

MEMORANDUM OF UNDERSTANDING

BETWEEN



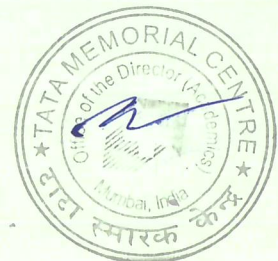
MGM Medical College and teaching hospital, Navi Mumbai
constituent of,

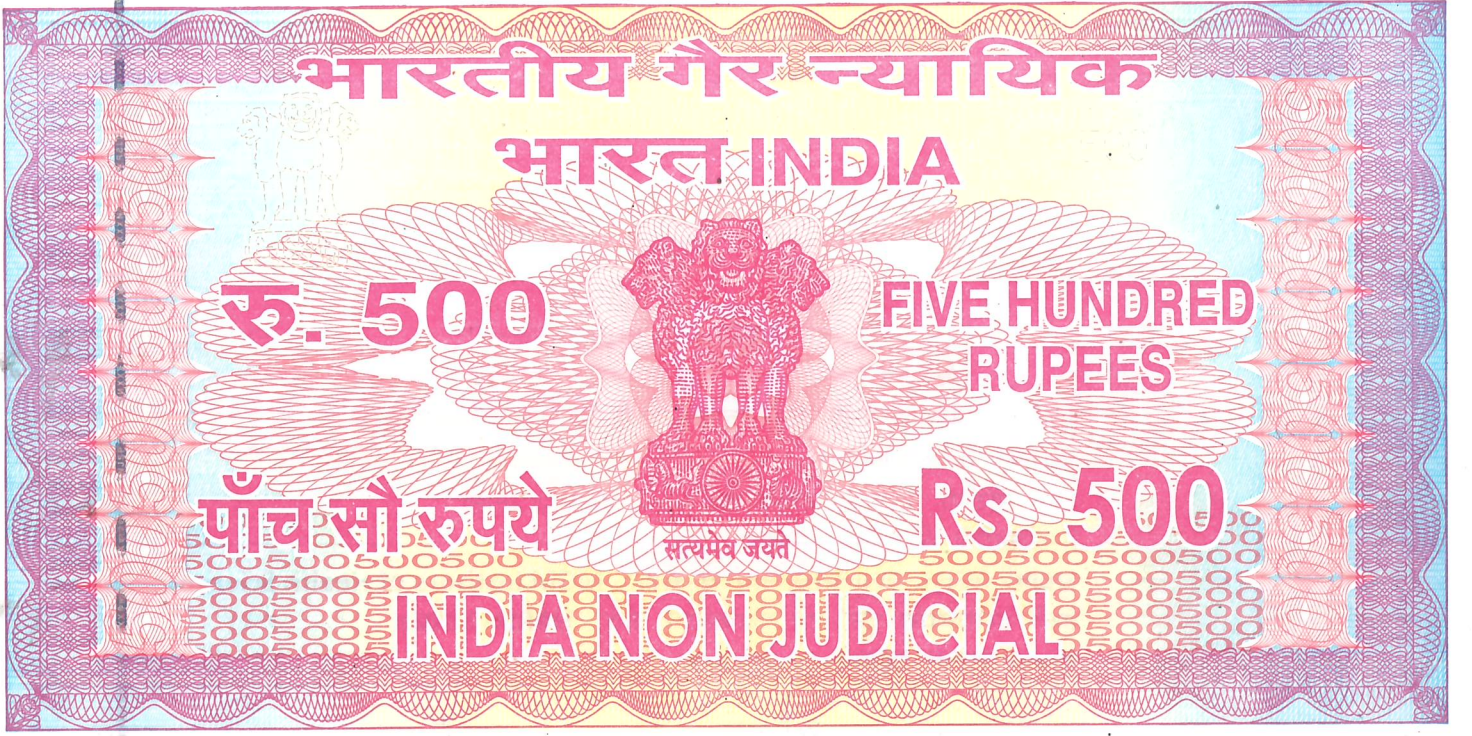
MGM Institute of Health Sciences, Kamothe,
Navi Mumbai

AND



Advanced Centre for Treatment Research and Education in
Cancer Tata Memorial Centre, Navi Mumbai





महाराष्ट्र MAHARASHTRA

2023

CA 596765



MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (MOU) is made and entered into as of 20th February, 2024.

By and between

MGM Institute of Health Sciences ("MGMIHS"), with its offices in MGM Campus, Sector 1, Kamothe, Navi Mumbai-410209, Maharashtra State (India)

AND

Advanced Centre for Treatment Research and Education in Cancer, Tata Memorial Centre, Kharghar, Navi Mumbai, Sector 22, Utsav Chowk – CISF Rd, Owe Camp, Kharghar, Navi Mumbai – 410210





जोडपत्र-२ / Annexure - II'

मुद्रांक विक्री नोंदवही अनु-क्रमांक -१४६६५ दि. १५.०२.२०२४

दस्ताचा प्रकार **MOU**

दस्त नोंदणी करणार आहेत का होय / नाही
मिळकतीचे थोडक्यात वर्णन

मुद्रांक विकत घेणाऱ्यांचे नाव व सही **MGM Institute of Health Sciences**

हस्ते असल्यास दुस-या पक्षकाराचे नाव **HARSH SINGH**

मुद्रांक शुल्क रक्कम ५००/-

सौ. मंगला कृष्णा पगडे
स्टॅप वेंडर, कळंबोली
दुकान नं बी ९, सेक्टर ३ई/ए, कळंबोली, जि. रायगड
परवाना क्रं ६/१९९६-९७

ज्या कारणासाठी ज्यांनी मुद्रांक खरेदी केला त्याची त्याच कारणासाठी
व खरेदी केल्यापासून ६ महिन्यात वापरणे बंधनकारक आहे.



Advanced Centre for Treatment Research and Education in Cancer Tata Memorial Centre, Navi Mumbai. and MGMIHS are individually referred to herein as a 'Party' and collectively referred to herein as the 'Parties'.

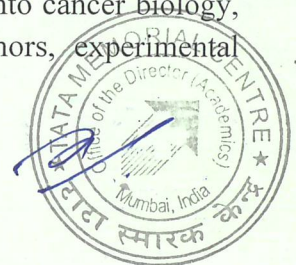
Whereas, MGMIHS is a “Deemed to be University”, which was established in the year 2006. The head quarter of the institute is located at Navi-Mumbai, Kamothe, Campus. MGMIHS was accredited A++ Grade University by National Assessment and Accreditation Council (NAAC). MGMIHS was awarded Category-1 Deemed to be University, by UGC and ranked in 150-200 in overall category of NIRF, India ranking.

And Whereas, the Vision of MGMIHS aims to be a top-ranking center of Excellence in Health Science Education, Health Care, and Health Research. In continuation, MGMIHS has a Mission as Students graduating from the Institute will have the required skills to deliver the quality health care to all sections of the society with compassion and benevolence, without prejudice or discrimination at an affordable cost. As a Research Centre, it shall focus on finding better, safer and affordable ways of diagnosing, treating and preventing diseases. In doing so, it will maintain highest ethical standards. *To wipe every tear from every eye.* MGMIHS believes in Gandhian Philosophy.

And Whereas, the MGMIHS offers Undergraduate, Postgraduate and Ph.D. program in different disciplines of health and allied sciences. MGMIHS has 10 constituent institutions (Medical, Biomedical, Physiotherapy, Nursing, Pharmacy, Prosthetics & Orthotics) consisting 02 campuses, namely Navi Mumbai, and Aurangabad. The MGMIHS has NABH/NABL certified Advanced Center Clinical laboratories, cutting edge well equipped Central Research Laboratory; Sleep Medicine and Research Centre; OMICS Research Centre; Centre of Human Movement Science and Animal House for supporting education, research and development. The MGMIHS provides holistic approach & environment for disciplinary and Interdisciplinary research on health & allied sciences. MGMIHS has thrust area of research on Tuberculosis, Diabetes, Osteoporosis: Osteoporosis - Zebra fish - Vertebrate Model Developed for Nano Toxicology Drugs Screening, Mental health & yoga, Physiotherapy, Biomechanics, Radiation effect on fetus new born and children and Covid-19 etc. MGMIHS encourages and extends best possible supports for research and innovation, intensifying the partnership and collaborative research.

And Whereas, ACTREC is the state of art of R&D wing of the Tata Memorial Centre. It is located in the picturesque settings at the foothills of the Sahyadri Mountains in Kharghar, Navi Mumbai. ACTREC comprises of, the Cancer Research Institute (CRI), Clinical Research Centre (CRC) and Centre for Cancer Epidemiology (CCE), a setting that is unique in India and built and evolved with a vision to provide comprehensive cancer care to one and all, through its motto of excellence in services, education and research.

And Whereas, the Scientists in CRI undertake multi-pronged investigations into cancer biology, which address basic and translational research queries using human tumors, experimental



animals and cells in culture, with an aim to provide the tools for chemoprevention, early diagnosis, prognosis and therapy. Commensurate with these goals the research projects at CRI encompass the following thematic – Biomolecular Structure, Function and alteration; Cell and Tumor Biology; Carcinogenesis, Genome Biology and Precision Medicine; Therapy Resistance and Stem Cell Biology; Tumor Immunology and Immunotherapy; Cancer Theranostics and Clinical Pharmacology.

