

DR VASANTRAO PAWAR MEDICAL COLLEGE, HOSPITAL & RESEARCH CENTER (BLOOD BANK) and IPL are hereinafter individually or collectively referred to as the "Party" or the "Parties".

WHEREAS

- A. **IPL** is a research based leading health care company engaged in research, development, manufacturing, marketing and distribution of pharmaceutical products nationally as well as internationally.
- B. **DR VASANTRAO PAWAR MEDICAL COLLEGE, HOSPITAL & RESEARCH CENTER (BLOOD BANK)** is engaged in running and operating a blood bank at **Mumbai-Agra National Hwy, Vasantdanagar, Adgaon, Nashik -422207 Maharashtra .India.,** under the brand name "**DR VASANTRAO PAWAR MEDICAL COLLEGE, HOSPITAL & RESEARCH CENTER (BLOOD BANK)**". **DR VASANTRAO PAWAR MEDICAL COLLEGE, HOSPITAL & RESEARCH CENTER (BLOOD BANK)** runs and operates a blood bank, which promotes encourages and conducts programs for donation of blood in the state of **Maharashtra** and is also engaged in the enhancement of blood component usage including improvement in standards of blood banking.
- C. **DR VASANTRAO PAWAR MEDICAL COLLEGE, HOSPITAL & RESEARCH CENTER (BLOOD BANK)** componentized the human blood and after providing plasma to the patients, there is excess plasma which remains unutilized. **DR VASANTRAO PAWAR MEDICAL COLLEGE, HOSPITAL & RESEARCH CENTER (BLOOD BANK)** is interested in supplying excess plasma as and when available with it to suitable plasma fractionation centre/company which is in need of the same, through proper arrangement.
- D. **IPL** has approached **DR VASANTRAO PAWAR MEDICAL COLLEGE, HOSPITAL & RESEARCH CENTER (BLOOD BANK)** to procure non-contaminated and good quality surplus fresh frozen plasma to which **DR VASANTRAO PAWAR MEDICAL COLLEGE, HOSPITAL & RESEARCH CENTER (BLOOD BANK)** has agreed to supply under the terms and conditions hereinafter appearing below.

1. **Definitions & Interpretation**

- a) As used in this Agreement, the following terms shall mean and be interpreted to convey the meanings ascribed thereto in this Article 1:
- i. "**Affiliate**" shall mean with respect to a Party, any entity or person, that directly or indirectly through one or more intermediaries, controls, is controlled by or is under common control with such Party. The term "control" shall mean either the ownership, directly or indirectly, of (i) fifty percent (50%) or more of the voting stock or equity shares or other ownership interest or with a right to elect the majority of directors or equivalent governing body of such entity or person or (ii) power to direct or cause the direction of the management, policies or decisions of a entity or person whether through ownership of voting securities, control or otherwise.
- ii. "**Agreement**" shall mean this Agreement and possible corrections or modifications thereafter, executed between the Parties;
- iii. "**Confidential Information**" shall have the meaning as defined in clause 5.
- iv. "**Effective Date**" shall mean the date of this Agreement,



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- v. **“Third Party”** shall mean any person or entity other than: (i) IPL, (ii) **DR VASANTRAO PAWAR MEDICAL COLLEGE, HOSPITAL & RESEARCH CENTER (BLOOD BANK)** and (iii) their respective Affiliates.
- b) No provision of this Agreement shall be interpreted adversely against a Party solely because that Party was responsible for drafting that particular provision.
- c) This Agreement has been drawn up in English. In the event of any discrepancy between the english text of this Agreement [or any Agreement resulting there from or relating thereto] and any translation thereof, the English language version shall prevail. The English language version shall also prevail for interpretation purposes.
- d) The words *“include”*, *“included”* or *“including”* are used to indicate that the matters listed are not a complete enumeration of all listed items. Unless the context requires otherwise, words denoting the singular shall include the plural and vice versa. Words denoting one gender shall include another gender, unless the context requires otherwise.

