

## MEMORANDUM OF UNDERSTANDING

This Grant Agreement ("Agreement") is executed on this 8<sup>th</sup> day of March 2023 ("Effective Date") by and between:

Pulmocare Research and Education Foundation, registered as a non-profit entity under the Indian Companies Act, having its registered office at 1st Floor, Faith Centre, Sakore Nagar, Off VIP Airport Road, Viman Nagar, Pune 411014 (hereinafter termed "PURE", which expression shall include President, President-Elect, Honorary Secretary, Governing Body Members)

And

Department of Statistics, Yashwantrao Chavan Institute of Science Satara, Behind Collector Office, Sadar Bazar, Satara Maharashtra 415001 (hereinafter termed "YCIS")

PURE and the YCIS shall hereinafter be individually referred to as a "Party" and collectively as "Parties".

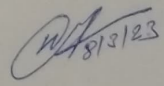
Whereas:

Pulmocare Research and Education Foundation is a state of the art research institute dedicated for research and education in the field of chronic respiratory diseases with focus on Obstructive Airways Disease. It conducts community based epidemiological studies and academic clinical research. PURE also conducts training programs for doctors in and out of India.

Yashwantrao Chavan Institute of Science Satara is one of the finest and most popular educational centres in Satara city. It offers excellent programs in the Science stream.

PURE intends to conduct research programmes and in this connection, it has approached the YCIS to allow its MSc Statistic students for doing internship in Annexure A ("Terms and conditions of Internship").

The students of the YCIS have agreed to join as an intern are subject to the terms and conditions of this Agreement.

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Now therefore, the Parties agree as follows:

1. Definitions:

- (i) "Confidential Information" means and includes any non-public confidential or proprietary information relating to either Party, its operations, programs, financial strategy, planning, current or future and any other information available in any form, whether or not designated as confidential. For avoidance of doubt, the existence of this Agreement, as well as its terms and conditions shall be considered Confidential Information.
- (ii) "Report" means the weekly or monthly report submitted by the YCIS regarding the detailed activities performed by the students, timelines, milestones achieved.

2. Internship:

The YCIS and students doing internship will be abiding by the terms and condition mentioned in Annexure A.

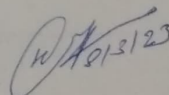
3. Responsibilities of Parties

Responsibilities of the YCIS:

- The YCIS will provide a list of interested students along with their CV, who are keen in doing internship at PURE.
- After finalization of list of prospective students, YCIS will assign one mentor who will be point of contact for PURE foundation during internship period.
- Once the student is get selected for internship; the YCIS shall ensure that the student shall perform following things:
  - o Submit signed and stamped copy of this MOU from YCIS authority
  - o Letter from assigned mentor
  - o Copy of his/her CV, Aadhar and PAN card

Responsibilities of PURE:

- PURE will shortlist the students for internship.
- PURE will provide the data and list of endpoints for performing statistical analysis.
- Continuous monitoring and guidance during project period.

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- Review and approval of statistical analysis plan, statistical analysis report and final presentation prepared by the student.
- In prospective studies, PURE shall provide all required material and guiding the student in preparing study proposal.
- All data capture forms will be printed by PURE and will be given to student for capturing data.
- In retrospective studies, PURE will provide all raw data, study documents to student for performing analysis.
- Remuneration: - No remuneration/honorarium of any kind of fees will be provided to student and YCIS as we" during the contract period.

4. Term:

This Agreement shall be valid from the 8<sup>th</sup> March,2023, valid till next five years. The Parties may extend the term of this Agreement for such further period on the terms & conditions mutually agreed in writing.

5. Intellectual Property:

It is agreed between the Parties that the internship work will only be considered as a part of MSc curriculum of a student. The student cannot present his/her research work in any National / International conference.

6. Termination:

PURE shall be entitled to terminate this Agreement, at any time, for breach of the Agreement by the YCIS, by giving a written notice of fifteen (15) days to the YCIS. Upon termination, the YCIS shall return all the data relating to PURE within a period of seven (7) days. The YCIS shall cease to have any right in the data provided by PURE.

7. Representations and warranties:

- By entering into this Agreement, the YCIS shall not be transferring in any manner whether directly or indirectly any liabilities or claims to PURE.
- PURE and the YCIS hereby acknowledges the fact that in case the YCIS ceases to be an YCIS, PURE may terminate this Agreement with immediate effect from the date when it comes to its knowledge of such de-recognition.

- iii. The YCIS shall ensure that the students shall complete the internship within the timelines specified herein, if any.
- iv. Both Parties represent that they have the authority to execute this Agreement and such execution will not violate any applicable law or any third party contracts. Further, the signatories to this Agreement represent that they have due authority to execute this Agreement on behalf of the respective parties.

8. Force Majeure/Acts of God:

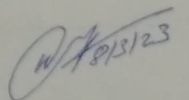
A Party shall be excused from performing its obligations under this Agreement to the extent its performance is delayed or prevented by a Force Majeure Event provided that the affected Party promptly notifies the other of the occurrence of Force Majeure Event. For the purposes of this clause, "Force Majeure Event" means circumstances beyond reasonable control of a Party, including but not limited to, change in government policy, fire, flood, epidemic, act of god, war and riot. In case the Force Majeure Event continues for a period exceeding thirty (30) days, either Party shall have the right to terminate this Agreement with immediate effect and the YCIS shall return the materials / data provided by PURE.

9. Indemnity:

The YCIS shall indemnify and hold PURE harmless against all claims, demands, cause of action, liabilities, losses, damages, costs and expenses awarded against or incurred or paid by PURE arising directly and/or indirectly from the internship work including but not limited to, omissions, commissions, negligence and default by the YCIS. PURE shall have no liability whatsoever under this Agreement.

