

SHOWA UNIVERSITY
JAPAN
SINCE 1928

MEMORANDUM OF UNDERSTANDING

Between D A PANDU MEMORIAL R V DENTAL COLLEGE & HOSPITAL
and SHOWA UNIVERSITY SCHOOL OF DENTISTRY

This "Memorandum of Understanding" (MOU) is entered into on the MARCH 29TH day of 2019 by and between the D A Pandu Memorial R V Dental College and Hospital (DAPMRVDC) and Showa University School of Dentistry (SUSD). DAPMRVDC and SUSD agree to explore the possibility of developing the highest quality programs to advance the needs of DAPMRVDC and SUSD. DAPMRVDC and SUSD are hereafter collectively referred to as the "Parties".

Introduction

Both institutions recognise the following commonalities:


1. The compatibility of the direction and interest of their research and teaching
2. The significant roles that each play as leaders in higher education, teaching and research within their respective countries.

Exploration of Collaboration

DAPMRVDC and SUSD aspire to sign a MOU as a way to develop a collaborative relationship based on the following:

- The exploration of the development of educational exchanges, including student and faculty exchange.
- The exploration of the development of educational programs, including leadership development, program development and training courses.
- The feasibility of collaborating on the design, development and implementation of workshops and conferences.
- The exchange of academic materials and other information as feasible.

Through the individuals listed below, the parties aim to encourage contact and cooperation among their faculty members and departmental units. Both Parties agree to actively seek sponsorship from various local, national and international funding sources in support of such collaborative educational activities.


Principal
D.A.P.M.R.V. Dental College
J.P. Nagar I Phase,
Bangalore - 560 078.

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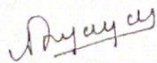
This MOU serves as an institutional framework for collaborative activities. Specific agreements would need to be drafted by the Parties in the case that the exploration of these areas leads to further developments. These agreements would need to be approved by the authorities at each institution. Nothing in the MOU shall be construed as creating any legal relationship between the Parties.

This MOU shall be bidding the laws of land of the Parties. Both Parties understand the financial arrangements under this MOU would have to be negotiated and would depend on specific activities and availability of funds. Any expense incurred by either party would be subject to individual agreements on a case-by-case basis. The Parties also recognise that intellectual property terms would need to be included in subsequent agreements, as appropriate.

This MOU is non-exclusive and would become effective on the date of signing. The MOU could be renewed in writing every three years upon mutual consent of the Parties. The MOU may be reviewed in one and half years to assess the results.

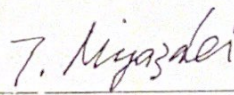
This MOU may be amended or further developed by means of written consent on the post of the signatories or their designated representatives. The MOU may be terminated with at least ninety days advance written notice. Notices must be sent to the individuals and addresses indicated below:

For DAPMRVDC

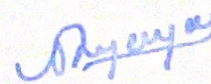


Dr. Asha R Iyengar
Principal
DA Pandu Memorial R V Dental College
& Hospital
J P Nagar 1st Phase, Bengaluru 560078,
INDIA

For SUSU



Dr. Takashi Miyazaki
Dean
Showa University
School of Dentistry
1-5-8 Hatanodai Shinagawa-ku, Tokyo
142-8555 Japan



Principal
D.A.P.M.R.V. Dental College
J.P. Nagar 1 Phase,
Bengaluru - 560 078.

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding ("MoU") is made and executed on this 1st day of May 2019, at Bangalore

Between

RASHTREEYA SIKSHANA SAMITHI TRUST, a public charitable trust set up under the laws of India and having its principal office at RV Teachers College Building, 2nd Block, Jayanagar, Bangalore-560011 (hereinafter referred to as '**RSST**', which expression shall, unless repugnant to the context thereof, mean and include its successors, administrators and permitted assigns) represented herein by its Honorary Secretary, Mr. A.V.S. Murthy of the ONE PART;

AND

ASTER DM HEALTHCARE LIMITED, a company incorporated under the Companies Act, 1956, having its registered office at Kuttisahib Road, South Chittoor P.O, Cheranallur, Kochi - 682027 (hereinafter referred to as "**Aster**", which expression shall, unless repugnant to the context thereof, mean and include its successors-in-interest and permitted assigns) represented herein by its authorised signatory Mr. Sreenath Reddy of the **OTHER PART**


