

## VAXAN HEALTHCARE PVT. LTD.

### RESEARCH AGREEMENT FORM

(RESEARCH CODE : VAX666IND2030)

THIS RESEARCH AGREEMENT (the "Agreement") is entered into on \_\_\_\_/\_\_\_\_/\_\_\_\_

**VAXAN HEALTHCARE PVT. LTD., (CIN: U74999BR2017PTC033621)** a company incorporated under the Companies Act, 1956 and having Corporate office at "**VAXAN HEALTHCARE PVT. LTD., GLOBAL CAPABILITY CENTER (GCC), WORLDMARK-1, AEROCITY, NEAR IGI INTERNATIONAL AIRPORT, NEW DELHI, PIN:110037 INDIA** its Regional office at "**VAXAN HEALTHCARE PVT. LTD., GLOBAL CAPABILITY CENTER (GCC), HOUSE NO: E/48, E-SECTOR PARK, P.C.COLONY, KANKARBAGH, PATNA (BIHAR), PIN: 800020 INDIA** " "**Website: www.vaxan.in** **Email: vaxanhealthcare@zohomail.in , vaxanhealthcare@gmail.com** **Mobile : (+91) 9102195566** (here in after called "**VAXAN HEALTHCARE PVT. LTD.**" which expression shall, unless repugnant to the meaning or context hereof, be deemed to include its successors and permitted assigns of the "THE FIRST PARTY").;

**AND**

**DR.**\_\_\_\_\_having his/her residential address at \_\_\_\_\_

\_\_\_\_\_ PIN: \_\_\_\_\_

Hospital Name & address: \_\_\_\_\_

\_\_\_\_\_ PIN: \_\_\_\_\_

and having Medical Registration No: \_\_\_\_\_

Aadhar No: \_\_\_\_\_ & PAN \_\_\_\_\_

Mobile No: (+91) \_\_\_\_\_ & WhatsApp No: (+91) \_\_\_\_\_

Email : \_\_\_\_\_

(here In after referred to as the "**INVESTIGATOR**" of "THE SECOND PARTY").;

**VAXAN HEALTHCARE PVT. LTD. (THE FIRST PARTY)** and **INVESTIGATOR (THE SECOND PARTY)** are collectively referred to as "**Parties**" and individually as a "**Party**".

WHEREAS,

- A. VAXAN HEALTHCARE PVT. LTD. is an ISO 9001:2015 certified India's Leading Pharma contract Manufacturer, Exporter & Healthcare Company is engaged in the business of manufacturing, marketing, selling, distribution and research and development of pharmaceutical products, nutritional food supplements, dietary supplements, baby proprietary foods etc. in India and in the international markets.
- B. VAXAN HEALTHCARE PVT. LTD. is also bring together hospitals, physicians, institutions, organizations and other healthcare providers to transform healthcare system globally by coordinate high-quality cost effective products and process.
- C. VAXAN HEALTHCARE PVT. LTD. (THE FIRST PARTY) is desirous of engaging the INVESTIGATOR (THE SECOND PARTY) for MEDICAL RESEARCH PROGRAM Study basis patients enrolment for the purpose of early detection of rising pandemic cases across the region and developing the

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effective pharmaceutical and nutritional products at the affordable price rate.

- D. INVESTIGATOR (THE SECOND PARTY) has agreed to act accordingly and enroll subjects in the MEDICAL RESEARCH PROGRAM Study as per research study protocol.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is acknowledged by the Parties and on the terms and conditions as hereinafter set forth, the Parties agree as follows:

1. **VAXAN HEALTHCARE PVT. LTD. (THE FIRST PARTY)** here by engages the **INVESTIGATOR (THE SECOND PARTY)** in **MEDICAL RESEARCH PROGRAM Study enrolment of patients in the following clinical study:**

