

# Memorandum of Understanding

By And Between  
FATHER MULLER CHARITABLE INSTITUTIONS, MANGALURU  
And  
INDIAN CANCER SOCIETY, BENGALURU

This MOU is entered into on the 17<sup>th</sup> Day of December, 18 (hereafter the "Effective Date") by and between:

**Indian Cancer Society, Bengaluru**, with its registered office at CA Site 1, Mahabodhi Meditation Centre, Siddapur Road, Jayanagar 1st Block, Bengaluru, Karnataka 560011 (hereafter "ICS");

And

**Father Muller Charitable Institutions** at Kankanady, Mangalore 575002 (hereafter FMCI)

who are referred to, collectively, as "Parties" or, individually, as "Party".

## PREAMBLE:

WHEREAS FMCI and ICS, recognize the benefits to be derived from collaboration, cooperation and mutual interaction for the development and promotion of joint activities to address issues of mutual interest, designed to foster and promote collaboration in the field of cancer education, screening and detection.

## **NOW THE PARTIES HAVE AGREED AS HEREUNDER:**

### **1) NATURE AND SCOPE OF JOINT ACTIVITIES:**

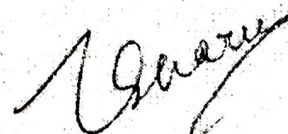
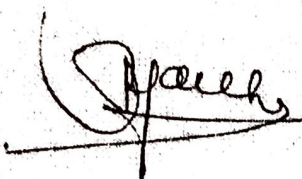
The parties have agreed to undertake the following activities jointly:

- a) Cancer education and awareness in general public
- b) Screening & Detection of Oral, Breast and Cervical Cancer in rural setting.
- c) Follow up on Cancer screened individuals.

Activities and responsibilities for undertaken under this MoU are listed in Annexure 1 and 2.

### **2) INTELLECTUAL PROPERTY:**

- a) All material and information provided by either Party under this MOU towards the activities envisaged shall remain the exclusive property of such Party and the Other Party does not and shall not derive or be deemed to have acquired any right, title or interest in the same.



- b) Each Party to this MOU represents that It shall not infringe or cause to be infringed any intellectual property rights of the other Party including any brand name, logo, trade name or those associated with any information or material provided under this MOU and shall keep the same strictly confidential.

**3) PUBLICITY & MARKETING:**

Both Parties agree to consult each other in case of any requirement for publicity of the said project to the media or any other agency and to act diligently in the best interest of the project.

**4) CONFIDENTIALITY:**

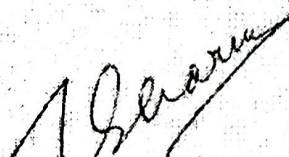
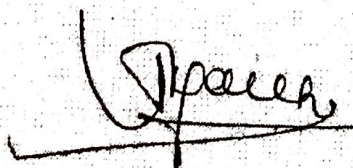
- a) Both Parties shall treat as strictly confidential and prevent disclosure thereof, of all Confidential Information exchanged pertaining to the Activities under this MOU including, but not limited to, information related to any processes, techniques, plans, formulations, products, testing, storage and other methodologies and norms, services, trade secrets and other technical knowledge and the fact and contents of and relating to this MOU between FMCI and ICS ("Confidential Information"). Both parties shall not disclose or use such Confidential Information for any other Party in any manner and shall only use such information for the purposes of this MOU.
- b) Confidential Information does not include information which
- (i) at the time of such disclosure was, or subsequently became, publicly available (other than as a result of its disclosure by either Party, in breach of this MOU);
  - (ii) at the time of such disclosure, was or subsequently became available on a non-confidential basis from a third Party source provided that such source was not subject to any duty of confidentiality in respect thereof; or
  - (iii) has been independently acquired or developed by it without relying on any information or material which is disclosed by or available from the other Party or by breaching any of its obligations under this MOU.

**5) TERMS OF MOU:**

This MOU shall come into force from the **Effective Date** and shall remain in force for a **period of 5 years** (60 months), from the Effective Date of the MOU. The Term of the MOU may be mutually extended on terms mutually agreed to by the Parties.

**6) TERMINATION:**

- a) On non-performance of the obligations as specified in this MOU, either Party shall be entitled to terminate this MOU for any such breach of the terms of the MOU remains uncured for a period of 15 working days from the date of



the notice to cure such breach. For the purpose of this clause, any breach of the terms of the MOU shall be deemed to have taken place from the date of the receipt of written intimation that a claim of breach has been raised.

- b) Notwithstanding anything contrary stated hereinabove, both parties shall have the right to terminate this MOU without assigning any reasons by giving 30 days written notice to the Other Party.

7) **FORCE MAJEURE:**

- a) Neither Party shall be liable for any failure or delay in performance under this MOU to the extent the said failures or delays are proximately caused by causes beyond that Party's reasonable control and occurring without its fault or negligence, including, without limitation, performance failures of parties outside the control of the contracting Party, Acts of God, War, Floods, Earthquakes, Strike, Lockouts, Epidemics, Riots, Civil Disturbance among others, provided that, force majeure will apply only if the failure to perform could not be avoided by the exercise of due care by the Party invoking this clause and such Party does everything reasonably possible to resume its performance under this MOU.
- b) A Party affected by an event of force majeure shall give the other Party written notice, with full details as soon as possible and in any event not later than fourteen calendar days of the occurrence of the cause relied upon. If force majeure applies, dates by which performance obligations are scheduled to be met will be extended for a period of time equal to the time lost due to any delay so caused. However, if the performance of the MOU is delayed beyond eight (8) weeks from the date of this MOU either Party may, at its discretion, terminate this MOU.

8) **GENERAL:**

a) **Severability:**

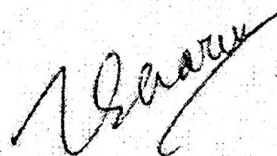
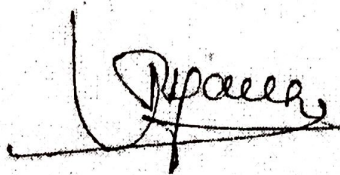
If any provision of this MOU is found by any court of competent jurisdiction to be invalid or unenforceable, the invalidity of such provision shall not affect the other provisions of this MOU, and all provisions not affected by such invalidity shall remain in full force and effect.

b) **Waiver:**

The waiver by either Party of a breach or default in any of the provisions of this MOU by the other Party shall not be construed as a waiver of any succeeding breach of the same or other provisions; nor shall any delay or omission on the part of either Party to exercise or avail itself of any right, power or privilege, operate as a waiver of any breach or default by the other Party.

c) **Relationship:**

This MOU is being entered into on a principal-to-principal basis,



d) Notices:

Any notice shall be given by way of registered post with Acknowledgment Due at the address given in the description of the Parties. Email communications shall not be accepted as valid legal notices. The address and other details of the Parties for the purpose of communication, unless otherwise notified in writing, to the other Parties shall be as provided in this MOU.

e) Binding Nature and Assignment

- i. This MOU shall be binding upon and inure solely to the benefit of the parties hereto and their successors and permitted assigns and nothing in this MOU shall confer upon any other person or entity any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of this MOU. Neither Party shall have the power to assign or transfer this MOU without the prior, written consent of the other Party.
- ii. This MOU constitutes the entire MOU between the parties hereto. There are no prior or contemporaneous, oral or written, representations, understandings or MOUs, which are not fully expressed in this MOU.

f) Amendment

No amendment, change order, waiver or discharge shall be valid unless it is in writing and signed by an authorized representative of the Party against whom such amendment, change order, waiver or discharge is sought to be enforced.

g) Limitation of Liability:

In no event shall either party be liable to the other party or any other entity for any kind of losses including analyst profits, or for any indirect, special, consequential or incidental damages arising out of this MOU, under any cause of action, whether or not such party or its agents have been advised of the possibility of such damage.

h) Dispute Resolution

- i. Any dispute or difference arising between the parties under this MOU or the implementation of the obligation arising there from shall be discussed mutually and resolved within a period of 30 days.
- ii. In the event that no such mutual settlement is reached, any and all disputes arising out of or in relation to this MOU shall be subject to the exclusive jurisdiction of the courts at Bengaluru, Karnataka, to the exclusion of all other courts.

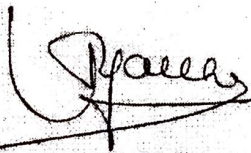
- i) Designated contact persons for parties to the MOU  
All notices, communication under this MOU will be sent by Registered AD and shall be addressed to:

For FMCI: Rev. Fr Richard Aloysius Coelho  
Administrator  
Father Muller Charitable Institution,  
Kankanady, Mangaluru 575 002

For ICS: Mr. Vijay Sharma,  
Honorary Secretary  
Indian Cancer Society

IN WITNESS WHEREOF, the parties to this MOU, intending to be legally bound, have duly executed this MOU to become effective as of the date first written above.

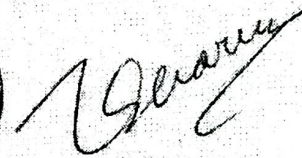
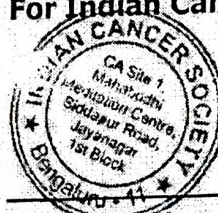
**For Father Muller Charitable Institution**



**Rev. Fr Richard Aloysius Coelho**  
Administrator  
Father Muller Charitable Institution

**REV. FR RICHARD ALOYSIUS COELHO**  
Director  
Father Muller Charitable Institutions  
Fr Muller Road, Kankanady  
MANGALORE-575002

**For Indian Cancer Society**



**Mr. Vijay Sharma**  
Honorary Secretary  
Indian Cancer Society

## ANNEXURE 1

**Name of Project:** Cancer screening & Awareness Camps in and around Mangalore.

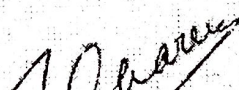
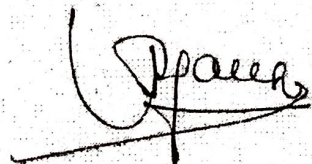
**Project Objective:**

1. Early diagnosis of certain types of cancer & follow-up with probable cases to initiate medical treatment.
2. To reduce the incidence of Cancer disease through awareness sessions.

**Project Activities and Responsibilities:**

Activity	Responsibility
Organize Camps	Both Parties
Assign Medical & Nursing Staff to screen for Cancer	FMCI
Assign Volunteers to manage the camp	Both Parties
Pre-Camp Survey	Both Parties
Define Process for Cancer Detection Camps in Mangalore region	ICS
Transport Arrangement	FMCI
Maintain Registration Details and track probable cases	Both Parties
Maintain, report and track the referred probable cases	Both Parties
Counselling Cancer Probable Cases	Both Parties
Follow-up diagnostic and treatment.	ICS & FMCI
Pathology and investigation charges	ICS, subject to terms & conditions and limits mentioned further below
Camp materials – Consumables ( PAP smear kit, slides, Spatula, fixative agents, staining materials)	ICS

Other than the above, both Parties agree that they will bear their respective costs with respect to the above activities.



Reimbursement will be done by ICS to FMCI at the following rates:

A. Investigations:

Sl No	Investigation	Cost in Rupees
1.	PAP Smear	No reimbursement will be made, as under the agreement the PAP smear Kit will be provided by ICS and the procedure will be carried out by personnel from FMCI.
	Mamogram	
	Single breast	600
	Both breasts	900
3.	Biopsy	210
4.	FNAC	330
5.	Cytology	120

**ANNEXURE 2**

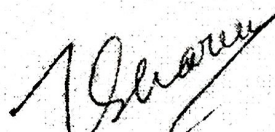
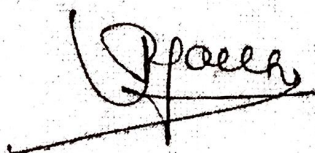
Treatment for individuals screened in ICS camps and diagnosed with cancer:

- FMCI will utilize the insurance schemes under which the patient is covered for expenses incurred during treatment.
- If the patient is not covered by any insurance scheme and is unable to meet the costs of treatment, by any other means, FMCI will send the Application for treatment, along with required supporting document to ICS.
- ICS would review each application and, provide financial support up to 2 patients in a quarter, to a maximum of Rs 25,000 per patient, to meet the initial cost of treatment, subject to the satisfaction of certain criteria and the discretion of the ICS management.

It is understood by both Parties that it is not mandatory for ICS to provide such financial support.

Qualifying Criteria for Funding of Initial Treatment:

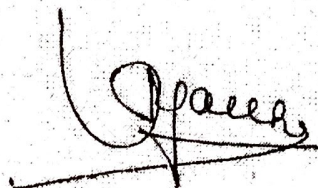
- Only those patients whose current family income does not exceed Rs.2,00,000 per annum would be considered eligible for aid.
- The patient must undergo treatment only at the empanelled hospital from which the application is received.
- The patient must be registered as a general ward patient (not private or semi-private).



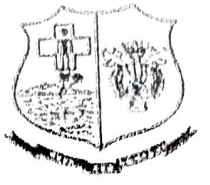
- To be eligible for initial treatment funding, young patients (below age of 18 years) need to have a projected five-year survival of 70% or more.
- To be eligible for Initial treatment funding, adult patients (18 years or above) need to have a projected five-year survival of 50% or more.

