

MEMORANDUM OF UNDERSTANDING

This MEMORANDUM OF UNDERSTANDING ("MOU") is executed at NAVI MUMBAI, on this 11th day of January 2023.

BETWEEN

MGM Medical College, having its office at, Sector 1, Kamothe, Navi Mumbai - 410209 Maharashtra (India) its Dean Dr. G.S. Narshetty hereinafter called the "PARTY OF THE FIRST PART" (which expression shall unless repugnant to the context or meaning thereof shall mean and include itself, its successors, its officers, executors, administrators, agents, representatives and permitted assigns).

AND

Renovare Healthcare Solutions, a partnership firm having its working office at H-202, 2nd Floor, ITC, Railway Station Complex, Sector-11, CBD Belapur, Navi Mumbai-400614 (MSME registration # UDYAM-MH-33-0070843), through its Founder & CEO, Dr. Sakharam Garale hereinafter called the "PARTY OF THE SECOND PART" (which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include its successors-in-interest, its other directors, its officers, executors, administrators, representatives and permitted assigns).

The Party of the First Part and the Party of the Second Part are hereinafter jointly referred to as the "Parties" and severally as "Party".

WHEREAS:

- A. Renovare has the expertise and experience to manage the scientific medical support (Medical Writing, protocol development, essential documents in research, participant information and communication, scientific content development. e.g.: manuscript preparation, patient education material, conference abstracts, conference proceedings etc.). Medico-marketing initiatives) from conception to delivery. With a combined experience of more than 50 years in the medical affairs and medico-marketing in the leading Indian as well as multi-nationals for domestic as well as international markets, the team is well equipped to cater to the scientific needs. Through our services, they provide complete medical research, medical support, medical communications, outcome research, regulatory support, pharmacovigilance and contract medical affairs.
- B. The Party of the First Part is a leading School of Medicine with an attached teaching hospital which is a leading healthcare provider for the treatment of patients suffering with different diseases and disorders.

- C. Based on the above stated representations of the Party of the Second Part, the Party of the First Part is desirous to enter in order to improve employability of the students by imparting required skills and making them industry ready, it has been decided by RHS to introduce internship for MD Pharmacology students from MGM.

Responsibilities:

Interns would be contributing mainly:

- Medical Writing (protocol development, essential documents in research, participant information and communication)
- Research activities (patient reported outcomes, real-world evidence, clinical outcomes)
- Medical Communication (scientific content development. E.g.: manuscript preparation, patient education material, conference abstracts, conference proceedings etc.)
- Medico-marketing initiatives (scientific content development for ethical promotion)
- Regulatory Affairs (related to pharmaceuticals, nutraceuticals, and devices)
- Drug Safety related activities (pharmacovigilance, ADR reporting, risk management plan)

- D. The Parties believe that collaboration and co-operation between themselves will promote more effective use of each of their resources and provide each of them with enhanced academic opportunities in clinical research and scientific collaboration, which will be mutually beneficial to the Parties.

AND WHEREAS, the Parties desirous to promote academical collaboration with each other and are agreeable in-principle for working together and co-operating with one another, using their respective expertise, knowledge and resources, the Parties have agreed to reduce the broad understanding in writing by executing the present MOU.

NOW THIS DEED WITNESSTH AND THE PARTIES HERETO AGREE, DECLARE, RECORD AND CONFIRM AS UNDER:

CLAUSE 1: SCOPE OF THE MOU

- 1.1 The Parties are united by common interests and objectives, and they shall establish channels of communication and co-operation that will promote and advance their respective operations.
- 1.2 The Parties will keep each other informed of potential opportunities from time to time.
- 1.3 The proposed internship proposal would be considered by each Party on a case-to-case basis and each Party will be entitled to complete their internal due diligence, with respect to such proposition/s.

1.4 The general terms of co-operation and scope of understanding shall be governed by this MOU. The Parties shall co-operate with each other and shall, as promptly as is reasonably practical enter into specific agreements, on a case-to-case basis, upon each Party completing their respective due diligence pertaining to the proposal is completed and the terms and conditions of such understanding/s, shall be reduced in writing in the form of agreement/s, deed/s (“**Definitive Documents**”), enumerating the specific provisions for each of these proposition/s, so proposed, the guiding principles of which shall be in consonance with terms of this MOU, as may be required to give effect to the actions contemplated in terms of this MOU. The Definitive Documents shall be on mutually beneficial and mutually agreeable terms to be decided by and between the Parties, on a case-to-case basis.

CLAUSE 3: INTELLECTUAL PROPERTY

3.1 Nothing contained in this MOU shall, by express grant, implication, estoppel or otherwise, create in either Party any right, title, interest or license in or to the intellectual property (including but not limited to the know-how, inventions, patents, copyrights and designs) of the other Party.

CLAUSE 4: TENURE AND TERMINATION

4.1 This MOU will be valid for a period of three years from the date of execution of this MOU and may be renewed only based on a written mutual consent of the both the Parties, for a specified period only. Unless this MOU is renewed, as per the aforementioned provision, this MOU shall be deemed to be automatically terminated on the completion of the validity period.

4.2 Either of the Party may terminate this MOU upon serving the other Party a prior written notice of One (01) Month, with or without assigning any reason. In the event of Termination of this MOU both the Parties have to discharge their obligations.

CLAUSE 5: RELATIONSHIP BETWEEN THE PARTIES

5.1 It is expressly agreed by and between the Parties, that the Party of the First Part and the Party of the Second Part are acting under this MOU as independent contractors and the relationship established under this MOU shall not be construed as a partnership.

5.2 Neither Party is authorized to use the name of the other Party, in any way, to make representations or create any obligation or liability, expressed to implied, on behalf of the other Party, in any manner whatsoever, without the prior written consent of the other Party. Neither Party shall have, nor represent itself as having, any authority under the terms of this MOU to make agreements of any kind with any third parties / associates and/or affiliates and/or subsidiaries and/or concerns, of the Parties of this MOU, in the name of or binding upon the other Party, to pledge the other Party’s credit, or to extend credit on behalf of the other Party, in any manner whatsoever.

5.3 Any violation of the provision of this Clause in specific or the MOU in general, by either Party, shall be construed as an event of default and the same would invoke the immediate Termination of this MOU, by the affected Party against the other Party who has breached the term/s of this Clause, in specific and this MOU in general.


CLAUSE 6: NON-EXCLUSIVITY

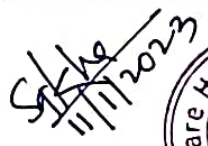

6.1 This MOU is non-exclusive, and the Parties shall have the liberty to enter into similar understandings or agreements with other parties covering co-operation / understanding on clinical research proposal(s), and/or scientific collaboration(s), in any field including the fields mentioned in this MOU.

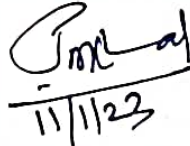
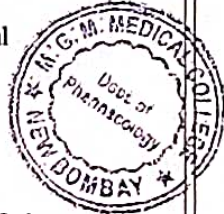
CLAUSE 7: NON-BINDING

This MOU is only for the purposes of composing the broad understanding of the terms between the Parties and is not legally binding on the Parties hereto.

Authorised Signatures:

Dr. G. S. Narshetty

Dean
MGM Medical College,
Navi Mumbai

Dr. Sakharam Garale

11/11/23

Founder and CEO
Renovare Healthcare Solutions

Dr. P. N. Khandelwal

11/11/23

Head- Department of pharmacology
MGM Medical College,
Navi Mumbai

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