



**Establishment of Research Chair for Research & Fellowship Program
in Facial Aesthetics using Regenerative Stem Therapy**

This Agreement is made on this 06th Day of October, 2020 between Regenerative Stem Therapy Clinics (RST Clinics, hereinafter referred to as RST Clinics) –and SGT/SGTU, Gurugram (hereinafter referred to as "The SGTU")

WHEREAS Regenerative Stem Therapy Clinics (RST Clinics) – on the lines of Regenerative NORWAY deals with regeneration of the lost/soft tissue with the help of Platelet Rich Fibrin (PRF). The development of bioactive surgical additives to regulate the inflammation and increase the speed of healing process is one of the great challenges in clinical research. In this sense, platelet rich fibrin (PRF) appears as a natural and satisfactory alternative with favorable results and low risks. PRF alone or in combination with other biomaterials seems to have several advantages and indications both for medicine and dentistry, due to its minimally invasive technique with low risks and satisfactory clinical results.

WHEREAS it is the benefit of the SGTU that the resources of the RST Clinics be made available to its Doctors for the required clinical experiences; and

WHEREAS it is to the benefit for both the SGTU and the RST Clinics to co-operate in the educational preparation of Doctors enrolled in the Fellowship Programme so as to promote excellence in patient care and to ensure professional competence and skills.

NOW THEREFORE, in consideration of the promises herein contained and other good and valuable consideration, the Parties agree as follows: -

- A. **AIM:** The purpose of this Agreement is to promote Research & Doctor's training program on Facial Aesthetics using PRF at the SGTU
- B. **FEES:** An amount of Rs 12.50 lakhs will be provided to SGTU towards endowment by the RST Clinics for PRF Facial Aesthetics Chair and Training cum joint-certification only if 10 participants participate in the training/Fellowship programme. However, in the event number of participants is greater than or less than 10, annual amount will be endowed on pro-rata basis (50% of the amount by SGTU and 50% of the amount by RST Clinics)

Eligibility: There shall be minimum 5 participants at a time in one batch for the Training/Fellowship Programme. In case there are less than 5 participants for the Training/Fellowship Programme, it shall be postponed till the time there are minimum number of 5 participants in a batch.

- C. **Duration:** The duration of the course shall be for a period of 6 (Six) months excluding National Holidays, Government Holidays or any holiday/notification as declared by the Central or State Government. Each module will be covered in 3 days and the Training /Fellowship module shall be held on a Friday, Saturday and Sunday divided over a period of 6 months.

- D. **No. of Modules:** The Training/ Fellowship Programme shall consist of 4 modules described here as under: -

Module 1: (3 Days)

- Skin Types
- Fundamentals of skin aging
- Anatomy of the face-theory and dissection on cadavers
- Application of fillers and Botox™ on cadavers

Module 2: (3 Days)

- Botox™ theory
- Fillers theory
- Application of fillers and Botox™ by injection and cannula technique
- Practice on models and patients

Module 3: (3 Days)

- Science behind regenerative techniques
- PRF and its advancements
- Applications of PRF for face and hair regrowth
- Mesotherapy
- Injections and cannula technique on models and patients

Module 4: (3 Days)

- Chemical peels
- Lasers

Test: written (objective) and practical along with a case presentation

[Signature] *[Signature]*

[Signature]
06.10.2020

may be extended by mutual consent of both parties. This Agreement may be amended in writing signed by the Parties by mutual consent of both parties.

J. Liability:

For the purposes of this Agreement encompassing specific programs between SGTU and RST Clinics it is understood and agreed that neither party shall be liable for any negligent or wrongful acts, either of commission or omission, chargeable to the other, unless such liability is imposed by law. This Agreement shall not be construed as seeking to either enlarge or diminish any obligation or duty owed by one party to the other or to a third party. The agreement shall be binding upon signing by authorized individuals of SGTU and RST Clinics and shall be effective as of the date last written below.

K. Confidentiality

Both the institutions agree to treat the information relating to the other organization as confidential pursuant to the terms of this AGREEMENT.

RST Clinics & SGT/SGTU agree for not disclosing any type of confidential material, knowledge, or information. The institutions may like to share this with one another but may decide not to disclose it to any third party. This Agreement creates a confidential relationship between the parties to protect any type of confidential and proprietary information or trade secrets.

L. Dispute Jurisdiction and Resolution


For any medico-legal issues arising during the term/duration of this Agreement, both the parties will be responsible for the same. Any and all differences and disputes whatsoever arising between the parties shall in the first instance be resolved mutually between the parties and in the event of a non-resolution the matter may be referred to arbitration to a person jointly appointed by the parties as per the law relating to arbitration in India and the decision of the arbitrator shall be final and binding on all parties. The arbitration proceedings shall be held in Gurugram. All disputes shall be governed in accordance with the laws prevailing in Gurugram. Only competent courts within Gurugram shall have jurisdiction to try any suit or proceedings whatsoever arising or in any way connected with this Engagement.

