

COLLABORATION AGREEMENT

Effective Date: 30.10.23

This Collaboration Agreement ("AGREEMENT") is executed by and between

M/s. Merck Specialities Private Limited, a company registered under the Companies Act, 1956 (CIN: U24100MH2005PTC152680) and having its Registered Office at Godrej One, 8th Floor, Pirojsha Nagar, Eastern Express Highway, Vikhroli (E), Mumbai 400079 (hereinafter referred to as "Merck" which expression shall unless repugnant to the context or meaning thereof be deemed to include its successors and assigns) of the One Part,

and

M/s. The University of Burdwan, having address at Burdwan Rajbati, Bardhaman, West Bengal 713104 (Hereinafter referred to as "INSTITUTE" which expression shall unless repugnant to the context or meaning thereof be deemed to include its successors and assigns) of the Other Part.

WHEREAS:

- A. Merck is a leading science and technology company in healthcare, life science and electronics. Founded in 1668, Merck is the world's oldest pharmaceutical and chemical company. Given its reputation, Merck provides good internship opportunities.
- B. Institute is a State University that began its journey on June 15, 1960, with 6 PG Departments and 30 Affiliated Colleges. The University is offering Certificate, Diploma, Honors, Postgraduate, M. Phil & Doctoral Programs. University offers an opportunity to invent and reinvent thoughtful minds, for widening the horizon much beyond their immediate confines.
- C. Merck and Institute would like to collaborate with each other for mutual benefit.
- D. Merck and Institute have accordingly held discussions and executed this AGREEMENT.

Scope and Purpose

- a. In the interest of bridging the gap between academic deliverables and the requirements of Industries, the Institute under its Institute-Industry Collaboration to Train and Employ (IICTE) model proposes to facilitate implementation of the Campus-Connect Program of MERCK for the students pursuing B.Sc., MSc., Pharm, Pharm. D and M. Pharm in INSTITUTE which is a constituent college under Burdwan University. In this regard, the Institute is promoting its students above to undertake training with MERCK at the institute.

- b. To collaborate on developing a curriculum to teach process specific subjects.

For instance: -

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| <ul style="list-style-type: none">• New Drug Discovery• Pharma Quality Control• Pharmacovigilance• Lab Testing and Regulatory Compliances for Food & Beverages• Emerging Biotech areas: Precision Medicine, Synthetic Biology, Gene Editing, Gene Sequencing, Tissue Engineering | <ul style="list-style-type: none">• Clinical Diagnostics• Clinical trial using data and technology• Clinical trial investigation (What & How)• Clinical Data Management
• Medical/Scientific writing |
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- c. Merck can outsource wide spectrum of Standard and routine R&D activities such as chemical synthesis, toxicology, drug metabolism, formulations development, analytical and testing services, API manufacturing etc.,
- d. Also, basic research to late-stage development: genetic engineering, target validation, assay development, safety and efficacy tests in animal models, and clinical trials involving humans can be some of the other activities that firms can choose to outsource to our institutions.
- e. Setting up research and analysis facility: Merck can also consider setting up its research and analysis facility in the institution under the IICTE (Institute Merck Collaboration to Train and Employ) model and the students can be trained according to the specific requirement of Merck. The students would get a realistic perspective of what is expected from them in a work environment with respect to both technical and workplace skills, and companies would find such students lot more suited for a full-time job when they graduate.
- f. Merck can offer their staff the opportunity to pursue their PhD at INSTITUTE at their time and pace.
- g. To strengthen and broaden B. Pharm, M. Pharm and Pharm.D programmes at INSTITUTE.
- h. To train academic staff of INSTITUTE in co-operation with the Merck.

MERCK AND INSTUTUTE HAVE AGREED AS FOLLOWS:

1. Obligations of Merck:

It is clarified that, notwithstanding anything to the contrary:

- Merck is not obligated to provide internship or employment to the Institute's students.
- The selection and placement of the Institute's students shall be based on performance in interviews and reference checks.
- The performance of the Institute's students shall be subject to periodical reviews and corrective actions by Merck (including but not limited to termination).
- If the Institute's students are selected by Merck, the terms of engagement shall be governed by the Appointment Letters issued to respective students.
- Merck shall have exclusive discretion in such matters.

2. Obligations of Institute:

- a. Enrollment of the Students and the award of certificates for Training / Research programmes shall be joint responsibility of the Institute and the Merck.
- b. INSTITUTE will propose the suitable Students for the training / internship programme with MERCK. MERCK may accept or reject the students at its sole discretion based on the requirement, availability of vacancies and meeting the selection criteria of MERCK.
- c. From time to time, the number of Students who can be considered for the training by MERCK will be evaluated jointly by INSTITUTE and MERCK through a separate letter, through its authorized representative - Principal of the college/Head of the college.

3. Confidentiality:

Except to the extent expressly authorized by this AGREEMENT or otherwise agreed in writing by the Parties, each Party agrees that it shall keep confidential and shall not publish or otherwise disclose and shall not use for any purpose other than as provided for in this AGREEMENT, any Confidential Information disclosed to it by the other Party pursuant to this AGREEMENT, except to the extent that the receiving party can demonstrate by competent evidence that specific Confidential Information is required to be disclosed by law. The INSTITUTE shall ensure it has requisite agreements in place with its students and representatives to ensure that they are bound by the confidentiality obligations as specified in this AGREEMENT. The INSTITUTE shall be ultimately responsible for any unauthorized disclosures by its students and representatives of Merck's Confidential Information.

