

MEMORANDUM OF UNDERSTANDING

BETWEEN

MGM Medical College, Navi Mumbai.

AND

Pfizer Limited

MEMORANDUM OF UNDERSTANDING

Dated January 13, 2022

(Hereinafter called 'MOU')

Between

1. PREAMBLE

MGM Medical College, Sector 1, Kamothe, Navi Mumbai 410209.

and

Pfizer LIMITED, a public limited company incorporated under the Indian Companies Act, 1913, and having its registered office at The Capital, 1802, 18th Floor, Plot No. C-70, 'G' Block, Bandra Kurla Complex, Bandra (E), Mumbai 400051 (hereinafter referred to as "Pfizer") which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its permitted affiliates, successors, group companies, subsidiaries and assigns.

MGMMCNM and PFIZER., are also referred to separately as 'Party' or collectively referred to as 'Parties'.

WHEREAS:

- **MGMMCNM, MGM Medical College, Navi Mumbai** is a medical college under the deemed to be MGMMCNM, MGM Institute of Health Sciences under section 3 of UGC Act, 1956 situated at Sector 1, Kamothe, Navi Mumbai 410209. MGMMCNM is focused on medical and health-related studies, and comprises various research activities

- **PFIZER** is a world class pharmaceutical products manufacturer.

2. OBJECTIVES and OBLIGATIONS OF PARTIES

PFIZER and MGMMCNM have arrived at an agreement for cooperation and joint collaboration in developing talent and expertise in the area of medical affairs. PFIZER is entering this MOU for its Medical Affairs function. This MOU is an understanding between the Parties to collaborate and conduct research on areas of mutual interest as may be agreed upon in separate agreements which will increase efficiency, Pfizer does not get any monetary benefits from both MGMMCNM and its Representatives for entering into this MoU

PFIZER'S RESPONSIBILITIES

- a. Student internship program and/ or recruitment opportunity to help MGMMCNM students gain industry experience, where they may have opportunity to collaborate in an international environment and have access to cutting-edge technology based on the satisfactory performance during the internship, academic qualification, availability of vacancy, match of qualification with the requirement and meeting the selection criteria of PFIZER.
- b. It is clarified that this MOU does not bind PFIZER to recruit or engage with or provide internship to students or Representatives of MGMMCNM, and any such recruitment, engagement or internship shall be subject to the academic qualification, practical experience, policies, rules and discretion of PFIZER. The students or Representatives of MGMMCNM shall undergo an evaluation process, before being inducted for internship by PFIZER.
- c. Provide inputs to any evolving syllabus / coursework, if deemed required by MGMMCNM as may be mutually agreed from time to time between the parties.
- d. Sharing of practical industry knowledge via guest lectures as and when required by MGMMCNM, if and when feasible for PFIZER, on topics and as per schedules and timelines mutually agreed.
- e. Sharing knowledge with MGMMCNM and guidance on the key requirements in evolving medical environment on such topics, at such frequencies and for such type of students/ courses and in the manner as may be mutually agreed from time to time between the parties.

MGMMCNM'S RESPONSIBILITIES


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M.G.M. Medical College & Hospital
Kamothe, Navi Mumbai - 410209

- f. Collaboration for executive education with PFIZER. PFIZER may nominate its interested employees for Masters/ Diploma/ Ph.D. programs in MGMMCNM and MGMMCNM will provide institutional assistance during their course tenure to the extent permissible under MGMMCNM governance and applicable laws;
- g. Provide access to campus of MGMMCNM for enabling PFIZER to conduct recruitment selection related activities and coordinate between eligible students and MGMMCNM through a responsible representative;
- h. MGMMCNM represent and warrant that its educational programs are being and shall be conducted in compliance with and with due approval of UGC and other concerned statutory bodies and applicable governing bodies and applicable laws and regulations and warrants to keep any its applicable licenses and registrations maintained during the term of this MOU.
- i. In case of any visits to PFIZER facilities, including internships, unless otherwise agreed, the students of MGMMCNM themselves will bear the transportation, food and accommodation costs. Company may, at its sole discretion, provide the canteen facility and transportation, subject to availability and as per Company's policies.
- j. MGMMCNM shall ensure that its students diligently attend all the days of any internship throughout its duration and shall dutifully satisfy the work assigned without default.
- k. Any student(s) undergoing internship with PFIZER, if found violating PFIZER policies, rules and regulations or indulging in such activities that amounts to tarnishing the image of PFIZER, or causing damage to the person and/or property of PFIZER or any other misconduct, such student's internship program at PFIZER would be terminated. PFIZER's decision as to student's misconduct will be final and binding on both students and MGMMCNM. PFIZER would not be liable for any payment as compensation or damages for such termination.
- l. MGMMCNM shall ensure that student(s) shall devote their best efforts for attending any internship and shall maintain at least 90% attendance every month and provide written intimation for any absence. In the event of continuous ten (10) days absence without satisfactory justification, such student's internship program at the Company will be terminated automatically, except in unavoidable circumstances with prior approval.
- m. MGMMCNM acknowledge that MGMMCNM and / or its students may be required to and have no objection for any Student to enter into any other further documents, including individual non-disclosure agreements, in accordance with the policies and standards applicable at PFIZER from time to time.
- n. MGMMCNM shall treat PFIZER on par with any of the organizations or companies, to which it provides the maximum services and preference.

