

This Memorandum of Agreement (MoA) is executed on **1st of June 2023** by and between;

HEALTHVARSITY, (which is hereinafter referred to as "**HV**"), established in 2022, having its address registered address at **Unit 3D, North Point House, North Point Business Park, New Mallow Road, Cork T23AT2P, Ireland**, (hereinafter referred to as "**HV**") and of the **FIRST PARTY**;

Tehran University of Medical Sciences (TUMS) is a University having address at No. 21, Dameshgh St., Tehran 14167-53955, Iran (hereinafter referred to as "**TUMS**") and of the **SECOND PARTY**;

HV and TUMS are hereinafter collectively referred to as "**Parties**" and individually as "**Party**".

WHEREAS:

- A. The **HEALTHVARSITY** is founded by Dr. Thumbay Moideen a leading educationist based in the UAE. Healthvarsity is poised to be the largest health and wellness professionals Online Health Education Company. Our partnerships with renowned Medical / Health / Wellness Universities / Certification Bodies / Professional organizations from around the globe enable us to present the best courses to our students and help them to meet their learning goals.
- Healthvarsity aims to offer a comprehensive online educational platform for medical and healthcare professionals to pursue their career paths. With online short courses and certificate programs for doctors, nurses, health and wellness professionals, we bring to you updated content carefully curated to meet your educational needs.
- B. Founded in 1851 as part of the Institute of Higher Education (Dar-ol-Fonoon), **TUMS** is the oldest and most well-known medical center in Iran, nationally as well as internationally. TUMS, as one of the country's top research universities, accepts applications from the most qualified students. It also has the largest schools of medicine, dentistry, pharmacy, rehabilitation, allied medical sciences, public health, advanced technologies in medicine, nutritional sciences and dietetics, and nursing and midwifery in Iran as well as a virtual school. Over a hundred specialized research centers such as Science and Technology in Medicine, Rheumatology, Auditory, Digestive Disease, Skin Diseases and Leprosy, Trauma, Hematology and Oncology, Cardiovascular Diseases, Endocrinology and Metabolism, Reproductive Health, Urology, Immunology, and Asthma and Allergy are under the immediate supervision of this university.

THEREFORE, in consideration of the foregoing and the mutual promises made herein the parties agree as follows:

1. DEFINITIONS

In this MoA, the following terms shall have the meanings ascribed to them below.

- a. **Online Courses** mean a set of topics or lessons on a particular subject, usually leading to an assessment and/or certification offered to individuals and institutions.
- b. **TUMS-owned Online Courses** means the online courses that are owned by TUMS.
- c. **Course Materials** mean the digital or electronic format of content such as Texts, Images, Audio, Videos, Assessments, Certifications, etc.
- d. **Assessments** mean tests that are included as part of the courses for the course subscribers (learners) to take up online to evaluate their performance.
- e. **Certifications** mean certificates that are offered to the course subscribers (learners) after the successful completion of courses.
- f. **Revenue** means all revenues received by HealthVarsity from the sale of Courses.
- g. **Service Provider** means University / Lecturer who can upload course content (Documents, Text, Messages, Video, Audio) only in the HV Platform. They can able connect to the Customer (Recipient of the Service) only through the HV Platform.
- h. **Customer** means the Recipient of the services can avail of the online education services of the HV Platform from anywhere in the world
- i. **The principal means HV**, who retains the right to sell the online educational courses to the end user only in the HV platform whilst continuing to be a disclosed agent; it will need to take into the principal role with the Customer. A principal role with the Customer is, in effect, granting HV the right to sell the course on behalf of the supplier (Service Provider), where HV buys the course from the supplier and sells it to the Customer. HV is a disclosed agent acting as a Principal on the online course sale.

2. SCOPE

- a. **The parties, whilst recognizing the obligations and policies of each other, agree to work together to promote, sell and distribute the online courses of TUMS.**
- b. **TUMS is the owner of the IPR of all the course materials that are provided by TUMS.**

3. Course Eligibility Criteria

In view to the Guide to Instructors document, course providers are expected to consider the following criteria to upload courses to HealthVarsity platform:



3.1 Essential criteria (Must have):

- a. Description: A short (up to 30 characters) and an attractive title is important to engage the learner. You may phrase the title in the form of a question.
- b. Level of the course: Courses can be of three categories for: Beginners, Intermediate and Advanced.
- c. Learning outcomes: A list of 3-4 learning outcomes of the course that the audience may expect to achieve by the end of the online course.
- d. Recordings: The course should be recorded (or edited) into sections. Each section includes multiple ultra-short micro-lectures (up to 7 minutes each). Each one addresses one concept, principle, or procedure step with a clear subheading structure.
- e. Intro. video: Each course should have an intro. video of 1-3 minutes to act as a trailer for the course and motivate learners to be enrolled.
- f. Assessment: A list of 10-20 MCQ questions to validate learning and issue the course certificate on course completion.
- g. Biodata: A short description of the background and qualifications of each instructor (up to 100 characters). The course may include more than one instructor.
- h. The total duration expected to complete the course should be provided.

