

# MEMORANDUM OF UNDERSTANDING

Between



## **Punjab Engineering College**

(Deemed to be University)

Sector-12

Chandigarh 160012, India

And



## **Fortis Hospital Mohali (Fortis),**

a Unit of Fortis Healthcare Ltd

Phase - 08, Sector - 62, Mohali

## MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (hereinafter "MoU") is being entered on ~~Jan. 13, 2023~~ ("Effective Date")

### By and Between

**Punjab Engineering College (Deemed to be University) Chandigarh**, (abbreviated as PEC or PEC, Chandigarh) functions under the control of the Government of India through the Chandigarh Administration (hereinafter refer to as 'PEC, Chandigarh'), represented by its Director, having its main office at Sector -12, Chandigarh-160012.

And

**Fortis Hospital Mohali (Fortis)**, a Unit of Fortis Healthcare Ltd having registered office at Phase - 08, Sec-62, Mohali. Fortis Healthcare Limited – an IHH Healthcare Berhad Company – is a leading integrated healthcare services provider in India. It is one of the largest healthcare organisations in the country with 36 healthcare facilities (including projects under development), 4000 operational beds and over 400 diagnostics centres (including JVs). It draws strength from its partnership with global major and parent company, IHH, to build upon its culture of world-class patient care and superlative clinical excellence.

Both the parties, after due deliberations, have now decided to sign a MoU, effective from \_\_\_\_\_, the mutually agreed terms of which are the following: -

1. PEC and Fortis faculty may participate in the joint research collaborative projects.
2. The faculty of Fortis and PEC will explore the possibility of jointly writing grants and act as co-investigators for conducting collaborative research with Indian and foreign agencies.
3. PEC and Fortis will encourage staff of their respective institutions to work in each other's laboratories to mutually transfer their expertise.
4. PEC and Fortis are permitted to be co-guides of each other's B.Tech / MSc / M.Tech/ MD / DM/ MCh/ DNB and PhD students.
5. PEC and Fortis will work closely in the areas of cooperation through organization of lectures, symposia, short-term training courses, etc.
6. Research collaborators/inventors of PEC and Fortis under joint projects will have share in publications and copyrights. The priority in the authorship shall be decided mutually based on contribution in the manuscript and will be decided prior to the start of the project.

Dean Alumni Corporate  
& International Relations  
Punjab Engineering College,  
Deemed to be University  
Chandigarh

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7. Research collaborators / inventors of PEC and Fortis in joint projects will have share in patents. The priority will be decided mutually based on the contribution in the patent.
8. Research collaborators / inventors of PEC and Fortis under joint projects shall have share in royalties. In case a commercially exploitable/Licensable know-how emerges from this work, the money, to be received from such a sale/license, shall be shared by both the teams based on the extent of contribution and in accordance with organizational rules of respective institutes and their governing bodies.
9. PEC and Fortis will have share in all unique research emerging out of the projects. The priority and share will be decided based on the extent of contribution.
10. The faculty and students of Fortis and PEC will be allowed an entry based on identity cards of PEC / Fortis to each other institutes and provide access to library resources.
11. The ethical clearance for each project will be obtained from the respective Institute's Ethics Committee / Review Boards, as applicable, before starting any work.
12. One Nodal Officer, from each organization, will be appointed by Director of the institutes, to ensure smooth working under the MoU.
13. Both parties have agreed that, they shall not disclose, any information or data, which is communicated in writing, orally or visually, or otherwise acquired or developed by PEC or Fortis in connection with this MoU or the Project, without other party's written consent.

Each party shall maintain and preserve, during the term of this MOU, the confidentiality of all information and the terms and conditions of this MOU. It is further agreed between the Parties that such information shall not be used for any purpose other than the performance of their obligations under this MOU.

For the purposes of this Clause, following information shall be considered as exception:

- (i) The information which is or becomes public knowledge through no fault of either Party; or
- (ii) The information which is disclosed by a third party with legal right to do so; or
- (iii) The information which is disclosed to any government, regulatory authority or court, if a Party is obligated by law or judicial decree to do so, provided that the disclosing Party promptly notifies the other, when such obligation arises, to enable the other Party to seek an appropriate protective order and to make known to the said government, regulatory authority or court the proprietary nature of the information.
- (iv) On expiration or termination of this MOU, each party shall return all originals and copies of any information, item or property of the other Party to the disclosing Party, except as otherwise provided for in this MOU.

#### 14. INTELLECTUAL PROPERTY

- a. The Parties acknowledge that this MOU does not transfer or assign any interest, title or right in any intellectual property from one Party to another.



- b. Any of the Party will not monetize, share, cross-sell, publish or transfer, whether for consideration or otherwise, such Records, in any manner whatsoever. Nothing contained herein shall be construed to grant to either party, any rights to any intellectual property of other party, now or hereinafter in existence, except for the limited purposes as set forth herein.

## 15. FORCE MAJEURE

If the performance by either Party, of any of its obligations under the *MoU* is prevented, restricted or interfered with by reason of Force Majeure, then such Party shall be excused from such performance to the extent of such prevention, restriction or interference provided that:

- (a) the Party claiming Force Majeure shall give prompt notice to the other Party within a period of seven (7) days from the date of the Force Majeure occurrence providing a description of such Force Majeure, including a description, in reasonable detail, of the cause of the Force Majeure; and
- (b) the Party claiming Force Majeure shall use reasonable efforts to avoid or remove cause of non-performance and shall continue performance hereunder as soon as Force Majeure ceases.

## 16. ASSIGNMENT

Neither Party may assign, voluntarily or by operation of law, any of its rights or obligations under this *MoU* without the prior written consent of the other Party; provided that Fortis may assign its rights and obligations under this *MoU* to an Affiliate, associate or subsidiary. Subject to the foregoing, the *MoU* shall be binding on the Parties and their respective successors and assigns.

## 17. RELATIONSHIP

The relationship between parties in the performance of this *MoU* shall be on principal-to-principal basis. No provision of this *MoU* shall be deemed to constitute a partnership or joint venture between the Parties.

No provision of this *MoU* shall constitute either Party as the legal representative or agent of the other, nor shall either Party have the right or authority to assume, create or incur any liability or any obligation of any kind, express or implied, against or in the name of or on behalf of the other Party except as provided expressly under this *MoU*.

## 18. JURISDICTION

The Parties irrevocably agree that the Courts in Chandigarh shall have exclusive jurisdiction on any matter arising out of this *MoU*.

Dean Alumni Corporate  
& International Relations  
Punjab Engineering College,  
Deemed to be University  
Chandigarh

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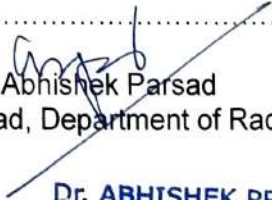
This MoU is valid for a period of 5 years commencing from Jan 13, 2023. Any mid-course change introduced/suggested by the Review Committee and duly approved by the appropriate authorities shall also be deemed to be valid.

For Fortis Healthcare Ltd, Mohali:

  
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**Dr. Vikramjeet Singh**  
Medical Director  
**DR. VIKRAMJEET SINGH DHALIWAL**  
Medical Director  
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**Dr. Abhishek Prasad**  
Head, Department of Radiology


**Dr. ABHISHEK PRASAD**  
M.D.  
Sr. Consultant & Head  
Department of Radiology  
Fortis Hospital, Mohali (Pb.)  
Ph.0172-4692222 (Extn.6740)

Date:  
Place:

For Punjab Engineering College  
(Deemed to be University)  
Sector- 12, Chandigarh

  
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**Professor, Baldev Setia**  
Director  
**Director**  
Punjab Engineering College  
(Deemed to be University)  
Chandigarh

  
.....

**Professor, Divya Bansal**  
Dean Alumni, Corporate &  
International Relations

**Dean Alumni Corporate  
& International Relations**  
Punjab Engineering College,  
Deemed to be University  
Chandigarh

Date:  
Place: