

MEMORANDUM OF AGREEMENT

THIS MEMORANDUM OF AGREEMENT (MoA) is formalized on DDMMYYYY
“Effective Date”

By and Between

INDIAN COUNCIL OF MEDICAL RESEARCH, an apex body in India for formulation, coordination and promotion of biomedical research under the Department of Health Research, Ministry of Health & Family Welfare, Government of India, registered at V. Ramalingaswami Bhawan, Ansari Nagar, Post Box 4911, New Delhi – 110029, India (hereinafter referred to as “**ICMR**” which expression shall include its successors and assignors unless the context requires a different construction) of the **FIRST PART**;

AND

(**Name of Company** _____), incorporated under Companies Act, 2013, having its registered office at (address _____), India (hereinafter referred to as ‘**COMPANY**’ which expression shall wherever the context so admits include successor-in-interest, liquidators, its administrators and permitted assignees) of the **SECOND PART**.

ICMR and (**Name of Company** _____) are hereinafter collectively referred to as the “Parties” and individually as the “Party”.

WHEREAS:

- A.** The **COMPANY** has developed a technology/kit (details of kit) _____ for Tuberculosis (hereinafter referred to as the “**PRODUCT(S)**” with potential for screening and/or diagnostics _____ of Tuberculosis. **COMPANY** has approached **ICMR** for facilitating technical and clinical validation of the **PRODUCT(S)** nation-wide, hereinafter referred to as “**PROJECT**”.
- B.** Considering that the **PRODUCT(S)** has the potential for absorption in the National TB program and therefore may have large scale societal impact, **ICMR** through its TB Consortia has agreed to support the **COMPANY** in undertaking validation &/ or operational feasibility of the **PRODUCT(S)** to evaluate their feasibility and potential.
- C.** **ICMR** shall act as National Coordinating Center for the **PROJECT**, hereinafter referred as “**NCC**”, and **ICMR** has agreed to facilitate the Multi-Centric Validation study for facilitating independent validation of the above **PRODUCT(S)** through its identified (4 or more) Institutes or any other Institute identified by **ICMR** hereinafter collectively referred to as “**SITES**” and individually as the “**SITE**”.
- D.** **ICMR** has agreed for extending support to the **COMPANY** for independent validation of the **PRODUCT(S)** through development of the technical proposal, selection of the sites and detailed review of the technical proposal by its Expert Committee.
- E.** The **COMPANY** has agreed to undertake validation and subsequently operational feasibility study, if required, of the **PRODUCT(S)** through **ICMR** support and make available the **PRODUCT(S)** for absorption in National TB program at discounted price at ₹ _____ (including GST) as mentioned further in Schedule-1 to enable wider outreach and its adoption for Societal benefit;

F. ICMR, through its Medical Device and Diagnostics Mission Secretariat (herein after referred to as “**MDMS**”) has agreed to provide hand-holding support towards techno-legal & Strategic Collaborations for enabling smooth functioning of the PROJECT as per terms of this MoA.

NOW THEREFORE, COMPANY and ICMR, each in consideration of the covenants and agreements of the other and intending to be legally bound, agree as follows:

1. REPRESENTATIONS AND WARRANTIES OF THE COMPANY

The COMPANY represents and warrants the following:

- 1.1** The COMPANY has all requisite authority to enter into this Agreement and to perform and fulfill its obligations under this Agreement;
- 1.2** The execution and delivery of this Agreement and the performance or fulfillment of the COMPANY’s obligations under this Agreement will not conflict with, or result in a breach of, or constitute a default under, or require the consent of any third party under any applicable laws, Agreement or instrument to which the COMPANY is bound;
- 1.3** There are no pending or threatened lawsuits, actions, or any other legal or administrative proceedings against the COMPANY, its promoters, or directors which, if adversely determined against them, would have a material adverse effect on the ability of the COMPANY to perform its obligations under this Agreement.

2. SCOPE OF WORK

This MoA is being executed for undertaking validation and feasibility analysis for the use of the “**PRODUCT**” for screening and detection of Tuberculosis and it shall be implemented in a phased manner by the parties provided hereunder;

Phase I: The validation of the PRODUCT(S) will be carried out by ICMR as NCC at its identified Institutes “**SITES**” viz. _____ or any other Institute “**SITE**” identified by the ICMR for detection of MTB and/or drug resistance to MTB as per the approved protocol by ICMR’s expert committee on TB diagnostics. Upon validation of the PRODUCT, the study will move to the next phase i.e., **Phase- II** for operational feasibility, if required.

