

3.7.2 Number of functional MoUs with institutions/ industries in India and abroad for Internship, on-the-job training, project work, student / faculty exchange and collaborative research during the last five years (10)  
 3.7.2.1: Number of functional MoUs with institutions/ industries in India and abroad for internship, on-the-job training, project work, student / faculty exchange and collaborative research during the last five years

Organisation with which MoU is signed	Name of the institution/ industry/ corporate house	Year of signing MoU	Duration	List the actual activities under each MoU year wise	students/teachers participated
LTM Medical College, Sion, Mumbai		2013	Ongoing	On the job training	100
Seth G.S. Medical College, Parel		2011	5 years	On the job training	44
Seth G.S. Medical College, Parel		2016	5 years	On the job training	140
Wadia Hospital, Parel, Mumbai		2013	5 years	On the job training	15



PROF. S. D. BANAVALI, MD  
 DEAN (ACADEMICS)  
 TATA MEMORIAL CENTRE  
 MUMBAI - 400 012.



टाटा स्मारक केन्द्र  
TATA MEMORIAL CENTRE

टाटा स्मारक अस्पताल  
TATA MEMORIAL HOSPITAL

AA No. 1013175

प.ऊ.वि. भारत सरकार का एक सहायता अनुदान प्राप्त संस्थान  
A GRANT-IN-AID INSTITUTE OF THE DEPARTMENT OF ATOMIC ENERGY, GOVT. OF INDIA

Annexure-II

Ref:

August 7, 2020

The list of functional MoUs with institutions/ industries in India and abroad for internship, on-the-job training, project work, student / faculty exchange and collaborative research during the last five years in respect of Tata Memorial Centre (name of the institute), a Constituent Institution/ Off Campus Centre of HBNI is enclosed herewith.

Director/ Registrar

(Signature)

PROF. S. D. BANAVALI, MD  
DEAN (ACADEMICS)  
TATA MEMORIAL CENTRE  
MUMBAI - 400 012.

Encl: As above

Seal



Dr. E. Borges Marg, Parel  
Mumbai - 400 012, India.  
Phone: +91-22-2417 7000  
Fax: +91-22-2414 6937

डॉ. ई. बोरजेस मार्ग, परेल.  
मुंबई - ४०० ०१२. भारत.  
दूरभाष : +९१-२२-२४१७ ७०००  
फैक्स : +९१-२२-२४१४ ६९३७

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THE UNIVERSITY OF TEXAS  
MD ANDERSON  
CANCER CENTER

February 5, 2010

Office of the President

Rajendra A. Badwe, M.D.  
Director  
Tata Memorial Centre  
Dr. E. Borges Marg, Parel  
Mumbai 400 012  
India

Professor Mohandas K. Mallath, M.D.  
Dean of Academics  
Tata Memorial Centre  
Dr. E. Borges Marg, Parel  
Mumbai 400 012  
India

Re: Sister Institution Relationship Agreement between Tata Memorial Centre and The University of Texas M. D. Anderson Cancer Center

Dear Dr. Badwe and Dr. Mallath:

As you know, Tata Memorial Centre ("Tata") entered into a Sister Institution Agreement (the "Contract") with M. D. Anderson Services Corporation, an affiliate of The University of Texas M. D. Anderson Cancer Center ("M. D. Anderson"). That Contract was subsequently assigned by M. D. Anderson Services Corporation to M. D. Anderson. It was effective as of October 6, 2003, and expired by its own terms as of October 5, 2008.

By Letter Agreement dated November 17, 2008, the Contract was renewed for an additional year, expiring on October 4, 2009.

Tata and M. D. Anderson have now decided to continue this arrangement and the purpose of this new contract (referred to below as the "Agreement") is to set forth the terms and conditions under which the Parties will renew their "Sister Institution" relationship (the "Sister Institution Relationship") for a term of five (5) years effective as of October 5, 2009 ("Effective Date"). This Agreement shall serve as the basis for a mutually beneficial relationship for collaboration in developing and exchanging clinical, educational, prevention, and research programs for the eradication of cancer.

## I. PRIMARY OBLIGATIONS

- A. Sister Institution Relationship Objectives. M. D. Anderson and Tata will work together to establish goals and objectives for the Sister Institution Relationship as mutually agreed to by the Parties, which may include, but shall not be limited to, the following functions:



- (a) physician education and training,
  - (b) clinical services,
  - (c) research collaborations,
  - (d) quality assurance programs,
  - (e) faculty exchange visits,
  - (f) scientific endeavors,
  - (g) nursing and other technical support staff training, and
  - (h) other academic programs determined to be mutually beneficial.
- B. Program Development. Any program that is developed under this Agreement shall be the subject of a separate written agreement that is negotiated and executed by authorized representatives of the Parties.
- C. Liaison. Each Party shall designate an individual who shall serve as the primary contact for all communications regarding this Agreement.
- D. Non-Exclusive Arrangement. The Parties agree that neither Party shall be precluded from entering into arrangements to provide any research, patient care, education or consultation services of any kind or nature with any other entities, persons, or organizations, no matter where such entities, persons, or organizations may be located.
- E. Dispute Resolution. Any disputes between the Parties shall be resolved according to the dispute resolution provisions and rules of arbitration set forth on Attachment "B" to this Agreement.

## II. FINANCIAL TERMS BETWEEN THE PARTIES

- A. Expenses of the Parties. Each Party shall bear its own expenses related to its development of the goals and objectives for the Sister Institution Relationship.
- B. Sister Institution Relationship Programs. The compensation for any Sister Institution programs shall be negotiated by the Parties as such programs are finalized and documented in writing pursuant to Section I.B. above.

## III. USE OF NAME

- A. Name Use. Neither Party nor any affiliate thereof shall use or register any form of the other Party's name, symbols, trademarks, or service marks in any advertising, promotional materials, or other medium (including but not limited to the internet, domain names, or URL addresses) or for any other purpose without

the prior written consent of the other Party. Notwithstanding the foregoing, this Agreement shall serve as the Parties' written consent only for use of their names as follows:

1. Tata may make available to its patients such general information regarding M. D. Anderson that is (a) prepared and produced by M. D. Anderson at M. D. Anderson's expense and (b) provided by M. D. Anderson to Tata for distribution to Tata's patients.
  2. M. D. Anderson may make available to its patients such general information regarding Tata that is (a) prepared and produced by Tata at Tata's expense and (b) provided by Tata to M. D. Anderson for distribution to M. D. Anderson's patients.
- B. Related Programs. If the Parties determine that it is mutually beneficial for their names to be used in connection with programs that are developed by the Parties, such name use may be permitted only as reflected in the written agreements between the Parties with respect to such programs.
- C. Registration. Tata shall not apply to register or maintain any application or registration of the M. D. Anderson Cancer Center trademark or any other mark confusingly similar thereto in any jurisdiction worldwide.
- D. Termination of Agreement. Any use of any form of a Party's name, symbols, trademarks, or service marks that is approved by the Party or otherwise permitted pursuant to this Agreement shall terminate automatically upon the expiration or earlier termination of this Agreement. Further, upon expiration or earlier termination of this Agreement, each Party shall (i) cease and desist any such use of any form of the other Party's name, symbols, trademarks, or service marks and (ii) with respect to any documents that use or reference any such form of the other Party's name, symbols, trademarks, or service marks, promptly return to the other Party all materials and documents which are reasonably feasible to be returned and destroy any documents that are not feasible to be returned.

#### IV. TERM AND TERMINATION

- A. Term. This Agreement shall be effective for a period of five (5) years commencing as of the Effective Date.
- B. Termination. Either Party may terminate this Agreement prior to its expiration as follows:
1. This Agreement may be terminated by mutual written agreement of the Parties.
  2. Either Party may terminate this Agreement without cause by giving ninety (90) days' prior written notice to the other Party.



3. Either Party may terminate this Agreement with cause by giving thirty (30) days' prior written notice to the other Party. For purposes of this Agreement, "cause" shall be construed to mean a material breach of an obligation to be performed hereunder that is not cured within thirty (30) business days following receipt of written notice of the breach.
- C. Immediate Termination. Either Party may terminate this Agreement effective upon notice and without an opportunity to cure if the other Party or any affiliate thereof has violated the restrictions set forth in Section III above.
- D. Effects of Termination. Upon expiration or earlier termination of this Agreement, as provided herein, neither Party shall have any further obligation hereunder except for (a) obligations accruing prior to the date of termination, and (b) obligations, promises, or covenants contained herein that are expressly made to extend beyond the term of this Agreement.

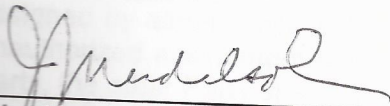
## V. MISCELLANEOUS

- A. General Provisions. Attached hereto as Attachment "A" is a document entitled "General Provisions" that sets forth additional terms and conditions that are incorporated into and made a part of this Agreement and apply to the Sister Institution Relationship between the Parties.
- B. Translations. If Tata wishes to translate this Agreement into another language, Tata will do so at its sole expense. Any translation of this Agreement shall be used for reference purposes only. In the event of any conflict or inconsistency between the English language version of this Agreement and any translation of this Agreement, the executed English language version shall govern the interpretation and construction hereof.
- C. Incorporation of Attachments. All Exhibits and Attachments to this Agreement are incorporated by reference herein and are made a part of this Agreement.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

If this Agreement accurately reflects your understanding of the Sister Institution Relationship to be entered into between the Parties, please confirm Tata's acceptance of the terms and conditions set forth in this Agreement by signing the enclosed copy in the space provided below and returning it to me. Tata's failure to sign and return one (1) copy of this Agreement via overnight commercial carrier service within fifteen (15) days of the date hereof shall make the terms of this Agreement null and void.


Sincerely,

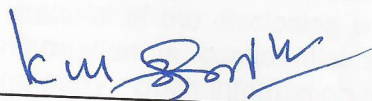


John Mendelsohn, M.D.  
President  
The University of Texas  
M. D. Anderson Cancer Center

TATA HEREBY AGREES AND ACCEPTS THE TERMS SET FORTH IN THIS AGREEMENT

PLEASE SIGN & DATE

By:   
Rajendra A. Badwe, M.D.  
Director  
Tata Memorial Centre

By:   
Professor Mohandas K. Mallath, M.D.  
Dean of Academics  
Tata Memorial Centre

Date Signed: 16 FEB 2010

Date Signed: 17 FEB 2010

Attachments "A" and "B"



# MEMORANDUM OF UNDERSTANDING BETWEEN THE SETH GS MEDICAL COLLEGE [KEM HOSPITAL] AND THE TATA MEMORIAL CENTRE ON THE TRAINING OF POSTGRADUATE MEDICAL STUDENTS

## ARTICLE I. PURPOSE

This Memorandum of Understanding (MOU) is entered into by the Seth GS Medical College (KEM Hospital) (hereinafter called KEMH) and the Tata Memorial Centre (hereinafter called TMC) and is jointly referred to as the "Parties". The purpose of the agreement is to facilitate postgraduate medical training programs and Research that involves hands on training of residents and fellows from TMC and KEMH (hereafter referred to as "activities"). This MOU envisages cooperation, coordination and utilization of the complementary facilities and capabilities of KEMH and TMC. This MOU will enhance the working relationship between the Parties and is also intended to facilitate long term collaborative research, development of faculties and related activities that are mutually beneficial to the missions of the Parties.

## ARTICLE II. PROGRAM TITLE:

The training of postgraduate medical students by the use of mutual resources, patients, facilities and clinical materials.

## ARTICLE III RATIONALE

It is recognized fact that KEMH and TMC have common interests in conducting postgraduate medical education. The KEMH and TMC have been teaching postgraduate medical students with clinical and practical training for past three decades in a number of subjects. Both the parties have different capabilities and resources for postgraduate medical education. The training of postgraduate medical students will be achieved by the use of mutual resources, patients, facilities and clinical materials. This collaboration will help ensure that the PG students will get the best of training for better management of patients.

The KEMH is one of the largest multi-specialty hospitals in Mumbai and have developed large facilities to impart medical education. The KEMH is willing to provide these facilities to train postgraduate students from TMC as a part of the project. KEMH is also willing to collaborate in any new discovery research projects in the course of this MOU.

