INDIA NON JUDICIAL
Government of National Capital Territory of Delhi

e-Stamp

Certificate No.: IN-DL743317269043069N
Certificate Issued Date: 23-Oct-2015 12:14 PM
Account Reference: IMPACC (IV)/ dl921303/ DELHI/ DL-DLH
Unique Doc. Reference: SUBIN-DL2L92130346499383324727N
Purchased by: SIGHTLIFE INDIA
Description of Document: Article Others
Property Description: Not Applicable
Consideration Price (Rs.): 0 (Zero)
Stamp Duty Paid By: SIGHTLIFE INDIA
Stamp Duty Amount (Rs.): 100 (One Hundred only)

King George Medical University – Eye Bank,
SightLife India
and
Sitapur Eye Hospital Trust Partnership
King George Medical University - Eye Bank, SightLife India and Sitapur Eye Hospital Trust Partnership

Memorandum of Understanding

3rd November 2015

Durga, a 14-year-old corneal transplant recipient, back in school after having his vision restored.

King George Medical University, SightLife India and Sitapur Eye Hospital Trust

This Memorandum of Understanding is between King George Medical University, SightLife India and Sitapur Eye Hospital Trust to establish a high performance eye bank in Lucknow dedicated towards elimination of corneal blindness in the State of Uttar Pradesh and India.
Memorandum of Understanding  
Date: November 3, 2015

1. Foreword

The State of Uttar Pradesh ("UP") with a population of over 200 million performed only 250 corneal surgeries in 2013. There is much need to increase number of corneal surgeries within state, providing relief to local population. Corneal Blindness is a condition treatable with corneas donated post-mortem. Eye donation across India has gained tremendous momentum through Hospital Cornea Retrieval Program ("HCRP"). However, we still have a long way to go if we are to eliminate corneal blindness in Uttar Pradesh, and then in the country. This MoU envisions establishment of a world class eye bank in Lucknow, to significantly boost in-state corneal transplants in next six years.

2. Parties

King George Medical University, registered as a medical university by the name of Chhatrapati Shahuji Maharaj Medical University, as passed by The Uttar Pradesh Legislature and assented to by the Government on September 5, 2002, having its offices at Chowk, Lucknow-226003 (hereinafter referred to as “KGEMU”) and SightLife India, a section 25 company incorporated under the Company Act, 1956 having its registered office at C-11, Qutab Institutional Area, New Delhi 110016 (hereinafter referred to as “SLI”) and Sitapur Eye Hospital Trust, a trust registered under the Indian Trusts Act 1882, having its office at Civil Lines, Sitapur-261001, UP (hereinafter referred to as “SEHT”).

KGEMU and SLI propose to collaborate to set up an eye bank facility by the name of “KGEMU-SightLife Community Eye Bank” or such other name as maybe mutually agreed between the Parties (hereinafter referred to as the “Eye Bank Facility”), with the active support of SEHT, at Lucknow within the premises at 5th Floor, Emergency Complex and Trauma Centre, King George Medical University Lucknow ("Project Site"), to fulfil the needs of the State of Uttar Pradesh in its efforts to eliminate corneal blindness. The intent of this MoU is to promote public health by elimination of corneal blindness; by building awareness within donor families through HCRP methodology, and public awareness resulting in more voluntary donation of tissues within local community.

Accordingly, KGMU, SLI and SEHT are entering into this memorandum of understanding (“MoU”) to record the terms and conditions upon which the Eye Bank Facility will be setup and operate.

KGEMU, SLI and SEHT are hereinafter collectively referred to as “Parties” and individually as “Party”.

3. Date of Commencement, Timelines and Term

3.1 Date of Commencement – This MoU shall come into effect from the date of execution of this MoU i.e. from on November 1, 2015 ("Commencement Date")

3.2 Timeline - It is hereby agreed between the Parties that KGMU will handover the Project Site to SLI for remaining construction and set-up of the Eye Bank Facility within 10 (Ten) days from the
Commencement Date. KGMU hereby grants SLI the absolute right to use the Project Site for setting up, operating and running of the Eye Bank Facility, as per the terms of this MoU, without payment of any charge or rent. KGMU agrees to bear Electricity and Water charges for the entire duration of project of six years.

It is hereby agreed between the Parties, that SLI will build, construct and setup the Eye Bank Facility within 6 (Six) months from the date of handing of the Project Site by KGMU to SLI. The cost of any additional construction related to eye banking and completion shall be organized by SLI. The Eye Bank Facility shall commence its operations upon completion of construction thereon, on or before March 31, 2016 (“Service Commencement Date”).

3.3 **Active Period** – Unless terminated earlier as per the provisions of Clause 16 of this MoU, this MoU is valid for a period of 6 (Six) years from the Commencement Date (“**Term**”). Upon expiry of the Term, the Parties may mutually agree to renew this MoU for an additional term of 5 (Five) years multiple on such terms as may be mutually agreed between the Parties.

4. **Vision**

4.1 It is hereby agreed between the Parties that each Party will work towards eliminating treatable corneal blindness in the State of Uttar Pradesh by the year 2021. This system would be a model for the other states in India and represent the best practices in eye banking and eye care worldwide.

4.2 The Parties agree that SLI will follow a build-operate-transfer (“BOT”) model for construction, operation and transfer of the Eye Bank Facility in accordance with the terms of this MoU, wherein the Eye Bank Facility, with all its assets and operations, will be transferred to KGMU on an ‘as is where is’ basis, upon expiry of the Term of this MoU.