3. GENERAL OBLIGATIONS OF THE PARTIES:

3.1 Frequent and effective communication is essential to the successful accomplishment of the objectives of this MOU. To this end, the scientific representatives of PFIZER and MGMMCNM, may conduct periodical meetings at the premises of PFIZER or MGMMCNM, by mutual consultation of both Parties.

3.2 This MOU may be supplemented by work plans to be developed jointly, which describe more specifically the activities to be carried out under this cooperative programme and which sets forth the envisaged contribution of each part.

3.3 Any such plan or recommendation that is outside the scope of MOU shall be reduced to writing and referred to the management of each Party for appropriate action.

3.4 Any such plan or recommendation so referred shall not be binding on either Party unless incorporated into this MOU by amendment.

3.5 PFIZER and MGMMCNM, may nominate members of their respective staff to work out the practical details of cooperation between the two organisations and in general, to ensure proper and effective implementation of this MOU. Such details, as agreed upon, will be confirmed by exchange of letters between the Parties and such letters should be signed and acknowledged by both the Parties and shall form part of this MOU.

4. TERM

4.1 This MOU will be in effect initially for a period of one year from the date of signing of this MOU by both the Parties and may be renewed further if mutually agreed.


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4.2 Either Party may terminate the MOU without cause by written notification signed by the appropriate official of the Party initiating the notice. Such notice must be received by the other Party one month, prior to the effective termination date.

4.3 Each Party is entitled to terminate this MoU forthwith in the event:

- i. Other Party fails to perform any material obligation under this MoU or breach by other party of any representation, warranty or condition of this MOU.
- ii. For any reason whatsoever other Party becomes disentitled in law to perform its obligations under this MoU.
- iii. A change in constitution of other Party that will materially affect its ability to perform its obligations under this MOU

4.4 Termination of this MOU shall not affect the obligation as stated under Clause-5 and Clause-7 of this MOU and the same shall be binding on the Parties in perpetuity. Termination shall not affect the rights or obligations of either party accrued as of such effective date of termination or that may arise subsequently with respect to transactions initiated or completed prior to the effective date of such termination.

4.5 Upon termination of this MOU, each Party shall forthwith cease and desist from using the Intellectual Property of other Party and return all Confidential Information in its possession to the other Party. In the event of termination of this MoU PFIZER shall not be liable for paying any sum or sums whatsoever by way of compensation, damages or loss or otherwise to MGMMCNM.

5. CONFIDENTIALITY

- (a) "Confidential Information" shall mean all information provided by PFIZER ("Disclosing Party") to MGMMCNM ("Receiving Party") or accessed by Receiving Party in the performance of the MoU, whether in writing, pictorially, in machine readable form, orally or by observation during visits to Disclosing Party's premises, including but not limited to: means and includes all registered or unregistered intellectual property, proprietary information, brand plans, financial information, know-how, processes, trade secrets, technology, customer information, supplier information, sales statistics, pricing information, market intelligence, marketing, business records, business strategies and any other information so classified by a party to be Confidential Information, provided that Confidential Information excludes any information which:
- (i) is in the public domain,
 - (ii) was available to Receiving Party on a non-confidential basis from a source other than the Disclosing Party,
 - (iii) becomes public knowledge or comes into the public domain through no action, failure to act or omission of the Receiving Party subsequent to disclosure, or
 - (iv) becomes available to the Receiving Party from a third party who has not obtained it in breach of any agreement with the Disclosing Party.
- (b) The Parties recognize that, by virtue of this MOU, they may be given and have access to Confidential Information. Receiving Party undertakes not to divulge or communicate to any person (unless required by law or by any regulation or by any governmental authorities or with proper authority or for the purpose of executing this MoU) or use or exploit for any purpose whatsoever, any of the Confidential Information they may receive or obtain as a result of entering into this MoU, and shall use reasonable endeavours to prevent its officers, employees or agents if any from doing so. This obligation and restriction shall continue to apply without limit in point of time but shall cease to apply to information or knowledge, which may properly come into the public domain through no fault of the Parties, or was already known.
- (c) The Receiving Party agrees to maintain the Disclosing Party's Confidential Information with at least the same degree of care it holds its own information and in any case not less than a reasonable degree of care. The Confidential Information shall be used solely for the purpose of this MOU and will be kept strictly confidential by the Receiving Party and shall not be disclosed, in whole or in part, to any other person or party without Disclosing Party's prior permission in writing. The Receiving Party may disclose the Disclosing Party's Confidential Information to its officers, employees and students of MGMMCNM, on a "need to know" basis, that too only if prior agreed by PFIZER in writing ("Representatives") provided (i) the Representative has a need to know such information for such activity; (ii) the disclosure is limited to the purpose of conducting such activity and (iii) Representatives will be informed of the confidential nature of the information and shall be bound by similar obligations of confidentiality and non-use as are contained in this MOU.
- (d) The Receiving Party hereby undertakes on behalf of itself and Representative to keep the Confidential Information safe and secure at all times and separate from any other information. The Receiving Party also

