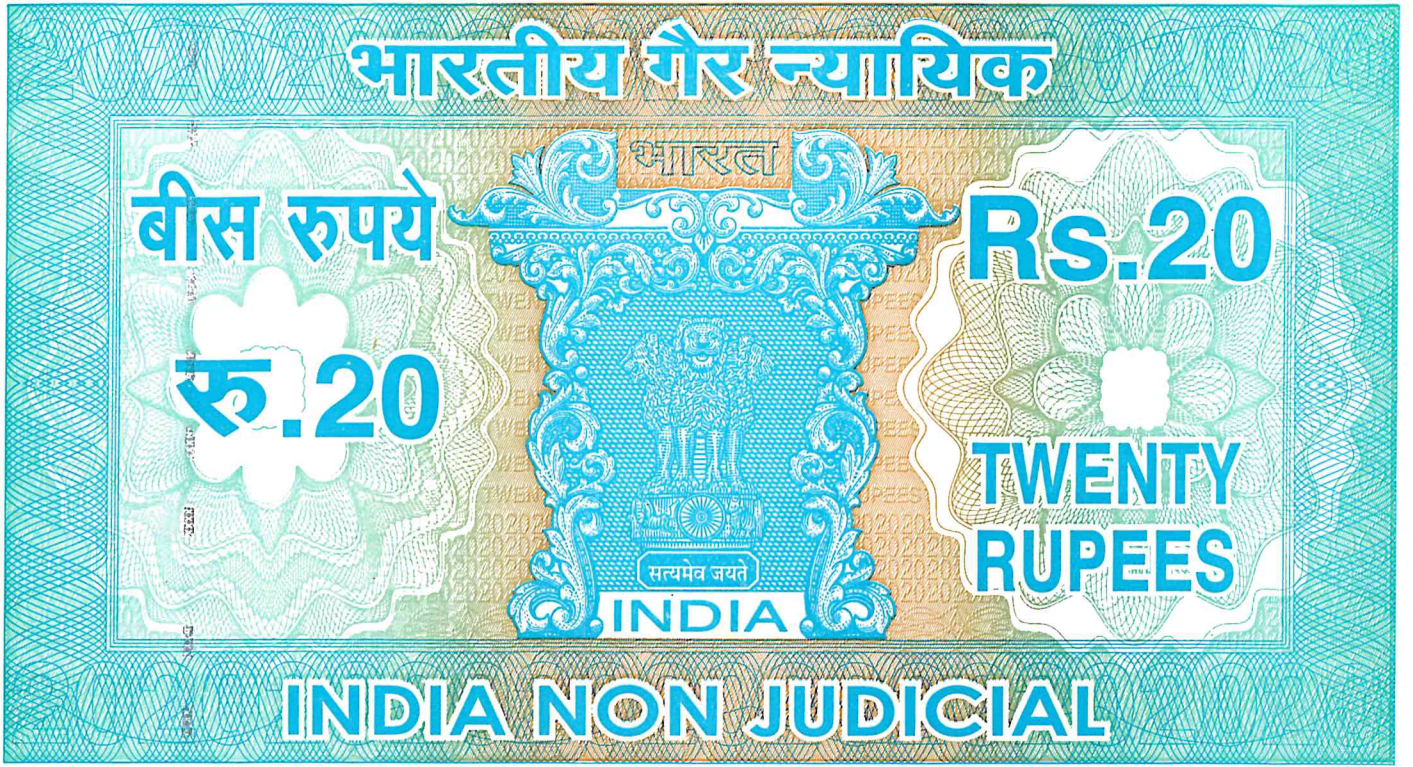


CRCMT



தமிழ்நாடு தமில்நாடு TAMIL NADU

09/01/23

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding, hereinafter 'MOU' is entered into on hereinafter 'Effective Date' by and between:

G.Rb
08AC 927027
G. ராமச்சாரி ராவ்
முத்திரை த்தாள விற்பனையாளர்
No. 7/V. R/2021
02.2023 to 02.2027
அடுக்கம்பாளையம், வேலூர் - 632 001.