And Whereas, CRC has an important mandate of development of a structured post-doctoral educational programme in every clinical discipline of oncology. This includes Medical and Paediatric Oncology, Cancer Genetics, Bone Marrow and Stem Cell Transplant, Neuro-Oncology, Radiation Biology, High Precision Radiotherapy, Brachytherapy, Surgical Oncology, Surgical Pathology, Hematopathology, Anesthesiology, Microbiology, Radiology, Interventional Radiology and Clinical Research Methodology affiliated to the Homi Bhabha National Institute (a deemed university).

CCE: The Centre for Cancer Epidemiology is commissioned with a focus to assess and evaluate the cancer burden in the country.

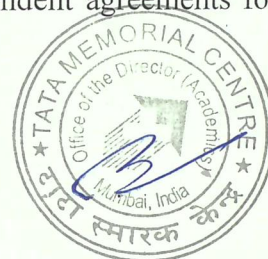
Funding: The clinicians, clinician scientists and basic scientists of the Centre are engaged in a large number of clinical trials and audits; as well as institutional, intramural and extramural projects.

The trials involve collaborations between the Centre various other academic institutes and industry. Funding support for most projects come from either the Centre itself or from governmental funding agencies such as DST, DBT, ICMR, etc. While some of the studies stand alone, the vast majorities are collaborative projects involving close interaction between scientists and/or clinicians within and outside the Centre; some are multicentric international projects.

These three centers have specific agendas, focus and unique capabilities. They work independently and in collaboration towards a common goal i.e., to advance research on all aspects of cancer, improve diagnosis, predict prognosis and treatment outcome of cancer patients, prolong their survival and ultimately cure cancer

And whereas, the parties have realized the importance of collaborating with each other jointly leveraging each other's strengths and expertise and hence agree to establish a basis for collaboration according to the terms and conditions set out in this MOU.

And whereas, the parties agree that this MOU (Master MOU) is in no way intended to create a legal or binding obligation on either party. The MOU serves only as a record of the parties' current intentions to enhance relationships of the Institutions going forward. The parties agree that the parties shall as and when required enter into separate independent agreements for the specific collaboration /programs or projects under this MOU.



And whereas, the Parties desire to record the broad terms and conditions that are mutually accepted and agreed to by and between them in this MOU as contained hereunder.

NOW THEREFORE THESE PRESENTS WITNESSETH AND IT IS AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:

1. AREAS OF COOPERATION

The parties shall explore collaboration in the following areas to include but not limited to:

- i. Research: To engage in collaborative research projects and jointly supervised PhD projects and to initiate interdisciplinary research project.
- ii. Training of post-graduates of MGMIHS in Medical Oncology, Oncosurgery, Oncopathology and Radiotherapy, Oncoanaesthesia, Microbiology, Radiology and Interventional Radiology
- iii. Training of nursing and other students of allied branches of MGMIHS in various disciplines of Oncology.
- iv. Clinical assistance and expertise of MGMIHS consultants in management of cancer patients (adult and children) of ACTREC in various sub- specialities such as cardiology, nephrology, neurology, endocrinology etc, as ACTREC being a standalone cancer hospital, does not have such expertise.

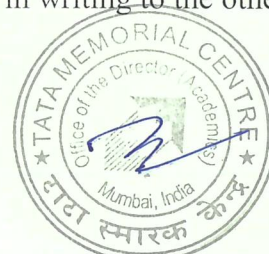
2. IMPLEMENTATION

- i. All programs or activities implemented under the term of this MOU shall be mutually agreed upon in writing and the Parties will enter into a definitive agreement through a separate agreement (MoA), covering specific objectives, activities, timelines, milestones, deliverables, planned dates of intended projects, and other relevant points.
- ii. Financial arrangements for each specific programme agreed under this MoU, will be decided mutually on a case- to-case basis and brought on record in each case after due approval from the competent authorities from the Parties.
- iii. The roles and responsibilities of each Party will be decided in each definite agreement based on the scope of work.
- iv. Both Parties shall be fully responsible for the activities carried out under its direction or by its staff, except as otherwise agreed by Parties
- v. Both Parties will designate one officer each who will develop and coordinate specific programs or activities between them.

3. DURATION OF THE AGREEMENT, TERMINATION, AND MODIFICATION

This agreement shall remain in force for an initial period of five (5) years, from the date of the signature/execution by the duly authorized representatives of the parties, and may be renewed by mutual agreement of the parties for a further period thereafter.

