

MEMORANDUM OF UNDERSTANDING

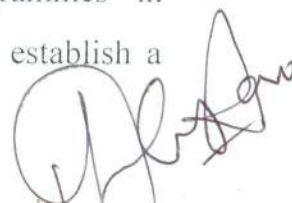
BETWEEN

MANGALORE UNIVERSITY, MANGALORE AND MANGALORE INSTITUTE OF ONCOLOGY, MANGALORE

This memorandum of understanding made on the 17th day of February 2016 between Mangalore University, Mangalagangothri, Karnataka (hereinafter referred to as Mangalore University) and Mangalore Institute of Oncology, Mangalore, Karnataka (hereinafter referred to as Mangalore Institute of Oncology) witnesseth as follows:

Preamble

Mangalore University is a public institution established by the Government of Karnataka to promote higher education and research activities. At present, Mangalore University is offering many post-graduate courses in science, commerce and arts and is also conducting research programmes in all these areas. Mangalore Institute of Oncology was established in the year 2010 to provide medical treatment to persons suffering from cancer by providing medical assistance through its expert professionals. Mangalore Institute of Oncology is also interested in initiating teaching and research activities related to cancer diagnosis and therapy. In addition to the on-going courses, Mangalore University is planning to start new post-graduate course in Medical Physics (M. Sc. in Medical Physics). This proposed course needs infrastructural facilities and professional expertise available in Mangalore Institute of Oncology for conducting internship and training programme of M. Sc. and research students. Mangalore Institute of Oncology is also interested in initiating teaching and research programmes in collaboration with Mangalore University. Therefore, to establish a



mutually beneficial relationship built on academic and scientific cooperation, Mangalore University and Mangalore Institute of Oncology wish to promote co-operation between the two institutions in education, training and research.

The Memorandum of Understanding (MoU) establishes the following

I. Scope of MoU

To establish a mutually beneficial relationship built on academic and scientific cooperation between **Mangalore University** and **Mangalore Institute of Oncology**.

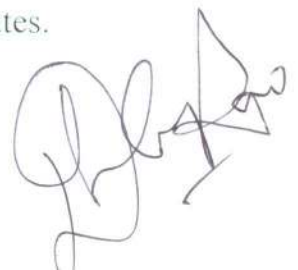
II. Period of MoU and its extension

This MoU becomes effective from the day the authorised representatives of both the institutions affix their signatures below, and will continue for an initial period of five years, whereupon it shall be reviewed and it may be extended by a mutual written agreement of both the institutions. This MoU may be revised through the mutual agreement of both the institutions. This MoU may be terminated by either party upon giving six months written notice with reasons for termination and signed by the Head of the Institution of the notifying party. In case of termination, the on-going internship/training program of the students shall not be affected and allowed to continue and complete the internship/training for the specified time.

III. Field of co-operation

Co-operation between the two institutions may be established within any field related to science and technology of mutual interest and in particular:

- i. Mutual co-operation and participation in teaching and training programmes conducted by both the institutes.



- ii. Using facilities available with both institutions for each other's students training and conducting practical classes.
- iii. Providing internship placement for M. Sc. Medical Physics students of Mangalore University.
- iv. Training of doctoral student and extension of each other's facilities for research
- v. Development of joint research activities.
- vi. Exchange of information, including the results of teaching and research collaboration.
- vii. Mangalore University will extend the affiliation to the courses proposed and applied by Mangalore Institute of Oncology for offering diploma and degree courses as per Mangalore University norms, after mandatory inspection and approval by statutory bodies.
- viii. Extension to other areas will be considered and made through appropriate amendments to the present MoU.

IV. Exchange of scientists/experts/faculty

- i. Mangalore University and Mangalore Institute of Oncology will participate in each other's teaching and training programmes.
- ii. Remuneration for taking theory and practical classes for students will be paid to experts/faculty by respective institutions as per their institutional norms.
- iii. Mangalore University will extend its research facilities to scientists of Mangalore Institute of Oncology.
- iv. Reciprocally, Mangalore Institute of Oncology will extend laboratory facilities to faculty and research students from Mangalore University for scientific research.



