

International Training Agreement

Company Information:

International Training Center ("ITC"):	Gandhi Medical College Alumni Association
Address:	Gandhi Alumni Education Centre, Padma Rao Nagar, Musheerabad, Secunderabad, Hyderabad, Telangana 500 003, India
Form of Organization:	Not for Profit / Association

This Agreement is between the American Heart Association, Inc. ("AHA"), a New York not-for-profit corporation, having its principal offices at 7272 Greenville Avenue, Dallas, Texas 75231-4596, and ITC.

IN CONSIDERATION of the mutual promises contained herein, the parties agree as follows:

1. Term: Beginning Date: May 12, 2016. Ending Date: May 12, 2018. This Agreement will be in effect for a period of Two (2) calendar years. It may be renewed for additional one (1) year periods by letter issued from AHA.

2. AHA ECC Courses to be Taught by ITC:

Basic Life Support	Advanced Cardiac Life Support	Pediatric Advanced Life Support
Provider Course(s)	Provider Course(s)	Provider Course(s)
Instructor Course(s)	Instructor Course(s)	Instructor Course(s)

3. Geographic Territory: India

4. Insurance: \$30,012.66 (US\$)

ITC will obtain and maintain at its expense, commencing upon the beginning date of this Agreement and during its entire term, liability insurance from a qualified insurance carrier, as set out above. This policy will specify that it may not be modified or canceled by the insurer, except after thirty (30) days prior written notice by the insurer. Upon execution of this Agreement ITC will provide the AHA with a certificate of insurance showing the required coverage.

5. Copyrights: ITC acknowledges and agrees that the AHA owns all copyrights in the ECC Materials, and ITC may not copy, or permit others to copy, distribute, perform or make derivative works based upon the ECC Materials, Course Completion Cards, or eCards.

6. Marks: ITC acknowledges the AHA's trademark rights and ownership of the name "American Heart Association", the heart-and-torch trademark and slogans (e.g., "Life is Why") (hereinafter "AHA Marks"). ITC will not use or display the AHA Marks. ITC shall not apply for any trademark registrations with respect to any AHA Marks or any marks similar to the AHA Marks.

7. Entire Agreement: This Agreement, including the terms and conditions set out on Page Two, contains the entire agreement between the parties relating to the rights granted and the obligations assumed.

EXECUTED by the parties on the date(s) set out below.

American Heart Association, Inc.
Signature: 
Name: Michael Herbert
Title: Director, International Operations
Date: 5-12-16

International Training Center
Signature:
Name:
Title:
Date:

8. Definitions:

(a) "Program Guidelines" means the current *Guidelines for Cardiopulmonary Resuscitation and Emergency Cardiovascular Care*, Program Administration Manual: Guidelines for Program Administration and Training (hereinafter "PAM"), and *AHA Instructor's Manuals*, as they may be amended and/or supplemented by the AHA from time to time.

(b) "Course Completion Cards" or "Cards" are defined as documents made available or provided by AHA, and which indicate a student's successful completion of a specified Course.

(c) "Course" or "Courses" are defined as those courses that follow the curricula of the AHA and teach emergency cardiovascular care according to the Program Guidelines.

(d) "ECC Materials" are defined as emergency cardiovascular care textbooks and materials published by the AHA.

(e) "eCards" means those electronic records that Training Centers may distribute to, or provide access to, students pursuant to Program Guidelines to indicate that the student participated in or successfully completed a Course.

(f) "Instructors" are individuals who have successfully completed AHA authorized Provider and Instructor training and who are authorized by ITC to teach Provider courses to other individuals.

(g) "Training Sites" are organizations engaged or authorized by ITC to teach Courses under the auspices of ITC.

9. ITC Role and Responsibilities:

(a) ITC will teach Courses only within the Geographic Territory, and agrees to do so in compliance with the Program Guidelines.

(b) ITC may contract with other entities (hereinafter "Training Sites") who agree to teach Courses under the direction and guidance of ITC. ITC assumes full responsibility for the actions and performance of the Training Sites, and will ensure that Training Sites teach in compliance with the Program Guidelines.

(c) Periodically, as requested by the AHA, ITC will provide the AHA with a current and accurate list of Training Sites, Instructors, the number of students taught, and such other information as may be requested by AHA but only to the extent allowed by local law and the terms of any applicable consent, if required.

(d) ITC will insure that each student has individual possession of an authorized Course-specific textbook before, during, and after training.

(e) ITC will be responsible for the issuance and security of Course Completion Cards and eCards as outlined in the Program Guidelines: (i) ITC will establish a system for ensuring that Cards are issued only to authorized Training Sites. (ii) ITC and its authorized Training Sites will only issue the appropriate course-specific Course Completion Card or eCard to each student who successfully completes the applicable Course.

(f) ITC will obtain any and all required licenses, permits or documentation and is solely responsible for compliance with all laws and regulations applicable to training activities conducted under this Agreement. ITC will obtain any required or appropriate consent from each student before sharing that student's name and Course completion information with the AHA through AHA's online systems (which systems may include data storage outside of ITC's Territory).

10. Relationship of Parties:

The parties acknowledge and agree that each is an independent entity and, as such, neither party may represent itself as an employee, agent, or representative of the other; nor may it incur any obligations on behalf of the other party.

11. Termination:

(a) This Agreement may also be terminated by either party, without cause, upon sixty (60) calendar days' prior written notice.

