

MEMORANDUM OF UNDERSTANDING (MOU)

Between

INDIAN INSTITUTE OF TECHNOLOGY, MANDI

And

HOMI BHABHA CANCER HOSPITAL & RESEARCH CENTRE, PUNJAB

For

'ACADEMIC & RESEARCH COLLABORATION'

This MOU is arrived at this25/3/25.....DD/MM/YYYY

Between

Indian Institute of Technology MANDI through its Authorized Signatory **Prof. Laxmidhar Behera, Director – IIT MANDI**, hereinafter referred to as “**IIT MANDI**”, or the “**First Party**” (which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include its successors and permitted assigns) of the **One Part**;

And

Homi Bhabha Cancer Hospital & Research Centre, Punjab (A unit of Tata Memorial Centre, Mumbai and Grant-In-Aid Institute under the Department of Atomic Energy, Government of India) having its office at Plot No. 1, Medicity, New Chandigarh, SAS Nagar, Mohali, Punjab-140901, through its Authorized Signatory **Dr. (Prof.) Ashish Gulia, Director, HBCH & RC, Punjab** hereinafter referred to as “**HBCH&RC, Punjab**” or the “**Second Party**” (which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include its successors and permitted assigns) of the **Other Part**;

“**IIT MANDI**” and “**the HBCH & RC, PUNJAB**” are hereinafter, collectively referred to as the ‘**Parties**’ and individually as the ‘**Party**’.

Whereas

First Party, i.e, the Indian Institute of Technology, Mandi (IIT – Mandi) is a public technical institute located its office at A-9, IIT Mandi, North Campus, Kamad, Mandi, Himachal Pradesh, 175075.
and

Second Party i.e, Homi Bhabha Cancer Hospital & Research Centre (HBCH&RC), Punjab is a unit of Tata Memorial Centre (TMC), Mumbai and Grant-In-Aid Institute under the Department of Atomic Energy, Government of India. Tata Memorial Centre is recognized as a standalone postgraduate teaching institute by Government of India and National Medical Commission. **Homi Bhabha Cancer Hospital and Research Centre (HBCH & RC), Punjab** is based on hub and spoke model being ‘**Hub**’ at HBCH & RC, New Chandigarh and it's ‘**Spoke**’ at HBCH, Sangrur.

Homi Bhabha Cancer Hospital and Research Centre (HBCH & RC), New Chandigarh, Punjab was inaugurated by the hon'ble **Prime Minister of India, Shri Narendra Modi Ji** on **24th August 2022**, this state-of-the-art, **300-bedded tertiary care centre** serves patients from Punjab, Haryana, Himachal Pradesh, Jammu & Kashmir, Rajasthan, and other neighboring regions. The hospital provides comprehensive cancer care, including medical, surgical, and radiation oncology, supported by advanced diagnostics and a robust patient information system to streamline processes and minimize environmental impact. Whereas, Homi Bhabha Cancer Hospital (HBCH), Sangrur is an authorized training centre for oncology related disciplines as declared by the Vice Chancellor, Baba Farid University of Health Sciences, Faridkot, Punjab in consonance of the announcement made by the Hon'ble Chief Minister of Punjab. HBCH & RC, Punjab is committed to provide world class cancer care facility to the patients of this region at an affordable rate and contribute in the field of Education and Research as per the ethos and culture of Tata Memorial Centre.

For the mutual benefit of each other, both the Parties intend to collaborate in various areas.





Therefore,

It is mutually understood and agreed by and between the parties to collaborate through this MOU to achieve the following objectives on the terms and conditions mentioned herein below:

1. Objectives:

The objectives of this MoU are as under:

- i. Academic Collaboration for joint courses
- ii. Collaborative Research
- iii. Joint Intellectual Property Rights (IPR)
- iv. Co-publications
- v. Social Awareness and Skill development workshops, seminars and conferences in collaboration
- vi. Any other objective as may be mutually agreed from time to time.

2. Nature:

- i. This MOU is non-exclusive in nature. Parties shall be free to enter into similar MOUs with any other Party during currency or the extended currency of this MOU.
- ii. This MOU is an expression of the intention of both the Parties to engage in academia-industry-research collaborations, as may be mutually agreed from time to time, by separate instruments in writing, with each such instrument containing details of specific activities to be undertaken in collaboration.

3. Financials:

- i. There will be no financial binding or implication on either of the parties.