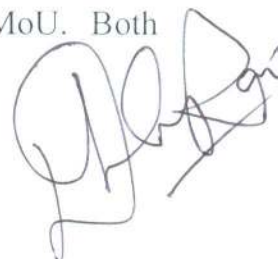
- v. Both the institutions agree to seek financial support for collaborative research programmes from appropriate funding agencies.

V. Intellectual property rights

Information on research results and scientific materials (reports, articles, books) will be exchanged freely keeping in mind the mutually agreed provision of Intellectual Property Rights. All intellectual property solely conceived and/or developed by Mangalore University during the course of this agreement shall be owned by Mangalore University. All intellectual property solely conceived and/or developed by Mangalore Institute of Oncology during the course of this agreement shall be owned by Mangalore Institute of Oncology. Intellectual property jointly conceived and/or developed by Mangalore University and Mangalore Institute of Oncology will be jointly owned by Mangalore University and Mangalore Institute of Oncology. Each party may use such property for research and scholarly purposes with prior information to other party and with their consent. Mangalore University and Mangalore Institute of Oncology agree to collaborate towards 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.

VI. Confidentiality

During the tenure of the MoU both Mangalore University and Mangalore Institute of Oncology will maintain strict confidentiality and prevent disclosure of all the information and data exchanged under the scope of this MoU for any purpose other than in accordance with this MoU. Both



Mangalore University and Mangalore Institute of Oncology shall bind their respective personnel who come into possession or knowledge of any confidential information not to disclose the same to third parties without written approval of the disclosing party or use such confidential information for any use other than intended under this agreement. Further both Mangalore University and Mangalore Institute of Oncology shall put in place adequate and reasonable measures to keep and store confidential information secure so as to prevent any unauthorized use.

VII. Research Publications

Research publications, arising out of collaborative research work shall be in the names of the investigators from both parties, with prior mutual consent of both parties. It will be suitably acknowledged that the work has been carried out jointly under the aegis of corresponding funding agencies.

VIII. MoU and its amendments

This MoU shall be the sole repository of terms and conditions agreed between the parties and no amendments thereof shall take effect or be binding on Mangalore University and Mangalore Institute of Oncology unless such amendment is mutually agreed by both the parties and is recorded in writing and signed by the authorised representatives of both the parties.

IX. Resolution of disputes

Any dispute or difference arising between the parties shall be resolved bilaterally by the Vice Chancellor, Mangalore University and Executive Director, Mangalore Institute of

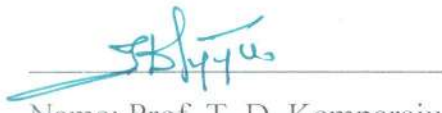


Oncology and the decision so arrived shall be final and binding on both parties of this MoU.

This MoU is made in three originals (Mangalore University keeps two originals and MIO will keep one original).

In witness whereof the parties hereto have executed this MoU through their authorised representatives.

For and on behalf of
Mangalore University

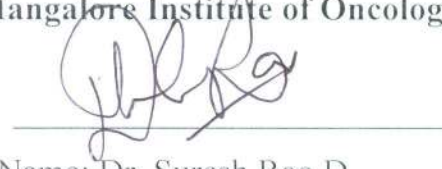


Name: Prof. T. D. Kemparaju

Designation: Registrar

Seal: **Registrar**
MANGALORE UNIVERSITY
MANGALAGANGOTRI - 574 199

For and on behalf of
Mangalore Institute of Oncology



Name: Dr. Suresh Rao D.

Designation: Executive Director

Seal: **For Mangalore Institute of Oncology Pvt. Ltd.**

Executive Director

Witness 1

Signature:

Name:

Designation:

Seal:



DR. H.M. SOMASHEKARAPPA
Professor
USIC, Mangalore University
Mangalagangothri-574199

Witness 1

Signature:

Name:

Designation:

Seal:



Dr M S Baliga

Scientist in Radiobiology



Witness 2

Signature:

Name:

Designation:

Seal:



DR. K. BHASKER SHENOY
Professor
Department of Applied Zoology
Mangalore University
Mangalagangothri-574199

Witness 2

Signature:

Name:

Designation:

Seal:



Durgadas Adappa

Public Awareness Officer



Place: Mangalagangothri

Date: 17.02.2016