undertakes, not to use, reproduce, transform or store any of the Confidential Information on an externally accessible computer or electronic information system or transmit it in any form outside its normal place of business and shall ensure that the Confidential Information is not disclosed or duplicated for the use of any third party.

- (e) Notwithstanding anything to the contrary contained in this MOU, it is agreed between the Parties and MGMMCNM hereby acknowledges that PFIZER, its group companies and/or its or their authorized third parties shall have access to the contents of this MOU including personal information and sensitive personal data or information of MGMMCNM as contained in this MOU or as may be exchanged whilst performing the obligations under this MOU. MGMMCNM hereby expressly permits such disclosure and waives any right to object in future.
- (f) MGMMCNM acknowledges and understands the sensitivity of the Confidential Information to which its Representatives may have access to while at any PFIZER facilities or premises and shall take all steps to ensure its Representatives handle any such Confidential Information with the standard of care expected from the MOU or under this MOU, including but not limited to reinforcing its obligation towards PFIZER with each of its Representatives on a regular basis.

6. INDEMNIFICATION

6.1 MGMMCNM, MGM Medical College, shall indemnify and hold PFIZER harmless from liability resulting from the negligent acts or omissions of MGMMCNM, MGM Medical College, its Representatives, agents or employees pertaining to the activities to be carried out pursuant to the obligations of this MOU; provided however, that MGMMCNM, shall not hold PFIZER harmless from claims arising out of the negligence or wilful malfeasance of PFIZER, its officers, agents, or employees, students, or any person or entity not subject to MGMMCNM, Place's, supervision or control or by negligent failure of MGMMCNM, MGM Medical College, to comply with any applicable governmental requirements or to adhere to the terms of any research (if agreed between Parties) or negligence or willful malfeasance by an officer, agent, or employee of MGMMCNM.

7. INTELLECTUAL PROPERTY

7.1 "Invention" shall mean any discovery, concept, or idea, whether or not patentable, made during the conduct of the study/research, and arising directly from the performance of the study/research, including but not limited to processes, methods, software, tangible research products, formulas and techniques, improvements thereto, and know-how related thereto.

"Intellectual Property Rights" shall mean all industrial and intellectual property rights whether registered or registerable or not, including patent rights, rights in inventions, trademarks and service marks copyrights, moral rights, trade secrets (including applications for, and registrations, extensions for the foregoing as applicable), and "Intellectual Property" shall mean the subject matter of such Intellectual Property Rights.

7.2 Information and disclosures made in connection with or in furtherance of this MOU are Confidential Information and the Parties shall protect the information accordingly.

7.3 It is recognized and understood that the existing inventions and technologies of PFIZER and MGMMCNM, MGM Medical College, are their separate property, respectively and are not affected by this MOU and neither Party shall have any claims to or rights in such existing inventions and technologies of the other Party. The Parties agree that all Intellectual Property Rights arising out of any research collaboration initiated by PFIZER and sponsored/funded by PFIZER to MGMMCNM (if so agreed between Parties), the Intellectual Property of those collaboration research projects exclusively belongs to PFIZER. However, the ownership in Intellectual Property of MGMMCNM and PFIZER from their own research projects and works developed prior to or independently of this MoU continues to be retained by respective party.

7.4 If there is any activity jointly conducted between parties and their representatives which results in creation of any Intellectual Property, parties shall separately agree on its ownership in writing. As a general principle it is agreed between the Parties that in the event that the ownership rights of the Intellectual Property arising out of collaborative projects/research initiatives/ideas/sponsorship (if any) done by PFIZER belongs to PFIZER; and MGMMCNM is obliged to take all necessary steps to ensure ownership rights of Intellectual Property transferred to PFIZER, including the disclosure to PFIZER of all pertinent information and data with respect thereto and the execution of all applications, specifications, oaths, assignments, and all other instruments that PFIZER may

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reasonably deem necessary in order to apply for and obtain such rights in the material developed and in order to assign and convey to PFIZER. The vice versa is true for ownership rights of the Intellectual Property arising out of collaborative projects/research initiatives/ideas/sponsorship (if any) done by MGMMCNM belongs to MGMMCNM.

7.5 Parties agree that if PFIZER decides to provide any funding or sponsorship to MGMMCNM, PFIZER shall require and MGMMCNM shall agree to enter into detailed agreement detailing the funding or sponsorship and the arrangement on intellectual property rights and other rights and obligations of Parties.

8. DATA PROTECTION

- (a) MGMMCNM shall retain PFIZER's Personal Information only for as long as specified in the MoU or as otherwise necessary to satisfy the purposes for which it was provided to MGMMCNM, except only to the extent longer retention is required by applicable laws.
- (b) MGMMCNM shall (at its sole cost) return, delete or destroy, as specified by PFIZER, all PFIZER Personal Information then in its possession or under its control, including without limitation all originals and copies of such PFIZER Personal Information, upon PFIZER's request for any reason. Consultant shall certify compliance with this requirement by written notice to PFIZER received no later than thirty (30) days following such return, deletion or destruction of all PFIZER Personal Information.
- (c) MGMMCNM shall not transfer any PFIZER Personal Information to any jurisdiction not previously agreed in writing with PFIZER, or transfer any PFIZER Personal Information to any third party, without the further prior written consent of PFIZER. Where PFIZER consents to any such transfer, MGMMCNM shall comply with the applicable laws governing the transfer of Personal Information to a jurisdiction different from that in which the data processing is currently performed. Before disclosing PFIZER Personal Information to any processor of data, seek prior consent of PFIZER and enter into a contract with that processor under which the processor agrees to comply with obligations equivalent to those set out in the MoU. Personal Information is understood as any information or set of information relating to a person that identifies such person or could reasonably be used to identify such person. Before disclosing any Personal Information relating to MGMMCNM to any processor of data, prior consent of MGMMCNM shall be obtained by PFIZER.

9. ANTI-BRIBERY AND CORRUPTION

- (a) MGMMCNM agrees that, in connection with the performance of this MoU, it shall comply fully at all times with all applicable laws and regulations, including but not limited to anti-corruption laws, and that it has not, and covenants that it will not commit any act of bribery, directly or indirectly, make, promise, authorise, ratify or offer to make, or take any act in furtherance of any payment or transfer of anything of value for the purpose of influencing, inducing or rewarding any act, omission or decision to secure an improper advantage; or improperly assisting it or PFIZER in obtaining or retaining business, or in any way with the purpose or effect of public or commercial bribery, and warrants that it has taken reasonable measures to prevent subcontractors, agents or any other third parties, subject to its control or determining influence, from doing so. For the avoidance of doubt this includes facilitating payments, which are unofficial, improper, small payments or gifts offered or made to government officials to secure or expedite a routine or necessary action to which we are legally entitled.
- (b) In the event PFIZER has reasonable doubt that MGMMCNM has failed to perform its obligations in accordance with this Clause, PFIZER shall have a right to immediately suspend all operations under this MoU with notice to MGMMCNM in this regard, pending PFIZER's assessment of such failure, and to inter alia call upon MGMMCNM to provide within 7 days of such notice, justifiable and satisfactory response thereto including furnishing any records /documentar, proof /information in relation to the alleged doubt / failure. If MGMMCNM fails to comply with this request of PFIZER within 30 days or if after reviewing the documents/information as provided by MGMMCNM to PFIZER, PFIZER comes to a conclusion that that there has been a failure of this Clause by MGMMCNM, PFIZER shall be entitled to terminate this MoU immediately. MGMMCNM shall have no claim against PFIZER for compensation for any loss of whatever nature by virtue of the termination of this MoU in accordance with this Clause

10. RELATIONSHIP OF PARTIES

PFIZER and MGMMCNM shall act in their independent capacities in the performance of their respective functions under this MoU and no Party is to be considered the officer, agent, or employee of another Party.


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Kamothe, Navi Mumbai - 410209

11. GOVERNING LAW

This MOU shall be governed and construed in accordance with the laws of India and jurisdiction limited to courts at Mumbai and Chennai, India.

12. DISPUTE RESOLUTION

12.1 Any disputes or disagreement, arising out of, relating to or in connection with the terms and conditions of this MOU whether during the subsistence of this MOU or after its termination, shall be amicably settled between the Parties hereto by mutual discussions.

12.2 If the disputes cannot be amicably settled by mutual discussions then, either Party, as soon as practicable, but not earlier than one month after a request to settle the dispute amicably has been made to the other Party, give to the other Party notice in writing of existence of such question, dispute or difference, specifying the nature and the point at issue and the same shall be finally settled and decided in accordance with jurisdiction of courts specified in clause 9.

13. PUBLICATIONS

13.1 In the event Parties create any material that either Party may wish to publish, Parties will separately agree on the manner of publication, if publication is agreeable to both Parties. No right of publication is granted to MGMMCNM or PFIZER vide this MOU.

13.2 Neither MGMMCNM, MGM Medical College, nor PFIZER shall use the name of the other Party or any of its employees in connection with any press release, advertising, promotional literature, or any other publicity matters without the express prior written consent of the other.

13.3 Except as otherwise required by law or regulation, neither Party shall release or distribute any materials or information containing the name of the other Party or any of its employees without prior written approval by an authorized representative of the non-releasing Party, but such approval shall not be unreasonably withheld.

13.4 MGMMCNM shall not use PFIZER or its group companies' names, trademarks, logos, or slogans or make any announcements in relation to any matter contained in this MOU without the prior written consent of PFIZER. MGMMCNM shall not make any announcement in relation to any matter contained in this MOU without first obtaining the written consent of PFIZER. PFIZER will agree with MGMMCNM on the manner in which the names and/or logos of MGMMCNM may be used in connection with publicizing this arrangement.

14. NOTICES

All notices required to be given under this MOU and all correspondence with regard to any such notice hereunder shall be in writing and delivered in person or sent by certified mail, registered post or telefax transmission to the Party named.

15. AMENDMENT

This MOU may be amended and renewed by the mutual written consent of the Parties hereto.

16. SEVERABILITY

The invalidity or unenforceability of any term or provision of this MOU shall not affect the validity or enforceability of any other term or provision hereof.

17. ASSIGNMENT

Neither this MOU nor the rights or obligations hereunder shall be assignable or otherwise transferred or subcontracted by MGMMCNM, MGM Medical College, or PFIZER without the other's prior written consent provided that it is explicitly understood and acknowledged that PFIZER shall be entitled to assign its rights and obligations under this Agreement to any of its affiliates. Any attempted assignment not permitted herein will be void.

18. FORCE MAJEURE

Dr. A. S.
M.G.M. Medical College & Hospital
Kamotne, Navi Mumbai - 410209

- (a) Neither of the Parties shall be held liable for non performance or delayed performance of the obligations under this Agreement or part thereof due to any direct or indirect cause, which is outside the reasonable control of either Party, such as an Act of God, Government orders or restrictions, threat of war, warlike conditions, hostilities, mobilization, blockade, embargo, revolution, riot, looting, strike, lockout, epidemic, or fire provided that notice of its inability to perform and causes thereof shall be given immediately by the affected Party to the other Party.
- (b) A Party may claim exemption from the timely performance of obligations due to the occurrence of Force Majeure as defined above. In order to claim such exemption and thus be excused from timely performance of obligations, notice must be given promptly to the other Party and at the earliest possible date of event of occurrence of Force Majeure.
- (c) A Party claiming relief by reason of such circumstances of Force Majeure must take all reasonable steps to mitigate their length and effect. Promptly after the termination of the circumstances of Force Majeure, the Party claiming relief shall forthwith notify the other Party in writing.

19. MISCELLANEOUS

- (a) No monetary consideration is envisaged to be exchanged between parties hereto under this Agreement. Parties agree that if PFIZER decides to provide any financial relationship with MGMMCNM, PFIZER shall require and MGMMCNM shall agree to enter into detailed agreement detailing such arrangement between Parties.
- (b) Parties intend to be bound by this Agreement and this Agreement constitutes a binding agreement on both parties.
- (c) Parties agree that PFIZER may by written agreement permit any of its affiliates to also participate in or take benefit of this MOU.
- (d) Nothing contained in this Agreement shall be construed as constituting a partnership, joint venture, or agency between the parties hereto. Relationship of parties shall be that of a principal to a principal. Each party will be independently liable to comply with all applicable regulatory requirements and maintain appropriate documentations for the same. Neither party will be a partner or agent of the other and does not have the power or authority, directly or indirectly, to bind the other party in any agreement with any other third party or otherwise to contract, negotiate or enter into binding relationship for and on behalf of the other party, unless the same has been agreed upon between the parties hereto in writing.
- (e) Each party will be solely responsible for payment of all compensation owed to its employees, as well as employment related taxes. The employees and other personnel of MGMMCNM are and will at all times be the personnel of MGMMCNM, and there is no employer-employee relationship between PFIZER/MGMMCNM personnel.
- (f) MGMMCNM agrees and understands that it shall not use this MoU as consideration for any understanding in relation to prescription, recommendation or other arrangement in relation to PFIZER or PFIZER affiliates' products.
- (g) Subject to the restrictions on assignment contained herein, this MoU shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns
- (h) In a force majeure event a party claiming force majeure will be relieved of those obligations to the extent it is thereby unable to perform, and such inability to perform will not make such party liable to any other party until the said force majeure event or its effect ceases.
- (i) The obligations contained in this Agreement which by their nature extend beyond termination, shall survive termination.
- (j) Each party represents and warrants to the other that:
 - i. it has full power and authority to enter into this MoU, and to do all things necessary for the performance of this MoU;
 - ii. this MoU has been duly authorised for execution by it;
 - iii. the execution and delivery of this MoU and the performance by it of its obligations under this MoU have been duly and validly authorised by all necessary corporate actions on the part of it. This MoU constitutes a legal, valid and binding obligation and is enforceable against it in accordance with its terms;
 - iv. it is not bound by any term, condition, covenant or instrument which may violate, conflict with or prejudicially affect the due performance, execution or delivery of this MoU and the acts and transactions contemplated hereby;
 - v. It shall do all such acts and things reasonable requested by the other party to give effect to the parties' intentions under this MoU. Each party hereto shall cooperate fully with the other in all

Dear

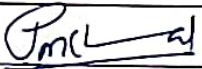
reasonable respects in order to accomplish the objectives of this MoU including proceeding diligently and in good faith and using all commercially reasonable efforts in furtherance of this MoU.

- (k) Both parties have had a full and fair opportunity to negotiate and review the terms and provisions of this MoU and to contribute to its substance and form.
- (l) This MoU constitutes the complete understanding and entire statement between the parties hereto relating to the subject matter hereof, except where expressly noted herein, and all prior negotiations, agreements, and understandings, whether oral or written, are superseded or cancelled hereby. Only changes as mutually agreed and as confirmed in writing signed by both Parties shall be valid and binding. No term of this MoU shall be enforceable by a third party.
- (m) Failure by either party to enforce the other party's strict performance of any provision of this MoU will not constitute a waiver of its right to subsequently enforce such provision or any other provisions of this MoU.

19. COUNTERPARTS

This MOU may be executed in counterparts and those counterparts taken together constitute one and the same instrument.

In witness whereof, the Parties hereto caused this instrument to be executed on this the 13 day of January 2022.

MGM Medical College,	PFIZER LIMITED
 Name: <u>Dr. Prakash Narayan Khandelwal</u>	Name: <u>Tulika Joshi</u> <div style="border: 1px solid black; padding: 2px; display: inline-block;"> DocuSigned by: Tulika Joshi Z787CCAEFAC441 </div>
Designation: <u>Prof. & Head Pharmacology</u> <u>M.G.M. Medical College,</u> <u>Kamotha, Navi Mumbai-410209</u> Date: <u>14-01-2022</u>	Designation: <u>Lead - Talent Acquisition - India</u> Date: <u>January 14, 2022</u>
Name: _____ Designation: _____ Date: _____	


 Dean.
 M.G.M. Medical College & Hospital
 Kamotha, Navi Mumbai - 410209

Mahatma Gandhi Mission Medical College

Kamothe sector-18, Navi Mumbai 410209, India

Ph: (022) 27421723, 27422459, 7423404

Fax: (022) 27420320

Email: mgmmcnb@indiatimes.com, web: www.mgmmumbai.ac.in

Through Proper Channel


Respected Sir,

Subject: Undertaking for Industrial Training Program from family

I am Dr. Ashwin Balasubramanian, 2nd year MD Pharmacology resident, MGM Medical College, Navi Mumbai. I wish to attending the Industrial Training Program at Pfizer Ltd. (PFIZER) for 2 months and mandatory orientation for 15 days. I take full responsibility of my well-being and safety while I am at PFIZER amidst this COVID-19 pandemic. I will not hold the institution responsible.

