

CONSORTIUM AGREEMENT(CVIgrid)

This Consortium Agreement is made this _____ day of _____ 2019(“Effective Date”) between

- (1) **TAN TOCK SENG HOSPITAL PTE LTD** (UEN: 199003683N), a company incorporated under the laws of Singapore and having its principal place of business at 11 Jalan Tan Tock Seng, Singapore 308433 (hereinafter referred to as “**TTSH**” or the “**Coordinator**”); and
- (2) **ADITYA JYOT EYE HOSPITAL PVT LTD**(Company registration no.:U85110MH1991PTC062321), a company incorporated in India and having its office at Plot No. 153, Road No. 9, Major Parmeshwaran Road, Wadala West, Mumbai 400031 (hereinafter referred to as “**AAA**”); and
- (3) **EYE HOSPITAL, UNIVERSITY MEDICAL CENTRE LJUBLJANA**(Company registration no.: SI52111776), a company incorporated in SLOVENIA and having its office at Grabioviceva 46, 1000, Ljubljana, Slovenia(hereinafter referred to as “**BBB**”); and
- (4) **ARAVIND EYE HOSPITAL RUN BY GOVEL TRUST**(Company registration no.: [insert number]), a company incorporated in India and having its office at No.1, Anna Nagar, Madurai, 625020, Tamil Nadu, India(hereinafter referred to as “**CCC**”); and
- (5) **DR SHROFF’S CHARITY EYE HOSPITAL**(Company registration no.: DGHS-NH/97), a company incorporated in India and having its office at 5027, kedar Nath Road, Daryaganj, Delhi-2 (hereinafter referred to as “**DDD**”); and
- (6) **Consultorios Oftalmológicos Benisek Ascarza**, a company incorporated in **Argentina** and having its office at Pasaje Barrientos 1566, PB “A”, CABA (hereinafter referred to as “**EEE**”); and
- (7) **NARAYANA NETHRALAYA** (UEN: ABHPS4497H), a company incorporated in INDIA and having its office at 121/C, Chord Road, 1st R Block, Rajaji Nagar, Bangalore - 560010 (hereinafter referred to as “**FFF**”); and
- (8) **Birat Anka Aspatal (Birat Eye Hospital)**(Co. Reg No.73905/067/068) located at, Biratnagar, Nepal and having its office at Biratnagar, Nepal (hereinafter referred to as “**GGG**”)

Which shall hereinafter be collectively referred to as the “**Parties**” and individually as a “**Party**”.

WHEREAS

- (A) TTSH, via Dr Rupesh Agrawal of the Department of Ophthalmology (“Head Principal Investigator”), is coordinating the Choroidal Vascularity Index Grid (CVIgrid) (the “**CVIgrid**” or the “**Consortium**”); and

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- (B) The Parties have considerable experience and expertise in the field of Chorioretinal diseases and wish to support and be part of the CVIgrid.

NOW, THEREFORE, IT IS HEREBY AGREED AS FOLLOWS:

1. OBJECTIVES

- 1.1 The Parties agree that CVIgrid shall have the following objectives:
- a. To establish a repository of data and images pertaining to ocular diseases (“**CVIgrid Study Database**”); and
 - b. Validate choroidal vascularity index (CVI) as an imaging outcome measure through cross sectional and/or longitudinal studies.

2. ENTRY INTO FORCE, DURATION AND TERMINATION

- 2.1 An entity becomes a Party to this Consortium Agreement upon signature of this Consortium Agreement by a duly authorised representative.
- 2.2 This Consortium Agreement shall have effect from the Effective Date identified at the beginning of this Consortium Agreement and shall remain in force for a period of five **(5) years** thereafter, unless otherwise extended by mutual written agreement of the Parties. A Party may terminate this Consortium Agreement by giving three (3) months prior written notification of its desire to terminate to the other Parties.
- 2.3 A new entity becomes a Party to the Consortium Agreement upon signature of the Accession Document (**Schedule 1**) by the new Party and the Coordinator. Such accession shall have effect from the date identified in the Accession Document.
- 2.4 The Termination shall not affect any rights or obligations of a Party leaving the Consortium incurred prior to the date of termination.
- 2.5 All obligations of the Parties intended to survive the termination or expiration of this Consortium Agreement, including without limitation, the provisions of Section 5 (Intellectual Property), 6 (Confidentiality), 8 (Representation to the Public), 13 (Dispute Resolution) and 14 (Governing Law) shall survive the termination or expiration of this Consortium Agreement for any reason.