Preferred criteria (Nice to have):

All of the above criteria including the following:

- I. The learning outcomes are aligned with sessions or micro-lectures so that learners can navigate the micro-lectures.
- J. A list of learning resources is provided for further study, in the form of articles, links, ... etc. These resources have to be royalty-free or open-access.
- k. The assessment questions are mapped with each section of the course to provide feedback to the learners of their learning gaps and refer to specific learning materials.
- l. Course developer(s) included animations/motion graphics to advance the engagement of the learners and facilitate knowledge retention and transfer.
- m. Course completion criteria (requirements from each topic or section to complete the course) to issue the certificate at the end.
- n. Some courses may require learners to submit a project or an assignment that can be assessed by expert tutors or instructors before certificate awarding.

3.2. Pricing of Courses

3.2.1 For existing courses on other platforms, the access fees on HealthVarsity should be 10-20% less than the announced one on the original platform. This will be the *standard fee* offered on HealthVarsity.

3.2.2 For new courses that have not been yet priced by the provider, HealthVarsity team will propose a reasonable and competitive fee structure in view of the market needs, duration of the course and the caliber of the instructor(s) and the reputation of accrediting body.

4. TERMS AND TERMINATION

- a. **Term.** This MoA shall commence on the Effective Date and will continue for a minimum period of three (3) years.
- b. **Termination.** Each party may terminate this contract at any time, with or without cause, by giving the other Party thirty (30) days' written notice to terminate.
- c. **Effect of Termination.** Upon expiration or termination of this MoA, the rights and obligations under clauses 'Confidentiality' and 'Intellectual Property Rights' shall survive and continue and shall bind the parties and their legal representatives, successor and assigns for a period of three (3) years from the date of Expiry or Termination of the MoA.
- d. **Retention of Online Courses.** Upon termination of this MoA, TUMS remove all the Online Courses from HealthVarsity Platform for sale, and TUMS Agree to continue to maintain the Course Study Materials, Assessments, and the digital copies of the Certificates to provide continuing access to or re-downloads of the Online Courses and Certificates or otherwise support customers who have purchased a Courses prior to termination or suspension of this MoA.

5. OBLIGATIONS OF HV:

HV through their education wing shall create a User Account in their online LMS for TUMS to:

- a. Upload course materials for the online courses given by TUMS
- b. Track and monitor the sales of online courses in real-time.
- c. HV will hold control on the Database of Suppliers and Customers.
- d. Access the profiles of course subscribers/customers.
- e. HV shall promote, sell and distribute the Online Courses of TUMS through its marketing Platforms.
- f. HV shall collect payments for the Online Courses as per the prices agreed between the parties through the Online Payment Gateway of HV. HV shall provide the required infrastructure, technologies, and platform to deliver the Online Courses including assessments if any.
- g. The Online programs will be joint offerings with the certificates with TUMS and HV Education wing Logo.

6. Obligations of TUMS

TUMS shall be granted access to the HV nominated Education LMS to:

- a. Provide proper SCROM compliant online courses to HV which includes required metadata such as Course Title, Instructor Name, Course Description, assignment questions and test packages in Multiple Choice Questions (MCQ) format for all the courses, so that the course subscribers can be assessed for certifications.
- b. Upgrade or update (if any) to the said content on regular basis for the entire duration of the MoA.

- c. A course coordinator shall be appointed by TUMS and shall help the Customer to complete the courses and provide any kind of support required.
- d. TUMS shall have permission to use the HV / Education Wing of HV logo in its promotion of the online courses through its websites and other means of promotional and marketing activities and making sure that the cost of the courses will be the same as the prices quoted by HV / Education Wing in its home portals also.
- e. TUMS will support HV with all information and support required for all matters related to Accreditation, Recognition etc for its courses.
- f. Where ever face to face interactions are required or physical classes need to be conducted, TUMS will provide all necessary support to HV and the Customer will pay additional costs.

7. INTELLECTUAL PROPERTY RIGHTS

- a. TUMS shall exclusively own all rights, titles, and interests in and to the HV platforms.
- b. HV is the owner of its brand name and logo including of the associate Education Wings, and HV authorizes TUMS to use its brand name and logo to create a co-brand.
- c. HV authorizes TUMS to use its brand name and logo to promote, sell and distribute the courses offered by both Parties.