4.3 The Parties hereby agree that Eye Bank Facility shall be built, operated and transferred broadly on the basis of the principles of functioning as outlined below:
5. Objectives

5.1 Implement HCRP and other collection methodologies at KGMU and other State and Central Government hospitals in Lucknow, Sitapur and UP.

The Parties shall implement the HCRP at the following hospitals currently located in the project catchment districts of Sitapur and Lucknow:

i. Gandhi Memorial and affiliated hospitals including Surgical Emergency and Trauma Centre, Lucknow
ii. Other KGMU Hospitals
iii. Lucknow Civil Hospital-Lucknow
iv. Balrampur Hospital (Lucknow/Sitapur)
v. Sitapur District Hospital- Sitapur
vi. Sanjay Gandhi Postgraduate Institute of Medical Sciences (Lucknow/Sitapur)
vii. Dr. Ram Manohar Lohia Institute of Medical Sciences and Hospital (Lucknow/Sitapur)
viii. Command Hospital-Lucknow
ix. Any other mutually agreed state and central hospital in Uttar Pradesh not listed in MoU

KGMU and SEHT shall initiate the HCRP program at above hospitals and SLI will provide counselling support at the donor hospitals specified above in a phase-wise manner as detailed below:

(i) KGMU will ensure that it has executed a memorandum of understanding for implementation of HCRP with KGMU/Gandhi Hospital and Civil Hospital-Lucknow prior to the commencement of the construction of the Eye Bank Facility by SLI. The term of the memorandum of understanding to be executed between KGMU and Gandhi Hospital, Civil Hospital-Lucknow shall be for a minimum term of 6 (Six) years.

(ii) Within 3 (Three) months from the Service Commencement Date, KGMU will execute memorandums of understanding for implementation of HCRP with Balrampur Hospital (Lucknow/Sitapur) and SEHT with Sitapur District Hospital-Sitapur.

(iii) Subsequently, KGMU will execute memorandums of understanding for implementation of HCRP with the other 3 (Three) hospitals, i.e. Sanjay Gandhi Postgraduate Institute of Medical Sciences (Lucknow/Sitapur), Dr. Ram Manohar Lohia Institute of Medical Sciences and Hospital (Lucknow/Sitapur) and Command Hospital - Lucknow, within 6 (Six) months from the Service Commencement Date.

All of the aforementioned memorandums of understanding in relation to HCRP signed and executed by KGMU and SEHT with the respective hospitals, will be implemented and serviced by the Eye Bank Facility. Original MoUs with above donor hospitals shall be kept at Eye Bank for record keeping.
5.2 Establish the Eye Bank Facility as Center of Excellence

KGMU shall provide the THOTA approved Project Site, to SLI and will permit SLI to further develop the Eye Bank Facility in accordance with the terms of this MoU. The Parties hereby agree and acknowledge that KGMU will grant an absolute right of use for the Eye Bank Facility to SLI without charging any rental fees or charge. SLI will operate and maintain the Eye Bank Facility for a period of 6 (Six) years from the Service Commencement Date. This operating-transfer period of 6 (Six) years as mentioned above may be mutually extended for a further multiple periods of 5 (Five) years on such terms and conditions as may be mutually agreed between the Parties at such point of time. In case of non-extension of the operating period by the Parties, there will be 6 (Six) months transfer period during which the Eye Bank Facility will be transferred back to KGMU or once the minimum transfer criteria including financial sustainability and operational goals are met.

The Eye Bank Facility will be operated by SLI and they SLI shall take all necessary steps to ensure that the Eye Bank Facility is operated in accordance with international level best practices, including achieving quality accreditation, appropriate organizational structure, process compliance, human resource compliance, legal compliance and a dedicated focus on performance to achieve financial sustainability.

5.3 Provide Fair and Equitable Distribution of Tissue

This MoU recognizes that broadly the donor of tissue was part of Uttar Pradesh community and keeping this spirit all tissues should be shared back in a fair and equitable method with any needy person in the community and country. All parties agree that the key objective of this program is to inculcate a community spirit of helping one another and the community at large. Keeping in mind that cornea stored in preservation media has to be used within a specific short timeline, the following protocols will be followed in sharing of tissues to ensure parity between the Parties:

(i) Distribution Protocol: KGMU and SEHT will have the first priority in using any tissue recovered by the Eye Bank Facility. Thereafter, following specific protocol described in Diagram A below, the tissues will be offered to other Government hospitals of UP for patients treated at their own premises, followed by other surgeons in UP for patients treated at the centers approved under the Transplant of Human Organs Act, 1994 ("THOA"), as adopted by the State of Uttar Pradesh, followed by other cornea transplant surgeons treating patients at THOA-approved centers in the rest of India. In distribution of tissues patient prioritization protocol described in section below will be followed.

