

MUTUAL NON-DISCLOSURE AGREEMENT

THIS AGREEMENT ("Agreement") is effective as of the 13th day of May 2019, by and between IQVIA Consulting and Information Services India Pvt Ltd., with offices at 2nd Floor Sood Tower, 25 Barakhamba Road New Delhi 110001 India ("IQVIA"), and **Sumandeep Vidyapeeth (Declared as An Institution Deemed to be University U/S 3 of UGC Act 1956) at & po Pipariya, Taluka Waghodia, Vadodara-391760, Gujarat, India.**

WHEREAS, **Sumandeep Vidyapeeth** and IQVIA may provide information to each other which may be confidential for the purpose of investigating whether the parties desire to enter into a potential business relationship or transaction together ("Investigation");

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the parties agree as follows:

1. The following terms as used in this Agreement are defined as follows:
 - a. "Information" shall mean (i) the existence of the Investigation, and (ii) any information which the Originator or any of its affiliates (meaning, in relation to either party, any of its ultimate or intermediate parent or subsidiary companies and any other subsidiary of any such parent **Sumandeep Vidyapeeth**) may provide to the Recipient on or after the date of this Agreement, whether oral, written, machine-readable or any other form, which shall be identified at or about the time of disclosure as "CONFIDENTIAL" or which by the nature or type of information should reasonably be regarded as confidential. The term "Information" shall also refer to the following information which may be provided by Originator to Recipient in connection with the Investigation: proprietary data or software, development, marketing, and sales information relating to the products or services (actual or contemplated) of Originator, marketing plans, strategic plans, financial statements, and such other information as Originator may provide to Recipient in connection with the Investigation. The Information to be disclosed to Recipient shall be at the sole discretion of Originator.
 - b. "Recipient" shall mean the party receiving the Information of the other party.
 - c. "Originator" shall mean the party providing Information to the other party.
2. Recipient agrees that all Information received by the Recipient prior to or during the term of this Agreement will be treated as confidential to the Originator; provided, however, "Information" shall not refer to any information which:
 - a. is generally available to the public, through no fault of Recipient or any affiliated party, and without breach of this Agreement;
 - b. is already in the possession of Recipient, or any affiliated **Sumandeep Vidyapeeth**, without restriction and prior to any disclosure hereunder;

Attested CTC

Mutual Non-Disclosure Agreement

Sharan
30/11/2023



[Handwritten signature]

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Vice-Chancellor

Sumandeep Vidyapeeth

An Institution Deemed to be University

Vill. Pipariya, Taluka: Waghodia.

Dist. Vadodara-391 760. (Gujarat)

- c. is or has been lawfully disclosed to Recipient, or any affiliated **Sumandeep Vidyapeeth**, by a third party without obligation of confidentiality upon Recipient; or
- d. was developed by employees or agents of Recipient independently and without reference to any Information or other confidential information that Originator had disclosed in confidence to any third party.
3. Recipient agrees:
- to treat the Information as confidential using the same degree of care used by Recipient to protect Recipient's own confidential information, but in any event not less than a reasonable degree of care;
 - not to make public, or authorize any disclosure or publication of the Information, except in confidence to the persons referred to in this clause 3, or otherwise as expressly permitted in writing by Originator;
 - to take all reasonable steps to ensure that all principals, officers, agents, employees, representatives, consultants, or any other persons affiliated in any manner with Recipient do not disclose, or make public, or authorize any disclosure or publication of any of the Information, and to enforce this Agreement;
 - to disclose the Information only to employees, consultants and agents of Recipient and its affiliates whose responsibilities or services they render to the Recipient require them to know or have access to the Information in connection with the Investigation;
 - not to use the Information for any purpose other than for the purpose of the Investigation; and
 - to advise Originator in writing of any misappropriation or misuse by any person of Information as soon as Recipient becomes aware of such misappropriation or misuse.
4. Each party represents it has all right and title (or license) to disclose the Information disclosed by it in connection with this Agreement and that any such disclosure shall not breach any agreement with any third party. Nothing in this Agreement shall restrict the parties from publicly releasing their own Information, or otherwise providing their own Information to third parties. In addition, nothing in this Agreement is intended to grant any licenses or other rights under any patent, copyright, trademark or service marks of Originator.
5. All documents or other media containing Information and all reproductions thereof (whether delivered to Recipient by Originator, reproduced by Recipient or generated by Recipient itself) shall at all times remain subject to the terms of this Agreement. In the event Originator, at any time, requests the return of the Information, Recipient will promptly deliver to Originator (or at its option destroy) the Information in Recipient's possession or control, without retaining any copies thereof, and will continue to be bound by the terms of this Agreement.
6. The parties to this Agreement each acknowledge that they may be engaged now or in the future in a business or activity similar to or competitive with that of each other and that they shall in no way be restricted by the terms of this Agreement from engaging in such business activities, except that each party shall be bound



