



International Society for Pharmaceutical Engineering (ISPE) and the Brazilian Academy of Pharmaceutical Sciences Training Agreement

This Training Agreement (henceforth the "**Agreement**") is made this 14th day of November, 2022, by and between the International Society for Pharmaceutical Engineering, Inc., a Florida non-profit association with its principal place of business located at 600 North Westshore Boulevard, Suite 900, Tampa, Florida 33609 (henceforth "**ISPE**") and the Brazilian Academy of Pharmaceutical Sciences located at Rua da Lapa, nº 120 s.606, Centro - CEP 20021-180, Rio de Janeiro – RJ (henceforth "**BAPS**") , each a "**Party**" and, collectively, the "**Parties**".

WHEREAS, ISPE is a non-profit organization and global leader in connecting pharmaceutical knowledge to deliver manufacturing and supply chain innovation, operational excellence and regulatory insights to enhance industry efforts to develop, manufacture and reliably deliver quality medicines to patients; and

WHEREAS, The Brazilian Academy of Pharmaceutical Sciences has joined the Brazilian Academy of Sciences, The National Academy of Medicine, and SBPC - Brazilian Society for the Progress of Science, aiming to reinforce the legacy that vaccines make the world better because they bring together the knowledge of the Sciences for the benefit of humanity.

WHEREAS, the Parties have expressed an interest in collaborating on training offerings to achieve the mutual goal of offering best in class training opportunities to pharmaceutical industry professionals from around the globe.

NOW, THEREFORE, in consideration of the mutual promises, and the receipt and of good and valuable consideration, the sufficiency of which is hereby acknowledged, the Parties agree as follows:

Object

ISPE and Brazilian Academy of Pharmaceutical Sciences will collaborate on offering three (3) On Demand training courses: Biopharmaceutical: Introduction to Large Molecule Therapeutics, Biopharmaceutical: CMC Aspects and Biopharmaceutical: C> and ATMP in Portuguese.

The roles and responsibilities of the respective Parties are the following:

1. The training will be housed on the ISPE Learning Management System, TopClass.
2. The event will be promoted electronically by both ISPE & Brazilian Academy of Pharmaceutical Sciences to their individual contact databases for one (1) year from the date of execution.
3. ISPE will partner with ISPE Brazilian affiliates to identify and approach target companies for whom the proposed Training would be particularly attractive.
 - This will be a marketing effort to potential individual attendees and companies who may wish to have their employees enrolled in the training.
 - This will be our primary approach for securing registrations.
4. ISPE will provide a training certificate with each course, as a means of differentiation and strengthening marketing messaging.

5. The pricing model is NO CHARGE to participant(s) from the Brazilian market.

ISPE responsibilities:

1. Provide the access link and promo code for the training materials for one (1) year from the date of execution.

Brazilian Academy of Pharmaceutical Sciences responsibilities:

1. Provide ISPE with the Brazilian Academy of Pharmaceutical Sciences logo for use and promotion of the program.
2. Distribute the link to the training materials as well as the promo code to its relevant contacts.

Financial Part

The Parties agree that neither Party will be financially responsible to the other for any costs associated with this agreement. No revenue will be collected nor shared as part of this program.

Ownership of Materials

ISPE shall retain all rights to any course content previously owned by ISPE as well as any content provided by ISPE for this event. The use, copying, modifying, or reproducing of ISPE content to create derivative works is strictly prohibited.

Brazilian Academy of Pharmaceutical Sciences shall retain all rights associated with their name and logo.

ISPE shall not use the Brazilian Academy of Pharmaceutical Sciences logo except for the express purpose noted in this agreement without prior written permission.

Indemnification

Each Parties shall indemnify, defend and hold harmless each other regarding their responsibilities as mentioned in the section Joint Organization and Conduction of Training Events and their current and former directors, governing board members, trustees, officers, faculty, medical and professional staff, employees, students, and agents and their respective successors, heirs and assigns from and against any claim, liability, cost, expense, damage, deficiency, loss or obligation of any kind or nature (including reasonable attorneys' fees and other costs and expenses of litigation), based upon, arising out of, or otherwise relating to this Agreement, including any cause of action relating to product liability concerning any content or delivery of the training performed pursuant to any right or license granted under this Agreement.

Neither Brazilian Academy of Pharmaceutical Sciences nor ISPE shall settle any Claim without the prior written consent of the other, which consent shall not be unreasonably withheld.

Each party shall, at its own expense, provide attorneys reasonably acceptable to the other to defend against any actions brought or filed against any Indemnitee hereunder with respect to the subject of indemnity contained herein, whether or not such actions are rightfully brought.

Confidential Information

For purposes hereof "Confidential Information" shall mean any and all materials and information which either Party makes available to the other Party or which has or may come into possession of either Party in connection with the discussions, deliberations and other communications by and among the Parties

relating to any and all training materials and guidance documents, regardless of form or format, including, without limitation, the following: information relating to either Parties training course content, guidance document content, research, studies, testing, projections, processes, procedures, studies, FDA and other governmental testing and/or protocols, pricing, marketing material, data, data listing, and other information; sample deliverables; references; plans and discussions relating to either Party's training or publications, business processes, initiatives and the development of products relating to same; and all copies, summaries, outlines or other representations of any of the foregoing; and all notes, analyses, compilations, studies, interpretations or other documents prepared by either Party which contain, reflect or are based upon, in whole or in part, the information furnished to the other Party.

The Confidential Information will be used by the Parties solely for the purpose of this Agreement. Any other use of the Confidential Information shall require a separate formal agreement between the Parties prior to use.

The Parties hereby acknowledge that the Confidential Information obtained is valuable and proprietary trade secret information of the other Party, the disclosure of which would be harmful to the other Party as well as the objectives of this agreement. The Parties agree to hold such Confidential Information in the strictest confidence and not to disclose same or release it to any other person or entity. It is further agreed that the Parties shall take reasonable measures to ensure the security of the Confidential Information is adequate in preventing unauthorized, deliberate or inadvertent disclosure. The Parties hereby accept individual responsibility for any breach of this Agreement, and at the breaching Party's sole expense agrees to take all reasonable measures (including, but not limited to, court proceedings) to restrain the breach from further prohibited or unauthorized disclosure or use of the Confidential Information.

Neither Party shall reverse engineer, disassemble, decompile or copy the Confidential Information except as permitted hereunder. Neither Party shall, directly or indirectly (including in the conduct of its business), use, or permit to be used, the Confidential Information obtained from the other Party to its detriment, whether or not the Party benefits from such detrimental use.

The term "person" as used in this Agreement shall be broadly interpreted to include, without limitation, the media, any governmental agency, department or other body or instrumentality and any corporation, partnership, limited liability company, association, group, individual or other entity.

Governing Law

This contract shall be governed by and construed in accordance with the laws of the United States in the state of Florida, without reference to its principles of conflicts of laws.

Non-Exclusivity

This proposal will not hinder collaborations which already exist or will be established in the future by either party with a third party unless said collaboration uses the other party's intellectual property covered by the Agreement. Such third-party collaboration will require the written approval of the other Party prior to any collaboration discussions or actions taking place.

Assignment

Neither this Agreement nor any of the rights, interests or obligations hereunder shall be assigned by either Party (whether by operation of law or otherwise) without the prior written consent of the other Party.

Term & Termination

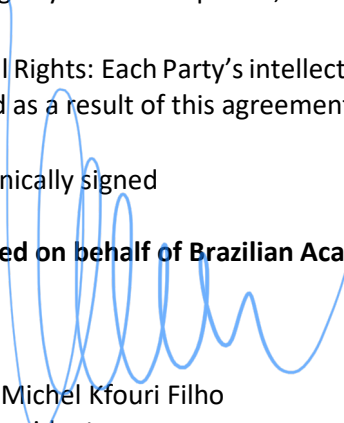
Term: This Agreement shall be effective from the date fully executed with authorized signatures for all Parties and shall terminate one (1) year from the date of execution. If the Parties desire to extend the Agreement, then the Parties shall execute a written addendum identifying the new date on which the Agreement shall expire.

Termination: Either Party may terminate this agreement, at any time for any reason, upon thirty (30) days written notice via certified mail to the other Party. In the event of substantial breach of this Agreement, including but not limited to other's fraud, wilful misconduct, or other, the breaching Party shall be notified of the breach via certified mail notice within five (5) working days of the breach and shall have an additional ten (10) working days to correct the breach. If the breach is not corrected within the ten (10) working day correction period, the other Party may immediately terminate the Agreement.

Survival Rights: Each Party's intellectual property rights that accrued before the Agreement, and that were created as a result of this agreement shall survive any end of Term or Termination.

Electronically signed

Accepted on behalf of Brazilian Academy of Pharmaceutical Sciences



Name: Michel Kfourri Filho
Title: President

Accepted on behalf of the International Society for Pharmaceutical Engineering:

Mark E Hernick

Name: Mark Hernick
Title: Chief Financial and Operating Officer (CFOO)