Diagram A -
Within 24 hrs of Death
KGMU+ SEHT according to Patient Prioritization criteria

Between 24 and 36 hrs of Death
Other Govt Hospitals of UP according to Patient Prioritization Criteria

36-48 hours of death
Private surgeons of UP according to Patient Prioritization Criteria

After 48 hours of death
Patients in Rest of India through EBAI-SightLife Cornea Distribution System

(ii) Patient Prioritization Protocol: This protocol is designed to ensure that the patient with highest medical need for cornea transplant gets priority in access to tissue. The criteria are described below:

**Diagram B**

<table>
<thead>
<tr>
<th>Category 1: First Priority</th>
</tr>
</thead>
<tbody>
<tr>
<td>* Emergency</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Category 2: Second Priority</th>
</tr>
</thead>
<tbody>
<tr>
<td>* Bilateral blind children in amblyogenic age group</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Category 3: Third Priority</th>
</tr>
</thead>
<tbody>
<tr>
<td>* Unilateral blind children in amblyogenic age group</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Category 4: Fourth Priority</th>
</tr>
</thead>
<tbody>
<tr>
<td>* Bilateral blind patients in any age group</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Category 5: Fifth Priority</th>
</tr>
</thead>
<tbody>
<tr>
<td>* Any other patient requiring routine surgery</td>
</tr>
</tbody>
</table>

5.4 Promotion of 1 (One) Large Eye Bank Facility in Lucknow-Sitapur area

The Parties hereby agree that in order to capitalize on the economies of scale, all the corneas processing and evaluation capacity of KGMU and SEHT will be conducted at the Eye Bank Facility.

SEHT hereby undertakes and agrees that in furtherance of the objective of this MoU, the Regional Institute of Ophthalmology Eye Bank at Sitapur, [which is run by SEHT,] will send all tissues collected by it to the Eye Bank Facility to Eye Bank Facility in Lucknow for processing and further distribution. The same distribution protocol (as specified in Clause 5.3 above) and payment protocol (as specified in Clause 12) will be applied for these tissues. SEHT also agrees to maintain the same SL quality standards as specified at KGMU-SightLife Community Eye Bank, ensuring tissue retrieval, storage and transportation protocols are kept uniform. All staff posted at SEHT will be periodically trained to meet standards.
6. Recognition/Marketing

KGMU and SEHT hereby agree and undertake that it will recognize SLI as its global partner in relation to the objective of this MoU. SEHT and KGMU hereby agree that SLI will be the exclusive eye bank facility partner in India for consulting and implementation of any eye banking and corneal transplantation-related matters during the Term of this MoU. KGMU and SEHT will allow SLI to document case studies of recipients and donors and Eye Bank facility to be recorded and to use any such content for awareness and fundraising purposes of SLI.

7. Governance and Core Committee

7.1 The Parties hereby agree that day-to-day business decisions for the Eye Bank Facility shall be taken by the eye bank manager, and the core committee, shall be setup by the Parties on or before the Service Commencement Date (“Core Committee”). The Parties hereby agree that the Core Committee shall comprise of [3 (three)] members, with equal representatives of KGMU, SLI and SEHT, as detailed in Clause 7.5 below. The Eye Bank Manager shall keep the core community informed on decisions taken and seek their advice as needed.

7.2 All financial decisions exceeding INR 1 Lakh (Rupees One Lakh) shall be taken only with the majority approval of the Core Committee. It is hereby agreed by the Parties that SLI shall have the right to independently take all financial decisions, below the aforementioned threshold, in relation to the incurring expenses for operating and maintaining the Eye Bank Facility. KGMU and SEHT hereby undertake that they shall not raise any objections in relation to any such financial decisions taken by SLI, in any manner whatsoever.

7.3 In case of any vacancy or resignation or expiry of term of any of the members of the Core Committee, the Party which appointed the said member shall appoint a new member to take the same position therein.

7.4 The Core Committee will conduct at least 1 (one) meeting in a calendar quarter. All meetings of the Core Committee shall be properly recorded in writing. The quorum for all meetings of the Core Committee shall be all three members present in person or through video conferencing.

7.5 The Core Committee of the Eye Bank Facility will have the following members:
   • Director, Sitapur Eye Hospital (SEHT)
   • Vice Chancellor, KGMU
   • Country Director-India, SLI
   • Any other nominee mutually agreed by all parties

8. Projected Outcomes

8.1 The Parties agree that the projected outcomes provided in Table A below will be the key indicators of sustainable success in providing corneal transplantation and eliminating corneal blindness. The corneal transplant goals will help define success and long-terms goals, and will be subject to review and changes in the next annual planning process.
Table A – Program Outcomes

<table>
<thead>
<tr>
<th>Table A</th>
<th>Year 2015</th>
<th>Year 2016</th>
<th>Year 2017</th>
<th>Year 2018</th>
<th>Year 2019</th>
<th>Year 2020</th>
</tr>
</thead>
<tbody>
<tr>
<td>Corneal Transplant Goal</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>HCRP Centers and other collection models</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1. KGMU</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2. Civil Hospital</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Lucknow</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>All hospitals in Clause 5.1</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Maturity Capabilities</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Distribution Model Implemented</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Quality Certification</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>


9.1 The Parties agree that a separate financial bank account shall be opened by KGMU in the name of the Eye Bank Facility, designated as “KGMU-SightLife Community Eye Bank” or such other name as maybe mutually agreed between the Parties, for disbursal of expenses and collection of payments from surgeons and hospitals in accordance with Clause 12.1 of this MoU (“Eye Bank Account”).

9.2 The Parties hereby agree that the financial Bank Account shall be separately operated and maintained and will be audited annually in order to determine the funds generated and expenses incurred by the Eye Bank Facility in such year.