3. ARRANGEMENT, CONTRIBUTIONS BY AND RESPONSIBILITIES OF THE PARTIES

- 3.1 Each Party undertake to conduct CVIgrid in accordance to the CVIgrid study handbook (which may be amended thereafter) and all relevant ethics and regulatory guidelines.

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- 3.2 Each Party represents and warrants that it will obtain ethics approval and provide proof of the same to Principal Investigator prior to collection of de-identified clinical data and images (where applicable) (collectively, “**Eye Data**”) for entry into the CVIgrid Study Database. Each Party shall be responsible for the de-identification and shall take reasonable measures to ensure the accuracy of Eye Data it enters into the CVIgrid Study Database.
- 3.3 Save for Coordinator and authorized data administrator who will have access to the Eye Data in the CVIgrid Study Database beyond the study period for research purposes, and have the rights to use and share the data with third-party statisticians for complex data analysis, each Party acknowledges and agrees that it will only be granted access to its own Eye Data in the CVIgrid Study Database.,.
- 3.4 The use of the Eye Data in the CVIgrid Study Database shall be as per as detailed and in accordance with the CVIgrid study handbook.
- 3.5 Each Party acknowledges and agrees that it will not receive any financial compensation for data collection and data entry into the CVIgrid Study Database.
- 3.6 No Party shall have the power to bind the other Parties without the other Parties’ consent in writing.
- 3.7 The Parties shall comply at all times with the relevant laws, policies and regulations, including the Personal Data Protection Act (2012).

4. PUBLICATION AND KEY MEMBER

- 4.1 The use of Eye data in the CVIgrid Study database for publications and presentations shall be as per the Authorship Policy and Meeting Presentation Policy as detailed in the CVIgrid study handbook.
- 4.2 The Head Principal Investigator is the chief administrator and will be in charge of approving pending project proposals, collaboration offer, manuscript submission, conference abstract submission and new membership application, as per detailed in the handbook.
- 4.3 The Parties agree to abide by all decisions of the Head Principal Investigator.

5. INTELLECTUAL PROPERTY

- 5.1 All rights, title and interests to Background IP and Know-how, which shall include the respective Party’s Eye Data, shall remain with the Party who has the rights to the same and shall remain unfettered by this Consortium Agreement.

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5.2 The terms with respect to the title to and exploitation of any Foreground IP and Know-how shall be agreed by the Parties in a definitive project-specific agreement.

5.3 For the purposes of this Agreement:

(a) “**Background IP**” means any Intellectual Property (not being Foreground IP), which is owned by any Party either (i) prior to the date of this Consortium Agreement; or (ii) outside of the work performed pursuant to this Consortium Agreement, or which the Party has the right to license to the other Parties for the purposes in this Agreement, and which is introduced to or disclosed or otherwise supplied by that Party for this Consortium Agreement;

(b) “**Foreground IP**” means any Intellectual Property that is first generated, conceived, produced, developed reduced to practice through this Consortium Agreement and/or arising from projects under the CVIgrid; and

(c) “**Intellectual Property**” or “**IP**” means patents, copyrights, trademarks, service marks (whether registered or not), domain names, meta tags, design rights, moral rights, rights relating to computer software, registered designs, database rights and rights in databases and any similar property rights, other industrial or intellectual property rights, including those subsisting in any part of the world in inventions, unregistered designs, drawings, lay-out circuit designs, computer programs, utility models, petty patents, trade secrets, test or development results, Confidential Information, Know-How, business names, goodwill and the style or presentation of goods or services and in applications for protection of any of the above rights subsisting anywhere in the world.

(d) “**Know-how**” means any method, technique, process, discovery, invention, innovation, unpatentable process, specification, recipe, formula, material, molecule, gene, protein, regulatory element, design, plan, documentation, drawing, data or other technical information which is secret, substantial and identified or at least identifiable that is to say, described or is able to be described in a sufficiently comprehensive manner.