Thanking You,

Yours Sincerely,


12/1/22
Dr. Ashwin Balasubramanian
JR-2 Department of Pharmacology,
MGM Medical College, Navi Mumbai.

Mahatma Gandhi Mission Medical College

Kamothe sector-18, Navi Mumbai 410209, India

Ph: (022) 27421723, 27422459, 7423404

Fax: (022) 27420320

Email: mgmmcncb@indiatimes.com, web: www.mgmmumbai.ac.in

Through Proper Channel

Respected Sir,

Subject: Undertaking and No Objection Certificate for Industrial Training Program from family

We, the family of Dr. Ashwin Balasubramanian, 2nd year MD Pharmacology resident, MGM Medical College, Navi Mumbai, have no objection to him attending the Industrial Training Program at Pfizer Ltd.(PFIZER) for 2 months and mandatory orientation for 15 days. We take full responsibility of his well-being and safety while he is at PFIZER amidst this COVID-19 pandemic. We will not hold the institution responsible.

Thanking You,

Yours Sincerely,

M.Bala

Dr. Balasubramanian Mahadevan
(Father)

12/11/22

Meenakshi Balasubramanian

Dr. Meenakshi Balasubramanian
(Mother)

12/11/22

Pfizer Limited

The Capital, 1802/1901,
Plot No. C - 70, G Block, Bandra Kurla Complex,
Bandra (East), Mumbai 400 051.
Tel : +91 22 6693 2000 Fax : +91 22 2654 0274



January 06, 2022

Ashwin Balasubramanian
401, Sundaram building,
Vasant housing complex,
Mahavir Nagar, Kandivall (W),
Mumbai - 400067.

Dear Ashwin,

Subject: Engagement as 'Intern'

This is with reference to your application for being considered as an 'Intern' in our organization and the subsequent interviews you had with us. We are pleased to offer you the opportunity of internship in our organization based on following terms and conditions -

1. We understand that this training is being undertaken purely as a part of your academic requirement and on that strength alone we offer you this opportunity of learning and training.
2. You will commence your 2 months internship on February 1, 2022 and will complete the same on March 31, 2022. On January 17, 2022, you will collect the company laptop from Mumbai Head office and undertake to complete mandatory trainings prior to the start of your Internship.
3. You will undertake this internship in 'Medical Affairs' department and will be placed at our Mumbai Head Office reporting to Mr. Hitesh Muley, Medical Lead, Rare Diseases. You will undertake a project work as may be decided, and submit a report to us.
4. You will be paid Stipend of INR 25000/- per month, during the period of your internship. The stipend due to you will be liable to statutory deductions as applicable, and the rules made thereunder as may be in force from time to time.
5. You need to produce a bonafide letter from your institute, one passport size photograph, a photo-Id and other required documents to undergo the project assignment.
6. You are expected to be committed towards the project assignment given to you by the Management, submit a report to the Department at the end of the project and maintain utmost discipline during the above tenure.
7. You will work from Monday to Friday and observe the office timings. However, it is clearly understood that the nature of your training would require you to work beyond specified hours depending on the needs of the project assigned to you.
8. You shall follow the safety rules and instructions and comply with disciplinary rules of the Company.

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Pfizer Limited

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9. We have explained, and you have agreed that the information you will come across during your training period with regards to the company's products, business processes and any financial information as well as personal information relating to employees, temporaries, contractors etc. will be held in strict confidence.
10. You shall maintain secrecy with reference to confidential matters/work processes that you may have access to or may become aware of during your training or thereafter. You shall not at any time divulge any information relating to the business of the Company which may become known to you by reason of your training, to any customer, agent (s) of any other business concern save insofar as such disclosure shall be in the interest of the Company and you shall be true and faithful to the Company in all dealings and transactions whatsoever relating to Company's business.
11. During your assignment you would be provided access to Pfizer electronic communication systems. You hereby agree to only carry out legitimate business of Pfizer using these systems.
12. During your engagement with us you are not permitted to take up part time work elsewhere, with or without personal gain. In case you violate this, your contract for training is liable to be discontinued / terminated forthwith without any notice, and/or compensation.
13. Your relationship with Pfizer shall that be of an "Intern" and nothing shall be construed in this Letter or during the course of your training to place 'Pfizer' and 'You', in the relationship of Employer- Employee.
14. You hereby acknowledge that during the training period your performance will be assessed by Pfizer. On successful completion of your internship/training, you will be given an internship completion letter by Pfizer.
15. In the event your performance during the training is not found up to the standards expected by the Company, then your internship may be terminated at the discretion of the company. You shall handover to your Project Guide all the Company properties and all confidential documents as may be in your possession, custody or control. It is understood that all documents and information received by you during the course of your engagement as an 'Intern' shall remain the property of the Company and you shall have no proprietary or other interest therein and shall hold the same in trust for the sole benefit of the Company.
16. Your assignment can be terminated at any time, without notice, and without giving any reason what so ever. In any case, the internship will automatically come to an end on completion of the stipulated period.
17. In accordance with Pfizer Privacy Policy, Pfizer retains the right to use any personal information declared by you or that may be solicited from you during the course of your training for legitimate Business and safety/security purposes.
18. Subject to the applicable laws, during the course of your training or uthewise, Pfizer shall not be responsible for untoward incident including accident or loss of life. You assume all of the risks of

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participating in the internship. In consideration of the opportunity afforded to you to participate in the internship program, you hereby agree that you or your assignees, heirs, guardians and legal representatives will not make a claim against Pfizer or any of its affiliates or either of their officers, or directors collectively or individually, or any of its employees, for any untoward incident, however caused arising from the internship. Without limiting, the generality of the foregoing, you hereby waive and release any right, action or cause or action resulting from personal injury or damage to your property sustained in connection with the internship.

19. You shall not be entitled to any other benefits or remuneration except those specifically stated in this letter.

If the above terms and conditions are agreeable to you, kindly sign a copy of this letter and return the same to us as a token of acceptance.

Wishing you successful training.

Yours truly,
For Pfizer Limited

In Process

Accepted

DocuSigned by:
Tulika Joshi
2787CC46EFAC441
Authorized Signatory


Ashwin Balasubramanian

Pfizer Limited

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Date: January 05, 2022

To: Ashwin Balasubramanian

CONFIDENTIALITY AGREEMENT

Please find enclosed a **CONFIDENTIALITY AGREEMENT** issued by Pfizer for your review and acceptance. The need to implement this policy on a global basis is to protect our own interest. Your day-to-day work may run into our important planning schedule, product information, etc., which are critical to the survival of our business. In view of this, I suggest you read the policy carefully and please return a copy of this letter duly signed to Human Resources Department.

III Process

Yours sincerely,

DocuSigned by:
Tulika Joshi
2787CCA0EFAC441...

For and on behalf of Pfizer Limited

I have read Pfizer's **CONFIDENTIALITY AGREEMENT** and agree that in consideration of my internship with Pfizer, I shall be bound by the provisions.

Name of Intern: Ashwin Balasubramanian

Signature: *Ashwin*
Date: *7/1/2022*

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CONFIDENTIALITY POLICY

1. The nature of the Intern's work in Pfizer involves his having access to the trade secrets, product formulae, information gathered or imparted in confidence, files and records of Pfizer pertaining to its business which Pfizer regards as secret and confidential in order to safeguard its legitimate interests (hereinafter referred to as "Confidential Information").
2. Confidential Information includes but is not limited to the following:
 - a) Pfizer's formulae and prescriptions (now or hereafter owned by Pfizer);
 - b) The method, process or manner of manufacturing, compounding or preparing any of the products manufactured by Pfizer;
 - c) Marketing philosophy and objectives and product features;
 - d) Pfizer's systems and operations and financial results;
 - e) commercial records such as customer lists and sales figures, names of distributors of Pfizer, product development, advertising or sales programs and;
 - f) Any other information whatsoever in connection with Pfizer's business
 - g) which would give Pfizer an advantage over its competitors.
3. The Intern shall not, either during the term of his internship or after the termination of internship, reveal, divulge or make known to any third parties Confidential Information of Pfizer unless in the proper performance of his duties and/or expressly directed or permitted to do so by Pfizer in writing.
4. Upon termination of Internship for whatever reasons, the Intern shall forthwith deliver to Pfizer all notebooks, records and other data relating to Pfizer's Confidential Information.
5. The Internship may be terminated with or without notice in the event he breaches his obligations under this Confidentiality Policy.
6. The Intern hereby agrees that money damages will not be a sufficient remedy for any breach of this Confidentiality Policy and that Pfizer shall be entitled to specific performance and injunctive or other equitable relief as a remedy for any such breach, and the Intern further agrees to waive any requirement for security or posting of any bond in connection with such remedy. Such remedy shall not be the exclusive remedy for any breach of this Confidentiality Policy and shall be in addition to all other remedies available in law or equity to Pfizer.

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