4. Term and Termination:

This AGREEMENT commences on the Effective Date and continues until 3 years from date of execution or until terminated earlier as provided herein. The parties shall have the right to terminate this AGREEMENT by giving the other party written notice of its intent by providing 30 days' notice.

5. Publicity:

Merck and Institute each agree not to use the trademarks, trade names, services marks, or other proprietary marks of the other Party to this Agreement in any advertising, press releases,

publicity matters, or other materials other than the one related to this Agreement, without the prior written approval of the other Party. In addition, each Party agrees not to initiate or distribute any press releases, publicity matters, or other promotional materials related to or referencing the subject matter of this Agreement without the prior written approval of the other Party.

6. Warranties & Indemnity:

Institute represents and warrants that (i) it has the full power and right to enter into this AGREEMENT; (ii) it shall strictly comply with all applicable laws, rules, regulations and ordinances with respect to its role and obligations hereunder; (iii) there are no prior commitments with a third party that might interfere with its obligations hereunder; (vi) neither it nor its activities under this AGREEMENT will violate, infringe or misappropriate any right or legally protected interest of any person or entity; (vii) it has obtained and shall maintain all releases, permissions and licenses necessary for Institute to enter into this AGREEMENT; and (viii) it shall make no payment nor transfer anything of value, directly or indirectly, to any official or other person to influence any decision to obtain or retain business or gain an advantage in the conduct of business or to induce such official or other person to perform a function in violation of any statute, rule or regulation. Institute shall keep Merck fully indemnified from all liabilities, penalties, consequences etc. that may come upon Merck arising out of or in connection with any breach of any covenant, representation or warranty made by Institute under this AGREEMENT.

7. Compliance Obligations:

Merck intends to conduct its business in compliance with applicable laws and in accordance with environmental, labor and social standards and to abide by the standards set forth in the Merck Values, Social Charter and Code of Conduct (available at <http://www.merckgroup.com> and <http://www.merck.co.in>). Institute shall comply, and shall ensure that its subcontractors comply, with applicable laws and reasonably comparable environmental, labor, and social standards. Institute acknowledges that it is aware of the OECD Convention on Combating Bribery of Foreign Public Officials in International Business Transactions and shall comply and shall ensure that its subcontractors comply with its principles. Institute shall not offer, promise, give, authorize, or consent to the giving of money or anything of material value to any person (i) with the purpose or effect of securing any improper advantage in order to obtain or retain business or (ii) to induce or prevent the performance of an individual's duties in violation of Applicable Law.

Merck has implemented a selection process for partners that is designed to help ensure compliance with Applicable Law and Merck policies. As part of such selection process and in order to monitor and ensure compliance by Institute of its obligations under this Section entitled "Compliance Obligations," Institute shall provide to Merck such information concerning Institute and its activities as may be reasonably requested from time to time by Merck. Institute represents that information Institute provides does not contain any untrue

statement of a material fact and does not omit to state a material fact necessary to make the information provided, in the light of the circumstances under which the information was provided, not misleading.

Should Merck discover that Institute or its subcontractors are in breach of the foregoing, Merck may terminate this AGREEMENT without notice and Institute hereby indemnifies Merck and its officers from any loss resulting from the breach or consequent termination.

8. **Assignment.** The rights and obligations of the INSTITUTE under this AGREEMENT are personal to the INSTITUTE and may not be assigned or subcontracted to others without Merck's written consent. The INSTITUTE shall ensure that all third parties who provide services on behalf of the INSTITUTE comply with the terms of this AGREEMENT. Merck may assign this AGREEMENT in whole or in part without the INSTITUTE's consent.
9. **Notices.** Notices hereunder must be in writing and given to the other party by in-hand delivery, by first class mail, postage prepaid, or by air courier to the mailing address set forth above or to such other address as either party may designate. Notices shall be effective when received.
10. **Severability.** If any provision of this AGREEMENT is held to be invalid, void, or unenforceable, such provision shall be deemed to be restated to reflect as nearly as possible the original intentions of the parties in accordance with applicable law, and the remaining provisions of this AGREEMENT shall remain in full force and effect.
11. **Miscellaneous.** In the event of a conflict between the body of this AGREEMENT and any SOW, the body of this AGREEMENT shall govern. In the event of a conflict between the body of a SOW and any attachment thereto, the body of the SOW shall govern. This AGREEMENT and all claims related to it shall be governed by the laws of India. Any dispute between the parties shall be subject to the jurisdiction of courts in Mumbai. This AGREEMENT is the entire agreement between the parties relating to the subject matter hereof and supersedes all prior agreements between the parties relating to the subject matter hereof. No agreement modifying or waiving any provision of this AGREEMENT shall be binding unless made in a writing that references this AGREEMENT and is signed by both parties. Facsimile signatures shall have the same effect as originals. This AGREEMENT may be executed in counterparts.

The parties hereto have executed this AGREEMENT through their respective authorized representatives on _____:

For Merck Specialities Pvt. Ltd.

Signature:
Name: SUNEELA THATTE
Title: Head, R&D India

For INSTITUTE

Signature: 
Name:
Title:

REGISTRAR
THE UNIVERSITY OF BURDWAN
BURDWAN - 713104