



**CONTRACT AGREEMENT
BETWEEN
ASAHIKAWA MEDICAL UNIVERSITY**

Midorigaoka Higashi 2-1-1-1, Asahikawa, Hokkaido 078-8510, Japan



**AND
UDAYANA UNIVERSITY**

Bukit Jimbaran, Badung, Bali, Indonesia

Asahikawa Medical University, Asahikawa, Hokkaido, Japan, and, Udayana University, Bali, Indonesia, hereby believe that mutual benefits can be derived by bridging their two institutions, achieving a closer relationship by linking their scholars, students, and personnel. Both institutions share the strong conviction that mutual understanding can be promoted through the establishment of academic and research links. Therefore, both institutions agree to enter into this Agreement.

Asahikawa Medical University, Hokkaido, Japan and Udayana University, Bali, Indonesia, agreed to encourage academic cooperation through research and study as stipulated below:

1. Exchange of scientific and technical information concerning undergraduate and graduate education, medical research and science.
2. Cooperative research projects in consideration of other agreements according to the concrete research protocol.
3. Long-lasting research cooperation between professors, associates professors, assistant professors and research associates.
4. Organizing of joint academic activities such as academic conferences, symposiums and seminars including telemedicine and publications.
5. Exchange of medical students in all parts of the medical education as well as in research programs.
6. Study excursions for 2-4 weeks as maximum for up to 5 students.

This agreement is effective for five years from the date of signature hereof, thereafter extended upon mutual agreement. In case one institution is willing to cancel the contract, it has to be done before the first of April of the current year. Changes and additions to the contract always need the permission of each contract partner.

Akitoshi Yoshida, MD, PhD
President, Asahikawa Medical University

Professor Anak Agung Raka Sudewi
Rector, Udayana University

4-

Date: 2018 / 4 / 2 /

Date: 16 / 07 / 2018



**MEMORANDUM OF UNDERSTANDING
BETWEEN
ASAHIKAWA MEDICAL UNIVERSITY**

Midorigaoka Higashi 2-1-1-1, Asahikawa, Hokkaido 078-8510, Japan



**AND
UDAYANA UNIVERSITY**

Bukit Jimbaran, Badung, Bali, Indonesia

Asahikawa Medical University, Asahikawa, Hokkaido, Japan, and, Udayana University, Bali, Indonesia, mentioned above as contract partners, endeavor to promote, to the best of their abilities, a long-lasting cooperation in the field of medical research as well as in the areas of scholarly training and further education. To this effect both contract partners will support exchange program for academic staff including professors, associate professors, assistant professors, undergraduates and graduates. Following agreements pertain to this bilateral partnership:

Article I.

- I.1 Each year the contract partners try to provide and admit several scientists, colleagues and trainees for the exchange.
- I.2 The use of scientific results originating from cooperative research projects is restricted to the agreements according to the research protocol (and other agreements).
- I.3 All research materials used in the collaboration shall be transferred by using Material Transfer Agreement (MTA).
- I.4 The deadline for the exchange of research protocols is the 31th March of the current contractual year.
- I.5 Candidates for the exchange will be proposed by the sending contract partner.
- I.6 Personal bound invitations (esp. for professors and associates professors) are possible, as well as invitations of high specialized colleagues in certain fields of research and education.
- I.7 Exchange of students has to be related to the relevance of education and research and includes symposia and scientific meeting including telemedicine as well.

Article II.

To finance projects and exchange programs, the contract partners will endeavor for non-university institutions, promoting international research and education projects as well as university's own projects.

Article III.

The financing of planned projects will be coordinated yearly and set in the respective protocol. The contract partners agree in the following points.

- III.1 Cost of the accommodation (hotel/hostel) and meals will be paid by each contract partner institutions, if not covered by any funds.
- III.2 Cost for eventual necessary medical care during the stay at the host institution will be covered by a suitable insurance, signed by the guest colleague beforehand. In case of non-valid insurance, the guest colleague has to cover by him or herself.
- III.3 Registration fees for scientific meetings, seminars and symposia will be paid by the arranging contact partner. In case of cooperating meetings, the inviting land will cover the fees.
- III.4 The contract partner of the host institution will provide interpreter for admitted short visitors.
- III.5 The contract partners cover their own traveling cost.

