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NOVARTIS HEALTHCARE PRIVATE LIMITED (FIRST PART)

11 0 MAR 2025

AND

Swami Rama Himalayan University (SRHU) (SECOND PART) (For Himalayan Institute of Medical Sciences)

AND

Dr. Kunal Gurunani (THIRD PART)

Dr. Kunal Gururani Regn.No. UKMC-967

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मुद्राकाचा प्रकार
दस्त नोंदणी करणार आहेत का.
मिळकतोचे थोडवयात वर्णन
मुद्रांक विकत वेणा-याचे तांव, प्रवास सक्षांक दिकाण हिंदिकाल हिंदिकाल

सुद्रांक खरेदी केल्यापासुन ६ महीण्यात वाप्यणे विभावन क

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## FIRST AMENDMENT TO CLINICAL TRIAL AGREEMENT

This first Amendment is made at Mumbai and entered into on 25 day of May, 20 by and between;

NOVARTIS HEALTHCARE PRIVATE LIMITED, a company incorporated under the Indian Companies Act, 1956 and having its registered office at Inspire BKC, 7<sup>th</sup> Floor, Bandra Kurla Complex, Bandra (East), Mumbai – 400 051, Maharashtra, India (hereinafter referred to as "Novartis", which expression shall, unless repugnant to the context or meaning thereof be deemed to mean and include its successors and assigns) of the First Part;

AND

Swami Rama Himalayan University (SRHU), a University established under section 2(f) of the UGC Act and enacted vide Uttarakhand State Act (For its constituent academic unit Himalayan Institute of Medical Sciences) having its registered office at Swami Ram Nagar, Jolly Grant, Doiwala, Dehradun, Uttarakhand 248016, represented by Registrar Commander Challa Venkateswar hereinafter referred to as ("Institution") which expression shall mean and include its successors and assigns of the SECOND PART;

AND

**Dr. Kunal Gurunani** as clinical practitioner in the field of **Cardiology** acting in the role of principal investigator, hereinafter referred to as ("**Principal Investigator**") which expression shall mean and include his/her heirs, executors, administrators and assigns of the THIRD PART;

(Novartis, Principal Investigator, and Institution may hereinafter be individually referred to as 'Party' and are collectively referred as 'Parties').

## **WHEREAS**

A. By a Clinical Trial Agreement dated 07 July 2023 entered into between the Parties hereto ("Agreement"), the Principal Investigator and the Institution have agreed to provide certain Clinical Trial related services to Novartis on the terms and conditions contained in the Agreement.

B. Now by this first Amendment, the Parties are desirous of modifying and restating the subclause on 'Use of Trial Drug', and 'PUBLICATION' and 'TRANSPARENCY/DISCLOSURE, Modifying Annex-1 (Payment of telephonic visit) 'clause to amend the Agreement on the terms and conditions herein after appearing.

NOW THIS AMENDMENT WITNESSETH AND IT IS HERE BY AGREED BY AND BETWEEN THE PARTIES AS FOLLOWS:

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- 1. Clause 5.2 (Use of Trial Drug) of the Agreement is modified, and the revised clause 5.2 is as set forth below:
  - 5.2 Novartis shall provide the Trial Drugs (as defined hereunder) in sufficient quantity to conduct the Trial, unless specified in Protocol that one or more drugs is supplied locally. If the Drugs are supplied locally, Novartis Shall reimburse the Institution. Trial Drugs shall be defined as any investigational drug referred in the Protocol, which can include active ingredient, comparator, or placebo. For purposes of this Agreement only, the Trial Drugs shall be free of charge to the Institution. In all events, the Trial Drug shall remain the sole property of Novartis.
- 2. Clause 13.1, 13.3, 13.5 and 13.9 are added to the Agreement and the additional clauses are set forth as below:
  - 13.1 The term 'publications' is used interchangeably to refer to peer-reviewed scientific manuscripts (e.g. primary and secondary manuscripts, submitted to scientific or medical journals), scientific congress abstracts, and corresponding posters and oral presentations.
  - 13.3 Novartis follows the ICMJE authorship guidelines (www.icmje.org). All authors must therefore fulfill all four ICMJE authorship criteria during publication development to be included as authors on the publication, as follows:
    - (a) Substantial contributions to conception or design of the work; or the acquisition, analysis, or interpretation of data for the work; AND
    - (b) Drafting the work or revising it critically for important intellectual content; AND
    - (c) Final approval of the version to be published; AND
    - (d) Agreement to be accountable for all aspects of the work in ensuring that questions related to the accuracy or integrity of any part of the work are appropriately investigated and resolved.
  - 13.5 Authors will not receive remuneration for their writing of a publication, either directly from Novartis or through a professional medical writing agency.
  - 13.9 Novartis and its agents may list participating investigators and their institutional affiliations in the acknowledgement section of the manuscript or abstract submitted for publication according to the journal or congress guidelines.
- 3. Clause 13.4 of the Agreement is modified, and revised clause is set forth as below:
  - 13.4 The list of persons to be designated as primary or secondary author of any publication relating to the Trial shall be determined by mutual agreement prior to drafting the publication.
- 4. Clause 13.7 of the Agreement is modified and the revised clause 13.7 is as set forth below:
  - 13.7 If the Trial is a multi-centre trial, the first publication of data shall be based on consolidated data from all centres analysed according to the Protocol, unless otherwise

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agreed in writing by all the Principal Investigators involved in the Trial and by Novartis. Publication of partial data sets shall not be made until the full data is released.

5. Clause 24.3 is modified and revised clause is as set forth below: Added 24.3) all

24.3 It shall be assessed locally if the Provision 24.3 below is required and that it does not contradict with Local Regulations on Data Privacy. The provisions shall be adapted as needed to ensure consistency with Local Regulations on Data Privacy

- 6. This amendment shall be effective from 25 March 2025 and shall be coterminous with the agreement read with the prior addendums/amendments for all intents and purposes.
- 7. Save and except to the extent aforesaid, all other terms and conditions of the Agreement shall continue to remain unaltered, valid and binding upon the Parties. This Amendment shall hereafter be incorporated into and deemed part of the Agreement and any future reference to the Agreement shall include the terms and conditions of this Amendment.

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Dr. Kunal Gururani Regn.No. UKNIC-967

**IN WITNESS WHEREOF**, the Parties to this Amendment have caused their duly authorized representatives to enter into and execute this Amendment.

<b>Novartis</b>	Healthcare	Private	Limited

By: More poor

Name: SSO Country Hand

Title:

Date: 25 Mar 2025

Swami Rama Himalayan University (For Himalayan Institute of Medical Sciences)

Ву: \_\_\_\_\_

Name: Commander Challa Venkateswar (Retd

Title: Registrar

Date: 07/06/201

Principal Investigator

Name: Dr. Kunal Gurunani

Title: MBBS, MD Internal Medicine, DMcardiology

Date: 20-05-2025

## Annex1: Payment (and Equipment) Schedule

(Addendum) aun

STUDY NUMBER: CKJX839D12302

STUDY NAME: A randomized, double-blind, placebo-controlled multicenter study to evaluate the effect of inclisiran on preventing major adverse cardiovascular events in high-risk primary prevention patients (VICTORION-1 PREVENT)

Investigator's Name: Dr. Kunal Gurunani

Institute Name: Himalayan Institute of Medical Sciences

Payee Name: Institution-Scientific & Industrial Research

Pan Card Number: AAAJH0463L

GSTIN: 05AAAJH0463L1ZC

Committed Number of Study Subjects: 10

List of Equipments provided to Institution / Principal Investigator:

MM 07/06/2025

	- Thermo-hygrometer- to be retrieved back post DBL					Julia
	STUDY BU	<u>JDGET</u>	Added	to the Table	under og ment	Schedule)
VISIT NAME		Investigator fees (in INR)	Study Coordinator Fees (in INR)	Institutional Overhead (20%) (in INR)	Total cost per visit (in INR)	
	Telephonic visit	TMED	2636	1531	833	5000

\*\*After the subject treatment discontinuation, every telephonic visit will be paid as per above table and all the visit cost will be replaced by the telephonic cost as per the above table.

Dr. Kunal Gururani Regn.No. UKMC-967