**NAME OF THE MEDICAL RESEARCH PROGRAM: (RESEARCH CODE: VAX666IND2030)**

**A RETROSPECTIVE REVIEW : IMPACT OF HEMOGLOBIN STATUS, VITAMIN D LEVELS, AND HYDRATION SUPPLEMENTATION ON HOMOCYSTEINE ELEVATION ACROSS ALL AGE GROUPS.**

**PURPOSE OF THE MEDICAL RESEARCH PROGRAM:**

**(I) Collect Patients disease related MEDICAL DATA digitally by using ACCURATUS AI Hospital Integrated Operating software and analysis the same by sharing MEDICAL DATA with VAXAN HEALTHCARE PVT. LTD.'s GLOBAL CAPABILITY CENTER (GCC) for the purpose of early detection of rising pandemic cases and developing the effective pharmaceutical and nutritional products at the affordable price rate.**

**(II) Prescription products' brand name of VAXAN HEALTHCARE PVT. LTD.'s manufactured, marketed and imported Vitamin-D Supplements products, pharmaceutical products, nutritional food supplements, dietary supplements, baby proprietary foods and Fast-Moving Consumer Goods (FMCG) products and items across the region.**

## **2. INVESTIGATOR'S OBLIGATIONS**

- a) INVESTIGATOR (THE SECOND PARTY) agrees to provide MEDICAL DATA to VAXAN HEALTHCARE PVT. LTD.'s GLOBAL CAPABILITY CENTER (GCC) as per patient enrolment as agreed here under.
- b) INVESTIGATOR (THE SECOND PARTY) shall conduct the MEDICAL RESEARCH PROGRAM Study in compliance with applicable laws, regulations, and Ethical standards and follow the instructions given by VAXAN HEALTHCARE PVT. LTD.'s GLOBAL CAPABILITY CENTER (GCC).
- c) INVESTIGATOR shall ensure that all personnel involved in the MEDICAL RESEARCH PROGRAM Study are qualified and trained as per VAXAN HEALTHCARE PVT. LTD. company guidelines.
- d) INVESTIGATOR (THE SECOND PARTY) represents and warrants that he/she shall comply with all applicable laws, rules and regulations and shall not indulge in any act, which constitutes an offence or a corrupt practice under the Indian laws.
- e) INVESTIGATOR (THE SECOND PARTY) agrees that during the term he/she providing services to VAXAN HEALTHCARE PVT. LTD.'s GLOBAL CAPABILITY CENTER (GCC) will maintain professional integrity and will comply with the guidelines as applicable and that taking up VAXAN HEALTHCARE PVT. LTD.'s assignment does not in any way come in conflict with any code of conduct as applicable on him/her.
- f) INVESTIGATOR (THE SECOND PARTY) agrees to collect digitally Patients disease related MEDICAL DATA by using **ACCURATUS AI Hospital Integrated Operating software** and share the same MEDICAL DATA with VAXAN HEALTHCARE PVT. LTD.'s GLOBAL CAPABILITY CENTER (GCC) for the purpose of early detection of rising pandemic cases and developing the

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effective pharmaceutical and nutritional products at the affordable price rate.

