



MEMORANDUM OF AGREEMENT

FOR THE TEACHING AND TRAINING OF UNDERGRADUATE STUDENTS OF
BACHELOR OF HOMEOPATHIC MEDICAL SCIENCES (BHMS) (Hons) PROGRAMME

BETWEEN

CYBERJAYA UNIVERSITY COLLEGE of MEDICAL SCIENCES
(CUCMS)
MALAYSIA

AND

Dr M L DHAWALE MEMORIAL HOMEOPATHIC INSTITUTE
(MLDMHI)
INDIA

DATED THIS 8TH DAY OF MAY 2019

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FOR THE TEACHING AND TRAINING OF UNDERGRADUATE STUDENTS OF
BACHELOR OF HOMEOPATHIC MEDICAL SCIENCES (BHMS) (Hons) PROGRAMME

THIS MEMORANDUM OF AGREEMENT is dated 8th day of May 2019.

BETWEEN

CYBERJAYA UNIVERSITY COLLEGE OF MEDICAL SCIENCES (CUCMS) an institution of higher learning established under the Companies Act 1965 and having its registered address at Persiaran Bestari, Cyber 11, 63000 Cyberjaya, Selangor Darul Ehsan (hereinafter referred to as "CUCMS") of the first part.

AND

Dr M L DHAWALE MEMORIAL HOMEOPATHIC INSTITUTE (MLDMHI) established in 2002 by Dr. M. L. Dhawale Memorial Trust, a Public Charitable Trust Companies Act which was established in 2003 and situated on Palghar-Boisar Road, Palghar, Palghar District, 404404 400068, India (hereinafter referred to as "MLDMHI") of the second part.

(CUCMS and MLDMHI) may individually be referred to as "A Party" or collectively as "the Parties".)

RECITALS:

- A. CUCMS is a medical university college offering foundation, diploma, degree, master Programs and Doctor of Philosophy in medicine, pharmacy and allied health sciences to both Malaysian and international students.
- B. MLDMHI conducts as one of its programme a Homeopathic Post Graduate Residential Training School in the M.D. (Hom) with its indoor facility at Rural Homeopathic Hospital, India.
- C. CUCMS and MLDMHI are desirous to collaborate in their training activities, wherein the Faculty of Traditional & Complementary Medicine, CUCMS desires to make use of the facilities of MLDMHI's Hospital, Clinic and Personnel for the purpose of providing teaching, practical and clinical training in the field of Homeopathy to undergraduate students of Bachelor of Homeopathic Medical Sciences (BHMS) (Hons) from CUCMS and MLDMHI has agreed to provide such teaching and training on the terms and conditions as hereinafter contained:

IT IS THEREFORE hereby agreed as follows:

1. COMMENCEMENT AND TERMS

- 1.1 The effective date of this Agreement shall be on **8th of May 2019** for a term of **three (3) years** from **8th of May 2019** until **7th of May 2022** unless otherwise determined in the manner hereinafter provided (hereinafter referred to as the "Agreement Period").
- 1.2 The Programme will be conducted for a **four (4) months** period, excluding one (1) week of semester break, wherein the Students will start their practical and clinical training on **1 August 2019** until **8 December 2019/2020/2021**.
- 1.3 In the event CUCMS would like to extend the Agreement period, CUCMS shall give notice to MLDMHI of its intention to extend this Agreement at least three (3) months before the date of the expiry of this Agreement and if MLDMHI consents to such an extension, the Agreement shall be extended for a further period as agreed by both the Parties, in giving its consent to the extension, and where MLDMHI so specifies otherwise, the Agreement shall not be extended unless CUCMS agrees in writing to the matters so specified by MLDMHI.
- 1.4 During the period of extension as aforesaid the provisions of this Agreement shall continue to apply unless otherwise specified in writing by the Parties.
- 1.5 In the event the Parties have not reached an agreement on the terms and conditions of such an extension within thirty (30) days prior to the expiration of this Agreement, then this Agreement shall expire as scheduled and neither Party shall have any further claim against each other under this Agreement.