Whereas:

- A. RSST and Aster entered into a hospital operation and management agreement ("O&M Agreement") on the 25.2.2017 whereunder Aster agreed to operate and manage the hospital to be constructed by RSST on the Land.
- B. RSST runs a dental college in the name and style of "DAPM RV Dental College" on the Land.
- C. In terms of the O&M Agreement, Aster had undertaken to provide training at the Hospital Premises for academic purposes exclusively to the students of DAPM RV Dental college or any existing college /educational institution established by RSST in the future. Further, in terms of the O&M Agreement, RSST and Aster had agreed that any additional facilities/ requirements that have to be provided in the Hospital as per the regulations framed by the Dental Council of India ("**DCI**") will be provided in the Hospital in accordance with the regulations framed by the Dental Council of India and on the terms mutually agreed between the Parties.
- D. The Parties are entering into this MoU to set out the terms and conditions upon which Aster would provide training to the students of DAPM RV Dental College and to record the mutual understanding between the Parties in respect of the additional facilities/requirements that are required to be provided in the Hospital in accordance with the current regulations of the DCI.

NOW THIS MOU WITNESSETH AS FOLLOWS:

1. OBLIGATIONS OF ASTER




Principal
D.A.P.M.R.V. Dental College
J.P. Nagar I Phase,
Bangalore - 560 073.

- 1.1 Aster agrees to provide training to the students of DAPM RV Dental College at the Hospital in accordance with the regulations of DCI. The syllabus, the number of hours, timings of each training module and other particulars of the training to be imparted by Aster at the Hospital is morefully detailed in Annexure A hereto.
- 1.2 Aster shall identify minimum of 100 (one hundred) beds at the Hospital and shall ensure that it meets the DCI norms at all times.
- 1.3 Aster shall actively cooperate with the DCI by providing information or access to the Hospital in the event of any inspections undertaken by the DCI.
- 1.4 Aster may provide the medical facilities and treatment as indicated in Annexure B hereto for patients of DAPM RV Dental College. Aster will be entitled to charge such patients for the treatment availed by them and the facilities provided to them at the Hospital.


2. OBLIGATIONS OF RSST

- 2.1 RSST shall immediately notify any rules and regulations framed by the DCI applicable to the Hospital or any changes thereof.
- 2.2 RSST shall ensure that its students maintain decorum and adhere at all times with the rules framed by the Hospital administration from time to time in relation to etiquette, cleanliness, patient privacy, etc..
- 2.3 RSST shall make available details of its students who undergo training at the Hospital and also data relating to the patients of DAPM RV Dental College who also avail of treatment at the Hospital.
- 2.4 RSST shall ensure that that the students carry their ID Cards at all times on the Hospital premises.
- 2.5 In case of any damage caused to the medical equipment and infrastructure at the Hospital by the students or patients of DAPM RV Dental College, RSST shall compensate Aster for the same.

3. MUTUAL COVENANTS

- 3.1 Aster is entitled to invoice patients for the treatment and other medical services availed by them from the Hospital. Similarly, RSST shall be entitled to invoice and collect treatment and other charges from the patients of DAPM RV Dental College. Each Party agrees not to invoice or collect charges for the treatment and other medical services availed by patients from the other Party.
- 3.2 Each Party will nominate one of its personnel in order to coordinate with the other Party in respect of matters covered under this MoU.

4. TERM


Principal
D.A.P.M.R.V. Dental C...
V.P. Nagar I Phase,
Bangalore - 560 078.



ANNEXURE -B

1. Aster can provide medical facilities & treatment for patients of DAPM R V Dental College and Hospital
2. These patients may avail Medical facilities involving investigations such as imaging procedures which include conventional as well as advanced Imaging, Laboratory and Hematological investigations.
3. To provide facilities for hospitalization and emergency services for patients treated by maxillofacial surgery department of DAPM R.V.Dental College and Hospital. These may include cases of maxillofacial trauma and also the major surgical cases of Oral and Maxillofacial related areas requiring surgical and medical care and hospitalization.
4. For all the Medical care provided by Aster, Aster can charge the patients as per their norms and collect the charges directly from the patients.