The TMC is a large referral cancer Centre in India that treats over 30000 new patients with cancer. TMC have been running several PG courses for past 30 years. TMC has had an informal association with KEMH for training of their PG students to cover some of the low volume services as related to benign disease. They have been helping KEMH in the management of their cancer patients as well as train students in some the low volume services.

On the basis of this background, a collaborative study is therefore proposed between KEMH and TMC.

## ARTICLE IV. POSTGRADUATE SUBJECTS FOR TRAINING

MD, ANESTHESIOLOGY  
MD, PATHOLOGY  
MD, RADIOLOGY  
MD, NUCLEAR MEDICINE  
MD, PALLIATIVE CARE MEDICINE  
MD, MICROBIOLOGY  
MD, IMMUNO-HAEMATOLOGY & BLOOD TRANSFUSION  
DM, GASTROENTEROLOGY  
DM CRITICAL CARE  
MCH, PLASTIC SURGERY

## ARTICLE V. RESPONSIBILITIES OF THE PARTIES

The Parties will actively seek areas for collaboration in training and teaching by making the best use of the knowledge, capabilities and facilities of the Parties.



The specific responsibilities of KEM and the TMC are as follows:

**A. The KEMH will**

1. Train the PG students in benign diseases
2. Provide facilities to train the TMC PG students in those areas and procedures which have low patient volumes at TMC.
3. Allow the PG student to use the teaching and training facilities including the library.
4. Permit the students and faculty to undertake collaborative research projects.

**B. The TMC will:**

1. Provide training in Cancer Medicine and clinical oncology.
2. Provide facilities to train the KEMH PG students in those areas and procedures which have low patient volumes at KEMH.
3. Allow the PG student to use the teaching and training facilities including the library.
4. Permit the students and faculty to undertake collaborative research projects.

**ARTICLE VI. TRAINING PERIOD AND STIPEND**

All the TMC residents will train for a total period of 6 months to 1.6 years depending on the speciality department during their 3 years training period. KEMH residents will train at TMC for a variable period depending on the needs. No stipend will be paid by the visiting institutes. Actual payment of stipends to the residents will be made from their parent institutions where they are registered.

**ARTICLE VII. COMMUNICATIONS**


To provide for consistent and effective communications, the Parties have designated points of contact consisting of concerned Head of Departments in TMC and KEMH. In order to steer the programme smoothly, a 3 member committee would be evolved after such interaction. The points of contact shall coordinate all communication links between KEMH and TMC on matters relating to this MOU. Attendance reports will be provided on a monthly basis to the students from the visiting supervisor.

**ARTICLE VIII. EFFECTIVE DATE, AMENDMENT AND TERMINATION**

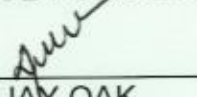
This MOU is effective upon the date of the last signature by the parties and shall remain in effect for a five-year period from the effective date unless terminated in accordance with the terms set forth herein. This MOU would be reviewed annually with mutual consent for incorporating any modifications that may be required. KEMH and TMC may terminate this MOU "Only under very compelling reason" by providing 30 calendar days written notice. Upon request by a party, the parties shall review this MOU to assure that it continues to reflect the appropriate understandings and procedures to provide for current needs and capabilities.

**Amendments:** Amendments, including additions, deletions, or modifications to this MOU, may be proposed in writing by either party for the other party's consideration. If all the parties agree to the revision, KEMH or TMC will amend this MOU, and forward it to the Component Representatives for signature.

**ACCEPTANCE FOR TMC**

By:  Date: 14/2/11  
PROF. RAJENDRA A. BADWE  
DIRECTOR  
TATA MEMORIAL CENTRE, PAREL, MUMBAI 400012, INDIA  
Dr. R. A. Badwe, MS,  
Director  
Tata Memorial Centre  
Dr. E. Borges Marg, Parel,  
Mumbai - 400 012.

**ACCEPTANCE FOR KEMH:**

By:  Date: \_\_\_\_\_  
PROF. SANJAY OAK  
DEAN,  
SETH GS MEDICAL COLLEGE & KEM Hospital, PAREL, MUMBAI 400012, INDIA  
Director (ME & MH.)  
Seth G. S. Medical College & K.E.M. Hospital



TATA MEMORIAL CENTRE  
टाटा स्मारक केन्द्र  
TATA MEMORIAL HOSPITAL  
टाटा स्मारक अस्पताल

AA No. 279375

Mumbai  
05.07.2013

To

Dr. Avinash Supe  
Dean,  
LTMGH and LTMMC  
Sion  
Mumbai

Dear Dr. Supe

We have started **DM Critical Care specialty** (MCI recognised) in our hospital in 2012 (first 2 seats in the country). During the 3 year curriculum, we wish to send our students to other hospitals to get further experience and widen their horizons. In this regard we would like them to rotate in the prestigious **Trauma Unit and EMS** of your hospital for a **period of 1 month**.

**We wish to send 2 students every year for a period of one month (one at a time) during the second half of each year.** Requesting you to kindly grant permission for the same and inform the concerned authorities and units, where they will rotate about the same.

Thanking you,

Yours Sincerely

Professor Kailash Sharma  
Director Academics,  
Tata Memorial Centre,  
Mumbai

Permitted.

Dr mecnakumar / Dr Alok sharma  
to coordinate

ansupe

10/7  
DEAN

Lokmanya Tilak Municipal General  
Hospital & Medical College,  
Sion, Mumbai - 400 022.

DM Critical Care  
file

22-7-2013

Dr. E. Borges Marg, Parel  
Mumbai - 400 012, India.  
Phone : +91-22-2417 7000  
Fax : +91-22-2414 6937

E-mail : medimail@tmc.ernet.in  
Website : http://tmc.gov.in

Cancer is curable, if detected early.

डॉ. ई. बोर्जेस मार्ग, परेल,  
मुम्बई - ४०० ०१२, भारत.  
दूरभाष : +९१-२२-२४१७ ७०००  
फैक्स : +९१-२२-२४१४ ६९३७

जल्द इलाज होने पर कैंसर ठीक हो सकता है।



**MEMORANDUM OF UNDERSTANDING**

**BETWEEN**

**TATA MEMORIAL HOSPITAL**

**And**

**MERCK SERONO, MIDDLE EAST FZLLC**

**THIS MEMORANDUM OF UNDERSTANDING** (hereinafter referred to as "MOU") is made this 24<sup>th</sup> of June 2016

**BETWEEN**

**THE Tata Memorial Hospital** a body corporate having its Office at Dr. Ernest Borges Road , Parel Mumbai 400 012 , India, hereinafter referred to as "TMC"; (which expression shall unless the meaning or context otherwise requires shall mean and include its successors and assigns) of the First Part;

**AND**

**MERCK SERONO, MIDDLE EAST FZLLC**, having its address at Dubai Healthcare City, Al Razi Building No. 64 block F, PO Box 22730 Dubai hereinafter also referred to as "MERCK";(which expression shall unless the meaning or context otherwise requires shall mean and include its successors and assigns) of the Third Part;

**"Tata Memorial Hospital"** and **"MERCK"** are hereinafter also referred to individually as "Party" depending on reference and collectively as the "Parties".

**WHEREAS**, it is agreed by mutual discussion between Tata Memorial Hospital and MERCK to establish a strategic collaboration with the intention to provide " Fellowship course in Paediatric and Medical Oncology" of the Tata memorial hospital for doctors from Africa in order to increase the limited number of medical oncologists and hence improve access to cancer care in Africa;

**AND WHEREAS**, the Parties, hereto agree that detailed terms and conditions guiding the activity identified above;

**AND WHEREAS**, the Parties, hereto are desirous of reducing the terms and conditions agreed between the parties, in writing;

**NOW THEREFORE, THIS MEMORANDUM OF UNDERSTANDING WITNESSETH AND IT IS HEREBY AGREED BY AND AMONG THE PARTIES HERETO, AS UNDER:**

**1) AIMS AND OBJECTIVES-**

The purpose of this MOU is to permit the initiation of collaboration between Tata Memorial Hospital and MERCK with the aim to provide "Fellowship course in paediatric and Medical Oncology" for doctors from Africa in order to increase the limited number of medical oncologists and hence improve access to cancer care in Africa..

**2) ROLES, DUTIES AND RESPONSIBILITIES-**

- a) Tata Memorial Hospital will prepare syllabus of the Fellowship Course and update the course when it is needed.
- b) Tata memorial Hospital is in-charge and responsible to give and conduct the Fellowship course in pediatric and Medical Oncology for the Approved African Candidates.
- c) Tata Memorial Hospital will provide the technical and professional support/ training to the fellows during their fellowship program.
- d) MERCK is in-charge and responsible to coordinate resources existing in the company for sponsoring the coat of travel, accommodation and living of the African Candidates/ fellows for Pediatric and Medical Fellowship Program in the form of Medical grant to the extent agreed by the Parties. . MERCK shall have absolute discretion with regard to the sponsorship and fellowship fund for the selected fellows from Africa for this Fellowship Program.
- e) Merck will provide arrangement of stay in India of the students of fellowship course.
- f) The role, duties and responsibilities which are not expressly determined in this MoU shall be as mutually decided by the parties to this MoU.
- g) Merck shall pay an administrative fees of USD \$2000 per student to Tata Memorial Hospital



**3) IMPLEMENTATION-**

- a) Tata Memorial Hospital will develop the fellowship syllabus of the fellowship course that will be delivered at Tata Memorial Hospital by their experts.
- b) Total duration of the Fellowship course will be of 1 year .
- c) The Tata Memorial Hospital and MERCK will provide the support and complete their duties and responsibilities in view of implementation of the fellowship program as mentioned in Article 3 above and also manage the issues occurred during the fellowship program and need for revisions, if any, during the fellowship program, by mutual discussion and consent.
- d) MERCK will provide and coordinate the resources existing in the company for implementing Merck Africa Fellowship Program in collaboration and to the extent agreed with Tata Memorial Hospital in the manner as mentioned above in this MoU.
- e) The other terms and conditions for implementation of said fellowship course which are not expressly determined in this MoU will be as mutually decided and expressly agreed by the parties from time to time.

**4) EFFECTIVITY AND TERMINATION OF MOU-**

- a) This MoU will be effective initially for the period of five years from the date of execution.
- b) The period of the MoU may be extended by mutual consent and express document made by the parties.
- c) Either party may terminate this MoU by serving six months prior notice in writing for communicating its intention of termination of MoU by mentioning reason of termination. However, the fellowship course of the admitted students and the programs and activities ongoing at the time of termination will be completed before termination of MoU.

d) Before termination / expiry, of the MOU, the dues of the parties will be settled towards the objectives of the Merck Africa Fellowship program.

5) **AMENDMENT-**

The parties may revise, amend or modify all or any part of this MoU by way of mutual consent in writing which shall come into force from such date to be determined by the parties.

6) **INTELLECTUAL PROPERTY RIGHT-**

a) The curriculum (syllabus), course material and content shall be the joint property of the Tata Memorial Hospital.

b) Any use of the logo and name of a party or parties requires the prior written permission of the concerned party.

7) **CONFIDENTIALITY-**

All information and/or data that may be exchanged, acquired and shared in connection with the areas of cooperation between the parties pursuant to this MoU shall be treated as strictly confidential and shall not be divulged by the receiving party to any third party without the prior written consent of the disclosing party unless otherwise the same has already been in the public domain. This obligation shall continue to bind the parties hereto notwithstanding the termination of this MoU.

8) **GOOD FAITH-**

In entering into this MoU, the parties recognize that it is impractical to make provisions for every contingency that may arise in the course of the performances thereof. Accordingly, the parties hereby declare it to be their intention that this MoU shall operate between them in accordance with the principals of good faith, with fairness and without detriment to the interests of any of the parties. If in the course of this MoU, unfairness to any party is disclosed or anticipated or any dispute arises, the parties shall use their best endeavors to agree upon such action as may be necessary and equitable to remove or resolve the cause(s) of the same. If the parties hereto fail to resolve the disputes or disagreements amicably then



the MoU shall be deemed to be terminated forthwith subject to the provisions mentioned above in effectivity and termination of MoU clause.

**10) FORCE MAJEURE-**

a) Neither Party here to shall be liable for any failure to perform its obligations hereunder to the extent that performance has been delayed, hindered or prevented by any circumstances beyond the reasonable control of that Party, including without prejudice to the generality of the foregoing, any act of God, war, riot, civil commotion, fire , explosion, flood, adverse weather, epidemic or other natural physical disaster, strike, lock-out or other form of industrial action or any form of Government or super-national authority intervention.

b) Where a cause beyond the control of the Party convened arises as aforesaid, the obligations of the Parties hereunder shall be suspended until the cessation of such circumstances whereupon the obligations of the Parties shall be resumed. If such circumstance will be continued for more than 2 (two) continuous days, the MoU may be terminated.

c) The affected Party to be able to avail of this clause will be obliged to inform the other Party of :

i) The occurrence of any such event of Force Majeure; and

ii) The cessation of such Force Majeure event immediately upon, or soon after such occurrence.

**11) RELATIONSHIP BETWEEN PARTIES-**

a) Under no circumstances shall this collaboration be considered to be a bench-mark / precedent for any future transaction between the Parties.

b) The - Parties- shall not represent to any third party whatsoever regarding the subsistence of any kind of partnership, association of persons, collaboration, agency or employment relationship between the Parties.

**12) ASSIGNMENT-**

Each of the Parties understands and acknowledges that each Party shall not assign or otherwise transfer its rights or obligations under the MOU, in whole or in part, without the prior written consent of the other Party. Under no circumstances shall the Parties have the right to assign / sub-contract/ outsource any of its services under this MoU and any attempt to do the same shall render this MOU void, except that Merck shall have the right to assign this MOU to an affiliate of Merck.

**13) SEVERABILITY AND WAIVER-**

If any provision of this MOU is or becomes, in whole or in part, invalid or unenforceable but would be valid or enforceable if some part of that provision was deleted, that provision shall apply with such deletions as may be necessary to make it valid. If any Court / Tribunal of competent jurisdiction in India hold any of the provisions of this MOU unlawful or otherwise ineffective, the remainder of this MOU will remain in full force and the unlawful or otherwise ineffective provisions will be substituted by a new provision reflecting the intent of the provision so substituted.

**14) NOTICE-**

a) Any notice required to be given hereunder shall be in writing and shall be delivered to the address of the contact persons.

b) The contact persons of the parties shall be as under:

i) The Central contact person for Tata Memorial Hospital:

**Dr. K. S. Sharma**

Director (Academics)

Tata Memorial Centre

Dr. E. Borges Road

Parel, Mumbai 400 012

INDIA.

E-mail: rashmikailashsharma@yahoo.co.in

Telephone Nos.: +91 22 2417 7044




- ii) The Central contact person for MERCK is:  
NAME: Rasha Kelej  
POSITION: Chief Social Officer, Merck Healthcare  
ADDRESS:  
PO Box P.O.Box 22730, Dubai  
United Arab Emirates  
EMAIL: Rasha kelej@merckgroup.com  
TEL. NO: +971551049659

15) **RESOLUTION OF DISPUTES-**

It is hereby agreed by both the parties that if at any point of time, any dispute/doubt /differences /questions arise regarding the interpretation of this MOU or in respect of the rights, duties and liabilities of the parties, any such dispute, doubt or difference or question shall be decided jointly by the parties. However, if the parties hereto failed to resolve the dispute(s) or disagreement(s) amicably then the MoU shall be deemed to be terminated forthwith subject to the provisions mentioned above in term and termination of MoU clause.

**IN WITNESS WHEREOF THE PARTIES HERETO HAVE HEREUNDER SET AND SUBSCRIBED THEIR RESPECTIVE HANDS AND SEAL ON THE DAY AND THE YEAR FIRST HEREINABOVE WRITTEN.**

Signed, Sealed and delivered  
on Behalf of the above named  
Tata memorial Hospital by its  
Director  
**Dr. K.S. Sharma**

  
**Prof. K.S. Sharma**  
DIRECTOR - ACADEMICS, TMC  
Mumbai - 400 012



Signed, Sealed and delivered on  
Behalf of the above named -MERCK  
SERONO, MIDDLE EAST FZ LLC by  
its ~~CEO~~, Merck Serono Middle East  
FZLLC

Name: .....

*Paolo Carui*  
PAOLO CARUI

Witnessed by Chief Social Officer, Merck Healthcare

1. Name of the witness	Ms. Rasha Kelej
Address of the witness	Merck Healthcare PO Box P.O.Box 22730, Dubai United Arab Emirates
Telephone No.	+971551049659
Signature of witness	<i>Rasha Kelej</i>
Date: _____ 2015	

*Paolo Carui*







TATA MEMORIAL CENTRE  
टाटा स्मारक केन्द्र  
TATA MEMORIAL HOSPITAL  
टाटा स्मारक अस्पताल

AA No. 393545

December 8, 2011

The Director,  
Seth G.S. Medical College,  
KEM Hospital, Parel,  
Mumbai-400 012

Sub : Memorandum of Understanding with KEM for M.Sc. Nursing

Sir,


We have made MOU between KEM Hospital and Tata Memorial Hospital on the training of Post graduate students , similarly for the PG students of M.Sc.(Nursing) is also attached for your approval and signature, as this course is started from June 2011 at Tata Memorial Hospital, under Homi Bhabha National Institute.

As per the curriculum prescribed by Indian Nursing Council, the students should obtain clinical experience in various wards for Gen. Medicine, Gen. Surgery, Orthopaedics, Cardiac, Emergency and Neurology. The duration of training is required 6 to 7 months.

We are planning to start posting of our students as early as possible.

