Neither Party shall use, nor permit any person or entity to use the name nor logo (or any variation thereof) of the other Party without first obtaining the written consent of the other Party.

## 9. Non-Binding Nature of the MoU

The Parties acknowledge and accept that:

- 9.1 This MoU shall not constitute any partnership between the Parties.
- 9.2 Notwithstanding the statements and obligations herein, this MoU shall not create a legal relationship between the Parties and the Parties shall not be legally bound until and unless a definitive agreement has been negotiated and duly executed by the authorised representatives of The Yenepoya and ACCA.

## 10. Mutual Cooperation and Relationship

10.1 The Parties realise that it is not feasible to adequately foresee and address every issue involving the collaboration of the Parties herein. Hence the Parties shall use their best endeavours to realise their expertise in carrying out the steps and measures necessary for furthering their mutual interest under this MoU in accordance with the spirit of good faith, equity, fairness, close cooperation, mutual assistance and if any dispute arises, the Parties shall use their best endeavours to agree upon such action as

Registrar (enepoya University

may be necessary and equitable to remove or resolve the cause or causes of the same.

10.2 The parties understand that their reputations are of critical importance and undertake not to take any action, in relation to this MoU or otherwise, which might damage the reputation of the other party.

(THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK)

Řegistrar Yenepoya University **IN WITNESS WHEREOF ACCA and The Yenepoya** hereunto have executed this Memorandum of Understanding on the year and date first above written:

SIGNED BY For and on behalf of In the presence of

Association of Chartered Certified Accountants

Mr. Renjith Varma

**Head of Partnerships (Emerging Markets)** 

**ACCA** 

SIGNED BY For and on behalf of

The Yenepoya University

Registrar Yenepoya University

Dr. Shreekumar Menon

.....

Registrar

Yenepoya University Deralkatte, Mangalore In the presence of

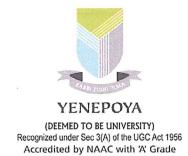
Dr. Joby E C

Principal

Yenepoya College

Mangalore





## MEMORANDUM OF UNDERSTANDING

## BETWEEN

## RWANDA HIGH COMMISSION, NEW DELHI

#### AND

## YENEPOYA (DEEMED TO BE UNIVERSITY), MANGALORE

#### FOR

# EDUCATIONAL COOPERATION, EXTENDING HEALTH SERVICES AND STRENGTHENING OF RELATIONSHIP IN TERMS OF HEALTH, EDUCATION AND SKILL DEVELOPMENT

The YENEPOYA (DEEMED TO BE UNIVERSITY), MANGALORE, INDIA AND THE RWANDA HIGH COMMISSION (herein after referred to as the first party and second party respectively).

RECOGNIZING the parties are desirous to enhance the bilateral cooperation and strengthen the ties of friendship between the two countries, realizing the importance of education and research, health care services, skill development, medical tourism in terms of generating value human resources that advances the local economy, employability, health care services and mutual interest on equal grounds.

EMPHASIZING the need to strengthen, deepen and broaden cooperation in education, research, health care services and medical tourism.

RECOGNIZING further the importance of medical education and research, health care and cultural values in enhancing the knowledge and understanding between their people.

TAKING INTO ACCOUNT the importance of the parties as partner and major source market for education, health and tourism

HAVE REACHED the following understanding:

## ARTICLE 1:

The parties will seek in accordance with the National Medical Education Laws of each country to enhance the bilateral co-operation in Medical Education & Research, Medical tourism, Health care services and Hospitality sectors.

#### ARTICLE 2:

Both the parties will encourage student and faculty exchange programs, medical education exchange, medical tourism, extension of health care services at community level and cultural exchange at the Yenepoya (Deemed to be University) and support each other for enhancing the skill development in the specialized and niche areas of health care services and super specialty disciplines for creating massive employment opportunities. Both parties shall promote cooperation and direct communication between the stake holders of Medical Education & Research, Health Care Services, Medical tourism and other related activities for enhancing growth in skills, tourism and exchange at higher education sectors.

## ARTICLE 3:

The parties shall endeavor to enhance co-operation in the following areas under this Memorandum of Understanding:

- a) Expansion of Bilateral co-operation in Medical Education & Research, Health Care Services and Skill development.
- b) Specialist Doctors for advanced fellowship in Super/Sub specialties (UROLOGY, NEUROLOGY, NEURO-SURGERY, NEPHROLOGY, CARDIOLOGY, CARDIOTHORACIC AND VASCULAR SURGERY, PAEDIATRIC SURGERY, GASTRO ENTROLOGY, PLASTIC SURGERY, ONCOLOGY AND ONCOSURGERY, CRANIO-FACIAL SURGERY AND ALL OTHER RELATED SPECIALITIES)

- c) Professionals for higher educational programs in BSc, MSc Nursing & Allied Sciences Technicians Health technology programs.
  - a. Cardio Vascular Technology
  - b. Perfusion Technology
  - c. Renal Dialysis Technology
  - d. Respiratory Care Technology
  - e. Optometry Technology
  - f. Anaesthesia & OT Technology
  - g. Medical Imaging Technology
  - h. Medical Laboratory Technology
  - i. Any other Medical/Health Technology
- d) Doctors, Nurses and Paramedics and any other related fields for short term skill building & extension programs based on needs and certification requirements.
- e) Medical tourism for referral of needy patients and empanelment of insurance agencies.
- f) Free Pediatric services to needy patients referred from Rwanda
- g) Professional exchange programs in Health & Allied subjects.
- h) Development of joint research programs and funding with mutual consent in emerging areas of health and allied fields.
- i) Establishment of joint centers and exchange programs for skill training and innovation management in Medtech & incubation facilities for encouraging Innovation and Entrepreneurship.
- j) Establishment of Student & Faculty Exchange Programs for enhancing culture and education exchange
- k) Participation in travel and education fairs in each countries
- l) Promoting entrepreneurship and business development in both the countries.
- m) Yenepoya (Deemed to be University) will provide Scholarship/Fellowship to deserving students on mutually agreed terms for short and long term programs.

## ARTICLE 4:

Within the framework of this Memorandum of Understanding in order to exchange view and ideas and opinions on improving the Medical Education sector, Health Care Services, Medical Tourism and other related areas both the parties shall plan a road map for enhancing effective co-operation. Each party will assign a Nodal Officer who will do the communication and attend to all the queries related to student exchange, patient care and medical tourism and other related areas.

#### ARTICLE 5:

Both the parties shall bear all expenses and delegation travel, boarding & lodging. All expenses for organizing the meetings shall be borne by the hosting party.

## **ARTICLE 6:**

Either party may request in writing an amendment of all or any part of the Memorandum of Understanding through the Nodal Officer. Any amendment agreed to by the parties will be reduced into writing and will form part of this Memorandum.

## ARTICLE 7:

This Memorandum of Understanding shall come into force on the date of its signature by both the Parties.

This Memorandum of Understanding shall remain in force for a period of 5 (five) years and thereafter, it shall be automatically renewed for similar successive periods at a time, unless one party informs the other party through Nodal Officer for its desire to terminate the same at least six months before its date of expiry.

**IN WITNESS WHEREOF**, the undersigned being duly authorized thereto, by their respective Governments, have signed this Memorandum of Understanding at Mangalore on this 5<sup>th</sup> day of August, 2019

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ALMED DAY

(Deemed to be University)

VOALGIRE

FOR HIGH COMMISSION

OF RWANDA

FOR YENEPOYA (DEEMED TO BE UNIVERSITY)

ERNEST RWAMUCYO

HIGH COMMISSIONER

Witness

Dr. Senorita Isaac

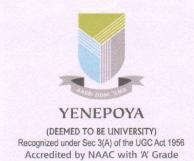
Dr. GANGADHARA SOMAYAJI

REGISTRAR

Registrer Veneusya (Deemed to be University) Windersity Huad, Derelakatto Mangalore 575 Ora

Dr. Arun Bhagwath





# MEMORANDUM OF UNDERSTANDING BETWEEN

## MALAWI HIGH COMMISSION

AND

YENEPOYA (DEEMED TO BE UNIVERSITY), MANGALORE

FOR

EDUCATIONAL COOPERATION, EXTENDING HEALTH SERVICES AND STRENGTHENING OF RELATIONSHIP IN TERMS OF HEALTH, EDUCATION AND SKILL DEVELOPMENT

The YENEPOYA (DEEMED TO BE UNIVERSITY), MANGALORE, INDIA AND THE MALAWI HIGH COMMISSION IN NEW DELHI (herein after referred to as the first party and second party respectively).

RECOGNIZING the parties are desirous to enhance the bilateral co-operation and strengthen the ties of friendship between Malawi and India, realizing the importance of education and research, health care services, skill development, medical tourism in terms of generating value human resources that advances the local economy, employability, health care services and mutual interest on equal grounds.

EMPHASIZING the need to strengthen, deepen and broaden cooperation in education, research, health care services and medical tourism.

RECOGNIZING further the importance of medical education and research, health care and cultural values in enhancing the knowledge and understanding between their people.

TAKING INTO ACCOUNT the importance of the parties as partner and major source market for education, health and tourism

HAVE REACHED the following understanding:

## ARTICLE 1:

The parties will seek in accordance with the National Medical Education Laws of each county to enhance the bilateral co-operation in Medical Education & Research, Medical tourism, Health care services and Hospitality sectors.

## **ARTICLE 2**:

The second party will with support of the Malawi Ministry of Health encourage student and faculty exchange programs, medical education exchange, medical tourism, extension of health care services at community level and cultural exchange at the Yenepoya (Deemed to be University) and support each other for enhancing the skill development in the specialized and niche areas of health care services and super specialty disciplines for creating massive employment opportunities. Both parties shall promote cooperation and direct communication between the stake holders of Medical Education & Research, Health Care Services, Medical tourism and other related activities for enhancing growth in skills, tourism and exchange at higher education sectors.

## ARTICLE 3:

The parties shall endeavor to enhance co-operation in the following areas under this Memorandum of Understanding:

- a) Expansion of Bilateral co-operation in Medical Education & Research, Health Care Services and Skill development.
- b) Specialist Doctors for advanced fellowship in Super/Sub specialties (UROLOGY, NEUROLOGY, NEURO-SURGERY, NEPHROLOGY, CARDIOLOGY, CARDIOTHORACIC AND VASCULAR SURGERY, PAEDIATRIC SURGERY, GASTRO ENTROLOGY, PLASTIC SURGERY, ONCOLOGY AND ONCOSURGERY, CRANIO-FACIAL SURGERY AND ALL OTHER RELATED SPECIALITIES)
- c) Professionals for higher educational programs in Bsc, Msc Nursing & Allied Sciences Technicians Health technology programs.
  - a. Cardio Vascular Technology
  - b. Perfusion Technology
  - c. Renal Dialysis Technology
  - d. Respiratory Care Technology
  - e. Optometry Technology
  - f. Anaesthesia & OT Technology

- g. Medical Imaging Technology
- h. Medical Laboratory Technology
- i. Any other Medical/Health Technology
- d) Doctors, Nurses and Paramedics and any other related fields for short term skill building & extension programs based on needs and certification requirements.
- e) Free Pediatric services to needy patients referred from Republic of Malawi
- f) Professional exchange programs in Health & Allied subjects.
- g) Development of joint research programs and funding with mutual consent in emerging areas of health and allied fields.
- h) Establishment of joint centers and exchange programs for skill training and innovation management in Medtech & incubation facilities for encouraging Innovation and Entrepreneurship.
- i) Establishment of Malawian Student & Faculty Exchange Programs for enhancing culture and education exchange
- j) Participation in travel and education fairs in each countries
- k) Promoting entrepreneurship and business development in both the countries.
- Yenepoya University will provide Scholarship/Fellowship to deserving Malawian students on mutually agreed terms for short and long term programs.

#### ARTICLE 4:

Within the framework of this Memorandum of Understanding in order to exchange view and ideas and opinions on improving the Medical Education sector, Health Care Services, Medical Tourism and other related areas both the parties shall plan a road map for enhancing effective co-operation. Each party will assign a Nodal Officer who will do the communication and attend to all the queries related to student exchange, patient care and medical tourism and other related areas.

## **ARTICLE 5:**

Both parties shall bear all expenses and delegation travel, boarding & lodging. All expenses for organizing the meetings shall be borne by the hosting party.

#### ARTICLE 6:

Either party may request in writing an amendment of all or any part of the Memorandum of Understanding through the Nodal Officer. Any amendment agreed to by the parties will be reduced into writing and will form part of this Memorandum.

#### ARTICLE 7:

This Memorandum of Understanding shall come into force on the date of its signature by both the Parties.

This Memorandum of Understanding shall remain in force for a period of 5 (five) years and thereafter, it shall be automatically renewed for similar successive periods at a time, unless one party informs the other party through Nodal Officer for its desire to terminate the same at least six months before its date of expiry.

IN WITNESS WHEREOF, the undersigned being duly authorized thereto, by their respective Governments, have signed this Memorandum of Understanding at Yenepoya (Deemed to be University) campus, Mangalore, on 22<sup>nd</sup> of July 2019.

FOR MALAWI HIGH COMMISSION

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FOR YENEPOYA

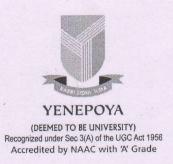
REGISTRAR 22/07/2019

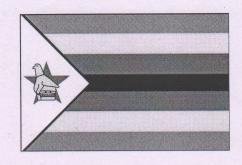
Registrar Yenepoya (Deemed to be University) University Road, Deralakatta Mangalore 575 018

Witness

Dr. SINORITA ISSAC

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# MEMORANDUM OF UNDERSTANDING BETWEEN

THE MINISTRY OF HEALTH AND CHILD CARE, ZIMBABWE

AND

YENEPOYA (DEEMED TO BE UNIVERSITY), MANGALORE

FOR

EDUCATIONAL COOPERATION, EXTENDING HEALTH SERVICES AND STRENGTHENING OF RELATIONSHIP IN TERMS OF HEALTH, EDUCATION AND SKILL DEVELOPMENT

The Yenepoya (Deemed to be University), Mangalore, India and the Ministry of Health and Child Care hereinafter referred to as the first Party and second Party respectively).

RECOGNIZING the parties are desirous to enhance the bilateral cooperation and strengthen the ties of friendship between the two countries, realizing the importance of education and research, health care services, skill development, in terms of generating value human resources that advances the local economy, employability, health care services and mutual interest on equal grounds.

EMPHASIZING the need to strengthen, deepen and broaden cooperation in education, research and health care services.

RECOGNIZING further the importance of medical education and research, health care and cultural values in enhancing the knowledge and understanding between their people.

TAKING INTO ACCOUNT the importance of the parties as partners and major source market for education and health.

HAVE REACHED the following understanding:

#### ARTICLE 1:

The parties will seek in accordance with the National Medical Education Laws of each county to enhance the bilateral cooperation in Medical Education & Research, Health care services and Hospitality sectors.

#### **ARTICLE 2**:

The second party will encourage student and faculty exchange programs, medical education exchange, extension of health care services at the community level and cultural exchange at the Yenepoya (Deemed to be University) and support each other for enhancing the skill development in the specialized and niche areas of health care services and super specialty disciplines for creating massive employment opportunities. Both parties shall promote cooperation and direct communication between the stakeholders of Medical Education & Research, Health Care Services, and other related activities for enhancing growth in skills, tourism and exchange at higher education sectors.

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#### ARTICLE 3:

The parties shall endeavour to enhance cooperation in the following areas under this Memorandum of Understanding:

- a. Expansion of Bilateral co-operation in Medical Education & Research, Health Care Services and Skill development.
- b. Specialist Doctors for advanced fellowship in Super/Sub specialties (UROLOGY, NEUROLOGY, NEURO-SURGERY, NEPHROLOGY, CARDIOLOGY, CARDIOTHORACIC AND VASCULAR SURGERY, PAEDIATRIC SURGERY, GASTROENTEROLOGY, PLASTIC SURGERY, ONCOLOGY AND ONCOSURGERY, CRANIO-FACIAL SURGERY, OPTOMETRY TECHNOLOGY, ANAESTHESIA AND OT TECHNOLOGY, MEDICAL IMAGING TECHNOLOGY, MEDICAL LABORATORY TECHNOLOGY AND ALL OTHER RELATED SPECIALITIES)
- c. Professionals for higher educational programs in BSc, MSc Nursing & Allied Sciences Technicians Health technology programs.
- a. Cardio Vascular Technology
- b. Perfusion Technology
- c. Renal Dialysis Technology
- d. Respiratory Care Technology
- e. Optometry Technology
- f. Anaesthesia & OT Technology
- g. Medical Imaging Technology
- h. Medical Laboratory Technology
- i. Any other Medical/Health Technology
  - d. Doctors, Nurses and Paramedics and any other related fields for short term skill building & extension programs based on needs and certification requirements. Scholarships for the deserving students identified by Government may be extended under this understanding.

- a. Referral of needy patients and empanelment of insurance agencies, the free treatment of deserving paediatric patients in the first one year may be extended through this MoU.
- a. Professional exchange programs in Health & Allied subjects.
- a. Development of joint research programs and funding with mutual consent in emerging areas of health and allied fields.
- a. Establishment of joint centres and exchange programs for skill training and innovation management in MedTech & incubation facilities for encouraging Innovation and Entrepreneurship.
- a. Establishment of Student & Faculty Exchange Programs for enhancing culture and education exchange
- a. Participation in travel and education fairs in each country
- a. Promoting entrepreneurship and business development in both organizations.

#### ARTICLE 4:

Within the framework of this Memorandum of Understanding in order to exchange views and ideas and opinions on improving the Medical Education sector, Health Care Services, and other related areas both the parties shall plan a road map for enhancing effective co-operation. Each Party will assign a Nodal Officer who will do the communication and attend to all the queries related to student exchange, patient care and other related areas.

#### **ARTICLE 5:**

Both Parties shall bear all expenses related to delegation travel, boarding and or lodging. The expenses for organizing the meetings shall be borne by the hosting party.

#### **ARTICLE 6:**

Either Party may request in writing an amendment of all or any part of the Memorandum of Understanding through the Nodal Officer. Any amendments agreed to by the Parties will be reduced into writing and will form part of this Memorandum of Understanding.

#### ARTICLE 7:

This Memorandum of Understanding shall come into force on the date of its signature by both the Parties after the completion of all legal internal processes.

This Memorandum of Understanding shall remain in force for a period of 5 (five) years and thereafter, it shall be automatically renewed for similar successive periods at a time, unless one Party informs the other Party through Nodal Officer about its desire to terminate the same at least six months prior to its date of expiry.

IN WITNESS WHEREOF, the undersigned being duly authorized thereto by their respective Governments, have signed this Memorandum of Understanding at the

FOR THE MINISTRY OF HEALTH AND CHILD CARE

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FOR YENEPOYA 26 06 19
UNIVERSITY
Registrar
Yenepoya (Deemed to be University)
University Road, Deralakatta
Mangelere 575 018

Witness



## MEMORANDUM OF UNDERSTANDING BETWEEN

St. Albert's College of Medicine and Health Sciences, Ghana, Africa

AND

YENEPOYA (DEEMED TO BE UNIVERSITY), MANGALORE

FOR

EDUCATIONAL COOPERATION, EXTENDING HEALTH SERVICES AND STRENGTHENING OF RELATIONSHIP IN TERMS OF HEALTH, EDUCATION AND SKILL DEVELOPMENT

(herein after referred to as the first party and second party respectively).

RECOGNIZING the parties are desirous to enhance the bilateral co-operation and strengthen the ties of friendship between the two countries, realizing the importance of education and research, health care services, skill development, medical tourism in terms of generating value human resources that advances the local economy, employability, health care services and mutual interest on equal grounds.

EMPHASIZING the need to strengthen, deepen and broaden cooperation in education, research, health care services and medical tourism.

RECOGNIZING further the importance of medical education and research, health care and cultural values in enhancing the knowledge and understanding between their people.

TAKING INTO ACCOUNT the importance of the parties as partner and major source market for education, health and tourism

HAVE REACHED the following understanding:

ly Somayon.

#### ARTICLE 1:

The parties will seek in accordance with the National Medical Education Laws of each country to enhance the bilateral co-operation in Medical Education & Research. Medical tourism, Health care services and Hospitality sectors.

#### ARTICLE 2:

The second party will encourage student and faculty exchange programs, medical education exchange, medical tourism, extension of health care services at community level and cultural exchange at the Yenepoya (Deemed to be University) and support each other for enhancing the skill development in the specialized and niche areas of health care services and super specialty disciplines for creating massive employment opportunities. Both parties shall promote cooperation and direct communication between the stake holders of Medical Education & Research, Health Care Services, Medical tourism and other related activities for enhancing growth in skills, tourism and exchange at higher education sectors.