2. OBJECTIVE AND SCOPE OF COOPERATION

The Parties hereby agree to establish a collaboration within the framework of the rules and regulations applicable in each of the institutions in conducting teaching, practical and clinical training for the CUCMS Students at MLDMHI with the required knowledge, hands on training and skills of competent efficient Homoeopathic prescribers at the hospitals owned and/or managed by MLDMHI.

3. CONSIDERATION

- 3.1 For the purpose of this Agreement and subject to MLDMHI fulfilling its obligations as set out in this Agreement, CUCMS shall, in consideration of the Programme conducted, pay MLDMHI a total sum of **Indian Rupees Fifty Thousand (INR 50,000)** only per student per semester. The Fee shall include the following:

- 3.1.1 Course fees;

3.1.2 Clinical Instructors' fees; and

3.1.3 Accommodation excluding meals.

3.2 All payments to MLDMHI for the stipulated period will be as follows:

50% of the Fee: One week before the stipulated period of start of training

50% of the Fee: Upon completion of 30 days of training and before the end of 60 days

It is further agreed between the Parties that payment shall be made promptly as scheduled. If there is any delay in payment of 50% of the Fees upon completion of 30 days training and before the end of 60 days, the delay so caused will be considered as termination of the programme of that particular student by CUCMS and in that event the Fees already paid will be forfeited by MLDMHI.

3.3. All costs inclusive of the Transportation costs (For the transportation within and outside the city), peripheral visits, health check-up camps, visit to specialized hospitals, visas, passports and air tickets from Malaysia to MLDMHI, India and vice versa or other costs necessarily incurred by the Students shall be borne by the Students.

3.4. Medical conditions during the Programme Period requiring consultation, treatment or hospitalization shall be borne by the Students. MLDMHI shall bear the cost of Homeopathic medicines for minor medical conditions requiring Homeopathic treatment.

3.5. The Students shall bear the cost of food/meals, books, sightseeing and any other costs which are not mentioned above.

3.6. If asked for, MLDMHI shall assist for the application of insurance policy for the Students during the Programme Period at Palghar and CUCMS shall bear the cost of the insurance. The Insurance Company shall compensate for the damages in the event of any injury, disability or loss of life resulting from accidents during the Programme Period. MLDMHI will not hold any responsibility in such unwarranted situations.

3.7. If due to any reason, the Student leaves or is terminated from the Training programme within the programme period, the Fees paid by CUCMS to MLDMHI shall stand forfeited.

3.8. The fees being paid to MLDMHI by CUCMS for the Programme conducted shall remain as stated throughout the duration of the Agreement.

4. SCOPE OF THE PROGRAMME

As a consideration for the Fee paid by CUCMS, MLDMHI hereby undertakes to provide, make available and train each of the Students under the Programme at

MLDMHI's Hospital with the following areas of teaching, clinical and practical training:

- 4.1 The Students will be engaged for at least **eight (8) hours per day** or more during their clinical training.
- 4.2 The practical and clinical training will be provided of the following areas:
 - 4.2.1 Basic Sciences
 - 4.2.2 Applied Philosophy
 - 4.2.3 Live Materia Medica
 - 4.2.4 Therapeutics
 - 4.2.5 Live Case Demonstrations
 - 4.2.6 Clinical Analysis
 - 4.2.7 Practical Repertorization
 - 4.2.8 Drug/Potency Selection
 - 4.2.9 Homeopathy in Cardiology
 - 4.2.10 Homeopathy in Neuro-endocrinology
 - 4.2.11 Homeopathy in Psychiatry
 - 4.2.12 Miasms
 - 4.2.13 Homeopathy in Paediatrics
 - 4.2.14 Gynaecology and Obstetrics
 - 4.2.15 Homeopathy in Dentistry
 - 4.2.16 Homeopathy in Orthopaedics
 - 4.2.17 Homeopathy in Gastroenterology
 - 4.2.18 Electrocardiogram ("ECG") reading, other special investigations
 - 4.2.19 Homeopathic Emergency Management Sessions
 - 4.2.20 Practical, Pre & Post-operative Homeopathic Management
 - 4.2.21 Deliveries
 - 4.2.22 Surgeries
 - 4.2.23 Lab/Radiological Investigation
 - 4.2.24 Any other related area of clinical and practical training
- 4.3 Students will be assigned a supervisor appointed by MLDMHI who will be responsible to supervise the record of daily work and consistently monitor the student's progress and make fair assessment of the said students in the "Practical Log Book" given to them.
- 4.4 The Programme shall emphasise on case taking, evaluation of symptoms, nosological and miasmatic diagnosis, repertorization, management of patients based on Homeopathic principles.
- 4.5 The Students will be required to present their case for a discussion with their supervisor and will be assessed fairly and adequately on the said presentation.
- 4.6 The Students will also be exposed and trained on the following area:

- 4.6.1 Skills associated with routine blood examination and the use of the findings for diagnosis and management of the patients; and
- 4.6.2 Diagnostic Techniques and the use of the finding for diagnosis and management of cases.
- 4.7 The Students will be required to prepare their thesis presentation under the guidance and supervision of MLDMHI's Supervisor.
- 4.8 In the event of publication of thesis, the name of supervisor will be acknowledged as also the name of MLDMHI along with CUCMS.
- 4.9 Upon the completion of the Programme, the Students will be assessed and evaluated on their performance which will include discipline, participation in lectures, clinical case presentations and the thesis.
- 4.10 Subject to the written consent of each student, IF medically permitted, then each Student may undergo a proving of a homeopathic remedy upon himself/herself to prove or reprove a Homeopathic remedy during the duration of the Programme period.
- 4.11 Each Student will be given an opportunity to participate in MLDMHI's health check-up camps conducted at locations outside the premises of Rural Homeopathic Hospital.
- 4.12 The Students will be kept abreast with the latest investigations and treatment procedures in various fields.

5. UTILISATION OF MLDMHI'S PERSONNEL

MLDMHI shall make available its approved Medical Officer and Clinical Instructors to assist in the teaching and training of the Students by giving lectures and tutorials in the Hospitals or at the premises approved by MLDMHI.

6. PATIENT-CARE SERVICE IN THE HOSPITALS

The Students providing patient care service at the Hospitals shall be at all times under the control and supervision of authorized staff. Notwithstanding any other provision of this Agreement, in the event if any Student is found liable to any person for any loss, damage or injury sustained as a result of his / her actions, then the student will be liable for strict action and the cost of the damage or deficit if any will be borne by the student.

7. USE OF THE FACILITIES/ACCOMMODATION

- 7.1 The Students shall be allowed to use the facilities of the Hospitals only with prior permission from the Officer appointed by MLDMHI for the purpose of teaching and training under the Programme which may include books, appliances, etc. Any loss or damage, regardless of being intentional or unintentional shall be duly reimbursed by the Students.
- 7.2 MLDMHI shall provide accommodation to the Students, and that shall include basic necessities which shall include but not be limited to fans, study lights, electricity, water and other facilities which MLDMHI deems fit and necessary for the convenience of the Students.
- 7.3 Clinical instructors at MLDMHI will act as wardens or facilitators in the event of the Students have any difficulties whilst occupying their hostel and/or as means for the Students to channel any of their concerns or complaints.
- 7.4 MLDMHI shall ensure the accommodation is safe and clean for the Students to occupy and ensure the safety and security of the Students at all times within MLDMHI's premises.
- 7.5 CUCMS will explicitly instruct the Students to inform the authorised personnel at MLDMHI and seek permission to leave the premises of MLDMHI for purchase of food, stationary or any other items not mentioned herein.
- 7.6 CUCMS will explicitly instruct the Students to attend the prescribed health camps organized by MLDMHI during the training period.