Thanking you,

Yours sincerely,

  
PROF.K.S. SHARMA  
DIRECTOR (ACADEMICS),TMC



Dr. Ernest Borges Marg, Parel,  
Mumbai - 400 012,India  
Phone : +91 -22-2417 7000  
Fax :+91 -22-2414 6937

E-mail : medimail@tmc.ernet.in  
Website : http://tmc.gov.in

डॉ. ई. बोर्जेस मार्ग, परेल,  
मुंबई - ४०० ०१२, भारत.  
दूरभाष : +९१-२२-२४१७ ७०००  
फैक्स : + ९१-२२-२४१४ ६९३७



महाराष्ट्र MAHARASHTRA



क्र. 110 दिनांक :  
विक्रेती सौ. ज्योती प्र. दुआ  
६, कोडांजी चाळ नं.-३, पासुदेव पेंडणेकर मार्ग,  
टाटा हॉस्पिटल जवळ, मुंबई - ४२.  
श्री/श्रीमती.....  
अस न्यायिकेतर मुद्रांक पेपर विकला,  
L.S.V. No. 205

EX 419489  
EM DEC 2011

Dr. R. A. Badwe  
Tata Memorial  
Hospital  
Parrel - M-12

स्टॅम्प वेंडर  
परेल, मुंबई

SHRI. K. R. MADGE

**MEMORANDUM OF UNDERSTANDING BETWEEN DEPARTMENT OF NURSING  
(TATA MEMORIAL CENTRE AND SCHOOL OF NURSING, KEM HOSPITAL) ON THE  
TRAINING OF NURSING STUDENTS**

**ARTICLE I: PURPOSE**

This memorandum of understanding (MOU) is entered into by the Department of Nursing, Tata Memorial Centre (hereinafter called as TMC) and School of Nursing, KEM Hospital (hereinafter called KEMN) and is jointly referred to as the "Parties". The purpose of the agreement is to facilitate nursing education training programs and Research that involves hands on training of nursing students from TMC and KEMN (hereafter referred to as "activities"). This MOU envisages co-operation, co-ordination and utilisation of complimentary facilities and capabilities of KEMH and TMC. This MOU will enhance the working relationship between the Parties and is also intended to facilitate long term collaborative nursing research, nursing education and related activities that are mutually beneficial to the missions of the Parties.



## **ARTICLE II: PROGRAM TITLE**

The training of nursing students by the use of mutual resources, patients, facilities and clinical materials.

## **ARTICLE III: RATIONALE**

It is recognised fact that KEMN AND TMC have common interest in conducting nursing education. The KEMN and TMC have been teaching nursing students with clinical and practical training for the past several decades in a number of subjects. Both the parties have different capabilities and resources for nursing education. The training of nursing students will be achieved by the use of mutual resources, patients, facilities and clinical materials. This collaboration will help ensure that the nursing students will get the best of training for better comprehensive management of patients.

The KEM Hospital is one of the largest multi-speciality hospitals in Mumbai and have developed large facilities to impart clinical experience to nursing students. The KEMN is willing to provide these facilities to train students of nursing education from TMC as part of the project. KEMN is also willing to collaborate in any new discovery research projects in the course of this MOU.

The Tata Memorial Centre is a large referral Cancer Centre in India that treats over 30,000 new patients with cancer. TMC has been running several cancer nursing education programmes with an aim of extending and expanding role of nurses in cancer care. TMC has an association with KEMN for educating of their nursing students in GNM covering Oncology curriculum. TMC have been helping KEMN in the area of providing formal education in Cancer nursing and providing an opportunity to visit the institution in some of the low volume services and visiting of their students for hydroclave and stoma clinic. On the basis of this background, a collaborative partnership is therefore proposed between KEMN and TMC.

## **ARTICLE IV – NURSING SUBJECTS FOR TRAINING**

M.Sc. MED-SURGICAL NURSING  
CRITICAL CARE NURSING  
POST BASIC DIP. IN ONCOLOGICAL NURSING  
1 MONTH PALLIATIVE CARE NURSING  
CERTIFICATE COURSE IN INFECTION CONTROL  
1 MONTH COURSE IN LONG TERM CVAD  
3 MONTHS COURSE IN ENTEROSTOMAL THERAPY  
GENERAL NURSING

#### **ARTICLE V – RESPONSIBILITIES OF THE PARTIES**

The parties will actively seek areas for collaboration in training and teaching by making the best use of the knowledge, capabilities and facilities of the Parties. The specific responsibilities of KEMN and TMC are as follows:

A) The KEMN will –

- 1) Train nursing students in providing nursing care patients with benign diseases.
- 2) Provide facilities to train TMC M.Sc. nursing students in those areas and procedures which have low patient volumes at TMC.
- 3) Allow nursing students to use the teaching facilities including library.
- 4) Permit the students and faculty to undertake collaborative research projects.

B) The TMC will –

- 1) Provide training in nursing care of patients with malignant diseases.
- 2) Provide facilities to train KEMN nursing students in areas of Oncology, Hydroclave, stoma care and infection control & catheter care.
- 3) Allow nursing students to use the teaching and training facilities including lectures, visiting institutes, library.
- 4) Permit the students and faculty to undertake collaborative research projects.

#### **ARTICLE VI – TRAINING PERIOD & STIPEND**

All the TMC nursing students will train for total period of minimum 3 months to maximum 1 year depending upon the type of experience required towards fulfillment of the curriculum. The KEMN students will train at TMC for a variable period depending on the needs. No stipend will be paid by the visiting institutes. Actual payment of the stipend will be made from the parent institution where the nursing students are registered.

#### **ARTICLE VII – COMMUNICATIONS**


To provide for consistent and effective communication, the Parties have designated points of contact consisting of concerned head of nursing department in TMC and KEMN. In order to start the programme smoothly, a 3 member committee would be evolved after such interaction. The points of contact shall co-ordinate all communication taken between KEMN and TMC on matters relating to MOU.



**ARTICLE VIII – EFFECTIVE DATE, AMENDMENT AND TERMINATION**

This MOU is effective upon the date of the last signature by the parties and shall remain in effect for a 10 year period from the effective date unless terminated in accordance with the terms set forth herein. This MOU would be reviewed, annually with mutual consent.

**ACCEPTANCE FOR TMC :**

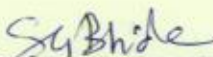
BY   
1.12.11

MRS. S.S. JOSHI  
NURSING SUPERINTENDENT,  
TATA MEMORIAL CENTRE  
PAREL, MUMBAI – 400 012.

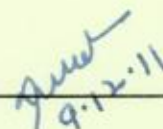
BY 

PROF. R.A. BADWE  
DIRECTOR  
TATA MEMORIAL CENTRE  
PAREL, MUMBAI – 400 012.

**ACCEPTANCE FOR KEMH :**

BY   
2/12/11

MS. SWATI BHIDE  
MATRON,  
SETH G S MEDICAL COLLEGE & KEM  
HOSPITAL, PAREL, MUMBAI 400 012.

