

This AGREEMENT made on this 1st day of December 2011 by and between:

1. Lincoln University College ([www.lincoln.edu.my](http://www.lincoln.edu.my)), a higher learning institution was established under the law of Malaysia and having its office at Mayang Plaza, No. 1, Block A, Jalan SS 26/2, Taman Mayang Jaya, 47301 Petaling Jaya, Selangor darul Ehsan, Malaysia and represented by its CEO, Dr Amiya Bhaumik, hereinafter referred to as 'LUC'; and
  2. Ivano-Frankivsk National Medical University (<http://www.ifnmua.edu.ua>), a University registered under Ukrainian Act and having its registered office at 2, Galytska Str., 76018, Ivano Frankivsk Phone & Fax : + 380- 342- 24844 by its Rector Professor Dr Myckola Rozhko, MD, Ph.D referred to as 'IFNMU'
- A. Whereas LUC as an institution established under the laws of Malaysia and is imparting education in the field of technology and health sciences since 2003 to the students from various part of the world in general and Malaysian students in particular; and
- B. Whereas IFNMU is running medical, dental, pharmacy and health sciences in its campus at Ivano-Frankivsk, imparting higher education in the field of health sciences since 1945 and is well known for the quality of education it imparts to the students; and
- C. Whereas IFNMU is running a Medical University which is affiliated to Ministry of Education, Ukraine; and
- D. Whereas LUC after diligent search for suitable institution having required expertise in the field of medical education, has approached IFNMU, seeking its expertise to offer medical, dental and pharmacy and also conduct the teaching programs for the students admitted by LUC at its campus in Ivano Frankivsk - ; LUC would request IFNMU to send their Lecturers and Expert in Medical, Dental and Pharmacy education to LUC ( Malaysia ) time to time for delivering lectures etc. All cost will be born by LUC : and
- E. Whereas IFNMU has agreed to offer its expertise in offering MBBS, Dental and Pharmacy and also carry out the teaching for the students of LUC at its Ivano- Frankivsk campus and send Professors to LUC ( Malaysia ) time to time for delivering lectures and
- F. Whereas LUC will send to IFNMU as per following : Per year approximately 100 students for MBBS, 100 students for Dental and 100 students for Pharmacy and
- G. Whereas once student pass out IFNMU programs, both institutions i.e IFNMU and LUC will award the degree ( that means IFNMU will award the degree and at the same time LUC will also award the degree and

2, Galytska Str. 76018 , Ivano Frankivsk  
Phone & Fax : + 380- 342- 24844

Or to any address as either party may designate by notice to the other party. Notice given by facsimile or other electronic means shall promptly be confirmed by registered or certified mail or overnight carrier. Notice shall be deemed to be received two (2) days following the date of mailing registered by air mail, provided such notice is properly addressed and sufficient postage is affixed thereto, or the actual date of receipt, whichever is earlier.

- v. Force majeure. If performance by any party of its roles and responsibilities or any other obligation under this agreement is prevented, restricted, delayed or interfered with by reason of causes beyond its reasonable control, including, but not limited to, natural disasters, governmental actions, floods, fires, wars or civil disturbances, transportation or telecommunications problems, or by reason of acts or omissions of the other Party herein, its directors, officers, employees, or agents then that party shall be excused from such performance to the extent of such prevention, restriction, delay, or interference.
- vi. Governing Law. This agreement shall be governed by, construed, and enforced in accordance with the substantive laws of the Republic of Ukraine without reference to, or application of, its conflict of law principles.
- vii. Publicity: each party will submit to the other all advertising and other publicity matters relating to this agreement in which the other party's name or mark is mentioned or language from which the connection of the said name or mark may be inferred or implied, and will not publish or use such advertising or publicity matters without the express written approval of the other party (not to be unreasonably withheld). Notwithstanding the foregoing, either party herein ("First Party") may, without the prior consent of the other party. ("the second party"), use the second party's name and mark on the first party's reference lists, in the first party's limited announcement letters and in press releases
- viii. Headings: the titles of the sections, articles, paragraphs of this agreement are solely for the convenience of the parties and shall not be used to explain, modify, simplify, or aid in the interpretation of the provisions of this agreement.
- ix. Expenses: either party shall have the right to collect from the party its reasonable expenses incurred in enforcing this agreement, including, to the extent permitted by law, attorneys' fees and court of arbitration costs.
- x. Waiver or failure to act. The waiver or failure of either party to exercise in any respect any right provided for such party herein shall not be deemed a waiver of any further right hereunder.
- xi. Incorporation of exhibits and supplemental agreements: this agreement shall be deemed to have incorporated by reference all of the exhibits and supplemental agreements referred to herein to the same extent as if such exhibits and supplemental agreement were fully set forth herein. Each reference herein to "this agreement" shall be construed to include each such exhibit or supplemental agreement. Notwithstanding the prior sentence, in the event of any conflict

