

This **MEMORANDUM OF UNDERSTANDING** is entered on 16 - Sept 2021

Between

**Swargiya Dadasaheb Kalmegh Smruti Dental College & Hospital,  
Wanadongari Wadhamna Road, Hingna, Nagpur, Maharashtra 441 110**

&

**Shri Shivaji Education Society, Amravati's Science College, Congress Nagar, Nagpur**

**Swargiya Dadasaheb Kalmegh Smruti Dental College & Hospital, Nagpur (Hereinafter referred to as SDKSDCH)** is the premier Institute of Central India. Since its very Inception In 2006. It has untiringly toiled amongst the most backward regions and the least privileged to provide them the opportunity to become self-reliant It is located at Wanadongri on Hingna road situated in the outskirts of the Nagpur city.

**Shri Shivaji Education Society, Amravati's Science College, Congress Nagar, Nagpur**, is one of the 303 institutions run by Shri Shivaji Education Society, Amravati is a premier institution of higher learning in Central India affiliated to R.T.M. Nagpur University, Nagpur.

Tamso Ma Jyotirmaya (To lead from darkness to light) is the mission of the institution. National Assessment and Accreditation Council (NAAC) accredited the college with Five Star level in the year 2002, re-accredited with CGPA of 3.51 on four point scale at A+ grade in June 2017 and identified by UGC as College with Potential for Excellence. The College is an institutional member of Asia Pacific Quality Network (APQN).

With its competent galaxy of faculty members, the college has been rendering sincere services in the field of higher education since 1967. This is a single faculty college with a variety of courses both at 10+2 stage and degree level and offers PG courses with recognised centres of Higher Learning and Research in Microbiology, Chemistry, Computer Science, Physics and Mathematics.

This MoU's shall commence from the date of its signing and shall continue for a period of Five years from date of its signing, unless either party notify in writing to the other party of its intension to terminate. **Swargiya Dadasaheb Kalmegh Smruti Dental College & Hospital, Nagpur** and **Shri Shivaji Education Society, Amravati's Science College, Congress Nagar, Nagpur**, recognize that they share common goals and are desirous to establish a cooperative agreement for mutual benefit.

The said agreement between **Swargiya Dadasaheb Kalmegh Smruti Dental College & Hospital, Nagpur** and **Shri Shivaji Education Society, Amravati's Science College, Congress Nagar, Nagpur**, will be in the following areas:

**1. Technical Training Programs (TTPs):** TTPS helps to improve the knowledge & the skills of the individuals. An individual undergoing TTPS can benefit in multiple ways. He will be in a position to improve his productivity. This MoU's also envisages series of Technical Training Programs for the employees of SDKSDCH.

**2. Industrial Testing & Use of Laboratories:** It is an important area to collaborate for both members and shall utilize the various Laboratories that are available with **Swargiya Dadasaheb Kalmegh Smruti Dental College & Hospital, Nagpur** and **Shri Shivaji Education Society, Amravati's Science College, Congress Nagar, Nagpur**. The equipment & faculty expertise could be used by the both for varied purpose on chargeable basis or as decided by both parties.

**3. Undertaking Need based Projects:** The problems faced by an Institute/ Hospital undertaking are many viz. technical, biomedical, human, system & procedures. In this collaboration, both institute will undertake Consultancy activities which will be need based. The activity will involve Problem Identification, Problem Definition, Data collection, Data Analysis, Problem solving by taking corrective actions. These projects would be undertaken in joint consultation and benefits will be shared suitably.

**4. Institute Visit:** It is an activity, where student community would like to experience the real life work situations. This MoU's will provide an opportunity to the students from both Institute different branches to visit the hospital research activities and vice versa.

**5. Guest Faculty/Visiting Faculty:** **Swargiya Dadasaheb Kalmegh Smruti Dental College & Hospital, Nagpur** and **Shri Shivaji Education Society, Amravati's Science College, Congress Nagar, Nagpur**, will invite experts to share their experience with students through Entrepreneurship Development Cell of various departments and vice-versa. These lectures would be organized on a mutually agreeable time & date.

