

## **Details of the Collaborative Activities under Functional MoUs/linkages**

**Collaborating Institute:** Cancer Research Malaysia

**Month and Year of MoU:** May 2017

**Activities:**

Collaborative initiative to research and development of new oncology products, biomarkers, cancer therapies and promotion for better understanding cancer.

Delivered a talk on cancer immunotherapy on 22<sup>nd</sup> May 2017

1. Building resources for Head and Neck research in Malaysia” -Prof. Dr. Cheong Sok Ching
2. Cancer Immunotherapy Program in Cancer Research Malaysia”- by Dr. Lim Kue Peng

ATTESTED

Dr. Mangadhara Somayaji K S  
Registrar  
Yenepoya (Deemed to be University)  
University Road, Deralakatte  
Mangalore 575 018, Karnataka.



Dr. Rekha PD Dy. Director, YRC <dydirectoryrc@yenepoya.edu.in>

## MoU between Yenepoya University and Cancer Research Malaysia

Deputy Director YRC <dydirectoryrc@yenepoya.edu.in>  
To: Principal <principalydc@yenepoya.edu.in>

Tue, Aug 21, 2018 at 11:58 AM

----- Forwarded message -----

From: Deputy Director YRC <dydirectoryrc@yenepoya.edu.in>  
Date: Wed, Mar 28, 2018, 5:09 PM  
Subject: MoU between Yenepoya University and Cancer Research Malaysia  
To: <soohwang.teo@cancerresearch.my>, <mannilthomasabraham@gmail.com>  
Cc: Sripathi Rao <principalydc@yahoo.com>

Dear Dr. Soo Hwang,

Greetings from Yenepoya Univeristy,

It was a long time since you visited Yenepoya University and signed an MoU with us for possible joint venturers in academia and research.

In view of strengthening the ties between the two organizations, our team is planning to visit your organization to explore and discuss about joint projects of mutual interest.

Please let me know your convenience and availability for the same so as to schedule the visit.

Thank you and regards

**Dr. Rekha P.D.**  
Professor & Deputy Director  
Yenepoya Research Center |Yenepoya University  
University Road | Deralakatte | Mangalore 575018 | Karnataka | India  
Tel: +91 824 2203943 ext.2052| Mobile:9741501821  
Website: <http://yenepoyaresearch.edu.in/> [www.yenepoya.edu.in](http://www.yenepoya.edu.in)

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**Dr. Mangadhara Somayaji K S**  
Registrar  
Yenepoya (Deemed to be University)  
University Road, Deralakatte,  
Mangalore 575 018, Karnataka.

## MoU signing program on 22 May 2017

Research YRC <research@yenepoya.edu.in>

Thu 18/05/2017 03:59 PM

To: Dr. Rekha P D <rekhapd@hotmail.com>; Dr.K.K. Acharya <kka1953@gmail.com>; yash bhandary <yash28bhandary@gmail.com>; Bipasha Bose <bipasha.bose@gmail.com>; sudhir shenoy <shenoy2000@yahoo.com>; kishor kumar Keekan <keekank@gmail.com>; R Shyama Prasad Rao <drsprao@gmail.com>; prasad Sudhakara <ksprasadnair@yahoo.com>; Renjith Johnson <pjrenjithres@gmail.com>; Divya Lakshmanan <divyalmangalath@gmail.com>; Ashwini Prabhu <ashwinibiosciences@gmail.com>; suparna laha <lahasuparna@gmail.com>; Keshava Prasad <tskprasad@gmail.com>; Harsha Gowda <harsha@ibioinformatics.org>; Aditi Chatterjee <aditi@ibioinformatics.org>; Sneha Pinto <sneha@ibioinformatics.org>; Yashwanth Subbannayya <yashwanth.subbannayya@gmail.com>; Pratigya Subba <psubba09@gmail.com>; Sailu Yellaboina <bio.sailu@gmail.com>; Sreekala Nair <sreekalanair75@gmail.com>  
Cc: bhagwatharun <bhagwatharun@hotmail.com>

Dear Sir/ Madam,

A MoU signing program has been scheduled on Monday, 22 May 2017.

Professor Dr. Cheong Sok Ching and Dr Lim Kue Peng from Cancer Research Malaysia will be attending.

Professor Dr. Cheong Sok Ching is group leader of the oral cancer team at Cancer Research Malaysia, Malaysia and adjunct professor in the department of oral and maxillofacial surgery at the University of Malaya, Malaysia.

Dr Lim Kue Peng, has approximately 8 years of experience working on immunotherapy in Cancer Research Malaysia.

All are requested to make it convenient to attend both the interaction session and the MoU signing Ceremony.