9.3 It is hereby agreed between the Parties that the Country Director of SLI or nominee and the Vice Chancellor of KGMU or nominee will be the joint signatories for operating the Eye Bank Account. The Parties hereby agree and undertake that, Country Director, SLI or nominee and Vice Chancellor, KGMU or nominee shall have the right to individually operate the Financial Bank Account in relation to all transactions not exceeding INR 1,00,000 (Rupees one lakh only). The Parties hereby agree that for any transactions above the specified amount, joint signature of both, Country Director, SLI and Vice Chancellor, KGMU will be required.

10. Responsibilities of Parties

10.1 The Parties hereby agree that during the Term of this MoU and any renewal thereof, the Eye Bank Facility shall be operated and maintained exclusively by SLI or any of its associate companies in accordance with the terms of this MoU.

10.2 SEHT hereby undertakes and agrees that SEHT shall be responsible for obtaining and maintaining all licenses, permissions, approvals and regulatory consents required in relation to owning and operating the Eye Bank Facility. All costs and expenses incurred in relation to obtaining the necessary licenses, permissions, approvals etc. in relation to owning and operating the Eye Bank Facility shall be borne by SEHT.

10.3 KGMU hereby undertakes and agrees that Gandhi Hospital and its affiliates shall be the apex donor hospital for the Eye Bank Facility and shall undertake the following role as the founder member:

i. Allow HCRP to be conducted by the Eye Bank Facility at all KGMU medical facilities;
ii. Assist in getting HCRP programs started in all other hospitals identified by SEHT and SLI, from time to time;

iii. Assist in advocacy at State Government level for the development of the Eye Bank Facility and elimination of corneal blindness in the State of Uttar Pradesh;

iv. Nominate a member of the Core Committee of the Eye Bank Facility;

v. Support SLI in recognizing any financial donor introduced by SLI.

10.4 SEHT hereby undertakes that it shall undertake following role as the founder member:

i. Support eye banking movement in Lucknow, Sitapur and other districts through various awareness programs

ii. Support eye banking movement in Lucknow, Sitapur and other districts through advocacy efforts

iii. Assist in getting HCRP programs started in all other hospitals identified by SEHT and SLI, from time to time;

iii. Assist in advocacy at State Government level for the development of the Eye Bank Facility and elimination of corneal blindness in the State of Uttar Pradesh;

iv. Nominate a member of the Core Committee of the Eye Bank Facility;

v. Support SLI in recognizing any financial donor introduced by SLI.

10.5 SLI hereby undertakes that it shall undertake following role as founder member:

i. Build, Operate and Transfer the Eye Bank Facility over six years or agreed upon timeline

ii. Provide knowledge transfer and coaching to eye bank at six year period

iii. Provide advice and financial support in purchase of capital equipment for the eye bank operations and operating expenses for the first 12 months of operations at the following amounts:

   a. Capital Expenses: INR 1.08 crore
   b. Operating Expenses for first 12 months: INR 57 lakhs

iv. Recruit and manage all staff and their performance and pay decisions for the six year period

10.6 In the event that SLI facilitates and secures philanthropic support for the Eye Bank Facility project that is given directly to KGMU for the purpose of capital or operating expenditures for the first 12 months of eye bank operations, KGMU shall recognize such support as relieving SLI of an equivalent amount of financial obligation as set forth in Section 10.5 of this MOU. If such philanthropic support is given to KGMU, KGMU shall immediately provide SLI with a letter formally relieving SLI of that amount of financial obligation.

10.7 The Parties hereby agree and acknowledge that the setting up and operations of the Eye Bank Facility is split into 3 (Three) parts i.e. build-operate-transfer. In this regard, the roles and responsibilities of each Party in relation to each stage for the setting up and operations of the Eye Bank Facility are described below:

(i) **BUILD:**

<table>
<thead>
<tr>
<th>Category</th>
<th>Item</th>
<th>Responsibility</th>
</tr>
</thead>
<tbody>
<tr>
<td>Infrastructure</td>
<td>Space/location at no rent</td>
<td>KGMU</td>
</tr>
<tr>
<td>Infrastructure</td>
<td>Design and civil Work</td>
<td>SLI</td>
</tr>
<tr>
<td>---------------</td>
<td>-----------------------</td>
<td>-----</td>
</tr>
<tr>
<td>Infrastructure</td>
<td>Utility connection- electricity, water, broadband internet</td>
<td>KGMU</td>
</tr>
<tr>
<td>Infrastructure</td>
<td>Medical equipment- 40X slit lamp Specular microscope Laminar flowhood Autoclave</td>
<td>SLI</td>
</tr>
<tr>
<td>Infrastructure</td>
<td>Vehicle for eye recovery calls</td>
<td>KGMU</td>
</tr>
<tr>
<td>Infrastructure</td>
<td>Set-up 1919 number and redirection of all eye donation calls in Lucknow and Sitapur to the Eye Bank Facility</td>
<td>KGMU</td>
</tr>
<tr>
<td>Infrastructure</td>
<td>IT systems and computing devices</td>
<td>SLI</td>
</tr>
<tr>
<td>Legislative</td>
<td>UP state adoption THOA-2011 and THOA Rule 2014</td>
<td>KGMU and SEHT</td>
</tr>
<tr>
<td>Legislative</td>
<td>Police permission for eye donation in Lucknow, Sitapur and any other applicable districts</td>
<td>KGMU and SEHT</td>
</tr>
<tr>
<td>Legislative</td>
<td>Access to HCRP hospitals</td>
<td>KGMU and SEHT</td>
</tr>
<tr>
<td>Human Resources</td>
<td>Eye bank manager Medical director Eye bank technicians Eye donation counselors Driver Maintenance/administrative staff</td>
<td>SLI</td>
</tr>
</tbody>
</table>

