

കേരളം കേരल KERALA Memorandum of Understanding
National Institute of Technology Calicut
&
MVR Cancer Centre & Research Institute

DD 453348

PREAMBLE

National Institute of Technology Calicut (hereafter NITC, referred to as "First Party") is a prestigious Technical Institution of national importance set up by an Act of parliament (Act 29 of 2007) engaged in providing meaningful and quality education in engineering and science while conducting original research of highest standard.

MVR Cancer Centre and Research Institute, an initiative of Cancer and Allied Ailments Research (CARE) Foundation, a non-profitable charity organization initiated by the Calicut City Service Co-operative Bank in 2011 and registered under the Kerala Societies Registration Act of 1860, having its head office at Poolacode, Kozhikode (Hereinafter referred to as the "MVRCCRI") of the Other Part represented by Mr Jayendran K, Secretary, CARE Foundation, Kozhikode, Kerala, India providing affordable worldclass healthcare to cancer patients , super speciality training in oncology , and education in allied sciences while conducting original research of highest standards.

NITC and MVRCCRI would like to enter into an MoU in academic and research areas of mutual interest.

The First Party and the Second Party shall hereinafter individually be referred to as a "Party" and collectively as the "Parties". Any person that is not a signatory to this Agreement shall be referred to as a "Third Party".

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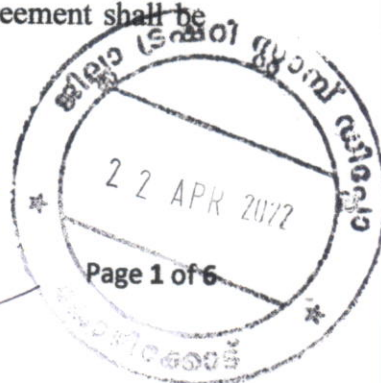
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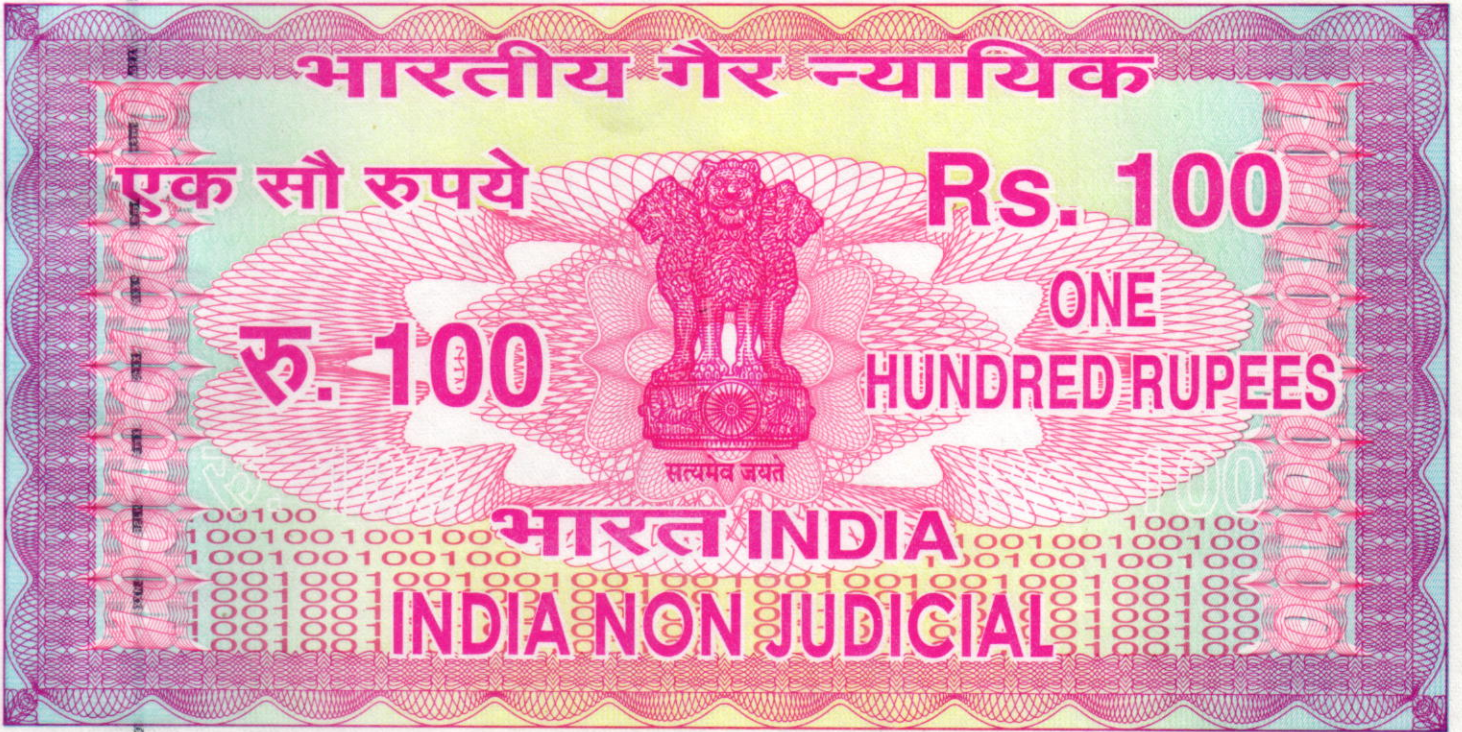
Date 30.4.2022