H. IFNMU will co-operate and provided necessary information pertaining to the Programs to the Malaysian Ministry of Health , Malaysian Ministry of Higher Education and Malaysian Qualifying Agency for the purposes of Accreditation of the program and

I. Whereas the parties herein have discussed various terms and conditions of the arrangement for conducting the MBBS degree, Bachelor in Dental and Bachelor in Pharmacy program and being desirous of reducing such terms and conditions into writing have entered into this Agreement.

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. It is hereby agreed that LUC and IFNMU will collaborate in their endeavor to offer under graduate program leading to MBBS degree, Bachelor in Dental and Bachelor in Pharmacy ("Programs") to students of LUC in IFNMU campus at Ivano-Frankivsk initially and such other programs in the parties herein may decide from time to time.

2. OBJECTIVE:

The main objectives of this agreement is to facilitate offering of MBBS, Dental and Pharmacy programs in Ukraine on IFNMU campus initially as an off-campus program of LUC in accordance with the curriculum approved by the Malaysian Ministry of Health and other statutory or regulatory bodies of the Government of Malaysia.

3. ROLES AND RESPONSIBILITIES OF THE PARTIES:

It is hereby agreed that the roles and responsibilities of the Parties herein respectively shall be as set forth hereunder:

A. Roles and Responsibilities of LUC shall be to:

- i. Obtain the necessary approval from Malaysian Ministry of Health, Malaysian Ministry of Higher Education for conducting MBBS program, Dental degree and Pharmacy program
- ii. to conduct the Programs at IFNMU campus as an off-campus program of LUC.
- iii. Carry out marketing for recruiting or obtaining private as well as sponsored students
- iv. Award MBBS degree, Dental Degree , Pharmacy Degree to the students passing the examinations conducted in accordance with the regulations of the Malaysian Ministry of Health and Malaysian Ministry of Higher Education , Medical Council, Dental council and Pharmacy Board and LUC

B. Roles and responsibilities of IFNMU shall be to:

- i. Conduct the MBBS program, Dental and Pharmacy programs at IFNMU campus in Ukraine as an off-campus program of LUC in accordance with the approved curriculum of the Malaysian Ministry of Higher Education
- ii. Provide teaching beds in the hospitals run by IFNMU in accordance with the guidelines of Malaysian Ministry of Health

- iii. Provide faculty and all other human resources required for the smooth conduct of the program in accordance with the guidelines of Malaysian Ministry of Health
- iv. Provide an associate Dean for academic administration liaison who shall, (a) in respect of all academic matters relating to the program report to the Dean in Malaysia and, (b) in respect of all other administrative matters relating hereto, report to the Chairman/Chief Executive of IFNMU
- v. Arrange appropriate accommodation for the students sent or deputed by LUC to study at IFNMU campus
- vi. Comply with all norms prescribed by Malaysian Ministry of Health
- vii. Obtain various approvals required in accordance with the rules and regulations formulated by various authorities in Ukraine
- viii. ACCREDITATION : IFNMU must facilitate LUC for accreditation by the Malaysian Qualifying Examination ( MQA).. Without this accreditation students will not be able to graduate . Therefore it is compulsory for IFNMU to accreditate this program

#### 4. GOVERNANCE AND ADMINISTRATION:

- i. It is hereby agreed by the parties herein that in order to facilitate smooth functioning of the operations connected with the MBBS program, Dental Program, Pharmacy program at the IFNMU campus; a Governing Council shall be constituted which shall meet at least twice a year.
- ii. The Governing Council shall be responsible for framing of policies and guidelines for the smooth and successful conduct of the Program.
- iii. The Governing Council shall initially consists of the following members:

Chairman – President of LUC

Co-Chairman – Chairman of IFNMU

Two members – nominated by IFNMU

Two members – nominated by LUC

Provided that the parties herein may be mutual agreements from time to time increase the number of members of the Governing Council. Every question or matter requiring a decision of the Governing Council shall be decided by consensus.

- iv. It is hereby agreed by the parties herein that an administrative committee be set up to co-ordinate the day to day operation of the Program based on the policies and guidelines issued by the Governing Council.
- v. The administrative Committee shall consists of the following:
  - Chairman – Dean
  - Secretary – Associate Dean
  - 2 members – one member appointed by each of the parties herein

#### 5. FEES AND OTHER CHARGES:

- i. Fees: It is hereby agreed that in consideration of IFNMU undertaking to carry out the roles and responsibility contained in this Agreement, LUC shall pay the IFNMU such sums as agreed upon mutually by the Parties herein from time to time in writing and hereinafter referred to as Fees.
  - ii. Payment Terms: LUC shall pay the Fees in respect of each of the students sent out for participation in the MBBS program, Dental programs and Pharmacy programs in every 6 months intervals . IFNMU will impart the academic training only to the students in respect of whom the Fees have been received by it .
  - iii. Fee Revisions: the Fee is subject to revision prior to the commencement of each batch and such revision shall be agreed upon between the Parties herein before the announcement calling for admissions into the Program for every academic session.
  - iv. Payment: Payment shall be made by way of wire transfer to the account of a designated bank as notified by IFNMU from time to time.
6. AUTHORITY; ENFORCEABILITY:

Each party represents that it has the power and authority to make, execute, deliver and perform this agreement and its obligations hereunder; that the execution, delivery and performance of this agreement has been duly authorized by all necessary action; and that this agreement (assuming the due authorization, execution and delivery hereof by the other party) constitutes the valid and legally binding obligations of such party enforceable in accordance with its terms, except as enforcement thereof may be limited by bankruptcy, insolvency, moratorium or similar was affecting creditors' rights and subjects to equitable principles.

7. Duration of the agreement:

It is hereby agreed that duration of this agreement shall be for a period of 12 (twelve ) years unless otherwise terminated in accordance with the provisions contained in Clause 11 of this Agreement. The parties herein may renew this Agreement for further periods which shall be in writing and on such terms and conditions to be decided by the parties herein mutually.

8. CONFIDENTIALITY:

- i. Each party agrees that it shall not use (other than in connection with the running of the program hereunder) or disclosure to any third party (other than its employees, contractors, consultants or agents who need to know such information for purpose of this Agreement) any confidential information (as herein defined) concerning students, methods, processes, or procedures or any other confidential , financial, or academic information of the other party which it learns during the course of this agreement, without the prior written consent of such other party. Each party shall be responsible for any unauthorized disclosure made by any of its employees, contractors, consultants and agents, and each party shall take appropriate action with respect to its employees, contractors, consultants and agents to ensure that the obligation of non-use and non-disclosure of Confidential Information under the agreement can be fully satisfied.