Vellore Institute of Technology, established under Section 3 of the University Grants Commission (UGC) Act, 1956, a Centre of Excellence for Higher Technical Education, located at Vellore, Tamil Nadu, hereinafter referred to as 'VIT', represented by its **Registrar Dr. T. Jayabarathi**, which expression shall where the context so admits include its successors and permitted assigns, of the **FIRST PART**;

AND

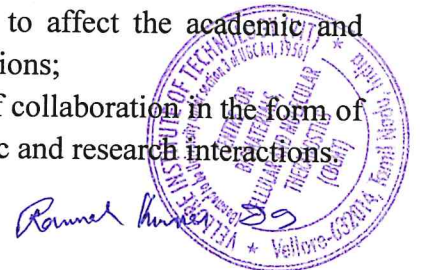
Apollo Cancer Institute, Hyderabad, a centre of excellence in cancer care located at 8-2-293/82/J-III, 553/1, Road No. 92, Jubilee Hills, Hyderabad, Telangana 500033, hereinafter referred to as 'Apollo' or 'ACI', represented by its **Director, Medical Services – Telangana Cluster Dr. Ravindra Babu A**, which expression shall where the context so admits include its successors and permitted assigns, of the **SECOND PART**;

VIT and ACI shall, hereinafter individually be referred to as 'Party' or 'Institution' and collectively as 'Parties' or 'Institutions'.

WHEREAS:

- The Parties intend to initiate cooperative effort between themselves to affect the academic and clinical interchange and sharing of information between the two institutions;
- The Parties are therefore desirous of entering into a formal statement of collaboration in the form of this Memorandum of Understanding (MoU) for the purpose of academic and research interactions.

Dr. A. RAVINDRA BABU
Director, Medical Services
Apollo Hospitals
Jubilee Hills, Hyderabad.



NOW, THEREFORE, it is agreed between the Parties that:

1. Areas of Collaboration

The primary objective of this MOU is to create a means of cooperative effort between Apollo Cancer Institute, Hyderabad and Vellore Institute of Technology to affect the academic and clinical interchange of academic and research information between the two Institutions. Apollo Cancer Institute and Vellore Institute of Technology will undertake joint research work in the areas of mutual interest described in detail in **Annexure A** herein, in accordance with the details of research work/Protocol described herein as **Annexure B**. For the purposes of this MoU and for the research work undertaken in pursuance hereof, the Institutions undertake to abide and adhere to the Applicable Laws.

Applicable Laws herein mean and imply laws, treaties, ordinances, judgments, decrees, injunctions, writs, orders and stipulations of any Court, arbitrator or governmental agency or authority and statutes, rules, regulations, orders and interpretations thereof of any national, state, local, municipal, regional, environmental or other governmental body, instrumentality, agency, authority, Court or other body having jurisdiction over the Parties, applicable to the Parties herein.

The Parties also undertake to comply with the procedures related to Good Clinical Practices required to be followed to conduct such research work as is contemplated between them, including but not limited to approvals from authorities such as Institutional Review Boards and Ethics Committee, as and when required.

Apollo Cancer Institute agrees to offer the following to Vellore Institute of Technology: -

- (i) Apollo Cancer Institute would be willing to donate Tissue Biopsy samples (RNA Lateral/All Protect Kit), Tissue sections (on poly-l-lysine coated and Paraffin embedded) and Saliva samples to Vellore institute of Technology which are usually collected with the informed consent of the patients.

Vellore Institute of Technology agrees to offer the following to Apollo Cancer Institute:

- (i) The samples obtained from Apollo Cancer Institute will not be distributed by the receiving party within VIT, or any other governmental or private institutions.
- (ii) The samples after appropriate use will be returned or discarded or eliminated as per the biohazard safety protocols.
- (iii) All research will be carried out as per the research protocol approved by the institutional review boards of both Apollo Cancer Institute and Vellore Institute of Technology.
- (iv) The concerned personnel of Apollo Cancer Institute and coordinating faculty members of VIT will formulate research projects and HRD plans for joint work with due approval of both the participating institutions.
- (v) The collaborative research study will be initiated after Ethics Committee approval of both the Institutions.
- (vi) The results of the tests will be shared with the Principal Investigator of ACI and will not be shared with the patients.
- (vii) In such joint projects between the two institutions, any resulting publications shall include authorship of the respective personnel of each institution in accordance with customary scientific parameters.
- (viii) The data will be shared between the two parties and will not be shared any third party without

mutual agreement.

- (ix) The IP if any will be shared proportionately between the two parties.
- (x) VIT will collaborate with ACI for any further research based on the outcome of the initial research.
- (xi) VIT will sponsor the study and cover the expenses for the conduct of the study.

2. Team

(i) **Lead Personnel**

The Lead Personnel on behalf of the Parties responsible for handling the undertaking herein shall be:

- (a) Dr. Raunak Kumar Das, Center of Biomaterials, Cellular and Molecular Theranostics, (CBCMT) for and behalf of VIT Vellore and
- (b) Dr. Arsheed Hakeem Senior Consultant, Head and Neck oncology Department, Apollo Cancer Institute, Hyderabad.

(ii) **Co-ordination Committee**

The following will constitute the coordination committee to monitor and review the collaborative programme between the two Institutions:

- (a) Dr. Geetha Manivasagam, Director, CBCMT, Vellore Institute of Technology, Vellore, or her Nominee
- (b) Dr. Arsheed Hakeem Senior Consultant, Head and Neck oncology department, Apollo Cancer Institute, Hyderabad.

(iii) **Co-ordinators**

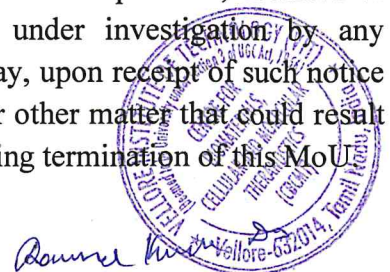
- (a) Dr. Raunak Kumar Das, Center of Biomaterials, Cellular and Molecular Theranostics, (CBCMT), Vellore Institute of Technology, Vellore.
- (b) Dr. Arsheed Hakeem Senior Consultant, Head and Neck oncology department, Apollo Cancer Institute, Hyderabad.

3. Warranties

The Institutions represent and warrant that the Team members, representatives, agents, personnel conducting the research work in pursuance of this MoU are fully qualified as medical practitioner under Applicable Laws and regulations and are fit to perform their obligations under this MoU. The Institutions represent and warrant that they shall not, in the course of performing the research work herein, use in any capacity the services of any person or entity who has been debarred, disqualified as a professional, or restricted by any national or international governmental or regulatory authority. The Institutions represent and warrant that none of their researchers, Team members, representatives, agents, personnel conducting the research work in pursuance of this MoU, are or have ever been debarred, disqualified, restricted, or banned from conducting the research work being contemplated herein or, are under investigation by any governmental authority for any such type of activity. The Institutions shall notify each other immediately if any such person becomes disqualified, debarred or restricted, or if the Institutions discover that any such person is under investigation by any governmental authority for any such type of activity. The Institutions may, upon receipt of such notice or otherwise becoming aware of any disbarment, threat of disbarment or other matter that could result in any such disbarment, make necessary alterations/modifications including termination of this MoU.

4. Payment Terms


DR. A. RAVINDRA BABU
Director of Medical Services
Apollo Hospitals
Jubilee Hills, Hyderabad



The Payment Terms for the research work undertaken in pursuance of the MoU herein shall be as according to the details mentioned herein **Annexure C**.

5. Term & Termination

This MoU shall come into effect from the Effective Date, initially for a period of five (5) years from the date of signing by both the Parties, which may be renewed if agreeable to the Parties.

This MoU can be terminated by either Party by giving six (6) months prior notice.

