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 Description of Document : Article 12 Bond
 Description : MEMORANDUM OF UNDERSTANDING
 Consideration Price (Rs.) : 0
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 First Party : ASTRAZENECA PHARMA INDIA LIMITED
 Second Party : MGM MEDICAL COLLEGE
 Stamp Duty Paid By : ASTRAZENECA PHARMA INDIA LIMITED
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MEMORANDUM OF UNDERSTANDING

BETWEEN

MGM Medical College

AND

AstraZeneca Pharma India Limited



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MGM Medical College & Hospital

Statutory Alert:

1. The authenticity of this Stamp certificate should be verified at www.stamps.gov.in or using e-Stamp Mobile App of Stock Holding. Any discrepancy in the detail on this Certificate and as available on the website / Mobile App renders it invalid.
2. The onus of checking the legitimacy is on the users of the certificate.
3. In case of any discrepancy please inform the Competent Authority.

This Memorandum of Understanding ("MOU") made and entered into on this 5th April 2022 between **MGM Medical College, Navi Mumbai** a medical college under the Deemed to be University MGM under Section 3 of UGC Act, 1956, situated at Sector 1, Kamothe, Navi Mumbai 410209 (hereinafter called **MGMMCNM**)

and

AstraZeneca Pharma India Ltd, Block N1, 12th Floor, Manyata Embassy Business Park, Outer Ring Rd, Rachenahalli, Bengaluru, Karnataka 560045 ("**AstraZeneca**").

- A. Whereas MGMMCNM established under applicable laws, is authorised to award degree to students pursuing studies with MGMMCNM and has approached AstraZeneca for an internship opportunity under its Internship training program for MGMMCNM' student Dr. Harshit Zaveri, who joined MGMMCNM in July 2020 and is pursuing MD Pharmacology, (hereinafter the "**Student**") for a period of 2 months from 20th April 2022.
- B. Whereas AstraZeneca has agreed to provide such internship opportunity in accordance with the terms and conditions set forth in this MOU.

Now Therefore, in consideration of the foregoing and mutual promises made herein and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties intending to be legally bound, agree as follows:

1. OBJECTIVES OF THE MOU

The objective of this MOU is to provide a formal basis for the interaction between MGMMCNM and AstraZeneca for the internship for the Student in AstraZeneca Medical Affairs functions/ departments.

2. ACTIVITIES TO BE CARRIED OUT UNDER THE INTERNSHIP

2.1 Scope of Work

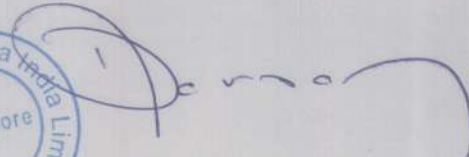

MGMMCNM shall ensure that Student complies with terms as expected under this MOU, including but not limited to the below:

- Student agrees to work on projects as directed by staff of AstraZeneca.
- Student agrees to report to AstraZeneca at times directed by AstraZeneca
- Student agrees to follow the administrative policies of AstraZeneca, including confidentiality policies, personnel practices, and business protocols and all other AstraZeneca SOPs, policies and restrictions as communicated by AstraZeneca from time to time.
- Student agrees to abide by the MGMMCNM's departmental or program policies relating to professional behavior.
- Student is responsible for his/her own personal transportation and living arrangements.
- Student acknowledges that AstraZeneca faculty will determine successful completion of the internship and that student must successfully complete the internship.

2.2 Responsibilities of MGMMCNM

- MGMMCNM will be solely responsible for the educational and curricular components of the Student's academic program and of the MD Pharmacology course.
- MGMMCNM will be solely responsible for the conduct of the student during his/her time at


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AstraZeneca


- MGMMCNM designates that the following staff member responsible for serving as a point of contact:
 - **MGMMCNM Supervisor Name: Dr. Prakash N. Khandelwal**
 - **Job Title: Professor and Head of Department**
 - **Telephone Number: +91 9822072226**
 - **Email Address: drkhandelwalpn@gmail.com**

2.3 Responsibilities of AstraZeneca

- AstraZeneca will host Student and provide a planned, supervised program of internship experience for Student.
- AstraZeneca will maintain a safe, positive, and respectful learning environment for Student.
- AstraZeneca will be solely responsible for the manner and means by which the work is performed and for maintaining a safe workplace environment for Student.
- AstraZeneca will provide Student with ongoing guidance and feedback during the course of the internship.
- AstraZeneca will maintain records and reports on Student's performance and provide written evaluations of Student's performance to MGMMCNM at the end of the internship period.
- AstraZeneca designates the following staff member responsible for serving as a supervisor/manager for the student during the period of the internship:
 - **Project Guide: Gagandeep Momi**
 - **Job Title: Medical Affairs Manager**
 - **Telephone Number: 9205074255**
 - **Email Address: gagandeep.momi@astrazeneca.com**

