

42

100Rs.



**Memorandum of Understanding**

*between*

**Tezpur University (A Central University established by an Act of Parliament),  
Napaam, Assam, India**



and

**Dr. Bhubaneswar Borooah Cancer Institute**

**(a grant-in-aid institute of Department of Atomic Energy, Govt. of India and a unit of Tata Memorial Centre)**

**Guwahati, Assam, India**



**Preamble**

This Memorandum of Agreement (MOA) is entered into on this 22 day of August 2019

**BETWEEN**

Dr. Bhubaneswar Borooah Cancer Institute (BBCI), a grant-in-aid institute of Department of Atomic Energy, Govt. of India and a unit of Tata Memorial Centre (Mumbai), having its registered Office at Gopinath Nagar, A K Azad Road, Guwahati-781016, Assam, India (hereinafter called 'BBCI' which expression shall include its successors in interest/business and permitted assigns) of the one part;

AND

Tezpur University is a Central University located in Tezpur in the state of Assam, India established by an act of Parliament of India in 1994, having its registered Office at Napaam, Sonitpur, Assam-784 028, INDIA (hereinafter called 'TU' which expression where the context so admits include its successors and permitted assigns and will include its Constituents) of the other part.

WHEREAS 'BBCI' a grant-in-aid institute of Department of Atomic Energy, Govt. of India and a unit of Tata Memorial Centre (Mumbai) is a recognized institute for cancer treatment and research rendering services to the population of the whole of North-East India. Post Graduate Programmes in medical as well as courses in Para-medical subjects are also conducted by the Institute. A DBT Centre for Molecular Biology and Cancer Research was started in February 2010. The Institute has Population and Hospital Based Cancer Registry under National Cancer Registry Programme of Indian Council of Medical Research. It is involved in many research projects at present.

WHEREAS 'TU' was established to develop human excellence and inculcate leadership through hard work and creativity and in the process has generated number of invention(s)/ process(es)/ product(s)/ technology(ies)/ copyrights/ trademarks, etc. (hereinafter called 'Technologies') which may be commercially exploited by the industry.

WHEREAS 'TU' and 'BBCI' recognize the respective strengths of the two organizations and accordingly agree to cooperate in the development of need based technologies and their successful transfer to industry for commercial exploitation and socio economic benefits, and/or directly to the society wherever possible.

In furtherance of their mutual interests in the fields of education and research, **Dr. Bhubaneswar Borooah Cancer Institute (BBCI)** and the **Tezpur University** hereby strive towards cooperation in the following areas:

- To engage in joint efforts in curriculum development, research and consultancy on agreed topics of common interest;
- To work together in the area of institutional management, including exchanges of administrative and managerial staff where appropriate;
- To collaborate in the expansion of links with industry and agencies for scientific research, public administration and public services;
- To develop the exchange of research and academic staff with a view to promote learning and fostering close friendship between the two institutes on the basis of principles of mutual benefit and equality.

This collaboration may be developed between appropriate schools, departments and units at the two universities, specified in agreements which are linked to this Memorandum of Understanding (MoU).



#### Article 1

The parties aim to seek mutually beneficial ways to share professional experiences and exchange information on research and teaching methodology, curricula development, the training of specialists, and to explore and implement other forms of professional interaction and exchange.

#### Article 2

The parties aim to encourage the exchange of knowledge and materials required for scientific research, scholarly and educational publications and materials, as well as biographical, reference and other pertinent literature. The exchange of periodicals and other publications may be carried out by the libraries of the two universities based on mutual needs and interests.

#### Article 3

Each party aim to invite representatives of the other party to participate in major congresses, conferences and symposia of mutual interest. Both the parties aim to conduct interdisciplinary training courses, workshops for mutual benefits.

#### Article 4

This MoU does not exclude the possibility of organizing other forms of exchange or expanding this MoU should both parties so desire.

#### Article 5

Each institute will have its own contact person responsible for communication and administration of the MoU. The contact persons are:

#### Article 6

### RESEARCH PROGRAMME

The B. Borooah Cancer Institute and Tezpur University will come to a mutual understanding on any research programmes to be undertaken as part of the Collaborative Research Programme..

