

## MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (The MOU) is made effective as of the 18<sup>th</sup> day of August 2017(the “**Effective Date**”) by and between

**BMS College of Engineering**, having its organization at Bull temple Road, Bengaluru -560019, Karnataka, India (hereinafter referred to as “**BMS College of Engineering**”, which expression, unless repugnant to the context or meaning thereof, shall include its successors, permitted assigns and affiliates)

**And**

**Kidwai Memorial Institute of Oncology**, Hosur Road, Bengaluru, Karnataka, India, a regional Cancer Center and an autonomous body, funded by Government of Karnataka (hereinafter referred as “**Institute**”, which expression, unless repugnant to the context or meaning thereof, shall include its successors, permitted assigns and affiliates)

BMS College of Engineering and Principal investigator are hereinafter singularly referred to as the **Party** and collectively as the “**Parties**”.

**Whereas**

### **1. Background**

The Principal Investigator with the assistance of BMS College of Engineering proposes to study i.e. undertake the project entitled **Thermography for Breast Cancer in India (“Proof of concept development for the use of thermography as low risk adjunctive tool for the early detection of breast cancer”)**.

### **2. Purpose:**

The purpose of this MOU is to provide a legal framework within which the Parties shall collaborate in fulfilling the research objectives of the Project.

The Parties wish to record the terms and conditions on which they have agreed to collaborate with each other to fulfill the Project.

**NOW, THEREFORE**, in consideration of the mutual promises contained herein, the adequacy and sufficiency of which consideration is hereby acknowledged and agreed, the Parties hereby agree as follows: -

### **1. RESPONSIBILITIES**

- a) If any provision of this MOU is declared invalid, illegal or unenforceable, then such provision shall be deemed deleted from this MOU as though the provision had never been included.
- b) This MOU together with the Annexure, constitute the entire understanding between the Parties hereto as to the subject matter hereof and supersedes all prior discussions or understandings.

**19. SIGNED IN DUPLICATE**

- a) This MOU is executed in duplicate with each copy being an official version of the Agreement and having equal legal validity.
- b) BY SIGNING BELOW, the parties, acting by their duly authorized officers, have caused this Memorandum of Understanding to be executed, effective as of the day and year first above written.

IN WITNESS WHEREOF THE PARTIES HERETO HAVE SET AND SUBSCRIBED THEIR RESPECTIVE HANDS TO THESE PRESENTS

<p>BY THE WITHIN NAMED Kidwai Memorial Institute of Oncology BY THE HAND OF DIRECTOR, KMIC AUTHORIZED SIGNATORY</p> <p><i>[Signature]</i></p> <p><b>DIRECTOR</b> Kidwai Memorial Institute of Oncology RANGALORE-560 029.</p>	<p>BY THE WITHIN NAMED BMS college of Engineering BY THE HAND OF ----- AUTHORIZED SIGNATORY</p> <p><i>[Signature]</i> 18/08/12</p> <p><b>Dr. BV Ravishankar</b> Principal B.M.S. College of Engineering (Autonomous College under VTU) Bangalore - 560 011</p>
<p>IN THE PRESENCE OF</p> <p><i>[Signature]</i> Dr. Radhakrishna</p>	<p>IN THE PRESENCE OF</p> <p><i>[Signature]</i> Dr. S B Shamu Prashanth</p>

*[Signature]*  
Dr. B. G. Prasad