by its agreements herein as they relate to Information of the other party. Either party may at any time terminate the Investigation without liability.

7. Recipient admits for all purposes that any violation of this Agreement may constitute an irreparable injury to Originator for which monetary damages provide an inadequate remedy, and agrees that, in addition to all other rights provided by law to which Originator shall be entitled, Originator may have the right to have an injunction or equivalent remedy issued against Recipient to prevent Recipient from violations or further violations of this Agreement.
8. This Agreement is binding upon the parties and their successors and assigns. The failure of either party to enforce any provision hereof shall not constitute a waiver of any provision of this Agreement, and the waiver of any provision of this Agreement in any specific instance shall not constitute continuing waiver of that provision with respect to other instances.
9. All notices which either party is required or may desire to give to the other party under this Agreement shall be given by addressing the communication to the address set forth on the first page of this Agreement and may be delivered personally, given by registered mail or overnight carrier. Such notices shall be deemed given on the date of receipt (or refusal) of delivery of said notice. Either party may designate a different address for receipt of notices upon written notice to the other party.
10. This Agreement will be governed by and construed in accordance with the laws of India. This Agreement shall terminate five (5) years from the later of (a) completion or termination of the Investigation, or (b) for a Recipient, return or destruction of all of Originator's Information in such Recipient's possession or control.

The parties acknowledge by the signatures below of their authorized representatives that they have read this Agreement and understand and agree to be bound by its terms and conditions.

IQVIA Consulting and Information
Services India Pvt Ltd:

BY:

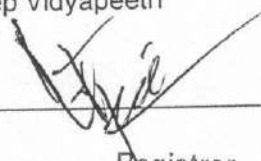


NAME: Lokesh Sharma

TITLE: Senior Principal & Practice Lead-
Public Health

Sumandeep Vidyapeeth

BY:



Registrar

NAME: Sumandeep Vidyapeeth

TITLE: An Institution Deemed to be University
VIII, Piparia, Taluka: Waghodia,
Dist. Vadodara-391 760. (Gujarat)



CONSORTIUM AGREEMENT

BETWEEN

IQVIA Consulting and Information Services India Pvt. Ltd

and

Sumandeep Vidyapeeth

For

**Technical support of capacity building in the general nursing-midwifery and
paramedical schools in Nagaland**

with

Nagaland Health Project

Dated – 13th May 2019



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CONSORTIUM AGREEMENT

This CONSORTIUM Agreement ("Agreement") is made and entered into between the parties as of the 13th day of May 2019.

- (1) **IQVIA Consulting and Information Services India Private Limited (Formerly Known as IMS Health Information & Consulting Services India Private Limited) [CIN:U74140MH2003PTC142482]**, a Company incorporated under the Companies Act, 1956, having its registered office Unot no 902, 9th Floor, Supreme Bussiness Park, Supreme City Behind lake Castle & Avalaon, Hiranandani Gardens, Powai, Mumbai-400076, (hereinafter "**IQVIA**"); and
- (2) **Sumandeep Vidyapeeth** with vision to be center of excellence in higher health education and health care services and to build the professionals of global competence by fostering a culture of unique system of evidence based higher education, high quality teaching, learning and evaluation and high impact research located at PO Pipariya, Taluka Waghodia, Vadodara-391760 Gujarat, India which expression shall unless repugnant to the subject or the context mean and included its successors, nominees or assigns. (Hereinafter referred to as "**Sumandeep Vidyapeeth**").

All "IQVIA" and "**Sumandeep Vidyapeeth**" shall be individually referred to as a "Party" and jointly as the "Parties".