Consequences and Obligations on Termination

- (i) The Parties shall furnish each other an undertaking that all Confidential Information belonging to the other Party has been removed/deleted from their computer systems and / or any hard copies/files;
- (ii) The Parties shall cease and desist using any information and materials received during the subsistence of this MoU from the other Party or any part thereof in any manner whatsoever.
- (iii) The Parties shall decide the ownership of the Intellectual Property created, devised, developed during the course of the research work undertaken herein the MoU

6. Confidentiality

The Parties agree and undertake that they shall:

- (i) Hold the Confidential Information in strict confidence in accordance with the provisions hereof.
- (ii) Not disclose any Confidential Information to any third party, agent or affiliate, whether directly or indirectly, for any purpose whatsoever, except as expressly permitted under this MoU, without the prior written approval of the Disclosing Party.
- (iii) Not use the Confidential Information, whether directly or indirectly, for any purpose(s) whatsoever, except as expressly permitted under this MoU.
- (iv) Protect the Confidential Information by using the highest degree of care and highest security precautions, to prevent the unauthorized use, dissemination, or publication of the Confidential Information.
- (v) Take all necessary actions to impose the Confidentiality obligations on all its directors, officers, employees, agents and/ or any other persons who work for the party or are under its direct or indirect control and direction and who shall have access to such Confidential Information. In any event, the Recipient shall be responsible for any breach of the terms of this MoU by any of its directors, officers, employees and/ or any of its representatives.
- (vi) Return all originals, copies, reproductions and summaries of Confidential Information in its control as and when requested by the Disclosing Party or as per the terms of this MoU.
- (vii) Notwithstanding any other provision of this Clause, Recipient may disclose the terms of this MoU (other than Confidential Information of a technical nature) to its solicitor, accountant, insurer and auditor or as may be required by any statutory body or governmental authority having jurisdiction over the Disclosing Party.
- (viii) Confidential Information may include, reports, studies, findings, inventions, ideas, data, know-how, formulae, processes, designs, sketches, plans, specifications, personal data or information, including sensitive personal data or information. To the extent practical, Confidential information shall be disclosed in documentary or tangible form marked "Proprietary" or "Confidential". In case of disclosures in non-documentary form orally or visual inspection, the Discloser shall have the right, or if requested in writing by the Recipient in advance of the disclosure, the obligation to confirm in writing the fact and general nature of each disclosure. Confidential Information shall not be deemed to mean and include any information that (i) is or

becomes generally available to or known to the public other than as a result of a breach of this MOU, (ii) was within the Recipient's possession prior to its being furnished to it by or on behalf of the Disclosing Party pursuant hereto, (iii) becomes available to the Recipient on a non-confidential basis from a source other than the Disclosing Party or any of its representatives, and in the case of (ii) and (iii) the source of such information was not bound by a confidentiality agreement with or other contractual, legal or fiduciary obligation of confidentiality to the Disclosing Party or any other party with respect to such information.

- (ix) If the Recipient or any of its permitted affiliates, successors, group companies, subsidiaries and assigns believe that it will be compelled by a Court or other authority to disclose any Confidential Information, it agrees and undertakes to give the Disclosing Party, prompt and timely written notice so as to allow the other Party to take steps to oppose such disclosure, but in any event the Recipient shall not be prohibited from complying with such requirement.

Action on Breach

- (i) The Recipient shall notify the Disclosing Party, immediately upon discovery of any breach of its obligations under this MOU and shall co-operate in every reasonable way to help the Disclosing Party in taking steps to regain possession of the Confidential Information and to prevent further disclosure.
- (ii) The Disclosing Party shall be entitled, without waiving or limiting any other rights in laws or remedies to seek such injunctive or equitable relief as may be deemed proper by a Court of competent jurisdiction.
- (iii) The provisions of this Clause and the Parties' obligations hereunder shall survive the expiration or termination of this MoU for any reason whatsoever for a period of 7 years after the expiration or termination of this MoU.

7. Intellectual Property Rights

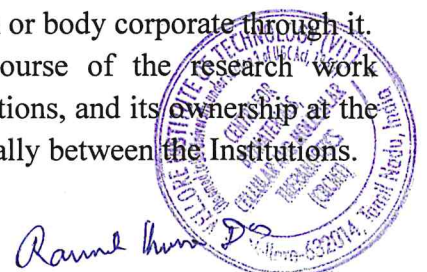
Intellectual Property shall mean and include any patent, patent application, copyright, moral right, business names, trade name, trademark, service mark, registered designs, trade secret, goodwill and any applications or right to apply for registration therefore, internet domain names, logos, designs, slogans, and general intangibles of like nature, computer software programs or applications, know-how, proprietary processes, formulae, algorithms, integrated circuit, topographies or any other intellectual property right available at present and/ or in future, whether registered or unregistered, and includes rights to apply and any amendments/ modifications, renewals thereto and any other similar rights in India and in any other country.

Any Intellectual Property Rights shared during the term of this MOU, by the Parties with the other Party, shall remain the property of the Party owning the same. No rights, unless explicitly agreed to, in this regard, shall lie with the other Party merely for the reason that the same have been shared for the purposes herein. The Parties hereby declare that they shall not except, with due permission from the other Party as provided in this Agreement:

- (i) Use the Intellectual Property Rights shared with them on their own account or otherwise or for any other purpose other than those explicitly mentioned herein.
- (ii) Permit the use of its Intellectual Property by any other person, firm or body corporate through it. Any intellectual property created, devised, developed during the course of the research work undertaken herein the MoU shall remain the joint property of the Institutions, and its ownership at the time of Termination of the MoU shall be, as per the decision taken mutually between the Institutions.


Dr. A. RAVINDRA BABU
Director of Medical Services
Apollo Hospitals

Page 5 of 10



8. Publications And Presentations

Any publication of the information related to the research work undertaken herein by the Institutions shall be made only in complete compliance with the provisions contained herein and in accordance with the disclosure of Confidential Information required in the MoU. The Institutions shall provide each other with an advance copy of any proposed publication or oral presentation at least sixty (60) days prior to the planned date of submission or presentation and the Institution receiving the same shall have sixty (60) days to review the proposed publication. Parties may request in writing, and they shall agree to, (a) the deletion of any Confidential Information, (b) any reasonable changes requested, or (c) a delay of such proposed submission for an additional period, not to exceed ninety (90) days, in order to protect the potential patentability of any technology described therein. The Parties shall be entitled to receive in any such publication an acknowledgement of their involvement in the Study.

Neither Party shall use the other Party's name, nor issue any public statement about this Agreement, or publish any information about the Study, without the prior written permission of the other Party except as required by law. Such prior permission shall not be unreasonably withheld. The Parties agree that for the purposes of their reporting obligations, they may identify each other and the amount of monetary contribution received for the research work undertaken herein, but it shall not include in such report any information which identifies the name of the procedure or the therapeutic areas of the research work.

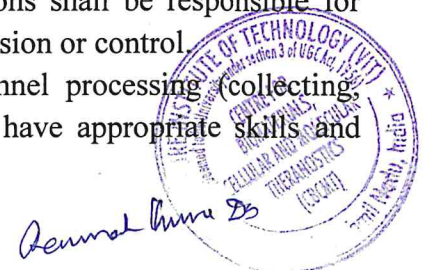
9. Specimens

Any specimens from human subjects taken for the purposes of research work undertaken herein must be destroyed, discarded or eliminated as per the biohazard safety protocols or returned to the Institution which has collected the same for destruction, once the specific analyses are performed. If the specimens are not returned to the said Institution which has collected the same, the other Institution must certify in writing the destruction of the specimens.

10. Data Protection & Privacy

- (i) The Parties hereby agree and undertake that they shall obtain all necessary consents in writing from all the participants and researchers participating in the research work concerning *inter alia* their Personal Data, for administrative/ study management and any other purpose required by law in accordance with Applicable Laws. The participants and researchers shall also be informed regarding the usage of the data received from them, and any withdrawal of the consent or opposition to the use of their Personal Data shall also be considered and updated. Personal Data (meaning and including any information that relates to a natural person, which, either directly or indirectly, in combination with other information available or likely to be available with a body corporate, is capable of identifying such person) can be processed by (including transferred to) *inter-se* between them, third-parties and regulatory authorities in each case within or outside the country where such data originates. All such parties shall however apply adequate privacy safeguards to protect such Personal Data.
- (ii) Processing of participants and researchers Personal Data shall be performed by the Institutions and their authorized persons on the need-to-know basis. Institutions shall be responsible for managing access to such data provided the details are in their possession or control.
- (iii) The Institutions shall ensure their representatives, agents, personnel processing (collecting, receiving, possessing, string, dealing or handling) Personal Data have appropriate skills and training to handle Personal Data and maintain its confidentiality.

Dr. A.  LAKSHINDRA BABU
Director of Medical Services
Apollo Hospitals



- (iv) In case there arises a need of disclosure to any third-party which includes Personal Data, the third party receiving the data must have a valid ground under Applicable Laws to receive and process such data. Data may be disclosed where required by Applicable Law or when requested by a data protection authority. It must also be verified that such third-party has its privacy policy analogous to the privacy policy of the Institutions.
- (v) The Institutions shall implement appropriate administrative, technical and physical security measures to protect Personal Data using current industry best practices taking into consideration the state of the art of applicable technologies.
- (vi) The Institutions shall comply with any instructions regarding the coding of research data issued in accordance with Applicable Laws and best practice.
- (vii) The Institutions shall maintain procedures to detect and respond to a Data Security Breach, as defined under Applicable Law. The Institutions shall notify each other immediately in writing of any Data Security Breach, related to the processing of the research data, without undue delay, but in no event later than five (5) days from the date of discovery of such breach. The Institutions, shall reasonably cooperate to remediate a Data Security Breach and liaise with each other before reporting a Data Security Breach to the relevant authority.
- (viii) Retention of data: Personal data will be kept only for the period necessary to fulfil the purposes of the collection unless a longer retention period is required or permitted by Applicable Laws.

11. Severability

If any provision of this Agreement is held illegal, invalid or unenforceable by a court of law, the remainder of this Agreement shall not be affected thereby.

12. Waiver

Failure to insist upon compliance with any of the terms and conditions of this Agreement shall not constitute a general waiver or relinquishment of any such terms or conditions, and the same shall remain at all times in full force and effect.

13. Independent Relation

Nothing contained herein shall be deemed to create any joint venture or relationships of principal and agent or master and servant, or employer and employee between VIT and ACI or provide either Party with the right, power or authority, whether expressed or implied, to create any such duty or obligation on behalf of any of them. The Parties, their employees, personnel, agents, or any other person shall have no authority/right to bind the other Party in any manner.

14. Force Majeure

Neither Party shall be responsible for any default under this Agreement by reason of strikes, riots, hostilities, wars, fire, acts of terrorism, acts of God, death of Investigator, or any other cause beyond its reasonable control.

15. Entire Agreement

This Agreement constitutes the entire agreement and final understanding of the Parties with respect to the subject matter hereof and supersedes and terminates all prior and/or contemporaneous understandings and/or discussions between the Parties, whether written or verbal, express or implied, relating in any way to the subject matter hereof. This Agreement may not be altered, amended, modified or otherwise changed in any way except by a written agreement, signed by all Parties.

Dr. A. RAJENDRA BABU
 Director of Medical Services
 Apollo Hospitals
 Jubilee Hills

Ramal Kumar
 16/12/2014
 16778-632074

16. Indemnity

The Parties agrees to indemnify, keep indemnified and save harmless each other against all claims, demands, damages, losses, expenses, suits or proceedings made against, incurred, or suffered in connection with, resulting from or arising out of (whether or not involving a third-party claim) the material breach by them or by any of their representatives, agents, personnel, for the representations, warranties, covenants, undertakings and obligations made under this MoU.

17. Precedence

The detailed research work including any amendments thereto constitutes an integral part of this Agreement. In case of any inconsistency between this Agreement and the detailed research work/ Protocol, the Protocol shall take precedence on matters of medicine, science and conduct of the research work; otherwise, the terms of this Agreement shall prevail.

18. Assignment

Neither Party shall assign nor transfer any of their rights or interest or benefits under this MoU without the prior written consent of the other Party.

19. Resolution of Disputes

- (i) All disputes under this MoU shall be referred to arbitration under the Arbitration & Conciliation Act, 1996 (or any amendments thereof).
- (ii) The Parties shall with mutual consent appoint an arbitrator, who shall preside over the arbitration. The place of such arbitration shall be Chennai. It is expressly stated that the Courts of Chennai shall have the exclusive jurisdiction with respect to matters relating to the arbitration including the enforcement of awards and injunctive relief.
- (iii) Awards relating to any dispute shall be final and binding on the Parties to such dispute as from the date they are made. The Parties agree and undertake to carry out any decision or award of the arbitrator relating to such dispute without delay and further agree that there will be no appeal to any court of law or other judicial authority.
- (iv) The language of arbitration shall be English. The arbitrator shall give a reasoned decision or award.

20. Governing laws and Jurisdiction

This MoU shall be governed by, and construed in accordance with the laws of India.

21. Notices

Any notice with respect to any subject-matter relevant herein shall be sent to the respective Parties on the addresses mentioned below:

To VIT: ALM-403, CBCMT Department, Vellore Institute of Technology, Vellore, Tamil Nadu

To ACI:

In witness whereof, the Parties here to cause this instrument to be executed as of the day, month, and the year indicated below.

For, Vellore Institute of Technology, Vellore

For, Apollo Cancer Institute, Hyderabad

Dr. A. RAVINDRA BABU
Director of Medical Services
Apollo Hospitals



T. Jayar

Dr. T. Jayabarathi

REGISTRAR

Vellore Institute of Technology (VIT)
(Deemed to be University under section 3 of UGC Act, 1956)

Registrar, VIT Vellore-632 014, Tamil Nadu, India



Raunak Kumar Das

Dr. Raunak Kumar Das

Assistant Professor

Sr. grade 1 CBCMT, VIT

Arsheed

Dr. Arsheed Hakeem,



Senior Consultant, Apollo Cancer Institute,

Hyderabad

Dr. ARSHEED HUSSAIN HAKEEM

MS (ENT), FHNS

Consultant Surgical Oncology (Head & Neck)

Regd. No: APMC/FMR/88538

Apollo Hospitals, Jubilee Hills, Hyd-96.

Ravindra

Dr. Ravindra Babu A

Dr. A. RAVINDRA BABU

Director - Medical Services
Apollo Hospitals

Jubilee Hills, Hyderabad.

Jubilee Hills, Hyderabad

Witness:

Signature: _____

Anjaneyulu

Name: Dr. Anjaneyulu Udduttulla

Signature: _____

Praveen

Name: Dr. Praveen Kumar

Residential Address: ALM 403, CBCMT
Department, Vellore Institute
of Technology, Vellore

Signature: Priyanka

Name: Dr. Priyanka Srivastava

Residential Address: Room No. 129,

Hexagon Building (SMV), SBST

Vellore Institute of Technology, Vellore

Residential Address: B-51, film, Apollo Hosp
nagar, Jubilee hills,
Hyderabad, T.S

Signature: Nishitha

Name: Dr. NISHITHA RAO

Residential Address: NIHAR CHAMBERS

Room - 14, JUBILEE HILLS

HYDERABAD.

he

Dr. A. RAVINDRA BABU
Director of Medical Services
Apollo Hospitals
Jubilee Hills, Hyderabad.