- g) **ACCURATUS AI Hospital Integrated desktop and mobile Operating software** has key hospital and patient management features such as Patient Registration & Scheduling, OPD & IPD Management, Electronic Medical Records (EMR/EHR), Billing, Accounting & Insurance Processing, Pharmacy & Inventory Management, Laboratory & Radiology Information Systems (LIS/RIS), Analytics & Reporting (MIS), Staff & HR Management etc., **ACCURATUS AI Hospital Integrated Operating Software has per patient SUBSCRIPTION FEE payable to VAXAN HEALTHCARE PVT. LTD.'s GLOBAL CAPABILITY CENTER (GCC)**. INVESTIGATOR (THE SECOND PARTY) has agreed to pay **SUBSCRIPTION FEES** and use regularly ACCURATUS AI Hospital Integrated Operating Software for sharing PATIENT MEDICAL DATA with VAXAN HEALTHCARE PVT. LTD.'s GLOBAL CAPABILITY CENTER (GCC).
- h) VAXAN HEALTHCARE PVT. LTD.'s GLOBAL CAPABILITY CENTER (GCC) Authorized Person has right to visit INVESTIGATOR (THE SECOND PARTY) offices and hospitals for installation **ACCURATUS AI Hospital Integrated desktop and mobile Operating Software** for collecting and analyzing the PATIENT MEDICAL DATA should include Patient personal details (Name, DOB, Contact no.), emergency contacts no, medical history (allergies, past illnesses, hospitalizations), current health status (vital signs, physical exam), lifestyle habits (diet, sleep, addictions), and required immunizations. INVESTIGATOR (THE SECOND PARTY) has agreed to act accordingly provide efficient assistance to the company executive person & send details to **Email: vaxanhealthcare@zohomail.in**
- i) INVESTIGATOR (THE SECOND PARTY) agrees to prescribe products' brand name of VAXAN HEALTHCARE PVT. LTD.'s manufactured, marketed and imported Vitamin-D Supplements products, pharmaceutical products, nutritional food supplements, dietary supplements, baby proprietary foods and Fast-Moving Consumer Goods (FMCG) products and items brand name **3:1 ratio** at each patient prescription paper each day to achieve monthly, quarterly and yearly sales target across the region.
- j) VAXAN HEALTHCARE PVT. LTD.'s GLOBAL CAPABILITY CENTER (GCC) Authorized Person has right to suggest, add and modify products and items brand name of VAXAN HEALTHCARE PVT. LTD.'s manufactured, marketed and imported Supplements products, pharmaceutical products, nutritional food supplements, dietary supplements, baby proprietary foods and Fast-Moving Consumer Goods (FMCG) products and items to achieve monthly, quarterly and yearly sales target across the region.
- k) VAXAN HEALTHCARE PVT. LTD.'s Authorized Person has right to collect personal and professional information about Hospital Administrative and Management Team , HOD Doctors/ Medical Staff ANM/GNM, Hospital Security details etc. THE SECOND PARTY has agreed to share the information about HOSPITAL ADMINISTRATIVE & SECURITY INFORMATION and provide efficient assistance to the company executives person as per protocol.

**HOSPITAL NAME & ADDRESS:** \_\_\_\_\_

\_\_\_\_\_ **PIN:** \_\_\_\_\_

**EMAIL :** \_\_\_\_\_

**CONTACT NO: (+91)** \_\_\_\_\_

**CCTV SERIAL NUMBER:** \_\_\_\_\_

**CCTV LOGIN ID :** \_\_\_\_\_

**CCTV PASSWORD:** \_\_\_\_\_

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- l) VAXAN HEALTHCARE PVT. LTD.'s GLOBAL CAPABILITY CENTER (GCC) Authorized Person will lead ZOHO Meeting call from 8:00 AM - 10:00 AM (Morning) and 6:00 PM - 8:00 PM (Evening) Monday to Friday. INVESTIGATOR (THE SECOND PARTY) has agreed to attend the ZOHO Meeting along with their colleagues to discuss the topics related about hospital administrative and management problems, making decisions. INVESTIGATOR (THE SECOND PARTY) has also agreed to prescribe products and items brand name suggested by VAXAN HEALTHCARE PVT. LTD.'s GLOBAL CAPABILITY CENTER (GCC) .

### 3. VAXAN HEALTHCARE PVT. LTD.'S OBLIGATION

ACCURATUS AI Hospital Integrated Operating Software has per patient **SUBSCRIPTION FEES** payable to VAXAN HEALTHCARE PVT. LTD.'s GLOBAL CAPABILITY CENTER (GCC).

VAXAN HEALTHCARE PVT. LTD. 's GLOBAL CAPABILITY CENTER (GCC) shall pay Support fees to the INVESTIGATOR as detailed in Annexure I &II, subject to deduction of taxes as per applicable laws.

### 4. REPRESENTATION AND WARRANTY

INVESTIGATOR (THE SECOND PARTY) hereby represents and warrants that:

- a) The execution of this Agreement does not violate or conflict with any applicable laws and the terms and conditions, agreements, regulations or policies which INVESTIGATOR (THE SECOND PARTY) have agreed with or committed to with a third party.
- b) INVESTIGATOR (THE SECOND PARTY) hereby represents that he/she is free to impart all information provided to VAXAN HEALTHCARE PVT. LTD.'s GLOBAL CAPABILITY CENTER (GCC), as a result of his / her consultations and practice etc. without breach of any confidentiality obligation or otherwise, which he / she may have with any such third party.
- c) INVESTIGATOR (THE SECOND PARTY) further represents that he/she is not engaged in any interference, infringement or passing off actions with respect to the intellectual property rights and / or proprietary rights or related claim vested in any third party.
- d) INVESTIGATOR (THE SECOND PARTY) shall execute ,or cause to be executed, all such documents and do, or cause to be done all such acts, deeds and things as may be necessary to give full effect to the purpose of and all provisions of this Agreement.

### 5. OWNERSHIP RIGHTS

- a) INVESTIGATOR (THE SECOND PARTY) confirms that in the course of providing the services, any and all information, analyses, reports, or VAXAN HEALTHCARE PVT. LTD. 's marketed products or products proposed to be marketed by VAXAN HEALTHCARE PVT. LTD. (together referred to as "**MEDICAL DATA**") developed, generated or compiled by the INVESTIGATOR, shall be the property of VAXAN HEALTHCARE PVT. LTD.'s GLOBAL CAPABILITY CENTER (GCC) and shall be delivered to VAXAN HEALTHCARE PVT. LTD. 's GLOBAL CAPABILITY CENTER (GCC) Upon request or upon expiry or earlier termination of this Agreement.
- b) It is agreed and confirmed between the Parties that VAXAN HEALTHCARE PVT. LTD. 's GLOBAL CAPABILITY CENTER (GCC) shall own all intellectual property (including without limitation trademarks, copyrights and rights in confidentiality in the **MEDICAL DATA** or

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otherwise generated, created, developed under or pursuant to this Agreement.

- c) The **MEDICAL DATA** shall be kept confidential by INVESTIGATOR (THE SECOND PARTY) on the same terms as the Confidential Information as set out below. INVESTIGATOR (THE SECOND PARTY) shall not issue, release or disclose any information concerning the services provided under this Agreement without prior review and approval by VAXAN HEALTHCARE PVT. LTD.'s GLOBAL CAPABILITY CENTER (GCC).

## **6. COMPLIANCE WITH LAW**

- a) The Parties agree to comply with all such applicable laws and regulations in exercising their rights or performing their obligations under this Agreement.
- b) INVESTIGATOR (THE SECOND PARTY) acknowledges that conducting the clinical Study and the conditions mentioned under this agreement are permitted under applicable laws, guidelines and regulations, as amended and updated from time to time. However, in the event of any new laws, guidelines or regulations providing any new clarification which may warrant change/annulment of this Agreement, VAXAN HEALTHCARE PVT. LTD. Shall be free to do so, in order to abide by the new laws, guidelines or regulations. INVESTIGATOR shall not hold VAXAN HEALTHCARE PVT. LTD. liable for any damages, financial or otherwise, which may result because of the above stated reasons.

## **7. INDEMNITY**

INVESTIGATOR (THE SECOND PARTY) shall indemnify and keep indemnified VAXAN HEALTHCARE PVT. LTD. from and against all claims, proceedings, cost and damages suffered by VAXAN HEALTHCARE PVT. LTD. arising out of or in connection with the services provided by the INVESTIGATOR under this Agreement.