10. Confidentiality:

Both Parties acknowledge and agree that all of the information in relation to the internship work, including but not limited to, the terms of this Agreement will be considered confidential information for purposes of this Agreement ("Confidential Information"). Neither Party shall disclose Confidential Information to any person without the prior written consent of the other Party.

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All confidentiality and non-disclosure obligations will survive for a period of three (3) years from the date of termination of this Agreement. Upon expiry or termination of Agreement, neither Party shall, either directly or indirectly, use any such Confidential Information and shall forthwith return or destroy (with written certification of such destruction) all originals and copies of Confidential Information in its possession or control.

11. Entire Agreement:

This Agreement represents the entire Agreement between the Parties and supersedes all prior negotiations, representations or agreements, written or oral. In the event of any conflict between the terms and conditions of this Agreement and those of any other agreements entered into pursuant to this Agreement, this Agreement's terms and conditions will control.

12. Dispute Resolution:

This Agreement and the Parties' rights and obligations hereunder shall be governed and interpreted in accordance with the laws of India. All disputes or claims arising out of or relating to this Agreement will be settled amicably by the Parties pursuant to mutual, good-faith discussions and negotiations.

In the event of failure of amicable settlement between the Parties, such disputes or differences shall be referred to the non-exclusive jurisdiction of courts in Pune.

13. Amendment:

No amendment to this Agreement shall be valid unless agreed to in writing by the Parties.

14. Conflict:

If there is any conflict between the terms and conditions of this Agreement and the annexures, the provisions of this Agreement shall prevail. This Agreement and the Annexures annexed hereto contains the entire understanding of the Parties with respect to the subject matter hereof and supersedes all previous agreements and understanding with respect thereto.

15. Publicity:

PURE foundation, Pune shall have the right to publish any news releases, media advisories and other promotional materials prepared by the YCIS with respect to the internship work.

16. No relationship:

The relationship under this Agreement shall not constitute any partnership between the Parties, nor, except as expressly set out in it, constitute any Party as the agent of another party, nor shall any Party have the right or authority, to assume, create or incur any liability or obligation, express or implied, against, in the name of, or on behalf of the another party.

17. Notice:

Any notices required by the terms of this Agreement may be given by sending them by facsimile transmission or by registered mail or by courier or by email

If to PURE Foundation Pune :

To : Dr. Sundeep Salvi

Address : Pulmocare Research and Education Foundation

1st Floor, Faith Centre, Sakore Nagar, Off VIP Airport Road, Viman Nagar, Pune  
411014

If to the YCIS :

To : Dr. H. P. Umap

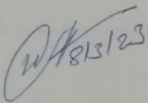
Address : Head, Department of Statistics, Yashwantrao Chavan Institute of Science  
Satara, Behind Collector Office, Sadar Bazar, Satara Maharashtra 415001

Phone : +91 9922776961

Email : [umaphemant@gmail.com](mailto:umaphemant@gmail.com)

18. Severability:

If any of the provisions or a portion of any provision of this Agreement is held to be unenforceable or invalid by a court of competent jurisdiction, the validity and enforceability of the enforceable portion of any such provision and/or the remaining provisions will not be affected.

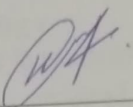
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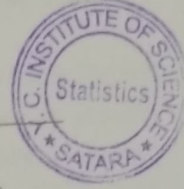
In Witness Whereof, the Parties hereto have executed this Agreement on the Effective Date.

For Pulmocare Research and  
Education Foundation

For Yashavntrao Chavan Institute of Science, Satara  
Department of Statistics

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Authorized Signatory  
Name: Dr. Sundeep Salvi  
Title: Director, Pulmocare Research  
and Education Foundation

  
\_\_\_\_\_  
Authorized Signatory  
Name: Dr. H. P. Umap  
Title: Head, Department of Statistics,  
Yashavntrao Chavan Institute of Science, Satara



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Authorized Signatory  
Name: Ms. Sapna Madas  
Title: Director Head, Data Management and Statistics  
Pulmocare Research and Education Foundation, Pune.

## Annexure A

### Terms and Conditions of the Internship

- Confidential Information. Recipient agrees that all Confidential Information received from Disclosing Party will be kept confidential and will not be disclosed to any third party or used for any purpose other than the purpose of the internship.
- Exclusions. The obligations of this Agreement will not apply to information that: (a) was already known to Recipient prior to disclosure by Disclosing Party; (b) is or becomes publicly available through no fault of Recipient; (c) is rightfully received by Recipient from a third party without any obligation of confidentiality; or (d) is required to be disclosed by law, regulation, or court order.
- Ownership. All Confidential Information remains the property of the Disclosing Party. Nothing contained in this Agreement will be construed as granting or conferring any rights, by license or otherwise, to any party, except for the limited right to use the Confidential Information as provided herein.
- Return of Confidential Information. Upon termination of the internship, or at any time upon request by Disclosing Party, Recipient will return to Disclosing Party all Confidential Information, including any copies, notes, or other documents in any form containing Confidential Information.
- Remedies. Recipient agrees that any breach of this Agreement may result in irreparable harm to Disclosing Party for which monetary damages would be an inadequate remedy. In addition to any other remedies available at law or in equity, Disclosing Party may seek injunctive relief to enforce this Agreement.
- Entire Agreement. This Agreement contains the entire agreement of the parties and supersedes all prior or contemporaneous negotiations, understandings, and agreements between the parties with respect to the subject matter hereof. This Agreement may not be modified or amended except in writing signed by both parties.