(ii) OPERATE:

<table>
<thead>
<tr>
<th>Item</th>
<th>Responsibility</th>
</tr>
</thead>
<tbody>
<tr>
<td>HCRP through eye donation centers (&quot;EDCs&quot;) at donor hospitals</td>
<td>SLI</td>
</tr>
<tr>
<td>Recovery of tissues</td>
<td>SLI</td>
</tr>
<tr>
<td>Preservation and evaluation of tissues</td>
<td>SLI</td>
</tr>
<tr>
<td>Serology tests or kits for serology tests</td>
<td>KGMU</td>
</tr>
<tr>
<td>Distribution of tissues</td>
<td>SLI</td>
</tr>
<tr>
<td>Surgeon relationship management</td>
<td>SLI</td>
</tr>
<tr>
<td>Reporting and IT management</td>
<td>SLI</td>
</tr>
<tr>
<td>Performance management</td>
<td>SLI</td>
</tr>
<tr>
<td>Quality assurance</td>
<td>SLI</td>
</tr>
<tr>
<td>Regulatory compliance</td>
<td>SLI</td>
</tr>
<tr>
<td>Supply of consumables including optical media</td>
<td>SLI</td>
</tr>
<tr>
<td>Instrument replenishment</td>
<td>SLI</td>
</tr>
<tr>
<td>Utilities- water, electricity, internet, telephone, biomedical waste disposal</td>
<td>KGMU</td>
</tr>
<tr>
<td>Training and capacity building</td>
<td>SLI</td>
</tr>
<tr>
<td>Item</td>
<td>Responsibility</td>
</tr>
<tr>
<td>----------------------------------------------------------------------</td>
<td>------------------</td>
</tr>
<tr>
<td>Financial management</td>
<td>SLI</td>
</tr>
<tr>
<td>Marketing, branding, public relations (PR) and communication strategy</td>
<td>KGMU, SEHT and SLI</td>
</tr>
</tbody>
</table>

(iii) **TRANSFER:**

<table>
<thead>
<tr>
<th>Item</th>
<th>Responsibility</th>
</tr>
</thead>
<tbody>
<tr>
<td>HCRP through EDCs at donor hospitals</td>
<td>SLI and KGMU</td>
</tr>
<tr>
<td>Recovery of tissues</td>
<td>SLI</td>
</tr>
<tr>
<td>Preservation and evaluation of tissues</td>
<td>SLI</td>
</tr>
<tr>
<td>Serology tests</td>
<td>KGMU</td>
</tr>
<tr>
<td>Distribution of Tissues</td>
<td>SLI and KGMU</td>
</tr>
<tr>
<td>Surgeon relationship management</td>
<td>SLI and KGMU</td>
</tr>
<tr>
<td>Reporting and IT management</td>
<td>SLI</td>
</tr>
<tr>
<td>Performance management</td>
<td>SLI</td>
</tr>
<tr>
<td>Quality assurance</td>
<td>SLI and KGMU</td>
</tr>
<tr>
<td>Regulatory compliance</td>
<td>SLI, KGMU, SEHT</td>
</tr>
<tr>
<td>Supply of consumables including optical media</td>
<td>SLI, KGMU, SEHT</td>
</tr>
<tr>
<td>Instrument replenishment</td>
<td>SEHT</td>
</tr>
<tr>
<td>Utilities- water, electricity, internet, telephone, biomedical waste disposal</td>
<td>KGMU</td>
</tr>
<tr>
<td>Training and capacity building</td>
<td>SLI</td>
</tr>
<tr>
<td>Human resources of the Eye Bank Facility</td>
<td>SLI</td>
</tr>
<tr>
<td>Financial management</td>
<td>SLI</td>
</tr>
</tbody>
</table>

10.8 It is hereby agreed between the Parties that SLI will provide periodic training sessions for ophthalmology surgeons of the State of Uttar Pradesh at recommended centers throughout India and at KGMU and/or Sitapur Eye Hospital. The training sessions shall be conducted by experts in the latest techniques in corneal surgery from India and outside. Further, SLI will provide professional development sessions for all key staff though conferences including SLI annual meeting, which Core Committee members, medical director and key staff shall have to attend mandatorily.

11. **Marketing, Branding and Communication**

11.1 SLI Logo Usage—KGMU agrees to recognize SLI as its primary eye bank partner. KGMU agrees to have no other organizations recognized on any logo, marketing materials or signage as the eye bank partner of KGMU.
11.2 The Parties hereby agree to abide by the terms of the SightLife global partner logo usage policy, as specified in Clause 11.4 below ("Policy") in relation to the use of the logo of the Eye Bank Facility ("Logo") in accordance with the terms of this MoU. SLI holds the right to request, at its discretion, to cancel, modify or change the terms of the Policy with 30 (Thirty) days' notice to the Eye Bank Facility. As the Logo user, the Eye Bank Facility is responsible for complying with any modified terms of the Policy within 30 (Thirty) days of notice.

11.3 Support of marketing & fundraising by SLI -KGMU agree that it shall provide SLI with donor and recipient information for marketing and fundraising purposes. KGMU hereby agrees that KGMU and/or the Eye Bank Facility, as the case maybe, shall assign the rights/ownership of photographs to SLI to help promote and market its efforts as may be requested by SLI from time to time. SEHT agrees to abide by local regulations regarding privacy including but not limited to the provisions of the Information Technology Act, 2000 ("IT Act") and the rules made thereunder. SEHT further agrees to ensure that standard consent is obtained prior to forwarding confidential information or photos to SLI in accordance with applicable laws including but not limited to the IT Act and the rules made thereunder.