## **8. CONFIDENTIALITY**

- a) INVESTIGATOR (THE SECOND PARTY) shall be bound to maintain secrecy and confidentiality about all information and particulars shared by VAXAN HEALTHCARE PVT. LTD.'s GLOBAL CAPABILITY CENTER (GCC) or otherwise gathered by him/her in the course of this association (collectively, the "**Confidential Information**").
- b) INVESTIGATOR (THE SECOND PARTY) as the receiving party agrees not to disclose the Confidential Information to any person unless he/she has received prior written authorization from VAXAN HEALTHCARE PVT. LTD.'s GLOBAL CAPABILITY CENTER (GCC) Additionally, upon termination or expiration of this Agreement for any reason or upon the request of VAXAN HEALTHCARE PVT. LTD., he / she shall promptly return to VAXAN HEALTHCARE PVT. LTD.'s GLOBAL CAPABILITY CENTER (GCC) all originals and copies of documents or other materials including Electronic gadgets and devices constituting or containing Confidential Information.
- c) INVESTIGATOR (THE SECOND PARTY) shall not at any time during or after the termination of this Agreement, divulge, or allow to be divulged, to any person, any Confidential Information of VAXAN HEALTHCARE PVT. LTD.

## **9. TERM AND TERMINATION**

The Agreement shall be valid for the term during which the services are provided under this Agreement. This Agreement may be terminated by a prior termination notice of one month served by VAXAN HEALTHCARE PVT. LTD. upon the INVESTIGATOR. VAXAN HEALTHCARE PVT. LTD. shall not be under any obligation to disclose the reasons for such termination to the INVESTIGATOR (THE SECOND PARTY).

### **1. CONSEQUENCES OF TERMINATION**

Upon expiry or termination of this Agreement, INVESTIGATOR shall immediately cease to act as INVESTIGATOR under this Agreement and shall forthwith return all the documents and other material in his/her possession. Upon failure to do so, INVESTIGATOR shall be liable for breach of this Agreement. The expiry or termination of this Agreement shall be without prejudice to any rights, which have already accrued, to either of the Parties under this Agreement.

### **2. GOVERNING LAW AND DISPUTE RESOLUTION**

The construction, validity and performance of this Agreement shall be governed in all respects by Indian Law and all disputes and litigation arising in any way out of or affecting this Agreement shall be subject to the exclusive jurisdiction of the court of law at SAMASTIPUR, BIHAR: 848101 (INDIA).

### **3. MODIFICATIONS**

Any modifications of and amendments to this Agreement shall be effective only if made in writing and signed by duly authorized representatives of both the Parties.

## **10. GUIDELINES FOR HOW TO DOWNLOAD AND FILL UP VAXAN RESEARCH AGREEMENT FORM :**

- a) **VISIT COMPANY'S WEBSITE [www.vaxan.in](http://www.vaxan.in) AND DOWNLOAD THE VAXAN RESEARCH AGREEMENT FORM.**
- b) **FILL UP VAXAN RESEARCH AGREEMENT FORM IN ENGLISH LANGUAGE CAPITAL LETTER WITH BLUE/BLACK COLOUR PEN.**
- c) **ATTACH SELF ATTESTED COPIES OF THE INVESTIGATOR (THE SECOND PARTY) DOCUMENTS WITH SEAL AS MENTIONED IN PAGE 7.**
- d) **SIGN AND SEAL VAXAN RESEARCH AGREEMENT OF THE INVESTIGATOR (THE SECOND PARTY) SIDE.**
- e) **SCAN ALL SIGNED VAXAN RESEARCH AGREEMENT PAGES WITH SELF ATTESTED COPIES OF THE INVESTIGATOR (THE SECOND PARTY) DOCUMENTS.**  
**SEND PDF FILE BY EMAIL: [vaxanhealthcare@zohomail.in](mailto:vaxanhealthcare@zohomail.in)**
- f) **SPEED POST SIGNED VAXAN RESEARCH AGREEMENT WITH SELF ATTESTED COPIES OF THE INVESTIGATOR (THE SECOND PARTY) DOCUMENTS TO COMPANY REGIONAL BUSINESS OFFICE ADDRESS :**