Program schedule for MoU signing on 22<sup>nd</sup> May 2017

9:30 am – 10:45 am : Interaction session at seminar hall, YRC

MoU signing Ceremony in Auditorium, 5<sup>th</sup> Floor, Yenepoya Dental college

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Registrar  
Yenepoya (Deemed to be University)  
University Road, Deralakatte  
Bengaluru 560 018, Karnataka.


- 11:00 am - 11:10 am : Invocation, welcome address- Dr. B.H Sripathi Rao, Dean, Yenepoya Dental College,
- 11:10 am - 11:15 am: Introduction about Yenepoya Research Centre, Yenepoya University by Dr. Vijaya Kumar, Vice Chancellor
- 11:15 am - 11:20 am: Introduction about Head and Neck cancer team, Cancer Research Malaysia-Prof. Dr. Cheong Sok Ching
- 11:20 am - 11:30 am: Signing of MoU
- 11:30 am - 12:00 pm: "Building resources for Head and Neck research in Malaysia" -Prof. Dr. Cheong Sok Ching
- 12:00 pm - 12:30 pm: "Cancer Immunotherapy Program in Cancer Research Malaysia"- by Dr. Lim Kue Peng
- 12:30 pm - 12:35 pm: Vote of Thanks by Dr. Shyam Bhat

Best Regards

Dr Arun A B

**Yenepoya University | University Road, Deralakatte | Mangalore 575018 | Karnataka | India**

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Dr. Angadhara Somayaji K S  
Registrar  
Yenepoya (Deemed to be University)  
Deralakatte  
Mangalore 575 018, Karnataka.

*Bit*  
*12/6/11*  
*Sugale*

DATED THIS 22<sup>th</sup> DAY OF May 2017

BETWEEN

**CANCER RESEARCH MALAYSIA**  
(Company No. 510087-M)

AND

**YENEPOYA UNIVERSITY**

Recognised under section 3 (A) of the UGC Act 1956

Vide Notification No. F.9.11/2007.U.3 (A)

Dated 27/02/2008

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**MEMORANDUM OF UNDERSTANDING**

---

*copy to:-*  
*NAAAC office*

**ATTESTED**  
*[Signature]*

Dr.Gangadhara Somayaji K.S.  
Registrar  
Yenepoya(Deemed to be University)  
University Road, Bejalakotte  
Mangalore- 575 016, Karnataka

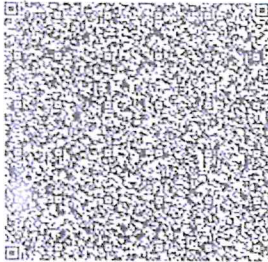


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Purchased by : YENEPOYA UNIVERSITY  
Description of Document : Article 12 Bond  
Description : M O U  
Consideration Price (Rs.) : 0  
(Zero)  
First Party : CANCER RESEARCH MALAYASIA  
Second Party : YENEPOYA UNIVERSITY  
Stamp Duty Paid By : YENEPOYA UNIVERSITY  
Stamp Duty Amount(Rs.) : 100  
(One Hundred only)



*(Handwritten signature)*

-----Please write or type below this line-----

This Memorandum of Understanding (hereinafter referred to as "MOU") is made on this 22th day of May 2017

BETWEEN

(1) **CANCER RESEARCH MALAYSIA** (Company No. **510087-M**), a company limited by guarantee incorporated under the laws of Malaysia, with its address at Subang Jaya Medical Centre, No. 1, Jalan SS12/1A, Subang Jaya,

MOU between YENEPOYA UNIVERSITY & CRM.

**ATTESTED**  
*(Handwritten signature)*  
Dr. Gangadhara Somayaji K.S.  
Registrar  
Yenepoyal Deemed to be University  
University Road, Deralakatte  
Mangalore- 575 018, Karnataka

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Selangor Darul Ehsan (hereinafter referred to as "CRM"). CRM is a non-profit organization which carries out research in relation to cancer.

AND

- (2) **YENEPOYA UNIVERSITY**, a private deemed university, recognised under section 3 (A) of the UGC Act 1956 with its address at Yenepoya University, Nithyananda Nagar, University Road, Deralakatte, Mangalore, Karnataka, Pin Code:575018, India. YENEPOYA University is a private deemed university which carries out treatment and research in relation to cancer and other diseases.

(Unless expressly stated otherwise, both CRM and Yenepoya University shall hereinafter collectively be called as "the Parties" and individually as "Party".)

**WHEREAS:**

- A. CRM is involved in cancer research activities including but not limited to development of new cancer therapies, development of new cancer biomarkers, development of new cancer counselling centres and promotion for better understanding of cancer.
- B. YENEPOYA UNIVERSITY is involved in the treatment and research in relation to cancer and other related diseases.
- C. The Parties are desirous to collaborate with each other in the development of new oncology products and in promotion of better understanding of cancer as may be mutually agreed upon in writing by the Parties (hereinafter the aforesaid proposed collaboration is referred to as "**the Proposed Project**").
- D. To facilitate further discussions between the Parties and the exchange of confidential and sensitive information relating to the Proposed Project, the Parties have agreed to execute this MOU to govern matters between them.