3. ADDITIONAL TERMS

- 3.1 MGMMCNM represent and warrant that its educational programs are being and shall be conducted in compliance with MCI and 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.
- 3.2 In case of any visits to AstraZeneca facilities, including internships, unless otherwise agreed, the students of MGMMCNM themselves will bear the transportation, food, accommodation costs and any other costs in relation to the internship. AstraZeneca may, at its sole discretion, provide the canteen facility, subject to availability and as per AstraZeneca's policies.
- 3.3 MGMMCNM shall ensure that its Student diligently attend all the days of any internship throughout its duration and shall dutifully satisfy the work assigned without default.
- 3.4 Any Student(s) undergoing internship with AstraZeneca, if found violating AstraZeneca policies, rules and regulations or indulging in such activities that amounts to tarnishing the image of AstraZeneca or causing damage to the person and/or property of AstraZeneca or any other misconduct, such student's internship program at AstraZeneca would be terminated. AstraZeneca's decision as to student's misconduct will be final and binding on both students and MGMMCNM. AstraZeneca would not be liable for any payment as compensation or damages for such termination.


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3.5 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 AstraZeneca from time to time.

4. CONFIDENTIALITY

4.1 "Confidential Information" shall mean all information provided by AstraZeneca ("Disclosing Party") to the MGMMCNM and Student (each a "Receiving Party") or accessed by Receiving Party in the performance of the Agreement, 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 the receiving party can prove that this information:

- 4.1.1 Is in the public domain at the time of disclosure or comes within the public domain without fault of the Receiving Party.
- 4.1.2 Is already known or become known to the Receiving Party
- 4.1.3 Is received from a third party having no obligations of confidentiality to the Disclosing Party,
- 4.1.4 Is independently developed by the Receiving Party; or
- 4.1.5 Is required to be disclosed by Indian law or court order.

4.2 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 Agreement) 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 Agreement, and shall use reasonable endeavors 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.

4.3 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 only to its officers and employees concerned with the relevant activity of Receiving Party in which the Representative is involved, which may include the Student ("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.

- 4.4 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, 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 or is not disclosed or duplicated for the use of any third party.
- 4.5 Notwithstanding anything to the contrary contained in this MOU, it is agreed between the parties and MGMMCNM hereby acknowledges that AstraZeneca, 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.
- 4.6 MGMMCNM acknowledges and understands the sensitivity of the Confidential Information to which its Representatives may have access to while at any AstraZeneca 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 AstraZeneca with each of its Representatives on a regular basis.
- 4.7 Each party warrants that it has the right to make the disclosures under this Agreement. The parties acknowledge that although they shall each endeavor to include in the Confidential Information all information that they each believe relevant for the agreed purpose, the parties understand that Confidential Information is disclosed by Disclosing Party on "as-is" basis only and no representation or warranty as to the accuracy or completeness of the Confidential Information is being made by either party as the Disclosing Party. Neither party hereto shall have any liability to the other party or to the other party's Representatives resulting from any use of the Confidential Information except with respect to disclosure of such Confidential Information in violation of this Agreement.

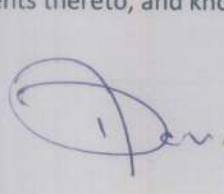
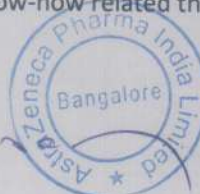
5. INDEMNIFICATION:

MGMMCNM shall indemnify and hold AstraZeneca harmless from liability resulting from the negligent acts or omissions of MGMMCNM, its 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 AstraZeneca harmless from claims arising out of the negligence or wilful malfeasance of AstraZeneca, its officers, agents, or employees, students, or any person or entity not subject to MGMMCNM's, supervision or control or by negligent failure of MGMMCNM, 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.

6. INTELLECTUAL PROPERTY:

- 6.1 "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.


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- 6.2 "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.
- 6.3 Information and disclosures made in connection with or in furtherance of this MOU are confidential information and the parties shall protect the information accordingly.
- 6.4 It is recognized and understood that the existing inventions and technologies of AstraZeneca and MGMMCNM, 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 the Student's internship program exclusively belongs to AstraZeneca. However, the ownership in Intellectual Property of MGMMCNM and AstraZeneca from their own research projects and works developed prior to or independently of this Agreement continues to be retained by respective.
- 6.5 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 AstraZeneca belongs to AstraZeneca; and MGMMCNM is obliged to take all necessary steps to ensure ownership rights of Intellectual Property transferred to AstraZeneca, including the disclosure to AstraZeneca of all pertinent information and data with respect thereto and the execution of all applications, specifications, oaths, assignments, and all other instruments that AstraZeneca may reasonably deem necessary in order to apply for and obtain such rights in the material developed and in order to assign and convey to AstraZeneca.