**VAXAN HEALTHCARE PVT. LTD.**

**GLOBAL CAPABILITY CENTER (GCC)**

**HOUSE NO: E/48, E- SECTOR PARK, P. C. COLONY, KANKARBAGH**

**PATNA (BIHAR), PIN: 800020 INDIA**

**MOBILE: (+91) 9102195566 EMAIL: [vaxanhealthcare@zohomail.in](mailto:vaxanhealthcare@zohomail.in)**

**WEBSITE: [www.vaxan.in](http://www.vaxan.in)**

Initials of VAXAN HEALTHCARE PVT.LTD.'s GLOBAL CAPABILITY CENTER (GCC) Authorized Person

Initials of RESEARCH AGREEMENT

IN WITNESS WHEREOF, the Parties hereto have duly executed this Agreement as of the date below written.

VAXAN HEALTHCARE PVT. LTD.

DR. \_\_\_\_\_

Sign & Seal:

Sign & Seal:

Name:

Name:

Date:

Date:

WITNESS:

WITNESS:

Name \_\_\_\_\_

Name \_\_\_\_\_

Sign \_\_\_\_\_

Sign \_\_\_\_\_

**ATTESTED COPIES OF THE INVESTIGATOR’S (THE SECOND PARTY) DOCUMENTS WITH SEAL:**

- MEDICAL REGISTRATION CERTIFICATE
- PRESCRIPTION LETTER HEAD
- AADHAR CARD
- PAN CARD
- CANCELLED CHEQUE OF BANK ACCOUNT

**VAXAN HEALTHCARE PVT. LTD.**

**ANNEXURE I  
(ONLY OFFICE USE)**

**AFFILIATED COMPANY NAME:** \_\_\_\_\_

**PRODUCTS NAME:** \_\_\_\_\_

**AUTHORIZED DISTRIBUTOR NAME & ADDRESS:** \_\_\_\_\_

**PIN:** \_\_\_\_\_

**GST NO:** \_\_\_\_\_

**D.L NO:** \_\_\_\_\_ **FSSAI NO:** \_\_\_\_\_

**CONTACT PERSON NAME:** \_\_\_\_\_

**EMAIL:** \_\_\_\_\_ **MOBILE NO: (+91)** \_\_\_\_\_

**PHARMACY STORE NAME & ADDRESS:** \_\_\_\_\_

**PIN:** \_\_\_\_\_

**GST NO:** \_\_\_\_\_

**D.L NO:** \_\_\_\_\_ **FSSAI NO:** \_\_\_\_\_

**CONTACT PERSON NAME:** \_\_\_\_\_

**EMAIL:** \_\_\_\_\_ **MOBILE NO: (+91)** \_\_\_\_\_

**EXPECTED BILLING AMOUNT:** \_\_\_\_\_

**(In words)** \_\_\_\_\_

**DURATION:** \_\_\_\_\_

- Payment Terms:**
- Fees to be paid to INVESTIGATOR per patient per study is INR...../-.
  - The amount shall be paid upon completion of the assignment.
  - Payment shall be subject to taxes,as applicable.

**VAXAN HEALTHCARE PVT. LTD.**

**DR.** \_\_\_\_\_

**Sign & Seal:**

**Sign & Seal:**

**Name:**

**Name:**

**Date:**

**Date**

**VAXAN HEALTHCARE PVT. LTD.**

**ANNEXURE II  
(ONLY OFFICE USE)**

**Additional Terms,  
if any:**

**VAXAN HEALTHCARE PVT. LTD.**

**DR.**\_\_\_\_\_

**Sign & Seal:**

**Sign & Seal:**

**Name:**

**Name:**

**Date:**

**Date:**

**FOR MORE DETAILS/ FEEDBACK/ COMPLAINTS & ORDERS VISIT COMPANY REGIONAL  
BUSINESS OFFICE ADDRESS :**

**VAXAN HEALTHCARE PVT. LTD.**

**GLOBAL CAPABILITY CENTER (GCC)**

**HOUSE NO: E/48, E- SECTOR PARK, P. C. COLONY, KANKARBAGH**

**PATNA (BIHAR), PIN: 800020 INDIA**

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