2 OBLIGATIONS OF VASANTRAO DR VASANTRAO PAWAR MEDICAL COLLEGE, HOSPITAL & RESEARCH CENTER (BLOOD BANK):

The quality of plasma supplied by **DR VASANTRAO PAWAR MEDICAL COLLEGE, HOSPITAL & RESEARCH CENTER (BLOOD BANK)** to IPL shall adhere to the criteria mentioned below and shall be in accordance with the applicable statutory requirements including Drugs & Cosmetics Act and rules made there under.

Criteria:

- i. **DR VASANTRAO PAWAR MEDICAL COLLEGE, HOSPITAL & RESEARCH CENTER (BLOOD BANK)** shall be fully responsible for quality testing of plasma for HIV I & II, HBsAg, HCV, Syphilis and Malaria.
 - ii. **DR VASANTRAO PAWAR MEDICAL COLLEGE, HOSPITAL & RESEARCH CENTER (BLOOD BANK)** shall supply only good quality plasma which is non-positive of aforesaid diseases.
 - iii. **DR VASANTRAO PAWAR MEDICAL COLLEGE, HOSPITAL & RESEARCH CENTER (BLOOD BANK)** shall provide test results in hard and soft copy for all plasma supplied to IPL.
 - iv. **DR VASANTRAO PAWAR MEDICAL COLLEGE, HOSPITAL & RESEARCH CENTER (BLOOD BANK)** shall arrange to provide the plasma bags in proper condition and at required temperature at blood bank.
 - v. **DR VASANTRAO PAWAR MEDICAL COLLEGE, HOSPITAL & RESEARCH CENTER (BLOOD BANK)** shall maintain the record of donors of all the plasma supplied to IPL for a minimum period of 5 (five) years from the date of donation.
 - vi. **DR VASANTRAO PAWAR MEDICAL COLLEGE, HOSPITAL & RESEARCH CENTER (BLOOD BANK)** shall provide tested qualified and packed plasma to IPL.
- a) **DR VASANTRAO PAWAR MEDICAL COLLEGE, HOSPITAL & RESEARCH CENTER (BLOOD BANK)** shall maintain all regulatory approvals and necessary licenses, registrations and authorizations etc. throughout the Term and provide copies of such licenses and approvals to IPL for verification as and when required by IPL.

3 OBLIGATIONS OF IPL:



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- a) **IPL shall arrange for the pickup of plasma from DR VASANTRAO PAWAR MEDICAL COLLEGE, HOSPITAL & RESEARCH CENTER (BLOOD BANK)** Freight and octroi expenses arising on account of transportation of plasma shall be solely borne by **IPL**. **IPL** shall ensure that the plasma is stored and transported to the designated place under the required temperature as laid down under the requisite guidelines. Once plasma is handed over to **IPL** thereafter, the responsibility of transporting it in an appropriate/suitable condition shall solely lie on **IPL**.
- b) **IPL** shall give a copy of all required regulatory approvals and necessary licenses, registrations and authorizations etc. to **DR VASANTRAO PAWAR MEDICAL COLLEGE, HOSPITAL & RESEARCH CENTER (BLOOD BANK)** for verification, as and when required by **DR VASANTRAO PAWAR MEDICAL COLLEGE, HOSPITAL & RESEARCH CENTER (BLOOD BANK)**

4 SUPPLY OF QUALITY PLASMA:

- a) **Plasma volume calculation-** The volume of plasma in each bag will be calculated by the following formula- Volume of plasma in bag= (weight of filled plasma bag-weight of empty plasma bag)/ 1.023, (where 1.023 is specific gravity of plasma)
- b) Supply of FFP should be within 6 (six) months from the date of collection.

5 FINANCIALS AND PAYMENT TERMS:

- a) In lieu of the plasma supplied to **IPL**, the **IPL** shall pay the notional cost of plasma as follows:

FFP & CPP @ Rs. 2200 per liter

- b) The mode of payment shall be in the form of "RTGS" or "at par cheque" which shall be paid within **21 (Twenty one)** days from the date of plasma pick-up by **IPL**.

