



SGS

STRATEGIC COLLABORATION AGREEMENT

BETWEEN

Dow University of Health Sciences ("DUHS")

Through its **Institute of Biological Biochemical and Pharmaceutical Sciences ("IBBPS")**
situated at the DUHS Ojha Campus, Main SUPARCO Road, KDA Scheme # 33
Karachi, Pakistan

AND

SGS Pakistan (Private) Limited

H-3/3. Sector 5. Korangi Industrial Area, Karachi, Pakistan.

This Strategic Collaboration Agreement, hereinafter called the Agreement, is made on 21-July-2023 2023 between Dow University of Health Sciences ("DUHS"), represented by Dr. Ashar Aafq, Registrar DUHS and SGS Pakistan Pvt. Ltd. "SGS" represented by Mr. Faisal Nisar Business Manager, SGS, hereinafter jointly called "the Parties" for a period of Five years from the date of signature.

1. Preamble:

SGS Pakistan Pvt. Ltd is the world's leading inspection, verification, analysis, and certification services company. SGS is the world's benchmark for quality and integrity. With more than 89,000 employees, SGS operates through a network of more than 2,600 offices and laboratories worldwide. Their main services can be divided into four: Inspection, analysis, certification & verification.

DUHS is a multi-faculty university with schools of medicine, nursing, midwifery, dentistry, pharmacy, biotechnology, medical technology, and business management. These institutes facilitate DUHS in collaboration with industry partners and a network of several public and private hospitals in Pakistan. Their vision is to bring innovation in the biological, clinical, and pharmaceutical sectors by providing research that improves patient quality of life, provide outstanding patient-centered education, training, and clinical care based on cutting-edge research and innovation. DUHS possesses facilities for vaccine sera manufacturing, clinical trials, bioanalytical tests, and bioequivalence studies; and has general and specialized clinical and surgical entities, state-of art diagnostic facilities, operation theater complexes, and a gamma-knife facility.

2. Scope:

Therefore, both parties have agreed to enter into a strategic mutual collaborations and partnership in research & development programs, broadly covering the following scopes:

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- A. **Clinical Research:** IBBPS shall collaborate and partner with SGS Pakistan and their global health science team to provide CRO services on approved sites; the sites could be DUHS maintained sites or external sites (non DUHS maintained sites) where the parties shall execute clinical research projects jointly in partnership.
- B. **Biopharmaceutical & Pharmaceutical Testing:** This part will cover the scope of testing to be performed in collaboration, based on expertise / availability of technical resources including human resources, reference standards, and equipment etc.
- C. **Clinical Manufacturing:** IBBPS shall coordinate and collaborate with SGS to offer and provide clinical manufacturing facilities of DUHS to SGS for their local and international projects and vice versa.
- D. **Medical Devices Testing:** SGS may engage IBBPS to conduct medical devices testing in Pakistan as mutually agreed.
- E. **Market Study:** IBBPS shall conduct a market study for SGS to provide an overview of the life sciences market in Pakistan. The details and scope of such a study shall be agreed upon in a separate task order.

Pursuant to this agreement, separate task orders / study agreements shall be made for all specific projects under the scopes mentioned above; the specific task orders / study agreements shall govern the scope and details of that specific project to be interpreted in view of this agreement.

The parties may collaborate on any other area / scope of mutual interest including but not limited to providing consultancy services, business development activities, etc. to each other on areas of mutual interest.

3. Coordination Team

SGS Pakistan and IBBPS shall form a joint coordination team to share information, oversight, and expertise to make this collaboration and partnership successful; the joint coordination team shall coordinate with the SGS Global Health Science team to share information and expand / execute SGS business in Pakistan with mutual discussion and agreement in the best business interest of the parties concerned.

The Coordination Team shall include:

SGS Pakistan	DUHS
Sajjad Khan (Laboratory Manager) Contact No. +92 322 2850032 Email: sajjad.khan@sgs.com	Dr. Sadia Asim (Director, IBBPS) Contact No. +92 335 2411865 Email: sadia.noor@duhs.edu.pk
Fariha Yousufi (Technical Advisor) Contact No. +92 322 28500155 Email: fariha.yousufi@sgs.com	Noman Quadri (Legal Consultant, DUHS) Contact No. +92 300 2506505 Email: quadri@alumni.upenn.edu

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Wajiha Ali (Deputy Manager) Contact No. 0322-2850025 Email: wajiha.ali@sgs.com	Dr. Syed M. Zeeshan (Manager Regulatory Affairs, IBBPS) Contact No. +92 347 2216545 Email: sm.zeeshan@duhs.edu.pk
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Persons nominated in the Coordination Team maybe updated / changed with a notice to both parties; both parties may add and utilize their additional human resources to assist them for the purpose of coordination and smooth execution of projects.

4. Roles and Responsibilities

Under this Agreement, the roles, and responsibilities of SGS and Dow University of health science are as follows:

4.1 Role and Responsibilities of SGS & IBBPS-DUHS

Both parties will:

- Assign a pool of technical / scientific resources including experts / researchers / associates and other relevant contact persons in order to streamline the process & communication and execution of projects undertaken under this collaboration / partnership.
- Communicate real-time industry issues for R&D purposes.
- Engage in research and development of projects of mutual interests.
- Organize lectures, conferences, and workshops regarding current industry challenge to create awareness.
- Facilitate the exchange of information and technology including, but not limited to (taking into consideration pre-existing rights, contracts, and confidentiality agreements) academic materials and research publications
- Exchange of expertise and know-how of best practices/strategies to enhance operational efficiency
- Search for opportunities to collaborate in future for more areas of mutual interest
- Commercial terms if any shall be mutually agreed on case-to-case basis
- Share the technical & technological services for the execution of mutual interest projects.
- Will support the SGS for team building & Regulatory submission.
- Arrange for training of staff, researchers, associates etc.

5. Indemnity

In case of any conflict, focal person of both parties will mutually resolve the issue. Any concerns/issues related to subjects under study will be responsibility of the registered CRO i.e., IBBPS to be taken care as per the respective study agreement.

6. Intellectual Property Rights.

6.1 Nothing in this agreement gives parties any right over intellectual property rights, trademarks, copyright materials or proprietary know-how of the other Party unless expressly given.

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6.2 For any intellectual property developed during the course of this Agreement as a direct result of the activities specified in the Agreement generally accepted principles of determining inventorship and ownership of intellectual property rights will be followed.

7. Resolution of conflict:

The parties to this Agreement will make every effort to resolve any conflict by mutual agreement. In case of persistent differences of opinion, the conflict will be referred for arbitration of a person appointed with mutual agreement between the parties.

8. Future Collaboration

In the future, the parties of this Agreement may continue the active collaboration for general development, improvement and mainstream sustainable agriculture development for poverty alleviation of resource-poor farming communities.

No clause of this Agreement shall restrict any party from signing any further Memorandum of Understanding or other agreements, which is not relevant to this activity with any other party at any time.

9. Revision of the Agreement:

This Agreement or part thereof may be revised at any time by mutual agreement of the parties.

For and on behalf of SGS



Mr Mudassir Nazir,
Manager,
Health & Nutrition
Karachi, Pakistan.

Witness-1
The LIO (1)



Mr Sajjad Khan,
Laboratory Manager,
Health & Nutrition/ Natural Resources
Karachi, Pakistan.

And On Behalf of Dow University of Health Sciences



Dr. Ashar Afaq
Registrar
Dow University of Health Sciences
Karachi

Witness-2
The LIO (2)



Dr. Izhar Hussain
Executive Director, IBBPS
Dow University of Health Sciences,
Karachi.