Phase II: Operational feasibility study of the PRODUCT(S) under any of the Institute(s) identified by ICMR may be completed within a _____ months’ period.

3. OBLIGATIONS OF THE COMPANY

- 3.1** In consideration of the mutual covenants hereunder, the COMPANY hereby agrees to provide the above PRODUCT(S) along with the specific comparator if any, reagents, consumables and other essential items for the PRODUCT(S) to use for detection/ screening of TB at no cost to ICMR Institute or any other institute identified by ICMR for the validation study as per the study protocol.

- 3.2 The COMPANY will cover the maintenance and accidental damage by appropriate insurance and will repair/replace the unit(s) immediately when so needed and provide complete backup support to enable ICMR to successfully complete the study at all SITES. There will be no financial or other obligation(s) to ICMR during or after the proposed duration of the Agreement.
- 3.3 The COMPANY agrees to provide the necessary safety items for the operator technician for ensuring patient care and safety with each device (If required).
- 3.4 The COMPANY will provide training to the recruited manpower for managing and operating the PRODUCT(S).
- 3.5 The COMPANY hereby, declares that the PRODUCT(S) has been considered safe for its designated use of performing the requisite test(s) as per the sanctioned project objectives.
- 3.6 Notify ICMR of any material change in its incorporation status, shareholding, Project Coordinator or any such change that would impact the performance of its obligations under the PROJECT and this Agreement. In case of any consents required from ICMR with respect to such material change, then ICMR shall not withhold the same unnecessarily and shall provide such consents promptly.
- 3.7 Not assign or transfer the PRODUCT(S) interests/ rights to any third party directly or indirectly without prior written consent from ICMR till full and final settlement of all dues to the satisfaction of ICMR.
- 3.8 The COMPANY shall be responsible for complying with all the regulatory approvals as and when made applicable by respective laws in India.

4. OBLIGATIONS OF ICMR

- 4.1 ICMR will help the COMPANY in finalizing the approved protocol for each of the specific test kit, help drafting SOPs for the studies, and provide all technical support for undertaking operational part of the study.
- 4.2 ICMR shall be nodal centre for coordination of the study. Field trials shall be carried out on clinical samples of TB patients at participating Institutes/SITES: viz. ---, or any other Institute as identified by ICMR, if required.
- 4.3 Each SITE will ensure the intended use of kit for which the Agreement is being made and will not use it for any commercial purposes. Each SITE will conduct the validation study as per the agreed protocol and will share the anonymized findings with the ICMR (NCC) along with the report which will be shared with the “COMPANY” after review by the Expert Committee. Each SITE will return the devices if provided by the COMPANY for testing the kits, after the end of Agreement period if/whenever requested by the “COMPANY” within reasonable time of such request. There is no obligation on any party to enter into a purchase process after the Agreement is over.

- 4.4 ICMR & each SITE shall maintain and provide complete and accurate records and all supporting documentation as sufficient and necessary by the requirements as may be provided under this Agreement in such connection.
- 4.5 The implementing SITES and ICMR shall take all measures necessary to ensure secrecy and confidentiality of confidential and/proprietary information relevant to the COMPANY as well as the patients, including such other or additional measures as may be required.
- 4.6 ICMR shall provide handholding support to the COMPANY through ICMR-Medical Device and Diagnostics Mission Secretariat for techno-legal management including strategic collaborations, technical inputs if required etc. for the PROJECT as per ICMR guidelines.
- 4.7 ICMR, through its Expert Committee on TB Diagnostics shall evaluate the reports of the validation study and give recommendations on its successful completion for extension of the Study to the next phase.

5. COMMERCIALIZATION FOR SOCIETAL IMPACT

- 5.1 ICMR shall be the apex body to oversee and monitor the progress of the PROJECT.
- 5.2 It shall be the responsibility of the COMPANY to make every effort to commercialize the PRODUCT(S) at discounted price. The COMPANY agrees to provide the PRODUCT(S) on priority for the National TB Elimination Program (NTEP) as mentioned in Schedule-1 @ ₹ _____ (Including GST) only to ensure the availability of the PRODUCT(S) for use at lowest price in the National Program.
- 5.3 The COMPANY agrees to keep the price of the PRODUCT(S) fixed at the reduced prices mentioned in clause 5.2 above or further reduce, for supplies in the National TB Elimination Program and research purposes.

6. ROYALTY PAYOUTS AS PER ICMR GUIDELINES

- 6.1 After validation, if the COMPANY sells the PRODUCT(S) it shall pay Royalty amount @ 5 % (five percentage) payable on Net Sales unending to ICMR, of the income resulting from such transfer/sale/assignment or lease of the PRODUCT(S) to all Indian government agencies, all Non-Government agencies including applicable taxes, as certified by the Chartered Accountant. In case of the transfer of the product rights to the third party, the COMPANY will make all efforts to ensure that the Royalty clause is a part of the transfer and royalty disbursement will continue as per MoA. Royalty for the purpose of this agreement will be defined as the amount payable to ICMR on all net sales including foreign sales. The royalty payment from foreign sales will be applicable, if the validation data arising out of this Agreement or ICMR name is used for the sales or approval purpose.
- 6.2 “Net Sales” shall mean Revenue from sales of goods or services by all ICMR Grantees/ Licensees/ Sub-licensee(s) based on the net sales realization from

operations, net of discounts and indirect taxes, as defined by the Cost Accounting Standards - 24 and certified by the Chartered Accountant.

- 6.3** Submit audited books of accounts and invoices pertaining to the Product (s) to ICMR within 30 days after submission of the balance sheet to Registrar of Companies (“ROC”) till full and final settlement of all Royalty dues to the satisfaction of ICMR. However, such audited books of accounts shall be submitted only once a year on financial year closing and midyear payment of 30th September will be based on provisional statement of accounts duly certified by accounts department of the COMPANY.
- 6.4** The COMPANY agrees that the Royalty @ 5 % (five percentage) on Net Sales of the PRODUCT(S) shall be paid to the ICMR on half yearly basis as entered in the books of account maintained by the COMPANY, up to 31st March and up to 30th September respectively, every year regularly and punctually and in any event not later than the first day of January and first day of July immediately following in every such year provided that the liability of the COMPANY to pay royalty under and in terms of this sub-clause shall accrue upon the commencement of the commercial sale of the PRODUCT(S) ("Royalty"). These reports shall show for period in question based on Net Sales made by the COMPANY and its Affiliates, if any, of the PRODUCT(S), details of the quantities of the PRODUCT(S) sold, Net Sales made by the COMPANY and the royalty due to ICMR from sales of the PRODUCT(S).
- 6.4** Before 30 days from the last day of a Royalty Period due, the COMPANY must send to ICMR a written statement for the Royalty Period to which the statement relates, in the following format:

To be provided for each PRODUCT(S)					
PRODUCT(S) NAME	Gross Unit Sale Price (₹)	Quantity Sold (Numbers)	Net Sales value	5 % of Royalty Payable	Royalty Amount (₹)

- 6.5** In the event of default in payment of royalty as above, interest @ 12% (Twelve percentages) per annum on the Royalty due shall be charged for the first six months to the COMPANY. If default persists for more than six months, interest at similar rate will be charged to the COMPANY on the accrued interest also from the due dates of payments till realization/recovery of such amounts by the ICMR. Taxes and levies, as made applicable by the Government, shall be charged at the time of payments made to ICMR over and above the payments mentioned in this Agreement.
- 6.6** The amount of Royalty payable by the COMPANY shall be paid by means of an account payee crossed cheque OR electronic mode OR Demand Draft drawn in

favor of 'Director General, Indian Council of Medical Research' payable at 'New Delhi'.

7. CONFIDENTIALITY

7.1 During the tenure of the Agreement, the Parties undertake to maintain strict confidentiality and refrain from disclosure thereof, of all or any part of the information and data exchanged/generated from the PROJECT under this Agreement for any purpose other than purposes in accordance with this Agreement. It shall be the responsibility of the Parties to ensure maintenance of such confidentiality including on behalf of their employees, representatives and associates involved in the PROJECT. This, however, precludes making announcements from time-to-time about the start, progress and closure of the PROJECT.

7.2 The Parties shall not have any obligation of confidentiality with respect to any information that:

7.2.1 is in the public domain by use and/or publication at the time of its disclosure by the disclosing party; or

7.2.2 was already in possession of the recipient prior to receipt from the disclosing party; or

7.2.3 is properly obtained by the recipient from a third party with a valid right to disclose such information and such third party is not under confidentiality obligation to the disclosing party; or

7.2.4 was disclosed to any third party on a non-confidential basis prior to commencement of the Project; or

7.2.5 was developed by the recipient, as established by acceptable written record, independently of the disclosure of information by the disclosing party; or

7.2.6 is required by public authority, by law or decree.

8. SURVIVABILITY

If at any point one or more terms and conditions within this Agreement are deemed to be unenforceable or void, the Parties agree to substitute a similar term or condition to replace the defective one.

9. WAIVER

The failure to enforce or uphold any aspect of this Agreement shall not constitute a waiver of any other aspect of the Agreement.

10. GOVERNING LAW AND DISPUTES SETTLEMENT

In the event of any dispute or difference between the Parties hereto upon or in relation to or in connection with this Agreement, such dispute or difference, shall be resolved amicably and in good faith by mutual consultation.

If such resolution is not possible, then the unresolved dispute or difference whatsoever arising between the Parties out of or relation to the construction, meaning, scope, operation or effect of this agreement or the validity the breach thereof or in respect of

any defined legal relationship associated therewith or derived there from dispute shall be submitted for arbitration to International Centre for Alternate Dispute Resolution (ICADR), an autonomous organization working under the aegis of the Ministry of Law & Justice, Department of Legal Affairs, Government of India. The Authority to appoint the arbitrator(s) shall be the ICADR. The Arbitration under this Clause and provision of administrative services by ICADR shall be in accordance with the ICADR Arbitration Rules, 1996 read with the New Delhi International Arbitration Centre Act 2019 (NDIAC) therewith. The award made in pursuance thereof shall be binding on the Parties. The venue of arbitration shall be New Delhi and the arbitration proceedings shall be conducted in English Language. The provision of this Clause shall not become inoperative notwithstanding the Agreement expiring or ceasing to exist or being terminated or foreclosed.

11. NO LIABILITY

In case of any legal or tax related issues arising between COMPANY & concerned authorities related to sales, etc. or any other terms of this Agreement, ICMR will have no bearing on the same and such matters shall be exclusively dealt by the COMPANY.

12. RELEASE AND INDEMNIFICATION

12.1 Release

- a) The COMPANY unconditionally releases ICMR including its Institutes, study sites, officers, employees, sub-contractors, and agents absolutely from and against all actions, claims, proceedings or demands and in respect of any loss, death, injury, illness or damage (whether personal or property, and whether special, direct, indirect or consequential, including consequential financial loss) suffered by the COMPANY's, its affiliates, any sub-licensee(s) or any third party arising out of such party's Commercialization or use of the PRODUCT(S)s, or the Intellectual Property.
- b) To the full extent permitted by law, ICMR, its Institutes, study sites, and its officers, employees, sub-contractors, and agents will not be liable to the other for any special, indirect or consequential damages, including consequential financial loss arising out of the Commercialization or use of the PRODUCT(S)s or the Intellectual Property, by the COMPANY.

12.2 Release and confidentiality

Clause 12 does not apply in relation to any breach of any obligation of confidentiality in this Agreement.

12.3 Indemnification

The COMPANY hereby indemnifies and agrees to keep ICMR, its Institutes, study sites, and their officers, employees, sub-contractors, and agents indemnified from and against: (i) all actions, claims, proceedings or demands (including those brought by third parties) which may be brought against any of them, whether on their own or jointly, in respect of any loss, death, injury, illness or damage (whether personal or property, and whether special, direct, indirect or consequential, including consequential financial loss) arising out of the Commercialization or use of the Intellectual Property, or any PRODUCT(S), on or after the date of this Agreement; and/or (ii) any breach

of any provisions of this Agreement, including of the representations and warranties contained herein, any and all misrepresentation, liabilities, obligations, commitment to make any payment, covenants, or agreement of the COMPANY contained in this Agreement; and/or (iii) any violation of the applicable laws.

13. EFFECTIVE DATE

The Agreement shall be effective for a period of 3 years from the date of signing of the Agreement (“Effective Date”) unless otherwise extended by PARTIES. In the event the Parties affix their signatures to this Agreement on separate dates, the Agreement shall be effective from the date on which the last set of signatures is affixed thereto. Two copies of the Agreement shall be signed by each of the Parties and one copy each shall remain in the custody of each Party.

14. TENURE OF THE AGREEMENT

The Agreement shall be effective from the effective date as per clause 13, supported under the Program/project. The Agreement will be valid from the Effective Date for a period of three (3) Years which may be extended as per requirement, in line with the ICMR project tenure. In case of Foreclosure/Termination of the Project as per terms of this Agreement, the Agreement shall be valid till the date of the Foreclosure/Termination Letter issued by ICMR. Notice period of one month shall be applicable for termination of the MoA.

15. AMENDMENTS TO THE AGREEMENT

No amendment or modification of this Agreement shall be valid unless the same is made in writing by the Parties or their authorized representatives specifically stating the same to be an amendment of this Agreement. The modifications shall be effective from the date on which they are made/executed unless otherwise agreed to.

16. NO JOINT VENTURE

Nothing contained in this Agreement will be construed as creating a joint venture, agency, partnership or employment relationship between the Parties hereto, nor will any Party have the right, power or authority to create any obligation or duty, express or implied, on behalf of the other Party.

17. SEVERABILITY

In case any one or more of the provisions or parts of a provision contained in this Agreement shall, for any reason, be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision or part of a provision of this Agreement; and this Agreement shall, to the fullest extent lawful, be construed as if such invalid or illegal or unenforceable provision, or part of a provision, had never been contained herein.

18. DATA RIGHTS AND DATA PRIVACY

ICMR shall have the rights on the data generated during the collaboration and shall be free to use the data for the purpose including further research and training purpose. COMPANY shall take reasonable steps to prevent ICMR data, documents or other ICMR confidential and proprietary information from unauthorized usage or falling into unauthorized hands. COMPANY shall ensure that company personnel working

on such assignment shall sign appropriate agreement (acceptable to ICMR) to prevent unauthorized usage and disclosure of specific data documents or other ICMR confidential and proprietary information thereof. In case patient data is being used by COMPANY it must ensure that the data is anonymized and it must ensure to strictly abide by the provision of IT Act, 2000 while dealing with such data.

19. PUBLICATION, BRANDING AND ACKNOWLEDGEMENT

19.1 The ICMR along with sites will take a lead in publishing the data emerging out of the study.

19.2 The Company agrees to duly acknowledge under this Agreement along with a “Disclaimer” that reference therein to any specific commercial product, process, views or service by trade name, trademark, manufacturer, or otherwise does not necessarily constitute or imply its endorsement, recommendation, or assuming liability of any sort.

19.3a The COMPANY shall at its own cost affix a label or plate or inscribe in a conspicuous manner upon every box or packet containing the PRODUCT(S) its components and spares the legend or inscription PRODUCT(S) validated by ICMR with ICMR logo. Similarly, every advertisement, publicity material/customer literature/hoardings etc. in respect of the PRODUCT(S) shall include the same legend in bold letters as aforesaid, at a conspicuous place in such advertisements/publicity material/customer literature/hoardings, etc.

19.3b The COMPANY shall be permitted to use the ICMR Logo following approval by the Competent Authority, ICMR and as per the Brand Guidelines of ICMR.

20. INTELLECTUAL PROPERTY RIGHTS

20.1 Background Intellectual Property (BGIP) of the parties shall always remain the sole and exclusive property of the Party generating the BGIP.

20.2 All Intellectual Property Rights (IPR) generated during collaborative development under the PROJECT shall be jointly owned by the Indian Council of Medical Research, New Delhi and the COMPANY. ICMR shall assist and shall be responsible for filing of jointly owned IP coming out from the Project.

21. PRESS RELEASE AND PUBLIC ANNOUNCEMENTS

21.1 Prior intimation must be given by the COMPANY to ICMR before making any press releases, public announcements, or media statement with respect to the PRODUCT(S) that has been given grant-in-assistance by ICMR as per this AGREEMENT.

21.2 ICMR reserves the rights to make any modifications for incorporation by the COMPANY in the Proposed Publication/Press Release, if so required.

22. ENTIRE AGREEMENT

This Agreement as well as any exhibits attached shall for all considerations be the entire Agreement for the properties listed. Furthermore, this Agreement will take precedence over any and all previous Agreements including, but not limited to, any oral or written Agreements between the Parties.

23. NOTICES AND JURISDICTION

23.1 All notices and other communications required to be served on the COMPANY including for violation of the terms of this Agreement shall be considered to be duly served if the same shall have been delivered either in person, via courier, or via registered mail to the COMPANY at its address as stated below.

COMPANY

(Name with details)

Similarly, any notice to be given to ICMR shall be considered as duly served if the same shall have been delivered by registered mail to ICMR and the COMPANY at their addresses as stated below:

ICMR

Director General
Indian Council of Medical Research
V. Ramalingaswami Bhawan,
Ansari Nagar, Post Box 4911,
New Delhi – 110029

Copy to:
Dr. Nivedita Gupta
Head ECD
Indian Council of Medical Research
V. Ramalingaswami Bhawan,
Ansari Nagar, Post Box 4911,
New Delhi – 110029

23.2 Subject to the provisions of Clause 10 hereof, the Courts at New Delhi shall have exclusive jurisdiction in all matters concerning this Agreement including any matter arising out of the arbitration proceedings or any award made therein.

24. TERMINATION

The Agreement shall stand terminated if the company breaches any obligations committed under this Agreement and that such breach in obligations is not rectified within thirty days of notification made by ICMR to the COMPANY to rectify the breach.

25. FORCE MAJEURE

Notwithstanding anything contained in this Agreement, neither Party shall be liable for any delays or failures in performance due to Force Majeure. Each Party shall, if possible, promptly notify the other if it is affected by Force Majeure. The Party notifying the Force Majeure shall inform the other Party of all the steps the notifying Party has taken or intends to take to mitigate the consequences of Force Majeure and to minimize damages and to resume operations or to perform obligation of their part. If the Force Majeure prevails for a continuous period of more than thirty (30) days, the Party other than the Party claiming the Force Majeure may terminate the Agreement immediately by giving notice in writing. Force Majeure for the purpose of this Agreement shall mean any occurrence which cannot reasonably be forecast or provided against, and which cannot be predicted by persons of ordinary prudence and includes war, Act of God, lockdown imposed by concerned authorities (unless specifically been allowed as an essential services), armed conflict, hostile attack, insurrections, terrorist activities, riot, sabotage, embargo, fire, flood, explosion, earthquake, typhoon, cyclone, super cyclone or other nature of calamity or strike, lockout or other labour disturbance provided it does not extend only to the Parties, civil commotion.

26. SURVIVAL CLAUSE

Notwithstanding the termination of this Agreement, as per terms of the clause 14 & 24 above, the following clauses shall survive and continue to have effect:

26.1 Clause 5 (**‘Commercialization for Societal Impact’**)

26.2 Clause 6 (**Royalty**) unending

26.3 Clause 7(**‘Confidentiality’**)

26.4 Clause 8 (**‘Survivability’**)

26.5 Clause 10 (**‘Governing Law and Disputes Settlement’**)

26.6 Clause 11 (**‘No Liability’**)

26.7 Clause 12 (**‘Release and Indemnification’**)

26.8 Clause 16 (**‘No Joint Venture’**)

26.9 Clause 17 (**‘Severability’**)

26.10 Clause 18 (**‘Data Rights’**)

26.11 Clause 19 (**‘Publication, Branding and Acknowledgement’**)

26.12 Clause 20 (**‘Intellectual Property Rights’**)

26.13 Clause 21 (**‘Press Release and Public Announcements’**)

26.14 Clause 23 ('Notices and Jurisdiction')

IN WITNESS WHEREOF, the COMPANY and ICMR have signed this Agreement on the day, month, and year mentioned hereinbefore.

PARTIES:

For and on behalf of "the COMPANY" duly authorized vide Board Resolution No - dated DD/MM/YYYY of its Board of Directors:

(Signature & Stamp)

Name: _____

Date: _____

WITNESSES

Signature: _____

Signature:

Name: _____

Name: _____

Date: _____

Date: _____

For and on behalf of ICMR:

(Signature & Stamp)

Name: _____

Designation: _____

Date: _____

WITNESSES

Signature: _____

Signature:

Name: _____

Name: _____

Date: _____

Date: _____