WHEREAS:

- A. The Parties desire to combine their complementary skills and expertise in the preparation of a proposal (the "Proposal") to be submitted to "**Nagaland Health Project**" (the "Customer") for "**Technical Support for Capacity Building in the General Nursing-midwifery and Paramedical schools in Nagaland** "
- B. IQVIA in collaboration with **Sumandeep Vidyapeeth**, intends to submit a project proposal to the Customer by 13th May 2019. The project proposal will designate IQVIA as the Lead Bidder and **Sumandeep Vidyapeeth** as the partners for the Project.
- C. If the proposal is selected, IQVIA and **Sumandeep Vidyapeeth** ("Consortium Members") will enter into a contract with the Customer to provide the services as set out in the proposal ("Prime Contract"). However, both Parties are entitled to use the credentials earned through this Project for applying projects anywhere in the world. Any suitable endorsement/certificate required by Company in this regard would be provided by **Sumandeep Vidyapeeth** without any delay and hesitation.

NOW IT IS HEREBY AGREED AS FOLLOWS :

1. DEFINITIONS

- 1.1. "Consortium Member" means **Sumandeep Vidyapeeth**
- 1.2. "Customer" means Nagaland Health Project
- 1.3. "Lead Bidder" means IQVIA.
- 1.4. "Effective Date" means the date of signing of this Agreement..



- 1.5. "Prime Contract" means contract to be signed between "IQVIA" and "Nagaland Health Project".
- 1.6. "Proposal" means the business proposal submitted by IQVIA and **Sumandeep Vidyapeeth** to the Customer in response to the Request for Proposal issued by Customer.
- 1.7. "EOI" means the expression of interest or invitation to bid issued by Customer with respect to the Project.

2. SCOPE OF AGREEMENT

- 2.1. IQVIA and **Sumandeep Vidyapeeth** shall cooperate in the preparation of a proposal to be submitted in response to the Request for Proposal.
- 2.2. Each Party will formalize their activities as set forth in this Agreement. Unless otherwise agreed in writing, the Parties intend for IQVIA to be the Lead Bidder and **Sumandeep Vidyapeeth** to be the Consortium Members, in accordance with Section 3.3, with respect to the project. If the Parties are selected based on the Proposal, IQVIA will enter into the Prime Contract with the Customer to provide work as set forth in the Proposal.

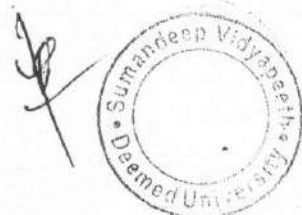
3 OBLIGATIONS OF THE PARTIES

3.1. General.

- 3.1.1 The work to be provided by each Party is to be described in general terms. (attached Annexure)
- 3.1.2 Each Party shall appoint a representative to supervise and co-ordinate its performance of its obligations under this Agreement. The representative shall provide professional and prompt liaison with the other Party and have the necessary expertise and authority to commit the appointing Party.
- 3.1.3 All contacts with Customer pertaining to the Proposal and Prime Contract shall be co-ordinated through IQVIA and IQVIA agrees to promptly notify **Sumandeep Vidyapeeth** if it is directly contacted by Customer concerning the Proposal and Prime Contract or any related matter.
- 3.1.4 Unless otherwise agreed by the Parties in writing, each Party shall bear its own costs and expenditures incurred in connection with the preparation, submission and negotiation of the Proposal. Neither Party shall be liable for the costs incurred or other obligations undertaken by the other Party in connection with the proposal or any such negotiation.

3.2. Preparation and Submission of the Proposal.

- 3.2.1 IQVIA and **Sumandeep Vidyapeeth** shall be responsible for the preparation, content, evaluation and submission to Customer of the Proposal and Prime Contract. IQVIA may review the areas of the Proposal relating to the portions of the work to be supplied by **Sumandeep Vidyapeeth**



3.3. Agreement for Services.

- 3.3.1 IQVIA will make payment to **Sumandeep Vidyapeeth** as agreed with the Customer and these payment terms, scope of services etc. shall be defined in the separate agreement proposed to be executed between IQVIA and **Sumandeep Vidyapeeth**

4. INTELLECTUAL PROPERTY/TRADEMARKS

- 4.1 All intellectual property rights existing prior to the Effective Date of this Agreement shall belong to the respective Party; that owned such rights immediately prior to the Effective Date. Neither Party shall gain by virtue of this Agreement any rights of ownership of copyrights, patents, trade secrets, trademarks, data, solutions, services or any other intellectual property rights owned by the other. If the Parties decide to undertake any joint development pursuant to this Agreement, any such joint development shall be governed by a separate joint development agreement to be negotiated in good faith by the Parties and executed prior to the commencement of any joint development efforts.

5. WARRANTY

- 5.1 Each Party warrants that it has or will have the full power and authority to enter into this Agreement.
- 5.2 Each Party warrants that it shall comply with the applicable laws and regulations.

6. CONFIDENTIALITY

- 6.1 During the term of this Agreement, either Party may receive or have access to technical information, as well as information about product plans and strategies, promotions, customers and related non-technical business information which the disclosing Party considers to be confidential ("Confidential Information"). In the event Confidential Information is to be disclosed, the Confidential Information shall be marked as confidential at the time of disclosure or identified as confidential or shall be considered confidential if a person of reasonable prudence believes it to be so.
- 6.2 Confidential Information may be used by the receiving Party only with respect to the performance of its obligations under this Agreement and only by those of its and its affiliates' employees, directors, advisors of the receiving Party and its subcontractors who have a need to know such information for purposes related to this Agreement and are bound by similar confidentiality provisions. The receiving Party shall protect the Confidential Information of the disclosing Party by using the same degree of care (but not less than a reasonable degree of care) to prevent the unauthorized use, dissemination or publication of such Confidential Information, as the receiving Party uses to protect its own confidential information of like nature. The receiving Party's obligation under this Section 6 shall survive for a period of two (2) years after the date of disclosure.
- 6.3 The obligations stated in this Section 6 shall not apply to any information which is:
- 6.3.1 Already known by the receiving Party prior to disclosure.
- 6.3.2 Publicly available through no fault of the receiving Party.



- 6.3.3 Rightfully received from a third party without a duty of confidentiality.
- 6.3.4 Disclosed by the disclosing Party to a third party without a duty of confidentiality on such third party.
- 6.3.5 Independently developed by the receiving Party prior to or independent of the disclosure.
- 6.3.6 Disclosed under operation of law.
- 6.3.7 Disclosed by the receiving Party with the disclosing Party's prior written approval.

7. LIMITATION OF LIABILITY

- 7.1 In no event shall either Party be liable to the other for any direct, indirect, consequential, incidental or special damages arising from any claim or action hereunder, whether based on contract, tort or other legal theory.
- 7.2 In case of penalty due to delay in services, Parties would individually bear the entire liability for the part of services under their respective scope as listed in the Proposal.

8. TERM AND TERMINATION

- 8.1 This Agreement shall come into force on the Effective Date and shall continue for the Project period as defined in the Prime Contract or unless terminated. The Parties may at any time agree in writing to extend the term of this Agreement to cover this or future projects on the same terms and conditions as are contained herein or on such other terms as may be agreed upon by the Parties.
- 8.2 This Agreement shall automatically terminate upon the happening of one of the following events, whichever shall occur first :
 - 8.2.1 Written notice from Customer that it is cancelling proposal or Project.
 - 8.2.2 Written notice from Customer of award of the Prime Contract to a party other than IQVIA and **Sumandeep Vidyapeeth**.
 - 8.2.3 Execution of a subcontract by and between the parties for performance of portions of the Project.
 - 8.2.4 The insolvency, bankruptcy, reorganization under the bankruptcy laws, or assignment for the benefit of creditors of either Party.
 - 8.2.5 Mutual agreement of the Parties to terminate the Agreement.

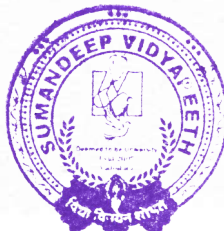
9. MISCELLANEOUS

- 9.1 **No Publicity** - Neither Party shall publicize or disclose to any third party without the consent of the other Party, either the terms of this Agreement or the fact of its existence and execution, except as may be necessary to comply with other obligations stated in this Agreement.
- 9.2 **No Joint Venture** - Nothing contained in this Agreement shall be construed as creating a joint venture, partnership or employment relationship between the Parties hereto, nor shall either Party have the right, power or authority to create any obligation



or duty, express or implied, on behalf of the other. The Parties shall act as independent contractors.