6. CONFIDENTIALITY

6.1 The Parties agree to use any Confidential Information (as defined below) disclosed under this Consortium Agreement solely for the purposes of this Agreement and/or the Consortium. Confidential Information means any device, data, graphics, software programs, specifications, samples, written information, documents or information in any other tangible form that is disclosed by the disclosing Party to the receiving Party for the purposes of this Agreement, which is marked at the time of disclosure as being "Confidential" or "Proprietary" or words of similar import. Information disclosed orally or visually and identified at the time as "Confidential" shall be considered "Confidential Information" if it is designated "Confidential," concurrent with the oral or visual disclosure.

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- 6.2 Each Party agrees to make such Confidential Information available only to those Affiliates, employees, professional and legal advisors who require access to it for the purposes of this Agreement. The term "Affiliate" means: (i) an organization, which directly or indirectly controls a Party; or (ii) an organization, which is directly or indirectly controlled by a Party; or (iii) an organization, which is controlled, directly or indirectly, by the ultimate parent of a Party; or (iv) an organization which is within the common control of a Party.
- 6.3 No Party shall disclose any Confidential Information of the other Parties or Confidential Information relating to this Agreement to any third party without the prior written consent of the other Parties.
- 6.4 Each Party shall exert reasonable efforts, no less than the protection given its own confidential information, to maintain such Confidential Information in confidence.
- 6.5 Each Party agrees that the obligations of confidentiality contained herein shall not attach to:
- (a) information which is or was already known to the receiving Party at the time of disclosure to it as evidenced by written records; or
 - (b) information which, at the time of disclosure to the receiving Party or thereafter, is published or otherwise generally available to the public through no fault or omission of the receiving Party of its obligations hereunder; or
 - (c) information which can be established by tangible evidence was independently developed by the receiving Party without the use of or reference to the disclosing Party's Confidential Information; or
 - (d) information which is lawfully obtained by the receiving Party from a third party not under any confidentiality obligation to the disclosing Party; or
 - (e) information which is required to be disclosed by court rule or governmental law or regulation, provided that the receiving Party gives the disclosing Party prompt notice of any such requirement and cooperates with the disclosing Party in attempting to limit such disclosure.
- 6.6 Subject to applicable laws and regulations, the obligations of confidentiality set out in this Clause 6 shall carry on in force for a period of three (3) years from the termination or expiry of this Agreement.
- 6.7 Nothing in this Agreement constitutes or implies any representation, warranty or undertaking by the disclosing Party of the accuracy or completeness of the information or materials provided as part of its involvement hereunder.

7. LIABILITY

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- 7.1 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 willful act or by a breach of confidentiality. For any remaining contractual liability, a Party's aggregate liability towards the other Parties collectively shall be limited to **SGD 10,000**, provided such damage was not caused by a willful act or gross negligence
- 7.2 The terms of this Consortium Agreement shall not be construed to amend or limit any Party's statutory liability.
- 7.3 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 Consortium Agreement.

8. NO REPRESENTATION TO THE PUBLIC

- 8.1 No Party shall use the name or logo of the other Parties for any purpose whether in relation to any advertisement or other form of publicity without obtaining the prior written consent of the other Parties.

9. NO PARTNERSHIP OR AGENCY

- 9.1 No Party shall be entitled to act or to make legally binding declarations on behalf of any other Party or of the Consortium. Nothing in this Consortium Agreement shall be deemed to constitute a joint venture, agency, partnership, interest grouping or any other kind of formal business grouping or entity between the Parties.

10. CONTRACTS (RIGHTS OF THIRD PARTIES) ACT (CAP. 53B)

- 10.1 No person shall have any right pursuant to the Contracts (Right of Third Parties) Act (CAP.53B) to enforce any of the terms and conditions in this Agreement.

11. SEVERABILITY

- 11.1 Should any provision of this Consortium Agreement become invalid, illegal or unenforceable, it shall not affect the validity of the remaining provisions of this Consortium Agreement.

12. ENTIRE AGREEMENT

- 12.1 Unless otherwise expressly specified, this Agreement embodies the entire understanding between the Parties in respect of the CVIgrid and any prior or contemporaneous representations, either oral or written, are hereby superseded.