8. JOINT COMMITTEE

The Parties shall establish a **joint committee** which shall be chaired by an appointed representative of MLDMHI and CUCMS. The Joint Committee shall be responsible for making all decisions relating to matters of policy in implementing this Agreement and to carry out and give effect to these decisions in so far as the decisions relate to the administration of the teaching, training and discipline of the Student undergoing such teaching and the clinical and practical training.

9. MLDMHI'S RESPONSIBILITIES AND REPRESENTATIONS

- 9.1 MLDMHI represents and warrants to CUCMS that they have the power, capacity and authority to enter into, exercise their rights and lawfully perform and comply with their undertakings and obligations under this Agreement.
- 9.2 MLDMHI represents and warrants to CUCMS all actions, conditions and things required to be taken, fulfilled and done (including the obtaining of any necessary approval, consents or making of any filing or registration) in order to enable MLDMHI to lawfully enter into, exercise their rights and perform and comply

with their undertakings and obligations under this Agreement and to ensure that those undertakings and obligations are legally binding and enforceable have been taken, fulfilled and done.

- 9.3 MLDMHI represents and warrants to CUCMS that all information represented and warrant during discussion process are accurate and as prima facie evidence of their fitness to conduct the Programme under the terms of this Agreement.
- 9.4 MLDMHI represents and warrants to CUCMS that at the date of execution of this Agreement they have no outstanding charges, fines and/or penalties for any wrongdoings and shall undertake to keep CUCMS duly informed in writing during the term of this Agreement if MLDMHI is being charged, fines and/or penalties for any wrongdoings.
- 9.5 MLDMHI undertakes to the quality control, academic standards and learning outcome of the Programme is maintained at all times in accordance with the conditions stipulated under this Agreement.
- 9.6 MLDMHI agrees apart from the agreed Fees under Clause 3 of this Agreement, CUCMS shall not be made responsible for any other operating costs and capital expenditure of the Programme.
- 9.7 MLDMHI agrees to provide the logistics for and incidental items relating to the conduct of the Programme.
- 9.8 MLDMHI shall ensure that the Students will be provided with adequate training facilities to undergo the Programme at its premises.
- 9.9 MLDMHI shall be responsible to maintain a proper and a complete practical record of each of the Students undergoing the Programme.
- 9.10 MLDMHI undertakes to inform CUCMS in writing prior to any changes in the ownership or structure of MLDMHI, if any.
- 9.11 MLDMHI shall bear the responsibility in ensuring the safety of the Students at their premises and shall take all the reasonable precaution to safeguard and hold harmless the Students against any risk of danger at all times in its premises.
- 9.12 MLDMHI shall ensure that the Programme will be carried out in the manner specified in Clause 4 of this Agreement.

10. CUCMS' RESPONSIBILITIES AND REPRESENTATION

- 10.1 CUCMS represents and warrants to MLDMHI that they have the power, capacity and authority to enter into, exercise their rights and lawfully perform and comply with their undertakings and obligations under this Agreement.
- 10.2 CUCMS represents and warrants to MLDMHI all actions, conditions and things required to be taken, fulfilled and done (including the obtaining of any necessary approval, consents or making of any filing or registration) in order to enable the

MLDMHI to lawfully enter into, exercise their rights and perform and comply with their undertakings and obligations under this Agreement and to ensure that those undertakings and obligations are legally binding and enforceable have been taken, fulfilled and done.

- 10.3 CUCMS represents and warrants to MLDMHI that all information represented and warrant during discussion process are accurate and as prima facie evidence of their fitness to participate in the Programme under the terms of this Agreement.
- 10.4 CUCMS represents and warrants to MLDMHI that at the date of execution of this Agreement they have no outstanding charges, fines and/or penalties for any wrong doings and shall undertake to keep MLDMHI duly informed in writing during the term of this Agreement if CUCMS is being charged, fines and/or penalties for any wrong doings.
- 10.5 CUCMS may at its sole discretion screen and approve the list of the Students to undergo the Programme at MLDMHI
- 10.6 CUCMS shall supply and make available to MLDMHI the list of the Students and its particulars upon their enrolment into the Programme. CUCMS shall also submit medical certificate from an authorized medical practitioner, treatment being undertaken by any candidate for any ailment (physical or mental) along with recent investigation reports and insurance papers.
- 10.7 CUCMS may designate and authorise its representative who shall be made available at all reasonable times to liaise with MLDMHI and to conduct, monitor and review the process on behalf of CUCMS to ensure that the Programme is maintained at all times in accordance with the terms and conditions stipulated in this Agreement.
- 10.8 CUCMS undertakes to inform MLDMHI in writing prior to any changes in the ownership or structure of MLDMHI, if any.
- 10.9 All the papers/project reports/presentations/publications arising out of the efforts of both the parties will be considered as a joint property of both the institutes and CUCMS will give due acknowledgement of the contribution given by each party.

11. TERMINATION

- 11.1 The Parties agree that this Agreement shall be terminated by mutual agreement by giving not less than three (3) months prior notice in writing to the other Party.

11.2 Notwithstanding clause 11.1 mentioned above, this Agreement shall be terminated by either of the Parties on the occurrence of any of the following events:

11.2.1 If either of the Parties shall commit any breach of contract, or any of its obligations representations and undertakings under this Agreement and shall fail to remedy such breach (if capable of remedy) within thirty (30) calendar days after been given written notice by the other Party, and/or

11.2.2 If either of the Parties shall go into liquidation, whether compulsory or voluntary; and/or

11.2.3 If an administrator or an administrative receiver or manager is appointed over any part of the assets or undertakings of either of the Parties and/or

11.2.4 If either of the Parties is convicted for any criminal offence which materially affect the conduct of the obligations of the Party under this Agreement or the reputation of the Parties; and/or

11.2.5 If either of the Parties has any of its licenses required by each Party to carry out its obligations pursuant to this Agreement, been revoked by the appropriate authority or any other authority, directly or indirectly related to the conduct of its business; and/or

11.2.6 If either of the Parties shall cease or threaten to cease to carry on the whole or any substantial part of its business other than in the course of reconstruction or amalgamation.

11.3 Notwithstanding any of the clauses mentioned herein a Party may terminate this Agreement without assigning any reason by giving not less than three (3) months prior notice in writing to the other Party.

12. CONSEQUENCES OF TERMINATION

12.1 Each Party acknowledges and agrees that:

12.1.1 MLDMHI shall have the on-going obligation to deliver the Programme until all the Students complete or cease enrolment in the said Programme;

12.1.2 In the event of termination of this Agreement (for whatever reason) both the Parties must use their best endeavours to achieve the following priority actions:

(i) MLDMHI will offer each of the Students the opportunity to complete the Programme,

(ii) In the event of the Students remaining enrolled in the Programme pursuant to Clause 12.1.2(i), the effective date of termination of

this Agreement shall be the date when all currently enrolled Students complete or cease to undertake the Programme in which the Student is enrolled.

- 12.2 If this Agreement is terminated by CUCMS pursuant to Clause 11.3 of this Agreement, CUCMS shall not be made liable to MLDMHI in any way whatsoever.
- 12.3 If this Agreement is terminated by MLDMHI pursuant to Clause 11.3 of this Agreement, MLDMHI shall not be made liable to CUCMS in any way whatsoever.
- 12.4 Notwithstanding the provisions as provided in the Clause 12 and Clause 14.2 of this Agreement, and to any rights or obligations which have accrued prior to termination, neither Party shall have any further obligations to the other under this Agreement

13. ARBITRATIONS

- 13.1 If any dispute or difference shall arise between the Parties hereto on any clause, matter or thing whatsoever herein contained or the operation or construction thereof or any matter or thing in any way connected with this agreement or the rights, duties or liabilities of any Party arising hereunder which cannot be resolved amicably, the dispute or difference shall be referred to the Arbitrator, with the consent of both the Parties to this agreement. And such a reference shall be deemed to be a submission for arbitration in accordance with and subject to the provisions of The Arbitration and Conciliation Act, 1996, enacted by Government of India in consonance with the UNCITRAL Arbitration Rules as applied by the Regional Centre for Arbitration. The Arbitrator so appointed will be a person within the territorial jurisdiction in Palghar City, Maharashtra, India. The arbitration sittings and making of the award will take place only in India. The fees for the entire procedure will be equally divided amongst the two parties.
- 13.2 The decision of the arbitrator shall be final and binding on both the Parties.

14. CONFIDENTIALITY

- 14.1 The Parties shall observe the confidentiality and secrecy of the documents, information and data received during the Agreement Period and shall not at any time communicate to any person, body or entity, any confidential document or information disclosed to him for the purpose of this Agreement or cause to be made or any press statement or otherwise relating to this Agreement or publish or cause to be published any material whatsoever relating to this Agreement without the prior written approval of the other Party. In the event of termination of this Agreement, the Parties agree that the provision of this clause shall continue to apply.

14.2 All obligations imposed under this Clause 14 shall survive the determination of this Agreement:

15. FORCE MAJEURE

15.1 Neither Party shall be in breach of its obligations under this Agreement if it is unable to perform its obligations under this Agreement (or any part of them) as a result of the occurrence of an Event of Force Majeure. An "Event of Force Majeure" shall mean; war (whether declared or not), hostilities, invasion, act of foreign enemies, insurrection, revolution, rebellion, military or usurped power, civil war acts of terrorism; natural catastrophes including but not limited to earthquakes, floods and subterranean spontaneous combustion or any operation of the forces of nature against which an experienced contractor could not reasonably have been expected to take precautions; nuclear explosion, radioactive or chemical contaminations or radiation; pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speeds; and riot, commotion or disorder, unless solely restricted to employees of the Company or its personnel, servants or agents.

15.2 If an Event of Force Majeure occurs by reason of which either Party is unable to perform any of its obligation under this Agreement (or any part thereof) the Party shall inform the other Party immediately of the occurrence of that Event of Force Majeure with full particulars thereof and the consequences thereof.

15.3 If either Party considers the Event of Force Majeure to be of such severity or to be continuing for such period of time that it effectively frustrates the original intention of this Agreement, then the Parties may agree that this Agreement be terminated upon mutual agreement.

16. WAIVER

Failure by any Party to enforce, at any time, any provision of this Agreement shall not be construed as a waiver of any provision of this Agreement, or as a waiver of any continuing, succeeding or subsequent breach of any such provision or any other provision of this Agreement or as a waiver of any right under this Agreement.

17. AUTHORISED REPRESENTATIVE

17.1 If anything is required to be done, or any document is required to be executed, under this Agreement on behalf of MLDMHI, the same may be done or executed by an officer of MLDMHI who has been authorised in writing by MLDMHI.

17.2 If anything is required to be done or any document is required to be executed under this Agreement by CUCMS, the same may be done by a member of CUCMS staff who is authorised in writing to do the same on behalf of CUCMS.

18. INDEMNITY

18.1 MLDMHI shall indemnify and keep indemnified CUCMS from and against all actions, suits, claim or demands proceedings, losses, damages, compensations, costs (legal costs) charges and expenses whatsoever to which CUCMS shall or may be or become liable in respect of or arising from any specific default caused by MLDMHI.

18.2 CUCMS shall indemnify and keep indemnified MLDMHI from and against all actions, suits, claim or demands proceedings, losses, damages, compensations, costs (legal costs) charges and expenses whatsoever to which MLDMHI shall or may be or become liable in respect of or arising due to any act of the Students or any specific default by CUCMS.

The obligations under the above-mentioned clauses shall survive notwithstanding the expiry or earlier termination of this Agreement in respect of any act, deed, matter or thing happening before such expiration or termination of this Agreement.

19. VARIATION OF THE AGREEMENT

This Agreement may, from time to time, be varied by the execution of a supplementary agreement between the Parties, if the Parties have agreed to such variation after consultation between themselves, and a proposal for such variation may be initiated at the instance of either party to this Agreement. Every supplementary agreement shall be executed by the authorised representative of the Parties hereto.

20. NO ASSIGNMENT

No Party will assign any of its rights or liabilities under this Agreement to any person or body without the prior written consent of the other Party.

21. SUCCESSOR BOUND

This Agreement shall be binding on the successors in title of the Parties.

22. NOTICE

Any notice required by this Agreement to be given by either Party to the other shall be delivered by hand or facsimile or sent by registered post to such other Party at their respective addresses given herein below or such other address as may be notified in writing to the other Party. Any notice sent by hand or facsimile shall be deemed to have been received on the day on which it was sent, and any notice sent by registered post shall be deemed to have been served and received on the third day following the date of posting. If the day on which any notice deemed to be received falls on a Sunday or a public holiday in the jurisdiction in which such notice is being served, such notice shall only be deemed to have been received on the next working day.

If to MLDMHI:

THE PRINCIPAL

Dr M L Dhawale Memorial Homeopathic Institute
Palghar-Boisar Road,
Palghar, 404404,
Maharsashtra,
INDIA

If to CUCMS:

THE PRESIDENT

Cyberjaya University College of Medical Sciences
(CUCMS)
Persiaran Bestari,
Cyber 11, 63000 Cyberjaya,
Selangor Darul Ehsan,
MALAYSIA

23. LAWS APPLICABLE

This Agreement shall be governed by and construed in accordance with the laws of State of Maharashtra and Government of India and the Parties irrevocably submit to the exclusive jurisdiction of the court of India.

24. COST OF AGREEMENT AND STAMP DUTY

Each Party shall be responsible for and bear its own solicitors' costs and all costs in respect of any action, which it is required to take hereunder for the execution of this Agreement and anything incidental thereto.

25. SAVING CLAUSE

If any of the provisions of this Agreement becomes invalid, illegal or unenforceable in any respect under any law, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired.

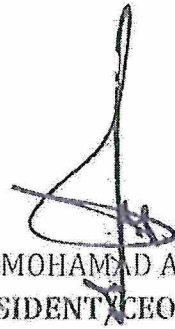
26. GOOD FAITH AND INTEGRITY

With respect to this Agreement, the Parties hereto desire to establish the principle that they shall be just and faithful to each other in all transactions relating to the collaboration efforts and to exercise in utmost good faith and maintain the highest integrity in dealing with each other. The Parties hereby agree to act on a bona fide basis in performing their obligations for the purpose of this Agreement.

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IN WITNESS WHEREOF the Parties hereto have executed this Agreement on the day and year first above written.

Signed for and on behalf of
CYBERJAYA UNIVERSITY COLLEGE)
of MEDICAL SCIENCES)



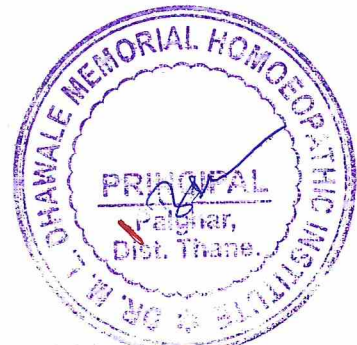
PROF. DATO' DR. MOHAMAD ABDUL RAZAK
PRESIDENT/CEO

In the presence of



A. Prof. Dr. Ibrahim Usman Mhaisker
Dean, Faculty of Traditional &
Complementary Medicine

Signed for and on behalf of
Dr M L DHAWALE MEMORIAL)
HOMEOPATHIC INSTITUTE)



DR BIPIN JAIN
PRINCIPAL

In the presence of



Dr. Sachin Junagade
Vice Principal