
Merck Foundation gGmbH
SCHOLARSHIP AGREEMENT FOR CAPACITY BUILDING PROGRAM as
part of Merck Foundation's non for profit initiatives

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EFFECTIVE DATE: 03.11.2022

This Scholarship Agreement for Capacity Building Program ("Agreement") is effective as of the date set forth above ("Effective Date") and is between **Merck Foundation gGmbH, Frankfurter Straße 250, 64293 Darmstadt, Germany** ("Merck Foundation"), and National Cancer Institute.

Name of legal person receiving the funding ("Contract Party"):	TATA MEMORIAL CENTER
Street Address:	Dr. E. Borges Marg
City, State, Postal Code:	Mumbai, 400012
Country:	India
Telephone Number:	912224177000
Fax Number:	
Email:	tmhresident@tmc.gov
Merck Foundation's Unique Identifier for Contract Party:	0110619651
Title of Program or Name of Event:	Oncology Scholarship-TMH-Mumbai-Nov 22-May 23.
Date and Location of Program:	November 2022 – May 2023
Amount Approved:	\$6070.00
Merck Foundation's Contact Person:	Dimple Shastri

Together referred to as the "Parties", and individually referred to as a "Party".

1. Preamble

The Merck Foundation, established in 2017, is a philanthropic organization that aims to improve the health and wellbeing of people and advance their lives through science and technology. Its efforts are primarily focused on improving access to innovative healthcare solutions in underserved communities, building healthcare and scientific research capacity and empowering people in STEM (Science, Technology, Engineering and Mathematics) with a special focus on women and youth. Within the scope of its Statutes the Merck Foundation serves exclusively public-benefit purposes according to the German Fiscal Code.

Merck Foundation provides support for independent medical education activities for Healthcare Professionals such as through a Scholarship for Capacity Building Program. Merck Foundation believes that dissemination of scientific and educational information is a worthy undertaking that is deserving of support. Merck Foundation is committed to carrying out such support in an appropriate manner and in compliance with all Applicable Laws. Contract Party has filed a funding application with Merck Foundation wherein it has requested support for the Capacity Building, Program described in Exhibit A attached hereto (the "Program"). Merck Foundation has approved the funding application for the Program under the terms and conditions set forth in this Agreement.

Tata Memorial Centre is a specialist cancer treatment and research centre, closely associated with the Advanced Centre for Treatment, Research and Education in Cancer (ACTREC).

The Tata Memorial Centre is a recognised training centre for cancer education and research by national and international organisations such as WHO, IAEA and UICC.[citation needed] Tata Memorial Hospital is a post-graduate teaching centre and is affiliated to the University of Mumbai, National Board of Examinations and Maharashtra University of Health Sciences. Every year about 80 post-graduate students register with the centre for doing their Master's or Doctorate courses. There are about 400 students undergoing training every year in medical and non-medical fields in long and short term courses.

With the support of this Capacity Building Program Merck Foundation wants to achieve its public-benefit purposes set out in its Statutes.

2. Definitions

2.1 Applicable Laws. The laws, rules, regulations and ordinances governing the activity contemplated by this Agreement, including but not limited to local and applicable foreign laws on corruption and rules of the EFPIA and analogous national Codes.

2.2 Scholarship: The provision of financial or other support in the form of money, services, or other items of value for a Capacity Building Program of a Healthcare Organization. The Scholarship can be the provision of financial or other support in the form of money, services, or other items of value and is bound to certain requirements as described in Exhibit B.

2.3 Capacity Building Program. Independent, non-promotional, healthcare-related program with a scientific purpose, aiming on updating, developing and enhancing how physicians apply the knowledge, skills and attitude required in their working life as described in Exhibit A ("Program")

2.4 Healthcare Professional. Any trained professional who is licensed to, or a medical student trainee or any other person who in the course of his/her professional activities may, prescribe, recommend, purchase, dispense, supply, or administer Pharmaceutical Products or provide healthcare services and his/her office staff, and any payer for Pharmaceutical Products, including any national and local reimbursement authority.