8. BILLING AND PAYMENTS

HV will collect the payments for the online courses that are sold through the HV LMS Platform using its built-in payment gateway. All the collection from the Customer will hit only to Bank Account of HV.

HV is also responsible for arranging for and processing refunds, and Payment to be released to the content contributors shall not be subject to the Customer completing the full course.

HV will raise the Receipt, Commercial/Tax Invoice and Tax Credit Notes, as appropriate, to the Customer only through the HV Platform as per VAT UAE Laws and Regulations.

The supplier and the HV "intermediary Principal" must separately charge VAT applicable on the supply of the underlying goods or services and must account for this VAT to the FTA in their own VAT returns, as determined to be applicable by each Party.



From the UAE's VAT perspective, HV as a disclosed agent acting as a principal on the sale of the online course, will have supplier obligations towards the end user/buyer of the online course, similar to the undisclosed agent relationship with the Customer.

When selling the course to HV, the course supplier is responsible for determining the VAT application/ and related compliance with UAE VAT Laws, including and without failure issuing the appropriate commercial or tax Invoice to HV.

All online courses will be sold with the applicable taxes.

- a. HV shall pay TUMS 50% of the Net Revenue received by HV from the registration of courses offered. (*Net Revenue means the gross Course fee less any discount offered, Less refunds less bad debts if any, Less applicable taxes, less amount due to fraud*)
 - Course fee of the Online Courses: To be agreed upon.
 - The revenue share of 50/50 will apply to all courses sold by HV on its own platforms.
 - HV shall pay TUMS its share every quarter (after deducting any refunds and penalties) based on the revenue actually received during the period.
 - The service Provider (Supplier) should submit the Commercial/Tax Invoices / towards the sale of the online course to HV and the Payment request to claim their portion of the agreed share.

Please note* - Cost of pricing of any courses should not be more than what the content contributor charges on their home platform or any other platform related or complimentary to it, and if any discounts or special rates in any manner are provided it shall be reflected for and on Healthvarsity platform or website without any exceptions in any manner whatsoever.

- b. Second Party shall raise the Invoice for its share upon the Customer registration.

9. CONFIDENTIALITY

From time to time during the Term, either Party (as the "Disclosing Party") may disclose or make available to the other Party (as the "Receiving Party") information about its business affairs and services, confidential information and materials comprising or relating to Intellectual Property, trade secrets, third-party confidential information, and other sensitive or proprietary information, as well as the terms of this MoA, whether orally or in written, electronic or other form or media, and, whether or not marked, designated or otherwise identified as "confidential" (collectively, "Confidential Information").

Confidential Information shall not include information or data which:

- a. is in or comes into the public domain or generally available to the public in any way without breach of this MoA by the Receiving Party; or
- b. the Receiving Party can show that such information or data was in its or its Representatives possession or within in knowledge or its Representatives' knowledge by being in its use or being recorded in its files or computers or other recording media prior to receipt from the Disclosing Party and was not previously acquired by the Receiving Party from the Disclosing Party under an obligation of confidence; or
- c. the Receiving Party obtains from a source other than the Disclosing Party without breach by the Receiving Party or to the best knowledge of the Receiving Party, such source or any obligation of confidentiality or non—use towards the Disclosing Party; or
- d. is disclosed by the Receiving Party (i) with the prior written approval of the Disclosing Party, or (ii) without such approval, after a period of one year from the date of expiry of the validity of the MoA.

10. Governing Law.

This MoA shall be governed by and construed and interpreted in accordance with the laws of United Arab Emirates and Islamic Republic of Iran.

11. Termination

Each Party may **unilaterally** terminate this MoA by providing thirty (30) calendar days written notice to the other Party without cause or damages.

12. Miscellionous



12.1 HealthVarsity (HV) offers 60 days for course completion once the Customer pay the course costs. Following that, whether or not the Customers were successful in finishing the course, HV will be prepared to pay partners their share of revenues in accordance with the mutual MoA upon invoicing on a quarterly basis.

12.2 Both parties shall jointly determine the price or fees of the course(s) in their permitted limits as they deem necessary.

13. Dispute Resolution.

Any difference or dispute between the Parties concerning the interpretation and/or application of any of the provision of this Memorandum of Understanding shall be settled amicably through mutual consultation and/or negotiations between the Parties without reference to any third party.

IN WITNESS WHEREOF both the Parties through their duly authorized representatives signed this MoA on the day, date, month, and year first herein above mentioned.

<p>Authorised Signatory for and on behalf of Healthvarsity:</p> 	<p>Authorised Signatory for and on behalf of Tehran University of Medical Sciences:</p>
<p>Dr. Thumbay Moideen Founder President Healthvarsity</p> 	<p>Dr. Mohammad H. Ayati Vice Chancellor Office of Global Strategies and International Affairs</p> 