#### ARTICLE 3:

The parties shall endeavor to enhance co-operation in the following areas under this Memorandum of Understanding:

- a) Expansion of Bilateral co-operation in Medical Education & Research, Health Care Services and Skill development.
- b) Specialist Doctors for advanced fellowship in Super/Sub specialties (UROLOGY, NEUROLOGY, NEURO-SURGERY, NEPHROLOGY, CARDIOLOGY, CARDIOTHORACIC AND VASCULAR SURGERY. PAEDIATRIC SURGERY, GASTRO ENTROLOGY, SURGERY, ONCOLOGY AND ONCOSURGERY, CRANIO-FACIAL SURGERY AND ALL OTHER RELATED SPECIALITIES)
- c) Professionals for higher educational programs in Bsc, Msc Nursing & Allied Sciences - Technicians Health technology programs.
  - a. Cardio Vascular Technology
  - b. Perfusion Technology
  - c. Renal Dialysis Technology
  - d. Respiratory Care Technology
  - e. Optometry Technology
  - f. Anaesthesia & OT Technology

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- g. Medical Imaging Technology
- h. Medical Laboratory Technology
- i. Any other Medical/Health Technology
- d) Doctors, Nurses and Paramedics and any other related fields for short term skill building & extension programs based on needs and certification requirements.
- e) Medical tourism for referral of needy patients and empanelment of insurance agencies.
- f) Professional exchange programs in Health & Allied subjects.
- g) Development of joint research programs and funding with mutual consent in emerging areas of health and allied fields.
- Establishment of joint centers and exchange programs for skill training and innovation management in Medtech & incubation facilities for encouraging Innovation and Entrepreneurship.
- i) Establishment of Student & Faculty Exchange Programs for enhancing culture and education exchange
- i) Participation in travel and education fairs in each countries
- k) Promoting entrepreneurship and business development in both the organizations.

#### **ARTICLE 4**:

Within the framework of this Memorandum of Understanding in order to exchange view and ideas and opinions on improving the Medical Education sector, Health Care Services, Medical Tourism and other related areas both the parties shall plan a road map for enhancing effective co-operation. Each party will assign a Nodal Officer who will do the communication and attend to all the queries related to student exchange, patient care and medical tourism and other related areas.

#### **ARTICLE 5:**

Both the party shall bear all expenses and delegation travel, boarding & lodging. All expenses for organizing the meetings shall be borne by the hosting party.

#### **ARTICLE 6:**

Either party may request in writing an amendment of all or any part of the Memorandum of Understanding through the Nodal Officer. Any amendment agreed to by the parties will be reduced into writing and will form part of this Memorandum.

#### ARTICLE 7:

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This Memorandum of Understanding shall come into force on the date of its signature by both the Parties.

This Memorandum of Understanding shall remain in force for a period of 5 (five) years and thereafter, it shall be automatically renewed for similar successive periods at a time, unless one party informs the other party through Nodal Officer for its desire to terminate the same at least six months before its date of expiry.

IN WITNESS WHEREOF, the undersigned being duly authorized thereto, by their respective Governments, have signed this Memorandum of Understanding at the

FOR THE .....

FOR YENEPOYA Yenepoya (Deemed to be University)
(DEEMED TO BE UNIVERSITY) rsity Road, Deralakatte

1706 26 Palore 575 018

For St. Albert's College of Medicine and Health Sciences, Ghana, Africa

ST. ALB:

OLLEGE OF

17/6/19

Dr. Ms. Senorita (Director)

Authorised Signature

ST. ALBERT'S COLLEGE OF MEDICINE AND HEALTH SCIENCES

COLLEGE OF MEDICINE AND HEALTH SCIENCES

Authorised Signature

Dr. Gurmohan Brar (Chairman/ CEO)

Eurice Saphin Younges

Authorised Signature
Witness

ST. ALBERT'S COLLEGE OF MEDICINE AND HEALTH SCIENCES

Witness





# MEMORANDUM OF UNDERSTANDING BETWEEN

#### PENTECOST UNIVERSITY COLLEGE, GHANA

AND

YENEPOYA (DEEMED TO BE UNIVERSITY), MANGALORE

FOR

EDUCATIONAL COOPERATION, EXTENDING HEALTH SERVICES AND STRENGTHENING OF RELATIONSHIP IN TERMS OF HEALTH, EDUCATION AND SKILL DEVELOPMENT

The YENEPOYA (DEEMED TO BE UNIVERSITY), MANGALORE, INDIA AND THE PENTECOST UNIVERSITY COLLEGE (herein after referred to as the first party and second party respectively).

RECOGNIZING the parties are desirous to enhance the bilateral co-operation and strengthen the ties of friendship between the two countries, realizing the importance of education and research, health care services, skill development, medical tourism in terms of generating value human resources that advances the local economy, employability, health care services and mutual interest on equal grounds.

EMPHASIZING the need to strengthen, deepen and broaden cooperation in education, research, health care services and medical tourism.

RECOGNIZING further the importance of medical education and research, health care and cultural values in enhancing the knowledge and understanding between their people.

TAKING INTO ACCOUNT the importance of the parties as partner and major source market for education, health and tourism

HAVE REACHED the following understanding:

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#### ARTICLE 1:

The parties will seek in accordance with the National Medical Education Laws of each county to enhance the bilateral co-operation in Medical Education & Research, Medical tourism, Health care services and Hospitality sectors.

#### **ARTICLE 2**:

The second party will encourage student and faculty exchange programs, medical education exchange, medical tourism, extension of health care services at community level and cultural exchange at the Yenepoya (Deemed to be University) and support each other for enhancing the skill development in the specialized and niche areas of health care services and super specialty disciplines for creating massive employment opportunities. Both parties shall promote cooperation and direct communication between the stake holders of Medical Education & Research, Health Care Services, Medical tourism and other related activities for enhancing growth in skills, tourism and exchange at higher education sectors.

#### **ARTICLE 3**:

The parties shall endeavor to enhance co-operation in the following areas under this Memorandum of Understanding:

- a) Expansion of Bilateral co-operation in Medical Education & Research, Health Care Services and Skill development.
- b) Specialist Doctors for advanced fellowship in Super/Sub specialties (UROLOGY, NEUROLOGY, NEURO-SURGERY, NEPHROLOGY, CARDIOLOGY, CARDIOTHORACIC AND VASCULAR SURGERY, PAEDIATRIC SURGERY, GASTRO ENTROLOGY, PLASTIC SURGERY, ONCOLOGY AND ONCOSURGERY, CRANIO-FACIAL SURGERY AND ALL OTHER RELATED SPECIALITIES)
- c) Professionals for higher educational programs in B.Sc., M.Sc. Nursing & Allied Sciences Technicians Health technology programs.
- a. Cardio Vascular Technology
- b. Perfusion Technology
- c. Renal Dialysis Technology
- d. Respiratory Care Technology
- e. Optometry Technology
- f. Anaesthesia & OT Technology

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- g. Medical Imaging Technology
- h. Medical Laboratory Technology
- i. Any other Medical/Health Technology
- d) Doctors, Nurses and Paramedics and any other related fields for short term skill building & extension programs based on needs and certification requirements.
- e) Medical tourism for referral of needy patients and empanelment of insurance agencies.
- f) Professional exchange programs in Health & Allied subjects.
- g) Development of joint research programs and funding with mutual consent in emerging areas of health and allied fields.
- h) Establishment of joint centers and exchange programs for skill training and innovation management in Medtech & incubation facilities for encouraging Innovation and Entrepreneurship.
- i) Establishment of Student & Faculty Exchange Programs for enhancing culture and education exchange
- j) Participation in travel and education fairs in each countries
- k) Promoting entrepreneurship and business development in both the organizations.

#### **ARTICLE 4**:

Within the framework of this Memorandum of Understanding in order to exchange view and ideas and opinions on improving the Medical Education sector, Health Care Services, Medical Tourism and other related areas both the parties shall plan a road map for enhancing effective co-operation. Each party will assign a Nodal Officer who will do the communication and attend to all the queries related to student exchange, patient care and medical tourism and other related areas.

#### **ARTICLE 5:**

Both the party shall bear all expenses and delegation travel, boarding & lodging. All expenses for organizing the meetings shall be borne by the hosting party.

#### **ARTICLE 6:**

Either party may request in writing an amendment of all or any part of the Memorandum of Understanding through the Nodal Officer. Any amendment agreed to by the parties will be reduced into writing and will form part of this Memorandum.

#### ARTICLE 7:

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This Memorandum of Understanding shall come into force on the date of its signature by both the Parties.

This Memorandum of Understanding shall remain in force for a period of 5 (five) years and thereafter, it shall be automatically renewed for similar successive periods at a time, unless one party informs the other party through Nodal Officer for its desire to terminate the same at least six months before its date of expiry.

IN WITNESS WHEREOF, the undersigned being duly authorized thereto, by their respective Governments, have signed this Memorandum of Understanding at the

FOR THE

DEEMED TO BE UNIVERSITY)

FOR YENEPOYA

Registrar Yenepoya (Deemed to be University) University Road, Deralakatta Mangalore 575 018

Witness

Signed on behalf of Pentecost University College

Apostle Dr. Daniel Okyere Walker

Rector

17-06-19

Date

Under the Supervision and Implementation by

Mr Dominic Oduro-Antwi

PRESIDENT, Ghana India Trade Advisory Chamber

Witnessed by



17/36/19

Date

Mr. Michael Wisdom Gyimah

Head of Library

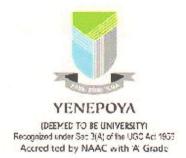
Pentecost university College

Dr Senorita Isaac

Special

/International relations(GITAC)





### MEMORANDUM OF UNDERSTANDING

#### BETWEEN

#### GHANA INDIA TRADE ADVISORY CHAMBER GHANA

AND

YENEPOYA (DEEMED TO BE UNIVERSITY), MANGALORE

FOR

REPRESENTATION, EDUCATIONAL COOPERATION, EXTENDING HEALTH SERVICES AND STRENGTHENING OF RELATIONSHIP IN TERMS OF HEALTH, EDUCATION AND SKILL DEVELOPMENT, MEDICAL TOURISM

The YENEPOYA (DEEMED TO BE UNIVERSITY), MANGALORE, INDIA AND THE GHANA INDIA TRADE ADVISORY CHAMBER GHANA (herein after referred to as the first party and second party respectively).

RECOGNIZING the parties are desirous to enhance the bilateral co-operation and strengthen the ties of friendship between the two countries, realizing the importance of education and research, health care services, skill development, medical tourism in terms of generating value human resources that advances the local economy, employability, health care services and mutual interest on equal grounds.

EMPHASIZING the need to strengthen, deepen and broaden cooperation in education, research, health care services and medical tourism.

RECOGNIZING further the importance of medical education and research, health care and cultural values in enhancing the knowledge and understanding between their people.

TAKING INTO ACCOUNT the importance of the parties as partner and major source market for education, health and tourism

US Somayonz

HAVE REACHED the following understanding:

#### ARTICLE 1:

The parties will seek in accordance with the National Medical Education Laws of each county to enhance the bilateral co-operation in Medical Education & Research, Medical tourism, Health care services and Hospitality sectors.

#### ARTICLE 2:

The second party will encourage student and faculty exchange programs, medical education exchange, medical tourism, extension of health care services at community level and cultural exchange at the Yenepoya (Deemed to be University) and support each other for enhancing the skill development in the specialized and niche areas of health care services and super specialty disciplines for creating massive employment opportunities. Both parties shall promote cooperation and direct communication between the stake holders of Medical Education & Research, Health Care Services, Medical tourism and other related activities for enhancing growth in skills, tourism and exchange at higher education sectors.

#### **ARTICLE 3**:

The parties shall endeavor to enhance co-operation in the following areas under this Memorandum of Understanding:

- a) Expansion of Bilateral co-operation in Medical Education & Research, Health Care Services and Skill development.
- b) Specialist Doctors for advanced fellowship in Super/Sub specialties (UROLOGY, NEUROLOGY, NEURO-SURGERY, NEPHROLOGY, CARDIOLOGY, CARDIOTHORACIC AND VASCULAR SURGERY, PAEDIATRIC SURGERY, GASTRO ENTROLOGY, PLASTIC SURGERY, ONCOLOGY AND ONCOSURGERY, CRANIO-FACIAL SURGERY AND ALL OTHER RELATED SPECIALITIES)
- c) Professionals for higher educational programs in B.Sc., M.Sc. Nursing & Allied Sciences Technicians Health technology programs.
- a. Cardio Vascular Technology
- b. Perfusion Technology
- c. Renal Dialysis Technology
- d. Respiratory Care Technology

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- e. Optometry Technology
- f. Anesthesia & OT Technology
- g. Medical Imaging Technology
- h. Medical Laboratory Technology
- i. Any other Medical/Health Technology
- 1. UROLOGY setting up kidney stone and prostate care centre. Training for urologist (Endo urology & Minimally invasive surgery)
- 2. NEPHROLOGY Dialysis technician training Kidney transplant 3. Paramedical Courses Bachelor of dialysis technology, Bachelor of OT technology, Bachelor of Cardiac perfusion Bachelor of optometry, Bachelor of cardiovascular technology 4. NURSES TRAINING Emergency care Operation theatre Critical care unit Pediatric care Midwifery and gynecology

MEDICAL TOURISM 1. Urology and Nephrology services 2. Oncology & Onco surgery services 3. Joint replacement surgery 4. Cardiac surgeries

5. Plastic surgery

Scholarship Scheme in the the name of president of Ghana (Akuffo Addo )-100%

- d) Doctors, Nurses and Paramedics and any other related fields for short term skill building & extension programs based on needs and certification requirements.
- e) Medical tourism for referral of needy patients and empanelment of insurance agencies.
- f) Professional exchange programs in Health & Allied subjects.
- g) Development of joint research programs and funding with mutual consent in emerging areas of health and allied fields.
- h) Establishment of joint centers and exchange programs for skill training and innovation management in Medtech & incubation facilities for encouraging Innovation and Entrepreneurship.
- i) Establishment of Student & Faculty Exchange Programs for enhancing culture and education exchange
- j) Participation in travel and education fairs in each countries
- k) Promoting entrepreneurship and business development in both the organizations.

#### ARTICLE 4:

Within the framework of this Memorandum of Understanding in order to exchange view and ideas and opinions on improving the Medical Education sector, Health Care Services, Medical Tourism and other related areas both the parties shall plan a road map for enhancing effective co-operation. Each party will assign a Nodal Officer who will do the communication and attend to all the queries related to student exchange, patient care and medical tourism and other related areas.

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#### **ARTICLE 5:**

Both the party shall bear all expenses and delegation travel, boarding & lodging. All expenses for organizing the meetings shall be borne by the hosting party.

#### **ARTICLE 6:**

Either party may request in writing an amendment of all or any part of the Memorandum of Understanding through the Nodal Officer. Any amendment agreed to by the parties will be reduced into writing and will form part of this Memorandum.

#### ARTICLE 7:

This Memorandum of Understanding shall come into force on the date of its signature by both the Parties.

This Memorandum of Understanding shall remain in force for a period of 5 (five) years and thereafter, it shall be automatically renewed for similar successive periods at a time, unless one party informs the other party through Nodal Officer for its desire to terminate the same at least six months before its date of expiry.

IN WITNESS WHEREOF, the undersigned being duly authorized thereto, by their respective Governments, have signed this Memorandum of Understanding at the

FOR THE

(DEEMED TO BE UNIVERSITY)

Witness

Dominic Oduro-Antwi

President, Ghana India Trade Advisory Chamber

Registrar

FOR YENEPOYA

Yenepoya (Deemed to be University)
University Road, Deralakatte
Mangalore 575 018

Introduced By

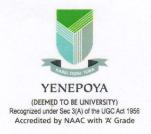
Dr Senorita Isaac

Ms Nayoota Twum Barima

Executive-Member

Ghana India Trade Advisory Chamber

Date:





FRAMEWORK AGREEMENT FOR COLLABORATION ON ACADEMICS AND RESEARCH BETWEEN YENEPOYA (DEEMED TO BE UNIVERSITY), MANGALORE, INDIA AND GULF MEDICAL UNIVERSITY, AJMAN, UAE

This Agreement dated ....../2019 is made **BY AND BETWEEN:** 

The party of the first part,

Dr. Gangadhara Somayaji, Registrar of Yenepoya University, Deralakatte, Mangalore, Karnataka, India, acting on behalf of Yenepoya University, Mangalore.

And the party of the second part,

Prof. Manda Venkatramana, Vice Chancellor Academics of Gulf Medical University, P.O. Box 4184, Ajman, United Arab Emirates, acting on behalf of Gulf Medical University, U.A.E

The Parties mutually acknowledge the necessary capacity to subscribe to this Framework Agreement, and to this effect:

#### **DECLARE**

FIRST .-. That Yenepoya (Deemed to be University) at Mangalore, Karnataka, India was established under the section 3A of the UGC Act 1956 in the year 2008. The University is accreditated "A" grade by the NAAC and is currently at 92nd position among the 100 top insitutions ranked under National Institutional Ranking Framework of MHRD, Govt. Of India. The University offers 105 different programmes in the areas of Health and Allied Sciences, The University currently has on its rolls nearly 3500 students. The University has introduced70 new programmes during last 5 years. The PhD programme is offered in 39 Departments and Research Centres as per the UGC regulations. Research fellowship schemes and short research studies have been included in the curriculum to bring about research orientation and practice of evidence based medicine. The research and innovation centers of the University carry out research in emerging areas of health and allied areas with emphasis on translational and patient oriented clinical research.

#### SECOND -

**GULF MEDICAL UNIVERSITY (GMU)** established in 1998 is a leading medical university in the Gulf region. The University is accredited by Commission for Academic Accreditation-licensed under Ministry of Higher Education – UAE.

The **GULF MEDICAL UNIVERSITY**, is now a leading medical university with its own growing network of world-class academic institutions, hospitals and a dynamic research división. We are constantly endeavoring to transform the University into a vibrant Academic Health System linking the best of medical education, healthcare and research, manned by the finest professionals..

GMU offers Medical and Health Professional Education in the field of Medicine, Dentistry, Pharmacy, Physiotherapy, Nursing, Medical Laboratory Sciences, Anesthesia Technology, Medical Imaging Sciences and Healthcare Management and Economics. GMU also offers postgraduate programs in Physical Therapy, Clinical Pharmacy, Periodontics, Endodontics, Public Health, Health Professions Education, Environmental Health and Toxicology, Healthcare Management and Economics. In addition, the university also offers Short Term Certificate Courses for Health workforce development and career enhancement. GMU differentiates itself having its own network of hospitals, clinics, and institutes.

**THIRD** - That both parties according to their nature and purposes share interests in the development of research in order to foster the generation, the comprehension and transfer of knowledge. Therefore, both parties are interested in signing an agreement regulating this collaboration and developing the described objectives. From now on this agreement will be called Framework Agreement, subject to the following.

#### CLAUSES

#### FIRST - OBJECTIVE

This Framework Agreement is intended to facilitate the scientific exchange and advice between the undersigned institutions within the scope described in this document and, in particular, those activities related to teaching, research, management and transfer of the results of research activity.

#### SECOND - FORMS OF COLLABORATION

The forms of collaboration under this Framework Agreement may include, but are not limited to:

- 1. Explore possibilities for Teaching support in degrees, postgraduate and doctoral programs through giving conferences and specialized seminars.
- 2. Collaboration in Medical Education and Academic Innovation;
  - a) Faculty Training in Medical Education
  - b) Certificate of competency in Medical Education
  - c) GMU partial scholarships in
    - Joint Masters in Health Professions Education (in collaboration with FAIMER).
    - ii. Master in Public Health (in collaboration with University of Arizona).
    - iii. Executive Master in Healthcare Management and Economics (in collaboration with University of Central Florida).
- 3. Explore joint use of scientific and technical facilities;
- 4. Explore preparation and development of joint research projects; in which faculty and doctoral students can participate doing doctoral research as part of their PhD.
- 5. Joint publications, projects of national and international significance; and joint funding of projects
- 6. Explore possibilities for joint development of specialized training programmes such as degrees, postgraduate and doctoral programmes.
- 7. Organization of conferences and seminars;
- 8. Whatever other form of collaboration considered necessary to meet the objectives of this Agreement.

### THIRD - DEVELOPMENT AND MANAGEMENT OF JOINT ACTIVITIES

The development of the activities to be developed jointly between the Parties shall be established through specific Agreements, in which the signatory entities or any other minority holdings shall be able to intervene, directly or indirectly.

The specific Agreements shall refer to this Framework Agreement and, where appropriate, shall establish the economic contributions which are necessary for the adequate development of the project.

### FOURTH - SUPERVISION OF THE EXECUTION OF THE FRAMEWORK AGREEMENT

A Supervision Committee shall be created to interpret, supervise and control compliance with this Framework Agreement, as well as with the specific Agreements subscribed to during the development of this Agreement. Each party shall designate two of the four members of the Committee, which shall meet at least once a year.

