

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (this "MOU"), is made and effective as of **01-April-2023** by and between **IQVIA Consulting and Information Services India Private Limited ("IQVIA")**, a company incorporated under the laws of India with its principal office at **Unit No. 902, 9th Floor, 'B' Wing, Supreme Business Park, Supreme City, Hiranandani Gardens, Powai, Mumbai - 400 076** and **IIHMR University, Jaipur ("IIHMR-Jaipur")**, an institute of higher learning incorporated under the laws of India with its principal office at **1, Prabhu Dayal Marg, Near Sanganer Airport, Jaipur – 302029**, hereby enter into this Memorandum of Understanding ("MOU") on **01-April-2023** in order to outline their mutual intention regarding a potential cooperative relationship in the relation to the Project (as defined below). This Memorandum of Understanding is mutually intended to set forth the framework for this potential cooperation and is agreed and acknowledged not to be binding upon any party with respect to the ultimate execution and delivery of a definitive agreement, or the failure to be able to reach such an agreement.

1. Preamble

1.1 IIHMR University, Jaipur (IIHMR-Jaipur) has been established and incorporated as a postgraduate research university by the Government of Rajasthan vide the IIHMR University, Jaipur Act, 2014 (Act No. 3, of 2014). IIHMR University is UGC recognized, NAAC accredited and ranked 90th NIRF 2022 (Management). IIHMR University has a unique organizational culture that enshrines core values and ethos of autonomy, accountability, openness, and transparency. The multi-disciplinary teams of faculty representing public health, management, economics, statistics, demography, social and behavioural sciences, constitute an enabling environment for learning, professional growth and development. The Ministry of Health and Family Welfare, Government of India identified the university as an 'Institute of Excellence' for its significant contribution in training and capacity building. IIHMR University is dedicated to the improvement in standards of health through better management of health care and related programmes. It seeks to accomplish this through management education, research, training, consultation and institutional networking in a national and global perspective.

1.2 IQVIA is a leading global provider of advanced analytics, technology solutions, and clinical research services to the life sciences industry. IQVIA creates intelligent connections across all aspects of healthcare through its analytics, transformative technology, big data resources and extensive domain expertise. IQVIA Connected Intelligence™ delivers powerful insights with speed and agility — enabling customers to accelerate the clinical development and commercialization of innovative medical treatments that improve healthcare outcomes for patients. With approximately 85,000 employees, IQVIA conducts operations in more than 100 countries.

1.3 The intention of the parties is to combine their respective strengths and to collaborate for their mutual benefit and for the benefit of their respective customers in the healthcare industry. This MOU will define the business approach of the potential collaboration between IQVIA and IIHMR-Jaipur in connection with the implementation and exploitation of the partnership in India ("**Project**").

2. Scope of the collaboration

The currently envisioned conditions of the collaboration between IQVIA and IIHMR-Jaipur for the proposed Project are set forth in the Appendix 1 of this MOU.

3. Intellectual Property Rights

The Parties agree and acknowledge that each party will remain the owner of all inventions, intellectual property rights, know-how, formulae, designs, trade secrets, data, databases, samples, software, methodologies and any ideas which are owned or controlled by that Party and not generated in relation to the Project. Terms and conditions for the use of the intellectual property rights and other property rights of each party in connection with the Project will be defined in the Definitive Agreement.

4. Confidentiality



Subject to this section, each party shall maintain in confidence all Confidential Information (defined below) of the other party and shall not use, copy or disclose any such Confidential Information without the other party's prior written consent. Notwithstanding the foregoing, each party may disclose Confidential Information (1) to its affiliates and those of its and its affiliates' directors, officers, employees, independent contractors, accountants and attorneys (collectively "**Representatives**") who need such information in order to assist or advise such party in the performance of its obligations hereunder; provided, that disclosure to independent contractors may not be made without the other party's prior written consent, which consent shall not be unreasonably withheld and (2) regarding the terms and conditions of this MOU to the extent required by applicable law. Each party shall promptly notify the other party if it discovers any unauthorized use, copying or disclosure of the other party's Confidential Information. In the event that a party (including its Representatives) is requested in accordance with applicable law to disclose the other party's Confidential Information, the receiving party agrees to provide the disclosing party with prompt notice of such request so that the disclosing party will have an opportunity to limit or preclude such disclosure. The receiving party agrees to cooperate with the disclosing party, at the disclosing party's expense, in any lawful effort to contest the requirement of such disclosure. In the event that a protective order or other remedy is not obtained, the receiving party may furnish only that portion of the disclosing party's Confidential Information which such party is legally compelled to disclose and will exercise its best efforts to obtain reliable assurance that confidential treatment will be accorded any Confidential Information so furnished. Upon termination this MOU, the parties agree that (a) all confidentiality provisions of this section shall survive for a period of five (5) years and (b) within thirty (30) days of the termination date, each party shall return or certify in writing the destruction of all documents and electronic media containing the other party's Confidential Information, including all copies.

