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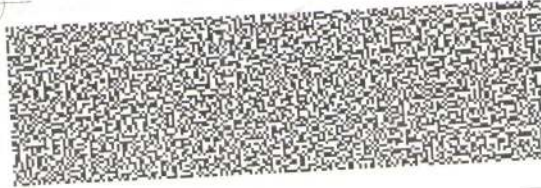
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: MANIPAL ACADEMY OF HIGHER EDUCATION
: Article 5(J) Agreement (in any other cases)
: AGREEMENT
: 0
: (Zero)
: MANIPAL ACADEMY OF HIGHER EDUCATION
: MANGALORE UNIVERSITY
: MANIPAL ACADEMY OF HIGHER EDUCATION
: 500
: (Five Hundred only)



Please write or type below this line

*This stamp paper forms an integral part of the Agreement executed between
Manipal Academy of Higher Education and Mangalore University*

[Signature]

Registrar

MANGALORE UNIVERSITY
MANGALAGANGOTRI - 574 199



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MEMORANDUM OF UNDERSTANDING

This memorandum of understanding executed on 10th October 2024 between

MANIPAL ACADEMY OF HIGHER EDUCATION (MAHE), Deemed to be University having its Principal Office at Manipal.edu Building, Madhav Nagar, Manipal- 576104, Karnataka, represented by its Registrar, **Dr P Giridhar Kini** on behalf of constituent unit **Kasturba Medical College, Manipal** (hereinafter referred to as "MAHE")

AND

MANGALORE UNIVERSITY, (hereinafter referred to as "MU"), represented by its Registrar, **Sri K Raju Mogaveera**, is a public University having its Principal Office at Mangalagangothri, Mangaluru, Karnataka 574199.

MANIPAL ACADEMY OF HIGHER EDUCATION (MAHE) and **MANGALORE UNIVERSITY** are hereinafter collectively referred as "**PARTIES**" and individually as "**PARTY**".

The Memorandum of Understanding (MoU) establishes the following:

I. Scope of MoU:

MAHE is establishing a Bone Bank at Kasturba Medical College, Manipal. MAHE would like to gamma irradiate bone allograft materials belonging to Bone Bank at **Centre for Application of Radiation and Radioisotope Technology (CARRT), Mangalore University** on a regular basis.

II. Objectives:

1. MAHE will periodically send allograft materials belonging to Bone Bank for gamma sterilization at MU facility.
2. MU will provide gamma irradiation service as per the charges prescribed by the University

III. Terms and conditions:

1. Gamma irradiation will be done within (**SEVEN**) working days of receiving the sample depending upon the radiation dose requirements prescribed by the MAHE.
2. Invoice will be raised to Manipal Academy of Higher Education, Manipal 576104, Karnataka State, India. Telephone no: +91 08202923484.
3. Invoice amount will be paid within 30 days of receiving the invoice by MAHE.
4. Charges for the irradiation is enclosed:

Sl No	Total Dose	Rate	Dimension of the package for irradiation (including the
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MANGALAGANGOTRI - 574 199



			packaging material)
1	25 kGy	Rs 25000/- for a batch (with no limit on the number of subsamples within a batch)	12cm x 12cm x 15cm (w x b x h)
2	25 kGy	Rs 20000/- for a batch (with up to 10 subsamples within a batch)	12cm x 12cm x 15cm (w x b x h)

IV. Period of MoU and its extension:

This MoU is valid for 3 years and automatically renewed for 3 years at a time unless terminated by either party.

V. Intellectual property rights:

There is no intellectual property associated with this MOU.

VI. Confidentiality:

1. During the term of this Memorandum of Understanding (MOU), each Party may be exposed to certain information, including but not limited to information concerning the other Party's products/services, practices, business strategies, etc., which are confidential and proprietary information and not generally known to the public ("Confidential Information").
2. During the term of this MOU, any Confidential Information of either Party received by the other and/or its employees/personnel, under and by virtue of this MOU, shall be maintained in the strictest confidence and trust by such recipient.
3. Each Party further agrees to (i) only disclose Confidential Information to its employees, officers, directors (collectively "Representatives") on a need to know basis, provided, such Party ensures that such Representatives are aware of and comply with the obligations of confidentiality prior to such disclosure; and to (ii) not disclose any Confidential Information to any third party without the prior written consent of the owner of such Confidential Information. This obligation shall not apply with respect to any portion of Confidential Information which was either at the time received or which thereafter becomes, through no act or failure on the part of the recipient, generally known or available to the public; and/or has been disclosed pursuant to the requirements of any statute/ law or a court/ tribunal order.

VII. Exclusivity:


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The relationship of the parties under this MoU shall be non-exclusive to both parties, parties are free to pursue other MoUs, agreements or collaborations of any kind.

VIII. This agreement may be terminated:

- a. On either party giving the other party 3 months' prior written notice;
- b. On written notice by one of the Parties if the other Party has committed a breach of this MoU.
- c. Quality of the load shall be as per Industry Standards. If the load is not as per Industry standards then MAHE shall be notified, 5 days prior to the receipt of the load. If the load is not rectified then MAHE shall terminate the MoU.
- d. MAHE shall be informed about the breakdown of the machinery as and when during such occurrence.

IX. Names and Addresses of Parties:

Manipal Academy of Higher Education

Name: Dr Monappa Naik

Address: Orthopedics Dept, KMC, Manipal

Email: monappa.naik@manipal.edu

Cc to: legal.mahe@manipal.edu ; registrar@manipal.edu

Mangalore University:

Name: Dr Karunakara Naregundi

Address: Head, CARRT

Email: drkarunakara@gmail.com

XII. General Provisions:

- a. Nothing in this MOU supersedes any other memorandum of understanding held by either party.
- b. The Parties agree that any personal data shared under this MOU complies with any data protection laws in force. Where there is any divergence between the data protection laws each Party will assist the other in ensuring minimum disruption to this MOU
- c. This MOU in no way restricts the parties from participating in similar activities or arrangements with other public or private agencies, organizations, or individuals.
- d. This MOU describes in general terms, the basis upon which the parties intend to cooperate. It does not create binding, enforceable obligations against any party.
- e. Parties shall be at liberty to execute and accept this MoU either electronically/digitally or physically as per their mutual convenience. In the event the Parties choose to sign this MoU electronically/digitally, then the

electronically/digitally signed MoU shall be valid and binding as if the same has been physically signed by the Parties.

By signing this document, the parties acknowledge that they have reviewed and understand the content and extent of each of its clauses and agree to carry out the actions necessary to implement it.

On behalf of Mangalore University


Sri K Raju Mogaveera, K.A.S.
Registrar
MANGALORE UNIVERSITY
MANGALAGANGOTRI - 574 199

Witness

Prof. Karunakara N
Head
CARRT


10/10/2024

**On behalf of Manipal Academy for
Higher Education**


Dr P Giridhar Kini
Registrar



Witness

Dr. Monappa Naik
Professor
Department of Orthopaedics