BY   
9.12.11

PROF. SANJAY OAK  
DEAN/DIRECTOR  
SETH G S MEDICAL COLLEGE & KEM  
HOSPITAL, PAREL, MUMBAI 400 012.

**MEMORANDUM OF UNDERSTANDING  
BETWEEN  
DEPARTMENT OF MEDICAL SERVICES, MINISTRY OF HEALTH AND SPORTS  
OF  
REPUBLIC OF UNION OF MYANMAR  
AND  
TATA MEMORIAL CENTRE, MUMBAI, INDIA  
ON  
ACADEMIC EXCHANGE AND COLLABORATION IN HEALTH CARE**

The Tata Memorial Centre (TMC), Mumbai, India and the Department of Medical Services (DOMS) of Ministry of Health and Sports of Republic of Union of Myanmar DOMS implement the following MoU in recognition of mutual interest arising from the establishment of successful co-operation and academic relations between two parties towards capacity building and improved health care in oncology.

**I. GOALS OF PARTNERSHIP**

The purpose of this MoU is to establish academic exchange between two parties and to collaborate for health care in oncology leading to improved medical services and clinical care of cancer patients.

**II. AREAS OF COOPERATION**

The above goals will be carried out by collaboration which can incorporate all the programs that are desirable, feasible and based on the principles of mutual interests, including the following activities:

**Human resources development and capacity building:** Both parties agree to engage in academic exchange towards human resource development and capacity building by:

1. **Training of medical doctors, nurses, technicians and other health care professionals:** This will be carried out in the form of short visits, short-term observer-ship or clinical attachment programs to structured long term training programs including fellowships and hands-on training
2. **Visiting consultants/ experts/advisors:** Faculty members or experts from TMC may be invited as an advisor or visiting consultant for institutions under DOMS for the purpose of consultation for a specified period of time, upon approval of the Home Institution.



3. **Exchange of faculty members/academic staff:** One or more of faculty members from either party may be nominated to visit the other institution for the purpose of advanced study, or to take part in academic activities and giving lectures upon agreement of both sides
4. **Exchange of staff:** Staff from either party including doctors, nurses, paramedical and health care staff may involve in exchange program to learn and share experiences
5. **Exchange of post-graduate trainees/fellows:** Each institution or party may send post-graduate students or fellows to the other institution in appropriate fields of study
6. **Other mutually benefit projects like joint conferences, clinical or research collaboration, etc.**

### III. TERMS OF COOPERATION

1. Each specific activity implemented under this MoU shall be mutually discussed and agreed by both parties prior to the initiation of that activity and should follow the regulations of both institutions.
2. The parties do not intend to legally bound to each other, and this MoU does not impose monetary and legal obligations on either party.
3. The financial arrangement to cover expenses for co-operative activities undertaken within the framework of this MoU will be mutually decided by the parties on a case-by-case basis subject to availability of funds and resources.
4. TMC will charge Admin/Training fees to Myanmar trainees for 6 months (INR 60,000/-) or 1 year (INR 1,20,000/-)
5. Subsidized accommodation and food will be provided to the trainees as per TMC rules

#### A. Responsibilities of DOMS and institutions under DOMS involve in academic exchange program

- 1) To designate a Liaison Officer to develop and coordinate the specific activities agreed upon
- 2) To organize a selection process according to local regulations
- 3) To provide financial support or organize funding for the trainees or scholars and staff in the exchange program and the respective Home Institution under DOMS will maintain salary of its staff during the period of the exchange according to local regulations.
- 4) For visiting consultants or experts, host institutions under DOMS shall take the responsibility to make appropriate arrangements including accommodation and transport
- 5) To assist exchange program by providing necessary support including documents through Liaison Officer

## **B. Responsibilities of Tata Memorial Centre(TMC)**

- 1) To serve as host institution providing learning opportunities for Myanmar doctors, nurses and health care professionals to gain experience or to have training in the form of short term visits to long term hands-on training programs including fellowships in the following mutually-agreed-upon fields after approval from host institution and faculty
  - a) Haemato-lymphoid malignancies and bone marrow transplantation  
(for both paediatrics and adults)
  - b) Medical Oncology for solid tumors
  - c) Surgical Oncology
  - d) Radiation Oncology
  - e) Intensive Care
  - f) Haemato-pathology, Onco-Pathology and Laboratory Medicine including Molecular & Genetics and Medical Microbiology
  - g) Radiology including interventional radiology
  - h) Nursing specialties including oncology, bone marrow transplantation and intensive care
  - i) Other related fields upon mutual agreement

In such case, to provide official acceptance and assistance for immigration, library facilities, appropriate academic standing to support study, accommodation depend on feasibility and to assist to obtain limited registration in the fields which require hands-on experience

- 2) To approve invited visiting consultants, experts, health professionals or faculty members to assist human resource development and capacity building in Myanmar in the mutually-agreed-upon fields and in such case, to maintain its academic staff on salary during the period of the exchange.

## **IV. INTELLECTUAL PROPERTY RIGHTS**

Each party will ensure appropriate protection of Intellectual Property Rights generated from co-operation pursuant to MoU consistent with their respective laws, rules and regulations and other international agreements to which the Parties are committed.

## **V. REVISION, AMENDMENT AND MODIFICATION**

This MoU is subject to revision or modification by mutual consent and either Party may request in writing a revision, modification or amendment of any part of this MoU.



## **VI. EFFECTIVE DATE, VALIDITY AND TERMINATION**

This MoU shall be effective on date of signature by both Parties and shall remain effective for an initial period of five (5) years. Thereafter it shall be automatically renewed from year to year unless either of the Party notifies to the other, in writing, of its intention to terminate this MoU, at least six (6) months before the desired date of termination; however, within the initial period either institution may terminate the MoU by giving six months' notice in writing of such intent. If any disagreement arises concerning with the MoU, it shall be resolved amicably between the two institutions.

Notwithstanding above, the MoU may be terminated earlier as may be directed by government of India, or under any other applicable Laws and Regulations without any liability on the part of TMC.

**THE PARTIES**

IN WITNESS OF THE ABOVE, this MoU is executed in two official copies in English and each party will retain one authenticated copy.