**IT IS EXPRESSLY UNDERSTOOD AND AGREED THAT** this MOU (and all discussions between the Parties and their representatives regarding the subject matter of this MOU and/or the Proposed Project) are subject to the Definitive Agreement(s) (hereinafter referred to in Article 3 of Part One of this MOU) and that nothing in this MOU (except Part Two of this MOU below) shall constitute a legally binding obligation on any/either of the Parties to it.

**Part One** of this MOU sets out the non-binding key terms of the proposed participation by the Parties to this MOU in relation to the collaboration between CRM and YENEPOYA UNIVERSITY in the Proposed Project (hereinafter referred to as the "Proposed Collaboration").

MOU between YENEPOYA UNIVERSITY & CRM

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**Part Two** of this MOU sets out those provisions which are intended by the Parties to be legally binding on them from the date of this MOU.

**PART ONE**  
**NON-BINDING KEY TERMS OF THE PROPOSED COLLABORATION**

**1. General Vision**

1.1 The vision behind this MOU is for the Parties to collaborate with each other in the research and development of new oncology products and in promotion for better understanding of cancer, focusing on head and neck cancers.

**2. Non-binding Key Terms**

2.1 Some of the non-binding key terms which CRM and YENEPOYA UNIVERSITY intend to be incorporated in the scope of the Proposed Project include, without limitation, the following:-

- (a) development of new cancer therapies;
- (b) development of new biomarkers; and
- (c) promotion for better understanding of cancer.

2.2 The Proposed Project is subject to, amongst other things, the results of due diligence conducted by CRM being satisfactory to CRM's Senior Management approval, CRM's Board of Directors' approval, CRM's shareholders approval (if required), the results of due diligence conducted by YENEPOYA UNIVERSITY being satisfactory to YENEPOYA UNIVERSITY's Senior Management approval, YENEPOYA UNIVERSITY's Board of Directors' approval, YENEPOYA UNIVERSITY's shareholders approval (if required), the relevant authorities' approval (if required) and the Definitive Agreement(s) (as hereinafter defined) contemplated in relation to the Proposed Project being entered into between CRM (or CRM related entity) and YENEPOYA UNIVERSITY on the terms and conditions acceptable to CRM and YENEPOYA UNIVERSITY.

**3. Definitive Agreement(s)**

3.1 During the Term (as hereinafter defined), CRM and YENEPOYA UNIVERSITY will endeavour to negotiate with each other in good faith on the structure of the Proposed Project and will endeavour to negotiate to enter into definitive formal written agreement(s) (hereinafter referred to as "**Definitive Agreement(s)**") in the form and upon such terms and conditions to be



mutually agreed by CRM and YENEPOYA UNIVERSITY.

- 3.2 For the avoidance of doubt:
- (a) CRM may at any time nominate its related entities ("**CRM Designated Entity**"); and/or
  - (b) YENEPOYA UNIVERSITY may at any time nominate its related entities ("**YENEPOYA UNIVERSITY Designated Entity**"),
- to participate in the Proposed Project and/or enter into the Definitive Agreement(s).
- 3.3 Nothing herein shall be interpreted as a commitment and/or an offer by CRM and YENEPOYA UNIVERSITY or their related entities to enter into the Definitive Agreement(s) for the transactions/arrangements contemplated under this MOU and/or the Proposed Project. This MOU shall not bind CRM, YENEPOYA UNIVERSITY nor any of their respective related entities to enter into any Definitive Agreement(s) with each other. No final agreement may eventually be entered into at all.
- 3.4 Unless and until the Definitive Agreement(s) is/are entered between CRM (or CRM Designated Entity) and YENEPOYA UNIVERSITY (or YENEPOYA UNIVERSITY Designated Entity) in connection with the transactions/arrangements contemplated under this MOU, CRM and YENEPOYA UNIVERSITY reserves the right to amend, add or delete the key terms in Article 2.1 of Part One of this MOU at any time.

## PART TWO BINDING PROVISIONS OF THIS MOU

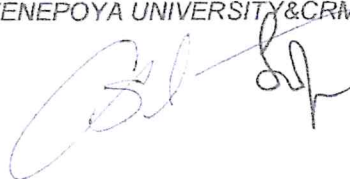
### 1. Duration, Binding Effect & Non-Exclusivity

- 1.1 This MOU shall become effective on the date first above written and shall, unless sooner terminated in accordance with the provisions herein contained, continue for a period of 5 years (hereinafter referred to as the "Term"). The Parties may by mutual agreement made in writing extend the said Term.
- 1.2 Notwithstanding anything to the contrary herein contained, the provisions of Part One of this MOU are only an expression of the Parties' non-binding intent and desire to explore and discuss the Proposed Collaboration/ Proposed Project, are not legally binding on the Parties, and are expressly subject to execution of the Definitive Agreement (s).
- 1.3 Notwithstanding the provisions of Part One, this Part Two of this MOU is intended to be legally binding on the Parties during the Term. These

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MOU between YENEPOYA UNIVERSITY & CRM.



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obligations shall commence from the date of this MOU and continue in force until the expiry or the termination of this MOU, except for those obligations in Articles 1, 2, 3, 7, 8 and 15 of this Part Two of this MOU, which shall survive and continue after the expiry or the termination of this MOU.

- 1.4 This MOU does not preclude CRM nor YENEPOYA UNIVERSITY from working independently or collaborating with third parties who are capable and desirous to attain the same result as intended in this MOU.


## 2. Confidentiality and Disclosure

- 2.1 For the purposes of this MOU (unless the context otherwise requires):

- (a) "Confidential Information" shall mean any or all data or information in any form disclosed or provided by or on behalf of the disclosing Party and/or any of its holding, subsidiary, related, associated and/or affiliate companies (as the case may be) (hereinafter referred to as "the Disclosing Party") from whom the Confidential Information originates and is disclosed (whether prepared by the Disclosing Party or otherwise) to the other Party or its representatives (hereinafter referred to as the "Receiving Party") for the purposes of this MOU (including without limitation, the existence, status, nature, form, substance and terms of the business, organisation and operating procedures, any inquiries, investigations, discussions or negotiations that are or may be taking place, and including without limitation information concerning the Disclosing Party's business, assets, affairs, employees, customers and suppliers including but not limited to computer programs, technical drawings, maps, site plans, lay outs, algorithms, know-how, formulae, processes, ideas, inventions (whether patentable or not) and other intellectual property rights (including but not limited to copyright, trade marks, service marks, patents, designs and/or domain names, trade secrets, know-how), schematics and other technical, business, financial, customer and product development plans, marketing forecasts, strategies and information), which to the extent previously, presently or subsequently disclosed in any form or media directly or indirectly, whether or not labelled as "Confidential Information" or "Proprietary Information", before or after the date of this MOU; and
- (b) "Representative" shall mean, in relation to CRM or YENEPOYA UNIVERSITY, any of their respective directors, officers, employees, agents or advisers (including but not limited to attorneys, accountants, bankers, financial advisers and any representative of such advisers), and shall also include the directors, officers, employees, agents or



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advisers of its holding, subsidiary, related, associate and affiliate companies.

2.2 The Receiving Party acknowledges that all Confidential Information which has or will come into its possession or knowledge from the Disclosing Party before, on or after the date of this MOU from or pursuant to the analysis, review, evaluation, discussions, conferences or other activities in relation to the Proposed Project:

- (a) is proprietary to the Disclosing Party, having been designed, developed or accumulated by the Disclosing Party at a great expense and over lengthy period of time; and
- (b) is secret, confidential and unique and constitutes the exclusive property of the Disclosing Party.

The Receiving Party acknowledges that any disclosure of the Confidential Information other than for the Proposed Project will be wrongful and will cause irreparable injury to the Disclosing Party.

2.3 The Receiving Party agrees and undertakes to hold the Confidential Information in strictest confidence and shall not at any time, without the prior written consent of the Disclosing Party:

2.3.1 disclose or use or permit to be disclosed or used any of the Confidential Information for any purpose other than in connection with the Proposed Project and/or the Proposed Collaboration and to the extent contemplated by the Parties under this MOU; nor

2.3.2 disclose, use, publish, disseminate or otherwise communicate, directly or indirectly, in whole or in part, at any time or in any manner, any Confidential Information to any persons (save and except to the Representatives as provided under Articles 2.10 and 2.11 of this Part Two of this MOU and in the case of disclosure to a third party as provided under Article 4 of this Part Two of this MOU).

In any event, the Receiving Party shall be fully responsible for any breach of this MOU by any of its Representatives.

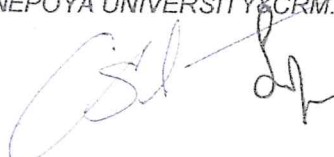
2.4 All information whether marked "Confidential Information" or not, which is disclosed to or obtained by the Receiving Party from the Disclosing Party shall remain the exclusive property of the Disclosing Party.

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MOU between YENEPOYA UNIVERSITY & CRM.

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- 2.5 Any disclosure of Confidential Information by the Disclosing Party to the Receiving Party shall not, whether by implication or otherwise, be construed as granting any proprietary or intellectual property rights, by license or otherwise, to the Receiving Party.
- 2.6 The Disclosing Party will provide all information to the best of its knowledge on an "as is" basis. The Disclosing Party shall not provide any warranty whatsoever, whether express, implied or otherwise, regarding its accuracy, completeness or otherwise.
- 2.7 Subject to compliance with any law or legal obligation, the Receiving Party shall, upon termination of this MOU or within seven (7) days from receipt of request by the Disclosing Party for the return of all information, whichever shall be the earlier:
- a) return to the Disclosing Party the Confidential Information (and all copies made thereof) in any media whatsoever (including without limitation, computer disk, CD-ROM, documentation or electronic form); or
  - b) destroy all documents and other materials containing such Confidential Information together with all copies and reproductions thereof subsequently found in their possession and the Receiving Party shall confirm such destruction to the Disclosing Party in writing.
- 2.8 Nothing in this MOU shall prohibit or limit the Receiving Party's use of information that (including but not limited to ideas, concepts, know-how, techniques and methodologies):
- (a) was already published or otherwise in the public domain at the time of disclosure to the Receiving Party or is hereafter published or otherwise be in the public domain after the disclosure to the Receiving Party through no fault or breach of the Receiving Party;
  - (b) is already known to the Receiving Party prior to receiving such Confidential Information as evidenced by the Receiving's Party's written records;
  - (c) is independently developed by the Receiving Party without any use of Confidential Information which belongs to the Disclosing Party; or
  - (d) is disclosed to the Receiving Party in good faith by a third party who is in lawful possession of the Confidential Information and who is duly



authorized to disclose such Confidential Information without being in contravention of any confidentiality obligations whether directly or indirectly with the Disclosing Party.

- 2.9 The Parties acknowledge that the Receiving Party may be required to disseminate the Disclosing Party's Confidential Information to its Representative. Such dissemination of the Confidential Information is limited to the extent necessary to fulfil the requirement in relation to the Proposed Project and/or the Proposed Collaboration as stipulated under this MOU only.
- 2.10 The Receiving Party undertakes to cause each and every one of its Representative to whom such Confidential Information is transmitted to be bound by the same obligations of secrecy and confidentiality to which the Party is bound under this MOU.
- 2.11 In the event that the Receiving Party or any of its Representatives become compelled by law, regulation, as a result of a deposition, interrogatory, request for documents, subpoena, civil investigative demand or similar process or by order of a court, administrative agency or other governmental body or regulatory body (including without limitation any securities/stock exchange or the Securities Commission of Malaysia) to disclose all or any portion of the Confidential Information, the Receiving Party shall immediately provide the Disclosing Party with written notice of such requirement so that the Disclosing Party may seek a protective order or other appropriate remedy and/or waive compliance with the terms of this MOU and the Receiving Party will exercise best efforts and cooperate fully with the Disclosing Party, to resist or narrow the scope of any such requirement. In the event that such protective order or other remedy is not obtained, or that the Disclosing Party waives compliance with the provisions hereof, the Receiving Party agrees to furnish only that portion of the Confidential Information that the Receiving Party is legally compelled to disclose and to exercise best efforts to obtain assurance that confidential treatment will be accorded such Confidential Information by the requesting authority. The Receiving Party further agrees that any Confidential Information so furnished shall not lose its status as Confidential Information as a result of it being so furnished and shall continue to be subject in all respects to the terms and conditions of this MOU.
- 2.12 The Receiving Party shall not, without the prior written consent of the Disclosing Party, communicate the Confidential Information received from the Disclosing Party in any form to any other person, body or party (whether corporate or unincorporated) and each Party shall use its reasonable effort to protect the Confidential Information received from the other Party in the same manner that it would protect its own confidential information of a similar nature

ATTESTED  
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so as to prevent inadvertent disclosure of their Confidential Information to any other person, body or party.

- 2.13 The Parties hereby agree and undertake that notwithstanding the termination or expiration of this MOU, the obligations of the Parties with respect to the Confidential Information disclosed to either Party prior to the termination or expiration of this MOU shall survive and shall not be disclosed to any other person, body or party.

### 3. Intellectual and Industrial Property Rights

- 3.1 Each Party or its related entities remain the owner of the Confidential Information disclosed to the other Party and shall have sole right to any industrial or intellectual property rights comprised in such Confidential Information.
- 3.2 The receiving Party shall not directly or indirectly obtain or attempt to obtain in any country by registration or otherwise any industrial or intellectual property right embodied in the Confidential Information of the disclosing Party.
- 3.3 The Parties agree that the disclosing Party or its related entities may not be adequately compensated by monetary damages for breach of Article 2 or Article 3 of Part Two of this MOU and therefore, the disclosing Party and its related entities shall be entitled, in addition to any other rights and remedies available to it under contract or at law, to equitable relief including an injunction restraining such breach or threatened breach and/or to specific performance of Article 2 or Article 3 of Part Two of this MOU.