- 9.3 **No Assignment** - Neither Party may assign any rights or obligations under this Agreement without the prior written consent of the other Party.
- 9.4 **Force Majeure** - Neither Party will be liable for performance delays or for non-performance due to causes beyond its reasonable control. In case the Force Majeure continues for a period of 30 days, either Party shall have the rights to terminate this Agreement.
- 9.5 **Notices** - Any notice pursuant to this Agreement shall be given in writing and shall be deemed to have been properly given when personally delivered or mailed by certified or registered mail, postage pre-paid, addressed as mentioned hereinabove
- 9.6 **Waiver** - Either Party's failure to exercise any of its rights under this Agreement shall not constitute or be deemed to constitute a waiver or forfeiture of such rights.
- 9.7 **Severability** - If any term or provision of this Agreement is held to be illegal or unenforceable, the validity or enforceability of the remainder of this Agreement shall not be affected.
- 9.8 **Exhibits** - The following document is attached hereto as an exhibit, the terms of which are incorporated by reference in their entirety: Exhibit A Work to be Provided by the Parties.
- 9.9 **Precedence** - In the event of conflict between the provisions of this Agreement and any attached Exhibit, the provisions of this Agreement shall to the extent of such conflict take precedence.
- 9.10 **Survival of Provisions** - Notwithstanding any other provisions of this Agreement, the provisions of paragraphs 3, 4, 6, 7, and 10 shall expressly survive the termination of this Agreement for a period of one year.
- 9.11 **Entire Agreement** - This Agreement and its exhibits constitute the entire agreement between IQVIA AND **Sumandeep Vidyapeeth**, and supersedes any previous or contemporaneous communications, representations or agreements between the parties, whether oral or written, regarding the subject matter of this Agreement. The terms and conditions of this Agreement may not be changed except by an amendment signed by an authorized representative of each Party.
- 9.12 **Applicable Law & Dispute Resolution** - This Agreement is made under and shall be construed in accordance with the laws of India. Any dispute between the Parties with respect to this agreement shall be resolved in accordance with the laws of India. The courts at Ahmedabad shall have exclusive jurisdiction and the proceedings arising out of this Agreement



Signed for and on behalf of
IQVIA



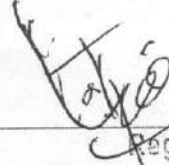
By:

Name: Lokesh Sharma

Title: Senior Principal & Practice Lead -
Public Health

Date: 13/03/2019

Signed for and on behalf of
Sumandeep Vidyapeeth



By: _____

Name: Registrar

Name: Sumandeep Vidyapeeth

Title: An Institution Deemed to be University

VIII, Piparia, Taluka: Waghodia,

Date: 13/03/2019 Para-391 760. (Gujarat)



Annexure: Scope of Work

SL #	Name	Proposed Designation	Expected role
1	To be proposed by Sumandeep Vidyapeeth	Advisor	<ol style="list-style-type: none">1. Expert input on <i>Learning Resource Package</i>¹ (LRP) & Validate the technical content developed for Nursing Faculty of Nagaland2. Support in development of Nagaland Nursing council governance structure in line with Nursing Council of India.3. Guide the Engagement meeting with state nursing official of Nagaland.
2	To be proposed by Sumandeep Vidyapeeth	Technical Expert-Nursing	<ol style="list-style-type: none">1. Expert input on Learning Resource Package (LRP)2. Support in development of Nagaland Nursing council governance structure in line with Nursing Council of India.
3	To be proposed by Sumandeep Vidyapeeth	Technical Expert-Nursing	<ol style="list-style-type: none">1. Expert input on Learning Resource Package (LRP)2. Support in development of Nagaland Nursing council governance structure in line with Nursing Council of India.

*Learning Resource Packages*¹ : Project Management | Leadership | Soft Skills | Pedagogy | Infection Prevention & Biomedical Waste Management for Nursing Faculties of Nagaland.

Note: Detailed Scope of work, Deliverables and Budget will be mutually agreed once contract is awarded by Nagaland Health project.

Attested CTC

Sharaney
30/11/2023



Vice-Chancellor

Sumandeep Vidyapeeth

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