



MEMORANDUM OF UNDERSTANDING (MOU)

THIS MEMORANDUM OF UNDERSTANDING made this on Wednesday, 30th August 2017.

BETWEEN

Prism Biomed Consultancy Private Limited (PBCPL), a private limited company (CIN: U74999 MH2013PTC245634) with registered office at E7-503, Runwal Estate, G. B. Road, Thane West - 400601, Maharashtra, INDIA and having its office at 401, 4th floor, Bldg. No. 3, Highland Arcade, Behind 'D' Mart, Kolshet Road, Off. Ghodbunder Road, Dhokali, Thane (W) 400607, Maharashtra, India, hereinafter referred to as the **PrismBiomed** (Which expression unless repugnant to the context or meaning thereof shall mean and include their executors, administrators and assigns) of the ONE PART;

AND

DY Patil Deemed to be University School of Medicine, Nerul, Navi Mumbai having its office at Sector - 7, Nerul, Navi Mumbai, Maharashtra, INDIA, hereinafter referred to as the **DYPUSOM** (Which expression unless repugnant to the context or meaning thereof shall mean and include their executors, administrators and assigns) of the SECOND PART;

WHEREAS **PrismBiomed** is a private limited company and conducts data management, software development, eCRF modules and software applications development related to healthcare, research and educational activities,

AND WHEREAS **DYPUSOM** is a reputed MCI recognised medical college involved in undergraduate and post-graduate teaching, research and healthcare activities,

AND WHEREAS the objective of this Memorandum of Understanding (MOU) is to collaborate for research, education, training and software development activities at DY Patil Deemed to be University School of Medicine and Hospital, Nerul, Navi Mumbai and the affiliated institutes / organizations of DY Patil Deemed to be University, Navi Mumbai.

AND WHEREAS the DYPUSOM and the DY Patil Deemed to be University has allowed PrismBiomed to run their activities related to their scope of work.

AND WHEREAS the parties hereto are desirous of recording the terms and conditions of Memorandum of Understanding in writing.

NOW THIS MEMORANDUM OF UNDERSTANDING WITNESSETH AS UNDER:

1. **Duration of MOU:** This MOU shall be operational upon signing and will have an initial duration of 10 years and to be renewed subsequently by mutual consent of both the parties.





2. **Coordination:** Dean, DYPUSOM shall function as an Administrator and Coordinator between the aforesaid parties. All administrative requirements and challenges shall be addressed and handled by the institute. Moreover, administration requirements between the faculty of the institute and the PrismBiomed shall also be addressed and handled by the Dean.
3. **Indemnity:** PrismBiomed hereby agrees jointly and severally to indemnify DYPUSOM, their representatives, administrators and properties from and against all action, demands, proceedings, prosecutions, attachments, and the like arising out of its liabilities and all charges, taxes, etc.

Similarly, PrismBiomed shall be liable to indemnify/compensate the DYPUSOM on account of any losses arising due to the fault of PrismBiomed.

4. **Facility Upgradation:** PrismBiomed hereby agrees to provide and maintain the research related facilities as per mutually agreed terms on an need basis.
5. **Honorarium:** The payments to be made by PrismBiomed for consultancy and research activities provided by the resources at DYPUSOM and its affiliated institutes shall be made to the concerned party directly as per the agreed terms and conditions of the activity.

6. **Role and Responsibilities of PrismBiomed**

The PrismBiomed shall;

- a. Consultancy for scientific inputs for software development.
- b. Outsource any academic and research related activity conducted required by the PrismBiomed.
- c. Consultancy for Medical writing (protocol development, report preparation, manuscript for publication).
- d. Consultancy for Biostatistics for clinical trial data.
- e. Consultancy: Outsource and conduct activities in accordance with the scope of its articles at DYPUSOM, DY Patil Hospital and its affiliated institutes under the DY Patil Deemed to be University, Nerul, Navi Mumbai.

4. **Role and Responsibilities of DY Patil Deemed to be University School of Medicine and DY Patil Deemed to be University:**

The DYPUSOM and the University shall:

- a. Provide adequate resources for the activities outsourced by PrismBiomed.
- b. Deliver required deliverables by PrismBiomed as per mutually agreed terms and conditions for all activities as per project basis.





IN WITNESS HEREOF, the parties hereto have executed this MOU on the date and place mentioned hereinabove.

SIGNED AND DELIVERED

Dr. Vishal Sutar
Director
For
PrismBiomed Consultancy Pvt. Ltd.

SIGNED AND DELIVERED

Dr. Surekha Patil
Dean
For
DY Patil Deemed to be University School of Medicine, Navi Mumbai