11.4 It is hereby acknowledged that the Logo is the sole and exclusive property of SLI and SightLife. The use of the Logo by the Eye Bank Facility and/or SEHT and/or KGMU, as the case maybe, in relation to the Eye Bank Facility, implies acceptance of, and agreement with, the terms of the Policy by the Parties. If SEHT and/or KGMU, as the case maybe, do not accept and agree to follow the rules for using the Logo as set out in this policy, it will not have the right to use the Logo. In the event, SLI in its sole discretion determines that the Eye Bank Facility and/or SEHT and/or KGMU are not in compliance with the terms of the Policy, SLI reserves the right to revoke the license granted to the Eye Bank Facility and/or SEHT and KGMU to use the Logo at any time upon serving [10] days prior written notice on the other Parties.

The permission to use the Logo is granted to subject to compliance with all the following conditions:

1. Do not modify or alter the Logo;
2. Do not change the scale, skew or rotate the Logo;
3. Do not change the design of any Logo;
4. Do not change or vary the colors of the Logo, except that the Logos maybe all black or can be reversed out in white;
5. Do not shrink any Logo to less than 1" in height;
6. Logo should be used in conjunction with the partner eye bank’s logo and should not be more than 70% of the font of the partner’s logo;
7. No Logo may be used or displayed in any of the following ways:
   -in any manner that, in the sole discretion of SLI or SightLife, discredits SLI or SightLife or, tarnishes its reputation and goodwill;
   -in any manner that infringes, dilutes, depreciates the value, or impairs the rights of SLI:
-in any manner that is false or misleading;
-in connection with any pornography, illegal activities, or other materials that are
defamatory, libelous, obscene, or otherwise objectionable;
-in any manner that violates the trademark, copyright or any other intellectual property
rights of others;
-in any manner that violates any law, regulations, or other public policy; or
-as part of a name of a product or service.

12. Payment Collection and Invoicing

12.1 It is hereby agreed between the Parties that a nominal processing fee towards defraying the cost of
recovering, preserving, processing and transporting the tissues will be collected by the Eye Bank
Facility in accordance with Rule 9 of the Transplantation of Human Organs and Tissues Rules, 2014
from surgeons or hospitals taking the tissues from the Eye Bank Facility.

12.2 It is hereby agreed between the Parties that the fee payable by the hospitals owned by SEHT, KGMU
and other Government hospitals in the State of Uttar Pradesh will be INR 2500 (Rupees Two
Thousand Five Hundred) per tissue for the first 2 (Two) years of operations of the Eye Bank Facility.
Upon completion of 2 (Two) years of operation of the Eye Bank Facility, the processing fee payable
shall be increased by INR 500 (Rupees Five Hundred) or any amount based on the actual cost of
operation of the Eye Bank Facility, whichever is higher. The Parties hereby agree that in the event
the tissue is provided to other surgeons and hospitals in the State of Uttar Pradesh and/or within India,
the fee payable by such surgeons and/or hospitals in accordance with the distribution protocol
specified in Clause 5.3 (i) above shall also be fixed by core committee and updated by SLI and SEHT
from time to time.

12.3 It is hereby agreed between the Parties that the invoices in relation to the distribution of the tissue
shall be raised in the name of the Eye Bank Facility on behalf of the Eye Bank Facility.

12.4 It is also agreed that any grant provided by DBCS/NPCB/ MOHFW, State Department of health in
regards to eye banking efforts will be collected by eye bank facility and be used first to meet any
operating/capital expense

13. Indemnity

13.1 Each Party hereby indemnifies and agrees to keep indemnified, defend and hold harmless, the other
Party, its directors, officers, employees, representatives and agents against all actions, suits and
proceedings and all liabilities, demands and/or claims whatsoever, and also against any costs, charges,
expenses, any loss, damage or expenses suffered or incurred or that may be suffered or incurred by
the other Party as a result of or in relation to, any default, breach, contravention, non-observance,
non-performance or non-fulfillment by such Party of any of its representations, warranties,
undertakings and covenants set out in this MoU or any act of negligence or omission on the part of
such Party in relation to this MoU.
14. Taxes

14.1 The Parties hereby undertake and agree that each Party shall be solely liable for their respective taxes, charges or governmental levies of any nature that may be imposed in relation to its obligation under this MoU.

15. Representations and Warranties

15.1 Each of the Parties represents warrants and undertakes that:

(a) It is duly organized and validly existing under the laws of its incorporation and has full power and authority to enter into this MoU and to perform its obligations under this MoU;

(b) The execution and delivery of this MoU and the performance by it of its obligations under this MoU have been duly and validly authorised by all necessary actions on the part of it. This MoU constitutes a legal, valid and binding obligation enforceable against it in accordance with its terms;

(c) The execution, delivery and performance by the Party of this MoU and the acts and transactions contemplated hereby do not and will not, with or without giving of notice or lapse of time or both, violate, conflict with, require any consent under or result in a breach of or default under:

(i) applicable law and regulations, or

(ii) any order, judgment or decree applicable to it, or

(iii) any term, condition, covenant, undertaking, organizational documents, agreement or other instrument to which it is a party or by which it is bound.