CHATHAMANGALAM
S GOVENDER
V. PUNHANGATHAN

Dr. Ramd

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1.0 Scope of MoU

This MoU deals with the broad areas of mutual interest/ collaboration, terms and conditions, financial arrangements, modalities of mutual interest/collaboration, responsibilities and obligations of parties pertaining to any activity to be undertaken as part of this MoU.

2.0 Objectives

NITC and MVRCCRI wish to work jointly to promote education, research, technology development and its translation. The objective of this collaboration as defined in the MoU is to stimulate quality education and training to conduct joint collaborative research, develop an ecosystem of shared infrastructure for research, undertake multi centric trials of various research projects and promote inter-institutional cooperation. The two parties will develop and foster education, training, research & professional activities involving projects among students and faculty of the institutions thereby creating a research ecosystem with the sharing of knowledge, resource and infrastructure.

3.0 Collaborative activities & Implementation of the Project /Program

Both the parties agree to develop the following collaborative activities in areas of mutual interest.

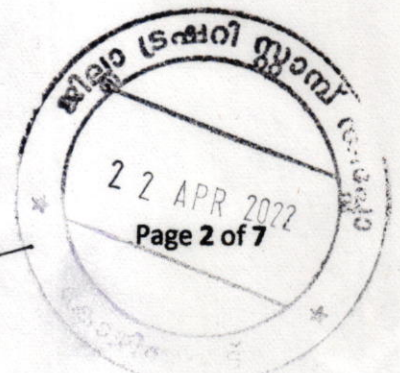
3.1 Collaborative electives

To offer institute UG & PG electives in collaboration with scientists and faculty of either institutions in their areas of expertise.

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Name Secretary care foundation
Date 30.4.2022
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V. PUSHPANGATHAN

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3.2 Internship UG and PG

To grant permission to the undergraduate/post graduate students of both parties to visit facilities at other party to carry out their internship programmes.

3.3 Project UG and PG

To grant permission to the undergraduate/post graduate students of both parties to visit other party's R&D facilities/carry out their project works.

3.4 External PhD of second party staff with first party

To encourage scientists/project scientists/research fellows of second party to seek admission with first party for M.Tech./M.S./Ph.D. and other programmes as per first party's admission norms and procedures.

3.5 Joint PhD guidance

To encourage PhD students of either party to have a joint supervisor from the other party and to carry out their research/experiments at the facilities of both parties. The facilities at MVRCCRI are primarily for diagnosis and treatment of patients, therefore research use of these facilities will be subject to free time available on the instruments.