FOR AND ON BEHALF OF THE  
GOVERNMENT OF THE REPUBLIC  
OF THE UNION OF MYANMAR

FOR AND ON BEHALF OF THE  
TATA MEMORIAL CENTRE



**Dr. Thida Hla**  
Deputy Director General  
Department of Medical Services

Date: 12.1.2018



**Professor Kailash S. Sharma**  
Director, Academics  
Tata Memorial Centre

Date: 12<sup>th</sup> JAN 2018



**PROF. K. S. SHARMA**  
DIRECTOR (ACADEMICS)  
TATA MEMORIAL CENTRE,  
PAREL, MUMBAI

IN WITNESS WHEREOF



**Dr. Thar Tun Kyaw**  
Director General  
Department of Medical Services

Date: 12.1.2018

**(Dr. Thar Tun Kyaw)**  
Director General  
Department of Medical Services





**MEMORANDUM OF UNDERSTANDING BETWEEN THE BAI JERBAI WADIA HOSPITAL FOR CHILDREN AND THE TATA MEMORIAL CENTRE ON THE TRAINING OF POSTGRADUATE MEDICAL STUDENTS**

**ARTICLE I. PURPOSE**

This Memorandum of Understanding (MOU) is entered into by the Bai Jerbai Wadia Hospital for Children (hereinafter called BJWHC) and the Tata Memorial Centre (hereinafter called TMC) and are jointly referred to as the "Parties". The purpose of the agreement is to facilitate postgraduate medical training programs and research that involves hands on training of fellows from TMC and BJWHC (hereafter referred to as "activities"). This MOU envisages cooperation, coordination and utilization of the complementary facilities and capabilities of BJWHC and TMC. This MOU will enhance the working relationship between the Parties and is also intended to facilitate long term collaborative research, development of faculties and related activities that are mutually beneficial to the missions of the Parties.

**ARTICLE II. PROGRAM TITLE:**

The training of postgraduate medical students by the use of mutual resources, patients, facilities and clinical materials.

**ARTICLE III RATIONALE**

It is recognized fact that BJWHC and TMC have common interests in conducting postgraduate medical education. The BJWHC and TMC have been teaching postgraduate medical students with clinical and practical training for past many years in Pediatric Hematology Oncology (PHO). Both the parties have different capabilities and resources for postgraduate medical education. The training of postgraduate medical students in the PHO will be achieved by the use of mutual resources, patients, facilities and clinical materials. This collaboration will help ensure that the PG students will get the best of training for better management of patients.

The BJWHC is one of the largest pediatric hospitals in Mumbai and have developed large facilities to impart medical education. The BJWHC is willing to provide these facilities to train pediatric oncology trainees in benign hematology and immunology from TMC as a part of the project. BJWHC is also willing to collaborate in any new discovery research projects in the course of this MOU.

The TMC is a large referral cancer Centre in India that treats over 30000 new patients with cancer. TMC have been running several PG courses for past 30 years. TMC is willing to provide its facilities to BJWHC for training of their PG students in pediatric hematology-oncology in Pediatric Oncology, blood banking, radiotherapy, cytogenetics and flow cytometry.

On the basis of this background, a collaboration is therefore proposed between BJWHC and TMC for post graduate training in pediatric hematology oncology.

**ARTICLE V. RESPONSIBILITIES OF THE PARTIES**

The parties will actively seek areas for collaboration in training and teaching by making the best use of the knowledge, capabilities and facilities of the Parties.

The specific responsibilities of BJWHC and the TMC are as follows:

**A. The BJWHC will**

1. Train the PG students in benign hematology and immunology
2. Allow the PG student to use the teaching and training facilities including the library.
3. Permit the students and faculty to undertake collaborative research projects.



**B. The TMC will:**

1. Provide training in Pediatric Oncology, blood banking, radiotherapy, laboratory (cytogenetics as well as flow cytometry) and bone marrow transplantation.
2. Allow the PG student to use the teaching and training facilities including the library.
3. Permit the students and faculty to undertake collaborative research projects.

**ARTICLE VI. TRAINING PERIOD AND STIPEND**

All the TMC residents will train for a total period of 3 months during their 3 years training period. BJWHC residents will train at TMC for up to 3 months. No stipend will be paid by the visiting institutes. Actual payment of stipends to the residents will be made from their parent institutions where they are registered.

**ARTICLE VII. COMMUNICATIONS**

To provide for consistent and effective communications, the Parties have designated points of contact consisting of concerned Head of Departments in TMC and BJWHC. The points of contact shall coordinate all communication links between BJWHC and TMC on matters relating to this MOU. Attendance reports will be provided on a monthly basis to the students from the visiting supervisor.

**ARTICLE VIII. EFFECTIVE DATE, AMENDMENT AND TERMINATION**

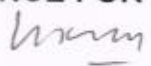
This MOU is effective upon the date of the last signature by the parties and shall remain in effect for a five-year period from the effective date unless terminated in accordance with the terms set forth herein. This MOU would be reviewed annually with mutual consent for incorporating any modifications that may be required. BJWHC and TMC may terminate this MOU "Only under very compelling reason" by providing 30 calendar days written notice. Upon request by a party, the parties shall review this MOU to assure that it continues to reflect the appropriate understandings and procedures to provide for current needs and capabilities.

**Amendments:** Amendments, including additions, deletions, or modifications to this MOU, may be proposed in writing by either party for the other party's consideration. If all the parties agree to the revision, BJWHC or TMC will amend this MOU, and forward it to the Component Representatives for signature.

**ACCEPTANCE FOR TMC**

By:  Date: 2-5-2013  
PROF. K S SHARMA  
DIRECTOR, ACADEMICS  
TATA MEMORIAL CENTRE, PAREL, MUMBAI 400012, INDIA

**ACCEPTANCE FOR BJWHC:**

By:  Date: 24.04.2013  
PROF. Y K AMDEKAR  
MEDICAL DIRECTOR  
BJ WADIA HOSPITAL FOR CHILDREN, PAREL, MUMBAI 400012, INDIA

**DR. Y. K. AMDEKAR**  
MEDICAL DIRECTOR  
B. J. WADIA HOSPITAL FOR CHILDREN