

**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 Arui*  
PAOLO ARUI

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

*Rasha Kelej*

Date: \_\_\_\_\_ 2015

*Paolo Arui*