The present agreement will be legally binding pending approval by appropriate authorities of SGT/SGTU and RST Clinics.

This Agreement is pursuant to the Agreement signed on 31st day of August, 2020 and the terms and conditions of this Present Agreement are duly accepted by both the Parties and shall be legally binding on the Parties.

IN WITNESS THEREOF, the parties hereto have caused this Agreement to be signed and executed on this 06 day of October, 2020 as written above.


Dr. M. K. Arora
REGISTRAR
SGT University
Budhera Badli Road
Gurugram 122505



Dr. Mandeep S. Grewal
Dean-Faculty of Dental Sciences
SGT University
Gurugram


Dr. Sagrika Shukla
Director-RST Clinics
Rajasthan Nursing Home
Gopalpura Bypass, Jaipur 15

M/s RST Clinics Private Limited

Director


Dr. Rajneesh Wadhwa
Director - Office of International Affairs
SGT University
Gurugram


Dr. Athreya Rajagopal
Director-RST Clinics
Rajasthan Nursing Home
Gopalpura Bypass, Jaipur 15

M/s RST Clinics Private Limited

Director

Date: 06 October 2020



Eligibility criteria: This course is for Doctors only and will include specialists such as Dental Surgeons (who have basic degree BDS, as well as masters MDS), Medical practitioners (MBBS), (General Physicians, Dermatologists, Cosmetologists, Plastic Surgeons)

E. RST Clinics hereby agrees to:

1. RST Clinics has well experienced doctors in their respective fields and will be involved in teaching and providing hands on experience to the Participants. Amongst the faculty, RST Clinics will provide 4 (Four) oral and maxillofacial surgeons, 1 (One) plastic surgeon and 1 (One) Periodontist. Further, RST Clinics shall also provide consumable injectables and the expenditure of the consumable injectables shall be borne by the RST Clinics.
2. The RST Clinics shall inform all the Doctors of the rules, regulations, policies and procedures of the RST Clinics and require the conformance to such rules, regulations, policies and procedures as a condition of their clinical experience.
3. The RST Clinics shall provide supervised Training/Fellowship Program for Doctors which will fulfill the requirements of the Program and meet the objectives agreed upon by the SGTU and the RST Clinics.
4. The RST Clinics shall ensure that the Doctors sign confidentiality statements regarding the protection and confidentiality of patient medical records.
5. RST Clinics shall not liable for any harm, mishap, emergency treatment, medical negligence caused during and any time after the duration of the Training/ Fellowship Program.

F. The SGTU hereby agrees to:-

1. That the SGTU shall provide the necessary infrastructure/premises for conducting the training/fellowship program and all the expenses towards the upkeep/maintenance including Water and Electricity or any other charges, shall be borne by the SGTU.
2. That the SGTU shall provide a Dermatologist and a Clinical Anatomist so that a more in-depth focused teaching could be imparted starting with basic clinical anatomy. However, all the expenses/salary of Dermatologist and Clinical Anatomist shall be borne by the SGTU.
3. The SGTU shall ensure that the Doctors sign confidentiality statements regarding the protection and confidentiality of patient medical records

G. The SGTU and the RST Clinics hereby agrees to:-

1. The parties will advise one another of changes in supervision and instructing personnel, changes in applicable policies, change in Doctors enrollment and changes in the availability of resources
2. Emergency Treatment of Doctors/patients for any injuries incurred during Training/Fellowship or any time after the Training/Fellowship Program must be covered through Doctor's / Patient's personal health insurance plan or through his/her own resources. Personal health insurance coverage for the Doctors/ Patients will not be the responsibility of the SGTU and/or RST Clinics.
3. Neither Party shall not unlawfully discriminate against any Doctors/Patients on the basis of race, religion, caste, sex, creed, national origin or disability.
4. The Parties are independent contractors in relation to one another and neither party is authorized or permitted to act as an Agent or Employee of other.

H. Intellectual & Technical Property Rights

In the course of collaboration between the University and RST Clinics, participants using proprietary materials and technologies acquired by either institution or RST Clinics must adhere to intellectual property (IP) and technical property (TP) protection (e.g. material transfer agreement (TA) or license) pertaining to the relevant technologies and material. Protection of innovation, research products and other IP/TP (through patents, knowledge production right, or other means) accruing from joint collaboration between the SGTU and RST Clinics will be done jointly following consultations with the relevant institutional IP/TP organs/panels on proprietary science and technology. Ownership and management of all TP and IP resulting from any collaboration shall be addressed in the written agreement governing each project.

I. Renewal, Termination and Amendment

This Agreement shall remain in force for a period of five (5) years from the date of signing of this Agreement. Either Party may terminate this Agreement at any time by giving one month written notice to the other party. The agreement