A handwritten signature in black ink, appearing to be "Aster".

A handwritten signature in blue ink, appearing to be "Aster".

Principal
D.A.P.M.R.V. Dental College
J.P. Nagar I Phase,
Bangalore - 560 078.

ANNEXURE A

Regulations: DCI BDS Regulations 2007.

1. 3rd year BDS students:

- Total No of students per annum: 60
- No of Batches: 2
- Clinical training: approximate 2 no's/week of 2 hours each for each batch
- Minimum annual Clinical Hours for following subject of study:

Subjects	Clinical Hours
General Medicine	90
General Surgery	90

- **Training Syllabus:** Syllabus is as prescribed by DCI.
- **Training Module:**

The students must be able to take history, do general physical examination (including build, nourishment, pulse, BP, respiration, clubbing, cyanosis, jaundice, lymphadenopathy, oral cavity) and be able to examine CVS, RS and abdomen and facial nerve.

- **During University Examination:**

Aster has to allow Students during the University Practical / Clinical examination for chair side patient evaluation by students as a part of the Practical / Clinical examination in General Medicine & General Surgery .

2. MDS students in Oral & Maxillofacial surgery :

- No of students per annum: 6
 - Areas of Training: 10 minor and 2 major surgeries/ week.
 - Training Module of Oral & Maxillofacial Surgery students:
Training in accordance with Dental Council of India Regulations 2007 with the objective to achieve skills to treat both surgically & medically or by other means of the oral & maxillofacial and related areas in Oral & Maxillofacial Surgery
- a. To provide facilities for training of these MDS students in Surgical skills and operative procedures for maxillofacial surgery patients in the areas of :
- Reconstructive oral and maxillofacial surgery
 - Maxillofacial trauma
 - Assessment of trauma multiple injuries
 - Orthognathic surgery
 - Cleft lip and palate surgery
 - Aesthetic facial surgery
 - Craniofacial surgery
 - Head and neck oncology
 - Micro vascular surgery.
- b. Assistance of faculty of Oral and Maxillofacial department of DAPMRVDC will be provided



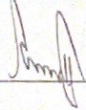
[Signature]
Principal
D.A.P.M.R.V. Dental College
J.P. Nagar I Phase,
Bangalore - 560 078. 4

The term of this MOU shall come into force on the date of execution hereof. This MOU will be co-terminus with O&M Agreement and shall terminate upon the termination of the O&M Agreement.

5. Capitalized terms used in this Agreement shall have the meaning ascribed to them under the O&M Agreement.
6. Any Disputes under this MoU will first be referred to the Hospital Advisory Committee. If any Dispute cannot be resolved by the Hospital Advisory Committee, the procedure detailed in Clause 17.5 of the O&M Agreement shall apply.

IN WITNESS WHEREOF, the parties hereinto have caused this MOU to be executed in duplicate as of the date written above by their duly authorized representatives.

By Rashtreeya Sikshana Samithi Trust by its authorized representative



Name: A.V.S. Murthy
Honorary Secretary, RSST

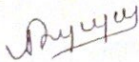
By Aster DM Healthcare Limited by its authorized representative



Name: Sreenath Reddy
CFO, Aster Group

Confirming Witnesses:

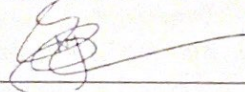
By DAPM RV Dental College by its authorized Representative




Name : Dr. Asha Iyengar
Principal, DAPM RV Dental College

Principal
D.A.P.M.R.V. Dental College
J.P. Nagar I Phase,
Bangalore - 560 078.

By Aster RV Hospital by its Authorised Representative



Name : Dr. Prashanth
COO, Aster RV Hospital
Dr. Prashanth. N.
CHIEF OPERATING OFFICER
ASTER RV SUPER SPECIALITY HOSPITAL
CA-37, 24th Main, 1st Phase
J.P. Nagar, Bangalore - 560 078


Principal
D.A.P.M.R.V. Dental College
J.P. Nagar I Phase,
Bangalore - 560 078.