6 CONFIDENTIALITY:

- (a) **IPL** and **DR VASANTRAO PAWAR MEDICAL COLLEGE, HOSPITAL & RESEARCH CENTER (BLOOD BANK)** shall maintain utmost secrecy of all IPs, data, particulars methods, formulas, details, drawings and other confidential proprietary information (**Confidential Information**) of other Party during and after the completion of the Term.
- (b) This Confidential Information shall be utilized by the Parties for the purpose of this Agreement only and same shall not be divulged, disclosed or communicated to any Third Party without prior written permission of **IPL** or **DR VASANTRAO PAWAR MEDICAL COLLEGE, HOSPITAL & RESEARCH CENTER (BLOOD BANK)** as the proprietors of such Confidential Information, as the case may be.
- (c) However, restrictions as to confidentiality shall not be applicable to such information which are:
- In a public domain at the time of disclosure or thereafter enters the public domain without any breach on the part of any of the Parties to this Agreement.
 - The receiving Party is already in a possession of such information.



- iii. Is independently developed by receiving Party without use or reference to the Confidential Information disclosed by the disclosing Party.
- iv. Is disclosed to a Party by Third Party who to the best of such Party's knowledge is without any obligation towards the other Party
- v. Is required to be disclosed under the applicable laws or under statutory requirements, provided the receiving Party provides the disclosing Party with reasonable prior written notice of such disclosure and makes a reasonable effort to obtain, or to assist the disclosing Party to enable the other Party in obtaining, a protective order preventing or limiting the disclosure. In the event that it is not possible to prevent or limit such disclosure or the disclosure is not prevented for any reason whatsoever, the receiving Party agrees to disclose only that portion of the Confidential Information that is legally and validly required to be disclosed.

7 TERM & TERMINATION:

This Agreement shall be valid for 3 (three) years from date of signing by the Parties. This Agreement may be further extended for such term and on such terms and conditions as may be mutually agreed upon by the Parties. Any Party to this Agreement may cancel or terminate this Agreement before the expiry of the initial term as mentioned above, by giving 6 (six) months advance notice in writing to this effect to the other Party and upon such termination, the terms of this Agreement shall be of no effect whatsoever, except for rights and covenants that by their very nature survive termination.

8 NON EXCLUSIVITY:

Notwithstanding anything to the contrary elsewhere in the Agreement, the Parties hereby agree and acknowledge that this is a non-exclusive arrangement and that this arrangement does not in any way restricts any Party from entering into similar arrangements with third parties.

9 REPRESENTATIONS, WARRANTIES AND INDEMNITIES

- i. DR VASANTRAO PAWAR MEDICAL COLLEGE, HOSPITAL & RESEARCH CENTER (BLOOD BANK) hereby represents and warrants to IPL that:
 - a) It is duly registered entity entitled to supply plasma,
 - b) It shall obtain and maintain at its cost all licenses, registrations and authorizations as are necessary to supply plasma.
 - c) the collection, storage, processing, testing, and dispatching of plasma owned or possessed by it shall be in compliance at all times during the period of supply, with all applicable statutory requirements in force.
 - d) It has all requisite power and authority to execute, deliver and perform this Agreement and the terms and conditions contained herein., and each of its obligations are enforceable against it in accordance with the terms of this Agreement.
 - e) The execution, delivery and performance of this Agreement does not in any way conflict or violate any provision of law, rule, judgment, order or any other contract applicable to such Party.
 - f) It has no outstanding commitments, liabilities or obligations, contractual or otherwise, which would in any material respect conflict with or impede its ability and right to enter into this



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Agreement or fulfill any and all of its obligations hereunder, or to conduct the business contemplated hereby.