3.6 Joint research projects

To carry out joint research projects with internal resources or jointly approach funding agencies. Both parties will explore opportunities of undertaking joint research projects and may seek research funding from external funding agencies. Each research proposal shall require approval of the respective institutions and applicable regulatory bodies.

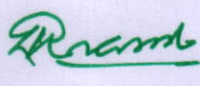
Joint development of biomedical products and evaluating their characteristics by sharing *in vitro* and *in vivo* testing facilities and expertise of each party in mutually identified area for research collaboration.

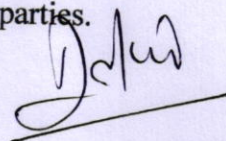
3.7 Sharing of Research Facilities & Resources

Sharing the available infrastructure and laboratory facilities for research & academic purposes in accordance and compliant to the institutional policies of either parties.

To Exchange faculty members for lectures, talks, conferences, seminars, symposia and sharing ideas for enrichment of academic & research program offerings of either institute.

To Exchange scientific materials and information of common interest including data, study reports, books, publications, course information etc. among the parties.





3.8 Others:

To jointly organise/conduct national/international symposium / conference/ workshop / training programmes.

Exchange of advice, information and assistance relating to areas of mutual interest.

To mutually host training programs / technical training sessions for project staff, students and faculty in specific areas requiring experimental and technical expertise.

4.0 Coordination

Both the parties to establish a "Joint Working Group" for coordination. Both the Parties shall ensure that the Joint Working Group comprises of appropriate personnel to discuss and implement the measures mentioned in this MoU.

First party shall be represented by the Chairperson, Centre for Industry Institute Relations (CIIR), Dean (Academic), Dean (R&C) along with other designated members from the Institute nominated as per Project / Program requirements;

Second party shall be represented by the Medical Director, MVRCCRI

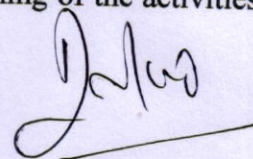
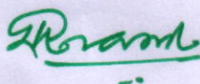
Further, each Party shall appoint a research Coordinator and a Single Point of Contact (SPOC) to coordinate the activities on its behalf. Research Coordinator will periodically review the activities and identify ways to strengthen cooperation between the two Parties for meeting the objectives of this MoU. Whenever required, they will seek approvals in their respective organisations and individual MoUs will be signed by the authorised signatories of both parties, if needed to get approval from funding agencies/ethics committee clearance.

All activities covered under this MoU will be carried out in such a manner so as not to digress from the established traditions and regulations of each party.

5.0 Other General Conditions:

5.1 Monitoring & Progress evaluation

Progress evaluation and monitoring regarding the outcome of MoU shall be done on a regular basis (Annually/ biannually/ quarterly). Shortcomings, if any, shall be addressed and amendments has to be done accordingly to ensure smooth running of the activities targeted in the MoU.



5.2 Scope for Amendments/Modification:

The areas of cooperation may be revised by mutual consent. However, specific programmes may require separate agreements detailed out and documented as annexures to this MoU. No amendment or modification of this MoU shall be valid unless the same is made in writing by both the parties or their authorised representatives and specifically stating the same to be an amendment of this MoU. The modification/changes shall be effective from the date on which they are made/executed unless otherwise agreed to.

5.3 Financial Obligations:

Research student/Project staff exchange: Unless otherwise agreed upon in writing for some particular case, travelling expenses shall be borne by the visitor's own institute/university as per their rules.

Faculty exchange: Unless otherwise agreed upon in writing for some particular case, expenses for traveling, stay, food etc. shall be borne by the visitor's own institute/university as per their rules.

Neither party has any financial obligation to other party under this MoU. Specific financial agreements shall be executed between both parties on finalization of activities covered under this MoU and on case to case basis as and when required.

5.3 Validity & Termination

This MoU is valid for an initial **period of five years** and becomes effective from the date it is signed by the partners. The partnership period may be extended by mutual consent. This MoU may be terminated:

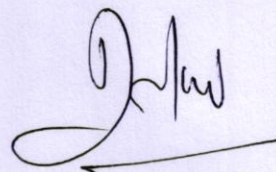
- (a) on either party giving the other party 6 months/1 year prior written notice;
- (b) on written notice by one of the Parties if the other Party has committed a breach of this MoU.

In the event of termination of the MoU, for whatsoever reasons, both parties agree to fulfil their respective commitments in respect of the other party Fellows and candidates taken on external registration category who are undergoing their academic programme at the time of termination.

Further, specific commitments made prior to such intimation shall be honoured by both the partners including ensuring that any student/staff from both the sides at that time participating in the Programme is able to complete the term of the assignment and be assessed for it.

Once terminated, neither parties shall be responsible for any losses, financial or otherwise, which the other Party may suffer.





5.4 Dispute Resolution

In case, there be a dispute relating to any aspect of academic cooperation shall be addressed amicably by the joint working group abiding to the rules and regulations of both the institutes. If it cannot be resolved at this level, Director, first party and Dean, second party or their nominated representatives shall jointly resolve the dispute in a spirit of independence, mutual respect, and shared responsibility.

5.5 Intellectual Property

Rights regarding publications, patents, royalty, and ownership of software/design/product developed, etc. under the scope of this MoU shall be decided by the two parties by mutual consent on a case to case basis.

5.6 Non-discrimination

Both the parties agree not to discriminate against any person because of age, gender, national origin, race, ancestry, colour, religion, creed, disability or handicap and sexual orientation. Neither institution shall impose criteria for the exchange of faculty, staff and students that would violate the principles of non-discrimination.

5.7 Code of conduct

Visiting student, staff and faculty will abide by the codes of conduct of the host Institution.

5.8 Legal status & Arbitration:

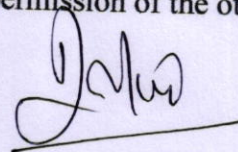
This document is a statement of intent to foster genuine and mutually beneficial cooperation and is not legally binding on both the parties. Any disputes shall be resolved through mutual discussion.

In the event of any dispute or difference between the parties hereto, such disputes or differences shall be resolved amicably by mutual consultation. If such dispute or difference is not resolved then such difference shall be referred to an Arbitrator as the proceedings shall be as per the Arbitration and Conciliation Act 1996. The decision of the Arbitrators shall be final and binding upon parties to the dispute. The arbitration proceeding shall be held at Calicut. This MoU shall be governed and interpreted in accordance with the Indian Laws.

6.0 Exclusivity & Confidentiality:

This agreement is personal to both parties and neither party can assign this agreement nor the rights and privileges herein to anyone without the written permission of the other party.

Record



Both parties shall not disclose, share or transfer any Intellectual property, Confidential information, Research Data & Information, Financial & Technical information and any other documents exchanged between them for research and collaborative activities covered under the framework of this agreement to a third party without written consent from the other party.

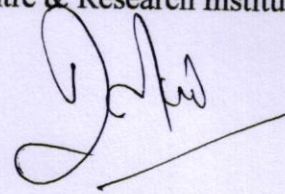
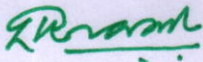
7.0. Conflict of Interest:

Both parties warrant that this MoU is not likely to have any conflict of interest with any of their organizational, financial, contractual or other interests relating to the activities under this MoU.

IN WITNESS WHEREOF the Parties hereto have signed this MoU on this Tuesday, 17th day of May 2022 at Kozhikode.

For NIT Calicut:

For MVR Cancer Centre & Research Institute:



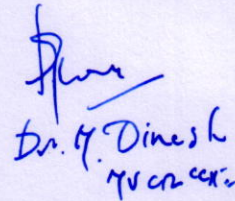
Prof. Prasad Krishna
Director

Dr. Narayanankutty Warriar
Medical Director



Witnesses (Name & address):

Cdr (Dr) Shamasundara
Registrar
NIT Calicut



Dr. H. Dinesh
MVR Cancer Centre