



25/11/2019

D Y Patil Medical College Hospital & Research Centre Nerul

Dear Sir/madam,

We refer to your request to Sanofi India Ltd. ("Sanofi") to support D Y Patil Medical College Hospital & Research Centre Nerul ("Recipient") in the following event ("Event"):

Description of the Event	Objectives of Event	Time-frame
Chronic Urticaria Master Class	To conduct Master Class / workshop on "Chronic Urticaria", led by Dr. Kiran Godse	1

Subject to the terms and conditions as hereinafter provided, Sanofi agrees to support the Event in the following manner ("Support"):

Description of the Support	Amount involved	Mode of payment	Term of payment
Chronic Urticaria Master Class supported by Sanofi - Contribution to the event to cover (Faculty, Speaker, AV, Miscil expenses)	150000	By cheque made payable to the Recipient	Payment will be made within 7 days from the signed agreement date.

1. Recipient shall comply with all applicable laws and regulations, including the Indian Medical Council (Professional Conduct, Etiquette and Ethics) Regulations in carrying out the Event. It is expressly agreed and understood that no funding by Sanofi shall be utilized in contravention of the said Regulations.
2. Recipient warrants and represents that the entering into and performance of this Agreement and the Support are in full compliance with all applicable laws.



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3. Recipient warrants and represents that it has obtained and will maintain all approvals required for the Support by Sanofi under all applicable laws, industry codes of practices and Recipient's code of conduct.
4. If required by applicable law, this Agreement will be submitted to the relevant authority by Recipient or Sanofi.
5. Recipient shall use the Support for the Event only. In the event of cancellation of the Event or any part thereof, Recipient shall refund Sanofi the Support in full or the unutilized portion of the Support within thirty (30) days from the date of cancellation. Recipient shall also refund the Support in full if it has breached any of its terms hereunder.
6. Recipient warrants that any fees payable to healthcare professionals by the Recipient shall be based on fair market value negotiated on an arm's length transaction.
7. Upon reasonable prior notice to Recipient, Sanofi may, during normal business hours and at its cost, to conduct an audit of Recipient's records (but only to the extent that such records relate to the Support) and Recipient agrees to cooperate fully with such audit.
8. Upon request, Recipient shall submit to Sanofi a report of expenditure on the Support.
9. The Recipient shall have full control of the Event and solely responsible for any materials to be presented and/or literature to be distributed during the Event.
10. Recipient shall not use any logo or trademark of Sanofi or its Affiliates without the prior written consent of Sanofi. For the purposes of this agreement, "Affiliate" shall mean any corporation or other entity controlled by, controlling or under common control with SANOFI, with "control" meaning direct or indirect ownership of more than fifty percent (50%) of the capital stock or the voting rights in such corporation or entity, or the ability to direct the management or policies of such corporation or entity through ownership of securities, by contract or otherwise.
11. Recipient warrants, represents and undertakes that it has not and will not make, promise or offer to make any payment or transfer anything of value (directly or indirectly) to (i) any individual, government official, any employee of government or semi government organization (ii) corporation, (iii) association, (iv) partnership, or (v) public body (including but not limited to any officer or employee of any of the foregoing from (ii) to (v)), who, acting in their official capacity or of their own accord, are in a position to influence, secure or retain any business for (and/or provide any financial or other advantage to) Sanofi by improperly performing a function of a public nature or a business activity with the purpose or effect of public or commercial bribery, acceptance of or acquiescence in extortion, kick-backs or other unlawful or improper means of obtaining or retaining business. Recipient will immediately notify Sanofi, at any time during the term of this agreement, if its circumstances, knowledge or awareness changes such that it would not be able to repeat the warranties set out above at the relevant time. Sanofi shall be entitled to immediately terminate this agreement at any time in the event of a breach by the Recipient of this provision.
12. Recipient agrees that Sanofi and/or its Affiliates may disclose publicly and/or to any authorities the Recipient's name, the Support and the Event.



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13. Recipient shall disclose the Support from Sanofi in all related communication and publications on the Event and in the manner as required under its own policies, applicable laws and/or code of practices.
14. In order to be transparent, Recipient shall convey to the attendees the fact that Sanofi has contributed to the Third Party Event.
15. Recipient agrees to provide to Sanofi the relevant branding opportunity (e.g. booth or stall) and/or scientific sessions as offered in the referred request for support or brochure of the event.
16. Sanofi and Recipient agree that the Support does not take effect and is not intended to take effect as an incentive or reward for past, present or future willingness to recommend, endorse, authorize, approve, purchase or supply any product or service sold or provided by Sanofi or as an incentive to grant an interview for any sales or marketing purpose.
17. Recipient acknowledges that any information or material of any kind on any medium supplied to Recipient by Sanofi under this agreement ("Materials") belong to Sanofi and/or its Affiliates and nothing hereunder shall give rise to any assignment to Recipient of any right or interest in such information or material including any developments or variations thereof. Recipient shall use Materials only for the purpose of this agreement and shall return to Sanofi upon completion of the Event or at any time upon request from Sanofi.
18. Any and all information disclosed by Sanofi to Recipient or which Recipient will have access during the course of this agreement (the "Confidential Information") shall be considered and treated as confidential. Recipient agrees, during the duration of this agreement and for a period of ten (10) years thereafter (i) not to disclose any part of it to any third party, and (ii) not to use any part of it for any purpose other than the purpose of this agreement, without Sanofi's prior written consent. However, the above defined confidentiality and restricted use obligations will not apply to information that is: (i) lawfully known to Recipient as evidenced by written records before receipt thereof from Sanofi, and not subject to an obligation of nondisclosure or non-use; (ii) disclosed in good faith to Recipient after acceptance of this agreement by a third person lawfully in possession of such information and not under an obligation of nondisclosure or non-use with respect thereto; (iii) is or becomes part of the public knowledge or is publicly disclosed through no fault of Recipient; or (iv) Recipient is required to disclose as a result of applicable law, rules or other legal process, provided that Recipient promptly notifies Sanofi thereof. This obligation survives termination of this agreement.
19. This Agreement constitutes the entire agreement between the parties with respect to the subject matter and supersedes any prior representations and agreement oral or otherwise between the parties.
20. No change to any provision of this Agreement shall be valid unless in writing and signed by both Parties.
21. This Agreement takes effect from the date of acceptance by Recipient and shall terminate upon completion of the Event unless earlier terminated pursuant to any term hereof. Notwithstanding the above, either Party may terminate this Agreement by giving one (1) month prior written notice to the other Party.



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22. The relationship of the Parties under this Agreement is that of independent contractors.
23. This Agreement shall be governed by the laws of India without regard to its conflict of law principle and any dispute related to this agreement shall be settled by competent court in India].

If the above terms and conditions are acceptable to you, please signify your acceptance by signing the duplicate original of this letter and returning it to us.

Yours faithfully,  
Sanofi India Ltd.

**Signature**

**Name: R SACHDEV**

**Title: Authorized Signatory – Mass Therapy**

**Date:**

This Agreement is accepted by:

**Signature**

**Name:**

*Dr. Surekha S. Patil*

**Title:**

*Dean & professor*

**Date:**

*1/12/19*

**For and on behalf of**

**D Y Patil Medical College Hospital & Research Centre Nerul**



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