Either party may terminate this MOU with 90 days' notice in writing to the other party.



In the event of termination, the parties will take steps to bring the activities under this MOU to a prompt and orderly conclusion. If the MOU is terminated, neither party shall be liable to the other for any monetary or other losses that may result. The parties agree that the Agreements/MOU executed pursuant to this MOU shall be treated as independent and separate agreements/MOU and shall be governed by the terms of the said agreements/MOU.

The parties agree that this MOU if required may be amended with the mutual consent of the parties. All amendments shall be in writing, by way of an addendum, and shall be signed by the authorized representatives of the parties.

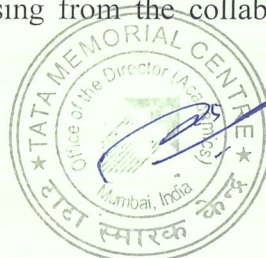
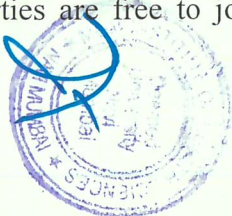
4. INTELLECTUAL PROPERTY

No rights of any kind whatsoever in any invention, copyright, trade secret, or any other form of intellectual property (collectively defined as "IP") are granted or transferred under this MOU.

- i. For Joint projects any Results which are generated by both Parties jointly and for which it is impossible to segregate each Party's intellectual contribution to the creation of such Results shall be referred to in this Agreement as "Joint Results". Joint Results shall be jointly owned by both Parties who have generated such Joint Results (the "Joint Owners") in proportion to the respective contribution of each Party.
- ii. For Jointly conceived and or developed IP Parties will be committed to the protection, if appropriate, and application of such intellectual property for commercial or other purposes on mutually acceptable terms to be negotiated in good faith between the Parties
- iii. Pre-existing materials/IP shall be put on record. In case it is used or bundled in the relevant reports or in the course of the services to be delivered.
- iv. The program ideas, innovations, pilots, practices developed by any one party prior to this MoU or independent of each other will be kept confidential, and will not be copied, imitated, replicated or shared by the other party without written consent of the originator party.
- v. Any IP exchanged pursuant to this MOU shall be governed by the terms of a separate written agreement depending on the scope of work undertaken and contribution of the inventors.

5. PUBLICATION.

- i. The parties agree that all publications coming out of the joint research shall be jointly published. Research articles shall be published jointly with intimation to both parties. Each party may use such property only for research and scholarly purposes. The parties are free to jointly publish the results arising from the collaboration in any



journal, magazine or publication, or other media with intimation to the other party. Such approvals shall be considered by the Parties post protection of any overlapping IP under protection on a priority basis, preferably within 30 days. Post IP protection, the Parties may agree to publish the result jointly. In such cases, publication costs will be shared jointly.

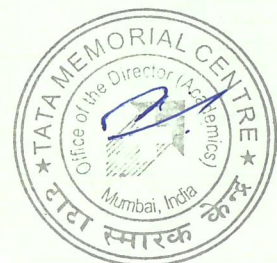
- ii. Both Parties shall acknowledge one another in any form of writing, publication or presentation based on research derived from the cooperative efforts of both parties under this MoU unless otherwise mutually agreed upon in writing by the parties.

6. NON-DISCLOSURE

Neither Party nor its authorized personnel, students, related personnel, etc. will disclose or make available to any third party any information or confidential information, whether documented or not, relating to the objectives, scope, work, effort, or results of work performed during the period of this MOU or any other documents and or information received under this MOU. Every joint research would have a separate Memorandum of Association (MoA) and may also include a separate non-disclosure agreement signed by the investigators from both institutions as and when required. This MoA would cover general issues and the financial expenses incurred related to respective projects, as applicable & actual by any of the parties, will be addressed separately as the need be.

In this Clause “confidential information” means: (i) all information or data of a confidential nature concerning the trade secrets or business dealings, methods of business, transactions, plans, or affairs of a Party or third party to whom the Party owes a duty of confidence; (ii) any document or information or data marked “Commercial in Confidence” or otherwise expressly designated as confidential and (iii) any information or data which by its nature the recipient ought reasonably to conclude was confidential information of the Party in all cases including all copies of the above on any media (including electronic media) whatsoever, but excludes the following:

- a) Information actually known to the disclosing Party prior to its disclosure;
- b) Information independently developed by the Party receiving the confidential information or communicated to it in circumstances otherwise than where its disclosure imparted a duty of confidence;
- c) Information that is or becomes generally and freely publicly available through no fault of the receiving Party or its servants or agents;
- d) Such information which is required to be disclosed to or by any Court, tribunal, or Governmental authority with competent jurisdiction.