- ii. Confidential Information disclosed by either party to the other shall be protected by the recipient in the same manner and to the same degree (but in no event less than reasonable care) that the recipient protects its own Confidential Information. Each party shall disclose Confidential Information of the other party only to its directors, officers, employees or agents who reasonably need access to such Confidential Information in connection with the negotiation or performance of this Agreement, who have been made aware of the confidential nature of this agreement and who have agreed not to disclose such Confidential Information.
- iii. "Confidential Information" shall mean (i) this Agreement and any proposal by either of the party to the other in connection with the conduct of the program, and (ii) any other information in tangible form and clearly marked as confidential; provided, however, that if such information is not capable of marking, it shall be accompanied by a written notice setting forth a party's claim of its confidentiality. Confidential Information, However, shall not include such information that (i) is or becomes publicly available through no fault of the receiving party, (ii) is already lawfully in such party's possession without obligation of confidentiality, (iii) is independently developed by it, or (iv) is lawfully obtained from third parties. Any violation of the provisions of this Clause 8 may, in addition to any other remedies, be enforced through an injunction or other equitable relief.
- iv. This section will not be violated by either party if disclosure of any Confidential Information is required by law, court order, or rules of procedure, or to enforce this agreement or remedy any breach or alleged breach thereof; provided that, before making any such disclosure, the party obligated to disclose shall notify the other party and shall reasonably cooperate with the party at such party's expenses in attempting to secure confidential treatment of the Confidential Information by the entity to which it is to be disclosed.

#### 9. DEFAULT:

- i. Events of Default. An event of default mean:-
  - a) The failure of LUC to make a payment as provided for in Clause 6 within ten (10) working day following the receipt of written notice from IFNMU of LUC's failure to pay such amount by its due date;
  - b) The failure of a party to cure, within fifteen (15) days following written notice to that party, a material breach of any representation, covenant, or obligation set forth in this Agreement (other than LUC's obligation to pay); or
  - c) A party termination or suspending its operations becoming subjects to any bankruptcy or insolvency proceeding under federal or state law, or becoming insolvent or subject to direct control by a receiver or similar authority.
- ii. Termination upon default. Upon an event of default the non-defaulting party shall have the right, at any time, to terminate or suspend this Agreement. Such right shall be in addition to any other rights or remedies to which the non-defaulting party may be entitled under this agreement, at law, or in equity.
- iii. Ongoing obligations. The obligations of each party pertinent to the following shall survive the termination of this Agreement:

- a) Students enrolled for the program should be facilitated to complete their course of study or suitable alternative provision made;
- b) Confidentiality pursuant to clause 9;
- c) Any payment that are due IFNMU pursuant to this Agreement at that time of such termination; and
- d) Any payments that may become due IFNMU pursuant to this Agreement subsequent to such termination.

#### 10. TERMINATION:

Notwithstanding anything contained in Clause 10 herein above, either of the Parties may terminate this agreement by a notice in writing giving clear time of twelve (12) calendar months and specifying the reasons for termination of the agreement. Once a termination notice is issued, LUC shall not admit students for the new batch for study at IFNMU campus, however, all the obligations of either of the Parties shall continue till the program in respect of the students already studying at IFNMU campus is completed.