The Committee shall interpret the questions that may arise regarding the content of this Agreement and shall ensure coordination, development, supervision and implementation of the actions set forth therein.

#### FIFTH - LENGTH OF THE AGREEMENT

This Framework Agreement shall remain in force for a period of five years, and may be extended for additional periods by agreement of the Parties, unless otherwise expressed by one of the Parties and communicated at least three months before the expiry date.

The specific Agreements made in the course of this Agreement shall be of the agreed length for each case.

#### SIXTH - DISCLOSURE OF INFORMATION

Any information or publicity resulting from collaboration under this Framework Agreement or the specific Agreements shall include the collaboration between the Parties.

#### **SEVENTH - TERMINATION**

This Framework Agreement may be amended at any time by agreement of all Parties, at request of either party, and may be terminated by any of the following causes:

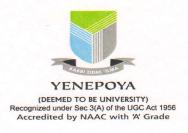
- a) By mutual agreement;
- b) due to a serious and repeated breach of the obligations under the agreement;
- c) Due to a denunciation of any of the Parties in accordance with the seventh clause;
- d) Other causes set out in the legislation currently in force.

#### **EIGHTH - JURISDICTION**

This Agreement has a civil nature. Any conflicts that could arise regarding the interpretation and execution of this Agreement will be resolved by mutual agreement and by the Supervision Committee mentioned in the fourth clause.

**IN WITNESS WHEREOF**, the undersigned, being duly authorized, sign this Framework Agreement in duplicate, on all the sheets, in the place and on the date mentioned at the beginning of said Agreement.

Gulf Medical University, Ajman	Yenepoya (Deemed to be University), Mangalore
Signed:	Signed:
1. Prof. Manda Venkatramana Vice Chancellor Academics	Dr. Gangadharay Somyajilakatta Registrar Mangalore 575 018
Date:	Date: 08/04/2019
*	
2	2. Perla P. D.
Prof. Salem Chouaib	Dr. Rekha P. D,
Vice Chancellor Research	Dy. Director- YRC
Date: JJJ	Date: 03.04.2019
	Deputy Director
	Yenepoya Research Centre
	Yenepoya (Deemed to be University)
	Deralakatte, Mangaluru-575018





#### Memorandum of Understanding

#### **Details:**

Parties The University of Queensland (ABN 63 942 912 684) (through its Faculty of Health & Behavioural Sciences (HABS)), a body corporate established under the *University of Queensland Act* 1998 (Qld), St Lucia, QLD 4072 Australia, referred to as UQ

AND

Yenepoya (Deemed to be) University (through its Yenepoya Dental College), (University Road, Deralakatte, Mangalore, 575 018, Karnataka, India) referred to as Yenepoya

Collectively referred to as the 'Parties'

#### 1 Background

- (a) UQ ranks in the world's top universities, as measured by several key independent rankings, including QS World Rankings (48), Academic Ranking of World Universities (55), and the Times Higher Education World University Rankings (69).
- (b) Yenepoya is an internationally recognised higher education institution ranked [Ranked 92<sup>nd</sup> among Universities in National Institute Ranking Framework, Ministry of Human Resource Development, Govt. of India and accredited by National Assessment and Accreditation Council with "A" Grade].
- (c) The parties intend to participate in a joint academic collaboration and have entered into this MOU to promote and facilitate such a relationship.

#### 2 Understanding

- (a) The purpose of this MOU is to record the understanding of the parties to strengthen and promote academic and research collaboration between the parties based upon the principles of equality, reciprocity, mutual respect, best effort and frequent interactions. The parties propose to undertake such research collaborations as follows:
  - (i) To encourage active research and academic engagement across two schools;
  - (ii) Explore possible placement opportunities in India for UQ Dental Science students;
  - (iii) Provide an opportunity for students from both institutions to travel and experience culturally diverse learning; and
  - (iv) To use their best effort to encourage joint research activities and other activities as may be proposed by either party in the field of materials science.
- (b) The parties have selected the following designated representatives to facilitate discussions:

- (i) For The University of Queensland, the designated person is the Executive Dean, Faculty of Health & Behavioural Sciences.
- (ii) For Yenepoya, the designated person is the Dean/Principal, Yenepoya Dental College
- (c) The parties understand that during those discussions they:
  - (i) are bound to follow applicable laws, rules, internal policies and procedures;
  - (ii) must not misrepresent any matter or engage in misleading or deceptive conduct; and
  - (iii) may be required to obtain relevant professional advice (including Legal, HR and Finance) and internal approvals.
- (d) The parties understand they may be requested to:
  - provide relevant information and documents to the other party (including confidential information in the possession of that party);
  - (ii) conduct due diligence and prepare appropriate documentation including intellectual property audits, business plans and risk assessments.

#### 3 Limits of understanding

- (a) This document is only to express the intentions of the parties to cooperate. The expressed intentions in this document are not to be read or regarded as binding. No legally binding obligations arise as a consequence of the signing of this document. This document is not capable of giving rise to any ground for a party to institute legal proceedings of any kind against another party.
- (b) No offer or guarantee is made or contained herein. Actions taken by any party in reliance on this document, or statements made pursuant to this document, will be at that party's sole risk.
- (c) A party may withdraw from their stated intention to cooperate at any time by written notice to the other party. Unless a party withdraws at an earlier time, this document shall expire within 3 years of signing.
- (d) Each party is aware that this document does not contain any obligations of confidentiality. If the parties wish to exchange confidential information, they will enter a separate, legally binding confidentiality agreement.
- (e) The parties agree that, as at the date of signing this document, to the best of their knowledge, no conflict of interest exists or is likely to arise in relation to the intention of the parties to cooperate under this document. If during the term of this document, a conflict or potential conflict of interest arises for one of the parties, then that party will immediately notify the other party in writing of that conflict or potential conflict of interest.

#### 4 Other

(a) Each party will bear its own costs relating to this document.

### Memorandum of Understanding

**IN WITNESS WHEREOF**, the parties hereto have caused this document to be executed in two identical copies of one and the same effect by their respective duly authorised representatives on the day and year first above written.

For and on behalf of YENEPOYA (DEEMED TO BE) UNIVERSITY Acting through Yenepoya Dental College

Dr. Gangadhar Somayaji

Registrar

Date: 26/3/2019

For and on behalf of

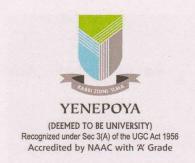
THE UNIVERSITY OF QUEENSLAND acting through Faculty of Health & Behavioural Sciences

Professor Bruce Abernethy

**Executive Dean** 

DATE: 22/3/2019





#### MEMORANDUM OF UNDERSTANDING

#### BETWEEN

#### **GHANA HEALTH SERVICE**

#### AND

#### YENEPOYA (DEEMED TO BE UNIVERSITY), MANGALORE

#### FOR

# EDUCATIONAL COOPERATION, EXTENDING HEALTH SERVICES AND STRENGTHENING OF RELATIONSHIP IN TERMS OF HEALTH, EDUCATION AND SKILL DEVELOPMENT

The YENEPOYA (DEEMED TO BE UNIVERSITY), MANGALORE, INDIA AND THE GHANA HEALTH SERVICE (herein after referred to as the first party and second party respectively).

RECOGNIZING the parties are desirous to enhance the bilateral co-operation and strengthen the ties of friendship between the two countries, realizing the importance of education and research, health care services, skill development, medical tourism in terms of generating value human resources that advances the local economy, employability, health care services and mutual interest on equal grounds.

EMPHASIZING the need to strengthen, deepen and broaden cooperation in education, research, health care services and medical tourism.

RECOGNIZING further the importance of medical education and research, health care and cultural values in enhancing the knowledge and understanding between their people.

TAKING INTO ACCOUNT the importance of the parties as partner and major source market for education, health and tourism

HAVE REACHED the following understanding:

#### ARTICLE 1:

The parties will seek in accordance with the National Medical Education Laws of each county to enhance the bilateral co-operation in Medical Education & Research, Medical tourism, Health care services and Hospitality sectors.

#### ARTICLE 2:

The second party will encourage student and faculty exchange programs, medical education exchange, medical tourism, extension of health care services at community level and cultural exchange at the Yenepoya (Deemed to be University) and support each other for enhancing the skill development in the specialized and niche areas of health care services and super specialty disciplines for creating massive employment opportunities. Both parties shall promote cooperation and direct communication between the stake holders of Medical Education & Research, Health Care Services, Medical tourism and other related activities for enhancing growth in skills, tourism and exchange at higher education sectors.

#### ARTICLE 3:

The parties shall endeavor to enhance co-operation in the following areas under this Memorandum of Understanding:

- a) Expansion of Bilateral co-operation in Medical Education & Research, Health Care Services and Skill development.
- b) Specialist Doctors for advanced fellowship in Super/Sub specialties (UROLOGY, NEUROLOGY, NEURO-SURGERY, NEPHROLOGY, CARDIOLOGY, CARDIOTHORACIC AND VASCULAR SURGERY, PAEDIATRIC SURGERY, GASTRO ENTROLOGY, PLASTIC SURGERY, ONCOLOGY AND ONCOSURGERY, CRANIO-FACIAL SURGERY AND ALL OTHER RELATED SPECIALITIES)
- c) Professionals for higher educational programs in Bsc, Msc Nursing & Allied Sciences Technicians Health technology programs.
  - a. Cardio Vascular Technology
  - b. Perfusion Technology
  - c. Renal Dialysis Technology
  - d. Respiratory Care Technology
  - e. Optometry Technology
  - f. Anaesthesia & OT Technology
  - g. Medical Imaging Technology
  - h. Medical Laboratory Technology

#### i. Any other Medical/Health Technology

- d) Doctors, Nurses and Paramedics and any other related fields for short term skill building & extension programs based on needs and certification requirements.
- e) Medical tourism for referral of needy patients and empanelment of insurance agencies.
- f) Free Pediatric services to needy patients referred from Republic of Ghana
- g) Professional exchange programs in Health & Allied subjects.
- h) Development of joint research programs and funding with mutual consent in emerging areas of health and allied fields.
- i) Establishment of joint centers and exchange programs for skill training and innovation management in Medtech & incubation facilities for encouraging Innovation and Entrepreneurship.
- j) Establishment of Student & Faculty Exchange Programs for enhancing culture and education exchange
- k) Participation in travel and education fairs in each countries
- I) Promoting entrepreneurship and business development in both the countries.
- m) Yenepoya University will provide Scholarship/Fellowship to deserving students on mutually agreed terms for short and long term programs.

#### ARTICLE 4:

Within the framework of this Memorandum of Understanding in order to exchange view and ideas and opinions on improving the Medical Education sector, Health Care Services, Medical Tourism and other related areas both the parties shall plan a road map for enhancing effective co-operation. Each party will assign a Nodal Officer who will do the communication and attend to all the queries related to student exchange, patient care and medical tourism and other related areas.

#### ARTICLE 5:

Both the party shall bear all expenses and delegation travel, boarding & lodging. All expenses for organizing the meetings shall be borne by the hosting party.

#### ARTICLE 6:

Either party may request in writing an amendment of all or any part of the Memorandum of Understanding through the Nodal Officer. Any amendment agreed to by the parties will be reduced into writing and will form part of this Memorandum.

#### ARTICLE 7:

This Memorandum of Understanding shall come into force on the date of its signature by both the Parties.

This Memorandum of Understanding shall remain in force for a period of 5 (five) years and thereafter, it shall be automatically renewed for similar successive periods at a time, unless one party informs the other party through Nodal Officer for its desire to terminate the same at least six months before its date of expiry.

FOR GHANA HEALTH SERVICE DR ANTHONY NSIAH ASARE ACCRA, GHANA

FOR YENEPOYA (DEEMED TO BE UNIVERSITY) MANGALORE, INDIA

THE DIRECTOR GENERAL

Vice Chancellor

Witness

HIGH COMMISSIONER OF GHANA

MICHEAL A.N.N. OQUAYE ESQ.

Mitness

Dr. ARUN A BHAGWATH



COOPERATION AGREEMENT BETWEEN THE UNIVERSIDADE ESTADUAL PAULISTA "JÚLIO DE MESQUITA FILHO" – UNESP, BRAZIL, AND THE YENEPOYA DEEMED TO BE UNIVERSITY, INDIA.

The UNIVERSIDADE ESTADUAL PAULISTA "JÚLIO DE MESQUITA FILHO", São Paulo, Brazil, hereinafter referred to as "UNESP", in this act represented by its Rector, Prof. Dr. SANDRO ROBERTO VALENTINI, and the YENEPOYA DENTAL COLLEGE, FACULTY OF DENTISTRY, India, hereinafter referred to as YENEPOYA DEEMED TO BE UNIVERSITY, in this act represented by its Dean, Dr. B.H.SRIPATHI RAO intending to establish academic, scientific and technical cooperation programs, decide to enter the following COOPERATION AGREEMENT.

#### **CONSIDERING**

- 1) The common interest of maintaining, deepening and developing joint academic, scientific and technical activities;
- 2) The mutual convenience of promoting exchange actions of staff, technicians and students that contribute to the scientific progress and the strengthening of its specialized human resources.
- 3) The intention that the joint research programs and projects result in an effective complementation for the progress and development of both Institutions.

#### **AGREE**

FIRST: To mutually provide scientific and cultural consultancy and support to the exchange

of staff and students, according to annual programs previously established, also accepting for the mobility of students and staff in accordance with the intentions and regulations of each institution, when agreed by the departments and/or programs of

both institutions.

**SECOND:** To propose and develop joint research projects, in such a way to achieve an effective

improvement of human and material resources as well as of information available.

**THIRD:** To develop cooperation forms and actions in other areas of mutual interest, such as,

the promotion of scientific events, technical cooperation activities, technology

transference, etc.

FOURTH: The parties establish that each specific activity to be developed shall be defined and

detailed in terms of its objectives, mechanisms, time and resources, through supplementary documents, which, once approved, will be part of this AGREEMENT,

as Annexes.



In order to implement the staff and students exchange programs, and to develop FIFTH:

research and technical cooperation projects, the parties will seek, through national and international entities, jointly or independently, the necessary financial resources.

In all communications and publications arising from programs developed through SIXTH:

this AGREEMENT, both signatory Institutions will be expressly mentioned.

For the coordination of the actions arising from this AGREEMENT, the responsible SEVENTH:

for the External Relations Office (AREX) will be appointed by UNESP, and the INTERNATIONAL AFFAIRS INCHARGE, will be appointed by YENEPOYA

DEEMED TO BE UNIVERSITY.

This AGREEMENT will be enforced from the date of its signature and its duration EIGHTH:

will be of 05 years, except one of the parties expresses its wish for amendment or termination. In such case, it shall be communicated in writing, with an advance of at

least three months.

NINTH: This AGREEMENT is signed in 04 (four) copies, 02 (two) in Portuguese and 02

(two) in English, versions with equal legal validity, each party keeping 01 (one) copy

in each language.

Having read this AGREEMENT, and being aware of its content and reach of each of the clauses, it is signed by:

DATE:

Universidade Estadual Paulista "JÚLIO DE MESQUITA FILHO" – UNESP YENEPOYA DEEMED TO BE UNIVERSITY

DATE: 16 JAN 2019

Prof. Dr. Sandro Roberto Valentini

RECTOR

DR. B.H.SRIPATHI RAO

RECTOR

DEAN / PRINCIPAL Yenepoya Dental College Yenepoya Deemed to be University University Road, Deralakatte

Mangaluru-575018

## Collaboration Agreement

for execution of the Project

Discovering new therapeutic targets and drugs to combat AMR tuberculosis

Funded by The Olav Thon foundation

### Contracting parties

Norges teknisk-naturvitenskapelige universitet (NTNU), hereinafter referred to as NTNU or Project owner, established in Høgskoleringen 1, 7491 Trondheim, Norway, represented by Department head, Professor Torstein Baade Røe or another authorised representative, and

**Linkøping University**, hereinafter referred to as **LiU**, established in Linkøping, Sweden, represented by the Department of clinical and experimental medicine and Prof. Maria Lerm, or another authorised representative, and

Research Center Borstel - Leibniz Center for Medicine and Biosciences, hereinafter referred to as FZB, established in Borstel, Germany, represented by Prof. Norbert Reiling, or another authorised representative, and

Yenepoya (Deemed to be University) Mangalore, hereinafter referred to as YP, established in 2008, represented by Dr. Shrikumar Menon, the Registrar, Yenepoya (Deemed to be University) and

hereinafter jointly referred to as the "parties" or individually as "party".

#### 1 Definitions

Background means: the IPR stated in Appendix 3.

Commercial utilisation means: Direct or indirect use of project results in the development and/or marketing of products, services or processes, or the transfer and/or licensing of use of project results to third parties. Publication through publishing houses is not defined as commercial utilisation.

#### Needed - means:

For the implementation of the Project:

User rights are Needed if, without the grant of such user rights, carrying out the tasks assigned to the recipient party would be impossible, significantly delayed, or require significant additional financial or human resources.

#### For use of own Project results:

User rights are Needed if, without the grant of such user rights, the use of own Project results would be technically or legally impossible.

Project means: the project described in Appendix 1.

**Project result** means: any IPR, inventions, discoveries, reports or other information that has been developed during the performance of the Project.

**R&D** activity means: The activity (ies) that a party is going to conduct as a part of the implementation of the Project.

#### 2 The Scope of work, purpose and appendices

2.1 The parameters of the Project, including the terms and conditions for support from the Olav Thon Foundation, the scope of the support, the Project's objective, the Project description, Funding plan and reporting requirements are stated in Appendix 1;

Appendix 1: Granting letter from the Olav Thon Foundation including the Project description.

In the event of any contradiction between Appendix 1 and this Collaboration agreement, Appendix 1 shall have priority. The following attached documents shall also be part of this Collaboration agreement:

Appendix 2: The individual party's Key responsible persons.

Appendix 3: Background.

Appendix 4: Annual cost and funding plan for the parties, involving distribution of funds from the Project owner.

- 2.2 Each party is required to contribute resources to the implementation of the Project and the fulfilment of the Granting letter pursuant to the duties and obligations specified in this Collaboration agreement, the Project description and the Funding plan. The parties bear mutual responsibility for implementation of the Project and for achieving the results outlined in the Project description.
- 2.3 The parties shall take reasonable measures to ensure the accuracy of any information or materials it supplies to the other party.

#### 3 Project management

- 3.1 Each party should at any time have identified a legal/administrative responsible, financial officer and a scientific responsible (Appendix 2), hereafter referred to as Key responsible persons. The scientific responsible of the Project owner is the Project manager.
- 3.2 The Key responsible persons shall ensure that the intentions and plans underlying the Granting letter for the Project are fulfilled, and that the activities set out in the Project description and the Funding plan are completed within the approved time frame.
- 3.3 The Project manager is Professor Trude Helen Flo, being responsible for the day-to-day activities of the Project, facilitate communication between project parties and set up a secure domain for sharing of project matters (results, protocols).
- 3.4 Annual project meetings will be held at one of the parties' institutions; virtual skype meetings will be held bi-monthly for project updates.
- 3.5 Reporting. Project manager will write the annual report for the Thon Foundation based on scientific progress, personnel and economy reports from all parties sent to the Project manager at the end of January each year.

#### 4 Changes to the consortium, subcontracting and dispute resolution

4.1 Each party shall perform the R&D activity, if any, that the party in question has undertaken pursuant to the

Project description. A party undertakes to notify the other party promptly about any significant information, facts, problems or delays likely to affect the Project.

- 4.2 If a party does not perform the agreed R&D activity in a satisfactory manner, this should be discussed between the Key responsible persons in order to find a solution.
- 4.3 Disputes that may arise between the parties shall be settled by amicable negotiations in good faith between the parties. If the Key responsible persons are not able to agree, negotiations between the Principals of the parties shall take place to find a solution. See also paragraph 12.2.
- 4.4 A party that enters into a subcontract remains responsible for carrying out its relevant part of the Project and for such subcontractor's compliance with the provisions of this Collaboration agreement and the Granting letter. It has to ensure that the involvement of a subcontractor does not affect the rights and obligations of the other parties under this Collaboration agreement and the Granting letter.

#### 5 Project plan, reporting and payment

- 5.1 The Project owner is responsible for coordinating the scientific and financial reporting to the Olav Thon Foundation. The other parties shall without undue delay submit all Project results, reports, accounting documentation and other documents that the Project owner requires fulfilling its obligations to the Olav Thon Foundation.
- 5.2 The Project owner is responsible for ensuring that funds disbursed by the Olav Thon Foundation are managed in compliance with Appendix 1. The same applies to the disbursement of funds to the other parties.
- 5.3 In accordance with its own usual accounting and management principles and practices, each party shall be solely responsible for justifying its costs with respect to the Project towards the Olav Thon Foundation.
- 5.4 The distribution of funds to the parties and any following requirements thereto, is defined in Appendix 4.
- 5.5 If a party spends less than its allocated share of the annual budget as defined in Appendix 4 to this agreement, said party will be funded in accordance with its actual duly justified eligible costs only.
- 5.6 If a party spends more than its allocated share of the annual budget as defined in Appendix 4, said party will be funded only in respect of duly justified eligible costs up to an amount not exceeding that share, if not agreed in writing between the parties in advance.