The funds would be disbursed for initial treatment only.

ICS would have the right to audit the records of FMCI to the extent necessary, to ensure proper utilization of the funds disbursed by ICS

A handwritten signature in black ink, appearing to read "Spall", with a horizontal line drawn underneath it.





**MEMORANDUM OF UNDERSTANDING  
BETWEEN  
Swami Vivekananda Yoga Anusandhana Samsthana (S-VYASA),  
Bengaluru  
AND**

**Father Muller Research Center,  
Unit of Father Muller Charitable Institutions, Mangalore**

(Constituent Colleges \* Father Muller Medical College.  
Father Muller Homeopathic Medical College.  
Father Muller College of Nursing. Father Muller College of Allied Health Sciences.  
Father Muller of College of Speech and Hearing)

**FOR COOPERATION IN THE FIELD OF RESEARCH & EDUCATION**

This Memorandum of Understanding is made on this **09<sup>th</sup> of January, 2019**

**PREAMBLE**

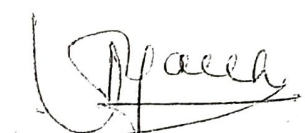
Swami Vivekananda Yoga Anusandhana Samsthana (S-VYASA), located at Bengaluru, India is a Deemed to be University recognized by the Ministry of Human Resource Development, Govt. of India. It offers Bachelors, Masters, Post-graduate programs, and Doctoral Programs in the field of Yoga. The S-VYASA University is a pioneer in the field of Yoga Research and Education.

The Father Muller Research Center(FMRC), located in Mangalore ,DK District, Karnataka is an interdisciplinary research laboratory of all the constituent Medical Institutions run by the Father Muller Charitable Institution devoted to research and education.

**SCOPE OF AGREEMENT**

This MoU is signed between Swami Vivekananda Yoga Anusandhana Samsthana and Father Muller Research Center for the purpose of Research and Education in the field of Yoga.


  
REV. FR RICHARD ALOYSIUS COELHO  
Director  
Father Muller Charitable Institutions  
Fr Muller Road, Kankanady  
MANGALORE-575002

## Objectives of MoU

- ✓ Both the parties mutually intend to conduct high quality research projects and publish in high impact journals
- ✓ To combine the best of the technology with the best of the traditional wisdom to innovate new tools for health and wellness
- ✓ To conduct and support joint workshops and seminars to disseminate usefulness of Technology in Traditional medicine

## Areas of Cooperation

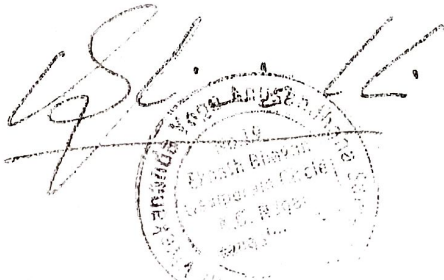
- ✓ Collaborative research projects on Yoga
- ✓ Developing health screening tools, particularly tools which may use alternative medicine diagnostic methods
- ✓ Participating in community health projects including health camps disease screening, field runs and health education
- ✓ Developing wearable sensors / measurement tools to assess Yoga and Meditation
- ✓ Conducting workshops and seminars related to the topic of technology and alternative medicine
- ✓ Faculty exchange programs, to the extent possible within existing programs at each institution

## Terms of Agreement

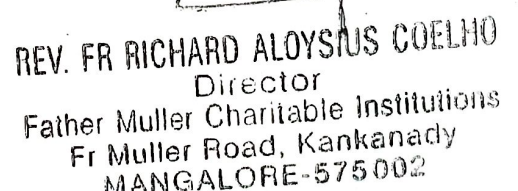
This memorandum is effective immediately upon its signature by the parties. Progress in achieving the objectives referred to herein will be reviewed periodically as mutually agreed and the memorandum may be amended at any time by mutual consent. Both parties reserve the right to terminate this memorandum by either party with one month written notice given to the other party.

## Confidentiality

Neither party shall, at any time disclose to any third party any confidential information of the other party which is acquired in the course of activities under this Memorandum, a collaborative project, without the prior written consent of the other party. The confidential obligations herein will not apply to information in the public domain; information in the possession of the receiving party prior to the disclosure of the information; information which is independently developed by the receiving party; information required to be released by law; or information which is rightfully received by the receiving party from third parties without any breach of confidentiality obligations.



A handwritten signature in black ink is written over a circular stamp. The stamp contains text in Kannada and English, including 'ಶ್ರೀ ಮುಲ್ಲರ್ ಕಾನ್ಕನಾಡಿ ಶಾಂತಿ ಸಂಸ್ಥೆ' and 'Father Muller Charitable Institutions'.



A handwritten signature in black ink is written above the typed name and address of the sender.

REV. FR RICHARD ALOYSIUS COELHO  
Director  
Father Muller Charitable Institutions  
Fr Muller Road, Kankanady  
MANGALORE-575002

## Intellectual Property

**Joint Inventions:** Inventions made jointly by employees and/or students of S-VYASA with employees and/or students of FMRC, and make use of data produced from the collaborative work, shall be jointly owned by S-VYASA and FMRC. S-VYASA and FMRC also agree to notify each other after an invention disclosure is received by either organization's technology licensing office.

**S-VYASA Inventions:** Title to any invention conceived or first reduced to practice solely by employees of S-VYASA apart from the collaborative work, or prior to the start of the collaborative work, shall remain with S-VYASA.

**FMRC Inventions:** Title to any invention conceived or first reduced to practice solely by employees of FMRC apart from the collaborative work, or prior to the start of the collaborative work, shall remain with FMRC.

## Ethics Approvals

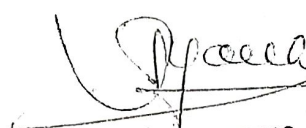
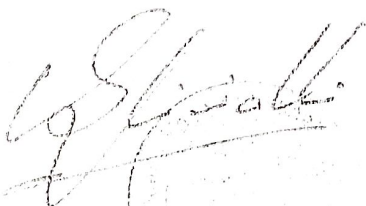
It is the responsibility of the investigators from each site to obtain necessary approvals for conducting this study and to ensure compliance with national and global guidelines on biomedical ethics. Each investigator is responsible for any litigation that arises from data collection at their site.

## Publications

Parties agree that any publication or conference presentation that makes use of the results and data produced from the collaborative work between FMRC and S-VYASA shall be mutually approved by both parties, and the principal investigators from both parties shall be invited to be co-authors of the publication or presentation. Each investigator has the right to decline the invitation to be a co-author. Both parties acknowledge that it may be necessary to delay publication in order to identify patentable subject matter and allow time for patents to be filed.

## Validity and Termination

- ✓ Memorandum will enter in to force on the date of signing
- ✓ Memorandum is valid for the period of five years.
- ✓ Parties may terminate this MoU at any time by written notice to the other party not later than one month.



REV. FR RICHARD ALOYSIUS COELHO  
Director  
Father Muller Charitable Institutions  
Fr Muller Road, Kankanady  
MANGALORE-575002

**For S-VYASA**

**Signature:**



**Dr. Srinidhi K Parthasarathi,**  
**Registrar,**  
Swami Vivekananda Yoga  
Anusandhana Samsthana,  
(S-VYASA), Bengaluru, India

**Witnesses:**

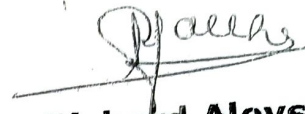


**Dr. Manjunath N K,**  
**Director-R & D and**  
**International Affairs,**  
Swami Vivekananda Yoga  
Anusandhana Samsthana,  
(S-VYASA), Bengaluru, India




**For FMRC/FMCI**

**Signature:**



**Rev Fr. Richard Aloysius Coelho,**  
**Director,**  
Father Muller Charitable Institutions,  
Father Muller Road, Kankanady,  
(FMRC), Mangaluru, India  
**REV. FR RICHARD ALOYSIUS COELHO**  
Director  
Father Muller Charitable Institutions  
Fr Muller Road, Kankanady  
MANGALORE-575002



**Dr B. Sanjeev Rai,**  
**Chief of Research,**  
Father Muller Charitable Institutions,  
Father Muller Road, Kankanady,  
(FMRC), Mangaluru, India

# FATHER MULLER CHARITABLE INSTITUTIONS

Fr Muller Road, Kankanady, Mangalore - 575 002

Units : Father Muller Medical College & Allied Health Sciences, Father Muller Homoeopathic Medical College, Father Muller College of Nursing, Father Muller School of Nursing, Father Muller College of Speech & Hearing, Father Muller Medical College Hospital, Father Muller Homoeopathic Medical College Hospital, Father Muller Simulation & Skill Centre, Father Muller Hospital-Thumbay, St Joseph Leprosy Hospital, Homoeopathic Pharmaceutical Division, Rehabilitation Unit, De-addiction Centre, Father Muller Convention Centre and Father Muller Indoor Stadium.

Tel : 0824-2238000

Fax : 0824-2436661



Email : [muller@fathermuller.in](mailto:muller@fathermuller.in)

Website : [www.fathermuller.edu.in](http://www.fathermuller.edu.in)

ESTD 1880

**GENERAL MEMORANDUM OF UNDERSTANDING (MoU) FOR  
ACADEMIC AND RESEARCH COOPERATION  
BETWEEN  
FATHER MULLER CHARITABLE INSTITUTIONS, MANGALORE  
AND  
ST JOSEPH ENGINEERING COLLEGE, VAMANJOOR, MANGALORE.**

Father Muller Charitable Institutions (FMCI), Kankanady, Mangalore and St Joseph Engineering College, Mangalore, establish this General Agreement to foster mutual co-operation in education and research.

Both parties agree to encourage the following activities to promote academic co-operation and exchange of domain knowledge;

- Exchange of materials in education and research, publications and academic information;
- Facility to the research scholars to exchange data, ideas and knowledge;
- Joint research and meeting for education and research;
- Technical assistance;

Both parties shall discuss the issues concerned to the satisfaction of each party and enter into specific activity agreements based on mutually agreed objectives and outcomes of the relationship.

1. This General Agreement shall be applicable to educational and research organizations attached to each party.
2. This Agreement constitutes the entire agreement between the parties and all prior discussions, agreements and understandings, whether verbal or writing are assumed to be merged in this agreement.
3. This is not considered to be a contract creating legal and financial relationship between the parties. Rather, it is designed to facilitate and develop a genuine and mutually beneficial exchange process/ research relationship and so forth.
4. This General Agreement shall become effective as on the date of signature of both parties. The Agreement may be amended by the written consent of the parties.
5. This Agreement should be reviewed at the end of **five years** to evaluate the progress and the quality of the mutual cooperation. The Agreement may be extended upon the written consent of both parties. If the agreement is not renewed by mutual consent, the Agreement will conclude at the end of the specific time period, or after activities in progress have concluded.
6. This Agreement may be terminated by either party with a minimum of 30 days written notice. However, activities in progress at the time of termination of this agreement shall be permitted to conclude as planned unless otherwise agreed.
7. Both institutions subscribe to a policy of equal opportunity and do not discriminate on the basis of race, color, gender, age, caste, creed, ethnicity, region, religion or nationality and on similar issues.
8. All disputes or difference arising between the parties as to the affect, validity or interpretation of this MoU or as to their rights, duties or liabilities shall be resolved by mutual discussion between representatives of St Joseph Engineering College and Father Muller Charitable Institutions.
9. Neither St Joseph Engineering College, nor Father Muller Charitable Institutions will be held responsible for any liability to the other party, and neither party shall be required to purchase any insurance against loss or damage to any property due to activities to which agreement relates.
10. Each party shall designate a person or office to serve as liaison for implementing this agreement. For Father Muller Charitable Institution, Kankanady Mangalore, the contact person will be Dr D V Muralidhara, Chief Research Officer. For St Joseph Engineering College, contact person will be Dr Dayakshini, Head of the Department of Electronics and Communication Engineering.

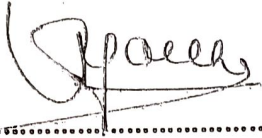
11. All collaborations will have its own agreement/contract which addresses issues such as publications, IPR, funding pattern, disclosure of information etc., This has to be based on the mutual discussion and agreement finalized by the concerned people involved in it.

**Signatories:**

For

Father Muller Charitable Institutions

Kankanady, Mangalore

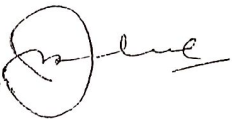


Rev. Fr Richard Aloysius Coelho

Director

Date: 16-02-2019.

Witness



Dr Jayaprakash Alva

Dean:

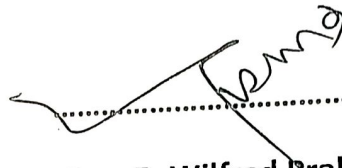
Date: 20.2.19.



For

St Joseph Engineering College,

Vamanjoor, Mangalore



Rev. Fr Wilfred Prakash D'Souza

Director

Date: 15/02/19

Dr Rio D'Souza

Principal:

Date: 15/2/19