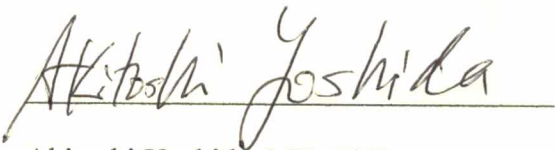
Article IV.

The contract partners commit to inform the other contract partner in time about necessary changes in the agreement.


Article V.

In case one institution is willing to cancel the contract, it has to be done before the first of April of the current year. Changes and additions to the contract always need the permission of each contract partner.

IN WITNESS WHEREOF, Asahikawa Medical University and Udayana University have executed this Agreement as of the date indicated below.


Akitoshi Yoshida, MD, PhD
President, Asahikawa Medical University

Date: 2018 / 4 / 21


Professor Anak Agung Raka Sudewi
Rector, Udayana University 4.

Date: 16 / 07 / 2018



PROJECT AGREEMENT

This Project Agreement ("Agreement") is made by and between:

LUMINOSTICS, INC., a Corporation existing under the laws of the State of Delaware in The United States of America, having its registered office at 5941 Optical Ct, San Jose, California 95138, represented by Balakrishnan Raja, Ph.D., in this matter acting in his capacity as the President and Chief Executive Officer (hereinafter referred to as "LUMINOSTICS"),

AND

FACULTY OF MEDICINE, UDAYANA UNIVERSITY, an Indonesian public university existing under the laws of the Republic of Indonesia, having its registered office at Jl. P.B. Sudirman, Denpasar-Bali 80235, Indonesia, represented by Dr. dr. I Ketut Suyasa, Sp.B, Sp.OT (K) in this matter acting in his capacity as the Dean (hereinafter referred to as "UDAYANA").

WHEREAS, LUMINOSTICS and UDAYANA (the "Parties", collectively, or "Party", individually) wish to collaborate on a project entitled "Prospective collection of female specimens for evaluation of a new prototype test for *Chlamydia trachomatis*" based on common research interests (hereinafter referred to as "Project") and wish to set forth the terms of co-operation for carrying out the Project.

THE PARTIES AGREE AS FOLLOWS:

1. **Objective of the Agreement:** To establish the financial terms and conditions for cooperation in activities related to the Project (attached hereto in Appendix A).
2. **Term:** This Agreement shall become effective on the date it is signed by both Parties ("Effective Date"). The initial term of the Agreement is 12 (twelve) months from the Effective Date and may be extended by agreement (in writing) of the Parties or terminated in accordance with Section 8 of this Agreement.
3. **Financial Provisions:**
 - 3.1. LUMINOSTICS undertakes to finance UDAYANA with a maximum of USD 23,977 as detailed in the project's approved budget attached hereto in Appendix B.
 - 3.2. The funds awarded by LUMINOSTICS shall be applied by UDAYANA exclusively for the activities described in Appendix A. UDAYANA shall make every effort to ensure timely and full implementation of the Project.
 - 3.3. The total amount paid by LUMINOSTICS to UDAYANA shall not exceed the maximum amount established in Appendix B. If the eligible costs at the end of the Project are less than the approved budget total, LUMINOSTICS' contribution shall be limited to the amount actually spent.
 - 3.4. UDAYANA undertakes to repay any amounts paid more than the approved amount to LUMINOSTICS within 30 (thirty) days of receiving a request to do so.