#### 6 Background

- 6.1 The Background of the Project is described in Appendix 3. The ownership of the Background will be maintained by the party that brought it into the Project.
- 6.2 Any party wishing to contribute further Background during the Project shall notify the other parties of this. Any request put forward for Background to the Project shall be approved by the other parties, and Appendix 3 shall be updated accordingly.

- 6.3 Any results from the Project that do not comprise Background pursuant to Appendix 3 and are not approved by the parties as Background pursuant to Section 6.2 will automatically be assigned the status of Project results. For the sake of clarity, this shall not limit a party's Intellectual property rights to technology or knowledge that said party can document was developed independently from the Project.
- 6.4 For the duration of the Project, a party shall have access at no charge to the other party's Background that is Needed for the implementation of their own work in the Project.
- User rights to Background if Needed for Commercial utilisation of a party's own Project results shall be granted on fair and reasonable conditions. Any Commercial utilisation of Background owned by the other party must be regulated by specific written agreements.

#### 7 Ownership rights to Project results

- 7.1 Each party has the right of ownership to Project results that the party generates on its own.
- 7.2 If a Project result has been jointly generated by the parties and if their respective share of the Project results cannot be ascertained, they shall have joint ownership of such Project results in shares corresponding to the intellectual contribution.

Said parties shall, if the nature of the Project result(s) requires so, and/or if requested by one of the parties conclude a joint ownership agreement for the use of the jointly owned Project results, including possible protection and cost allocation for the Project results. The joint ownership agreement shall as a minimum include:

- A definition or relevant Project results having joint ownership.
- A description of which of the joint owners that shall have the operative responsibility for
  protecting (through registration of Intellectual property rights and otherwise), and managing
  the jointly owned Project results (hereinafter named IP Manager), including a clear
  description of the IP Manager's Power of Attorney.
- 7.3 The owner(s) of a Project result that might have potential for Commercial utilisation, hereunder patent protection, are obliged to evaluate the need for protection of said Project results, and if relevant, secure protection by means and to the extent considered reasonable.

#### 8. User rights to Project results and software

- 8.1 User rights to Project results for the execution of own work of a party under the Project shall be granted on a royalty-free basis.
- 8.2 The parties shall have free access to use Project results for internal non-commercial research and education purposes. The parties shall have free access to use all general experience and professional knowledge that has been acquired during execution of the Project.
- 8.3 User rights to Project results if Needed for Commercial utilisation of a party's own Project results, including third party research, shall be granted on fair and reasonable conditions.
- 8.4 For the avoidance of doubt, the general provisions for user rights provided for in this Section 8 are applicable also to software. The parties' user rights to software do not include any right to receive source code or object code ported to a certain hardware platform or any right to receive respective

software documentation in any particular form or detail, but only as available from the party granting the user rights.

#### 9. Confidentiality

- 9.1 All information in whatever form or mode of transmission, which is disclosed by a party (the "disclosing party") to the other party (the "recipient party") in connection with the Project during its implementation, and which has been explicitly marked as "confidential", or when disclosed orally, has been identified as confidential at the time of disclosure and has been confirmed and designated in writing within 15 (fifteen) days at the latest as confidential information by the disclosing party, shall be treated as "Confidential information".
- 9.2 The recipient party hereby undertakes in addition, for a period of 3 (three) years after the termination of the Project:
  - not to use Confidential information otherwise and without prejudice to any commitment of non-disclosure:
  - not to disclose Confidential information to any third party without the prior written consent by the disclosing party;
  - to ensure that internal distribution of Confidential information by a recipient party shall take place on a strict need-to-know basis; and
  - to return to the disclosing party on demand all Confidential information which has been supplied to or acquired by the recipient parties including all copies thereof and to delete all information stored in a machine-readable form. However, if required by national applicable law, a copy of such information may be retained.
- 9.3 The recipient party shall be responsible for the fulfilment of the above obligations on the part of their employees and shall ensure that their employees remain so obliged, as far as legally possible, during and after the termination of the Project and/or after the termination of employment.
- 9.4 The above shall not apply for disclosure or use of Confidential information, if and in so far as the recipient party can show that:
  - the Confidential information becomes publicly available by means other than a breach of the recipient party's confidentiality obligations;
  - the disclosing party subsequently informs the recipient party that the Confidential information is no longer confidential;
  - the Confidential information is communicated to the recipient party without any obligation of
    confidentiality by a third party who is in lawful possession thereof and under no obligation of
    confidence to the disclosing party;
  - the Confidential information, at any time, was developed by the recipient party completely independently of any such disclosure by the disclosing party; or
  - the Confidential information was already known to the recipient party prior to disclosure.
- 9.5 The recipient party shall apply the same degree of care with regard to the Confidential information disclosed within the scope of the Project as with its own confidential and/or proprietary information, but in no case less that reasonable care.
- 9.6 Each party shall promptly advise the other party in writing of any unauthorized disclosure, misappropriation or misuse by any person, of Confidential information as soon as said party becomes aware of such unauthorized disclosure, misappropriation or misuse.

- 9.7 If any party becomes aware that it will be required, or is likely to be required, to disclose Confidential information in order to comply with applicable laws or regulations or with a court or administrative order, it shall, to the extent it is lawfully able to do so, prior to any such disclosure:
  - · notify the disclosing party, and
  - comply with the disclosing party 's reasonable instructions in order to protect the confidentiality of the information.
- 9.8 The confidentiality obligations under this Consortium agreement shall not prevent the communication of Confidential information to the Olav Thon Foundation.

#### 10. Dissemination of Project results

- 10.1 Project results shall be published as rapidly as possible in accordance with the procedure described herein.
- 10.2 Prior notice of any planned publication shall be distributed between the parties and sent to the Project manager at least 14 calendar days before the submission of the publication. Any objection to the planned publication by any party shall be made in writing to the Project manager and the relevant party within 7 calendar days after receipt of the notice. If no objection is made within the time limit stated above, the publication is permitted.
- 10.3 An objection is justified if:
  - a) the protection of the objecting party's Project results or Background is adversely affected in which case a delay according to 10.5 may be requested; or
  - b) the proposed publication includes Confidential information of the objecting party.
- 10.4 An objection has to include a precise request for necessary modifications.
- 10.5 If the owner of a Project result wants to protect the Project result, the owner may request that a publication covering that Project result is withheld up to 4 months from receipt of the publication notice. Any such requests and/or objections should be handled according to guidelines at the involved party's institution and national laws.
- 10.6 For the avoidance of doubt, a party shall not include in any publication another party's Project results or Background without obtaining the owning party's prior written approval, unless they are already published.
- 10.7 Nothing in this Consortium agreement shall be construed as conferring rights to use in advertising, publicity or otherwise the name of the parties or any of their logos or trademarks without their prior written approval.

#### 11 Liability of the parties in relation to each other

11.1 In respect of any information or materials (incl. Project results and Background) supplied by one party to another under the Project, no warranty or representation of any kind is made, given or implied as to the sufficiency or fitness for purpose nor as to the absence of any infringement of any proprietary rights of third parties.

#### Therefore,

 the recipient party shall in all cases be entirely and solely liable for the use to which it puts such information and materials, and

- no party granting user rights shall be liable in case of infringement of proprietary rights of a third party resulting from any other party exercising its user rights.
- 11.2 No party shall be responsible to any other party for any indirect or consequential loss or similar damage such as, but not limited to, loss of profit, loss of revenue or loss of contracts, provided such damage was not caused by a wilful act or by gross negligence.
- 11.3 For any remaining contractual liability, a party's aggregate liability towards the other parties collectively shall be limited to once the party's share of the total costs of the Project, provided such damage was not caused by a wilful act or gross negligence.
- 11.4 The terms of this Collaboration agreement shall not be construed to amend or limit any party's statutory liability.
- 11.5 Each party shall be solely liable for any loss, damage or injury to third parties resulting from the performance of the said party's obligations by it or on its behalf under this Collaboration agreement or from its use of Project results or Background.
- 11.6 No party shall be considered to be in breach of this Collaboration agreement if it is prevented from fulfilling its obligations under the Collaboration agreement by Force majeure. Each party will notify the Project manager without undue delay. If the consequences of Force majeure for the Project are not overcome within 6 weeks after such notification, the transfer of tasks if any shall be decided by the involved Key responsible persons.
- 12 The Consortium agreement's validity, dissolution of a consortium, interpretation, etc.
- 12.1 This agreement will enter into force upon being signed and will continue to apply in its entirety until the conclusion of the Project period pursuant to Appendix 1, unless the parties decides otherwise.
- 12.2 This agreement is subject to Norwegian law. Attempts shall be made to resolve any disputes by negotiation or voluntary mediation. In the event such attempts do not succeed within one month after negotiations have been requested, the dispute may be brought before the district court of Sør-Trøndelag.

#### 13 Signatures

13.1 The Parties have caused this Collaboration agreement to be duly signed by the undersigned authorised representatives in separate signature pages.

#### APPENDIX 2: The individual party's Key responsible persons

#### NTNU

Scientific responsible:

Professor Trude H. Flo

Norwegian University of Science and Technology Centre of Molecular inflammation Research (CEMIR) PO Box 8905 MTFS, NO-7491 Trondheim, Norway

trude.flo@ntnu.no +47 91897796

Legal responsible:

Professor Torstein Baade Rø, Head of department Norwegian University of Science and Technology, Department of clinical and molecular medicine (IKOM) Høgskoleringen 5, N-7465, Trondheim, Norway

torstein.ro@ntnu.no +47 72574051

Financial officer:

Espen Murvold

Norwegian University of Science and Technology, Department of clinical and molecular medicine (IKOM) Høgskoleringen 5, N-7465, Trondheim, Norway

Espen.Murvold@ntnu.no

+47 72824682

#### LiU

Scientific responsible: Legal responsible: Financial officer:

#### FZB

Scientific responsible: Legal responsible: Financial officer:

#### YP

Scientific responsible: Dr. Keshava Prasad T. S., Professor and Deputy Director Center for Systems Biology and Molecular Medicine
Yenepoya Research Centre, Yenepoya (Deemed to be University)\*
University Road, Mangalore 575018, India
<a href="mailto:keshav@yenepoya.edu.in">keshav@yenepoya.edu.in</a>; <a href="mailto:tskprasad@gmail.com">tskprasad@gmail.com</a>; +919972250102

Legal responsible: Dr. Shreekumar Menon, The Registrar, Yenepoya (Deemed to be University), University Road, Mangalore 575018, India, <a href="mailto:registrar@yenepoya.edu.in">registrar@yenepoya.edu.in</a>; +91 9810144308

Financial officer: Mr. Mohammad Bava, Finance Officer, Yenepoya (Deemed to be University), University Road, Mangalore 575018, India, financeofficer@yenepoya.org; +91 9880570079

#### **APPENDIX 3: Background**

(pre-existing intellectual property like patents, databases, software etc. made available to the partners in the consortium for use in the project)

#### To be filled out by the parties

#### Yenepoya (Deemed to be University)

- 1. Proteomic facilities including Orbitrap Tribrid Fusion mass spectrometer, QTRAP mass spectrometer and accessories, licensed software such as Proteome Discover Suite, MASCOT search algorithms
- 2. Routine molecular biology equipment including PCR, Western Blot apparatus, and HPLC
- 3. Servers for data storage and analysis

**APPENDIX 4:** Annual cost and funding plan for the parties` involvement in the Project, involving distribution of funds from the Project owner.

The original budget is included with Appendix 1. The budget is revised to include a split in the technical position between NTNU and FZB with allocation of funds equivalent to 975 kNOK over 4 years including running costs (Table 1).

NTNU will transfer the parties' share of the funds, given in Tables 1-2.

YP will receive their share of funding once a year (July). The transfer will be made by direct payment in advance. Accrued costs must be specified and sent to NTNU twice a year (15 January and 15 July) using table 3 below.

LiU and FZB will receive their share of funding one time each year (July) after NTNU has received the funding from the Olav Thon Foundation. The transfer will be carried out by direct payment in arrears based on eligible and documented costs. The accrued costs for every 12 months shall be specified and sent to NTNU (using Table 3 below) before the direct payment is carried out.

The reports from all parties' must contain the following cost categories:

- a) Personell and indirect costs
- b) Procurement of FoU
- c) Equipment (use of lab infrastructure)
- d) Other operating costs

In addition, any own financing from the parties has to be reported to the Project owner.

Table 1: Annual cost plan for the parties in the Project (all numbers in kNOK).

	Total	2018	2019 "	2020	2021	2022
NTNU	6 821	70	1 741	1781	1806	1423
LiU	1 247	318	413	258	258	
YP	957	162	372	279	144	
FZB	975	130	229	229	229	158
Total	10 000	680	2 755	2 547	2 437	1581

Table 2: Annual funding plan for the parties' costs in the Project (all numbers in kNOK).

	Total	2018	2019	* 2020	2021	2022
O.T. Foundation	10 000	2 500	2 500	2 500	2 500	
Total	10 000	2 500	2 500	2 500	2 500	

Table 3: Overview of accrued costs to be sent to the Project owner as basis for distribution of funds.

Acc	crued costs for the Olav	Thon found	dation n	niect			a C. Die	•
Acc	traca costs for the olav	on round	addion pi	oject				
Project number:	651530/90305600							
Project title:	Discovering new th tuberculosis	erapeutic	targets	and	drugs	to	combat	AMR
Year:								
Project partner (institution)					11-1			
Organisation number: Address:								
Post number and place:								
Bank account								
Project leader								
Mark the money transfer with:								
	Cost speci	fications						
Actual costs	Periode		9	um				
Payroll and indirect expenses					4.0		1111	
Procurement of R&D services								
Equipment								34
Other operating expenses					1 1 1			
Sum		1111	146		医套管	4 3	411	143
Comments to the report if need	ded:							
Attestation by a administrative	responsible							
Name:								
Signature:				Z.				

On behalf of Norges teknisk-naturvitenskapelige universitet

Date:

Name and title: Professor Torstein Baade Røe

Position: Department head

Signature:

On behalf of Linköping University

Name and title: Kent-Waltersson Per Dannetun
Position: University Director deputy

On behalf of Linköping University Date: 180911

Name and title: Professor Anders Fridberger

Position: Head of Department

Signature:

On behalf of Research Center Borstel

Date: 18-09-218

Name and title: Professor Dr. Stefan Ehlers

Position: CEO

Signature

On behalf of Yenepoya University Mangalore

Date:

Name and title: Dr. Shrikumar Menon

Position: The Registrar, Yenepoya (Deemed to be University)

Signature:

#### MEMORANDUM OF AGREEMENT

This Memorandum of Agreement is being entered into

#### Between

Yenepoya deemed to be University, Deralakatte, Mangaluru 575018 India represented by Registrar, of the one part (hereinafter called first party)

#### And

Monash University, acting through its Faculty of Medicine, Nursing and Health Sciences (ABN 12 377 614 012) of Wellington Road, Clayton, Victoria 3800 Australia of the second part (hereinafter called second party)

#### Witnesseth as follows...

Whereas the National Institutes of Health, Bethesda, USA (hereinafter referred to as NIH), an agency funding research activities in the United States of America and the Fogarty International Center, a part of National Institutes of Health, funding research activities outside the United States of America had called for proposal under the Funding Opportunity Title "International Research Ethics Education and Curriculum Development Award" (Funding Opportunity Announcement No. PAR-13-027) to develop bioethics education related to research, in low and middle income countries.

And whereas, Yenepoya deemed to be University applied for and Dr. Vina Vaswani, Director, Centre for Ethics, Yenepoya University was made Principal Investigator for the purpose of this award, along with Dr. Bebe Loff, Director, Michael Kirby Centre for Public Health and Human Rights, Monash University as Co-Principal Investigator for educational research grant "Yenepoya University-Fogarty International Center's Research Ethics Master's Program for India".

And whereas NIH was pleased to grant this award to Yenepoya deemed to be University as per final Notice of Award dated 12 December 2017(Grant award no. 1R25TW010305-01 REVISED) (Enclosure 1).

Now this memorandum of agreement is being entered into between the two parties mentioned above, between the two universities in order to facilitate the

disbursal of the payment earmarked for Co-Principal Investigator, Dr. Bebe Loff's educational research activities related to the abovementioned grant , and is agreed on the following terms and conditions:

- This memorandum comes into force on the day it is signed by all signatories and shall continue until 31 August 2021, as specified in the NIH Notice of Award.
- 2. Payment of total costs of USD 200,000,payable over 5 years,comprising 5 payments of USD 40,000 per year, (with breakup under heads of salary, fringe benefits, travel and additional support for Co-PI as stated in the revised budget of September 2017 Enclosure 2, mutually agreed upon by both PIs and approved by NIH as per the NoA page 5) will be made to Monash University, Australia, subject to release of funds by the NIH for each budget period (Enclosure 1; page 9) in their abovementioned Notice of Award. Yenepoya deemed to be University will transfer this amount to Monash University for Dr. Bebe Loff, for her role as Co-Principal Investigator for this grant, as described in the Revised Multiple Leadership Plan, mutually approved by both Principal Investigators and the NIH. Yenepoya deemed to be University will transfer this amount of USD 40,000 for each of the budget periods being for 5 years (as per NoA; page 9),(totalling USD 200,000) as and when the NIH funds are approved and released, and within 15 days of release of the funds by NIH.
- This agreement will be in force as long as Dr. Bebe Loff is in service of Monash University and as long as the NIH grant (Grant no. 1R25TW010305-01 Revised) continues.
- 4. This memorandum will be terminated when the NIH grant period ends, or if and when the NIH prematurely terminates the grant, or when Dr. Bebe Loff resigns from the service of Monash University. Either party may terminate this Agreement immediately by written notice if the other commits a material breach of this Agreement which it fails to remedy within thirty (30) days of being notified of the breach. The Parties may immediately terminate this Agreement by mutual consent in writing.
- 5. If Dr. Vina Vaswani should resign from the service of Yenepoya deemed to be University, Yenepoya deemed to be University will continue to abide by the

- terms and conditions laid down in this agreement, for the budget periods mentioned in the Notice of Award, with approval from the NIH.
- 6. Since the grant is sanctioned to Yenepoya deemed to be University, for running the educational program "Yenepoya University-Fogarty International Center Research Ethics Master's Program for India", after clearance and permission from Health Ministry Screening Committee, Government of India, and further since the entire teaching activity is in Yenepoya deemed to be University, Mangaluru, India any disputes arising in relation to this agreement will be governed by the laws of Mangaluru, India.
- 7. a. Ownership of rights in any background intellectual property(background IP) will remain with the contributing party. Where the background property IP is contributed by Yenepoya, Monash is licensed to use, modify or adapt that background IP for the performance of the education research program.

  Where the background IP is contributed by Monash, Yenepoya is licensed to use, modify or adapt that background IP for the use of the education research program.
  - b. Rights of intellectual properties created by Yenepoya using the funding for this educational research program, rest with Yenepoya deemed to be University and rights of intellectual properties created by Monash using the funding for this educational research program rest with Monash. All manuscripts arising out of this education research program and submitted for publication, will follow the authorship guidelines as laid down in International Committee for Medical Journal Editors recommendations (<a href="https://www.icmje.org">www.icmje.org</a>) and the NIH requirements for publication.
- Final NIH Notice of Award of 12/12/2017 for grant no. 1R25TW010305-01
  REVISED and Revised Multiple Leadership Plan submitted to NIH in October
  2016 are to be considered as part and parcel of this agreement.
- Neither party will use the other party's name or the name of any employee of the other party in any publication or promotional material without the other party's written consent.
- 10. Neither party will represent that the other or that any of their respective employees in any way endorse, support or approve of any product, service, intellectual property or business, without prior written consent from the other party.

- 11.a. If any dispute arises between the parties out of or in relation to this Agreement, the parties will endeavour to resolve that dispute by negotiation in good faith.
  - b. If the dispute is not mutually resolved within thirty (30) days of a party serving on the other a written dispute notice, each party must nominate one senior representative who will meet in India, as soon as practicable for the purpose of endeavouring to resolve the dispute.
  - c. The provisions of this clause will not preclude a party from seeking urgent interlocutory relief in a court of competent jurisdiction.
- 14. This Agreement may only be varied in writing by the parties.
- 15. This Agreement may be executed in counterparts, which taken together will constitute one document. Counterparts may be exchanged by digital scan which may be relied upon by the receiving party as having the same legal force and effect as the original signed counterpart.
- 16. This Agreement does not create a partnership, agency, fiduciary or other relationship, except the relationship of contracting parties. No Party is liable for the acts or omission of any other Party, save as set out in this Agreement.
- 17. Both parties undertake not to engage in any act which may result in the contravening of any law prohibiting or restricting dealings with proscribed states, persons or entities or seeking to prevent the proliferation of weapons, including but not limited to laws implementing the sanctions imposed by the United Nations Security Council.

In witness whereof this memorandum is signed and sealed by the parties mentioned above. this day of 2018.

Signatory from enepoya deemed to be University

Mangaluru, India

Yenepaya (Beemed to be University)
University Road, Peralakatte
Mangalora 578 618

Date: 2.7. 2018

Signatory from Monash University, Victoria, Australia

Date: 02.07.2018

Professor Ross Coppel Page 4 of 7
Deputy Dean & Director of Research
Faculty of Medicine, Nursing and Health Sciences
Monash University





# LETTER OF INTENT

# FACULTY OF MEDICINE AND HEALTH SCIENCES, UNIVERSITI MALAYSIA SABAH

# YENEPOYA (DEEMED UNIVERSITY), MANGALORE INDIA

The Faculty of Medicine and Health Sciences of Jalan UMS, 88400 Kota Kinabalu, Sabah, Malaysia and Yenepoya (Deemed University), of Mangalore India hereinafter referred to as "THE PARTIES";

Desiring to promote mutual cooperation and strong relationship in the of field Medicine between Faculty of Medicine and Health Sciences and Yenepoya (Deemed University), of Mangalore India;

Recognizing the importance of the principle of equity and mutual respect and benefits;

Pursuant to the prevailing laws and regulation of the Government of THE PARTIES;

Do hereby declare their intention to cooperate in the field of; Research collaboration, student exchange (elective posting), rural medical service, clinical attachment and staff short term exchange or attachment in clinical sciences.

The implementation of this cooperation shall be concluded in appropriate measures in the Memorandum of Understanding (MOU) to be signed by THE PARTIES or the authorized representative of THE PARTIES. Prof Dr Urban John Arnold D'Souza, Professor & Head of Department of Biomedical and Therapeutic, Faculty of Medicine, Universiti Malaysia Sabah shall be the liaison officer from both the parties.

Signed by, for and on behalf of

PROF DR. MOHAMMAD SAFFREE JAFFREE

Faculty of Medicine and Health Sciences Universiti Malaysia Şabah

Signed by, for and on behalf of

PROF DR. GHULAM JEELANI QADIR

Dean,

Yenepoya Medical College Yenepoya (Deemed University)

PRINCIPAL / DEAN YENEPOYA MEDICAL COLLEGE MANGALORE-575018



# The Union

International Union Against
Tuberculosis and Lung Disease
Hearth your one for the union

# Memorandum of Understanding Between

betamize na (2000) Yenepoya University Mangaluru, India (2002) 81 got 2 (0) and

International Union Against Tuberculosis and Lung Disease (The Union), Paris, France

Yenepoya University, University road, Deralakatte, Mangaluru - 575018, represented by its Registrar, Dr G. Shreekumar Menon herein after called as first party.

AND

International Union Against Tuberculosis and Lung Disease (The Union), Paris, France, 68

Boulevard Saint Michel, 75006 Paris, represented by its Executive Director, José Luis Castro herein after called as second party.

Whereas, the first party is a deemed university accredited "A grade" by National Accreditation Assessment Council (NAAC) with Yenepoya Medical College being one of the constituent colleges, hereinafter called YMC, engaged in the treatment of patients, teaching, research and service.

Department of Community Medicine under YMC is an undergraduate and postgraduate training department involved in community oriented training, research and service to the community. The department is also providing promotive, preventive and curative health services to the community through different tiers of health care delivery systems. It caters to the 1 lakh population. Priority research areas include operational research in tuberculosis, non-communicable diseases, and maternal child health including adolescent health.

Department of Community Medicine will be the coordinating department from the first party.

Whereas, the second party is a non-governmental scientific organisation promoting national autonomy within the framework of the priorities of each country by developing, implementing and assessing tuberculosis, lung health and non-communicable disease programmes as well as other public health issues. The Union headquarters is in Paris, France, and has branch offices in India covering the South-East Asia region, China, Myanmar, DR Congo, Uganda, Zimbabwe, Peru, and Mexico.

Under WHO's Stop TB Strategy, which drew heavily on The Union model (DOTS), an estimated 43 million lives were saved between 2000 and 2014. In 2015, the next phase – the End TB Strategy – was launched.

The Union adopts a vision "Health solutions for the poor" and focuses on TB, TB-HIV, lung health, non-communicable diseases, tobacco control and operational research.

The Centre for Operational Research (COR) will be the coordinating unit from the second party.

In order to facilitate capacity building of public health professionals by conducting joint academic and scientific activities, International Union Against Tuberculosis and Lung Disease, Paris, France & Yenepoya University, Mangaluru, India agree to enter into a memorandum of understanding (MoU) on the following articles within the extent of each country's regulations & facilities.

- 1. Organisation of joint academic and scientific activities such as short course, workshop or any courses related to operational research.
- 2. To promote the development of training modules and course materials by involving faculty/researchers from the two institutions.
- 3. Explore possibility of research collaboration between the two institutions.
- 4. Explore possibility of exchange of faculty and researchers to participate in training workshops and other academic programmes within the extent of each institution's regulations and facilities.
- 5. Signature of this protocol shall not cause any obligation for either party or enter into any specific agreement relating to cooperation between two institutions.

- 6. This protocol shall be in effect for one year following the date of signature. This protocol may be complemented or amended by the written and common consent of authorized representatives of both institutions and additional protocols to this protocol. The addenda or amendments will not be valid unless it is written and signed. The protocol may be extended as required by written and signed consent of the parties.
- Each organisation shall reserve the right to terminate the protocol by issuing a written notice one month in advance to the other party. In that case, on-going projects shall be completed.

This is a legally non-binding agreement which outlines an intention to promote academic and research collaboration between the two institutions.

This protocol shall become effective after signing by the authorized representatives of both the institutions.

Or. G. Shreeks that Metion Registral Year paya University Mangature 575.018

Dr. G. Shreekumar Menon

Registrar

Yenepoya University

Mangaluru, India

Date 24.08.2017

Joé huis Casty

The Union

José Luis Castro

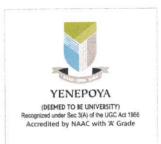
Executive Director

The Union

Paris, France

Date 29 August 2017





#### AMENDMENT

This is an amendment to the Agreement entered into by the International Union Against Tuberculosis and Lung Disease (hereinafter referred to as "The Union") and Yenepoya: (Deemed to be University) (hereinafter referred to as "educationalpartner"), this Amendment shall commence on September 1, 2018 and shall end on December 31, 2019. The duration may be extended subject to satisfactory performance and availability of funds.

The following sections are amended as indicated (changes or additions are in italics):

Clause 6. This protocol shall be in effect for 16 months following the date of signature. This protocol may be complemented or amended by the written and common consent of authorized representatives of both institutions and additional protocols to this protocol. The addenda or amendments will not be valid unless it is written and signed. The protocol may be extended as required by written and signed consent of the parties.

All other items in the previous Agreement remain unchanged.

For The Union José Luis Castro

Isé huis Casty

Executive Director

Exoduiro Birosto.

For Yenepoya (Deemed to be University)

Dr. G. Shreekumar Menon

Registrar

Registrar Yenepoya (Deemed to be University) University Road, Deralakatte Mangalore 575 018 Date

0/09/ 2018

Date



# Memorandum of Understanding between Yenepoya University and The University of North Carolina at Chapel Hill

Yenepoya University ("YU") in Mangalore, Karnataka, India, and The University of North Carolina at Chapel Hill ("UNC-Chapel Hill") in the United States of America, for the purpose of furthering cooperation in education, research, and other activity hereby enter into this Memorandum of Understanding ("Memorandum") which affirms their intent to pursue a mutually beneficial relationship. Although this Memorandum has been initiated by the Yenepoya Dental College at YU and the School of Dentistry at UNC-Chapel Hill, other units at each Institution may also pursue the activities described below under the same terms of this Memorandum.

- I. To promote collaborative activity, both Institutions will explore opportunities for cooperation in the following areas:
  - A. Development of academic programs and courses;
  - B. Exchange of academic staff and researchers for the purposes of teaching and research;
  - C. Exchange of students for the purposes of education and training;
  - D. Reciprocal assistance for visiting academic staff and students;
  - E. Coordination of such activities as joint research, lecturing, and training;
  - F. Exchange of documentation, research materials, publications, and information in fields of mutual interest; and
  - G. Other activities of mutual benefit to both Institutions.

The terms of any collaborative activity will be described and agreed upon in separate written agreements, which may be attached as addenda to this Memorandum. Both Institutions acknowledge that any binding terms and conditions regarding their collaboration or cooperation, including but not limited to specific financial, administrative, scientific, intellectual property, and legal terms, will be set forth in separate written agreements, to be executed by authorized representatives of both Institutions. Nothing in this Memorandum establishes an exclusive relationship between the Institutions.

- II. This Memorandum does not bind either Institution to any current or future financial commitment. Each Institution will bear its own costs associated with preparation of this Memorandum.
- III. No person should be excluded from activities under this Memorandum on the basis of race, color, gender, national origin, age, religion, creed, disability, veteran's status, sexual orientation, gender identity, or gender expression.

- IV. Except in promoting the collaborative activities described above, neither Institution may use the other's name or logo in any press release, fund-raising, website, product advertising, or for any other promotional or publicity purpose, without written permission from the other. Written permission must be obtained to use the other's trademarks for any purpose.
- V. The Institutions will comply with all applicable law and regulations with respect to activity under this Memorandum, including law related to anti-bribery, economic sanctions, export control, anti-boycott, privacy and data protection, higher education, and accreditation standards or procedures. Each Institution acknowledges that activities under this Memorandum will be subject to all required approvals, accreditations, consents, licenses, or permits, from U.S. and Indian governmental authorities, as well as internal approvals, as necessary to proceed with the activity.
- VI. Activities carried out under this Memorandum will be done without the disclosure of either Institution's confidential or proprietary information to the other Institution or to third parties. Should it become necessary for the Institutions to disclose to each other confidential or proprietary information, the providing Institution will notify the receiving Institution in advance and in writing, and the Institutions will agree on reasonable terms for the protection of such information. All confidential information will be clearly marked as such, or promptly disclosed as such, in writing.
- VII. Neither Institution may assign or otherwise transfer this Memorandum, in whole or in part, without the prior written consent of the other Institution.
- VIII. This Memorandum does not establish a legal partnership, joint venture, employment relationship, or relationship of agency between the Institutions. Neither Institution may act as an agent on behalf of the other Institution on any matter, including in matters with the other Institution's national government.
- IX. In the event that a translation of this Memorandum is prepared or signed by the Institutions, the English language version will govern in the event of a conflict between the English language version and the translation.
- X. This Memorandum may be amended by mutual written agreement by the Institutions. No amendment will be valid unless signed by authorized representatives of each Institution.
- XI. This Memorandum will be effective on the date of the last signature for a period of five years. This Memorandum may be renewed upon the written agreement of both Institutions and may be terminated upon six months written notice by either Institution. However, termination will not affect separate written agreements between the Institutions (whether or not attached as addenda to this Memorandum) which will be governed in accordance with their terms.

#### Contacts:

UNC-Chapel Hill	Yenepoya University
School of Dentistry	Yenepoya Dental College
Dr. Luiz Pimenta	Dr. B.H. Sripathi Rao
International Faculty Liaison	Dean / Principal
001 Brauer Hall, Campus Box #7450	University Road, Derlakattee
Chapel Hill, NC 27599-7450 USA	Mangalore 575018 India
luiz pimenta@unc.edu	principalydc@yenepoya.edu.in

#### Signatures:

The institutions represent that each signatory designated below is duly authored to sign this Memorandum on behalf of the institution.

The University of North Carolina at Chapel Hill

2411

Yenepoya University

Date

Chancellor

ate

Dr. G. Shreekumar Menon Registrar

Registrar

Yenepoya University University Road, Deralakatte Mangalore - 575 018

Dr. Scott S. De Rossi

Dean, School of Dentistry

Date



# INDIA NON JUDICIAL Government of Karnataka

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YENEPOYA UNIVERSITY

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YENEPOYA UNIVERSITY

CATHOLIC UNIVERSITY SAN ANTONIO

YENEPOYA UNIVERSITY

(One Hundred only)



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FRAMEWORK AGREEMENT FOR COLLABORATION ON RESEARCH BETWEEN THE CATHOLIC UNIVERSITY SAN ANTONIO IN MURCIA AND YENEPOYA UNIVERSITY.

This Agreement dated 22<sup>nd</sup> June, 2017 is made BY AND BETWEEN:

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.

3. In case of any discrepancy please inform the Competent Authority.







The party of the first part,

Mr. José Luis Mendoza Pérez, with ID number 22894000-F, President of the Catholic University San Antonio in Murcia (UCAM), with Company Tax Code G-30626303, acting on behalf of the mentioned University, by virtue of the competences conferred by the article 15 of the University Statutes, approved by Decree 350/2007 of the Governance Board of the Autonomous Community of the Region of Murcia on the 9 November (BORM – Official Regional Gazette of 13 November).

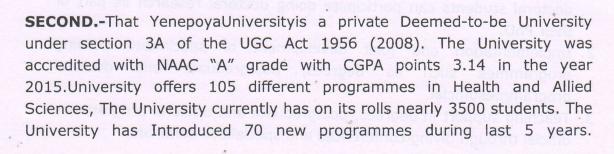
# And the party of the second part,

Dr. M. Vijayakumar, with Employee ID number (YU2456), Vice Chancellor of Yenepoya University, Deralakatte, Mangalore, Karnataka, India with a Unique ID (585107909665), acting on behalf of Yenepoya University, Mangalore by the virtue of the competencies conferred by the Board of Management on 2/07/2015.

The Parties mutually acknowledge the necessary capacity to subscribe to this Framework Agreement, and to this effect:

#### DECLARE

**FIRST.-** That the Catholic University San Antonio in Murcia is an institution which ensures the Christian presence within the scope of the University and has legal capacity for the achievement of its purposes, among which are included, the training of new researchers through doctoral programs, the research for the creation and development of scientific and technical knowledge of excellence in different fields, the development of studies and the advice and collaboration with other institutions which are aimed at research, technological development and innovation.









The University has introduced PhD programme in 39 Departments and Research Centres as per the UGC regulations. Research fellowship schemes and short research studies have been included in the curriculum to bring about research orientation and practice of evidence based medicine. 19 Application Oriented Courses and Value Added programmes enable students to acquire soft skills and provide greater employment opportunities.

**THIRD.-**That both parties according to their nature and purposes share interests in the development of research in order to foster the creation, the comprehension and transfer of knowledge. Therefore, both parties are interested in signing an agreement regulating this collaboration and developing the described objectives. From now on this agreement will be called Framework Agreement, subject to the following

#### CLAUSES

#### FIRST.- OBJECTIVE

This Framework Agreement is intended to facilitate the scientific exchange and advice between the undersigned institutions within the scope described in this document and, in particular, those activities related to teaching, research, management and transfer of the results of research activity.

#### SECOND.- FORMS OF COLLABORATION

The forms of collaboration under this Framework Agreement may include, but are not limited to:

- 1. Preparation and development of joint research projects; in which doctoral students can participate doing doctoral research as part of their PhD.
- Implementation and joint development of specialized training programmes such as degrees, postgraduate and doctoral programmesofficial.
- 3. Teaching support in degrees, postgraduate and doctoral programmes official through giving conferences and specialized seminars.







- 4. Use of scientific and technical facilities;
- 5. Exchange of researchers;
- 6. Exchange of PhD students;
- 7. Scientific, technical and academic advice;
- 8. Creation or participation in networks concerning different fields;
- 9. Organization of conferences and seminars;
- 10. Edition of publications;
- 11. Whatever other form of collaboration considered necessary to meet the objectives of this Agreement.

#### THIRD.-DEVELOPMENT AND MANAGEMENT OF JOINT ACTIVITIES

The development of the activities to be developed jointly between the Parties shall be established through specific Agreements, in which the signatory entities or any other minority holdings shall be able to intervene, directly or indirectly.

The specific Agreements shall refer to this Framework Agreement and, where appropriate, shall establish the economic contributions which are necessary for the adequate development of the project.

# FOURTH.- SUPERVISION OF THE EXECUTION OF THE FRAMEWORK AGREEMENT

A Supervision Committeeshall be created to interpret, supervise and control compliance with this Framework Agreement, as well as with the specific Agreements subscribed to during the development of this Agreement. Each party shall designate two of the four members of the Committee, which shall meet at least once a year, at a mutually agreed upon location.

The Committee shall interpret the questions that may arise regarding the content of this Agreement and shall ensure coordination, development, supervision and implementation of the actions set forth therein.







#### FIFTH.- LENGTH OF THE AGREEMENT

This Framework Agreement shall remain in force for a period of four years from the date of agreement, and may be extended for additional periods by agreement of the Parties, unless otherwise expressed by one of the Parties and communicated at least three months before the expiry date.

The specific Agreements made in the course of this Agreement shall be of the agreed length for each case.

#### SIXTH.- DISCLOSURE OF INFORMATION

Any information or publicity resulting from collaboration under this Framework Agreement or the specific Agreements shall include the collaboration between the Parties.

#### SEVENTH.-TERMINATION

This Framework Agreement may be amended at any time by agreement of all Parties, at request of either party, and may be terminated by any of the following causes:

- a) by mutual agreement;
- b) due to a serious and repeated breach of the obligations under the agreement;
- c) due to a denunciation of any of the Parties in accordance with the seventhclause;
- d) other causes set out in the legislation currently in force.

#### EIGHTH.- JURISDICTION

This Agreement has a civil nature. Any conflicts that could arise regarding the interpretation and execution of this Agreement will be resolved by mutual agreement and by the Supervision Committee mentioned in the fourth clause. The decision made by the committee will final and binding to both parties.









IN WITNESS WHEREOF, the undersigned, being duly authorized, sign this Framework Agreement in duplicate, on all the sheets, in the place and on the date mentioned at the beginning of said Agreement.

The Catholic University San Antonio in Murcia

Yenepoya University

Signed. José Luis Mendoza Pérez

Signed: Dr. M. Vijaya kumar





Yenepoya University







#### MEMORANDUM OF UNDERSTANDING

#### BETWEEN

# YENEPOYA UNIVERSITY, MANGALORE, INDIA AND

# EQUIPO ARGENTINO DE ANTROPQLOGIA FORENSE, ARGENTINA

YENEPOYA UNIVERSITY, MANGALORE, INDIA represented by its Registrar, Dr. Raghuveer C.V. and Equipo Argentino De Antropologia Forense, Argentina represented by its President, Dr Luis Fondebrider, hereinafter referred to as "the parties", considering that academic cooperation is fundamental to the development of both Institutions, enter into an agreement of cooperation to establish programs of exchange and collaboration in areas of mutual interest and benefit to both institutions. Based on principles of equity and reciprocity, this agreement will serve as a general framework for cooperation between the two institutions and is intended to facilitate discussions for more specific programs of collaboration. In particular, the two institutions

#### AGREE TO THE FOLLOWING

#### ARTICLE 1. GENERAL AREAS OF COOPERATION.

Collaboration will be developed in the following areas:

- 1. Exchange of faculty and research staff, particularly in the domain of Forensic Anthropology
- 2. Establishment of programs that will enable interested and qualified researchers and university personnel to pursue either short-term or extended programs of study in each other's labs up to two weeks;
- 3. Assistance of visits by authorized officials from each of the parties for the purpose of studying the other's educational system to develop mechanisms for, and expand areas of, cooperation;
- 4. Identification of other areas of possible interest and collaboration; and,
- 5. Extending collaborations for emerging areas as Police training, judges training and International humanitarian law.
- 6. Exchange of Expertise in field of bioethics and research ethics so as to do capacity buildings.

## ARTICLE 2. FINANCIAL ISSUES.

The scope of activities under this agreement shall be determined by funds regularly available at both institutions for the types of collaboration undertaken and by such other financial assistance as may be obtained by either institution from external sources.

## ARTICLE 3. DURATION OF THE AGREEMENT.

Upon approval by each institution, this agreement will remain in force until terminated by either institution. An evaluation of this agreement will take place three years after the date of signature. Either institution may terminate this agreement by giving the other at least six months advance notice of its intention to terminate. Termination shall be without penalty.

# ARTICLE 4. SUPERVISION OF THE AGREEMENT.

A designated person at each institution shall oversee and facilitate implementation of this agreement in collaboration with other appropriate staff at the respective institutions.

## ARTICLE 5. INTELLECTUAL PROPERTY.

Each Institution is the owner of certain intellectual property in respect of the creations of the students and/or professors.

Date: 05th May 2016

In witness thereof, this Memorandum of Understanding is signed by

Dr. RAGHUVEER CV
Registrar Registrar
Yenepoyantmiversityniversity
Mangalore, India

**Dr. LUIS FONDEBRIDER**President, Equipo Argentino de Antropologia Forense
Buenos Aires, Argentina

#### Agreement

# on scientific co-operation as Centers of Excellence in Clinical Ethics Consultations

#### between

Yenepoya University, Mangalore, India represented by Dr. Raghuveer CV, Registrar, Yenepoya University Executing Unit: Centre for Ethics Department of Forensic Medicine & Toxicology Director: Dr. Vina Vaswani MD, M Phil, MA

#### and the

University Medical Center of Johannes Gutenberg-University Mainz (UMC-Mainz) represented by its Board of Directors which, in turn, is represented by Prof. Dr. Ulrich Förstermann, Chief Scientific Officer, Dean Langenbeckstraße 1, 55131 Mainz, Germany executing unit: Institute for the History, Philosophy and Ethics of Medicine Director: Prof. Dr. Norbert W. Paul, MA

In order to promote medical, scholarly and cultural co-operation, the Medical and Dental College of the Yenepoya University in Mangalore, India, and the University Medical Center hereby agree upon co-operating directly as follows:

#### Article 1

The institutions consider a partnership and co-operation in Excellence in medical research and education with a current focus on clinical ethics. Based on mutual relationships they agree upon cooperative projects in research and education.

#### Article 2

Joint projects, which will be carried out by the Working Group on Clinical Ethics, Medical Faculty of the Yenepoya University and the Institute for the History, Philosophy and Ethics of Medicine at the University Medical Center of Johannes Gutenberg University Mainz will focus on research and education, including objectives in the theoretical foundations and methodologies of clinical ethics, practices and quality assurance of clinical ethics consultations and the clinical impact of clinical ethics.

Other Institutes and working groups of both universities are strongly encouraged to develop their own programs in medical research and education, including programs in maxillofacial, dental, and oral medicine, for which the Clinic for Maxillofacial, Dental and Oral Diseases at the University Medical Center of Johannes Gutenberg-University Mainz offers to serve as cooperation partner.

#### Article 3

The institutions nominate a representative who will co-ordinate and supervise all aspects of co-operation. For the institution in Mangalore, this will be Dr. Vina Vaswani MD, M Phil, MA Organizing Secretary International Indo-German CME on Clinical Ethics Consultation Yenepoya University, Mangalore, for the University Medical Center of Johannes Gutenberg-University Mainz this will be Prof. Dr. Norbert W. Paul, M.A., Director of the Institute for the History, Philosophy and Ethics of Medicine and chair of the Clinical Ethics Committee.

#### Article 4

All partners shall endeavor to promote the following aspects of scholarly and cultural co-operation in accordance with the applicable laws and faculty resolutions.

- 1. Exchange of visiting teachers and academic staff
- 2. Exchange of postgraduate students and postdoctoral scholars with the emphasis on short-term stays (2 to 6 months; possibly to be financed by scholarships from sponsoring organisations)
- 3. Exchange of students
- 4. Assistance for exchange students in applying for admission and enrolment, in procuring housing/dormitory accommodation, and in procuring internships
- 5. Exchange of publications, teaching and research programs, and guidelines for the clinical practice.
- 6. Co-operation in scholarly research, exchange of research findings and publications
- 7. Mutual invitations to participate in scholarly seminars, lectures, educational programs and clinical ethics consultations as long as legally permitted.
- 8. Making arrangements for guest professors on short or long term teaching appointments
- 9. Co-operation in education includes the opportunity for joint excursions and the auditing of clinical ethics consultations with guidance from the host institution.
- 10. Guests at the respective host institutions will be granted access to research facilities such as libraries, manuscript collections, archives, laboratories, etc.

Special agreements concerning future projects will be negotiated and decided depending upon the availability of equipment and finances in written form. The execution of these agreements will not cause any financial obligations for either side.

#### Article 5

Results of joint research projects are to be published in Germany and India, however, the preference is to collaboratively publish results in international journals. The German university will be responsible for the publication of results in Germany, and the Yenepoya University will be responsible for the publication of results in India. All publications on the international level have to be signed by all parties. All publications shall be in accordance with the usual academic practices.

#### Article 6

This agreement will be valid for 5 years after the signature date. It is the intention of both parties to consider extending this contract by the end of the contract term for another period of 5 years by signing an amendment to this contract.

#### Article 7

Following mutual consultations, the partners may agree upon the inclusion of other international Centers of Excellence. A review and assessment of scholarly and clinical excellence is the pre-condition for the inclusion into the cooperation. In this case, additional partners will have to sign an amendment to this agreement to become equal partners with all rights and duties.

#### Article 8

The parties' liability regarding the conduct of this contract is limited to gross negligence and willful misconduct. No party shall be responsible for any lost profits, lost opportunities, or other consequential damages.

If any provision of this Agreement shall be found to be void, invalid or unenforceable, such provision shall be enforced to the maximum extent permissible by applicable law so as to effect the intent of the Parties, and the remainder of this Agreement shall continue in full force and effect. The Parties shall negotiate in good faith an enforceable substitute provision for any invalid or unenforceable provision that most nearly achieves the intent and economic effect of such provision.

Any changes or additions to this Agreement shall be made in writing. The same applies to any amendment of the clause stipulating the requirement for the written form itself.

Signed by its duly authorised representatives, this agreement becomes valid on February 15, 2016.

Mainz, 15th of February 2016

Prof.Dr.Ulrich Förstermann

Chief Scientific Officer, Dean, University MedicalCenterofthe

Johannes Gutenberg-University Mainz,

Germany

Mainz, 15th of February 2016

Prof. Dr. Norbert W. Paul, MA

**Director and Chair** 

Institute for the History, Philosophy

and Ethics of Medicine &

Chair of the Clinical Ethics Committee,

University Medical Center of the

Johannes Gutenberg-University Mainz,

Germany

Mangalore, 15th of February 2016

Dr. Raghuveer CV

Registrar,

Professor of Pathology

Yenepoya University, Mangalore, India

Registrar 🛼

Yenepoya University

University Road, Deralakatte Mangalore - 575 018

Mangalore, 15th of February 2016

Dr. Vina Vaswani MD, M Phil, MA

Director, Centre for Ethics

Professor & Head,

Department of Forensic Medicine & Toxicology

Yenepoya University, Mangalore, India

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#### MEMORANDUM OF UNDERSTANDING

between

#### YENEPOYA UNIVERSITY

and

# CENTROSCULTURALES DE MÉXICO, A.C.,

#### OWNER OF

#### UNIVERSIDAD PANAMERICANA

Yenepoya University, Deralakatte, Mangalore, India and Universidad Panamericana, Mexico City, Mexico, wishing to formalize institutional collaborations and promote the enrichment of their education, training and research programs, agree to establish a cooperative agreement in accordance with the terms and conditions set forth in this Memorandum of Understanding (hereinafter referred to as MoU), which is entered as of this first day of December Two thousand and fourteen. (the effective date).

# Scope of Cooperation

The areas of cooperation include, subject to mutual written consent, any program offered at either University that Yenepoya University and Universidad Panamericana agree would be feasible and would contribute to the fostering and development of the cooperative relationship between the two parties.

# II. Area of Cooperation

All cooperative programs, activities, and projects shall be subject to the availability of funds and the pre-approval of Yenepoya University and Universidad Panamericana. Programs, activities and projects may include:

- Special short-term academic programs, including study abroad and student exchanges
- Curriculum development.
- Participation in seminars and academic meetings
- Exchange of faculty members and students

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- 5. Exchange of academic materials and other information
- 6. Collaboration on research grants
- Other programs mutually agreed upon

The terms applicable to any specific program or activity implemented under this MoU shall be discussed and agreed upon in writing by both parties prior to the initiation of the particular program or activity. Any such program-specific agreement will be attached to this MoU and subject to the provisions herein.

# III. Definitions, Rules and Regulations

#### a. Definitions

In this agreement "home institution" shall mean the University from which the student intends to graduate; and "host institution" shall mean the University that has agreed to receive the exchange student from the home institution. The definition of a "student" is any individual enrolled in undergraduate, graduate (i.e.medical and master's degree students), or post graduate (i.e.medical residents and fellows) studies. "Faculty" is defined as part time, full time, and adjunct teaching and/or research faculty in any of the institutions/centres of the respective universities.

#### b. Point of contact

Each institution shall appoint a coordinator who will be the point of contact with participating students, the home institutions, and as necessary, with any other individuals within the host institution. It will be the responsibility of the coordinator to advise students, or designate an appropriate academic advisor to oversee the student's progress and to assist them in their interactions with faculty and administrators. The coordinator will also be responsible for providing exchange students with necessary information concerning housing visas, transportation, and other related questions.

# c. Rules and Regulations

Participating students and faculty members will abide by the policies, rules and regulations in effect at both institutions as set forth in the student handbooks/prospectus, or any other applicable policies of the respective institutions. Students and faculty members whose academic work or behavior is deemed not suitable may be terminated from participation by either institution's Program Director. In case where a decision is made unilaterally, the Program Director making the decision

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shall promptly notify the other institution's Program Director of the termination and the reason(s) therefore.

# d. Incident Reporting

Each institution agrees to immediately report to the other, verbally and in writing, any emergency, accident, injury, crisis, incident, complaint, crime, disciplinary violation or allegation involving an exchange student or faculty member, as well as any academic behavioral or disciplinary problem, allegation or proceeding involving an exchange student or faculty member during or in connection with the Program(s) contemplated herein.

# IV. Medical Student Exchange Program

Yenepoya University and Universidad Panamericana agree to establish a medical student exchange. The purpose of this exchange is to introduce students of the two countries to each other's educational and healthcare systems, and to strengthen their knowledge and practical skills.

## a. Medical Student Eligibility

Depending on their background and skills. Yenepoya University medical and graduate students may participate in this program at any time after the completion of their second phase (fifth term). Universidad Panamericana students must have completed the required clerkships in Internal Medicine, Surgery, Pediatrics, and Obstetrics & Gynecology prior to visiting Yenepoya University for a clinical rotation. In consultation with and under the supervision of Yenepoya University and Universidad Panamericana faculty, students may conduct research in public health or clinical projects, or participate in clinical electives or rotations, within the framework of the national regulations, as applicable. Medical students (as observers) will attend classes and practical training according to the curriculum and rules and regulations of the host University.

## b. Selection of Participants

The home institution will screen its applicants for the exchange. Each institution will send the proposed students' applications at least six months prior to the start date. The host institution will determine the admission status for each exchange student applicant. Universidad Panamericana may send up to eight medical students to Yenepoya University for single rotation for up to eight weeks each year. Yenepoya University may

Página 3 de 8

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send up to eight medical students to Universidad Panamericana for a single rotation for upto eight weeks each year.

### c. Duration

Clinical rotations and electives will last for a minimum of four weeks and a maximum of eight weeks. By prior request and appropriate permission it may be extended to a maximum of twelve weeks.

## d. Language proficiency

The exchange students must satisfy the language proficiency required or appropriate to their proposed experience abroad, as determined by the program coordinators at both institutions.

## e. Health Insurance

To be eligible to participate in the program, all students must purchase the medical insurance required by the host institution or demonstrate to its satisfaction that medical insurance carried by or on behalf of such students is sufficient for all purposes. The costs of any health insurance required, as well as any medical expenses not covered by such insurance, shall be the personal responsibility of the student.

## f. Housing

Each school will provide information to the students regarding housing, but it is the sole responsibility of the students to cover housing costs.

## g. Transcripts and Evaluation

All students will have course evaluations sent by the host institution to the home institution. Students will receive official transcripts from their home institution. Separate arrangements must be agreed upon by both institutions regarding student participation in host institution degree programs.

#### h. Finances

Students must be registered and pay tuition and other required fees at their home institution. Administrative fees for applicants coming from either institution will be waived. Students will be responsible for the following:

## Room and board expenses

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- 2. Transportation to and from the host institution
- 3. Text books
- Passport and visa costs
- 5. Health insurance and
- 6. All other expenses incurred during the course of the program

## V. Research Activities

Yenepoya University and Universidad Panamericana agree to collaborate on research activities. The purpose of these activities is to promote cross-institutional research joint submission of grants, which may involve students, faculty as well as medical residents and fellows.

## a. Point of Contact

Each institution will appoint a Principal Investigator to oversee the collaborative research activities being conducted within each institution per grant specifications and requirements, including Institutional Review Board and Ethics Committee submissions.

## b. Sponsored Research and Grants

For all research grant collaborations, participating faculty will abide by the policies, rules, and regulations in effect at both institutions and/or by any stipulations stated in the grant. This includes, but is not limited to, costs and activities related to travel, personnel, material development, procurement of supplies, and Institutional Review Board and Ethics Committee requirements.

Research grant collaborations will have separate financial guidelines and policies specific to the grant. Research grant collaborations will have separate termination and amendment guidelines and policies specific to the grant.

## c. Faculty Exchange

Faculty exchanges will be for a minimum of one week and a maximum of two months unless alternative arrangements are mutually agreed upon. All the terms and conditions specified for student exchange above are applicable to faculty exchange

## d. Intellectual Property

Before beginning any collaborative research or any faculty exchange in which faculty may conduct research activities at the host institution, the parties will agree, in writing, on

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matters relating to any intellectual property that may be developed through such research. All intellectual property owned by one of the participating institutions prior to any collaborative research or faculty exchange shall remain the exclusive property of that institution and shall not be used by another institution for its benefit except as expressly permitted by the owning institution.

## e. Logos

The parties agree that they can use the brand, logo or emblem other institution exclusively to promote the object of this agreement, however, both parties agree to stop right away, if so required by the counterparty by any means.

## VI. Indemnification & Insurance

Both parties agree to defend, indemnify and hold harmless the indemnified party and any of its trustees, officers, agents and employees of and from any loss, cost, damage or expense incurred as a consequence of damage to property, personal injury or death, arising or alleged to have arisen out of or in connection with, the indemnifying party's performance of this Agreement, together with any legal and related expenses which may be incurred by the indemnified party in defending such claims, unless such loss results solely from the negligent acts or omissions of the indemnified party.

Yenepoya University and Universidad Panamericana shall provide each other with evidence, in the form of a certificate of insurance, of insurance in effect for comprehensive general liability and professional liability covering bodily injury (including death), personal injury, property damage and the allegation of professional malfeasance in the arrangement of insurance coverage pursuant to this Agreement. The insurance carrier and amounts shall be subject to approval by Universidad Panamericana and Yenepoya University, respectively, at the time of each exchange/visit.

## VII. Nondiscrimination

Yenepoya University and Universidad Panamericana do not discriminate or permit discrimination by any student or member of its community against any individual on the basis of race, color, religion, national origin, sex, sexual orientation, gender identity, gender expression, parental status, marital status, age, disability, citizenship, or veteran status in matters of admissions, employment, housing, or services or in theeducational programs or activities it operates. Any programs developed pursuant to this MoU shall be subject to, and comply with, both parties' policy of nondiscrimination.

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## VIII. Legal Compliance

The host institution shall be responsible for program compliance with all applicable laws of its country, including but not limited to employment, taxation, nondiscrimination, copyright, etc. Students and faculty shall be individually responsible for compliance with any applicable immigration laws.

Personal Data. In the event that the parties, in order to give full effect to the purpose of this agreement, should come to have access to personal data which responsibility rests with the counterparty, hereby undertake to: (i) treat such personal data only for purposes development of academic collaboration, (ii) not to process personal data for purposes other than the purpose instructed by the counterparty, (iii) implement security measures under the laws of matter, (iv) maintain confidentiality regarding the personal data processed, (v) remove the personal data processed once the appropriate academic collaboration, and (vi) Refrain from transfer or communicate personal data submitted by the counterparty, except with the prior express permission writing of the latter, or the communication of data resulting from an order of the competent authority. In the latter case the disclosing party shall inform the party responsible for personal data prior to the transfer thereof to such responsible party takes the measures it deems appropriate.

## IX. Force Majeure

Neither party shall be liable to the other for its failure to perform any of its obligations under this Agreement, except for payment obligations, during any period in which such performance is delayed because rendered impracticable or impossible due to circumstances beyond its reasonable control, including without limitation earthquakes, governmental regulation, fire, flood, labor difficulties, etc., provided the party promptly notifies the other party of the delay.

## X. Governing Law

In the event of a dispute arising out of or related to this contract or its operation, performance or non-performance, the parties agree to make a good faith effort to amicably resolve their dispute on mutually acceptable terms via negotiation. If that should prove unsuccessful after thirty (30) days, then the parties agree to submit their dispute to non-binding mediation in a mutually agreeable location, utilizing a neutral

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third party mediator acceptable to both parties to attempt to facilitate a mutually acceptable settlement of the dispute.

#### XI. Renewal, Termination and Amendment

This agreement shall remain in force for a period of five years from the date of the last signature, with the understanding that it may be terminated by either party giving three months advance written notice to the other party. The agreement may be extended or amended only by mutual written consent of the two parties. Such amendments, once approved in writing by both institutions, will become part of this Memorandum of Understanding.

Name, Designation and Signature of the duly appointed coordinators:

For Yenepoya University

Dr Vina Vaswani

Director

Centre for Ethics Yenepoya University Coordinator

For Universidad Panamericana

Dr. María de la Luz Casas Martínez

Coordinator

Name, Designation, Signature and Seal of the authorized University signatories:

For Yenepoya University

renepoya University Intressity Road, Ceralakatte Registra 104 014 575 019

For Universidad Panamericana

Dr. Luis Manuel Bonner De la Mora

Its: Chancelfor of Universidad Panamericana

Dr. Gregorio Tomás Obrador Vera

Dean of the Faculty of Medicine

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Página 5 de 8







# Memorandum of Understanding Between HACETTEPE UNIVERSITY, ANKARA, TURKEY AND

## YENEPOYA UNIVERSITY, MANGALORE, INDIA

In order to promote mutual cooperation and to extend mutual understanding, Hacettepe University, Ankara, Turkey and Yenepoya University, Deralakatte, Mangalore, India agree to enter into a protocol on the following articles.

- I- Hacettepe University and Yenepoya University agree to cooperate on the following items, within the extent of each country's regulations and facilities.
- 1) Promotion of joint research works including exchange of faculty and research members.
- 2) Development of student exchange programs at undergraduate, master's, doctoral and post-doctoral levels and organization of programs granting dual diplomas in conformity with the legislation of both countries upon approval from the Turkish Council of Higher Education.
- 3) Exchange of academic research data and related materials.
- 4) Cooperation in publication activities or cultural activities.
- 5) Organization of joint academic and scientific activities such as conferences, seminars, symposiums and congresses.
- II- Exchanges done within the joint research works shall be planned separately by taking into consideration each university facilities and conditions; the rules and procedures of the exchange program shall be determined in a separate protocol between the parties.
- III- The academic exchanges described above shall be limited to legislation in force in each country and to their respective budgetary resources.
- IV- This protocol shall not cause any binding financial obligation for either party.
- V- Signature of this protocol shall not cause any obligation for either party to enter into any specific agreement relating to cooperation between two universities.
- VI- In case that research results impacting upon matters of intellectual property rights are expected to arise in the course of collaborative projects within the scope of this protocol, the parties shall enter into an additional protocol governing the conditions regarding the treatment of intellectual property rights so arising, prior to the start of the collaborative project in question.



VII- The execution of this protocol shall be subject to the laws in force in each Parties country. The parties are responsible for obtaining the required in-house or other approvals in accordance with the legislation they are subjected to.

VIII- This protocol shall be in effect for five years following the date of signature. This protocol may be complemented or amended by the written and common consent of authorized representatives of both universities and additional protocols to this protocol. The Addenda or amendments will not be valid unless it is written and signed. The protocol may be extended for another five years by written and signed consent of the parties.

IX- Each university shall reserve the right to terminate the protocol by issuing a written notice six months in advance to the other party. In that case, on-going projects shall complete.

X- This protocol is written in Turkish and English, in four originals, all of them equal validity.

This protocol shall become effective after signing by the authorized representatives of both universities.

Prof.Dr. A. Murat Tuncer Rector

Hacettepe University

Ankara, Turkey

(11

Date: 01.06.2015

Dr. P. Chandramohan

Vice-Chancellor

Vice Chancellor Yenepoya University

01-06-2015

Yenepoya University

Mangalore, India

Date:







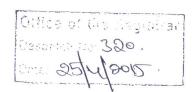


## DATED 1ST MAY 2015

TEESSIDE UNIVERSITY (1)

YENEPOYA UNIVERSITY (2)

MEMORANDUM OF UNDERSTANDING



## MoU between Yenepoya University, Deralakatte and Teesside University, Middlesbrough, Tees Valley, TSE 3BA UK

Yenepoya University, University Road, Deralakatte, Mangaluru - 575 018, India

#### And

Teesside University whose administrative offices are at Middlesbrough, Tees Valley, TS1 3BA, UK

This Memorandum of Understanding outlines the principal requirements of each party which will subsequently be included in a more detailed formal Agreement which shall be under the law of the land prevailing in U.K. and India.

This Memorandum of Understanding is also intended to provide a framework under which the relationship between the parties will be conducted in the interim and to allow the parties to undertake certain exploratory work prior to the signing of the Agreement.

As from the 1<sup>st</sup> May 2015, it is the intention of the Teesside University, UK and Yenepoya University, Mangaluru, India to explore and develop aspects of academic co-operation with a view to developing, if appropriate, detailed proposals and activities in areas of joint interest.

Such activities may include:

- Student exchange
- Faculty exchange
- Development of dual MSc Movement and Rehabilitation Science award
- Joint research projects; seminars; conferences; workshops; training programmes etc;
- Possible co-operation and partnership in the following academic areas; sports
  therapy; sport and exercise science; biomechanics; kinesiology; spinal rehabilitation;
  physical health and rehabilitation.

Any proposals emerging from the MoU will need to be brought forward through both institutions' approval procedures, as appropriate, and fully supported by appropriate documentation.

Both partners have made available to the other, details of their mission and objectives and on the basis of this information, both hereby declare their willingness to begin co-operation.

All proposals under this MoU will be for the mutual benefit (academic and financial) of both institutions. Teesside University and Yenepoya University, Mangaluru, India will support and share the cost of initial development activities subject to the quality of proposals submitted for consideration. All costs will be proposed and agreed to within specific proposal documentation, but costs should not be barrier to widening participation for both Indian and UK students, as well as, faculty.

The parties agree that this MoU is non-binding and that it will have no legal effect. The parties agree to negotiate in good faith to reach a formal agreement embodying the principles set out in this MoU, with a view to implementing the proposals contained herein within 60 days of the signing of this MoU.

This MoU will expire on the 30<sup>th</sup> day of April 2017 unless agreed mutually by and between the parties that it should continue.

Neither party shall sub-contract, assign or transfer any of its rights or obligations hereunder without the prior written consent of the other.

Each party will bear its own expenses and costs with regard to all discussions and activities between the parties.

This MoU shall be governed by and construed in all aspects in accordance with the law of the land prevalent in India & U.K. and the parties agree to submit to the exclusive jurisdiction of the Courts in either country as applicable

On behalf of

(Brot (Dr.) C.) C. Raghunga

1. (Prof.(Dr.) C.V. Raghuveer)
Registrar
Yenepoya University
Registral
Tenepoya University
University Road, Deralakatte

Mangalore - 575 018

2. Prof. S. Padmakumar
Dean
Faculty of Allied Health & Basic Sciences
(Seal of the Dean)

YENEPOYA UNIVERSITY
Deralakatte, Mangalore-575018

Witness

On behalf of

Teesside University Designation & Seal

Photomer MACKEDZE Pre CHARDEDANIES) 19/4/15

Signature
Name & Address

Signature
Name & Address





Recognized under Sec 3(A) of the UGC Act 1954. Accredited by NAAC with "A" grade

MediAcion ad Vedadrama India Pvt. Ltd.
Dr. Jochen Becker-Ebel, Director & CEO
Grundstrasse 17
20257 Hamburg, Germany

Yenepoya University, Vice Chancellor Dr. M. Vijaya Kumar MBBS, DNB, MCh, FRCS University Road, Deralakatte, Mangaluru 575018, India

## § 1 Content of the MoU: Certificate Course on Geriatric Palliative Care / Diploma Course in Psychodrama

- We continue /start to jointly prepare, promote, conduct and evaluate courses at Yenepoya University,
   Medical College on
- Geriatric Palliative Care certificațe course (60 hours theory and 40 hours practical with "Psychodrama" case studies) starting in April 2018
- Psychodrama (international) Diploma Course (144 hours, 6 short papers on theory, 3 papers on practical and 3 papers on instructions) starting in the academic year 2018/2019.
- b) The curriculum of both the courses are written and jointly agreed with the national and international experts of MediAcion/Vedadrama (Prof. Dr. Jochen Becker-Ebel) and of Yenepoya University (Internal Medicine Prof. Dr. Prabha Adhikari)—see appendix 1
- c) The certificate course will be certified according to the guidelines of the European Association of Palliative Care EAPC White Book as a diploma course in palliative care of the Basic/Median level; respectively the German PIB Zentrum (Psychotherapeutisches Institut Bergerhausen; psychotherapeutical institute BE) for "humanistic Psychodrama".
- d) The inclusion of foreign staff in the training will be with the general support of GoI, Secretary, Ministry of Health and Family Welfare F.No.T.21020/63/2012-NCD(M) dated Feb. 6th, 2013 and addressed to Prof. Dr. J. Becker-Ebel and the German Ministry of Health, dated 2015.
- e) Dr. Becker- Ebel was appointed Visiting Professor of Yenepoya Nursing College, Yenepoya University on March 30<sup>th</sup> 2015 with effect of April 1<sup>st</sup> and May 25<sup>th</sup> 2016 under No. YI/REG/ACA/VP/Vis.

  Prof/026/2015. He was reappointed as Adjunct Professor for Palliative Care of Yenepoya University since May 2015 (see press release of May 28<sup>th</sup>, 2015). This was renewed in the last two MoU until in March 2018.

## § 2 Role and task of Yenepoya University (Yenepoya Medical College)

Yenepoya as the first (deemed) University of the area will...

- a) advertise and conduct the two courses take over the costs for rooms and administration
- b) collect the fees and pay the taxes and all expenses as they accrue. Two separate cost sheets are prepared see appendix 2.
- c) take care of most of the training faculty and give the permission to its own staff to cooperate, participate and be part of the faculty and find and pay other Indian already skilled faculty
- d) appoint a leader trainer for the course, who will be present on campus (or course) most of the time
- e) appoint Dr. Jochen Becker-Ebel for another term as **Adjunct Professor for Psychodrama** (April 2018 to March 2019) to cover his work in the certificate course Geriatric Palliative Care and in the diploma course Psychodrama.
- f) propose and conduct the evaluation process and promote this course through publication

## § 3 Role and task of MediAcion/ Vedadrama India Pvt. Ltd. - Dr. Becker-Ebel

Dr. Becker-Ebel as the presently leader of German Palliative Care & Psychodrama Training Institute will

- a) continue to prepare an apt Curricula and time tables for the Indian needs out of German curricula, EAPC guidelines and the Indian models respectively PIB guidelines.
- b) Continue to train an Indian teaching faculty, instructed them and accompany the teaching process and the teachers and evaluate this process.
- c) teach up to 4 times/year up to 5 days each time himself. The costs are covered within the income of the courses (especially the Diploma Course Psychodrama).

Mangalore, February 5th, 2018

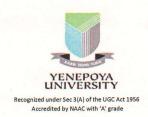
Dr. Jochen Becker - Ebel, MediAcion/Vedadrama

Dr. M. Vijaya Kumar, Vice-Chancellor

Vice Chancellor

Yenepoys (Deemed to be University)





MediAcion
Dr. Jochen Becker-Ebel, CEO&Owner
Grundstrasse 17
20257 Hamburg, Germany

Yenepoya University
Dr.G Shreekumar Menon, Registrar
University Road, Deralakatte,
Mangaluru 575018, India

## § 1 Content of the MoU: Certificate Course on Palliative Care

We continue to jointly prepare, promote, conduct and evaluate all academic certificate course on Palliative care with additional focus on Geriatric care teaching (up to 40 hours) and Palliative care teaching (additional up to 120 hours) at Yenepoya University starting again in Winter 2017 until end of March 2018.

- a) The basic course will have 3 days of contact sessions of each day 10 classroom hours (7.5 working hours). It will take place on February, 17<sup>th</sup> to 19<sup>th</sup> 2017 and as per need for one more batchin July 2017 (batch 1 Yenepoya Nursing College was in 2015: Batch 3Yenepoya nursing college was in Dec. 2016 under old MoU). The advanced course will start on July 2<sup>nd</sup> to 4<sup>th</sup>,2017. The course is open to M.Sc. Nurses, MD, MBBS and others.
- b) The time table was originally jointly agreed upon in 02/2015 will be each time adjusted according to the needs. The content of the palliative coursewas written in May 2013 by Indian and foreign experts ("An Indian Primer", see: Pallium India) was adopted by its co-author. Dr. Becker-Ebel to the PG need and to the additional need on the Geriatric Care and teaching. In between the trainees will get homework to be performed at their respective places and they have to present the outcome in the course orally. Students can perform additional e-learning.
- c) The course will be certified according to the guidelines of the European Association of Palliative Care EAPC White Book as a diploma course in palliative care of the Basic/Median level (EAPC basic level is 40 training hours this is the competency level 1; median EAPC level/Competency level 3 is the 160 training hours).
- d) The inclusion of foreign staff in the training will be with the general support of Gol, Secretary, Ministry of Health and Family Welfare F.No.T.21020/63/2012-NCD(M) dated Feb. 6<sup>th</sup>, 2013 and addressed to Prof. DR. J. Becker-Ebel and the German Ministry of Health, dated 2015. The Palliative Care training work at Yenepoya Nursing College is known to the Principal Secretary Health-Medical Education- after the expert meeting at Vikas Soudha Bangalore on December 1<sup>st</sup> 2015 in presence of the Drug Controller Karnataka, Health Commissioner, Director H & FW; Directorate of Medical Education and others including Prof.Dr. Becker- Ebel.

- e) Dr. Becker- Ebel was appointed Visiting Professor of Yenepoya Nursing College, Yenepoya University on March 30<sup>th</sup> 2015 with effect of April 1<sup>st</sup> and May 25<sup>th</sup> 2016 under No. YI/REG/ACA/VP/Vis. Prof/026/2015. He was reappointed as Adjunct Professor for Palliative Care of Yenepoya University since May 2015 (see press release of May 28<sup>th</sup>, 2015). This will be renewed until the end of this MoU in March 2018.
- f) The agreed upon reimbursement of travel costs for the year 2015/2016 (1.35 lakhs) Dr. Becker- Ebel decided to the give back as a donation to the Yenepoya Nursing College itself as local stock for any stipends for those who want to participate in the Palliative care 5 days and 20 days courses and can't afford it themselves.

## § 2 Role and task of Yenepoya University (Yenepoya Nursing College / Yenepoya Medical College)

Yenepoya as the first (deemed) University of the area and as a palliative care training centerwill...

- a) advertise and conduct the course take over the costs for rooms and administration
- b) collect the fees and pay the taxes and all expenses as they accrue and keep the surplus
- c) take care of most of the training faculty and give the permission to its own staff to cooperate, participate and be part of the faculty and find and pay other Indian already skilled faculty
- d) appoint a leader trainer for the course, who will be present on campus (or course) most of the time
- e) appoint Dr. Jochen Becker- Ebel for another term as Adjunct Professor for Palliative Care (April 2017 to March 2018)
- f) propose and conduct the evaluation process and promote this course through publication or within IAPC, for example at the 25th IAPCON at New Delhi on Feb. 22nd/23rd 2018.

#### § 3 Role and task of MediAcion/ Dr. Becker-Ebel

MediAcion/ Dr. Becker-Ebel as the presently leading German Palliative Care Training Institute will

- a) continue to prepare an apt Curriculum and time table for the Indian needs out of German curricula, EAPC guidelines and the Indian models.
- b) Continue to train an Indian teaching faculty, instructed them and accompany the teaching process and the teachers and evaluate this process.
- c) teachup to 4 times/year up to 2 days each time himself. As per his decision he will do this out of the (additional) income he is generating in India through his enhanced reputation and therefore free for Yenepoya University.

Mangalore, February 28th, 2017

Dr. Jochen Becker - Ebel, MediAcion

John Bala Ehl

Dr. G. Shreekumar Menon, Registrar
Registrar

Yenepoya University University Road, Deralakatte Mangalore - 575 018



## Memorandum of Understanding



MediAcion
Prof. Dr. Jochen Becker-Ebel, CEO & Owner
Grundstrasse 17
20257 Hamburg, Germany

Yenepoya University, Nursing College Prof. Dr. C. V. Raghuveer, Registrar University Road, Deralakatte, Mangalore 575018, India

§ 1 Content of the MoU: 40 (plus additional 120 hours) certificate course on palliative care / palliative care teaching We continue to jointly prepare, promote, conduct and evaluate a 40 (and a 160) hour's all academic certificate course on palliative care with additional focus on Geriatric care (40 hours) and palliative care teaching (additional 120 hours) at Yenepoya Nursing College starting again in Winter 2016 until end of March 2017.

- a) The basic course will have 2 time 2 days of contact sessions of each day 10 classroom hours (7,5 working hours). It will take place in January or February 2016 and in Feb. / August 2016 and as per need for one or two more batches (batch 1 was in 2015; Batch 2 was in Dec. 2015 under old MoU) The advanced course will start after December 2016
- b) The time table was originally jointly agreed upon in 02/2015 will be each time adjusted according to the needs.
- The content of a palliative course was written in May 2013 by Indian and foreign experts was adapted by its co-author
   Dr. Becker-Ebel to the PG need and to the additional need on the geriatric care and teaching.
- d) In between the trainees will get homework to be performed at their respective places and they have to present the outcome in the course orally. Students can perform additional e-learning.
- e) The course will be certified according to the guidelines of the European Association of Palliative Care EAPC White Book as a diploma course in palliative care of the basic or median level (EAPC basic level is 5 days; median level is 20 days)
- f) The inclusion of foreign staff in the training will be with the general support of Gol, Secretary, Ministry of Health and Family Welfare F.No.T.21020/63/2012-NCD(M) dated Feb. 6<sup>th</sup>, 2013 and the German Ministry of Health.
- g) The work at Yenepoya nursing college is known to the Principal Secretary Health –Medical Education –after the expert meeting at Vikas Soudha Bangalore on Dec. 1<sup>st</sup>, 2015 in presence of the Drug Controller Karnataka, Health Commissioner, Director H.&FW.; Director Directorate of Medical Education and others including Prof. Dr. Becker-Ebel.
- h) Dr. Becker-Ebel is appointed Visiting Professor of Yenepoya University College of Nursing on March 30<sup>th</sup> 2015 with effect of April 1<sup>st</sup> and May 25<sup>th</sup> 2015 under No. YI/REG/ACA/VP/Vis.Prof/026/2015. He is now Adjunct professor since May 2015 (see press release of May 28<sup>th</sup>). This will be renewed until the end of this MoU.
- i) The agreed upon reimbursement of travel costs for the year 2015 (1,35 lakhs) Dr Becker-Ebel decided to give back as a donation to the nursing college itself as a local stock for any stipends for those, who want to participate in the Palliative care 5 days and 20 days courses and can't afford it themselves.

## § 2 Role and task of Yenepoya University (Yenepoya Nursing College)

Yenepoya as the first (deemed) University of the area and as a palliative care training center will...

- a) advertise and conduct the course take over the costs for rooms and administration
- b) collect the fees and pay the taxes and all expenses as they accrue and keep the surplus
- c) take care of most of the training faculty and give the permission to its own staff to cooperate, participate and be part of the faculty and find and pay other Indian already skilled faculty
- d) appoint a leader trainer for the course, who will be present on campus (or course) most of the time
- e) appoint Dr. Jochen Becker-Ebel for another term as Adjunct professor for Palliative Care (April 2016 to March 2017)
- f) propose and conduct the evaluation process

#### § 3 Role and task of MediAcion

MediAcion as the presently largest German palliative care training institute...

- a) has prepared an apt Curriculum and a time table for the Indian needs out of German curricula, EAPC guidelines and the Indian models and has trained an Indian teaching faculty and instructed them and will accompany the teaching process and the teachers and evaluate this.
- b) Dr. Becker-Ebel will teach himself up to 4 times/year up to 2 days each time. As per his decision he will do this for free.

Mangalore, December 17th 2015

Prof. Dr. Jochen Becker - Ebel, MediAcion

Prof. Dr. C. V. Raghuveer, Registrar
Registrar

Yenepoya University University Road, Deralakatte

Mangalore - 575 018



## Letter of Intent





Yenepoya University Prof. Dr. C. V. Raghuveer, Registrar University Road, Deralakatte, Mangalore 575018, India

## § 1 Content of the MoU: Psychodrama Medical Education

We will jointly prepare and promote and later conduct and evaluate a two years degree course (certificate, diploma or M.A.) in "Medical Education: Psychodrama". It is an all academic certificate course in cooperation with the Moreno Institute Edenkoben Ueberlingen gGmbH together with other Universities (maybe German Universities, English medium teaching).

- a) The basic course 8 times 4 days contact sessions of each day 10 classroom hours (7,5 working hours). It will take place from January or February 2017 till Feb. 2019 at Mangalore and Bangalore and/or in parts in Germany. It will be according to the standards of FEPTO Psychodrama Director/Therapist instructions and the Moreno Institute Edenkoben Ueberlingen gGmbH. Certified trainers of Psychodrama will conduct the course.
- b) The advanced course moduls will start after that. They will address the specific Medical educational needs. A PhD in this topic can follow. Staff of Yenepoya University and others will conduct the advanced course.
- c) The inclusion of foreign staff in the training will be with the general support of Gol, Secretary, Ministry of Health and Family Welfare F.No.T.21020/63/2012-NCD(M) dated Feb. 6<sup>th</sup>, 2013 and the German Ministry of Health.
- d) The work at Yenepoya nursing college and is special way of medical education is known to the Principal Secretary Health –Medical Education –after the expert meeting at Vikas Soudha Bangalore on Dec. 1<sup>st</sup>, 2015 in presence of Health Commissioner, Director H.&FW.; Director Directorate of Medical Education and other Governmental, National and International experts including Prof. Dr. Jochen Becker-Ebel.
- e) Dr. Becker-Ebel was appointed Visiting Professor of Yenepoya University College of Nursing on March 30<sup>th</sup> 2015 with effect of April 1<sup>st</sup> and May 25<sup>th</sup> 2015 under No. YI/REG/ACA/VP/Vis.Prof/026/2015. He is now Adjunct professor since May 2015 (see press release of May 28<sup>th</sup>).
- He will be appointed additional Professor of Medical Education / Psychodrama once this letter of Intent is formed into an MoU

#### § 2 Role and task of Yenepoya University

Yenepoya as the first (deemed) University of the area will...

- a) Identify a part of its university, where this new course can be located
- b) advertise and prepare and later conduct the course
- c) take over the costs for rooms and administration and keep some of the fees for that
- d) organize later on the needed for the certification of the course

#### § 3 Role and task of MediAcion

MediAcion / Dr Becker-Ebel will....

- a) prepared an apt Curriculum and a time table for the Indian needs out of German curricula,
- teach himself up to 4 times/year up to 2 days each time.
- find European students to study at Mangalore and Bangalore with Yenepoya University.

#### § 4 Income

Income will be shared in a just way.

Mangalore, December 17th 2015

Prof. Dr. Jochen Becker – Ebel, MediAcion

Prof. Dr. C. V. Raghuveer, Registrar

Registrar > Yenepoya University
University Road, Deralakatte
Mangalore - 575 018



## यहायेत ज्याते

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AGREEMENT

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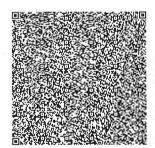
: MEDIACION GERMANY

: YENEPOYA UNIVERSITY

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(One Hundred only)





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## MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (herein after referred to as "Agreement") is made and executed on this  $9^{th}$  day of February, 2015 by and between:

#### 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.
- 3. In case of any discrepancy please inform the Competent Authority.





Recognized under Sec 3(A) of the UGC Act 1956

MediAcion
Dr. Jochen Becker-Ebel, CEO&Owner
Grundstrasse 17
20257 Hamburg, Germany

Yenepoya University, Nursing College Registrar University Road, Deralakatte, Mangalore 575018, India

YENEPOYA UNIVERSITY, University Road, Deralakatte, Mangalore – 575018, represented by its Registrar hereinafter called as First Party which term shall unless repugnant to or inconsistent with the context mean and include its successors-in –interest and assigns of the ONE PART

#### AND

MEDIACION, Dr. Jochen Becker – Ebel, CEO & Owner Grundstrasse 17, 20257 Hamburg Germany hereinafter called 'Second Party' which expression shall unless repugnant to the context or meaning thereof be deemed include its successors or assigns of the OTHER PART.