7. NOTICES

Any notices given under this MOU will be in writing and delivered by e-mail or speed post or by hand addressed to the parties as follows:

The Advanced Centre for Treatment, Research and Education in Cancer (ACTREC)

Address: Kharghar, Navi Mumbai, Maharashtra, India

MGM Institute of Health Sciences

Address - MGM Educational Campus, Sector 1, Kamothe, Navi Mumbai, 410209

8. MISCELLANEOUS

a) **Assignment.**

Neither party may assign this MOU or the rights thereunder.

b) **Survival.**

Any of the sections that include any other rights and obligations under this MOU which by their nature should survive, shall survive the expiration or termination of this MOU.

c) **Severability**

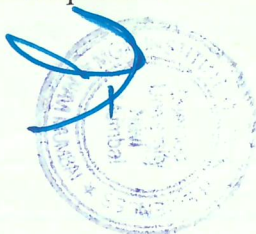
If any provision of this MOU becomes or is declared illegal, invalid, or unenforceable, such provision will be divisible from this MOU and will be deemed to be deleted from this MOU. If such deletion substantially alters the basis of this MOU, the parties will negotiate in good faith to amend the provisions of this MOU to give effect to the original intent/object of the parties under this MOU.

d) **Independent Entities.**

ACTREC and MGMIHS are independent parties and neither is an agent, joint venture partners, or partner of the other.

e) **Order of Precedence.**

In the event of any inconsistency between the terms of this MOU and the documents referenced or incorporated herein or any other document, correspondence or MOU concerning this Program between the Parties and/or their employees, the terms of this MOU will prevail.



f) **Entirety.**

This MOU represents the entire agreement and understanding between the parties with respect to its subject matter and supersedes any prior and/or contemporaneous discussions, representations, or agreements, whether written or oral, of the parties regarding this subject matter.

g) **Amendments.**

The Amendments or changes to this MOU must be in writing and signed by duly authorized representatives of both parties.

h) **Counterparts.**

This MOU may be executed in multiple counterparts, each of which will be deemed an original, but all of which will constitute one and the same MOU, and the signature pages from any counterpart may be appended to any other counterpart to assemble fully executed counterparts.

i) **Dispute Resolution.**

In event of dispute or claim between the parties concerning the interpretation of any provision of this MOU or the performance of any of the terms/obligations of/under this MOU, such matter or matters in dispute shall be first settled amicably by setting up a mutually agreeable committee. The parties after due discussion shall try their level best to resolve the disputes arising out of this MOU, failing which through the Arbitration process. Both the parties after due discussion shall appoint an Arbitrator for resolving the dispute arising out of this Agreement. The arbitration shall be held at Navi Mumbai.

IN WITNESS WHEREOF, these duly authorized representatives of the parties hereby execute this Agreement, including all the terms and conditions mentioned herein above.

Through its authorized representative

1. **Advanced Centre for Treatment Research and Education in Cancer TATA Memorial Centre, Navi Mumbai.**

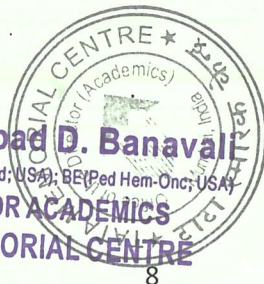


Dr. Sripad D Banavali
Director Academics
TATA Memorial Centre.

Date: 20/2/24



Prof. Shripad D. Banavali
MD(Med; Bom); BC(Ped; USA); BE(Ped Hem-Onc; USA)
DIRECTOR ACADEMICS
TATA MEMORIAL CENTRE



In presence of,

Navin Khattry

Dr. Navin Khattry,
Deputy director,
ACTREC.

Date: 20/2/24.

2. MGM Institute of Health Sciences, Navi Mumbai

Dr Rajesh Goel,
Registrar,
MGM Institute of Health Sciences,
Navi Mumbai.

Date: 20/2/24



Dr. Rajesh B. Goel
Registrar
MGM Institute of Health Sciences
(Deemed University u/s 3 of UGC Act, 1956)
Navi Mumbai- 410 209

In presence of

1. Dr. Shashank Dalvi
Vice Chancellor,
MGM Institute of Health Sciences,
Navi Mumbai.

Shashank Dalvi

2. Dr. Sudhir N Kadam,
Medical Director,
MGM Institute of Health Sciences,
Navi Mumbai

Sudhir N Kadam

3. Dr. G.S. Narshetty,
Dean,
MGM Medical College,
Navi Mumbai

G.S. Narshetty