

Memorandum of Understanding (MoU)

Between



MGM Healthcare, Chennai

And



Sathyabama University, Chennai

On 6/8/21, 2021

1.0 Preamble:

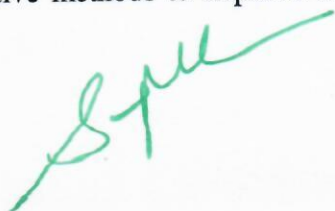
This MoU entered into and executed on the day of..... 2021 between **MGM Healthcare**, (a quaternary care multi-specialty hospital with Centres of clinical excellence and research), Chennai – 6000029 (hereinafter called “MGM”) and **Sathyabama Institute of Science and Technology** (Deemed to be University), Jeppiaar Nagar, Rajiv Gandhi Road, Chennai - 600 119, Tamil Nadu, India (hereinafter called “SATHYABAMA”).

2.0 About MGM Healthcare, Chennai

MGM Healthcare is a 400 bed quaternary care multi-specialty hospital in the heart of Chennai. The hospital's multidisciplinary leadership team brings decades of experience, credibility and commitment in delivering high-quality care to patients and community. Born out of a need for altruism, MGM is obsessed with bettering patient experiences and improving outcomes through expertise, passion and technology. The organizational values are driven by personal and professional integrity. MGM is a truly collaborative centre for personalized medical care. Renowned medical experts assisted by smart technologies work in tandem to progressively improve healthcare outcomes. Over the course of nearly two decades, MGM Healthcare's flagship Mahatma Gandhi Medical College and Research Institute and Sri Balaji Vidyapeeth (Deemed to be University) have stood tall, with the former ranked 23rd among medical institutions in India (NIRF 2018), and the seventh medical college to be accredited by American Heart Association.

3.0 About Sathyabama Institute of Science and Technology, Chennai

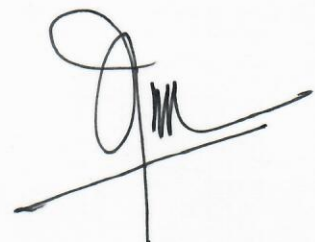
Sathyabama University is a prestigious Institution which excels in the fields of Engineering, Science and Technology for more than three successful decades. It offers multi-disciplinary academic programmes in various fields of Engineering, Science, Technology, law, Dental Science, Pharmacy, Nursing, Management, Arts and Science and Allied Health Sciences. It is established under Sec.3 of UGC Act, 1956 and is been Accredited with 'A' Grade by the National Accreditation and Assessment council. The Institution persistently seeks and adopts innovative methods to improve the quality of higher education and is responsive to the changes



taking place in the field of education on a global scale. The Institution has a team of dynamic and outstanding faculty; innovative pedagogical practices, state of the art infrastructure and world class Research Facilities. Sathyabama has a good presence in rankings and ratings at National and International level. The Institution has been ranked in 39th position by the National Institutional Ranking Framework (NIRF), Government of India among the Universities in India for the year 2020 and ranked one among the top 50 Universities for the last five consecutive years. Sathyabama is ranked among the Top 5 Institutions in the Country for Innovation by ATAL Ranking of Institution for Innovation Achievements, Govt. of India. It is a research intensive University with world class laboratories and research facilities and is involved in research in the emerging areas of Science and Technology.

4.0 Purpose of MoU

This MoU is signed between MGM Healthcare, Chennai as first party and Sathyabama Institute of Science and Technology as second party, to collaborate in cardiovascular research. The major purpose of this MoU is to establish a fruitful means of exchanging knowledge, information and research, and to facilitate and enhance the interaction between two organizations towards common mission of achieving excellence in research and publication. The MoU is aimed at facilitating collaboration for utilization of the research facility and conducting experiments as part of cardiovascular research towards advancement of knowledge and its application in the field of heart and lung transplantation. In this regard, MGM and SATHYABAMA agree to develop their research links especially in the field of heart and lung transplant under principles of mutual understanding, common interest and mutually complementary activities. It is also understood that the detailed terms and conditions that guide each joint activity will be separately determined and agreed upon by the two institutes through an independent agreement or exchange of letters, if required. However, MGM and SATHYABAMA agree that they will be free to participate in other projects acting either individually or collectively.