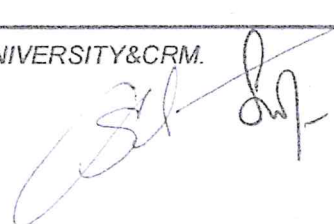
### 4. Representations


- 4.1 Each Party warrants and represents to the other Party that it has at the date of this MOU the full right and authority to enter into this MOU and that it is not bound by any agreement or arrangement that could be in conflict with this MOU.

### 5. Termination

- 5.1 This MOU shall automatically terminate and, except as otherwise set forth herein, the Parties shall be under no further obligation to one another, at the earliest of the following:
- (a) by mutual agreement of the Parties to terminate this MOU;

MOU between YENEPOYA UNIVERSITY & CRM.



**ATTESTED**  
  
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- (b) immediately upon the execution of the Definitive Agreement(s) between CRM (or CRM Designated Entity) and YENEPOYA UNIVERSITY (or YENEPOYA UNIVERSITY Designated Entity);
  - (c) seven (7) days after a Party (the "Non-Defaulting Party") serves a notice to the other Party (the "Defaulting Party") stating its desire to terminate this MOU by virtue of the Defaulting Party:
    - (i) being in material breach of any binding term set out in Part Two of this MOU, and in the case of a breach capable of remedy, fails to remedy the same within thirty (30) Business Days after receiving a notice in writing from the Non-Defaulting Party requiring the breach to be remedied; or
    - (ii) having a petition for winding up or a bankruptcy notice presented against it which is not discharged within three months, or making a general assignment for the benefit of its creditors or having a receiver, manager or encumbrancer appointed over the whole or any substantial part of its undertaking, property or assets or having an order made or an effective resolution passed or analogous proceedings taken for its winding up or bankruptcy or suffer any similar action in consequence of debt;
- or
- (d) expiry of the Term referred to in Article 1.1 of Part Two of this MOU or such other date as mutually agreed between the Parties.

5.2 Notwithstanding Article 5.1 of Part Two of this MOU and subject to Article 5.3 of Part Two of this MOU, this MOU may be terminated by either Party at any time, with or without reason(s), by giving not less than thirty (30) days written notice to the other Party.

5.3 Upon termination of this MOU:

- (a) neither Party shall have any claim against the other Party except for breach by the other Party of its binding obligations under Part Two of this MOU; and
- (b) save as in relation to any antecedent breach, it is agreed that neither Party is entitled to any compensation for termination or severance payment as a result of termination of this MOU.

MOU between YENEPOYA UNIVERSITY & CRM.

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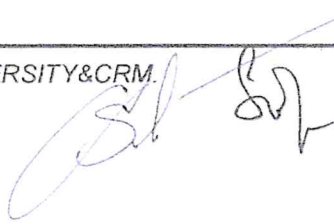
Dr. Gangadhara Somayaji K.S.  
Registrar  
Yenepoya/Deemed to be University  
University Road, Deralakatta  
Mangalore- 575 018, Karnataka

## 6. Costs

- 6.1 Each Party shall be responsible, except as may be otherwise agreed in writing, for its own costs and expenses incurred in connection with this MOU.
- 6.2 Save and except that the stamp duty shall be equally borne between the Parties, each Party shall bear their own respective expenses incurred in connection with negotiating, pursuing or consummating the collaboration, including all fees and expenses of their solicitors, consultants and other representatives.

## 7. Governing Law, Dispute Resolution & Governing Language

- 7.1 The provisions of this MOU will be governed by and construed in accordance with the laws of Malaysia and India respectively.
- 7.2 If there arises any dispute, controversy or claim arising out of or relating to this MOU or the breach, termination or invalidity thereof, the Parties undertake in good faith to settle the dispute, controversy or claim within thirty (30) days from the date of a written notice to resolve issued by any Party.
- 7.3 If the thirty (30) days pursuant to aforesaid Article 7.2 of Part Two of this MOU have lapsed and the dispute, controversy or claim remains unresolved, such dispute, controversy or claim shall be settled by way of arbitration in Kuala Lumpur at the Kuala Lumpur Regional Centre for Arbitration (hereinafter referred to as "KLRCA") in accordance with the Rules for Arbitration of KLRCA / and or/Mangalore District Court, Mangalore. The arbitration shall be conducted by a sole arbitrator. The language of arbitration shall be English. The arbitral award shall be written, reasoned, final, conclusive and binding on the Parties and shall be enforceable in any court of competent jurisdiction. Each of the Parties irrevocably agrees to exclude the jurisdiction of court(s) in any such action or proceeding, except for injunctive relief for breach of confidentiality obligations under Article 2 and Article 3 of Part Two of this MOU and waives any objection it may now or hereafter have to venue or convenience of forum.
- 7.4 The English text of this MOU shall be the authoritative text for the purpose of interpreting or construing this MOU, and in the event of any inconsistency or discrepancy between the English version and any translation of this MOU into any other language, the English version shall prevail.





## 8. Notices

- 8.1 Any notice or other communication in connection with this MOU shall be in writing (hereinafter referred to as "Notice") and shall be sufficiently given or served if delivered or sent:

in the case of CRM to:

### **Cancer Research Malaysia**

No. 1, Jalan SS12/1A,  
Subang Jaya, 47500  
Selangor Darul Ehsan  
Malaysia

Tel : +603-5639 1984  
Fax : +603-5639 1985  
Attention : Prof Dr Teo Soo-Hwang (Chief Executive)

in the case of YENEPOYA UNIVERSITY to:

### **YENEPOYA UNIVERSITY**

Dr. Shreekumar Menon  
Registrar  
Yenepoya University,  
Nithyananda Nagar, University Road,  
Deralakatte, Mangalore, Karnataka, Pin Code: 575018, India

Tel : +91 824 220 4943  
Fax : +91 824 220 4943  
Attention : Dr. Shreekumar Menon (Registrar)

or (in either case) to such other address or fax number as the relevant Party may have notified to the other in writing in accordance with this Article.

- 8.2 Any Notice may be sent by fax or acknowledged receipt registered post ("A.R. registered post"). Without prejudice to the foregoing, any Notice shall conclusively be deemed to have been received, (a) if it is personally delivered, at the time of delivery and duly acknowledged; (b) if sent by A.R. registered post, upon duly acknowledge received by the recipient Party on the receiving slip; or (c) if sent by fax, on the Business day immediately after transmission provided that the sender has received a successful fax transmission report.

(For the purpose of this Article 8.2, the term "Business day" shall mean a day (other than a Saturday, Sunday and a public holiday) in which financial institutions under the Banking and Financial Institutions Act 1989 are open for business in Kuala Lumpur.)

## 9. Amendment or Waiver

9.1 A waiver, amendment or modification of any term or condition of this MOU must be in writing and signed by all Parties. No waiver by any Party of any breach hereunder shall be deemed a waiver of any other breach or any subsequent breach.

## 10. Force Majeure

10.1 Neither Party hereto shall be under any liability to the other Party for any failure to perform any term herein due to any cause arising out of war, rebellion, civil commotion, strike, lock-outs and industrial disputes, fire, explosion, earthquake, Act of God, flood, drought or the requisitioning or other act by any government department, council or other constituted body.

10.2 If either Party is unable to perform as a direct result of the effect of any of the foregoing reasons that Party shall forthwith give written notice to the other of the inability which sets out full details of the reasons in question. The operation of this MOU shall be suspended during the period (and only during the period) in which the reason continues. Upon the reason ceasing to exist the Party relying on it shall give written notice to the other of this fact. If the reason continues for a period of more than two (2) months and substantially affect the commercial intention of this MOU, the Party not claiming relief shall have the right to terminate this MOU upon giving thirty (30) days written notice to the other Parties.

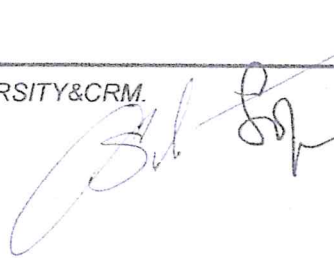
## 11. Limitation of Liability

11.1 Notwithstanding anything in this MOU, no Party shall be liable for any indirect or consequential loss or damage (including, without limitation, loss of revenue or profits of the other Party) howsoever arising.

## 12. Approvals

12.1 For the avoidance of doubt, the Parties hereby agree that the implementation of the Proposed Project contemplated by this MOU shall be subject to the execution of the Definitive Agreement(s) between CRM (or CRM Designated Entity) and YENEPOYA UNIVERSITY (or YENEPOYA UNIVERSITY

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**ATTESTED**  
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Dr. Gangadhara Somayaji K.S. 13  
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Yenepoya (Deemed to be University)  
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Mangalore- 575 018, Karnataka

Designated Entity), and the receipt of all applicable governmental, regulatory, corporate and other approvals that CRM (and/or CRM Designated Entity) and YENEPOYA UNIVERSITY (or YENEPOYA UNIVERSITY Designated Entity) may require and CRM and YENEPOYA UNIVERSITY's internal regulations (as the case may be). Subject to the terms and conditions of the Definitive Agreement(s) and only after execution of the Definitive Agreement(s), CRM (or CRM Designated Entity) and YENEPOYA UNIVERSITY (or YENEPOYA UNIVERSITY Designated Entity) will cooperate with each other to endeavour to secure such approvals.