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12.2 No amendments or changes to this Agreement shall be effective unless made in writing and signed by duly authorised representatives of the Parties.

13. DISPUTE RESOLUTION

13.1 The Parties shall use their best endeavours to settle amicably any difference or dispute arising under or in connection with this Consortium Agreement by consultation and negotiation.

13.2 If such efforts taken under Clause 13.1 above fail, then the Parties may refer the matter to mediation in accordance with the rules and procedures of the Singapore Mediation Centre.

13.3 If, and to the extent that, any dispute has not been settled pursuant to Clauses 13.1 or 13.2 above, then the dispute shall be referred to and finally resolved by arbitration in Singapore in accordance with the Arbitration Rules of the Singapore International Arbitration Centre for the time being in force, which rules are deemed to be incorporated by reference to this Clause 13. The language of the arbitration shall be English. Any award made hereunder shall be final and binding upon the Parties hereto and judgment on such award may be entered into any court or tribunal having jurisdiction thereof.

14. GOVERNING LAW

14.1 This Consortium Agreement shall be governed by and construed in accordance with the laws of the Republic of Singapore.

15. COUNTERPARTS

15.1 This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

16. ELECTRONIC EXECUTION

15.1 This Agreement may be executed electronically by emailed portable document format (the PDF) document (or other mutually agreeable document format) and such electronic version shall be treated as an original.

(Signature page follows)

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IN WITNESS WHEREOF the Parties have caused this Consortium to be executed on the date first above written.

SIGNED by for and on behalf of
TAN TOCK SENG HOSPITAL PTE LTD

SIGNED by for and on behalf of
AAA

Name:
Designation:

Name: Prof Dr S Natarajan
Designation: Chairman & Managing Director

In the presence of:

In the presence of:

Name:
Designation:

Name: Dr Radhika Krishnan
Designation:

SIGNED by for and on behalf of
BBB

SIGNED by for and on behalf of
CCC



Name: Doc Manca Tekavcic Pompe
Designation: Senior Consultant

Name: Dr Kim Ramasamy
Designation: Chief Medical Officer

In the presence of:

In the presence of:



Name: Dr Alenka Lavric
Designation: Consultant Ophthalmologist

Name: Dr R D Ravindran
Designation: Chairman

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SIGNED by for and on behalf of
DDD



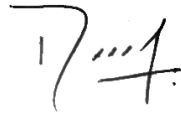
Name: Dr Manisha Agarwal
Designation: Senior Consultant

In the presence of:



Name: Dr. Rahul Mayor
Designation: Vitreoretinal Consultant

SIGNED by for and on behalf of
EEE



Name: Daniel Alberto Benisek
Designation: Chief Ophthalmologist

In the presence of:



Name: Andrés Manuel Rousselot Ascarza
Designation: Ophthalmologist

SIGNED by for and on behalf of
FFF



Name: Dr Sriharsha Nagaraj
Designation: Director, Clinical Research

In the presence of:



Name: Dr Chaitra Jayadev
Designation: Ophthalmologist

SIGNED by for and on behalf of
GGG

Name: Dr Bal Kumar Khatri
Designation: Chairman and Chief
Medical Director

In the presence of:

Name: Dr Anadi Khatri C
Designation: Head of retina Department

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Schedule 1

ACCESSION DOCUMENT

ACCESSION

of a new Party to

CVIgrid Consortium Agreement dated [insert date]

[OFFICIAL NAME OF THE NEW PARTY]

hereby consents to become a Party to the Consortium Agreement identified above and accepts all the rights and obligations of a Party starting [date].

TAN TOCK SENG HOSPITAL PTE LTD (UEN: 199003683N), a company incorporated under the laws of Singapore and having its principal place of business at 11 Jalan Tan Tock Seng, Singapore 308433 (hereinafter referred to as the “**Coordinator**”)

hereby certifies that the consortium has accepted in the meeting held on [date] the accession of [the name of the new Party] to the consortium starting [date].

This Accession Document has been done in 2 originals to be duly signed by the undersigned authorised representatives.

[INSERT NAME OF THE NEW PARTY]

TAN TOCK SENG HOSPITAL PTE LTD

Name:
Designation:
Date:

Name:
Designation:
Date:

Signature:

Signature: