

MEMORANDUM OF UNDERSTANDING

BETWEEN

MGM Institute of Health Sciences,
Sector 1, Sion – Panvel Express Highway,
Kamothe, Navi Mumbai.

AND

GlaxoSmithKline Pharmaceuticals Ltd.,
Dr. Annie Besant Road, Worli,
Mumbai, 400030.



Dean

MGM Medical College, Navi Mumbai

Dean.

MGM Medical College & Hospital
Kamothe, Navi Mumbai - 410209

This Memorandum of Understanding ("MOU") made and entered into on this 6th day of April 2018 between **MGM Institute of Health Sciences**, a Deemed to be University under Section 3 of UGC Act, 1956, situated at Sector 1, Kamothe, Navi Mumbai 410209 (hereinafter called **MGMIHS**) and **GlaxoSmithKline Pharmaceuticals Ltd.**, situated at Dr. Annie Besant Road, Worli Mumbai 400030 duly registered under Companies Act 1956 (hereinafter called **GSK**),

Whereas **MGMIHS** established under applicable laws, is authorised to award degree to students pursuing studies with MGMIHS and has approached GSK for opportunity for the **Internship training program** for MGMIHS' student **Dr. Rohit Sane, pursuing MD Pharmacology, Joined in May 2016**, (hereinafter the "**Student**") for the period of **2 months from 9th April 2018 to 8th June 2018**.

Whereas GSK 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 mutual benefits to be derived therefrom 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 MGMIHS and GSK for the internship for Student in GSK's Medical Affairs functions/ departments.

2. ACTIVITIES TO BE CARRIED OUT UNDER THE INTERNSHIP

2.1 Scope of Work

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

2.2 Responsibilities of MGMIHS

- MGMIHS will be solely responsible for the educational and curricular components of the Student's academic program and of the Course.
- MGMIHS will be solely responsible for the conduct of the student during his/her time at GSK.
- MGMIHS designates that the following staff member responsible for serving as a point of contact:
 - **MGMIHS Supervisor Name: Dr. Savita Shahani**
 - **Job Title: Professor & Head, Dept. of Pharmacology**
 - **Telephone Number: +91-9819277578**
 - **Email Address: drshahani@rediffmail.com**

2.3 Responsibilities of GSK

- GSK will host Student and provide a planned, supervised program of internship experience for Student.
- GSK will maintain a safe, positive, and respectful learning environment for Student.
- GSK will be solely responsible for the manner and means by which the work is performed and for maintaining a safe workplace environment for Student.
- GSK will provide Student with ongoing guidance and feedback during the course of the internship.
- GSK will maintain records and reports on Student's performance and provide written evaluations of Student's performance to MGMIHS at the end of the internship period.
- GSK designates the following staff member responsible for serving as a supervisor/manager for the student during the period of the internship:
 - **GSK Supervisor Name: Dr. Yashpal Chugh**
 - **Job Title: Senior Medical Advisor**
 - **Telephone Number: +91-9990460200**
 - **Email Address: yashpal.d.chugh@gsk.com**

3. ADDITIONAL TERMS

- 3.1 MGMIHS 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 GSK facilities, including internships, unless otherwise agreed, the students of MGMIHS themselves will bear the transportation, food, accommodation costs and any other costs in relation to the internship. GSK may, at its sole discretion, provide the canteen facility, subject to availability and as per GSK's policies.
- 3.3 No stipend or other payment is provided to the Student.
- 3.4 MGMIHS 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.
- 3.5 Any Student(s) undergoing internship with GSK, if found violating GSK policies, rules and regulations or indulging in such activities that amounts to tarnishing the image of GSK, or causing damage to the person and/or property of GSK or any other misconduct, such student's internship program at GSK would be terminated. GSK's decision as to student's misconduct will be final and binding on both students and MGMIHS. GSK would not be liable for any payment as compensation or damages for such termination.
- 3.6 MGMIHS 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, Student's internship program at GSK will be terminated automatically, except in unavoidable circumstances with prior approval.
- 3.7 MGMIHS acknowledge that MGMIHS 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 GSK from time to time.

4. CONFIDENTIALITY

- 4.1 **"Confidential Information"** shall mean all information provided by GSK ("Disclosing Party") to the MGMIHS 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 MGMIHS hereby acknowledges that GSK, 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 MGMIHS as contained in this MOU or as may be exchanged whilst performing the obligations under this MOU. MGMIHS hereby expressly permits such disclosure and waives any right to object in future.
- 4.6 MGMIHS acknowledges and understands the sensitivity of the Confidential Information to which its Representatives may have access to while at any GSK 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 GSK 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:

MGMIHS shall indemnify and hold GSK harmless from liability resulting from the negligent acts or omissions of MGMIHS, its agents or employees pertaining to the activities to be carried out pursuant to the obligations of this MOU; provided however, that MGMIHS, shall not hold GSK harmless from claims arising out of the negligence or wilful malfeasance of GSK, its officers, agents, or employees, students, or any person or entity not subject to MGMIHS 's, supervision or control or by negligent failure of MGMIHS , 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 MGMIHS.

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.
- 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 GSK and MGMIHS, 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 GSK. However, the ownership in Intellectual Property of MGMIHS and GSK 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 GSK belongs to GSK; and MGMIHS is obliged to take all necessary steps to ensure ownership rights of Intellectual Property transferred to GSK, including the disclosure to GSK of all pertinent information and data with respect thereto and

the execution of all applications, specifications, oaths, assignments, and all other instruments that GSK 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 GSK.

7. PUBLICATION

- 7.1 MGMIHS 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 GSK.
- 7.2 This MOU is being signed consequent on MGMIHS and the Students giving an undertaking to GSK that they will not use any information of GSK and its group companies during the internship for research programme and they shall obtain No Objection Certificate from GSK authorised representative to publish whole or part of their research work conducted under the internship program under this MOU.
- 7.3 MGMIHS and the Students undertake that the research work shared with GSK for the purposes of obtaining No Objection Certificate shall not be used for any other purposes other than for internal evaluation of the Students research programme.
- 7.4 Publication by Student will be strictly for academic purposes and shall adhere to any restrictions and instructions that GSK may communicate verbally or in writing Student or MGMIHS from time to time. Student is mandatorily required to get written approval from GSK on the content of the said publication.

8. TERM AND TERMINATION

- 8.1 This MOU shall be valid for a period of 6 months from the Effective Date or till MGMIHS decides to discontinue the Student's internship programme or unless sooner terminated by GSK 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 MGMIHS 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, GSK shall not be liable for paying any sum or sums whatsoever by way of compensation, damages or loss or otherwise to MGMIHS.

- 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 amicably by mutual consultations, using the good offices of GSK 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 MGMIHS and by GSK. In the event of any breach or dispute in relation to this MoU, GSK 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 GSK, MGMIHS shall immediately withdraw the Student from ongoing internship program without requiring GSK to substantiate the claim.

11. RELATIONSHIP

GSK and MGMIHS 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.

GSK shall not be held liable for any act or omission of the MGMIHS 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. LEAVE

The Student's internship will be counted as part of MD Pharmacology course, as an elective posting.

14. ANTI-BRIBERY AND CORRUPTION

- 14.1 MGMIHS 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 GSK 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.

14.2 In the event GSK has reasonable doubt that MGMIHS has failed to perform its obligations in accordance with this Clause, GSK shall have a right to immediately suspend all operations under this Agreement with notice to MGMIHS in this regard, pending GSK's assessment of such failure, and to inter alia call upon MGMIHS 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 MGMIHS fails to comply with this request of GSK within 30 days or if after reviewing the documents/information as provided by MGMIHS to GSK, GSK comes to a conclusion that that there has been a failure of this Clause by MGMIHS, GSK shall be entitled to terminate this Agreement immediately. MGMIHS shall have no claim against GSK for compensation for any loss of whatever nature by virtue of the termination of this Agreement in accordance with this Clause.

14.3 **"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.

15. COSTS OF THE MOU

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

16. MISCELLANEOUS

16.1 **Non-assignability:** This MOU shall bind MGMIHS 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 MGMIHS and its Students to any person, including heirs or representatives. It is hereby acknowledged that GSK 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

16.2 **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.

- 16.3 **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.
- 16.4 **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.
- 16.5 **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.
- 16.6 **No other quid pro quo:** MGMIHS 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 any GlaxoSmithKline group products. Further no monetary consideration is envisaged to be exchanged between parties hereto under this MOU.
- 16.7 **General warranties:** Each party represents and warrants to the other that:
- 16.7.1 it has full power and authority to enter into this MOU, and to do all things necessary for the performance of this MOU;
- 16.7.2 this MOU has been duly authorised for execution by it;
- 16.7.3 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;
- 16.7.4 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;
- 16.7.5 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.


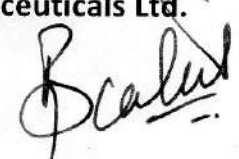
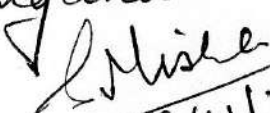
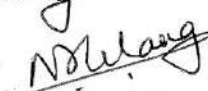
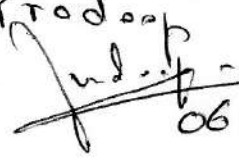
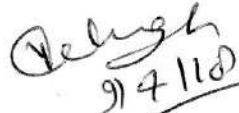
16.8 **Force Majeure:** In a force majeure event a party claiming force majeure will be relieved of those obligations to the extent it is thereby unable to perform, and such inability to perform will not make such party liable to any other party until the said force majeure event or its effect ceases.

17. **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 Institute of Health Sciences** On behalf of **GlaxoSmithKline Pharmaceuticals Ltd.**

Sign : 	Sign : 
Name : Dr. B. S. Shelkar	Name : Dr. BHAVESH KOTAK
Title : Prof & Head	Title : EVP - Medical
Date : 06/04/2018	Date : 09/04/2018
Witness:	Witness:
1. Dr. Sushama Mishra  6/4/18	1. Dr. Nivedita Telang Head Medical 
2. Dr. Pradeep Jadhav  06/4/2018	2. Dr. Yashpal Chugh Sr medical Advisor  9/4/18