

महाराष्ट्र MAHARASHTRA

2022

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अनु. क्र. ६७२ दि. 18 AUG 2022 मु. शु. रकम 500/-

दस्तावेज प्रकार फक्त प्रतिज्ञापत्रासाठी

मिळवणी

मुद्रांक

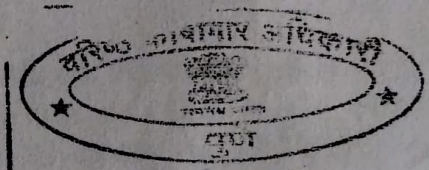
8 हस्तके 2022

हस्त व्यक्तीचे नाव

SINGHAD DENTAL COLLEGE & HOSPITAL
S.No. 44/1, Vadgaon(BK.), Off Sinhgad Road,
Pune - 411 041.
Tel.: 020-2435 1307, Fax: 020-2435 1308
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परवाना क्रमांक - २२०११५५
घटा: शॉप नं.३, आंकार गार्डन
माणिकनाग, पणे-५१

Kanudogga
मुद्रांक विकत घेणाऱ्याची सही.



17 AUG 2022

प्रथम मुद्रांक देण्यात येतो
कोषागार मुद्रांक करिता

या कारणासाठी ज्यांनी मुद्रांक खरेदी केला त्यांना त्याच मुद्रांक खरेदी केल्यापासून ६ महिन्यात वापरणे बंधनकारक आहे

फक्त प्रतिज्ञापत्रासाठी

MEMORANDUM OF UNDERSTANDING (MOU)

BETWEEN

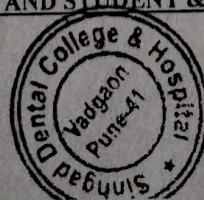
SINGHAD DENTAL COLLEGE & HOSPITAL, VADGAOAN BK, PUNE

AND

M. A. RANGOONWALA COLLEGE OF DENTAL SCIENCES & RESEARCH CENTRE, AZAM CAMPUS, PUNE

FOR

COLLABORATION IN THE FIELD OF RESEARCH, EDUCATION, PREVENTIVE, INTERCEPTIVE & REHABILITATIVE PATIENT CARE AND STUDENT & TEACHER EXCHANGE



(Signature)
Principal

Singhad Dental College & Hospital
S. No. 44/1, Vadgaon(Bk.).

Preamble:

The Memorandum Of Understanding is a bridge made between Sinhgad Dental college & Hospital, Vadgaon Budruk, Pune and M A Rangoonwala College of Dental Sciences & Research Centre, Azam Campus, Pune; is witnessed as follows:

Recognizing the mutual interest in the field of research & development, academics, educational training, preventive, interceptive, rehabilitative patient care, student & teacher exchange and other facilities; & dissemination of knowledge on long term non-commercial basis.

Recognizing the importance of role of an institute, in tertiary care in promoting National & International collaboration & increased contribution to social development services.

Hereby the parties agree to established collaboration in research, education, preventive, interceptive & rehabilitative patient care during the pendency of MOU according to the terms & conditions set out in the articles following hereunder.

MOU entered on the 21th day of September 2022 (21/09/2022) Sinhgad Dental college & Hospital, Vadgaon Budruk, Pune (hereinafter called 'SDCH') and M A Rangoonwala College of Dental Sciences & Research Centre, Azam Campus, Pune, (hereinafter called 'MARCDSRC'); both institutes are recognized by the Dental Council of India, which expression shall where the context so admits include its successors and permitted assigns of the other part.

The word "the two institutions" and "collaborating institution" in the MOU refer to SDCH & MARCDSRC. Hereafter SDCH will be referred as "PARTY I" and MARCDSRC will be referred as "PARTY II"

Article-1: FIELD OF COLLABORATION

Collaboration between the two institutions may be established within any field related to health science and technology of mutual interest, and in particular for academic/research activities like online joint-journal clubs/seminars, case presentations/demonstrations & researches, including any related sub-research and other practices of mutual interest and patient care. Extensions to other areas will be made through further amendments to the present MOU & its subunits.

Article-2: EXCHANGE OF STAFF/STUDENTS AND SHARING FACILITIES

Faculty and Students of either Institute, who wish to undertake a short-term field work/ research work or any academic activity of mutual interest at the other institution or sub-program, will be assisted by the host institution in getting authorization, finding accommodation, library, clinical and laboratory facilities: provided the program is accepted by the home institution and by at least one supervisor from each institution. The externship of such student/faculty will be equal in number for exchange. There is possibility of twinning faculty & students of the two institutions in common research. Parties will exchange proposals concerning the topics, persons, type of research, tests and periods of specific research reasonably in advance of the proposed visit. The facilities available in the respective institution shall be extended for the patient care to the referred patients as well.



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Article-3: TRAINING OF STUDENTS/STAFF

Both parties (I&II) will provide facilities for observation and practical training for students/staff of the other party. The training fees, travel and/ or living allowances to these students will be provided by the student/staff him/herself. The selection of the students/staff will be need & talent based. Suitable accommodation may be provided, subject to availability, but in any case, it should not cause any financial liability on part of the host institute.

Article -4: JOINT SUPERVISION OF RESEARCH PROJECTS

As a part of collaboration, the faculty of both institutes may jointly supervise research projects of students as well. The details of the project of students will be worked out by the respective persons of both the institutions. The student should first submit the project proposal which has to be authorized by both the institutions. Efforts will be made to write and conduct research project by both institutions and provide information about ongoing research activities in order to establish contacts and collaborations between professionals working within the same field. Research projects shall be approved by both institutions & will be jointly led by both institutions team leader, who will be responsible for reporting on the project status.

Article -5: FUNDING AND FINANCE

Responsibility to finance the project shall be mutually consented, considering the party in which the project is been carried out & infrastructure and other related facilities provided/utilized. Each Party shall pay its own costs and expenses incurred in connection with the negotiation and execution of activities given under this MOU. The exact nature of funding shall be decided with mutual consent at the starting of each project with separate MOU as mentioned in article 9.

Article-6: GENERAL PROVISIONS

The activities must be carried out in accordance with appropriate laws and regulations existing in country and institutional management policies of both the parties; and will undertake not to violate any of the statutory requirements for time to time. The two institutions shall initiate an exchange of research publications, publication lists and other official publications. This will be provided with adequate security as for as intellectual property laws are concerned. All publications resulting from the collaboration between the two institutions will be mentioned in the scientific reports of the institution. Further note that neither party shall be held responsible for non-fulfillment of their respective obligations under this MOU due to the exigency of one or more of the force majeure such as,(but not limited to) act of God, War, flood, earthquakes, strike, lockouts, epidemics, riots, civil commotion etc.

Article -7: SETTLEMENT OF DISPUTES

Any difference or dispute between the parties concerning the interpretation and/or implementation and/ or application of any of the provision of the MOU shall be settled amicably through mutual consultation and/or negotiation between the parties in good faith, failing which the same shall be first referred to the directors of the parties. In case, the dispute is not resolved, the matter will be



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settled through Arbitration and the Arbitrator will be appointed with the mutual consent of both the parties. This clause shall survive expiration or earlier termination of this MOU.

Article-8: VALIDITY PERIOD

This MOU shall be valid for a period of **SIX YEARS** from the date of signing, at the end of validity period, a fresh MOU with similar/ modified terms may be considered for signing.

Article-9: SUBUNIT MOUs

A separate MOU will be made for each individual research project at the start of project & will be valid till completion as mutually decided by parties.

Article-10: LEGAL PROVISIONS

FURTHER, the parties hereby agree to sign this MOU, which shall be additionally governed as follows:

1. Ownership of Intellectual Property and Publications Rights:

1.1 Background IP: All background IP, shall remain the property of the party introducing and/or disclosing the same to other Party for purpose of this MOU, and whether or not subject of prior agreements with third parties or which have pre-existing intellectual property rights constraints, shall remain unaffected by this MOU.

1.2 Foreground IP: In the event of any patentable intellectual property ("IP") result from the researches carried out by BOTH PARTIES, the patents shall be taken **JOINTLY**. Both PARTIES agree towards the protection, during the application of such intellectual property for commercial or other purposes on mutually acceptable terms with equal shares. Intellectual property shall be jointly owned by PARTY I & PARTY II and can be floated as market products with the help of third party / industrial partner.

1.3 Right to publication: The parties shall consult each other for any publication in respect of the Activity/Research. These publications shall be **JOINTLY** published, in the names of research workers, wherein it will be duly acknowledged that the work has been carried out at Institutions; SDCH & MARCDSRC under this MOU.

2. Confidentiality (NON- DISCOURSE)

Each party undertakes on their behalf and on the behalf employees / representatives / associates to maintain strict confidentially and prevent disclosure of the confidential information / data exchanged pursuant to this MOU for any purpose other than in accordance with this MOU. No party will disclose any investigation to media/any unauthorized person from each institute in any from whether electronic/ print without mutual consent and approval by coordination committee.

3. Representations, Warranties and Liability

Notwithstanding any other provision of the MOU, neither Party shall be liable to the other Party for any loss, damage, costs or expenses of any nature whatsoever incurred or suffered of an indirect, incidental or consequential nature, including any economic loss or other loss of turnover, loss of profits, business or goodwill arising out of the performance of this MOU, the use of any Background IP, and/ or the handling , use or disposal of any material sample, apparatus, equipment , method or presses. Either Party shall not be responsible or



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liable for any damage to the property, material or death / injury of personnel of other Party or any monetary losses to the other Party, in consequence of the jobs/research taken up by other Party, as a result of this MOU.

The provision of samples or specimens by either party in connection with the present MOU will take place without any guarantees or assurances of specific properties. If assurances of any specific properties are required, then these must be explicitly stated in a written statement. Neither party will bear any liability for products supplied in connection with the research work.

4. **Relationship**

Nothing in this MOU shall be construed to make party a partner, an agent or legal representative of the other party for any purpose. Neither party has any right or authority to accept any service, or receive any notice on behalf of the other party or to enter into any commitments, undertakings, or agreements purporting to obligate such other party in any way, or to amend, modify or vary any existing agreements to which such other party may be a party.

5. **Indemnification**

Parties shall indemnify each other for the claims, losses, damages, etc. from third parties/caused to a Party due to infringement of intellectual property rights in regard to their respective scope.

6. **Further Work**

Both the parties retain complete right to pursue research in the areas for their own scientific advancements and future developments, synergistic with its organization mission, without any obligation to the other party. Both the parties acknowledge, being an R&D organization, either Party is free to undertake research work with any other interested third party during the course of the project under this Agreement or thereafter, without any prejudice to other party, work similar to the project for other parties, without the prior consent of other party.


IN WITNESS WHEREOF the parties intending to be legally bound have this MOU to be duly executed in two originals by their authorized representatives, each to be version of equal authenticity as of the date first written above.



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Sinhgad Dental College & Hospital
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Off Sinhgad Road, Pune - 411 041.

Name/sign/seal

For **Sinhgad Dental College and Hospital**



DR. SAMEER PATIL



Principal

Sinhgad Dental College & Hospital
S. No. 44/1, Vadgaon(Bk.),
Off Sinhgad Road, Pune - 411 061.

1. Witness :- ^{lis} Truptai Giri, A.O.

2. Witness :-

Date: 21/09/2022

Place: PUNE

For **M A Rangoonwala College of Dental
Sciences & Research Centre**

DR. RAMANDEEP DUGAL