(b) Either party may terminate this Agreement if the other party breaches any term or condition of this Agreement and fails to cure the breach within thirty (30) calendar days after receipt of written notice by the non-defaulting party. The following will also constitute breach or default under this Agreement: (i) Failure to exist or operate as a legal entity or to maintain an office address; or (ii) Assignment for the benefit of creditors, becoming generally insolvent, being placed in receivership or the filing by or against a party of a petition for bankruptcy or for entity reorganization under any bankruptcy act or similar statute.

(c) The AHA may terminate this Agreement upon written notice if it determines, in its sole discretion, that any of the activities permitted or contemplated under this Agreement pose a significant legal or business risk to the AHA.

(d) Notwithstanding anything to the contrary in this Agreement, AHA may terminate this Agreement if ITC or any Training Site conducts Courses in any country on which the United States government or other governmental entity (except those that are contrary to United States' laws), that (i) imposes sanctions that would prevent the AHA from conducting Courses either directly or indirectly in the country or (ii) for which ITC, Training Site or AHA must obtain a license from the applicable government to conduct Courses. If the United States government should impose sanctions on any country named in the Geographic Territory, the AHA at its option may (i) immediately terminate this Agreement as to that country in which event ITC and its Training Sites will immediately cease conducting Courses in the country, or (ii) may immediately terminate this Agreement in its entirety upon written notice to ITC.

(e) ITC will not distribute any AHA Course Completion Cards or eCards or designate itself, in any manner or any place, as an authorized ECC training center of AHA after this Agreement has been terminated or expired. In addition to any remedies by law or in equity available to AHA, ITC will pay the AHA Two Hundred Dollars (200 US\$) as a penalty for each Course Completion Card issued after termination or expiration of this Agreement. Upon termination or expiration of this Agreement, AHA shall have no liability or obligations to ITC, and ITC shall retain no rights under this Agreement.

12. Warranties:

(a) ITC warrants and represents to the AHA that as of the effective date and at all times during the term of this Agreement: (i) ITC, its agents, affiliates, members, representatives, distributors, contractors, and Training Sites will be in compliance with this Agreement, the provisions of the U.S. Foreign Corrupt Practices Act and all applicable U.S., local, state and federal laws and regulations, and applicable laws or regulations of any jurisdictions whose laws may apply; (ii) ITC is not a tobacco company, or a tobacco company corporate subsidiary or parent, nor does it receive revenue from tobacco products. "Subsidiary" and "parent" are defined as an entity in which there exists a direct or indirect Five Per Cent (5%) or greater ownership interest by a tobacco company.

(b) EXCEPT AS EXPRESSLY SET OUT IN THIS AGREEMENT, THERE ARE NO WARRANTIES, EXPRESS OR IMPLIED, BY OPERATION OF LAW OR OTHERWISE.

13. Indemnification and Liability:

(a) ITC will indemnify, defend and hold harmless the AHA and its directors, officers, employees, agents, distributors, members, volunteers,

successors and assigns from and against all suits, proceedings, actions, demands, claims, losses, liability, damages or expenses (including reasonable attorneys' fees and legal costs) arising from (i) ITC's performance or breach of its obligations under this Agreement, (ii) ITC's operation activities and/or distribution of Course Completions Cards, (iii) any breach or alleged breach of ITC's representations or warranties, (iv) any act or omission of ITC in any country in the Geographic Territory, and (v) any act or omission of Training Sites, Instructors, ITC's affiliates, agents, partners or representatives.

(b) The AHA will not be liable for any indirect, special, consequential or incidental damages, including lost profits or any other kind of damages, even if it has been warned of the possibility of such loss or damage. In no event will the AHA's liability under this Agreement exceed \$1,000 (US\$).

14. Force Majeure: Neither party will be in default under this Agreement, if such results, whether directly or indirectly, from fire, explosion, strike, freight embargo, vis major, or of the public enemy, war, terrorism, civil disturbance, act of any government, de jure or de facto, or agency or official thereof, labor shortage, transportation contingencies, unusually severe weather, default of manufacturer or a supplier, quarantine restrictions, epidemic, or catastrophe.

15. Notices: Any notice required or permitted under this Agreement, will be given in writing and will be deemed to have been duly given upon actual receipt if delivered personally or by courier with receipt obtained therefrom to the parties at their respective addresses.

16. Miscellaneous Provisions:

(a) This Agreement may not be assigned by ITC without the AHA's prior written consent.

(b) No amendment of this Agreement will be binding or enforceable on either party hereto unless in writing signed by both parties.

(c) Should any part, term, or provision of this Agreement be declared to be invalid, void, or unenforceable by a court of competent jurisdiction, all remaining parts, terms, and provisions hereof will remain in full force and effect, and will in no way be invalidated, impaired or affected thereby.

(d) This Agreement will be governed by the laws of the State of New York without regard to its conflict of laws provisions. Any controversy or claim arising out of or relating to this Agreement will be settled by arbitration in Dallas, Texas in accordance with the International Arbitration Rules of the American Arbitration Association. The language of the arbitration will be English. The arbitrators will have no authority to award punitive damages, and may not, in any event, make any ruling, finding, or award that does not conform to the terms and conditions of this Agreement. Judgment upon any award rendered through arbitration may be entered in any court having jurisdiction. Injunctive relief may be sought in any court of competent jurisdiction.

(e) This agreement contains the entire agreement between the parties and supersedes all prior written and oral communications. This Agreement will be written in and governed by the English language.

(f) AHA reserves the right to appoint other ITCs within the Geographic Territory.

(g) The following paragraphs and their subparagraphs will survive termination of this Agreement: 13 (Indemnification and Liability), 16(d) and 16(e)