

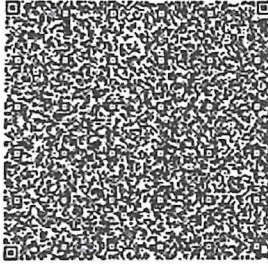


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MEMORANDUM OF UNDERSTANDING

BETWEEN

YENEPOYA RESEARCH CENTRE, YENEPOYA UNIVERSITY
MANGALORE, INDIA

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

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AND
MINDFUL CONSULTING, HEALTH CARE PRACTICE
MANGALORE, INDIA

AND
TRIVANDRUM INSTITUTE OF DIGESTIVE DISEASES
AND MINIMAL ACCESS SURGERY (TIDDMAS)
THIRUVANANTHAPURAM, INDIA

This **MEMORANDUM OF UNDERSTANDING ("MOU")** is made and entered into and shall be effective from the Seventh day of December 2016.

BETWEEN

YENEPOYA RESEARCH CENTRE, YENEPOYA UNIVERSITY, (Recognised as deemed university under section 3(A) of the UGC act) situated at University Road, Deralakatte, Mangalore, 575 018, India represented by its Deputy Director), hereinafter referred to as the **First Party**

AND

MINDFUL CONSULTING, Health Care Practice, Mangalore represented by its Founder Director, Mr. Sanjay A. Bhat, hereinafter referred to as the **Second Party**

AND

TRIVANDRUM INSTITUTE OF DIGESTIVE DISEASES AND MINIMAL ACCESS SURGERY (TIDDMAS), Thiruvananthapuram represented by its Director Dr Baiju Senadhipan, hereinafter referred to as the **Third Party**

And the parties shall hereinafter be collectively referred to as the "Parties"

WHEREAS:-

- a. The First Party is involved in medical research and does research work in the field of biomedical sciences including proteomics, disease biology, cancer research, stem cell research, tissue engineering, novel diagnostic markers, nano-biotechnology bioinformatics and statistics.
- b. The Second Party is a proprietorship firm providing services of ethical healthcare marketing, academic content management, geographical expansion services, practice development, services to doctors, hospitals, medical universities etc.
- c. The Second Party has vast experience, practical knowledge, and meaningful relationships in global healthcare industry and has created a database of information relating to various facets of the profession of medicine. The Second Party collects information and liaisons with various doctors, hospitals, practitioners in India and abroad.

- d. First Party is interested in collaborating with hospitals, doctors and medical practitioners across India in order to facilitate its research works in the field of medicine and particularly to acquire data and statistics of the patients from hospitals, doctors and medical practitioners to create research content for publication in various medical journals and other scientific platforms in India and abroad.
- e. Third Party is an independent medical practitioner having his address as Director, Trivandrum Institute of Digestive Diseases and Minimal Access Surgery, Sree Uthram Thirunal Royal Hospital, Kochulloor, Thiruvananthapuram- 695011, who is specialised in the Minimal Access Gastrointestinal Surgery and has interest in the research in his field of specialisation. The Third Party is interested in the publication and documentation of his research in various medical journals, magazines, newspapers etc.
- f. In the above background, the Second Party has facilitated the contact between the First Party and the Third Party to share each other's data, capabilities and services to create research content worthy of publication in various medical journals, scientific publications etc. and will further facilitate the relationship between the First Party and the Third Party as per the present Memorandum of Understanding.
- g. Now, the Parties have agreed to enter into the present Memorandum of Understanding to formalise and determine the rights and obligations of each party with the common object of creating quality research content worthy of publication in various medical journals, and other relevant scientific forums.

