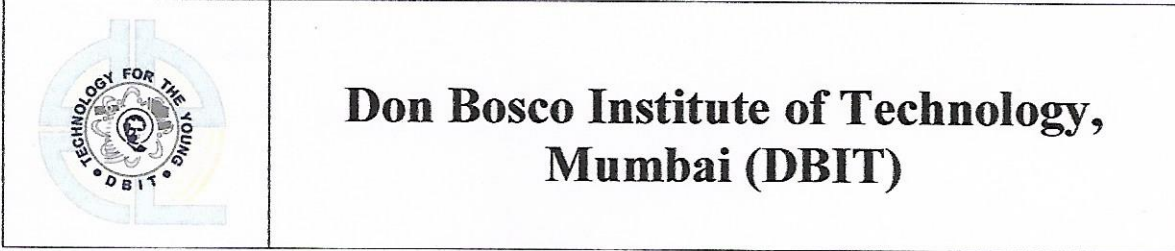
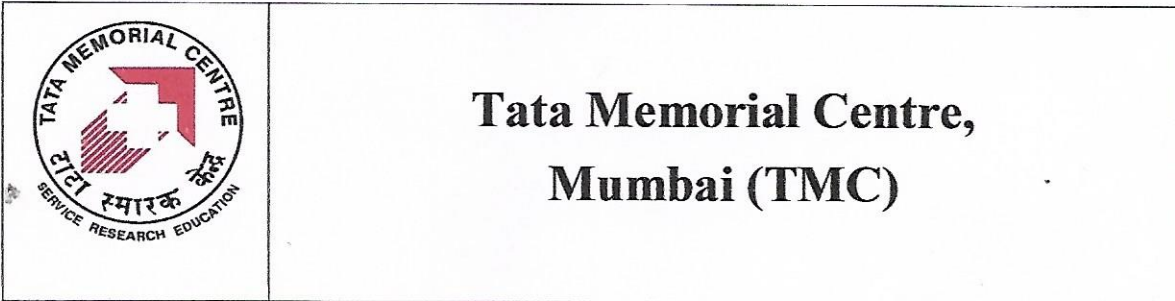


# MEMORANDUM OF UNDERSTANDING

BETWEEN



AND



**THIS MEMORANDUM OF UNDERSTANDING** (hereinafter referred to as the “MoU”)

is made in duplicate and entered on this 6<sup>th</sup> day of February 2023.

**BETWEEN**

**Don Bosco Institute of Technology**, Premier Automobile Road, Kurla (W), Mumbai - 400070, Maharashtra, India (hereinafter called **DBIT** which expression shall include its successors-in-interest and assigns), of the one part.

and

**Tata Memorial Centre**, Dr. E Borges Road, Parel, Mumbai - 400 012 India (hereinafter called **TMC** which expression shall include its successors-in-interest and assigns), of the another part.

**DBIT** and **TMC** shall hereinafter be referred to singularly as “the Party” and collectively as “the Parties”.

**WHEREAS**

- A. **DBIT** is recognized as a premier institution for technical education and research. It is approved by AICTE, New Delhi and Government of Maharashtra, and is affiliated to the University of Mumbai. The institute is ever encouraging the research activities and fostering a research oriented academic culture. It provides the state of the art computing facilities. **DBIT** has expertise in the area of Electronics and computing in general and Signal Processing, Image Processing and Medical Image Analysis in particular.
- B. **TMC** is an autonomous body owned, funded and under the administrative control of Department of Atomic Energy, Govt. of India. It is an internationally recognized premier institution for prevention, diagnosis, treatment, research and education in cancer. It has supported several projects in R & D by enrolling participants and providing clinical samples for research.
- C. The Parties are desirous of entering into this MoU to declare their respective intentions and to establish a basis of co-operation and collaboration between the Parties upon the terms as contained herein.

**THE PARTIES HAVE REACHED AN UNDERSTANDING** as follows:

**ARTICLE I**

**OBJECTIVES**

Principal research cooperation shall be focused on

- 1. To conduct joint/collaborative research and consultancy, in the areas of medical image processing like early stage cancer detection and diagnosis, imaging quantification of body composition in cancer patients etc. Also, validation of softwares being developed at **DBIT** as part of research work.

2. To collaborate to share and exchange information of National level projects between both the Parties for mutual benefit and knowledge enhancement. To increase the relevance of academic research (Joint guidance for Ph.D. and PG students), and product development initiatives.
3. To facilitate interactions among experts, doctors, students and faculty members of both the parties.

## **ARTICLE II**

### **AREAS OF CO-OPERATION**

1. **Dr. Suyash Kulkarni, Dr. Meenakshi Thakur and Dr. Nilesh Sable of TMC and Dr. Satishkumar Chavan of DBIT** will coordinate on behalf of the two parties.
2. **DBIT and TMC** as mutually agreed for sharing resources such as exchange of faculty members and Doctors (TMC) for delivering expert talks, joint research work, joint publications, students training and project/dissertation work, etc. The travel and other expenses for the visitors will be borne by the respective hosts. Students will have to bear their own expenses.
3. Analysis of the data at DBIT and TMC.

## **ARTICLE III**

### **CONFIDENTIAL INFORMATION**

1. Is received from third party having no obligations of confidentiality to the disclosing party. Is independently developed by the receiving party, or is required to be disclosed by Law or Court order.
2. Neither Party shall at any time disclose or cause or permit to disclose to any other third party, any Confidential Information of the parties, acquired pursuant to this MoU



without the written consent of the other Party, other than employees who have a need to know for the purpose.

