

Memorandum of Understanding between

Jubilee Mission Medical College and Research Institute,
Bishop Alappatt Road, Jubilee Mission P O, Thrissur, Kerala 680005, India

and

Sahrdaya College of Engineering & Technology,
P.B No.17, Kodakara, Thrissur, Kerala 680685, India

This Memorandum of Understanding (herein after referred to as MoU) is made on the 8th Day of December, 2016 between, Director, Jubilee Mission Medical College and Research Institute, Bishop Alappatt Road, Jubilee Mission P O, Thrissur, Kerala 680005, India the global futuristic healthcare conglomerate; hereafter referred to as "**Jubilee Mission**" on one part and, Executive Director, Sahrdaya College of Engineering & Technology, Kodakara, Thrissur, managed by Irinjalakuda Diocesan Educational Trust, Irinjalakuda, mentioned hereafter as "**Sahrdaya**", on the other part as partners.

WHEREAS both **Jubilee Mission** and **Sahrdaya**, herein after called 'Parties', desires to plan and carryout programme for promoting Medical-Engineering interaction, herein referred to as "Programme", jointly with the diligence and efficiency as desired within this MoU in conformity with appropriate administrative, financial and educational practices and implement all such plans and activities and reforms as required for the Programme.

WHEREAS **Jubilee Mission** and **Sahrdaya** agree to enter into a MoU with the terms as follows.

OBJECTIVES OF JUBILEE MISSION-SAHRDAYA PROGRAMME

The major objectives for which the parties associate with each other are:

- a. To facilitate academic and research interactions among stakeholders of both Institutes.
- b. To create an ecosystem in both the campuses, this promotes to develop Indigenous affordable healthcare solutions.
- c. To share ideas and implement methods, for promotion of Research, Innovation and Skill development among the stakeholders of both the parties.
- d. Collaborate to share and exchange information between both parties for mutual benefit and knowledge enhancement.
- e. To enable healthcare projects from sahrdaya to access towards the Ethical committee constituted by Jubilee Mission.
- f. To enable the use of laboratories and test facilities in Sahrdaya on a preferential basis by Jubilee Mission and vice versa to conduct various tests/analysis that are pre approved and mutually agreed in writing.
- g. To provide opportunity for eligible students from undergraduate, graduate, and research scholars of Sahrdaya to undertake hospital training and projects at Jubilee Mission for mutual benefit.
- h. To conduct joint/collaborate research and consultancy. In case of such joint external consultancy, the income generated will be shared based on mutual agreement set forth for each separately.
- i. To organise national/international seminars or conferences of common interest jointly at campuses of any of the parties

THE PROGRAMME

This MoU is to formalize joint programme activities that will help to establish a mutually beneficial relationship built on academic, scientific and technological cooperation which include Faculty exchange, research, Innovation, consultancy, Entrepreneurship Development, promotion of healthcare quality standards, internship ,training programs for stakeholders and creation of a Centre of Excellence in healthcare technological advances

for continued industry- institute interface and interaction. The following activities are indicative of the types contemplated through this joint programme :

RESEARCH-ENTREPRENEURSHIP PARTICIPATION & COLLABORATION

1. Visits of stakeholders of **Jubilee Mission** to **Sahrdaya** and vice versa for consultations, meetings, workshops, short courses, and research participation will be encouraged and facilitated.
2. Encourages Joint Research projects and Innovation development among both the institutes and its stakeholders.
3. In connection with research projects, use of laboratories and test facilities in Jubilee Mission on a preferential basis by Sahrdaya and vice versa; the expense towards the usage will be managed from the concerned projects itself.
4. Entrepreneurship Initiatives from stakeholders of Jubilee Mission will be supported with Incubation space in Sahrdaya Technology Business Incubator on a preferential basis.
5. Healthcare related projects from Sahrdaya will be permitted to access the expertise of Ethical committee constituted by Jubilee Mission

STUDENT INTERNSHIPS AND TRAINING

Biomedical Engineering Students of Sahrdaya will be encouraged to take advantage of the opportunities that exist at Jubilee Mission facilities to understand healthcare technology, clinical research and development, hospital management and marketing. Participation in programme that allow students to gain valuable experience & training as interns will be encouraged. However Jubilee Mission will have no obligation to hire the student interns from Sahrdaya.

Students of Jubilee Mission will be encouraged to take advantage of the opportunities that exist at Sahrdaya facilities to understand technological advancements, collaborative research, hackathons and entrepreneurship opportunities. Participation in programs that allow students to think out of the box will be encouraged.

FACULTY EXCHANGE AND CONSULTANCY

It is highly encouraged to share faculty and skill expertise of both the institutes for mutual benefit. Sharing Sahrdaya's Engineering domain expertise as well as Jubilee Mission's clinical domain expertise will help both the institutes to create an innovative culture. This may result in development of several Indigenous Healthcare affordable solutions.

IMPLEMENTATION AND MONITORING

For implementing and monitoring of the programme **Jubilee Mission** and **Sahrdaya** also agree that:

- a. The interaction between **Jubilee Mission** and **Sahrdaya** will be implemented by creating a Coordination Cell both at **Jubilee Mission** and **Sahrdaya**.
- b. Each such cell will be headed by an employee nominated by the respective Head of institution who shall be designated as Network Coordinator and whose main responsibility will be to execute and coordinate all activities envisaged under this MoU.
- c. **Jubilee Mission** and **Sahrdaya** will constitute a Network Coordination Committee (NCC) for regular monitoring of the activities and achieving the set targets. The Committee will meet at least once in four months and review the progress.
- d. If the activities could result in the form of publication/patent then the IPR (Intellectual Property Rights) will be with both the institutes with due percentage share agreed upon each such products/publications/patents.
- e. Notwithstanding this MoU, **Jubilee Mission** and **Sahrdaya** will sign separate agreement for specific projects. Prior to undertaking of such projects mentioning the resource involvements regarding manpower, time and facilities etc.

NON-DISCLOSURE OF CONFIDENTIAL INFORMATION

Jubilee Mission and **Sahrdaya** also agree that they will abide by the non-disclosure of any confidential information exchanged during the Programme.

FINANCE

Regarding the financial arrangements connected with the implementation of the project herein stated, **Jubilee Mission** and **Sahrdaya** further agree that

- a. Both the institutions will make use of only the services of the existing employees throughout the implementation process of the Project, and both the parties will not be under any obligation to hire more than the existing employees for the project purpose.
- b. Both the parties to this MoU will utilize only the existing infrastructure for industry-academic interaction arrangement stated herein, and neither of the parties will be under obligation to add to the presently available infrastructure for the purpose of the project.

INDEMNITY

Both parties hereby indemnify and shall keep the other party and their respective officers and employees indemnified and protected from and against any claims or actions arising out of or in any way relating to the provision and implementation of the Programme as per this MoU.

DURATION

This MoU will be active for a period of Ten years from the date of this MoU provided that NCC should meet atleast two times an year and it can be extended for further period by mutual consent after evaluating the activities conducted.

TERMINATION

Either party has the right to terminate this MoU by giving ninety days written notice to the other party.

JURISDICTION

All differences or disputes arising out of or in connection with this MoU, failing amicable settlement, shall be referred to arbitration in accordance with the arbitration and conciliation act, 1996 for the time being in force and the place of arbitration shall be at Thrissur, Kerala.

The two parties of this MoU agree to act in good faith and in a spirit of mutual understanding and accommodation to facilitate the achievement of goals set under the Programme.

IN WITNESS WHEREOF the parties here to have caused this MoU to be signed in their respective names as of the day and year.



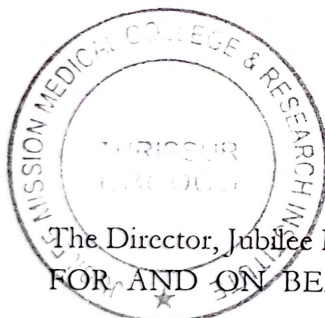
[Signature]
Dr. Anu Alappadan

For Sahrdaya College of
Engineering & Technology

Dr. Anu Alappadan
Executive Director

Executive Director, Sahrdaya College of Engineering & Technology, Thrissur

FOR AND ON BEHALF of Sahrdaya College of Engineering & Technology, Thrissur-680684



[Signature]
08/12/16

DIRECTOR
JUBILEE MISSION MEDICAL COLLEGE &
RESEARCH INSTITUTE, THRISSUR
KERALA - 680 005

The Director, Jubilee Mission Medical College and Research Institute, Thrissur

FOR AND ON BEHALF of Jubilee Mission Medical College and Research Institute,
Thrissur-680005

WITNESS:

1. Member from Sahrdaya

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08/12/16

2. Member from Jubilee Mission

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