



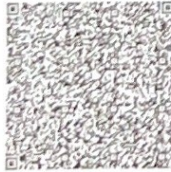
सत्यमेव जयते

INDIA NON JUDICIAL

Chandigarh Administration

e-Stamp

Certificate No. : IN-CH48031028556051W
Certificate Issued Date : 26-Feb-2024 09:59 AM
Certificate Issued By : chdimpleu
Account Reference : NEWIMPACC (GV)/ chspicg07/ E-SAMPARK SEC-23/ CH-CH
Unique Doc. Reference : SUBIN-CHCHSPICG0793932214563672W
Purchased by : BABU RAM
Description of Document : Article 5 Agreement or Memorandum of an agreement
Property Description : Not Applicable
Consideration Price (Rs.) : 0
(Zero)
First Party : PANJAB UNIVERSITY CHANDIGARH
Second Party : HBCH AND RC PUNJAB
Stamp Duty Paid By : PANJAB UNIVERSITY CHANDIGARH
Stamp Duty Amount(Rs.) : 100
(One Hundred only)



Please write or type below this line

Yam
26/2/24
Registrar
Rajab University
Chandigarh

Gul
26/02/2024
Director
Homi Bhabha Cancer Hospital
& Research Centre, Mullanpur
Medicity, Mohali, Punjab-140901

0032565764

Statutory Alert:

1. The authenticity of this Stamp certificate should be verified at 'www.shcilestamp.com' or using e-Stamp Mobile App of Stock Holding. Any discrepancy in the details on this Certificate and as available on the website / Mobile App renders it invalid.
2. The onus of checking the legitimacy is on the users of the certificate.
3. In case of any discrepancy please inform the Competent Authority.

Memorandum of Understanding (MOU)

Between

Panjab University, Chandigarh

And

Homi Bhabha Cancer Hospital & Research Centre, Punjab

For

Academic Collaboration

This MOU is arrived at this 26/02/2024 DD/MM/YYYY

Between

Panjab University, Chandigarh, through its Authorized Signatory Prof Y.P. Verma, Registrar, hereinafter referred to as "PU", 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, through its Authorized Signatory Dr. (Prof.) Ashish Gulia, Director, hereinafter referred to as "HBCH&RC 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**;

"The PU" and "the HBCH & RC, Punjab are hereinafter, collectively referred to as the 'Parties' and individually as the 'Party'.

Whereas


- Panjab University (PU) is an Indian public university located in Chandigarh, established under the Panjab University Act VII of 1947.

- The Panjab University is one of the leading Universities committed to provide quality education in many fields of knowledge such as Engineering, Management, Pharmacy, Allied Health Sciences, Law and such other disciplines

And

- Homi Bhabha Cancer Hospital & Research Centre, Punjab stands for the both of the units of Tata Memorial Centre, Mumbai functioning in the state of Punjab i.e, Homi Bhabha Cancer Hospital at Sangrur and another is Homi Bhabha Cancer Hospital & Research Centre at Mullanpur, New Chandigarh, Punjab. Both of the centers are functioning with an aim to provide world class cancer care facilities to the patients of this region with an affordable rate. Both the centers will also have immense contribution in the field of Education and Research as per the ethos of Tata Memorial Centre, Mumbai (an autonomous body under the administrative control of Department of Atomic Energy,


Registrar
Panjab University
Chandigarh


Director
Homi Bhabha Cancer Hospital
& Research Centre, Mullanpur
Medicity, Mohali, Punjab-14090

Government of India)

- For the mutual benefit of each other, both the Parties are interested to collaborate in more than one way,

Therefore

- The scope of joint collaboration between the parties shall be to evolve academic and research interaction with each other and to impart state-of-art training for the benefit of students from available resource and facilities in both the institutes.
- 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, and;

1. Objectives

- i. Academic Collaboration
- 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 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. Financial Liability

There shall not be any financial liability on the part of both the parties i.e Panjab University and HBCHRC.

4. Term and Termination

- i. The MOU shall come into force immediately upon its signing by the parties (from the date of signing). 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 three (3) months period without jeopardizing the ongoing collaborative undertakings, i.e. to say that the implementation and/or continuance of programmes or project established pursuant to this MOU prior to the effective date of termination shall not be affected by the termination of this MOU.

Jan 26/2025
Registrar
Panjab University
Chandigarh

Gulab
Director
Homi Bhabha Cancer Hospital
& Research Centre, Mullanpur
Medicity, Mohali, Punjab-140901

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.

6. Intellectual Property Rights

The Intellectual Property Rights of the respective Parties shall continue to remain with them. Intellectual Property/ies (related to publications, patents, product development) that may come about in the course of execution of collaborative project(s) between both parties will be the joint property unless otherwise mentioned clearly in project proposals or project specific MoUs.

7. Confidential Information

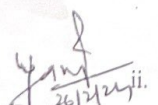
The terms of this MoU are considered confidential and except as required by law, shall not be disclosed to any party other than the two participating parties without the prior express written consent of the parties.

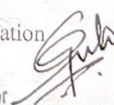
8. Force Majeure

- 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.

9. 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.


26/12/21
Registrar
Panjab University
Chandigarh


Director
Homi Bhabha Cancer Hospital
& Research Centre, Mullanpur
Medicity, Mohali, Punjab-140901

- iii. Details of first SPOC from either Party are as below:

From Panjab University Chandigarh:

Name: Dr Vijayta D Chadha
Designation: Chairperson, Centre for Nuclear Medicine
Email ID: coordnucmed@pu.ac.in
Mobile No.: 09855075079

From Homi Bhabha Cancer Hospital & Research Centre, Punjab:

Name: Dr. Rahatdeep Singh Brar
Designation: Professor (Radio-Diagnosis)
Email ID: brar.rahmat@gmail.com
Mobile No.: 9878817737

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

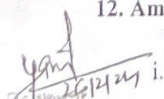
10. Governing Law

- 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 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.

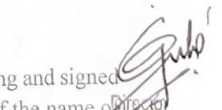
11. Dispute Resolution

- 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 make an attempt first to resolve the same by discussion or mediation. However, if the Parties hereto 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 proceedings shall be English. The seat or place of arbitration shall be Chandigarh, India. The cost of the Arbitration proceedings shall be shared equally by both the parties. Arbitral award shall be acceptable to both the Parties.

12. Amendment:


Registrar
Panjab University
Chandigarh

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.


Homi Bhabha Cancer Ho
& Research Centre, Mulla
Medicity, Mohali, Punjab-1.

13. Execution:

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

<p>FOR PANJAB UNIVERSITY CHANDIGARH</p> <p><i>[Signature]</i> 26/2/24 Registrar Panjab University Chandigarh</p> <p>PROF. Y P VERMA REGISTRAR</p>	<p>FOR HOMI BHABHA CANCER HOSPITAL & RESEARCH CENTRE, PUNJAB</p> <p><i>[Signature]</i> 26/02/2024 Director Homi Bhabha Cancer Hospital & Research Centre, Mullanpur Medicity, Mohali, Punjab-140901</p> <p>DR. ASHISH GULIA DIRECTOR</p>
<p>Panjab University, Chandigarh Sector 14, Chandigarh</p>	<p>HOMI BHABHA CANCER HOSPITAL & RESEARCH CENTRE, PLOT NO.1 MEDICITY, MULLANPUR, NEW CHANDIGARH, PUNJAB</p>
<p>In the presence of:</p> <p>1. Prof. Harshdeep Singh 26/2/24</p> <p>2. Dr. Vijayendra D Chawla 26/2/24</p>	<p>In the presence of:</p> <p>1. Dr. Rajatdeep Singh Bawa</p> <p>2. Dr. Vikram Singh</p>