NOW THEREFORE, the Parties have agreed as follows:-

DEFINITIONS

- a. **Data** – It shall include the log books of patients, infirmities and diseases suffered by the patients, symptoms of infirmities and diseases, record of treatment, response of patient on various treatments, alternative treatments, results of primary and alternative treatments, prescription notes, observation notes and any other data maintained or available with the Third Party in respect of the patients in the pre-operative stage, peri-operative stage or post-operative stage.
- b. **Research Content** – This shall include all the content created by the First Party pursuant to the present Memorandum of Understanding and include the content created on the basis of the Data provided by the Third Party or otherwise.

TERM OF THE MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding comes into force on the date of execution for a period of one year. In case, the Parties are interested to continue the relationships under this Memorandum of Understanding beyond a period of one year from the date of execution of this Memorandum of Understanding, the Parties shall enter into a new agreement.

OBLIGATIONS OF THE FIRST PARTY

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Registrar
Yenepoya (Deemed to be University)
University Road, Deralakatte
Mangalore 575 018, Karnataka.

- a. The First Party represents and shall ensure at all times that it is competent to enter into this Memorandum of Understanding and the First Party is not in violation of any applicable law or provision of any contract applicable to the First Party by entering into this Memorandum of Understanding.
- b. The First Party shall be under an obligation to maintain strict confidentiality of the Data and the Research Content, as per the terms of this Memorandum of Understanding. Any act of any person working with the First Party whether related to this Memorandum of Understanding or not which compromises the confidentiality of the Data and / or the Research Content shall be the responsibility of the First Party.
- c. The First Party shall seek the Data from the Third Party through the Second Party at regular intervals and give notice of at least one week to the First Party to provide the Data sought by the First Party. The Data sought by the First Party may be in a particular format. However, the Third Party shall not be under an obligation to provide the Data only in the format sought by the First Party.
- d. The First Party shall liaison with the Second Party to ensure the transfer of the Data from the Third Party to the First Party.
- e. The First Party, upon receipt of the sufficient Data research on the same, and after studying it, convert the Data into Research Content which will be in the form of research papers, articles, synopsis, monographs worthy of publication in medical journals and scientific publication of the international repute.
- f. The First Party undertakes to convert the Data into Research Content worthy of publication in reasonable amount of time having regard to all reasonable factors including but not limited to the number of research personnel available with the First Party, the contemporaneous relevance of the subject of Research Content, the requirement of the publisher in whose publication the Research Content is proposed to be published or any other factor.
- g. As soon as the Data has been converted into the Research Content worthy of publication in medical journals and magazines of the international repute, the First Party shall share the same with the Third Party through the Second Party for review by the Third Party.
- h. Upon the review by the Third Party, the First Party shall finalise the Research Content in order to meet the requirements of the Third Party. The First Party and the Second Party shall coordinate with each other through the facilitation of the Second Party who shall also arrange meetings and consultations between the First Party and the Third Party when required. The cost of such meetings and consultations shall be borne equally by the First Party and the Third Party.
- i. The First Party shall not share the Research Content with any publisher or other person for the purpose of publication before the Research Content is finalised for publication between the First Party and the Third Party. The First Party and the Third Party shall give written acknowledgement for finalisation of the Research Content and indicate that the same may be shared with publishers for publication.
- j. Once, the Research Content has been finalised for publication, the First Party will approach the publishers of reputed medical journals and magazine in India and abroad for publication of the Research Content. In case, the publisher demands any changes to the Research Content, the First Party shall consult with the Third Party before making any changes. The First Party shall not make any changes to the Research Content without receiving the consent of the Third Party.

- k. In case of a dispute on the merit of the Research Content, the opinion of the Third Party shall prevail. However, in such a case the First Party in its discretion may waive the authorship of the particular Research Content in favour of the Third Party.
- l. The costs of publication of the Research Content, if any, shall be shared by the First Party and the Third Party in the mutually agreed proportions in writing at the time when such costs are to be incurred. These costs will include the fees chargeable by the publishers, if any.

RIGHTS OF THE FIRST PARTY

- a. The First Party shall be entitled to second authorship, and/ or second authorship of equal contribution if the contribution is agreed as equal by the Third Party, of the Research Content.
- b. The First Party shall be recognised as a co-author of the Research Content which is published pursuant to the present Memorandum of Understanding.
- c. The First Party shall be rightfully entitled to goodwill earned by way of the research work and publication of the Research Content pursuant to the present Memorandum of Understanding without paying any monetary compensation to the Third Party.

OBLIGATIONS OF THE THIRD PARTY

- a. The Third Party represents and shall ensure at all times that the Third Party is competent to enter into the present Memorandum of Understanding and the Third Party is not in violation of any applicable law or provision of any contract applicable to the Third Party by entering into the present Memorandum of Understanding.
- b. The Third Party shall provide ethical committee certificate, patient consent forms and all regulatory approvals required by the Third Party in order to comply with the obligations under this Memorandum of Understanding.
- c. The Third Party undertakes to maintain patient logs, treatment charts, treatment schedules, records of his observations on each patient, prescription notes and other data in his usual course of profession.
- d. The Third Party shall be liable to maintain privacy of each and every patient. It shall be the responsibility of the Third Party that no information which pertains to identity of any patient is passed on as Data or otherwise to the First Party under the present Memorandum of Understanding.
- e. The Third Party shall, whenever approached by the First Party either by itself or through the Second Party, provide the Data sought for by the First Party. The Third Party shall endeavour to provide the Data in the format sought by the First Party. The Third Party shall provide the Data sought by the First Party as expeditiously as possible having regard to all the attendant circumstances.
- f. The Third Party shall also guide and provide consultation to the First Party for the purpose of creation of the Research Content worthy of publication in the medical journals and magazines of international repute.
- g. Upon receipt of the Research Content for review, the Third Party shall review the same and provide his comments at the earliest and latest within one month. If the Third Party does not review and provide his comments within one month of the Research Content being provided to him, he shall

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provide reasons for the delay in writing to the First Party and the Second Party.

- h. The Third Party shall endeavour to finalise the Research Content for publication in the most expedient manner. In doing so, the Second Party shall be instrumental in liaising between the First Party and the Third Party.
- i. The costs of publication of the Research Content, if any, shall be shared by the Third Party and the First Party in the mutually agreed proportions in writing at the time when such costs are to be incurred. These costs will include the fees chargeable by the publishers, if any.
- j. The Third Party shall not enter into any agreement which is in conflict with the obligations of the Third Party under this Memorandum of Understanding. In case, the Third Party enters into any agreement with anybody which is in conflict with the rights and obligations of the Third Party in this Memorandum of Understanding, it shall disclose such agreement to the First Party and the Second Party at the earliest.

RIGHTS OF THE THIRD PARTY

- a. The Third Party shall own the intellectual property in the Data provided by him to the First Party.
- b. The Third Party shall own the **First Authorship and/ or authorship of equal contribution** in the Research Content created for publication.
- c. The Third Party shall be rightfully entitled to goodwill earned by way of the research work and publication of the Research Content pursuant to the present Memorandum of Understanding without paying any monetary compensation to the First Party.

ROLE OF THE SECOND PARTY

- a. The Second Party acts as a facilitator in this Memorandum of Understanding and will continue to act as such between the First Party and the Third Party. The Second Party is an integral part of this Memorandum of Understanding and the First Party and the Third Party shall not bypass the Second Party in their dealings with each other during the course of this Memorandum of Understanding.
- b. The Second Party shall facilitate the transfer of Data from the Third Party to the First Party and the Research Content for review from the First Party to the Third Party during the course of this Memorandum of Understanding.
- c. The Second Party shall liaison between the First Party and the Third Party to ensure the expediency of research work, creation of the Research Content and the publication of the Research Content.
- d. The Second Party is not obligated to ensure the publication of the Research Content, however, the First Party may seek help of the Second Party in publication of the Research Content. In such a case the Second Party may agree to help and lend its resources for publication of the Research Content against a payment of fee, to be agreed upon between the First Party and the Second Party.
- e. The Second Party shall not be entitled to any fees or commission for its services under the present Memorandum of Understanding from the First Party. However, the Second Party shall be entitled to compensation of all

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Mangalore 575 018, Karnataka.

the expenses, against receipt, incurred by the Second Party to provide its services under the present Memorandum of Understanding.