5.0 Scope of MoU:

- i. SATHYABAMA agrees to provide access its International Research Centre and Col. Dr. Jeppiaar Research Park as per pre-fixed schedule, to utilize the research facilities; to promote the interdisciplinary research.
- ii. The below mentioned Centres can support MGM for carrying out collaborative experiments.
 - Centre for Bioresource Research and Development,
 - Centre for Quality Assurance and Non Destructive Evaluation,
 - Centre for Waste Management,
 - Centre for Molecular and Nanomedical Sciences,
 - Centre for Laboratory, Animal Research and
 - Centre for Drug Discovery and Development.
- iii. The two organizations agrees to share their respective important research and development facilities in order to promote academic and research in the areas of co-operation to intensify research in the field of Heart and Lung transplantation. Both organizations shall jointly agree the methodology, individual participation and reporting of results of the joint research.
- iv. MGM and SATHYABAMA agree to utilize their expertise for the development of novel techniques and effective integrative medical research and education may be created in the field of Heart and Lung transplant for the benefit of society as a whole.
- v. MGM and SATHYABAMA further agree to investigate ways of identifying and inviting experts from the other institutions/organizations to participate in ongoing research and academic activities of mutual interest. It is anticipated that the terms and conditions for such participation would be worked out through mutual agreement between the invited expert member(s) and organization extending the invitation.
- vi. MGM and SATHYABAMA shall work towards providing technical and consultancy services for monitoring, evaluation, documentation of process of academic/research project implementation on mutually agreed terms and conditions. This will be applicable only to projects jointly implemented by the both the partner organizations which shall also take the responsibilities of documenting the proceedings and publishing it in form of books by national and international publishers acknowledging copy right and contribution of both the partner organizations.



- vii. MGM agrees to bear the extra cost related to equipments for rabbit heart Langendorff set-up and conducting experiments.
- viii. To publish Books and Journals: MGM and SATHYABAMA agree to mobilize resources and fund to jointly publish books and journals on the thematic areas of mutual interest. Both the partner organizations agrees to respect each other's intellectual property. All background IP used in connection with this MoU shall remain the property of both the partner institutions.
- ix. Both the Institutions also agree to support the exchange of research and training material and sharing of academic data, scientific information, intellectual property, articles and publications arising from their joint ventures. Faculty/staff and research fellows may visit the Institution/ Industry for a short period in connection with their research work under joint collaboration program.
- x. To exchange any other activities that both the Institutions agreed to be on mutual benefit.

General Terms and Conditions:

- a) This MoU is only a non-binding statement of intent to foster genuine and mutually beneficial collaboration.
- b) The implementation of this MoU shall be within the parameters of the policies, rules and regulations of both the Institutions.
- c) The parties to this MoU may, by mutual consent, add, modify, amend, delete, review or revise any term(s) and condition(s) of this agreement.
- d) The parties to this MoU undertake to treat as CONFIDENTIAL AND PRIVILEGED information of the other Institution, which is classified in advance. The terms of confidentiality and mode of disclosure shall be as per mutually acceptable terms.
- e) This MoU does not obligate either MGM or SATHYABAMA to provide funds from its own or other sources unless agreed to in writing.
- f) The MoU shall remain in force for a period of three years from the date of its signature and seal, and may be terminated by either side by giving a 3 months' notice to that effect in writing. However, notwithstanding the notice of the intent to terminate the memorandum, all rights, obligations and corresponding duties and subsisting therein shall be respected and mandated till the finalization and accomplishment thereof.



- g) Once terminated, neither MGM nor SATHYABAMA will be responsible for any losses, financial or otherwise, which the other Institution may suffer. However, while terminating, both the parties shall ensure that all activities in progress be allowed to undergo logical/successful end.
- h) Extension of MoU: Any extension of this MoU must be formally agreed in writing by the partners of MoU
- i) Resolution of Dispute: Should there be a dispute relating to any other aspect of research collaboration and cooperation, the respective Heads/Signatories/authorized representatives of the partners organizations will jointly resolve the dispute in spirit of independence, mutual respect and shared responsibility. However, in case of failure to reach a settlement, the dispute shall be resolved by way of arbitration under the provisions of Indian Arbitration and Conciliation Act, 1996. Place of Arbitration shall be Chennai. The decision will be binding on both the parties. The courts at Chennai shall have the exclusive jurisdiction in case of any dispute between the parties.
- j) Research Cell: To ensure accountability and speedy implementation of the projects, Research cell of both the Institutions will take appropriate steps, so that more numbers of projects can be finalized in time.
- k) Mutual and separate responsibilities: Both the parties have agreed to the following terms regarding their mutual and separate responsibilities.

Mutual Responsibilities: All logistic support for the joint research, clinical and academic collaborations will be as per the policy of the both organizations. Any other logistic requirement for the mutually identified/agreed upon specific research project shall be delineated as per the need and provided as per the mutual decision & approval of the competent authority of the respective organizations. It has been agreed to by the parties that the cost of secretarial and clerical personnel, technicians and other scientific support personnel will be borne by the employer of such personnel. However, where mutually advantageous, costs of support personnel may be borne by one organization, which may either enter into agreement with the other, subject to the regulations of each, for the supply of certain services, equipment and other recurring

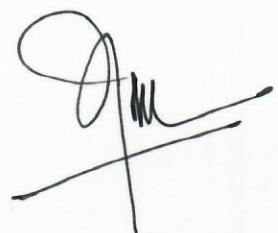


demands. The cost related to travel/lodging of the personnel from either the organizations for the research projects/training shall be borne by the employer of the personnel.

Separate responsibilities: Specific separate responsibilities of the Institutions shall be determined and clearly stated based on the merit of the project undertaken.

Common Responsibilities of both partners include:

- i. Guidance for establishment of research infrastructure as required.
- ii. Identify, provide technical support to develop specific research protocols to take up specific collaborative research projects as feasible.
- iii. Supervision of research project.
- iv. Carrying out any other responsibilities that both the organizations agree to be on mutual benefit.
 - a) IPR and Publication issues: The investigator or staff for the research projects shall not obtain intellectual property rights without prior approval of the either or both Institutes, as applicable. The parties have agreed to consult each other for any publication in respect of the any collaborative projects under this agreement. The contributors from both organizations will be included as authors or their contribution will be duly acknowledged as per guidelines for authorship at the time of publication of manuscripts.
 - b) Force Majeure: As agreed by the parties, neither of them shall be held responsible for non-fulfillment of their respective obligations under this agreement due to exigency of one or more of the events such as but not limited to acts of god, war, flood, earthquake, epidemics, riots, pandemics, civil commotion like that provided that the occurrence and cession of any such events, the party affected thereby shall give a notice in writing within 01(One) month of such occurrence or cessation. If conditions continue beyond six months, the parties shall then mutually decide about the future course of action.
 - c) Notices: All notices and other communications required to be served under the terms of this agreement shall be considered to be duly served if the same shall have been delivered to, left with or posted by registered mail to one party by the other party in their registered addresses.



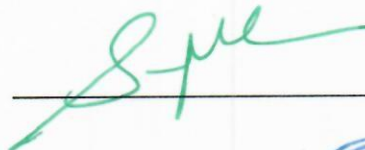
IN WITNESS WHEREOF, THE PARTIES THROUGH THEIR AUTHORIZED REPRESENTATIVES HAVE EXECUTED THIS MEMORANDUM OF UNDERTAKING AT CHENNAI ON THE DAY, MONTH & YEAR MENTIONED ABOVE

For and behalf of MGM Healthcare,
Chennai



Mr. Harish Manian
Chief Executive Officer
Date:

For and behalf of Sathyabama Institute of
Science and Technology, Chennai



Dr. T. Sasipraba
Vice Chancellor
Date: 6/8/21



Witnesses

Signature:



Name: Dr Anitha Chandrasekhar, MS, DMSc, PA-C

Designation: Cardiac Surgical Associate

MGM Healthcare, Chennai

Date: 6/8/21

Signature:



Name: Dr Maharshi Baswant

Designation: Scientist-C

Center for Nanoscience and Nanotechnology

Sathyabama Institute of Science and Technology, Chennai

Date: 6/8/21