- 3.5. Detailed accounting records, invoices, and receipts related to the Project shall be furnished by UDAYANA to LUMINOSTICS within 10 (ten) days of a request from LUMINOSTICS.
- 3.6. LUMINOSTICS shall transfer funds to UDAYANA using the following details within 10 (ten) days of receiving an invoice detailing eligible expenses (incurred or anticipated) from UDAYANA:
 - Bank account holder name: RPL 037 Universitas Udayana Untuk Dana Kelolaan BLU
 - Address associated with bank account: Jl. Raya Kampus UNUD, Bukit Jimbaran, Kuta Selatan
 - Bank account number: 2909201259
 - Bank SWIFT/BIC code: BNINIDJARNN
 - Bank name and address: BNI KCU Denpasar, Jalan Gajahmada No. 30 Denpasar Bali 80114
- 3.7. Invoices and financial reports shall be submitted by UDAYANA to LUMINOSTICS in USD. The exchange rate should be the exchange rate of the date when the conversion into local currency was made, as recorded by the bank in UDAYANA's bank statement.
4. **Ownership of Materials:** Luminostics acknowledges that rights, title rights, title and interests of the Materials, where "Materials" means clinically-collected vaginal swab specimens from Kerti Praja Foundation and Rama Sesana Foundation, are the property of UDAYANA and UDAYANA shall retain ownership of Materials.
5. **Use of Materials:**
 - 5.1. Luminostics has agreed to use the Materials and Modifications (where "Modifications" means substances created by Luminostics that contain and/or incorporate and/or originated from the Materials and/or the use of the Materials):
 - 5.1.1. Solely for purposes as formulated in the Study Protocol as further described in Appendix A;
 - 5.1.2. In accordance with the terms of this Agreement and all applicable laws, statutes and regulations.
 - 5.2. Luminostics has agreed not to:
 - 5.2.1. Transfer, distribute or disclose by any means, either intentional or accidental, the Materials or Modifications to, or the use thereof, to any other party, except as expressly stated in Appendix A, for the sole purpose of the Study Protocol;
 - 5.2.2. Use the Materials or Modifications for any purpose other than as expressly stated in Appendix A.

- 5.3. Luminostics has agreed that all persons listed in the Study Protocol are under the direct responsibility of Luminostics, and the actions of such persons, and consequences thereof, with respect to the Materials and Research Plan/Protocol are thereby considered the full responsibility of Luminostics.
6. **Intellectual Property Ownership:** Each Party will retain all rights in and to its patents, patent applications, patent disclosures, inventions and improvements (whether patentable or not), copyrights and copyrightable works (including computer programs) and registrations and applications therefore, including any software, firmware, or source code, trade secrets, know-how, database rights, drawings and all other forms of intellectual property (other than trademarks) (collectively, "Intellectual Property") created, developed or conceived prior to the Effective Date of this Agreement or outside the scope of the Project and Study Protocol in Appendix A. To the extent UDAYANA personnel create any updates, derivative works, changes or modifications of any Intellectual Property owned by LUMINOSTICS or Intellectual Property incorporating any information disclosed by LUMINOSTICS to UDAYANA during the Term, such updates, derivative works, changes, modifications or Intellectual Property ("LUMINOSTICS Work Product") will be owned solely by LUMINOSTICS (except to any portion thereof that incorporates any Intellectual Property or Confidential Information of UDAYANA, which portion, if any, shall continue to be owned solely by UDAYANA), and UDAYANA hereby irrevocably assigns to LUMINOSTICS all right, title, and interest in and to LUMINOSTICS Work Product, including all Intellectual Property therein to the extent set forth, and subject to the limitations of this Section 6. All other work product created by UDAYANA in performance of the Services ("UDAYANA Work Product") and all Intellectual Property therein will be owned solely by UDAYANA.
7. **Publication:**
- 7.1. Any publication resulting from this collaboration using Materials obtained from Kerti Praja Foundation and Rama Sesana Foundation shall be co-authored by UDAYANA and Luminostics.
- 7.2. UDAYANA has the right to review proposed publications of results obtained under this Agreement prior to publication.
- 7.3. UDAYANA and Luminostics agree not to publish scientific results gathered under this Agreement without the other party's consent.
8. **Confidentiality:** UDAYANA shall treat as confidential, during as well as after, the performance of any activities under this Agreement, any information, including any personal information defined by LUMINOSTICS to which UDAYANA becomes privy because of this Agreement and the Project described in Appendix A. UDAYANA shall not disclose any such information, including the existence of this Agreement, to any other person or party not participating in this Agreement, except for Indonesian authorities that need to approve this Agreement and any associated Agreements, in a form that could reasonably be expected to identify the companies or individuals to whom such information relates.

9. Termination:

- 9.1. This Agreement may be terminated by either party, in whole or part, at any time and for no cause upon 45 (forty-five) days written notice of termination to the other party.
- 9.2. Upon termination and settlement of payment for work performed before the date of termination, each party shall fully and forever be discharged from any legal and all obligations, covenants or liabilities of whatsoever kind or nature in connection with this Agreement.
- 9.3. The provisions of Section 8 (Confidentiality) shall survive the expiration or termination of this Agreement.

10. Miscellaneous:

- 10.1. *Independent Contractor.* UDAYANA enters into this Agreement as an independent contractor. Nothing in this Agreement shall be construed as creating the relationship of joint ventures, partners, employer and employee, franchiser and franchisee, or principal and agent. UDAYANA shall be solely responsible for all taxes, withholdings and other similar statutory obligations.
- 10.2. *Parties in Interest, Assignment.* This Agreement shall be binding upon and inure to the benefit of the parties to this Agreement and their respective successors and assigns. Except as expressly provided in this Agreement, nothing contained in this Agreement is intended to confer upon any third party any rights, benefits or remedies of any kind or character whatsoever under or by reason of this Agreement. No party may assign this Agreement without obtaining the prior written consent of the other party.
- 10.3. *Notices.* Except where provided otherwise, notices hereunder shall be in writing and shall be deemed to have been fully given and received (i) when delivered in writing personally; (ii) ten (10) days after having been sent by registered or certified mail, return receipt requested, postage prepaid; (iii) one (1) day after deposit with a commercial overnight carrier, with written verification of such receipt; or (iv) when delivered by electronic transmission to the electronic mail address or other proper electronic destination provided to the other party. All communications will be sent to the party's address as set forth herein, or at such address as the parties may later specify in writing for such purposes.
- 10.4. *Force Majeure.* The parties hereto shall not be responsible for any failure or delay in the performance of any obligations hereunder to the extent caused by circumstances beyond either party's control. Without limiting the generality of the foregoing, flood, fire, natural disaster, war or preclusive acts of any governmental authority, which prevent a Party from performing under the Agreement shall be deemed to constitute force majeure.

11. Contact Information

11.1. LUMINOSTICS:

Balakrishnan Raja, Ph.D.
President and Chief Executive Officer
Luminostics, Inc.
5941 Optical Ct,
San Jose, CA, USA 95138
Tel. +1-832-931-3293
Email. bala@luminostics.com

11.2. UDAYANA:

Dr. dr. I Ketut Suyasa, Sp.B, Sp.OT (K)
Dean
Faculty of Medicine
Udayana University
Jl. P.B. Sudirman,
Denpasar-Bali 80232, Indonesia
Tel. +62-361-222510
Email. dekanfk@unud.ac.id

IN WITNESS WHEREOF, the undersigned have executed this Project Agreement.

Signed in duplicate on the Sixth of September in the year Two Thousand and Eighteen in the English language, both texts being equally authentic.


Signed for and on behalf of
LUMINOSTICS, INC.



Balakrishnan Raja, PhD
President and CEO

Date: 6/9/2018

Signed for and on behalf of
FACULTY OF MEDICINE,
UDAYANA UNIVERSITY,



Dr. dr. I Ketut Suyasa, Sp.B, Sp.OT (K) A
Dean

Date: 6/9/2018



**MEMORANDUM OF UNDERSTANDING
BETWEEN
UDAYANA UNIVERSITY (UNUD), INDONESIA
AND
CENTER FOR FAMILY AND AGEING STUDIES UNIVERSITAS RESPATI INDONESIA (CeFAS) URINDO,
JAKARTA, INDONESIA
MALAYSIAN HEALTHY AGEING SOCIETY (MHAS)**

Udayana University, Indonesia, Centre for Family and Ageing Studies (CeFAS) Universitas Respati Indonesia and Malaysian Healthy Ageing Society (MHAS) Advisor, hereby believe that mutual benefits can be derived by bridging their institutions, achieving a closer relationship by linking their scholars, students and personnel. All of the institutions share the strong conviction that mutual understanding can be promoted through the establishment of academic links. Therefore, all of the institutions agree to enter into this Memorandum of Understanding.

Pursuant to the prevailing laws and regulations in their respective countries, as well as the procedures and policy of the Government of Indonesia and the Government of Malaysia concerning academic and educational cooperation. The Parties have agreed to cooperate in the field of:

1. Exchanges Staff and Students;
2. Coordination of joint research projects in mutual cooperation;
3. Organization of joint academic activities such as academic conferences, cooperative lectures, special short training courses, seminars, and symposia;
4. Exchange of academic publications and instructional material

Any specific initiative developed under this Memorandum of Understanding shall be discussed and agreed upon in writing by all of the parties prior to the initiation of any particular program of activities. Details of any specific initiative and financial arrangements associated with the initiative shall be clearly outlined in a separate document, Activity Agreement, and will be signed by appropriate institutional officials.

This memorandum of understanding becomes effective on the date of signature. It is valid for five years with the understanding that it can be terminated by either party with twelve months notice, unless an earlier termination is mutually agreed upon. Revisions, or modifications may be proposed at any time, effective from the date of the written agreement signed by all of the parties.

The signatures affixed below attest to the commitment of all of the institutions to the above paragraphs, as part of their respective commitment to the development of intellectual capital to its faculty and students, and to further foster international understanding, cooperation and goodwill.

For Udayana University,

* Prof. Dr. dr. A.A. Raka Sudewi, Sp.S (K) 4. Rector

Date:

For CeFAS,

Dr. Sudibyo Alimoeso
Director

Date: 31/10/2018

For MHAS,

Kathirkamanathan Vytialingam
Advisor

Date: 31/10/18



NOTA KESEPAKATAN BERSAMA

Nomor: 2508 /UN14/KS/2018
Nomor: 022/RECFON-MOU/VI/2018

Dengan Rahmat Tuhan Yang Maha Esa
dan didasari oleh keinginan untuk saling menunjang
dalam melaksanakan pembangunan Bangsa dan Negara Republik Indonesia,
maka yang bertanda tangan di bawah ini:

UNIVERSITAS UDAYANA

dan

SOUTHEAST ASIAN MINISTERS OF EDUCATION ORGANIZATION
REGIONAL CENTRE FOR FOOD AND NUTRITION
(SEAMEO REC FON)

Sepakat mengadakan kerja sama dalam bidang Tri Dharma Perguruan Tinggi
meliputi bidang pendidikan, penelitian, dan pengabdian kepada masyarakat, dan saling
menunjang dalam melaksanakan tugas kedua belah pihak,
sesuai dengan fungsi dan kewenangan masing-masing.

Hal-hal yang menyangkut tindak lanjut kerja sama ini, akan diatur dan dituangkan dalam
Perjanjian Kerja Sama (PKS) tersendiri yang merupakan satu kesatuan dan bagian yang
tidak terpisahkan dari Nota Kesepakatan Bersama ini.

Kerja sama berlaku untuk jangka waktu 3 (tiga) tahun, sejak ditandatangani dan akan
dievaluasi setiap 1 (satu) tahun sekali secara bersama-sama oleh kedua belah pihak dan
dapat diperpanjang kembali dengan persetujuan kedua belah pihak.

Nota Kesepakatan Bersama ini ditandatangani pada tanggal 11-05-2018
dibuat dalam rangkap 2 (dua) asli, masing-masing bermeterai cukup
dan mempunyai kekuatan hukum yang sama.

UNIVERSITAS UDAYANA,

SEAMEO REC FON,



Prof. Dr.dr. A.A. Raka Sudewi, Sp.S (K) *4* dr. Muchtaruddin Mansyur, M.S., Sp.OK, Ph.D
Rektor Direktur *4*

**DETAILS OF THE AGREEMENT FOR STUDENT EXCHANGE
BETWEEN
THE UDAYANA UNIVERSITY, REPUBLIC OF INDONESIA
AND
THE UNIVERSITY OF TSUKUBA, JAPAN**

The Udayana University, Republic of Indonesia, and the Faculty of Medicine of the University of Tsukuba, Japan, hereby agree to establish a student exchange program. The following paragraphs establish the guidelines whereby this exchange program shall be implemented within the framework of the Agreement for Academic Exchanges and Cooperation between the two Universities:

1. The purpose of this exchange program is to provide opportunities for the students of each University to gain international experience by completing part of their education in the foreign host University, thereby fostering goodwill and mutual understanding between Indonesia and Japan.
2. The period of exchange for individual students participating in this exchange program shall not exceed one year (twelve months).
3. The number of exchange students shall be up to five (5) students per year from each University. The goal is to maintain an approximate balance in the number of exchange students between the two Universities in the period of this Agreement.
4. Exchange students shall continue as candidates for the degree at the home University and shall not be candidates for the degree at the host University.
5. Each University shall determine the procedure to be applied for acceptance of exchange students. Exchange students must satisfy the formal admission requirements of the host institution, but each institution shall simplify such procedure insofar as possible in order to facilitate this student exchange program.
6. The host University shall provide the home University with information on the academic performance of each student participating in the program upon completion of the exchange. The home University may duly recognize the credits earned by exchange students in accordance with its own regulations.
7. Exchange students shall be exempted from the normal application, registration and tuition fees of the host University.
8. The host University shall not be responsible for students' personal expenses, such as the cost of travel, accommodation, meals, required health/medical insurance, or books and other educational items.
9. The host University shall assist the exchange students to the fullest extent possible in finding reasonable accommodation.
10. The host University shall assist exchange students in satisfying visa requirements and other official formalities.

**AGREEMENT FOR ACADEMIC EXCHANGES AND COOPERATION
BETWEEN
THE UDAYANA UNIVERSITY, REPUBLIC OF INDONESIA
AND
THE UNIVERSITY OF TSUKUBA, JAPAN**

The Udayana University, Republic of Indonesia, and, the Faculty of Medicine of the University of Tsukuba, Japan, hereinafter referred to as "the two Universities," fully recognizing that academic exchanges and cooperation between the two Universities would be beneficial to all concerned, hereby affirm their intention to encourage such exchanges and cooperation.

As a general declaration of intent, the two Universities agree to act as follows:

1. The two Universities shall encourage the following activities:
 - (1) Exchange of professors and researchers;
 - (2) Exchange of undergraduate and graduate students as stated in Appendix A;
 - (3) Collaborative research and joint academic meetings;
 - (4) Exchange of information, publications and materials for academic purposes; and
 - (5) Other activities as may be mutually agreed by the two Universities.
2. The aforementioned activities shall be realized by means of consultation and the exchange of relevant information between appropriate members of the two Universities.
3. This Agreement shall become effective on June 1, 2013 and shall remain valid for a period of five (5) years. This Agreement may be renewed for a further period of five (5) years by mutual agreement prior to the date of expiry.
4. This Agreement may be amended by mutual agreement.
5. This Agreement is made in English in two copies, one for each University.

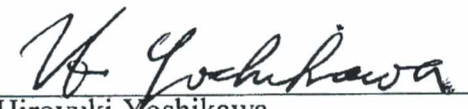
Date: June 1, 2013

Date: June 1, 2013

Signed by


I Made Bakta
President
Udayana University
Indonesia

Signed by


Hiroyuki Yoshikawa
Provost, Faculty of Medicine
University of Tsukuba
Japan