### **13. Counterparts**

13.1 This MOU may be executed in two (2) original counterparts, each of which will be deemed to be an original copy of this MOU and both, when taken together, will be deemed to constitute one and the same document.

### **14 No Partnership**

14.1 The relationship of the Parties under and in relation to this MOU shall be limited to the matters herein contained, and nothing herein provided shall be considered or interpreted as constituting the relationship of the Parties or any of them as a partnership, association, agency, joint venture or other relationship in which any one of the Parties may be liable for the acts or omissions of the other, nor shall anything herein contained be considered or interpreted as constituting any Party as the general agent of the other.

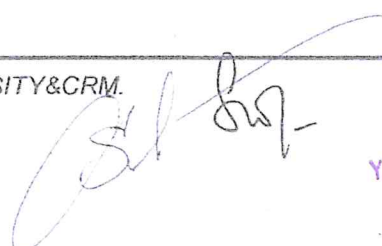
### **15. Prohibition on Hiring**

15.1 CRM and YENEPOYA UNIVERSITY agree not to recruit, entice away or offer to employ any of the employees of the other Party (or the related corporation of the other Party) who takes part or will take any part in the performance of or discussions/negotiations under this MOU during the performance of this MOU and two (2) years following the expiry or sooner determination of this MOU, except with the prior written agreement of the other Party. For the avoidance of doubt, a Party shall not be deemed to have directly or indirectly solicited for employment such employee where such employee had responded to job or recruitment advertisements/notices or where such employee had on his/her own volition applied for or solicited employment from that Party or head hunters (unless such employment/recruitment agencies or head hunters had been expressly directed by that Party to solicit for employment that employee).

### **16. Interpretation**

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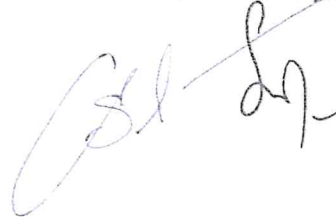
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University Road, Deralakatte  
Mangalore- 575 016, Karnataka

- (a) Article headings are for ease of reference only and shall not affect the construction of any provisions contained herein.
- (b) The expressions "CRM" and "YENEPOYA UNIVERSITY" include their respective successors-in-title and permitted assigns.
- (c) References to "person" shall include bodies corporate, unincorporated associations and partnerships (whether or not having separate legal personality).
- (d) The masculine gender shall include the feminine and neuter and the singular number shall include the plural and vice versa.
- (e) For the avoidance of doubt, whenever a term and/or condition herein refers to and/or concerns Confidential Information or Proprietary Information of or disclosed by CRM, the same shall also be deemed to include Confidential Information or Proprietary Information belonging to or emanating from all holding, subsidiary, associate and/or affiliate companies of CRM and the reference to the disclosing party in such cases shall accordingly be deemed to include such holding, subsidiary, associate and/or affiliate companies of CRM (as the case may be).
- (f) The phrases "related corporations" and "related entities" shall have the same meaning ascribed to the phrase "related corporations" in the Companies Act, 1965.

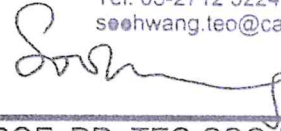
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By signing below, the Parties confirm their agreement with regard to the subject matter set out in this MOU.

Professor Dr TEO SOO HWANG  
Chief Executive  
Cancer Research Malaysia (510087-M)  
2nd Floor, Outpatient Centre  
Subang Jaya Medical Centre  
47500 Subang Jaya, Selangor  
Tel: 03-2712 3224 Fax: 03-2712 3225  
soohwang.teo@cancerresearch.my

Signed for and on behalf of  
**CANCER RESEARCH MALAYSIA**



Name: PROF. DR. TEO SOO-HWANG  
Designation: CHIEF EXECUTIVE

In the presence of



Name: PROF. DR. CHEONG SOK  
CHING  
Designation: SENIOR GROUP  
LEADER, HEAD AND NECK CANCER  
RESEARCH

Signed for and on behalf of  
**YENEPOYA UNIVERSITY**



22/5/17  
Dr. G. Shree Kumar Menon  
Registrar  
Yenepoya University  
Mangaluru - 575 018

Name: DR SHREEKUMAR MENON

Designation: REGISTRAR

In the presence of  
Hon. Vice Chancellor, Yenepoya  
University




**DR. M VIJAYAKUMAR**  
DNB, MCh, FRCS  
Vice Chancellor  
Yenepoya University  
Deralakatte, Mangalore - 575 018

Name: DR. M.VIJAYA KUMAR  
Designation: VICE CHANCELLOR,  
YENEPOYA UNIVESITY



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