3. For the purpose of this MoU "Confidential Information" means any information whether prior to or hereafter disclosed by a Party (the Disclosing Party) to the other Party (the Receiving Party) in the course of this MoU involving technical, inventions (whether or not patentable) business, marketing, policy, know how, planning, project management and other information which is designated to be confidential or by its nature intended to be for the knowledge of the Receiving Party, is given in the circumstances of confidence Excluding such information already in the public domain.
4. No Party shall publish or otherwise make public any Confidential Information made available to each other without the prior written consent of the other Party. .

The obligation above shall not extend to any confidential information for which the receiving party can prove that this information is in the public domain at the time of disclosure, or comes within the public domain without fault of the receiving party. Is already known or becomes known to the receiving party.

#### **INTELLECTUAL PROPERTY RIGHTS:**

1. All intellectual property, involving but not limited to inventions (whether or not patentable), clinical data, laboratory data, trade secrets know how other proprietary assets developed in collaboration including patents and patent applications relating thereto jointly owned by the parties.
2. Copy right will rest on the party concerned.
3. Each party may pursue other research outside the scope of this MoU, and invention (whether patentable or not) and all other intellectual property rights will be the sole property of such party, or the joint property or parties as may be agreed upon mutually.

However, DBIT must receive permission from TMC whenever using the data received from TMC in the other research.

#### **ARTICLE IV**

##### **NO AGENCY**

Nothing contained herein is to be construed so as to constitute a joint venture partnership or formal business organization of any kind between the Parties or so to constitute either Party as the agent of the other.

#### **ARTICLE V**

##### **ENTRY INTO EFFECT AND DURATION**

1. This MoU will come into effect on the date of signing and will remain in effect for a period of three (3) years extendable for further period.
2. This MoU may be extended for a further period as may be agreed in writing by the Parties.
3. Either Party may terminate this MoU by giving one (1) month's written notice to the other Party.
4. Notwithstanding the termination of this MoU, the obligations of the Parties in Article IV shall remain and survive despite the due date and/or termination date.

#### **ARTICLE VI**

##### **NOTICES**

Any communication under this MoU will be in writing in English language and delivered by registered mail to the address or sent to the electronic mail address or facsimile number of DBIT and TMC, as the case may be, shown below or to such other address or electronic mail address or facsimile number as either Party may have notified the sender and shall, unless otherwise provided herein, be deemed to be duly given or made when delivered to the recipient at such address or electronic mail address or facsimile number which is duly acknowledged.

## **DBIT**

Don Bosco Institute of Technology, Premier Automobile Road, Opp. Kohinoor Mall,  
Kurla (W), Mumbai – 400 070, Maharashtra, India.

### **Contact person:**

**Dr. Satishkumar Chavan**, Associate Professor, EXTC Department

**Email:** [satishkumar.dbit@dbclmumbai.org](mailto:satishkumar.dbit@dbclmumbai.org) , [satyachavan@gmail.com](mailto:satyachavan@gmail.com)

## **TMC**

Tata Memorial Centre, Dr. E Borges Road, Parel,  
Mumbai - 400 012 India, Maharashtra, India.

### **Contact person:**

**Dr. Suyash Kulkarni** , Professor and Head , Dept. of Radiodiagnosis.

**Email:** [suyashkulkarni@yahoo.com](mailto:suyashkulkarni@yahoo.com).

**Dr. Nilesh Sable**, Professor, Dept. of Radiodiagnosis.

**Email:** [drnileshsable@gmail.com](mailto:drnileshsable@gmail.com).

## **ARTICLE VII**

### **AMENDMENTS**

This MoU may be amended or supplemented in writing subject to the mutual consent of the Parties.



## **ARTICLE VIII**

### **ASSIGNMENT**

Unless otherwise agreed in writing, all Parties shall not transfer or assign all or any of their rights, obligations or benefit hereunder to any third party.

## **ARTICLE IX**

### **DISPUTE RESOLUTION**

The Parties agree to resolve all problems arising by negotiations and discussions and with a view to mutual benefit. In the event of failure to resolve such disputes or differences. They will be referred to Affiliation as per Arbitration and Conciliation Act 2021, and the Rules framed there under. The courts in Mumbai shall have exclusive jurisdiction to adjudicate the disputes differences arising out of the MoU.

### **REPRESENTATION:**

The parties have represented that they are authorized and competent to enter into this MoU, and that they have obtained necessary approvals from their respective organizations.

IN WITNESS WHEREOF the Parties hereto have executed this Memorandum of Understanding on the day and year first above written.

Signed for and on behalf of  
DBIT, KURLA (W), MUMBAI



Fr. Mario Vaz  
Executive Director, DBIT, Mumbai  
Date:

Seal:



Dr. Prasanna Nambiar  
Principal, DBIT

Dr. Satishkumar Chavan  
Associate Professor  
Dept of EXTC, DBIT

Signed for and on behalf of  
TMC, MUMBAI



Dr. Rajendra A. Badwe  
Director, TMC, Mumbai  
Date:

Seal:

Dr. R. A. Badwe, MS,  
Director  
Tata Memorial Centre  
Dr. E. Borges Marg, Parel,  
Mumbai - 400 012.

Dr. Suyash Kulkarni  
Professor and Head, Dept of  
Radiodiagnosis, TMC

Dr. Meenakshi Thakur  
Professor, Dept. of  
Radiodiagnosis, TMC

Dr. Nilesh Sable  
Professor, Dept. of  
Radiodiagnosis, TMC