4. Term and Termination:

- i. The MOU shall come into force immediately upon its signing by the parties. The MOU will be in force for an initial period of four (4) years. MOU may be extended further on the mutually agreed terms.
- ii. This MOU may be terminated by mutual consent of the parties before the aforesaid term of four (4) years.
- iii. This MOU can be terminated by either of the parties by giving advance notice of one (01) month period without jeopardizing the ongoing collaborative undertakings.

5. Relationship:

- i. It is expressly agreed that the Parties shall be independent contractors and that the relationship between the Parties shall not constitute a partnership, joint venture or agency. Neither Party shall have the authority to make any statements, representations or commitments of any kind, or to take any action, which shall be binding on the other Party, without the prior consent of such other Party. Word "Partner", if used anywhere, throughout this MOU, is for the reference purposes and doesn't create a partnership relationship under the law.
- ii. Nothing in this MOU shall be construed as creating any contract, partnership, agency or other legal relationship between the parties except confidentiality and IPR Clause. The acts/performance and actions taken by either party in furtherance of their respective activities of operation shall not bind the other except to the extent provided under this MOU. The acts performed and action taken by either party that do not fall under the MOU shall have binding effect on the other to the extent they are reduced to writing and the prior consent of the other party is obtained.
- iii. Any information furnished by either of the parties shall be treated as strictly confidential and shall not be disclosed by either of the parties.
- iv. Each party hereby agrees to indemnify, defend and hold the other party harmless from any and against all claims, demands, cause of action, liabilities, losses, damages, cost and expenses awarded against or incurred arising directly and/or indirectly from a breach of this MOU, including but not limited to, omissions, commissions, negligence and default by the other party.
- v. 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

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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.

6. Intellectual Property:

- i. Title to all inventions, discoveries, or developments made solely by the inventors of each Party shall reside in that Party; title to all inventions, discovery, development, or other intellectual property including but not limited to copyrights, patents and industrial designs made jointly by the Parties, under this Agreement shall be jointly owned by the Parties.
- ii. IIT, MANDI and HBCH & RC, Punjab will have the right to continue to utilise the intellectual property generated as part of the R&D work carried out under this MOU for its research and for teaching purposes only.
- iii. IIT, MANDI and HBCH & RC, Punjab will enter into a license agreement if there is a possibility of commercialization of results arising out of research conducted under this agreement. Benefits arising out of such commercialization shall be shared between IIT, MANDI and HBCH & RC, Punjab under mutually agreed terms.
- iv. In the event that the IIT, MANDI is not interested in the Offer, then IIT, MANDI/HBCH & RC, Punjab as the case maybe, will be free to license the results to other third parties based on mutual consent.
- v. Protection of any intellectual property and publication of results arising out of this Agreement will be mutually discussed and agreed to.

7. Handling of Biological Materials:

- i. Each Party shall ensure that any collection, handling, transportation, and retention of any human biological materials, including, but not limited to, blood, body tissue, plasma and any other material containing human cells (the "Biological Materials"), if applicable, is carried out in accordance with the Protocol and all Applicable Laws. IIT, MANDI on its behalf, and on behalf of its principal investigators, agrees and acknowledges that HBCH & RC, Punjab may use the Biological Materials to conduct secondary research, subject to in accordance with the Applicable Laws.
- ii. Each Party shall ensure that the security, integrity, and quality of the Biological Materials are maintained at all times. Each Party shall be responsible for maintaining its own chain of custody to allow traceability and management of the Biological Materials.
- iii. The ownership of the Biological Materials collected during and for the Study shall vest with HBCH & RC, Punjab.

8. Handling of Patient Data/Digital Information (Radiological images/Pathological images in any form):

- i. Each Party shall ensure that any collection of Patient Data/Digital Information (Radiological Images/Pathological images in any form), if applicable, is carried out in accordance with the Protocol and all Applicable Laws. IIT, MANDI on its behalf, and on behalf of its principal investigators, agrees and acknowledges that HBCH & RC, Punjab may use the Patient Data/Digital Information (Radiological Images/Pathological images in any form) to conduct secondary research, subject to in accordance with the Applicable Laws.
- ii. Each Party shall ensure that the security, integrity, and quality of the Patient Data/Digital Information (Radiological Images/Pathological images in any form) are maintained at all times. Each Party shall be responsible for maintaining its own chain of custody to allow traceability and management of the Patient Data/Digital Information (Radiological Images/Pathological images in any form).
- iii. The ownership of the Patient Data/Digital Information (Radiological Images/Pathological images in any form) collected during and for the Study shall vest with HBCH & RC, Punjab. IIT, MANDI will not use this information in any form for any other studies apart from the studies conducted under this agreement.