## § 1 Content of the MoU: 160 hour certificate course on palliative care nursing

We jointly will prepare, promote, conduct and evaluate a 160 hour's all academic certificate/diploma course on palliative care nursing with focus on geriatric care at Yenepoya Nursing College starting in 2015:

- a) This course will have 4 time 5 days of contact sessions: 1<sup>st</sup>: Feb 9<sup>th</sup> to 13<sup>th</sup>, 2<sup>nd</sup>: April (one week), 3<sup>rd</sup>: June (one week) and 4<sup>th</sup>: August 24<sup>th</sup> to 28<sup>th</sup>, 2015. It is a six-months-diplomacourse.
- b) The concerning time table was prepared by MediAcion and jointly agreed upon. It is enclosed.

- c) The content of a palliative nursing coursewas written in May 2013 by Indian and foreign experts including Dr. Becker-Ebel (downloaded at <a href="http://palliumindia.org/cms/wp-content/uploads/2014/02/INC-UG-Nursing-Curriculum.pdf">http://palliumindia.org/cms/wp-content/uploads/2014/02/INC-UG-Nursing-Curriculum.pdf</a>.) This UG curriculum was adapted by Dr. Becker-Ebel to the PG need and to the additional need o the geriatric end-of-life-care.
- d) In between the trainees will get homework to be performed at their respective places and they have to present the outcome in the course orally. If they do not find a place to perform palliative care nursing, they can be placed at Yenepoya or any other suitable hospital. They can in addition do the e-learning.
- e) The course will be certified according to the guidelines of the European Association of Palliative Care EAPC White Book as a diploma course in palliative care nursing of the median level (EAPC basic level is 5 days; median level is 20 days, higher level is 2 years or more). It will be certified by MediAcion who has issued more than 4000 such certifications (diplomas) within Europe for MD / nurses according to respective Medical Councils / obligatory Health Insurance System (there is no Nursing Council in Germany).
- f) The inclusion of foreign staff in the training will be with the general support of GoI, Secretary, Ministry of Health and Family Welfare F.No.T.21020/63/2012-NCD(M) dated Feb. 6<sup>th</sup>, 2013 and the German Ministry of Health.

## § 2 Role and task of Yenepoya University Nursing College

Yenepoyaas the first (deemed) University of the area and as a palliative care training centerwill...

- a) advertise and conduct the course take over the costs for rooms and administration
- b) collect the fees and pay the taxes and all expenses as they accrue and keep the surplus
- take care of most of the training faculty and give the permission to its own staff to cooperate, participate and be part of the faculty and find and pay other Indian already skilled faculty
- d) will give taxable honorarium to the foreign faculty: The amount is: reimbursements of 50 % of every international & national flight costs of Dr. Jochen Becker-Ebel and 100 % of any

further trainer's flight costs plus 5000 Rs for daily allowances (food, hotel, honorarium) through bank transfer on an Indian Bank account, some 1.35 lakhs for 2015.

- e) appoint a leader trainer for the course, who will be present on campus (or course) most of the time
- f) propose and conduct the evaluation process

## § 3 Role and task of MediAcion

MediAcion as the presently largest German palliative care training institute...

- a) has prepared an apt Curriculum and a time table for the Indian needs out of German curricula, EAPC guidelines and the Indian models. MediAcion will give these services in 2015 for free.
- b) has trainedan Indian teaching faculty and instructed them and will accompany the teaching process and the teachers and evaluate this. MediAcion will give these services in 2015 for free.
- c) will send European trainers as additional faculty to the course.

In witness whereof the parties have signed this AGREEMENT on the 9<sup>th</sup> day of February 2015 at Mangalore

Dr. Jochen Becker - Ebel, MediAcion

Registrar, Yenepoya University

Registrar Yenepoya University University Road, Deralakatte Mangalore - 575 018





# Memorandum of Understanding Between

Yenepoya Dental College

Dept. of Oral and Maxillofacial Surgery

Yenepoya University

Mangalore – 575 018

And

Hospital Tengku Ampuan Rahimah Dept. of Oral and Maxillofacial Surgery,

Klang,

Selengor

Malaysia

This memorandum of understanding (MOU) sets down the mutually agreed broad framework for the joint research and academic activities in various fields of interest between Yenepoya Dental College & Oral And Maxillofacial surgery, Yenepoya University(YU) and Hospital Tengku Ampuan Rahimah, Dept. of Oral and Maxillofacial Surgery, Klang, Selengor, Malaysia. It also incorporates the modalities of collaboration.

## 1. Preamble:

1.1 IAE commissioned its debut venture - the YENEPOYA DENTAL COLLEGE (YDC) in 1992. The first batch of BDS students finished their internship on August 1997 and began their careers as dental practitioners. The year 2006, marked the completion of 15 years of service as well as the celebration of its 10th Graduation day. Yenepoya (Deemed to be University) came into existence in 2008 with Yenepoya Dental College as the first constituent unit.

Currently, Postgraduate courses are recognized in all the nine departments in the Yenepoya Dental College. YDC Under Graduate & Post Graduate courses are recognized by Dental Council of India.

The Yenepoya Dental College Complex is the Campus, houses all the clinical departments along with the lecture halls, seminar rooms, HODs & Staff rooms. There are three air conditional lecture halls with excellent seating arrangement and LCD projector facilities.

There are common rooms for boys and girls separately, The departments of Community Dentistry, Conservative Dentistry, Oral Medicine, Oral & Maxillofacial Surgery, Orthodontics, Pedodontics, Periodontics & Prosthodontics also have their academic and clinical areas in the new complex. The Departments of Dental Materials (preclinical) & Oral Pathology (para clinical) are housed in the academic block of the YMC, which will be moved to the Dental College building shortly.

Every department has its own HODs room, Staff rooms, PG room, seminar rooms and the dental chairs are separately placed for undergraduate and postgraduate studies. In addition, every department has its own 35mm SLR Camera, Video camera, Over head projector, LCD projector & computer workstation. The

Department of Community Dentistry has a 29 inch television for the screening of educative films and video shows.

Additionally, the YDC also has a state-of-the-art mobile dental van. The Dental Materials Department has a unique Museum of Dental Materials. The Community Dentistry Department has mobile dental clinics that are used to proactively to interact with the community.

All the treatment is rendered free or at very minimal rates. The departments conduct frequent dental camps in the rural areas surrounding Mangalore. The Dental College holds frequent Continuing Dental Education programs and guest lectures. YDC has a computer graphics department with all the latest equipment, which caters to the DTP and other needs of the Institutions.

The Central Library & Digital Information Centre, the Indoor and outdoor auditoria, the Canteen and the Examination hall are shared facilities.

Department Oral and Maxillofacial Surgery started with the mission to turn the court of this profession from being doctor centric to patient centric, it is to create a perfect environment and infrastructure that executes organizational vision and regulatory agency requirements to train students for the award of BDS and MDS in maxillofacial Surgery involving total quality management at different levels of patient care. The Dept. Of Oral and Maxillofacial Surgery was established in the year 1991 with the training of undergraduate students. Then in the year 1996 the Post Graduate course was started with two students intake. Later in the year 2004 the student intake was increased to four and in 2012 the intake was to six per year. The dept. has made enormous progress under the leadership of Dr. B.H. Sripathi Rao. In the year 2010 one more feather in the form of a craniofacial centre was added to the dept. to address the craniofacial deformities of the society. The department of maxillofacial surgery not only deals with patient care and but also to train the U.G and P.G students. It has also contributed to the field of research with more than 50 papers published in last 5 years. Currently department is headed by Dr. Joyce P Sequeira who is very keen on taking the department to greater heights. Hence Institution wants to renew the MOU for faculty/student training programe.

1.2 Klang District Hospital was built in the 1890s on a hillock near the government buildings and trade. Medical Officer (District Surgeon to the Coast District) first in charge of the hospital was followed by Dr. Dr. Watson Reid

(16/01/1908 to 25/03/1908) and then Dr. Gerrard and Dr. Millard. Starting January 1, 1976, this hospital has been upgraded to the Klang General Hospital, led by a Medical Superintendent

Now the hospital provides a facility for a population of about 409.994 people especially in Klang town, rural (estates and villages), the company, the airport and the nearby islands.

The objectives of the hospital are

- Providing quality patient care through diagnostic services, treatment and early recovery of efficient, effective and customer-focused.
- Encourage innovation in services.
- Conduct research and training on an ongoing basis and focuses on the development of human capital and
- Providing a safe and comfortable environment for customers and employees.

Department of Oral & Maxillofacial surgery Hospital Tengku Ampuan Rahimah Klay is a Tertiary 1200 beded, Ministry of Health Hospital located west of Kuala Lampur is a state hospital and one of the busiest is the country.

The Maxillofacial surgery department is a recognized Tertiary Care centre for Maxillofacial oncology Pathology & reconstructive surgery & Maxillofacial trauma.

The department sees about 17000 patients in a year.

It is also a recognized Tertiary centre for Royal College of Surgeries of Dublin and carries out major research work in oral cancer.

## Purpose

Yenepoya Dental College, Department Of Oral And Maxillofacial Surgery, Yenepoya University and Dept. of Oral and Maxillofacial Surgery, Jalan Langat, Klang, Selengor 41200, Malaysia would like to initiate cooperative and training activities, which would address scientific, technological and educational problems of relevance to the society. The instrument of this MOU, elements of which facilitates this as follows.

### Article-1

To depute aspiring Post graduate from OMFS Dept. of Yenepoya Dental College for further exposure to treatment of advance trauma and cancer care.

#### Article-2

The faculty of Dept Of Oral and Maxillofacial Surgery and Dept. of Oral and Maxillofacial Surgery, Hospital Tengku Ampuan Rahimah, Jalan Langat, Klang, Selengor 41200, Malaysia will hold regular scientific meetings on problems of mutual interest. The faculty and research scholars of Dept Of Oral and Maxillofacial Surgery and Dept. of Oral and Maxillofacial Surgery, Hospital Tengku Ampuan Rahimah, Jalan Langat, Klang, Selengor 41200, Malaysia will have access to the appropriate facilities of both the institutes, subject to their respective rules and regulations.

### Article-3

Provision is hereby made for the:

- Exchange of faculty, research scholars and students between Dept. Of Oral and Maxillofacial Surgery and Dept. of Oral and Maxillofacial Surgery, Hospital Tengku Ampuan Rahimah, Jalan Langat, Klang, Selengor 41200, Malaysia
- Joint organization of symposia, seminars and workshops and lectures.
- Mutual sharing of research material and data and scientific knowledge on collaborative projects.

## Article-4

## Intellectual property:

- 1. Important research finding arising out of the activities covered under this MOU may be published in national and international journals and presented at national and international conferences
- 2. Knowledge developed, which can result in commercial exploitation, shall be covered by patents filed jointly by Dept Of Oral and Maxillofacial

- surgery and Dept. of Oral and Maxillofacial Surgery, Hospital Tengku Ampuan Rahimah, Jalan Langat, Klang, Selengor 41200, Malaysia involved in the collaborative research work.
- 3. Dept Of Oral and Maxillofacial Surgery and Dept. of Oral and Maxillofacial Surgery, Hospital Tengku Ampuan Rahimah, Jalan Langat, Klang, Selengor 41200, Malaysia can make use of, for their internal purposes all the information and data generated during collaborative research program.
- 4. The benefits of all IPR developed from the collaborative projects between Yenepoya Dental College & Dept Of Oral and Maxillofacial Surgery and Dept. of Oral and Maxillofacial Surgery, Hospital Tengku Ampuan Rahimah, Jalan Langat, Klang, Selengor 41200, Malaysia shall be shared equally between these two institutions.

## Article-5

Non-exclusivity of the MOU:

Notwithstanding anything contained in the provisions, excepting articles of the MOU, both institutes have the unrestricted right to seek additional funding for and to co-operate with any agency or institute, ensuring that it is outside the preview of the collaboration agreed upon.

#### Article-6

Changes and modifications:

Any article of the MOU may be modified or changed by mutual agreement of the parties here to in writing. The modification and changes shall be effective from the date on which they are made unless otherwise agreed to.

## Article-7

All disagreements, difference of opinion, disputes regarding the interpretation of the provision of this MOU shall be resolved by mutual consultation of the heads of the institute or their authorized representatives.

## Article-8

The tenure of the MOU shall be three years from the date of signing this MOU. The MOU can be extended for a further period of three years by mutual consent.

- 1. All the parties decided initially to work closely on training and research projects in areas of interest.
- 2. All participating researchers will be co-authors in research articles that emanate from the proposed work.

In witness whereof the undersigned duly authorized thereto have signed this at Mangalore on the July 2020.

Date: 1/7/2020

Dr. Akhtar Husain

ORAFITERRAL Principal

and in Tollege Yenepoya Dental College

Yenepoya University 

Deralakatte

Mangalore

Dr. M. Thomas Abraham Senior Consultant & Head of the Dept. OMFS, Hospital Tengku Ampuan Rahimah, Klang, Selangor, Malaysia.

Dr. Joyce P Sequeira

Prof. & MOD

Dept. of OMFS

Yenepoya Dental College

Mangalore

Dr. Joyce P. Sequeira Professor & HOD

Dept. of Oral & Maxillofacial Surgery . Yenepoya Dental College Yenepoya University Deralakatte, Mangaluru-575018

## **W**PORTO



## CULTURAL AND SCIENTIFIC AGREEMENT BETWEEN THE UNIVERSITY OF PORTO AND YENEPOYA UNIVERSITY

The University of Porto, Porto, Portugal, represented by its Rector, Professor José Marques dos Santos, with official address at Praça Gomes Teixeira, 4099-002 Porto, Portugal,

Yenepoya University, Mangalore, Karnataka, India, represented by its Vice Chancellor, Professor Dr. P. Chandramohan, with official address at University Road, Deralakatte, Mangalore 575

considering the importance of establishing cultural and scientific exchanges, which could contribute to the progress and encounter to different cultures;

considering that both universities are bound with the same interests and objectives in the academic

considering that universities are institutions called by the essence, goals and objectives, to establish communication channels, which would allow to exchange cultural and scientific

agree to establish the following formal cultural and scientific agreement.

#### ARTICLE 1

The two universities agree to the following objectives:

- 1. Increase the scientific and cultural relationship;
- 2. Further the development of mutual collaboration;
- 3. Exchange of information, materials and scientific information in those fields which are of interest to both universities;
- 4. Promote teaching and researching in fields of mutual interest;
- 5. Promote the mobility of students between both universities;
- 6. Curriculum development;

- 7. Preparation of joint research projects;
- 8. Participation in seminars and academic meetings;
- Exchange of accreditation procedures and standards.

## **ARTICLE 2**

The two universities agree to identify specific areas of collaboration and to design projects of academic collaboration that shall be determined by mutual accord in writing (addendums) and will not exceed the validity of the present agreement.

## **ARTICLE 3**

Matters arising in relation to the implementation of the joint academic projects shall be negotiated and dealt with between the two universities on a case-by-case basis.

All the expenses in executing the agreement will be negotiated and subject to the approval of the involved faculties, schools, institutes or departments of both Universities.

## **ARTICLE 4**

The present agreement becomes effective on the date of its signature and is valid for the period of five (5) years after which it will be automatically terminated.

The agreement may be renewed upon mutual written consent by both universities at least six (6) months prior to the date of termination.

#### ARTICLE 5

Any modification to the present agreement shall be undertaken by mutual decision in writing and any new changes will start on a date agreed by both universities.

#### ARTICLE 6

Either university may terminate this agreement by giving six (6) months notice in writing. Termination of the agreement is subject to finalisation of decided common projects and activities.

Fully accepting the articles stated above, the parties hereby sign this agreement in two (2) equally dated copies, in English language, with a copy to each part.

Porto, November, 7th, 2012

Prof. José Carlos D. Marques dos San

Rector

University of Porto

Mangalore, Chancellor, 7th, 2012

Prof. Dr. P. Chandramohan

Vice Chancellor

Yenepoya University





#### MEMORANDUM OF UNDERSTANDING

BETWEEN

YENEPOYA UNIVERSITY, MANGALORE, INDIA

AND

DUQUESNE UNIVERSITY, PITTSBURGH, U.S.A.

The YENEPOYA UNIVERSITY, MANGALORE, INDIA represented by its Registrar Dr. JANARDHANA KONAJE and DUQUESNE UNIVERSITY represented by its Provost Dr RALPH PEARSON, hereinafter referred to as "the parties", considering that academic cooperation is fundamental to the development of both Institutions, enter into an agreement of cooperation to establish programs of exchange and collaboration in areas of mutual interest and benefit to both institutions. Based on principles of equity and reciprocity, this agreement will serve as a general framework for cooperation between the two institutions and is intended to facilitate discussions for more specific programs of collaboration. In particular, the two institutions

### AGREE TO THE FOLLOWING:

## ARTICLE 1. GENERAL AREAS OF COOPERATION.

Collaboration will be developed in the following areas:

- 1. Exchange of students, faculty and research staff, particularly in the domain of healthcare ethics and bioethics;
- 2. Establishment of programs that will enable interested and qualified students and university personnel to pursue either short-term or extended programs of study in each other's institution;
- 3. Assistance of visits by authorized officials from each institution for the purpose of studying the other's educational system to develop mechanisms for, and expand areas of, cooperation:
- 4. Support the development of joint research programs and projects in fields of mutual interest, especially in the area of bioethics;
- 5. Identification of other areas of possible interest and collaboration; and,
- 6. Awareness in both institutions of the teaching and research programs, research institutes and educational resources of each other's institution.





ARTICLE 2. FINANCIAL ISSUES. The scope of activities under this agreement shall be determined by funds regularly available at both institutions for the types of collaboration undertaken and by such other financial assistance as may be obtained by either institution from external sources.

#### ARTICLE 3. DURATION OF THE AGREEMENT.

Upon approval by each institution, this agreement will remain in force until terminated by either institution. An evaluation of this agreement will take place two years after the date of signature. Either institution may terminate this agreement by giving the other at least six months advance notice of its intention to terminate. Termination shall be without penalty.

ARTICLE 4. SUPERVISION OF THE AGREEMENT. A designated person at each institution shall oversee and facilitate implementation of this agreement in collaboration with other appropriate staff at the respective institutions.

ARTICLE 5. INTELLECTUAL PROPERTY. Each Institution is the owner of certain intellectual property in respect of the creations of the students and/or professors.

· Date,

In witness thereof, this Memorandum of Understanding is signed by:

1 sanan vesam Dr. JANARDHANA KONAJE

Registrar

Yenepoya University

- REVIEWEI -Yenepoya University University Road, Deralakatta Duquesne University



## (3)

## PARTNERSHIP STATEMENT

## Partnership title: ...LET'S MOVE TOGETHER ..... (MOVER),.....

## Coordinating institution: ......UNIVERSITY OF MURCIA.....

A partnership is a relationship of substance between two or more organisations involving shared responsibilities in undertaking the action funded by the Education, Audiovisual and Culture Executive Agency (herein after referred to as "Agency") Agency. To ensure that the action runs smoothly, the Agency requires all partners to acknowledge this by agreeing to the principles of good partnership practice set out below.

- 1. All partners must have read the application form and understood what their role in the action will be before the application is submitted to the Agency.
- 2. All partners must have read the model of grant agreement and understood what their respective obligations under the agreement will be if the grant is awarded. They authorise the lead applicant to sign the agreement with the Agency and represent them in all dealings with the Agency in the context of the action's implementation.
- 3. The applicant must consult with his partners regularly and keep them fully informed of the progress of the action.
- 4. All partners must receive copies of the reports narrative and financial made to the Agency.
- 5. Proposals for substantial changes to the action (e.g. activities, partners, etc.) should be agreed by the partners before being submitted to the Agency. Where no such agreement can be reached, the applicant must indicate this when submitting changes for approval to the Agency.

## Given the objectives of the action, I agree

- to the recognition of the periods of study undertaken by the students from my university in the partner universities.
- to apply a fee waiver policy for incoming students from the partner institutions who follow study in my institution if duration of study period is inferior to 10 months.
- to the recognition for the purposes of studying of the previous studies carried out by third country nationals under target groups II and III (for EMA2 Strand1)

#### I declare by my honour the following:

- I grant power of attorney to the Applicant/Coordinating institution to sign the present application in my name and for my account.
  - I do not fall in any of the categories (a) to (f) listed in section 3.2 of the Programme Guide.
- I will not favour any actions that could lead to brain drain from third countries and will do everything in their power so that mobility activities contribute to building capacity in third countries, to increasing the relations and improving the understanding between the different peoples involved.

I have read and approved the contents of the proposal submitted to the Agency. I undertake to comply with the principles of good partnership practice.

Name:	Da.P.CHANDRAMOHAM	Stamp of the organisation (or equivalent prove)
Organisation:	YEWEPSYA UNIVERSITY	
Position:	VICE CHANCELLOR	™ Vice Chancellor ™
Signature:	C-3-C-	Yenepoya University University Road, Deratakutte MANGALORE - 57,0013
Date and place (country and city):	SILABARILACII MANGALORE, INDIA	