2.5 Pharmaceutical Product. Any drug/medicinal product, biological product, or medical device (irrespective of patent status and/or whether it is branded or not), whether used alone or in combination, that is intended to be used on the prescription of, or under the supervision of, a Healthcare Professional, and which is intended for use in the diagnosis, treatment, or prevention of disease in humans, or to affect the structure or any function of the human body and that is distributed or manufactured by Merck Foundation and/or its affiliated companies.

3. Amount of Funding Approved and Use of Funds

Merck Foundation has approved Contract Party's funding request in the amount set forth above. Funding shall be in the form of a grant or other support in the form of money, services, or other items of value, made to Contract Party. Aside from this financial support, Merck Foundation shall not provide any additional funds or support to the Program director, faculty, or other persons involved with the Program. Contract Party agrees:

- (i) to use the financial support for actual and reasonable expenses of the Program, as described herein;
- (ii) to use the financial support in strict accordance with the budget submitted with Contract Party's funding application;
- (iii) to furnish Merck Foundation with a regular reconciliation report concerning the expenditure of the financial support, supported by appropriate substantiation and about fulfillment of the scholarship requirements in Exhibit B;
- (iv) to promptly refund any unused funds to Merck Foundation;
- (v) not to use financial support for any other purposes, such as (a) funding Contract Party's operational expenses or reducing Contract Party's otherwise budgeted operational expenses; (b) compensating patients or non-faculty Healthcare Professionals for time spent at the Program; or (c) inappropriate social activities; and
- (vi) that the venue of the Program will be appropriate for the dissemination of medical and scientific information.

4. Statement of Purpose

Contract Party agrees that the Program (i) is for scientific and educational purposes only, (ii) will not promote individual products, directly or indirectly, including Pharmaceutical Products, and (iii) will be an independent and non-promotional Program that is focused on educational content and free from commercial influence or bias.

5. Grant of Scholarship

5.1 The Scholarship is generally open to all students that fulfill the requirements stated in this contract.

5.2 Contract Party will carefully select students as beneficiaries for the Program that is a promising candidate to fill the current gap in this specialty in their home country. A student receiving support from the Scholarship has to commit himself to return to his home country to work in his profession within the healthcare services for a period of 2 years and with that fill that gap of the underserved population in this therapeutic area of his home country.

5.3 Contract Party will make sure only to select students that don't have the financial means to finance such a Program by themselves.

6. Independence of Contract Party

Contract Party is solely responsible for designing and conducting the Program. Responsibility for and control over the identification of educational needs, determination of educational objectives, selection of content, faculty, educational methods, materials and venue, evaluations, and presentation of content belong to Contract Party in accordance with any applicable Capacity Building Program provider's guidelines. Contract Party shall not request any advice or guidance regarding the content or faculty for any professional education grant.

7. Disclosures

Contract Party shall ensure a meaningful disclosure is made in the announcements of the Program and also the documents disseminated for the implementation of the Program, of (a) the Merck Foundation financial or in-kind support, indicating the Merck Foundation name and its logo in a clearly visible position; (b) the condition and scope of the Scholarship; and (c) any significant relationship between Contract Party, presenters or moderators, and the Merck Foundation (e.g., employee, grant recipient, principal investigator in clinical trial, owner of significant interest or stock, etc.). In addition, Contract Party shall make reference to the contractual relationship with the Merck Foundation in verbal or written public statements, to the extent the public statement relates to the subject of this Agreement or the Merck Foundation in general.

8. Acknowledgment of Support

Contract Party agrees to appropriately acknowledge the Scholarship from Merck Foundation in Program brochures, syllabi, and other Program materials.

9. Objectivity and Balance

Contract Party shall make every effort to ensure that data regarding products are objectively selected and presented, with favorable and unfavorable information and a balanced discussion of current and relevant information.

10. Limitations on Data

Contract Party shall ensure, to the extent possible, meaningful disclosure of limitations on data, e.g., ongoing research, interim analyses, preliminary data, or unsupported opinion.

11. Discussion of Products and Unapproved Uses

Educational materials that are part of an educational activity at the Program, such as slides, abstracts, and handouts, shall not contain any advertising, trade name, or product-group message. Contract Party shall require that presenters and/or moderators disclose when a product is not approved for the use under discussion.

12. Opportunities for Discussion

Contract Party shall ensure that there is an opportunity for meaningful scientific discussion or questioning during the Program.

13. Payments Disclosure

Contract Party consents that Merck Foundation and its affiliated companies may publicly disclose payments and transfers of value to Contract Party and its affiliated companies. Disclosure may consist of aggregate payments, dates, and purposes (without disclosing names of Contract Party) or specific payments, dates, purposes, and names of Contract Party and affiliated

companies. Where required by mandatory laws, Contract Party will provide consent in a separate form.

14. Data Protection

14.1 Contract Party's Personnel Personal Data. In connection with this Agreement, Merck Foundation may be called upon to provide personal data of Healthcare Professionals on behalf of Contract Party and other Contract Party's employees and representatives (together "Personnel"). The data falls within the scope of the law and regulations relating to the protection of "personal data" as defined in data protection laws applicable to Merck Foundation ("Applicable Data Protection Laws").

14.2 Categories of Personal Data and Purposes of Processing. This personal data may include names, contact information, work experience and professional qualifications, publications, interactions between Merck Foundation and Contract Party under this Agreement ("Personal Data"). Merck Foundation processes such Personal Data for the performance of this Agreement.

14.3 Data Sharing. Merck Foundation may share Personal Data (i) with its service providers that process Personal Data on its behalf and according to its instructions and (ii) with other affiliated companies for the purposes set forth in Section 14.2. Recipients of Personal Data according to this Section 14.3 may also be established in countries outside the EU or the European Economic Area ("EEA"). Where Personal Data is transferred outside the EU or the EEA, such transfer is subject to an adequate protection, especially by the use of EU Standard Contractual Clauses.

14.4 Information requirements. Contract Party shall inform the effected Personnel about processing of their Personal Data by Merck Foundation, its affiliated companies and service providers so that Merck Foundation and affiliated companies comply with their information requirements under Applicable Data Protection Laws towards Personnel. To this end, Contract Party can use the template attached as Exhibit C.

14.5 Compliance with Data Protection Laws. Contract Party shall at all times comply with Applicable Data Protection Laws when processing Personal Data in connection with this Agreement.

14.6 Retention Periods. The Personal Data related to this Agreement will be stored for as long as it is required for the purpose set forth in Section 14.2. Besides that, Personal Data will be stored to comply with the relevant statutory retention periods such as applicable national commercial or tax laws.

15. Representations, Warranties, and Covenants

Contract Party hereby represents, warrants, and covenants as follows:

- (i) It has the full power and right to enter into this Agreement;
- (ii) It has complied with all Applicable Laws with its funding request for Scholarship from Merck Foundation and will comply with all Applicable Laws regarding any Scholarship under this Agreement;
- (iii) It shall maintain records during the term of this Agreement and for one (1) year following expiration or termination of this Agreement relating to funds received as a result of the Scholarship and related expenditures and uses. Merck Foundation or any

of Merck Foundation's affiliated companies shall have the right, upon reasonable notice, to examine such records;

- (iv) It shall promptly deliver to Merck Foundation any additional information reasonably requested to support Contract Party's application for Scholarship;
- (v) The Scholarship is not being received as a reward or in exchange for recommending, prescribing, dispensing, purchasing, supplying, selling, administering, referring, arranging for, or ordering Pharmaceutical Products, or to induce Contract Party or any of the beneficiary of the Scholarship recommending, prescribing, dispensing, purchasing, supplying, selling, administering, referring, arranging for, or ordering Pharmaceutical Products in the future;
- (vi) The Scholarship constitutes fair market value for the activities supported by the Scholarship;
- (vii) It shall abide by all applicable standards for financial support established by the accrediting body for the Program or any other entity that may accredit professional medical education;
- (viii) It and no beneficiary of the Scholarship are not currently excluded, suspended, or otherwise ineligible by any governmental body to participate in Capacity Building Program. If, before the date of the Program, Contract Party or any of the beneficiaries of the Scholarship becomes excluded, suspended, or experiences the ineligibility mentioned in the preceding sentence, Contract Party shall immediately notify Merck Foundation;
- (ix) Contract Party shall make no payment nor transfer anything of value, directly or indirectly, to any official or other person to influence any decision to obtain or retain business or gain an advantage in the conduct of business, or to induce such official or other person to perform a function in violation of any Applicable Laws and
- (x) to the extent that an employee of the Contract Party is involved in the conclusion of this Agreement, the Merck Foundation will disclose the involvement of this employee and ask the Contract Party for consent to this involvement.

16. Assignment

The rights and obligations of Contract Party under this Agreement are personal to Contract Party and may not be assigned or subcontracted to others without Merck Foundation's written consent. Merck Foundation may assign this Agreement in whole or in part without Contract Party's consent.

17. Notices

Notices hereunder must be in writing and given to the other Party by in-hand delivery; by electronic mail; by facsimile; by first-class mail, postage prepaid; or by air courier to the mailing address set forth above or to such other address as either Party may designate. Notices shall be effective when received.

18. Severability

If any provision of this Agreement is held to be invalid, void, or unenforceable, such provision shall be deemed to be restated to reflect as nearly as possible the original intentions of the Parties in accordance with Applicable Laws, and the remaining provisions of this Agreement shall remain in full force and effect.

19. Term

19.1 Term. This Agreement commences on the Effective Date.

19.2 Survival. Expiry or termination of this Agreement shall not relieve either Party of any obligation or liability accrued prior to the expiry or termination date. In addition to specific provisions that survive pursuant to their own terms, the obligations of the Parties under the Sections entitled Data Protection, Notices, Severability, and Miscellaneous shall survive the expiry or termination of this Agreement.

20. Miscellaneous

20.1 Contract Party shall strictly comply with all applicable laws, rules, regulations and ordinances with respect to its obligations under this Agreement and it shall obtain and maintain all releases, permissions and licenses necessary for it to fulfil its obligations under this Agreement. In case of any requirement to be complied with / fulfilled by Merck Foundation, Contract Party shall notify Merck Foundation to that effect before any activity under this Agreement is initiated, and if Merck Foundation is not in a position to fulfil such requirement, it shall have the option to terminate the Agreement with no obligation whatsoever on Merck Foundation.

20.2 This Agreement, including the funding application filed by Contract Party, which is hereby incorporated by reference, is the entire agreement between the Parties relating to the subject matter hereof and supersedes all prior agreements between the Parties relating to the subject matter hereof. No agreement modifying or waiving any provision of this Agreement shall be binding unless made in a writing that references this Agreement and is signed by both Parties. Facsimile signatures shall have the same effect as originals. This Agreement and all claims related to it shall be governed by the laws of Germany, without regard to its choice or conflict of law provisions.

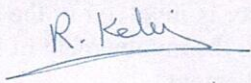

Merck Foundation gGmbH	TATA Memorial Centre
Signature: 	Signature:
Printed Name: Dr. Rasha Kelej	Printed Name:
Title: CEO of Merck Foundation gGmbH	Title:
Signature: 	
Printed Name: Dimple Shastri	
Title: Senior Projects & Programs Manager & Quality Assurance Manager	

EXHIBIT A

Capacity Building Program

Amount of Scholarship of Event/Activity (“Scholarship”) proposed:	\$6070.00
Date of Event/Activity:	3 rd November 2022-2 December 2022 and 18 th November 2022-17 May 2023
Detailed Description of Event/Activity:	Scholarship 1 months to 6monthsScholarship Oncology Fellowship program for 2 candidates
Detailed Description of the Portions or Elements within the Event/Activity for which the Scholarship Amount will be used:	<p>The scholarship (USD 6,070) will cover the tuition fees and living cost expenses for 2 candidates for the respective courses as outlined on the request letter selected by the Scientific committee of the training institute.</p> <p>The breakdown of the cost is as below:</p> <p>1 Month -1 Student</p> <p>Registration fees(1month): 170 USD/Student. Living Cost(1month): 700 USD/student.</p> <p>6 Months-1 Student</p> <p>Registration fees(6 months): 1,000 USD/Student. Living Cost(6 months): 4,200 USD/student</p> <p>Merck Foundation will also provide and cover the ticket cost in line with the Merck Travel Policy (average cost of USD 1,300/person). Total Travel cost: USD 2,600</p> <p>Total amount to be paid to institution :6,070 USD Total amount to be paid incl tickets = 8,670 USD</p> <p>This amount of 6070 USD will be adjusted against the payment made for April 2020 batch (202003.7856.QC)</p>
Supporting Documents Provided:	Request Letter Ref: TMC/MF/10-2022/01 Course Curriculum attached

