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Certificate No. MC-2169

ACCREDITED

Dr. Ravi Gaur, M.D. Pathology
Chief Operating Officer (COO)

Dr. Raj, Sauri, M.D. Pathology
Chief Operating Officer (COO)

CHOCOLATES

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12 JUN 2018
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License No. 3101008

AGREEMENT FOR PROVISION OF LABORATORY SERVICES

This Agreement is made and entered into at Aurangabad on this 04 day of July 2018

BETWEEN

Oncquest Laboratories Ltd. a company incorporated under the Companies Act, 1956 having its registered office at 3-Factory Road, Adj. Safdarjung Hospital, New Delhi - 110029. E-mail ID represented by Dr. Ravi Gaur, COO. (hereinafter referred to as "Oncquest")





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Ravi
Dr. Ravi Gaur, M.D. Pathology
Chief Operating Officer (COO)

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AND

MGM Medical College and Hospital, N-6 CIDCO, Aurangabad 431001, a Trust constituted and registered under the Societies Registration Act, 1860, under registration no. MH/74/82/Nanded dated 20.12.1982 and Bombay Public Trusts Act, 1950, under registration No. F- 674 Nanded dated 30.04.1983, represented by Dr. P.M. Jadhav, Vice-Chairman, Mahatma Gandhi Mission, hereinafter referred to as "MGM"

Whereas

WHEREAS Oncquest is engaged in the activity of Medical Laboratory services they approached MGM and after discussions MGM has decided to avail the services of Oncquest and Oncquest in turn agreed to the same on the following terms and conditions.

NOW THIS AGREEMENT WITNESSETH:

Oncquest represents the MGM that it has the capability to provide such specialized services on the terms and conditions set out below.

1. COMMENCEMENT OF CONTRACT

1.1 This contract shall commence on and from 01.08.2018

1.2 It shall remain in force till 31.07.2019.

1.3 The parties may renew the contract by agreement upon the terms to be decided mutually.

Annexure I:

1.1 Oncquest will give round of courier services (Round Boy) to the MGM for outsourced sample pick up.

1.2 Oncquest will provide "log in id" password to MGM where the MGM can check all sample reports.

1.3 Oncquest will provide email reports (soft copy) Facility.

1.4 Oncquest may involve in knowledge sharing activity (CME/Workshop) with MGM if mutually agreed and planned with suitable time.

1.5 Oncquest will provide hard copy and soft copy report both as per requirement of MGM Hospital.

2. SCOPE OF CONTRACT

2.1 Oncquest shall provide the services that are enumerated in Annexure I to this Contract, which along with the other Annexure forms an integral part and parcel of this contract.





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- 2.2 Oncquest shall provide the services in timely manner and to the best of its ability, in strict compliance with the terms and conditions herein contained and in accordance with applicable law and technical standards including IS/ISO & NABL.

3. OBLIGATIONS OF MGM

- 3.1 MGM shall make payments to Oncquest of all amounts due to it under this contract, including the monthly bills of Oncquest, in accordance with the provisions of Annexure II
- 3.2 MGM shall provide complete request forms, samples, information and instruction etc. so as to enable Oncquest to effectively provide the Services under this contract.

4. OBLIGATIONS OF Oncquest

- 4.1 Oncquest shall fully and effectively provide the services as required of it under this contract to the best of its ability and in strict compliance with law and the relevant technical and professional standards.
- 4.2 It will be the sole responsibility of Oncquest to arrange and obtain any licenses or permissions as necessary from the Central or State Government of jurisdictional municipal authority or other authorities as may be necessary for the purpose of fulfilling its obligations under this Contract.

5. BILLING AND PAYMENT TERMS (Annexure II)

- 5.1 Oncquest shall submit to MGM its bill/s on fortnightly basis within 7 days from end of each fortnight.
- 5.2 All the payments will be effected within 15 days from the date of receipts of Oncquest's bill.
- 5.3 MGM will pay to Oncquest their fortnightly bills as per the rates as specified in Annexure-III. MGM will release the payment of monthly bill to Oncquest within 15 days from the date of receipt of their fortnight bill/s.
- 5.4 Cheque to be in favor of "Oncquest Laboratories Ltd."

6. INTELLECTUAL PROPERTY, CONFIDENTIALITY AND NON DISCLOSURE

- 6.1 Oncquest agrees that copyright only in the reports prepared by Oncquest in the course of providing the Services shall vest exclusively with MGM. This shall not however apply to any innovations or inventions made by Oncquest or its employees in the course of providing the Services, which innovation or invention is not directly relatable to the Service provided.



- 6.2 Both parties recognize, accept and agree that all tangible and intangible information obtained or disclosed to the other party or its staff or employees including all details, documents, patient information and particulars and trade secrets (all of which are hereinafter referred to as confidential and / or proprietary information) of such party which may be communicated to the other party, its staff/employees who may be privy under or pursuant to this contract and/or in the course of performance of such Party's obligations under this contract shall be treated as absolutely confidential and the other Party agrees and undertakes to ensure that it all its staff /employees shall keep the same as secret and confidential and shall not disclose the same at all in whole or in part to any person at any time or use or shall allow the confidential or proprietary information to be used for purpose other than as may be necessary for due performance of the party's obligations herein and only for the benefit of the other party.
- 6.3 Both parties unconditionally agree and undertake to ensure that they or their staff / employees shall not disclose or publish the existence of the terms and conditions of this contract or any information relating to it or other business which they may come across in the normal course of the performing their duties unless such disclosure or publication is strictly required by law or by any authority acting under the law.
- 6.4 The confidentially convent shall include all information save for information that is becomes common knowledge other than through the violation of this Contract by Oncquest or its employees, information that Oncquest can prove to have had prior to the coming into force of the Contract and information received from a third party to whom Oncquest or its employees are not bound by a duty of secrecy.

7. TERM AND TERMINATION

- 7.1 As agreed hereinabove, this contract shall be in force for a period of one year, unless it expires or is renewed or terminated earlier in accordance with the following provisions.
- 7.2 In case of violation of any of the terms and conditions of this Contract by either Party, the effected Party may terminate the Contract after giving written notice of such violation of the Party in breach and affording it fifteen day's time to rectify the violation.
- 7.3 The contract can also be terminated by either party after giving two month notice in writing to the other without assigning any reason whatsoever.

8. DISPUTE RESOLUTION AND JURISDICTION

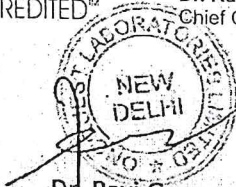
- 8.1 All and all disputed of differences or questions arising between the parties touching the subject matter or construction of in relation to this contract or the rights and obligations of the parties hereto shall be first attempted to be resolved through mutual discussions in good faith, within one week or such further time as the parties may agree in writing.
- 8.2 For any dispute, if not redressed by mutual discussion, the jurisdiction of only the court of Delhi for matters related to payment of dues of Oncquest by MGM. For other matters only the court at Delhi shall have exclusive jurisdiction right.





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Dr. Ravi Gaur, M.D. Pathology
Chief Operating Officer (COO)



Dr. Ravi Gaur

Coo

Oncquest Laboratories Ltd.

New Delhi

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B.D.M.

Witness 2

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Dr. Pravin Suryawanshi

CEO & Deputy Dean

MGM Medical College & Hospital

Dr. Pravin Suryawanshi
Aurangabad

Department of Surgery
MGM Medical College & Hospital
Aurangabad
Reg. No. 011610

Witness 1 Dr. C.P. Bhale

Professor & Head
Department of Pathology
MGM Medical College & Hospital
N-6, Cidco, Aurangabad. 17/18

Witness 2

Dr. Anil Vate

Associate Professor
Department of Pathology
MGM Medical College & Hospital
N-6, Cidco, Aurangabad.



Ravi
Dr. Ravi Gaur, M.D. Pathology
Chief Operating Officer (COO)



Annexure III:

Discounts Offered to MGM Medical Collage And Hospital:

Test Code	Test Name	Onc MRP	Requested Spl Price (Net)	% Discount
SP10043	IHC - Breat Cancer Prognosis Panel (1B)	3000	1700	43
SIH10004	IHC - Ki - 67	1650	900	45
SP10100	Final Diagnosis Panel BY IHC	6500	4000	38

Others Discount:

25% discount on our specialized menu and 35% discount on our routine price list (Except Our Maximum discount list on some tests).



Oncquest Laboratories Ltd.