INTELLECTUAL PROPERTY RIGHTS

- a. The intellectual property in the Data is owned by the Third Party and same shall continue to be owned by the Third Party, notwithstanding the Data is shared by the Third Party with the First Party and the Second Party.
- b. The intellectual property in the Research Content whether published or unpublished shall be owned jointly by the First Party and the Third Party.
- c. The publication of the Research Content shall be under the name of the Third Party (as First Author) and the First Party (as Second Author) and/ or as equal contributors.
- d. Any monetary remuneration from the intellectual property in the Research Content shall be shared between the First Party and the Third Party with a commission payable to the Second Party, quantum of which will be mutually agreed upon between the Parties.

CONFIDENTIALITY

- a. The Parties recognise that the Data and the Research Content is a confidential information and they shall maintain strict confidentiality of the same.
- b. The First Party shall nominate either two or three personnel (*Nominated Personnel*) before any data or information is shared between the Parties. Only the Nominated Personnel in the First Party shall have access to the Data and the Research Content. However, in case of breach of confidentiality of any confidential information on the part of the First Party, the Third Party and the Second Party shall have recourse against the First Party as well as the Nominated Personnel.
- c. Each Party undertakes that they shall not share the Data or the Research Content with any third party.
- d. Each Party undertakes that when the Data or the Research Content is shared with any person for the purpose of publication, the necessary measures for maintaining the confidentiality of the Data and the Research Content are undertaken.

JURISDICTION

Any dispute arising out of or in connection with this Memorandum of Understanding shall be subject to the exclusive jurisdiction of Courts in Mangalore, Karnataka. In case any dispute arise out of or in connection with the present Memorandum of Understanding, each party shall be liable to bear its own legal costs unless otherwise agreed upon as a settlement of the dispute, or directed otherwise by any judicial or quasi-judicial authority.

INDEMNITY

The First Party shall keep the Third Party indemnified at all times during the course of the present Memorandum of Understanding as well as thereafter, from the losses or damages incurred by the Third Party due to any act or omission of the First Party under this Memorandum of Understanding.

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The Third Party shall keep the First Party indemnified at all times during the course of the present Memorandum of Understanding as well as thereafter, from the losses or damages incurred by the First Party due to any act or omission of the Third Party under the present Memorandum of Understanding.

COUNTERPARTS

This Memorandum of Understanding shall be executed in 3 (three) counterparts and each counterpart shall be construed as the original Memorandum of Understanding. Each party shall retain one counterpart of the Memorandum of Understanding.

THE PARTIES NAMED ABOVE HEREBY CONFIRM THEIR RESPECTIVE UNDERSTANDING by signing below:

SIGNED by Rukha P. D. Deputy Director
7/12/2016 Yenepoya Research Centre
Yenepoya University
Deralakatte, Mangalore-575 018
For and on behalf of Yenepoya Research Centre, Yenepoya University
In the presence of: [Signature] Date: 7.12.2016
7/12/2016

SIGNED by S. J. A. R. S.
For and on behalf of MINDFUL CONSULTING, Health Care Practice
Mangalore A103, Zinnia Practice
Mangalore, MANGALORE - 575 006
In the presence of: [Signature] Date: 7/12/2016
7/12/2016

SIGNED by [Signature]
For and on behalf of Trivandrum Institute of Digestive Diseases and
Minimal Access Surgery (TIDDMAS)
In the presence of: [Signature] Date: 18/12/2016

ATTESTED
[Signature]

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