- g) It is not subject to any existing, pending or threatened litigation or other proceeding which could have a material adverse effect on its ability to fulfill its undertakings and obligations in terms of this Agreement.

ii. IPL hereby represents and warrants to DR VASANTRAO PAWAR MEDICAL COLLEGE, HOSPITAL & RESEARCH CENTER (BLOOD BANK) that:

- a) It is duly registered entity entitled to procure plasma,
- b) It shall obtain and maintain at its cost all licenses, registrations and authorizations as are necessary to supply plasma.
- c) It has all requisite power and authority to execute, deliver and perform this Agreement and the terms and conditions contained herein., and each of its obligations are enforceable against it in accordance with the terms of this Agreement
- d) The execution, delivery and performance of this Agreement does not in any way conflict or violate any provision of law, rule, judgment, order or any other contract applicable to such Party.
- e) It has no outstanding commitments, liabilities or obligations, contractual or otherwise, which would in any material respect conflict with or impede its ability and right to enter into this Agreement or fulfill any and all of its obligations hereunder, or to conduct the business contemplated hereby.
- f) It is not subject to any existing, pending or threatened litigation or other proceeding which could have a material adverse effect on its ability to fulfill its undertakings and obligations in terms of this Agreement.

iii. DR VASANTRAO PAWAR MEDICAL COLLEGE, HOSPITAL & RESEARCH CENTER (BLOOD BANK) shall indemnify, defend and hold harmless IPL, its Affiliates and their respective officers, directors, employees and agents from and against any and all liabilities, damages, losses, actions, proceedings, judgments, decrees, costs or expenses (including reasonable attorney's fees and expenses) on account of:

- a) any breach of any terms and conditions of this Agreement, warranties and covenants;
- b) negligence arising due to supply of plasma of inappropriate quality as provided in clause 2(a) of this Agreement;
- c) Failure of the plasma to comply with the criteria and quality as provided in clause 2 (a) of this Agreement;
- d) Failure to supply the plasma as per the terms of the Agreement.

iv. IPL shall indemnify, defend and hold harmless DR VASANTRAO PAWAR MEDICAL COLLEGE, HOSPITAL & RESEARCH CENTER (BLOOD BANK) and their Affiliates and their respective officers, directors, employees and agents from and against any liability, damage, loss, cost or expense (including reasonable attorney's fees and expenses) on account of:

- a) any breach of any of the terms and conditions of this Agreement, warranties and covenants;
- b) negligence.



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10 **FORCE MAJEURE**

If any Party is prevented from the performance of their respective obligations (in whole or in part) for reasons of force majeure, viz. acts of God, acts of public enemy, terror attacks, war, riot, insurrection, embargo, earthquake, floods etc., then such Party must provide a written notice of happening of any such eventuality to the other Party within 7 (seven) days from both the date of occurrence and cessation of such force majeure event. The affected Party shall not be liable for non-fulfillment or delayed performance due to the force majeure event and the period of force majeure shall be excluded accordingly, in case the affected Party has made best efforts to mitigate the damages / loss. Provided, however that, such events should have a material adverse effect on the affected Party's performance of its obligations under this Agreement.

11 **AMENDMENT AND WAIVER:**

This Agreement may be amended, modified or supplemented only by a written instrument executed by each of the Parties and no waiver of any provision(s) of this Agreement shall be effective unless set forth in a written instrument executed by the Party waiving such provision.

12 **ENTIRE AGREEMENT:**

This Agreement constitutes the whole agreement between the Parties relating to the subject matter hereof and supersedes any prior agreements or understandings relating to such subject matter.

13 **SEVERABILITY:**

If any provision of this Agreement or the application thereof to any person or circumstance shall be invalid or unenforceable to any extent, the remainder of this Agreement and the application of such provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall be valid and enforceable to the fullest extent permitted by law. Any invalid or unenforceable provision of this Agreement shall be replaced with a provision which is valid and enforceable and most nearly reflects the original intent of the unenforceable provision.

14 **ASSIGNMENT:**

Neither Party will assign or transfer any rights or obligations under this Agreement without the prior written consent of the other Party, except that a Party may assign this Agreement without such consent to its successor in interest by way of merger, acquisition or sale of all or substantially all of its assets. Subject to the foregoing, this Agreement shall inure to the benefits of and be binding upon the successors and permitted assigns of the Parties.