7. PUBLICATION

- 7.1 MGMMCNM and Students commit that all information including notes, memorandum, design, drawing and manuscript shall be kept strictly 'confidential' and no part of Confidential Information shall be written nor published in any of their work or articles without the prior written consent of AstraZeneca.
- 7.2 This MOU is being signed consequent to MGMMCNM and the Students giving an undertaking to AstraZeneca that they will not use any information of AstraZeneca and its group companies during the internship for research programme and they shall obtain No Objection Certificate from AstraZeneca authorised representative to publish whole or part of their research work conducted under the internship program under this MOU.
- 7.3 MGMMCNM and the Students undertake that the research work shared with AstraZeneca under this Agreement shall not be used for any other purposes other than for internal evaluation of the Students research programme. In the event the student desires to publish the research work, then such Student shall obtain a no – objection certificate from MGMMCNM and AstraZeneca.
- 7.4 Publication by Student will be strictly for academic purposes and shall adhere to any restrictions and instructions that AstraZeneca may communicate verbally or in writing. Student or

MGMMCNM from time to time. Student is mandatorily required to get written approval from AstraZeneca on the content of the said publication.

8. TERM AND TERMINATION

- 8.1 This MOU shall be valid for a period of 2 months from the Effective Date or till MGMMCNM decides to discontinue the Student's internship programme or unless sooner terminated by AstraZeneca by giving written notice of fifteen (15) days, whichever is earlier ("Term").
- 8.2 Notwithstanding anything stated herein, the obligations of confidentiality, non-disclosure and non-use of Confidential Information and Intellectual Property Rights cast on MGMMCNM and/or Students shall survive for a period of 5 (five) years from the expiry of the Term and with respect to trade secrets and know how disclosed hereunder shall survive for an indefinite period under Applicable Law.
- 8.3 Each party is entitled to terminate this MOU forthwith in the event:
- 8.3.1 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.
- 8.3.2 For any reason whatsoever other party becomes disentitled in law to perform its obligations under this MOU.
- 8.3.3 A change in constitution of other party that will materially affect its ability to perform its obligations under this MOU.
- 8.4 Upon termination of this agreement, 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, AstraZeneca shall not be liable for paying any sum or sums whatsoever by way of compensation, damages or loss or otherwise to MGMMCNM.
- 8.5 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.

9. NON-EXCLUSIVITY

The relationship of the parties under this MOU shall be nonexclusive and both parties, including their affiliates, subsidiaries and divisions, are free to pursue other agreements or collaborations of any kind.

10. GOVERNING LAW & DISPUTE RESOLUTION

This MOU shall be governed by and construed in accordance with the laws of India, without reference to its conflict of laws and provisions. If any dispute arises between the two parties of the MoU regarding implementation of the terms of the MoU or any other matter incidental to or connected with the subject matter of the MoU, such dispute shall be resolved as far as possible


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amicably by mutual consultations, using the good offices of AstraZeneca or their respective nominees, and in case such disputes are not possible to be resolved amicably, then the entire matter may be referred by any of the parties to this MoU to two senior officials - one each to be nominated by the Vice-Chancellor MGMMCNM and by AstraZeneca. In the event of any breach or dispute in relation to this MoU, AstraZeneca shall be entitled to seek appropriate legal remedy including injunctive relief before the courts of Mumbai and in case of such dispute, if required by AstraZeneca, MGMMCNM shall immediately withdraw the Student from ongoing internship program without requiring AstraZeneca to substantiate the claim.

11. RELATIONSHIP

AstraZeneca and MGMMCNM shall act in their independent capacities in the performance of their respective functions under this MOU. Nothing in this MOU shall be construed to make party a partner, an agent or legal representative of the other for any purpose.

AstraZeneca shall not be held liable for any act or omission of the MGMMCNM and/or the Students for whatsoever reasons.

12. ASSIGNMENT

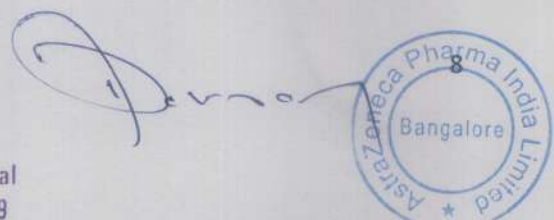
It is understood by the parties herein this MOU is based on the professional competence and expertise of each party and hence neither party shall transfer or assign this Agreement, or rights or obligations arising hereunder, either wholly or in part, to any third party.

