

## **MEMORENDUM OF UNDERSTANDING**

**Between**

**Transparency International Pakistan**

**And**

**The Novo Nordisk Pharma (Private) Limited, Pakistan**

This Memorandum of Understanding is made on 27<sup>th</sup> day of November 2023 ("MoU"), by and between:

**NOVO NORDISK PHARMA (PRIVATE) LIMITED**, a private limited company incorporated and existing under the laws of Islamic Republic of Pakistan and having its office at 113 Shahrah-e-Iran, Clifton, Karachi ("**Novo Nordisk**"), on the one hand.

**AND**

**TRANSPERANCY INTERNATIONAL NATIONAL CHAPTER TRANSPERANCY INTERNATIONAL PAKISTAN**, is a non-governmental organisation, having its office at Plot 72F/2, 1st Floor, 9<sup>th</sup> Street, Jami Commercial, Phase VII, D.H.A., Karachi

### **WHEREAS:**

- (I) Novo Nordisk is the world's leading company in diabetes care. Novo Nordisk also provides growth hormone therapy and hormone replacement therapy and has development projects targeting obesity and a wide spectrum of bleeding disorders.
- (II) Transparency International Pakistan is a non-governmental organisation, an accredited chapter of Transparency International, dedicated to curbing the international and national corruption.
- (III) The Parties have agreed to enter a mutual strategic cooperation with the overall objective to enhance the ethical mindset among our internal team and external stakeholders, fostering a culture of integrity and responsible business conduct.

## 1. SCOPE AND SUBJECT MATTER

1.1 In order to deliver on the objectives of the cooperation under this MOU, the Parties have agreed to collaborate in focus areas as detailed below (collectively referred to as "Areas"):

- (a) **Ethical Education and Training:** Parties will jointly conduct regular workshops, seminars, and webinars to educate employees and stakeholders on ethical dilemmas and best practices in ethical decision-making. Parties will jointly work for development and implementation of comprehensive training modules on ethical principles, compliance guidelines, and decision-making frameworks.*
- (b) **Promoting Ethical Discussions:** Parties will jointly work to establish a culture for open discussions and forums where stakeholders can share ethical concerns, ask questions, and parties will jointly work to encourage the formation of ethics-focused discussion groups and forums for stakeholders.*
- (c) **Ethical Policies and Business Integrity Guidelines:** Parties will jointly work to review and update existing ethical policies, ensuring that they are clear and aligned with industry standards and legal regulations and best practices across the globe.*

The Parties agree that activities to be carried out in the Areas in furtherance of this MOU shall be mutually agreed upon by each Party in writing, and each activity shall be implemented pursuant to this MOU. The scope and objective of this MoU may be extended in accordance with the mutual consent of the Parties.

The Parties agree to fully cooperate and act in consultation with each other during the implementation and performance of any activity.

## 2. TERM AND TERMINATION

- 2.1** This MoU shall remain in effect from the signing date for the term of 1 year and will be terminated automatically and without notice upon expiry date. The Parties may extend the MOU for another term before its expiration with mutual consent.
- 2.2** If either Party hereto act in violation of any provision hereunder and fail to remedy such violation within Thirty (30) days following delivery to it of the written notice requesting corrective action, the other Party may promptly terminate this MoU by serving a written notice and termination cause, and such non-breaching Party shall reserve any and all rights to claim damages and claims arising from such violation.

### **3. INDEMNITY**

The Party shall indemnify, and will keep Novo Nordisk and its affiliates indemnified, at all times from and against any and all loss, damage or liability (whether criminal or civil) suffered, legal fees and all other costs and expenses incurred by Novo Nordisk (whether directly or indirectly) as a result of a breach by the Party of any of the terms or conditions of this Agreement or the neglect or default of, or any act, or arising out of any medical neglect or malpractice whatsoever and matter or thing permitted or omitted by, the Party or its employees/personnel arising from or in connection with the provision of this Agreement. The Party also agrees to indemnify and hold Novo Nordisk and its affiliates harmless from and against any and all liabilities, damages, penalties, judgments, suits, expenses and other costs of any kind or nature whatsoever imposed on, incurred by or asserted against Novo Nordisk by a third party in the course of carrying out its obligations pursuant to this Agreement and resulting from breach of any of the terms of this Agreement, default or negligence of the Party or its employees/personnel. This indemnity shall survive the termination of this Agreement.

### **4. CONFIDENTIALITY**

Throughout the term of this MoU, TRANSPERANCY INTERNATIONAL NATIONAL CHAPTER TRANSPERANCY INTERNATIONAL PAKISTAN shall keep confidential any and all confidential information belonging to Novo Nordisk.

### **5. WARRANTY**

Each person signing below, and each Party on whose behalf such person executes this MoU warrants that he or it, as the case may be, has the authority to enter into this MoU, and that performance of this MoU does not in any way conflict with any other MoU or obligation, including, but not limited to, any policy or guideline binding on such person or Party.

### **6. NOTICES**

The Parties represent and acknowledge that their respective addresses written herein are their official addresses for service, and unless any changes thereto are notified to the relevant party in writing, notices served to the said addresses shall bear all the legal consequences as validly delivered notice does under law.

### **7. EFFECTIVE DATE**

This MOU has been signed by both Parties in 2 (two) original copies.

Notwithstanding the date first mentioned above, this MOU shall come into force on the date of the last signature.

**On behalf of Novo Nordisk Pakistan**



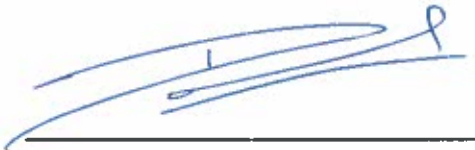
Name: **Rashed Rafique**  
Designation: VP & General Manager  
Date: 27<sup>th</sup> November 2023

**On behalf of Transparency International Pakistan**



Name: **Justice (R) Zia Perwez**  
Designation: Chairman  
Date: 27<sup>th</sup> November 2023

**Witnesses**



Name: **Danial Ahmad**  
Designation: Director Legal Compliance & Quality  
Date: 27<sup>th</sup> November 2023



Name: **Kashif Ali**  
Designation: Executive Director  
Date: 27<sup>th</sup> November 2023