#### 11. DISPUTE RESOLUTION AND ARBITRATION:

- i. Either party shall be entitled to declare a dispute relating to the provisions of this Agreement and shall thereupon notify the other party of its intention to invoke the following disputes procedure.
- ii. Any such dispute or difference shall in the first instance be referred to the Chairman of IFNMU and President of LUC for determination. If the chairman and President fail within one month of a reference to them to reach agreement and resolve the dispute or difference the same shall be finally settled by arbitration pursuant to the clause 12 (c).
- iii. Any dispute that is not resolved informally through negotiation between the parties will be resolved by final and binding arbitration conducted in accordance with and subject to the rules arbitration of the international chamber of commerce("ICC") the applicable, as modified herein, and judgment upon the award rendered by the arbitrator may be entered ub any court in Ukraine.
- iv. Either party may initiate an arbitration proceeding by filing a demand at the office of the ICC in Paris, France, but the arbitration proceedings shall be conducted in Malaysia , or any other venue as may be mutually agreed between parties herein.
- v. The parties shall request the ICC to appoint an arbitrator, and such arbitrator shall be a qualified lawyer, accountant or an educationist.
- vi. The arbitration shall be conducted in English, and the arbitrator shall prepare written findings of fact and conclusions of law, which shall be presented to the parties in the English language. The arbitrator shall render an award no later than six (6) months after the date of the last signature on the Terms of References or nine (9) months after the date of the initial request for arbitration is filed.
- vii. The arbitrator shall not add or detract from this agreement, and in no event shall the arbitrator have jurisdiction or authority to issue an award in excess of any contractual limitation of liability as set forth herein or for punitive, exemplary, incidental, indirect, special or consequential damages, or other disallowed damages or claims under this agreement.

- viii. The arbitration proceeding, the facts and circumstances giving use to the arbitration and the terms and conditions of any arbitration award or settlement shall strictly confidential. Neither party shall disclose such information for any reason without the prior written permission of the other party.
- ix. Judgment upon the award rendered by the arbitrator may be entered in any court in Ukraine or an application may be made to such court for a judicial acceptance of the award and an order of enforcement as the case may be.

## 12. MISCELLANEOUS

- i. Assignment or transfers. Neither this agreement nor any rights or obligations hereunder shall be assigned, delegated, or otherwise transferred by LUC without the prior written consent of IFNMU, and any such unauthorized transfer shall be null and void, except IFNMU in its discretion may utilize the services of any of its affiliates to assist IFNMU in fulfilling its obligations hereunder. This agreement shall inure to and be binding upon the successors-in-interest of either party, whether direct or indirect.
- ii. Entire agreement modification: this agreement constitutes the entire agreement between LUC and IFNMU, superseding all previous communications and negotiations, whether written or oral. No modification of this agreement shall be binding unless it is in writing and executed by an authorized representative of LUC, and IFNMU. Without limiting the generality of the foregoing, no terms set forth on any purchase order or like document shall modify, supplement or otherwise amend the terms set forth in this agreement, and any such terms shall have no force or effect.
- iii. Invalid provisions. If any parts of parts of this agreement are held to be invalid, the remaining parts of this agreement shall continue to be valid and enforceable as to parties hereto.
- iv. Notices. Any notice or other communication under this agreement shall be delivered personally, or by facsimile or other electronic means, or sent by registered or certified mail, postage prepaid, addressed as follows:

If to LUC  
Lincoln College  
Mayang Plaza  
Block A, No. 1,  
Jalan SS 26/2,  
Taman Mayang Jaya,  
47301 Petaling Jaya  
Selangor Darul Ehsan, Malaysia

Attention: Dr. Amiya Bhaumik  
Facsimile: (603) 7806 3479

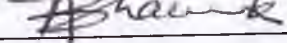
If to IFNMU

Professor Dr Sergiy Fedorov, MD,Ph.D  
Ivano – Frankivsk National Medical University



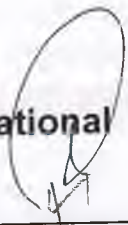
between the terms set forth in this agreement (without reference to or inclusion of the exhibits and supplemental agreement) and any exhibit or supplemental agreement, the terms set forth in this agreement (without reference to or inclusion of the exhibits or supplemental agreement) shall prevail and take precedence. IN WITNESS WHEREOF, the Parties herein have caused their authorized representatives to execute this Agreement in duplicate as of the day and year first above written.

LINCOLN UNIVERSITY COLLEGE (MALAYSIA)

By:   
Name: Dr Amiya Bhaumik  
Title: CEO  
Date: 01.12.2011



Ivano – Frankivsk National Medical University (UKRAINE)

By:   
Name: prof. Myckola Rozhko  
Title: Rector  
Date: 01.12.2011