9. Force Majeure:

- i. The Parties shall not be liable for any failure to perform, any of its obligations under this MOU if the performance is prevented, hindered or delayed by a *Force Majeure* event (defined below) and in such case its obligations shall be suspended for so long as the Force Majeure Event continues.
- ii. "Force Majeure Event" means an event which is beyond the reasonable control of the Parties concerned, including, without limitation, unavailability of any communication system, sabotage, fire, flood, explosion, acts of God, civil commotion, strikes or industrial action of any kind, riots, insurrection, war or acts of government etc.
- iii. Each party shall promptly inform the other of the existence of a Force Majeure event and shall consult together to find a mutually acceptable solution.

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10. Single Point of Contact (SPOC) Persons

- i. Both the Parties will nominate one person from their Institution to act as a Single Point of Contact (SPOC) for coordinating various programmes, projects and activities, jointly to be undertaken under this MOU.
- ii. The SPOC persons will be responsible for information flow and communication between the Parties.
- iii. Details of first SPOC from either Party are as below:

From Indian Institute of Technology, Mandi:

Name: Dr. Sneha Singh
Designation: Assistant Professor
Email ID: sneha@iitmandi.ac.in
Mobile No: 9881126840

From Homi Bhabha Cancer Hospital & Research Centre, Punjab:

Name: Dr. Pragyat Thakur
Designation: Professor (Radiation Oncology)
Email ID: pragyat28rpgmc@gmail.com
Mobile No: 8727014999

- iv. SPOC Persons will work out operational details of co-operation between the two organizations and ensure proper and effective implementation of this MOU.

11. Governing Law:

- i. The MOU shall be interpreted in accordance with and governed by the applicable laws in India.
- ii. Notwithstanding the above, the scope of this MOU shall automatically become null and void to the extent it is in violation or in contradiction to the provisions of the concerned Act, Ordinances, Rules and Regulations of the University.
- iii. If any provision of this MOU is held invalid, unenforceable or illegal for any reason, this MOU will remain otherwise in full force apart from that provision (s) which shall be deemed deleted.
- iv. This MOU shall be governed by the laws of Republic of India and subject to the jurisdiction of courts in SAS Nagar (Mohali), Punjab.

12. Dispute Resolution:

- i. It is hereby agreed by and between the parties that if any controversy, dispute or difference shall arise concerning construction, meaning, violation, termination, validity or nullity including without limitation the scope of any clause or effect of this MOU or any part thereof, or of the respective rights or liabilities herein contained, the parties shall resolve the same by mutual discussion or mediation. However, if the parties here to fail to resolve the controversy, dispute or difference amicably within 15 (fifteen) days of commencement of discussions, conciliation or mediation, then any party shall upon expiry of such period of 15 (fifteen) days be entitled to refer such controversy, dispute or difference to be resolved by arbitration in accordance with the Arbitration and Conciliation Act, 1996 or any statutory modifications on re-enactment thereof as in force.
- ii. In any arbitration commenced pursuant to this clause, the sole arbitrator shall be appointed by the mutual consent of the parties as per the provisions of the Arbitration and Conciliation Act, 1996
- iii. The language to be used in the arbitration proceeding shall be English. The seat or place of arbitration shall be in SAS Nagar (Mohali), Punjab. The cost of arbitration proceedings shall be shared equally by both the parties. Arbitral award shall be acceptable to both the parties.

13. Amendment:

- i. Any amendments to this Agreement must be on mutual consent, in writing and signed by both the Parties hereto, except that each Party may make a change of the name of the SPOC person, for what mere notice to the other party shall serve the purpose.

14. Notice:

- i. Notices hereunder must be in writing and given to the other Party by in-hand delivery; by electronic mail; by facsimile; by first-class mail, postage prepaid; or by air courier to the mailing address set forth above or to such other address as either Party may designate. Notices shall be effective when received.

15. Entire Agreement:

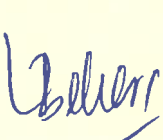
- i. This agreement contains the entire understanding of the parties with regard to provision of the services and supersedes all previous correspondence / agreements / understanding. Any amendment, modification, change or revision to this agreement as mutually agreed between the Parties hereto shall be made in writing.

16. Assignment:

- i. No Party shall transfer its rights and obligations hereunder to any third party without prior written consent of the other Party.

17. Confidentiality

- i. For the purpose of this Agreement "**Confidential Information**" means any and all data and information including, intellectual property, anonymized study participant 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 the study participants; and
 - b) any intellectual property belonging to any Party relating to the Study.
- ii. At all times during the term of this Agreement and thereafter, each Party receiving (the "**Receiving Party**") Confidential Information shall, and shall cause its officers, members, 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 Agreement.
- iii. The Parties hereto promise and agree to respect the intellectual property rights and confidentiality of all information, maps, designs, data and other documents as may be made available to the Parties and shared between them, and to use said information solely and exclusively for performance of any Studies done under purview of this MOU and to refrain from and prevent the dissemination or distribution of such information to third parties without the prior written consent of the disclosing/competent party throughout the term of this Agreement (including any renewal thereof)
- iv. This confidentiality undertaking does not apply to any:
 - a. information which has been published other than through a breach of this undertaking;
 - b. information lawfully in the possession of the recipient Party before its disclosure in the Study took place;
 - c. information obtained from a third party who is/was free to disclose it;
 - d. information independently developed by a Party; or
 - e. information which a Party is requested to disclose and required by law (including a regulatory body) to disclose.
- v. The Receiving Party agrees to maintain the Confidential Information 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.
- vi. Upon the termination or expiration of this Agreement 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 Agreement, a copy of any Study documentation to the extent required by applicable laws.



18. No Waiver:

- i. No failure or delay by either Party in exercising or enforcing any right, remedy or power hereunder shall operate as a waiver thereof, nor shall any single or partial exercise or enforcement of any right, remedy or power preclude any further exercise or enforcement thereof or the exercise or enforcement of any other right, remedy or power. The failure of either Party to enforce its rights under this Agreement at any time for any period shall not be construed as a waiver of such rights.

19. Indemnities:


- i. Each Party indemnifies and holds harmless the other Party, its agents and employees against all claims, losses and damages in case of gross negligence, wilful misconduct, or any failure to comply with, or breach of, the provisions of this Agreement, the Protocol, or any Applicable Laws by the Party, its agents or employees.

20. Ethics:

- i. Any study that will be undertaken under this MOU will require ethical clearances from respective institutes/parties.

21. Execution:

In witness whereof, the parties hereto, subscribed to this MOU, on the day and year first hereinabove written.

<p>FOR IIT MANDI</p> <p><i>Behera 25/3/25</i></p> <p>PROF. LAXMIDHAR BEHERA DIRECTOR</p> <p>Director IIT-Mandi (H.P.) Pin-175005</p> 	<p>FOR HOMI BHABHA CANCER HOSPITAL & RESEARCH CENTRE, PUNJAB</p> <p><i>Gulia</i></p> <p>DR. (PROF.) ASHISH GULIA DIRECTOR</p> <p><small>डॉ. (प्रोफ.) अशिश गुलिया, एम.एस., एम.डी</small> DR. (PROF.) ASHISH GULIA, MS. M.Ch <small>निदेशक/DIRECTOR, HSCH & RC, Punjab</small> प्रोफेसर सर्जिकल ऑन्कोलॉजी Professor of Surgical Oncology होमी भाभा कैंसर अस्पताल एवं अनुसंधान केंद्र, न्यू चंडीगढ़, Homi Bhabha Cancer Hospital & Research Centre, New Chandigarh, Punjab/Punjab-140901- भारत/India.</p>
<p>A-9, IIT MANDI, NORTH CAMPUS, KAMAD, MANDI, HIMACHAL PRADESH, 175075.</p>	<p>HOMI BHABHA CANCER HOSPITAL & RESEARCH CENTRE, PLOT NO. 1 MEDICITY, NEW CHANDIGARH, PUNJAB-140901</p>
<p>In the presence of:</p> <p>1. <i>Dr. Sneha Singh</i> <i>Sneha</i></p> <p>2. <i>Dr. Siddharth Panwar</i> <i>Panwar</i></p>	<p>In the presence of:</p> <p>1. <i>Dr. Rakhatdeep Singh Braw</i> <i>Rakhatdeep</i> 25.03.2025 / 120738</p> <p>2. <i>Dr. Pragya Thakur</i> <i>Pragya</i> 25.03.25 / 120852</p>