(d) There are no legal, quasi-legal, administrative, arbitration, mediation, conciliation or other proceedings, claims, actions, governmental investigations, orders, judgments or decrees of any nature made, existing, or pending or, to its best knowledge, threatened or anticipated, which may prejudicially affect the due performance or enforceability of this MoU or any obligation, act, omission or transactions contemplated hereunder;

(e) It will comply with all applicable laws and regulatory requirements in connection with the performance of its obligations under this MoU, and will not do or permit anything to be done which might cause or otherwise result in a breach of this MoU.

16. Termination & Consequences of Termination

16.1 It is hereby agreed between the Parties that SLI shall have the additional right to terminate this MoU any anytime, without assigning any reason whatsoever by serving a prior written notice of 90 (Ninety) days to SEHT and KGMU. In addition, SLI shall have the right to terminate this MoU in the event the agreed goals for Cornea transplants as detailed in Clause 8.1 above are not met, by serving 90 (Ninety) days prior written notice on SEHT and KGMU.
16.2 This MoU can be terminated by either Party by giving to the other Party 180 (One Hundred Eighty) days' written notice, in case of any breach of any provision of this MoU by the other Party and such breach has not been remedied (to the reasonable satisfaction of the non-defaulting Party) within 120 (One Hundred Twenty) days.

16.3 This MoU can be terminated, at any time, by mutual agreement of SLI, SEHT and KGMU.

16.4 Notwithstanding any other provisions of this Agreement, in the event SLI is unable to raise funds in relation to the construction of the Eye Bank Facility within a period of 90 (Ninety) days from the Commencement Date, SLI, in its sole discretion, shall have the right to forthwith terminate this MoU without any liability whatsoever.

16.5 Consequences of termination

(i) Upon prior termination of this MoU, within 120 (One Hundred Twenty) days of termination, SLI shall transfer the Eye Bank Facility to KGMU on an 'as is where is' basis in an operational condition, in accordance with the provisions of Clause 10.4 above, at a consideration decided as per the following table:

<table>
<thead>
<tr>
<th>Time Interval between Commencement Date and Termination Date</th>
<th>1 year</th>
<th>2 years</th>
<th>3 years</th>
<th>4 years</th>
<th>5 years</th>
<th>6 and more years</th>
</tr>
</thead>
<tbody>
<tr>
<td>Amount to be reimbursed to SLI</td>
<td>100% of all capital expenses</td>
<td>80% of all capital expenses</td>
<td>60% of all capital expenses</td>
<td>40% of all capital expenses</td>
<td>20% of all capital expenses</td>
<td>None</td>
</tr>
</tbody>
</table>

(ii) SEHT shall take all necessary steps to ensure that name of the Eye Bank Facility (including any reference to “SightLife”) remains unchanged for a period of 15 (Fifteen) years at least from date of termination or expiry of this MoU.

(iii) The Core Committee shall stand dissolved and the Parties shall complete a full and final settlement of accounts on or before the date of termination or expiry of this MoU.

(iv) Any Board/Committee/Trust/Governance Body created to operate the Eye Bank Facility going forward post termination of this MoU will provide at least one representative and voting position to the nominee of SLI.

(v) The SLI nominee who is an authorised signatory of the Eye Bank Account of the Eye Bank Facility shall be removed as an authorised signatory to such Eye Bank Account post completion of the full & final audited settlement of account process specified in sub-clause (iii) above.
17. Confidentiality

17.1 The Parties agree to review and gain approval from the other Party (including SLI) before publicly releasing any information or branding featuring any information pertaining to the other Party. The Parties agree that all program information relating to this MoU is confidential and not available for distribution.

17.2 All confidential information exchanged between the Parties under this MoU is for setting up of the Eye Bank Facility and accordingly, each Party undertakes to take all steps to ensure that all confidential information provided by each Party to the other, under this MoU, shall be protected, kept confidential and not be disclosed to any third party, under any situation whatsoever.

17.3 Each Party agrees that during the Term and at all times thereafter, it shall not disclose such confidential information to any third party except when mandated under applicable law or order of a competent court or such information becomes generally known to the public through no fault of or breach of this MoU by such Party.

17.4 Each Party agrees that it would be difficult to measure the damages that might result from any actual or threatened breach of this Clause and that such actual or threatened breach by it may result in immediate, irreparable and continuing injury to the other Party and that a remedy at law for any such actual or threatened breach may be inadequate. Accordingly, each Party agrees that the other Party, in its sole discretion and in addition to any other remedies it may have at law or in equity, shall be entitled to seek temporary, preliminary and permanent injunctive relief or other equitable relief, issued by a court of competent jurisdiction, in case of any such actual or threatened breach (without the necessity of actual injury being proved).

17.5 The obligations of each Party under this Clause will be applicable during the Term of this MoU and at all times thereafter, and will survive notwithstanding the termination or expiry of this MoU. Each Party also undertakes that it shall not use the confidential information of the other Party for its own purposes.

18. Intellectual Property Rights

Each Party is the legal and beneficial owner of and has exclusive right, title and interest over its own intellectual property and all other proprietary information in relation to its business and this MoU. Nothing in this MoU shall be deemed in any way to constitute a transfer, license or assignment of any intellectual property by either Party to the other Party.