EXHIBIT B

Requirements to apply for and receive the Scholarship

- 1 Year Medical Oncology
- 1 Year Surgical Oncology
- 1 Year Paediatric Oncology
- 1 Year Gynaec Oncology
- 3 Months Oncology Nursing-Paediatrics
- 3 Months Oncology Nursing-ENT

Eligibility criteria for candidates for Oncology courses

1. Fellowship in Surgical Oncology

Duration: 1 year

Eligibility: - Bachelor degree in Medicine and Surgery

- 1 year experience in Oncology care with minimum

3 months in surgical oncology preferable

- Recommendation from ministry of health

and /or University

2. Fellowship in Adult Medical Oncology

Duration: 1 year

Eligibility: - Bachelor degree in Medicine and Surgery

- Minimum 1 year experience in Oncology care

- Recommendation from MOH and /or University

3. Fellowship in Pediatric Medical Oncology

Duration: 1 year

Eligibility: - Bachelor degree in Medicine and Surgery

- Minimum 1 year experience in Pediatric Oncology

Strong commitment to the Program: Active participation in the program and great performance is expected.

EXHIBIT C

PROCESSING OF PERSONAL DATA OF PERSONNEL OF CONTRACT PARTY AND
EFFECTED HELTHCARE PROFESSIONALS BY MERCK FOUNDATION IN CONNECTION
WITH THE SCHOLARSHIP AGREEMENT

In connection with the Scholarship Agreement with Contract Party("Agreement"), **Merck Foundation gGmbH, Frankfurter Straße 250, 64293 Darmstadt, Germany**, is, processing certain personal data of the Healthcare Professionals or other employees of the Contract Party and other Healthcare Professionals (altogether referred to as "Personnel"). This document is providing information to Personnel about the processing of personal data as required by law.

A. CATEGORIES OF DATA AND PURPOSES OF PROCESSING

In connection with this Agreement, Merck Foundation will collect personal data of Personnel. This personal data includes names, contact information, and may include, work experience and professional qualifications.

Merck Foundation will process such personal data for the performance of the Agreement.¹

The personal data will be stored for as long as it is required for the stated purpose. Besides that, Personal Data will be stored to comply with the relevant statutory retention periods such as applicable national commercial or tax laws.

B. DATA SHARING

Merck Foundation may share personal data (i) with its service providers that process personal data on its behalf and according to its instructions and (ii) with other affiliated companies for the identified purposes. Recipients of personal data may also be established in countries outside the EU or the European Economic Area ("EEA"). Where personal data is transferred outside the EU or the EEA, such transfer is subject to an adequate protection, especially by the use of EU Standard Contractual Clauses.

C. RIGHTS OF PERSONNEL

Data subjects are entitled at any time to exercise their data protection rights under applicable data protection laws (under the GDPR in the EU: the right to access, rectify, require erasure, restrict processing as well as the right to data portability). To this extent, Merck Foundation will respond to all legitimate requests for information about personal data stored and, where applicable, to all requests to correct, update, or delete personal data.

In any of these cases or to request a copy of the EU Standard Contractual Clauses (if applicable), Personnel can contact Merck Foundation's data protection officer at privacy@merckgroup.com or under the address specified above. **In addition, your personnel can also raise any questions to the competent data protection authority.**

¹ The legal basis is Art. 6 (1) b) General Data Protection Regulation ("GDPR").