"**Confidential Information**" shall mean any and all business and technical information of a party disclosed to, or otherwise acquired or observed by, the other party, whether communicated in writing, orally, electronically or in any other form, including, but not limited to, the terms and conditions of this MOU, except Confidential Information does not include any information which (1) becomes generally available to the public through no fault of the receiving party, (2) was independently developed by the receiving party without access to the disclosing party's Confidential Information or (3) becomes available to the receiving party on a non-confidential basis from a source other than the disclosing party; provided that such source is not prohibited from transferring the information to the receiving party by a contractual, legal or fiduciary obligation].

5. **Definitive Agreement**

- 6.1 During the term of this MOU, the parties undertake to negotiate in good faith the terms and conditions of a written agreement covering, among other things the business terms, the implementation of the Project Pilot (as defined below), the protection of intellectual property rights of each party, the countries covered by the Project and other matters set forth in this MOU in form and substance satisfactory to each party ("**Definitive Agreement**") and will exercise their best endeavors to execute the Definitive Agreement.
- 6.2 The Definitive Agreement shall also contain such other provisions as are customary for transactions of the type contemplated by this MOU.
- 6.3 It is expressly mutually agreed that neither party shall have any liability in the event of the Definitive Agreement cannot be reached in form and substance mutually acceptable to both parties.

6. **Publicity**

No public release, announcement or statement to any third party concerning the transactions contemplated hereby (and/or the parties' participation therein) shall be issued or made by any party without the prior written consent of the other party.

7. **Anti-Corruption Provisions**

Each Party hereby represents that it has and will at all times during the Term of this MOU, act in accordance with and comply with all applicable laws and regulations of the United States Foreign Corrupt Practices Act of 1977, as amended from time to time (the "FCPA"), the United Kingdom Bribery Act 2010, as amended from time to time (UKBA), any other applicable anti-corruption laws or regulations of **India**, or IQVIA's Policy against Bribery and Corruption.

Each Party acknowledge that, in connection with this Agreement, it is not aware of nor has been advised of:

- i. any offer, promise, payment, or advantage given to another person with the intent to induce the person to perform a function improperly or to reward a person for performing a function improperly; or
- ii. any offer, promise or payment or other thing of value provided directly or indirectly to a government official for the purposes of influencing an official act or decision, to exert influence, or to otherwise secure an improper advantage for the other Party.

In addition to the above, IIHMR-Jaipur represents and warrants to IQVIA that: in carrying out its responsibilities under this Agreement, IIHMR-Jaipur will comply with the applicable laws of **India** pertaining to bribery or corruption of public officials, as may be amended from time to time in all respects (collectively, the "Anti-Corruption Laws").

8. Global Trade Control Laws

- a. Services covered by this Agreement may be subject to Global Trade Control Laws. IIHMR-Jaipur will perform the Services under this Agreement in compliance with all applicable Global Trade Control Laws. **"Global Trade Control Laws"** include, but are not limited to, the U.S. Export Administration Regulations ("EAR"); the U.S. International Traffic in Arms Regulations ("ITAR"); the economic and trade sanctions of the U.S. Treasury Department's Office of Foreign Assets Control ("OFAC"); European Union ("E.U.") Dual-Use Regulations 428/2009; other E.U. Council economic and trade sanctions or export controls regulations; United Nations economic and trade sanctions or export policies; all relevant regulations and legislative instruments made under any of the above; and any other applicable economic and trade sanctions, export and import control laws, and other related laws, regulations, legislation, orders and requirements imposed by a relevant Governmental Entity. For purposes of this Agreement, **"Governmental Entity"** means any court, agency, department, authority, organization, quasi-governmental organization, or other instrumentality of any national, state, county, city, or other political subdivision.
- b. **Restricted Market/Restricted Party:** IIHMR-Jaipur agrees that neither the Services nor any other activities under this Agreement will take place in or involve, directly or indirectly, a Restricted Market or include, directly or indirectly, individuals, companies, organizations, or Governmental Entities of a Restricted Market. IIHMR-Jaipur represents and warrants that neither IIHMR-Jaipur, nor any other party, directly or indirectly, performing the Services under this Agreement on IIHMR-Jaipur's behalf, is a Restricted Party, and that such parties are not employed by any Restricted Party. IIHMR-Jaipur shall conduct Restricted Party Screening, which includes, but is not limited to, screening any individuals, agents, employees, sub-investigators, subcontractors, or any other relevant party invited to participate in the Services by or through IIHMR-Jaipur, directly or indirectly, against lists of Restricted Parties.