19. Dispute Resolution

19.1 In the event any dispute arises between the Parties out of or in connection with this MoU, including the validity thereof, the Parties hereto shall endeavor to settle such dispute amicably in the first instance. The attempt to bring about an amicable settlement shall be treated as having failed as soon as one of the Parties hereto, after reasonable attempts, which shall continue for not less than 20 (Twenty) calendar days, gives a notice to this effect, to the other party in writing.
19.2 In case of such failure, the dispute shall be referred to a sole arbitrator, who shall be mutually appointed by the Parties. In the event the Parties are unable to mutually agree on the identity of the sole arbitrator, then each of the disputing parties shall appoint one arbitrator each, and the two arbitrators so appointed shall mutually appoint the third presiding arbitrator. The arbitration proceedings shall be governed by the (Indian) Arbitration and Conciliation Act, 1996 and shall be held in [Lucknow or Delhi] and the language of arbitration shall be English.

19.3 This MoU shall be governed and interpreted in accordance with Indian laws and, subject to the provisions of Clauses 19.1 and 19.2 above, the Parties submit to the jurisdiction of the courts at Lucknow or Delhi.

19.4 It is hereby clarified that no third party shall get any benefit or shall be obliged under the MOU, including the holding company of SLI i.e. SightLife USA and accordingly SEHT shall not have any right to initiate any proceedings against SightLife USA for any act, omission or default on part of SLI under this MOU.

20. Notices

20.1 Any notices, requests, demands or other communication required or permitted to be given under this MoU shall be written in English and shall be delivered in person, or sent by courier or by certified or registered mail, courier, postage prepaid or electronic mail and properly addressed as follows or to such other address as may be notified by a Party in writing:

**If to SEHT:**

Kind Attn: Dr. Madhu Bhadauria  
Address: RIO, Sitapur Eye Hospital, Civil Lines, Sitapur-261001, Uttar Pradesh  
Email: madhu.bhadauria@gmail.com

**If to SLI:**

Kind Attn: Country Director, SightLife India  
Address: C-11 Qutab Institutional Area, New Delhi-110016  
Email: manoj.gulati@sightlife.org

**If to KGMU:**

Kind Attn: Dr. Arun K Sharma  
Address: Department of Ophthalmology, KGMU, Chowk, Lucknow-226003, Uttar Pradesh  
Email: drarunksharma@gmail.com

20.2 Any notice, request, demand or other communication delivered to the Party to whom it is addressed as provided in this Clause shall be deemed (unless there is evidence that it has been received earlier) to have been given and received, if:
(a) sent by mail, 7 (Seven) days after posting it;
(b) sent by electronic mail, on the day when delivered by electronic mail to the proper
electronic mail address;
(c) sent by air courier, 5 (Five) days after posting it.

21. MISCELLANEOUS

21.1 Assignments: SEHT and KGMU shall not have the right to assign or transfer any of its rights or
obligations under this MoU without the prior written consent of SLI. However, SEHT and KGMU
hereby agrees that SLI shall have the right to assign or transfer, in part or in full, any of its rights or
obligations as stipulated under this MoU, to any affiliate, group company, parent company,
subsidiaries and/or related entities.

21.2 Costs and Expenses: Except as otherwise stated in this MoU, each Party shall be responsible for its
own costs and expenses in relation to the negotiation, preparation, execution, performance and
implementation of this MoU. The stamp duty or any other statutory charges or statutory costs, if any,
incurred in relation to this MoU will be equally borne by the Parties.

21.3 Waiver: Unless otherwise expressly stated in this MoU, the failure to exercise or delay in exercising
a right or remedy under this MoU shall not constitute a waiver of the right or remedy or a waiver of
any other rights or remedies, and no single or partial exercise of any right or remedy under this MoU
shall prevent any further exercise of the right or remedy or the exercise of any other right or remedy.

21.4 Survivability: The termination of this MoU shall in no event terminate or prejudice (a) any right or
obligation arising out of or accruing hereunder attributable to events or circumstances occurring prior
to such termination; and (b) any provision that by its nature is intended to survive termination.

21.5 Severability: Any provision of this MoU that is found to be prohibited or unenforceable in any
jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or
unenforceability, without invalidating the remaining portions hereof or affecting the validity or
enforceability of such provision in any other jurisdiction.

21.6 Entire Agreement: This MoU constitutes the entire agreement and understanding between the Parties,
and supersedes any previous agreement, understanding or promise between the Parties, relating to
the subject matter of this MoU. All schedules, recitals and annexures to this MoU shall be an integral
part of this MoU and will be in full force and effect as though they were expressly set out in the body
of this MoU.

21.7 Amendment: This MoU is subject to change by mutual agreement of the Parties in writing, based on
the improved understanding of the Parties on how best to achieve the vision and objectives to restore
sight in the State of Uttar Pradesh. The Parties recognize that the objectives behind this MoU requires
a close working relationship, based on open and regular communication, accountability, and trust.
21.8 Counterparts: This MoU may be executed in 3 (Three) counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.

IN WITNESS WHEREOF THE PARTIES HERETO HAVE EXECUTED THIS MoU ON THE DATE HEREINABOVE FIRST MENTIONED.

Signature and Seal:

[Signature]

Dr. R. Kant
Vice Chancellor
King George Medical University, Lucknow

Date: 3 Nov 2015
Place: Lucknow

Manoj Gulati
Country Director, India
Global Programs
SightLife

Date: 03/11/2015
Place: Lucknow

Dr. M. Bhadauria
Director,
Sitapur Eye Hospital and
Regional Institute of
Ophthalmology
Sitapur, Uttar Pradesh