

Memorandum of Understanding
By and between
COER UNIVERSITY, ROORKEE
and
MDS IndoCan Inc.

This Memorandum of Understanding (MoU) is entered into on 23rd March 2024 by and between:

COER UNIVERSITY, ROORKEE (COERU, hereafter)

AND

The MDS IndoCan Inc (MDS IndoCan Inc, hereafter)

1. Objectives of the MoU

- a. The objective of this cooperation is to foster collaboration and facilitate the advancement of knowledge on the basis of reciprocity, best effort, mutual benefit and frequent interactions.

2. Areas of Cooperation and Collaboration

- a. To facilitate the exchanges and collaborative works including joint projects, joint programs, students exchange with reputed institutes in Canada and COERU in the following broad areas

- Health Science and Technology
- Pharmacy
- Nursing
- Disaster Management
- Artificial Intelligence and Machine Learning
- Renewable Energy and Sustainable Development Goals
- Cyber Security and Quantum Computing

- b. Joint supervision of PG and PhD students by Experts of MDS IndoCan Inc and COERU faculty
- c. Facilitate conducting international conference, seminar, symposium in any of the sectors mentioned above.
- d. Work closely with the activity where the Government of India and Government of Canada have bilateral cooperation and mutual targets like SDGs.
- e. Besides, COERU and MDS IndoCan Inc agree to explore the possibility of engaging in the following areas of collaboration:
 - Exchange of intellectual know-how and resources.
 - Partnership in innovation and entrepreneurship driven opportunities and resources.
 - Sharing of scientific-technical network and infrastructure resources.
 - Partnership of collaborative consulting and research projects.
 - MSME and training through higher education.

3. Confidentiality

- a. Individual faculty involved at COERU and MDS IndoCan Inc agree to hold in confidence all information/data designated by the parties as being confidential which is obtained from either party or created during the performance of the MoU and will not disclose the same to any third party without written consent of the other party.
- b. The above confidential clause under this MoU excludes information/data possessed by either party before entering into this MoU or independently developed and/or information already available through public domain, or information which is required to be disclosed by any law or disclosure of such information is directed by a court, tribunal or any competent authority.

4. Term and terminations

- a. This MoU shall be valid for five (5) years unless extended by mutual consent of both the Parties. A Party willing to extend the MoU shall give a written notice of its intention to extend, at least 60 days prior to the expiry of this MoU, which may be accepted by the other Party within a period of 30 days from the receipt of such notice.
- b. This MoU may be amended or terminated by mutual written agreement of the parties at any time.
- c. Either party shall have the right to terminate this MoU with 60 days prior written notice to other party.
- d. The termination of the MoU whether mutual or unilateral, shall not affect obligations as of the participant under any Research Agreement. Confidentiality clause obligation as referenced in clause 5 shall survive such termination.

5. MISCELLANEOUS

- a. All intellectual properties including any patent, copyright, design, etc. (hereinafter referred to as the "IPs") which are developed jointly or which arise out of activities undertaken jointly by the Parties under this Agreement will be owned on the basis of extent of contribution made by each party (hereinafter referred to as "Joint IPs"). A Party shall own all the rights in the IPs arising solely out of its own activities carried out using its own resources under this Agreement (hereinafter referred to as "Sole Party IPs"). Each Party shall be entitled to file applications for protection of its Sole Party IPs. In respect of joint IPs, applications can be filed for protection by joint consent only, and the expense incurred on patent filing will be borne by both parties.
- b. Sharing of authorship in publications arising out of or in connection with joint activities shall be authored jointly by the Parties in accordance with their respective contributions to the publication. Publications arising out of or in connection with the activities undertaken under this Agreement solely by a Party using its own

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[Signature]

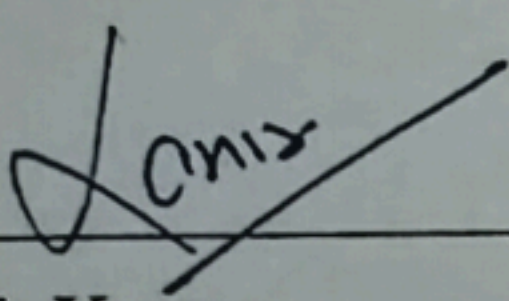
resources, shall be authored by the said Party. Each Party before publishing its Sole Publication shall provide the other Party a draft of manuscript before submitting for publication and the other Party shall inform within Forty Five (45) days from the date of receipt of the draft, if it wishes to protect any IPs and in case such other Party decides to pursue protection of IPs, the Party proposing publication shall not submit said manuscript for publication, for a further period of three (3) months to allow the other Party to protect its Sole Party IPs. This period may be extended by mutual consent of both the Parties.

- c. The signed MOU signifies only a strong intent and commitment towards the goals specified in the document. Both the institutes will have to follow all the rules/regulations and obtain appropriate sanctions for implementing all the joint activities.

6. Signed in duplicate

This MoU is executed in duplicate with each copy being an official version and having equal validity. By signing below, the parties, acting by their duly authorized officers, have caused this Memorandum of Understanding (MoU) to be executed, effective as of the day and year first above written.

Signed by/on behalf of

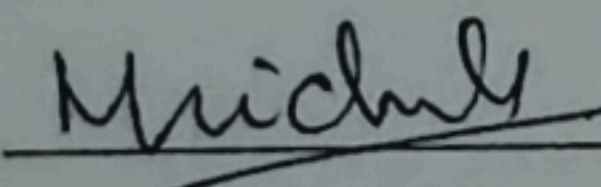


Dr. Manish Kumar

Registrar

COER University, Roorkee

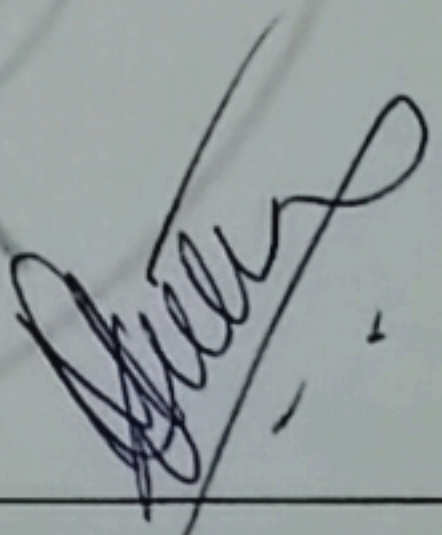
Witness 1:



Dr. Mridula Singh

Dean (IQAC)

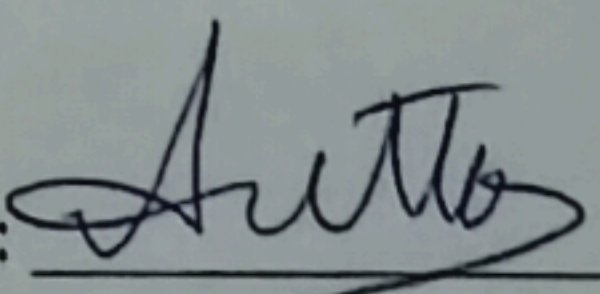
COER University, Roorkee



Mrs. Mohua Dutta

MDS IndoCan Inc

Witness 1:



Dr. Suvrokamal Dutta