15 **SURVIVAL:**

Such clauses which by its very nature should survive the expiry and termination of this Agreement shall survive such termination or expiry



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16 **RELATIONSHIP:**

Nothing in this Agreement shall create or be deemed to create any relationship between the Parties including but not limited to partnership or principal and agent or employer and employee or joint venture, nor authorize either Party to enter into any commitment for or on behalf of the other Party.

17 **DISPUTE RESOLUTION:**

Save where expressly stated to the contrary in this Agreement, any dispute, difference, or controversy of whatever nature howsoever arising under, out of or in relation to this Agreement, between the Parties and so notified in writing by either Party to the other (the "Dispute") in the first instance shall be attempted to be resolved amicably. If the Dispute is not resolved amicably, it shall be decided by reference to arbitration by 3 (three) arbitrators. Each Party shall appoint 1 (one) arbitrator and the third shall be nominated by the said two arbitrators. The arbitration shall be held in accordance with The Arbitration and Conciliation Act, 1996 and amendments or statutory modifications or reenactments thereto. The arbitrators shall give a reasoned award. The award by a majority of the arbitrators rendered in writing shall be final and binding on both the Parties. The fee and other expenses of the arbitrator nominated by respective Party shall be borne by the Party nominating the arbitrator. The fee and other expenses of the third arbitrator and other arbitration expenses shall be shared equally by both the Parties. The arbitration proceedings shall be held in English language. The venue of such arbitration shall be New Delhi, India.

The Arbitrator shall not have the power to award punitive damages, attorney's fees and /or any other losses, expenses, claim or damages, which are excluded by this Agreement.

The arbitration proceedings, including any outcome, shall be confidential. Nothing in this clause will preclude any Party from seeking interim or provisional relief from a court of competent jurisdiction, including a temporary restraining order, preliminary injunction or other interim equitable relief, concerning a dispute either prior to or during any arbitration if necessary to protect the interests of such Party or to preserve the status quo pending the arbitration proceeding. The arbitrator's award shall be final and binding and shall be enforceable through any Court with competent jurisdiction.

18 **GOVERNING LAW:**

19 This Agreement shall be construed and interpreted in accordance with and governed by the laws of Union of India.

20 **NOTICES:**

Any notice required to be given hereunder shall be in writing and shall be effectively served (i) if delivered personally, upon receipt by the other Party; (ii) if sent by prepaid courier service, airmail or registered mail, within five (5) days of being sent; or (iii) if sent by facsimile or other similar means of electronic communication (with confirmed receipt), upon receipt of transmission notice by the sender. Any notice required to be given hereunder shall be sent to the addresses referred below

If to IPL

Address: **Corporate House, S.G. Highway, Thaltej, Near Sola Bridge, Ahmedabad-380054, Gujarat, India,**
Attention: LEGAL HEAD
Contact No: +91 79 26578862

If to Dr Vasant Rao Pawar Medical College, Hospital & Research Center (Blood Bank)
Address: **Mumbai-Agra National Hwy, Vasantdadanagar, Adgaon, Nashik -422207 Maharashtra .India,**
Attention: LEGAL HEAD
Contact No.: 072322 43504



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- 21 Either Party shall not use the brand name, logo, mark or any other intellectual property in any manner whatsoever, without a prior written approval from the other Party.
- 22 Neither Party shall make or permit any person to make any public announcement concerning this Agreement without the prior written consent of the other Party.
- 23 This Agreement may be signed in two counterparts, each of which when signed and dated shall constitute an original of this Agreement but all the counterparts shall together constitute the same Agreement.

EXECUTED ON THE DAY MONTH AND YEAR FIRST ABOVE WRITTEN

For. Intas Pharmaceuticals Ltd.

For. Dr Vasantrao Pawar Medical College, Hospital & Research Center (Blood Bank)

27/02/2013



(Signature)
B.S. Pradip (Dr.)

(Ritesh Saraf)
Authorized Signatory

Authorized Signatory

B.T.O.
MVP Hospital Blood Bank
Nasik

Witness:

(Signature)
Hitesh Anjara

(Hitesh Anjara)

Witness:
