

MEMORANDUM OF UNDERSTANDING FOR COLLABORATIVE STUDY

This Memorandum of Understanding for Collaborative Study (hereinafter referred to as the "MOU") is made effective as of the date of the signature below this Effective Date, by and between Homi Bhabha Cancer Hospital - Tata Memorial Centre, Sangrur, Punjab, India (hereinafter referred to as the "HBCH-TMC, Sangrur") and Indian Institute of Technology, Mandi, Himachal Pradesh (hereinafter referred to as the "IIT MANDI").

AND

The IIT MANDI hereby is pleased to accept the request of HBCH-TMC, Sangrur, Punjab for collaborative study in the field of cancer research, which expression shall be subject to the terms and conditions of the MOU.

HBCH-TMC, Sangrur and the Collaborating Centre shall hereinafter be referred to jointly as the "Parties" and individually as the "Party".

MEMORANDUM OF UNDERSTANDING FOR COLLABORATIVE STUDY

BETWEEN

**HOMI BHABHA CANCER HOSPITAL – TATA MEMORIAL CENTRE, SANGRUR
(PUNJAB)
(HBCH-TMC, Sangrur)**

AND

**INDIAN INSTITUTE OF TECHNOLOGY, MANDI, H.P.
(Hereafter known as 'IIT MANDI')**

ARTICLE
OBJECTIVES

The principal research objectives shall be to study the role of HBCH-TMC Hospital and other collaborating centres in the HBCH-TMC Study, and to conduct a large scale laboratory study on a study of gender differential in cancer in Punjab. (The Collaborating Centre shall have the right to publish the results of the study.)

The principal objective of the study shall be to study the role of HBCH-TMC Hospital and other collaborating centres in the HBCH-TMC Study, and to conduct a large scale laboratory study on a study of gender differential in cancer in Punjab. (The Collaborating Centre shall have the right to publish the results of the study.)

The responsibilities of the Parties shall be as follows:

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SANGRUR
(Unit of TMC, Mumbai)



MEMORANDUM OF UNDERSTANDING FOR COLLABORATIVE STUDY

This **Memorandum of Understanding for Collaborative Study** (hereinafter referred to as the “**MoU**”) is made effective as of the last date of the signatures below (the “**Effective Date**”) by and between:

Homi Bhabha Cancer Hospital-Tata Memorial Centre, Sangrur having its address at Campus Civil Hospital, Homi Bhabha Cancer Hospital- Tata Memorial Centre, Sangrur, Punjab (hereinafter referred to as the “**HBCH-TMC, Sangrur**” which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include its successors and permitted assigns);

AND

The IIT MANDI having its registered office at Kamand, MANDI, Himachal Pradesh- 175075 (hereinafter referred to as the “**Collaborating Centre**”),” which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include its successors and permitted assigns).

HBCH-TMC, Sangrur and the Collaborating Centre shall hereinafter be referred to singularly as the “**Party**” and collectively as the “**Parties**.”

WHEREAS

- A. HBCH-TMC, Sangrur is an institution primarily engaged in medical care, teaching and clinical research. HBCH-TMC, Sangrur has supported several projects in research and development by enrolling participants and providing clinical samples for research.
- B. The Collaborating Centre is a world-renowned hospital/ research institution.
- C. The Parties are desirous of entering into this MoU to agree upon the collaborative study contemplated under this MoU and to establish a basis of co-operation and collaboration between them as per the terms and conditions contained herein.

NOW THEREFORE, in consideration of the mutual covenants contained in this MoU, the Parties agree as follows:

ARTICLE I OBJECTIVES

1. The principal research cooperation shall be focused on the study, bearing HBCH institutional ethics committee named (the “**HBCH-TMC Study**”), and is a subset of a larger collaborative study on “A study of gender differential in cancer in Punjab” (the “**Collaborating Centre Study**”), details of which are attached as **Annexure I**.
2. The protocol for the Collaborating Centre Study (the “**Collaborating Centre Protocol**”) has been shared by the Collaborating Centre and is attached as **Annexure II**. The HBCH-TMC Study shall commence on mutual agreed and is estimated to be completed on a particular time.
3. The responsibilities of the Parties shall be as follow:

