

ETHICON

PART OF THE JOHNSON-JOHNSON FAMILY OF COMPANIES

Date: 19/3/15

Educational Material/Book

Name: Dr. Praveen Suryavanshi,

Address: M.G.M. Medical College & Hospital, Aurangabad

Dear Sirs,

Johnson & Johnson Private Limited, a company with office at address, Arena Space, behind Majas Depot, off JVL Road, Jogeshwari (East), Mumbai 400 060 ("COMPANY"), is pleased to provide M.G.M. College & Hospital, - (the "Institution") with - Aurangabad (Skill Lab) (the "Educational Material/Books"). The purpose of this letter agreement is to set forth the terms and conditions pursuant to which the COMPANY shall provide the Educational Material/Books to the Institution.

1. The Educational Material/Books shall be used by the Institution to support the following Educational program(s):
Skill Lab Material Providing for Training Standards in
around closure techniques & Payment in Favor of
Classo-Tech Industries Pvt. Ltd.
2. The COMPANY and Institution acknowledge and agree that the Institution shall have sole and complete control over selecting beneficiaries for the Educational Material/Books.
3. The COMPANY will not be supporting any kind of overheads related to the items provided as Educational Material/Books.
4. The Institution shall remit to the COMPANY a detailed accounting of the manner in which the Educational Material/Books proceeds were disseminated to beneficiaries and otherwise expended. Additionally, the Institution shall permit the COMPANY to review the Institution's accounting records and document supportings, which are related to the Educational Material/Books, as requested by the COMPANY from time to time.
5. The Institution and Company acknowledge and agree that the Educational Material/Books has not been determined in a manner which takes into account the volume or value of any business otherwise generated between the Institution and the COMPANY and shall not obligate the Institution to purchase, use, recommend, or arrange for the use of any product of the COMPANY.

enhance and/or
student learning
capabilities by providing



Dy. Dean
MGM Medical College & Hospital
N-5, CIDCO, Aurangabad.



Registered Office : Johnson & Johnson Private Limited, L.B.S. Marg, Mulund (W), Mumbai 400 080.

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Web: www.jnjindia.com CIN: U33110MH1957PTC010928

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6. The Institution represents that it is legally allowed to accept the Educational Material/Books for the aforesaid purpose from the Company. The Institution shall comply with all applicable laws including the U.S. Foreign Corrupt Practices Act, the Prevention of Corruption Act 1988, as well as Company's applicable policies including HCBI Guidelines as communicated in writing by Company from time to time. The Institution agrees to certify compliance with the all applicable provisions and policies at Company's request.
7. Neither party shall perform any actions that are prohibited by local and other anti-corruption laws (collectively "Anti-Corruption Laws") that may be applicable to one or both parties to the Agreement. Without limiting the foregoing, neither party shall make any payments, or offer or transfer anything of value, to any government official or government employee, to any political party official or candidate for political office or to any other third party related to the transaction in a manner that would violate Anti-Corruption Laws.
8. This letter agreement may immediately be terminated by the COMPANY in the event of a breach of any of the provisions of this letter agreement by the Institution, which breach is not cured by the Institution within thirty (30) days after written notice thereof from the COMPANY. In the event that this letter agreement is terminated as provided in this paragraph, the Institution shall immediately return to the Company the items provided as Educational Material/Books.
9. The Institution and Company agree that this letter agreement shall be governed by and interpreted under the laws of country India.
10. The Institution and the COMPANY further agree that this letter agreement sets forth their entire understanding regarding the subject matter hereof, supersedes all prior agreements or understandings, whether written or oral, between the Institution and the COMPANY, and can only be modified upon the prior mutual written agreement of the Institution and the COMPANY.



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If the terms of this letter agreement are acceptable to the Institution, please acknowledge the Institution's agreement to the terms of this letter agreement by countersigning the attached copy and returning it to my attention.

Sincerely,

For the COMPANY:-

Sign: *Ud Tareque*

Name: Tareque Mohammed

Title: Regional Sales Manager - Ethicon West

Date: 19/3/15

Agreed and acknowledged

For the Institution:-

Sign: *[Signature]*

Name:

Dy. Dean

Dr. Pravin Suryawanshi

Title:

MGM Medical College & Hospital
N-6, CIDCO, Aurangabad.

Date:

20/03/15