A programme agreement will detail the collaborative research to be undertaken in a particular programme and will cover the following:

- a. Description of the collaborative work to be done by the BBCI and the TU respectively and their responsibilities and liabilities against each other.
- b. Schedule of the programme.
- c. Programme management.
- d. Programme review and composition of programme review committee.
- e. Financial arrangement.
- f. Payment Schedule.
- g. Ownership and the use rights for projects results.
- h. Publication rights.
- i. Risk management issue
- j. Dispute resolution through mutual agreement, arbitration or mediation.
- k. Force majeure.
- l. Keeping in view the privacy interest of the patients, no patients name or any other identification otherwise, shall be revealed in any form by either parties.
- m. The outputs and results of the programme shall be used only for research purposes and shall not be published anywhere except in reports and research articles.



**RESPONSIBILITIES:**

As the intent of the Collaboration involves research programmes of very collaborative nature, the BBCI and the TU will each be responsible for conducting their portion of the collaborative research and will be specified in the individual programme to be undertaken in accordance with high scientific standards of science and technology.

Neither the BBCI nor the TU will be responsible to the other party for any losses that party may suffers from using the results of the collaborative research and neither party will drag the other party into any litigation for such loss, if any. .

Both the BBCI and the TU will be responsible for insuring their own part of the setup, like premises (BBCI) and equipments (TU) for any claims that may arise from conduct of the collaborative research and from use of the results of the collaborative research. The required equipments other than those are available at BBCI will be installed by TU wherever possible during the period of the research programme.

**Article 7**

This MoU shall come into effect on the day of the last signature of the MoU with duration of ten (10) years. Either organization may terminate this MoU provided that written notice of the intent is given at least six months prior to termination.

**Article 8**

**DISPUTE RESOLUTION:**

Except as otherwise provided elsewhere in the contract, if any dispute, difference, question or disagreement, shall, hereafter arise, between the parties hereto or the respective representatives or assignees in connection with or arising out of the contract, or in respect of meaning of specification, design, drawings, estimates, schedules, annexures, orders, instructions, the contraction, interpretation of this agreement, application of provisions thereof or anything hereunder contained or arising hereunder or as to the rights, liabilities or duties of the said parties hereunder or any matter whatsoever incidental to this contract or otherwise.

**Article 9**

Amendments or changes to this MoU shall be made in writing and signed by the duly authorized representatives of the organizations.

Either party may terminate its obligations envisaged vide this MoU and /or agreement signed under this MoU by giving 30 days' notice of intent to termination. After termination of the MoU and/or agreement signed under this MoU either party will not claim any damage/compensation on account of the termination of the work. In the event of termination the Dr.B. Borooah Cancer Institute and the TU shall take all necessary steps to effect the orderly termination of the Research.

**Article 10**

The intent and implementation of this MOU is subject to the policies of the Govt of India and laws of the land.

Legal jurisdiction will be Guwahati.

**Article 11**

The MoU has been signed in duplicate, of which each university will keep one copy.



IN WITNESS WHEREOF, the duly authorized officers of the parties have executed this Memorandum of Understanding/ Agreement on the date, month and year herein mentioned above.

Signatures

Place and Date

For Dr. Bhubaneswar Borooah Cancer Institute (BBCI)

For Tezpur University



Name **Dr. A. C. Katakai**  
Title **Director**,  
**Dr. B. Borooah Cancer Institute**  
**Guwahati-16**

Director  
Borooah Cancer Institute  
Guwahati-16

Name **Biraj Das**  
Title **Registrar**,  
**Tezpur University**  
**Napaam, Tezpur**  
**University**

Annex 1

**LEGAL DOMICILE**

**Dr. Bhubaneswar Borooah Cancer Institute (BBCI)**

**Tezpur University**

Title  
xxxx  
xxxx  
India

**CONTACT PERSON OF THE MoU**

**Dr. Bhubaneswar Borooah Cancer Institute (BBCI)**

**Tezpur University**

Name : Dr. Ashok Kr. Das  
Title : Professor, Dept. of Head & Neck Oncology  
Email : akdas171@gmail.com  
Tel : 9954139727 (M)  
Fax: +

Name : D.K. Bhattacharyya  
Title : Professor, Dept. of CSE  
Email : dkb@tezu.ernet.in  
Tel : 3712-275353(O), 9435381628(M)  
Fax : (+91)3712-273006

Postal address: Dr. Ashok Kr. Das  
Prof., Dept of Head & Neck Oncology  
Dr. B Borooah Cancer Institute  
Gopinath Nagar, Guwahati  
Pin-781016, Assam

Postal address: Dept. of CSE  
Tezpur University, Napaam, Tezpur  
Sonitpur, Assam-784028