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- 3.1 HBCH-TMC's Responsibilities as per the rules of HBCH TMC Study.
- 3.2 Collaborating Centre's Responsibilities
- a. Exchange of research documents/findings.
 - b. Visits of Faculty, Staff, and Students to each other's campus (during visits, Faculty/Staff/Students would be provided appropriate accommodation in hostel/guest house) for data collection, workshop, conference, seminar or any other educational activities.
 - c. Submission of joint projects seeking external support for collaborating in research & consultancy.
 - d. Make available laboratory, library and such other resources for bilateral applications without any financial burden on either party.
 - e. Agreement will be made for specific projects and activities separately.
 - f. Joint research guidance at PG and PhD level.
 - g. Joint international conference, workshop and seminar of medical and public health.
 - h. Any other activity may be included with mutual consent. Each organization with nominate one coordinator to oversee the functioning facilities under the MoU.

[Please provide the details of the collaborative study in the foregoing placeholders, including providing details of the Collaborating Centre Study and the Collaborating Centre Protocol in Annexures I and II. Additionally, please add the responsibilities of HBCH-TMC and the Collaborating Centre under the foregoing Article I (3).]

ARTICLE II AREAS OF CO-OPERATION

[DR. JIGESHU V. DIVATIA] Director of HBCH, at [Sangrur & Mullanpur, Punjab] and Dean (SRIC & IR) of the Collaborating Centre, [at Kamand, MANDI, Himachal Pradesh- 175075] shall coordinate on behalf of the Parties. HBCH shall contribute as part of the HBCH Study, which shall be further evaluated by the Collaborating Centre.

[Please provide the departments and address for the principal investigators for HBCH-TMC and the Collaborating Centre. Please add the role of the Collaborating Centre under the HBCH-TMC Study in the foregoing Article II, including the role of ensuring data security and privacy for the anonymised data provided by HBCH-TMC to the Collaborating Centre. Additionally, please add the research methodology to be used by the Collaborating Centre.]

ARTICLE III ETHICAL STANDARDS AND REGULATORY COMPLIANCE

The Parties agree that all research studies under this MoU shall be submitted to their respective institutional ethics committees for prior approval. Additionally, HBCH shall obtain all necessary approvals under applicable laws, including approvals from the Health Ministry Screening Committee, the Department of Atomic Energy and/or Drug Controller General of India, as applicable.

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ARTICLE IV CONFIDENTIAL INFORMATION

1. At all times during the term of this MoU and thereafter, each Party receiving (the “**Receiving Party**”) Confidential Information (as defined herein) shall, and shall cause its officers, members, directors and other employees and agents to, keep confidential and not publish or otherwise disclose and not use, directly or indirectly, for any purpose, any Confidential Information provided to it by the other Party (the “**Disclosing Party**”), except to the extent such disclosure or use is expressly permitted by the terms of this MoU.
2. For the purpose of this MoU, the term “**Confidential Information**” shall mean any and all data and information including, intellectual property, anonymized patient data, technical, business, marketing, policy, know how, planning, project management and other information which is designated to be confidential or by its nature intended to be for the knowledge of the Receiving Party or client/customer data disclosed by a Disclosing Party to a Receiving Party in tangible form whether or not marked as confidential or, or any oral or visual representation thereof, whether or not identified as confidential at the time of disclosure of the Disclosing Party, irrespective of where such data and information was developed or generated. In particular, Confidential Information shall include, without limitation: (a) data and information relating to clinical data of patients participating in the HBCH-TMC Study; and (b) any intellectual property belonging to any Party relating to the HBCH-TMC Study.
3. The obligations of confidentiality shall not extend to any Confidential Information that: (a) is or comes into the public domain without breach of this MoU; (b) is received by Receiving Party from a third party without any obligation of confidentiality and without breach of this MoU; or (c) the Receiving Party can prove was already in its possession without any limitation on use or disclosure prior to the Effective Date.
4. The Receiving Party agrees to maintain the Confidential Information in a secure facility using the same or greater degree of care it uses with its own most highly sensitive information (but in no event less than a reasonable degree of care) to protect the information from unauthorized use, access and disclosure.
5. Upon the termination or expiration of this MoU or upon a Disclosing Party’s earlier request, the Receiving Party shall promptly return to the Disclosing Party all of its respective Confidential Information, provided, that, the Receiving Party shall have the right to retain, subject to the other provisions of this MoU, a copy of any Disclosing Party’s study documentation to the extent required by applicable laws.

ARTICLE V PUBLICATION RIGHTS

The first author and the corresponding author of any publication, nationally or internationally, arising out of this Study shall jointly be HBCH-TMC and the Collaborating Centre, including, without limitation, HBCH-TMC’s principal investigator and Collaborating Centre’s principal investigator.

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(Unit of TMC, Mumbai)



**ARTICLE VI
NO AGENCY**

Nothing contained herein is to be construed to constitute a joint venture partnership or formal business organization of any kind between the Parties or so to constitute either Party as the agent of the other.

**ARTICLE VII
ENTRY INTO EFFECT AND DURATION**

1. This MoU shall come into effect on the date of signing and shall remain in effect until the completion of the HBCH-TMC Study.
2. This MoU may be extended for a further period as may be agreed in writing by the Parties.
3. Either Party may terminate this MoU by giving thirty (30) days' written notice to the other Party only if there exists reasonable cause for such termination; provided, however, the Party terminating this MOU should first give a notice to the other Party to cure the breach within thirty (30) days of notification.

**ARTICLE VIII
INDEMNITY**

1. Neither Party shall be liable to the other Party and its employees, contractors, or agents for any loss, claim, or demand raised against the other Party under this MoU, except to the extent caused by the gross negligence or wilful misconduct of the Party committing actions of gross negligence or wilful misconduct.
2. The obligation to indemnify any Party by the other Party shall survive the termination of this MoU.

**ARTICLE IX
PUBLICITY**

Neither Party shall issue a press release or make any other public statement that refers to this MoU or use the other Party's or its affiliates' name or trademark for publicity or advertising purposes without prior written consent of the other Party.

**ARTICLE X
INTELLECTUAL PROPERTY RIGHTS**

The Parties acknowledge and agree that any and all rights in and to ideas, inventions, discoveries, know-how, data, databases, documentation, reports, materials, writings, designs, computer software, processes, principles, methods, techniques and other information, including patents, trademarks, service marks, trade names, registered designs, design rights, copyrights and any rights or property similar to any of the foregoing in any part of the world, whether registered or not, together with the right to apply for the registration of any such rights ("**Intellectual Property**") provided by a Party under the HBCH-TMC Study or the Collaborating Centre Study shall remain the exclusive property of the Party providing

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the Intellectual Property, and that the other Party shall not have any right, title or interest in or to such Party's Intellectual Property other than such as expressly granted under this MoU or agreed between the Parties in writing. Further, the rights to any development, modification or joint collaborative work on either Party's Intellectual Property by either Party under this MoU shall be jointly owned by, and shall jointly vest with, HBCH-TMC and the Collaborating Centre.

ARTICLE XI NOTICES

1. Any communication under this MoU shall be in writing in English language and shall be either: (a) delivered personally; (b) sent by registered post to the address; (c) sent to the electronic mail (e-mail) address; or (d) sent to the facsimile number of the Collaborating Centre and HBCH-TMC, as the case may be, to the address, electronic mail address or facsimile number listed below or to such other address, electronic mail address or facsimile number as either Party may have notified the sender.

For the Collaborating Centre:

Address: [at Kamand, MANDI, Himachal Pradesh- 175075]
Attention: [Dr. Venkata Krishnan]
Designation: Dean (SRIC & IR)
E-mail: [sricoffice@iitmandi.ac.in]
Facsimile: [01905-267075]

For HBCH-TMC:

Address: Homi Bhabha Cancer Hospital, Campus Civil Hospital, Sangrur-148001, Punjab
Attention: [DR. JIGEESHU V. DIVATIA]
Designation: [DIRECTOR (HOMI BHABHA CANCER HOSPITAL & RESEARCH CENTRE, PUNJAB)]
E-mail: [hbch.academics@gmail.com, info@hbchs.tmc.gov.in]
Facsimile: [01672-223910 EXTN 3931 ASSISTANT TO DIRECTOR]

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2. Any notice shall be deemed to be served: (a) at the time of delivery if delivered by hand, registered post or courier; (b) at the time of transmission after facsimile transmission; or (c) at the time when sender has received automated confirmation of a successful transmission of an electronic mail.

ARTICLE XII ENTIRE AGREEMENT AND AMENDMENTS

This MoU together with its annexures and the HBCH-TMC Protocol constitutes the entire agreement between the Parties and supersedes all prior representations, agreements, statements and understandings.

Checked by *[Signature]*
Asst Law Officer

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whether verbal or in writing. This MoU may be amended or supplemented in writing subject to the mutual consent of the Parties.

ARTICLE XIII GOVERNING LAW

This MoU shall be governed by and interpreted in accordance with the laws of India [and the Parties agree to submit to the exclusive jurisdiction of the courts of Sangrur, Punjab].

ARTICLE XIV DISPUTE RESOLUTION

The Parties agree to resolve all problems arising by negotiations and discussions and with a view to mutual benefit. Any dispute arising under or related to this MoU shall be resolved to the maximum possible extent through negotiations and settlement. Any such dispute which cannot be resolved by consultation and negotiation between the Parties within thirty (30) days of commencement of the discussions under Article XIV, shall be referred to a sole arbitrator under the [Arbitration and Conciliation Act, 1996 as amended from time-to-time and the rules there under. The seat and the venue of arbitration under Article XIV shall be Sangrur, Punjab]. The sole arbitrator's award shall be final and binding on each of the Parties. The language of the arbitration shall be English. The Parties shall share the cost of arbitration equally.

ARTICLE XV ASSIGNMENT

Unless otherwise agreed in writing, the Parties shall not transfer or assign all or any of their rights, obligations or benefit under this MoU to any third party.

ARTICLE XVI FORCE MAJEURE

If any Party is delayed or prevented from the performance of any act required under the MoU by reason of any act of god, act of nature, including any epidemic or outbreak of pandemic disease, fire, act of government or state, war, civil commotion, insurrection, embargo, prevention from or hindrance obtaining raw material, energy or other supplies, labour disputes of whatever nature or whatever reason beyond the control of the Party, performance of such act shall be excused for the period of such event provided that if such interference lasts for any period in excess of thirty (30) days, each Party may, by written notice to the others, modify this MoU as agreed between the Parties.

ARTICLE XVII SURVIVAL



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The respective rights and obligations of the Parties set forth in Articles IV, VIII, IX, X, XI, XIII, XIV, XVII, XVIII and XIX shall survive the expiration or termination of this MoU to the extent necessary to preserve such rights and obligations.

ARTICLE XVIII SEVERABILITY

If any provision of this MoU is found by a proper authority to be unenforceable or invalid, such unenforceability or invalidity shall not render this MoU unenforceable or invalid as a whole, and in such event, such provision shall be changed and interpreted so as to best accomplish the objectives of such unenforceable or invalid provision within the limits of applicable law or applicable court decisions.


ARTICLE XIX WAIVER

No failure, delay, relaxation or indulgence by any Party in exercising any right conferred on such Party by this MoU shall operate as a waiver of such right, nor shall any single or partial exercise of any such right nor any single failure to do so, preclude any other or future exercise of it, or the exercise of any other right under this MoU.

ARTICLE XX COUNTERPARTS

This MoU may be executed in two (2) or more identical counterparts, all of which shall be considered one and the same MoU and shall become effective when counterparts have been signed by each Party and delivered to the Party.

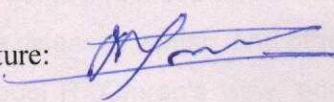
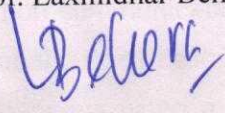
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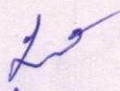


IN WITNESS WHEREOF, each of the Parties has caused this MoU to be executed as of the Effective Date.

(Director, HBCH-TMC, Sangrur and Mullanpur)	(Director, IIT Mandi, Himachal Pradesh)
Name: DR. JIGEESHU V. DIVATIA	Name: Prof. Laxmidhar Behera
Signature: 	Signature: 
Date: 27/07/2022	Date:

Director
HBCH & RC, Mullanpur & Sangrur
(A Unit of TMC, Mumbai)



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