For purposes of this Agreement,

"Restricted Markets" means the Crimean region, Cuba, Iran, North Korea, and Syria (list subject to change based on changes to relevant laws and regulations); and

"Restricted Parties" shall mean parties targeted by the Global Trade Control Laws, including but not limited to persons designated on (ii) OFAC's Specially Designated Nationals and Other Blocked Persons List or Sectoral Sanctions Identifications List; U.S. State Department's Non-proliferation Sanctions List; U.S. Commerce Department's Denied Parties List, Entity List, or Unverified List; United Nations Financial Sanctions Lists; the E.U. or United Kingdom HM Treasury Consolidated Lists of Financial Sanctions Targets; the U.S. Government Suspension and Debarment List; U.S. Department of Health and Human Services Office of Inspector General's Excluded Individuals/Entities List; U.S. Food & Drug Administration's Debarment List, in force from time to time, or (ii) directly or indirectly owned or controlled by or acting on behalf of such parties.

9. Costs

Each party hereto shall bear its own costs and expenses incurred or to be incurred in connection with this MOU and the negotiation of the Definitive Agreement.

10. Counterparts

This MOU may be executed in two or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same document.

11. Governing Law

This MOU shall be governed by and interpreted in accordance with the laws of India. The Courts of Mumbai, India, shall have exclusive jurisdiction.

12. Entire Agreement

This MOU constitutes the entire agreement among the parties with respect to the subject matter hereof and supersedes any prior written or oral understanding or agreements. This MOU may be amended, modified or supplemented only by written agreement of the parties.

13. Legal Effect

The parties acknowledge and agree that this MOU does not contain all of the material matters, terms and conditions necessary in order for the contemplated transaction to be binding. Hence the obligations of the parties hereto to consummate the contemplated partnership are subject to the negotiation and execution of a Definitive Agreement. Furthermore, this MOU is intended solely as a basis for further discussion and is not intended to be and does not constitute a legally binding agreement; PROVIDED however that the provisions set forth in Sections 4, 5, 6, 7, 11, 12, 13, 15 and this section 14 shall be binding upon the parties and only with respect to Sections 4, 10 and 12 shall survive the termination hereof.

14. Termination

This MOU is effective as of the date set forth above until **31st March 2026**. This MOU shall be automatically terminated upon the execution of a Definitive Agreement. This MOU may be terminated by either party at any time upon 15 days written notice to the other party or by mutual consent.

IN WITNESS WHEREOF, the parties hereto have executed this Memorandum Of Understanding by their respective duly authorized representatives on the date mentioned above.

Agreed and Accepted by:

IQVIA Consulting and Information Services India Private Limited

Name: Nilesh Maheshwari

Title: Senior Principal, Public Health – South Asia

Agreed and Accepted by:

IIHMR University, Jaipur (IIHMR-Jaipur)

Name : Dr. P.R. Sodani

Title: IIHMR University, Jaipur

APPENDIX 1

Scope of the Collaboration for the Project1. Contribution from IIHMR:

- **Preferred Industry Partner** - Collaborate with IQVIA as a preferred industry partner for various interventions on the talent in the institution
- **Priority Hiring** – Enable access to the top talent of IIHMR for campus recruitment and other opportunities to collaborate
- **International MDP** – Extend opportunities to groom IQVIA talent by enabling access to Management Development Programs on need basis at discounted prices.
- **Workshops on various domains of Healthcare** – Offer training to IQVIA talent on various domain of healthcare as and when required at discounted costs
- **Thought Leadership** – Collaborate on publications and POVs between experts of IQVIA and IIHMR on need basis

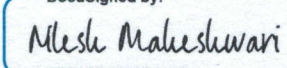
2. Contribution from IQVIA:

- **Academia Industry Interconnect** – Calendarized expert talk by IQVIA SMEs that will give them insights on industry trends and shape their skill sets, thereby making them more employable.
- **Learning prospects** for the students of IIHMR by enabling opportunities for short-term live projects, internship & dissertation
- **Preferred Employer** – Potential conversion from internship to employment based on performance during the internship period
- **Thought Leadership** – Collaborate on publications and POVs between experts of IQVIA and IIHMR on need basis
- **Provide insights on industry trends** for incorporating changes in academic curriculum for various ongoing courses/ developing new courses, if required

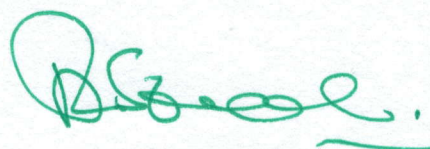
3. Allocation of Revenue: Not Applicable

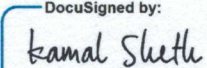
4. Project Pilot (“Project Pilot”) Not Applicable

For IQVIA CONSULTING AND INFORMATION SERVICES INDIA PRIVATE LIMITED

DocuSigned by:

 NILES MAHESHWARI 25-Apr-2023
 SR. PRINCIPAL, PH




 Dr P R Sodani

DocuSigned by:

 KAMAL SHETH
 DIRECTOR, BU FINANCE
 25-Apr-2023

PRESIDENT
THE IIHMR UNIVERSITY
1, PRABHU DAYAL MARG
NEAR SANGANER AIRPORT, JAIPUR 302029