13. ANTI-BRIBERY AND CORRUPTION

13.1 MGMMCNM agrees that, in connection with the performance of this Agreement, 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 AstraZeneca 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.

13.2 In the event AstraZeneca has reasonable doubt that MGMMCNM has failed to perform its obligations in accordance with this Clause, AstraZeneca shall have a right to immediately suspend all operations under this Agreement with notice to MGMMCNM in this regard, pending AstraZeneca'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 /documentary proof /information in relation to the alleged doubt / failure. If MGMMCNM fails to comply with this request of AstraZeneca within 30 days or if after reviewing the documents/information as provided by MGMMCNM to AstraZeneca


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comes to a conclusion that that there has been a failure of this Clause by MGMMCNM, AstraZeneca shall be entitled to terminate this Agreement immediately. MGMMCNM shall have no claim against AstraZeneca for compensation for any loss of whatever nature by virtue of the termination of this Agreement in accordance with this Clause.

- 13.3 **"Applicable Laws"** for the purpose of this MOU shall mean all applicable statutes, rules, directives, regulations and legislation in force from time to time and other legal requirements of Government, administrative, local and / or judicial/ quasi-judicial authorities, as amended and as applicable.

14. COSTS OF THE MOU

Each party shall bear the respective costs of carrying out the obligations under this MOU.

15. MISCELLANEOUS

- 15.1 **Non-assignability:** This MOU shall bind MGMMCNM and its Students, his/her or their respective heirs, legal representatives, executors and successors-in-interest. No rights and obligations under this MOU shall be assigned by the MGMMCNM and its Students to any person, including heirs or representatives. It is hereby acknowledged that AstraZeneca shall be entitled to assign its rights and obligations under this MOU to any of its affiliates. 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.
- 15.2 **Opportunity to review:** 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.
- 15.3 **Waiver of Rights:** Failure of either party to exercise any of its rights under this MOU on one or more occasions shall not constitute a waiver of such right to exercise the same on any other occasion.
- 15.4 **Severability:** If any provision of this MOU is held invalid, such invalidity shall not affect any other provision of this MOU which can be given effect without the invalid provision, and to this end the provisions of this MOU are declared to be severable. If such invalidity becomes known or apparent to the parties, they shall promptly negotiate, in good faith, in an attempt to make appropriate changes and adjustments to achieve as closely as possible, consistent with applicable law, the intent and spirit of the invalid provision.
- 15.5 **Entire MOU:** This document constitutes the final, complete, and exclusive written expression of the agreement between the parties with respect to the subject hereof and merges and supersedes all prior discussions and writings with respect hereto. The obligations contained in this MOU, which by their nature extend beyond termination, shall survive termination.
- 15.6 **No other quid pro quo:** MGMMCNM agrees and understands that it shall not use this MOU as consideration for any understanding in relation to prescription, recommendation or other


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arrangement in relation to any AstraZeneca group products. Further no monetary consideration is envisaged to be exchanged between parties hereto under this MOU.

15.7 General warranties: Each party represents and warrants to the other that:

15.7.1 it has full power and authority to enter into this MOU, and to do all things necessary for the performance of this MOU;

15.7.2 this MOU has been duly authorised for execution by it;

15.7.3 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;

15.7.4 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;

15.7.5 it shall do all such acts and things reasonably 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 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.

15.8 Force Majeure: 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.

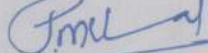
16. SIGNED IN DUPLICATE

This MOU is executed in duplicate with each copy being an official version of the MOU and having equal legal validity.

BY SIGNING BELOW, the parties, acting by their duly authorized officers, have caused this Memorandum of Understanding to be executed, effective as of the day and year first above written.

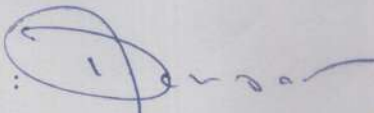
On behalf of MGM Medical College,

Navi Mumbai.


Sign : 
Name : Dr. Prakash N. Khandelwal
Title : Professor & H.O.D
Date : 18.04.2022

Prof. & Head Pharmacology
M.G.M. Medical College,
Karnoth, Navi Mumbai-410209

On behalf of AstraZeneca Pharma India Ltd

Sign : 
Name : Mohammed Mansoor Hussain
Title : Talent Acquisition Lead
Date :



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