**6. Confidentiality:** As part of this MoU's, either party will acquire or develop confidential and proprietary information concerning its dealings and methods of dealings. Both parties agree that such Confidential Matter is for the other party's exclusive benefit and that, either party will not directly or indirectly use or disclose any Confidential Matter, except for specified purpose. Receiving party shall use the Confidential Matter of the other party only to its employees, directors and advisors on a 'need to know' basis. Disclosing party does not give any warranty for accuracy or completeness of confidential matter. Upon the termination of this MoU's, either party will promptly return all confidential matters to the other party. The confidentiality obligations stated herein shall survive for two (2) years after termination of this MoU's. The obligations contained in this Clause shall not apply to information in the public domain or is received from a third party without restrictions or is developed independently or is in possession of the receiving party.

**7. Presentation/Dissertation Evaluation:** As a part of curriculum the students of **Swargiya Dadasaheb Kalmegh Smruti Dental College & Hospital, Nagpur** and **Shri Shivaji Education Society, Amravati's Science College, Congress Nagar, Nagpur**, can prepare dissertation/Presentation. Both Institution will support this activity of by sharing technical data, Clinical Data and the necessary guidance to the students to make their dissertation/presentation technically perfect and unique.

**8. Agreements for Research Collaboration:** Each research collaboration undertaken by the parties hereunder shall be initiated by the signing of a separate research agreement between the parties, which will describe in detail:

- a. The nature, scope and schedule of the research collaboration.
- b. In the form of the research collaboration.
- c. The estimated cost of the research collaboration together with the amount of funding, if any, to be received from third parties.
- d. The treatment of intellectual property and data rights, including Patents, industrial design registration, copyrights and all other proprietary information (including innovations not patented designs, not registered etc.) which result from the research collaboration or which belong to a party are used in research collaboration. The publication, IPR, Patents will be property of both and shall carry the names of both.
- e. Fair Publication will be published by both the party author.
- f. Acknowledgement will be given to the institute of other party.
- g. Other provisions as may be mutually agreed upon, including provisions covering the consequences of default or termination by a participant, term, arbitration of disputes and applicable law .

**9 .** This MoU's is not legally binding contract and under no circumstances does this memorandum subject either of the parties to liability for breach, whether material or minor, of contract or any other liability under national applicable law.

**10. Statement of Dispute:** Any dispute arising out of work related with this MoU will be settled through mutual discussion.

**11. Signed in duplicate:** This MoU is executed in duplicate with each copy being version of the Agreement and having equal legal validity an official.

**12. Termination:** During the tenure of the MoU's, either party may terminate and nullify this MoU's by providing prior written notice of 30 days to the other party for any of the reasons- Cause/ convenience/ Force Majeure;

- i) Termination for Convenience: For convenience without assigning any reason
- ii) Termination for Cause: For the breach of obligations/responsibilities/conditions of this agreement by the other party, with an opportunity to cure/rectify such a situation within thirty (30) days to the defaulting party and no remedial action is taken to the satisfaction of the aggrieved party
- iii) Termination for Force Majeure in the event of "Force Majeure" as defined in the MoU's
- iv) Obligations upon Termination.

Following termination or expiration of this Agreement, in addition to any other obligations existing hereunder or otherwise at law or in equity;

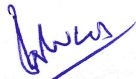


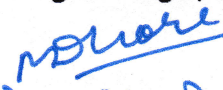

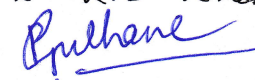
(a) The rights and obligations of the parties thereto shall be settled by mutual discussion, the financial settlement if any shall take into consideration not only the expenditure incurred but also the expenditure committed by the parties hereto.

(b) The agreement arrived at between the parties hereto for the utilization of the intellectual property shall survive the termination of the agreement.

(c) Termination shall not affect the projects/assignments agreed to be undertaken by both the parties before such termination and both the parties should complete such projects/assignments as if this MoU's is in operation.

(d) On termination, the Partner Institute shall handover the data which were used for processing to Counterpart.

**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.

<p><b>On behalf of</b> <b>Swargiya Dadasaheb Kalmegh Smruti Dental College &amp; Hospital, Nagpur</b></p> <p><b>By:</b>  <b>Name:</b> Dr. P. Nalwesh, <b>Title:</b> Dean.</p> <p><b>Witness:</b> 1.  (Dr. Salman Ansari) 2.  (Dr. Ashish Lanjekar)</p>	<p><b>On behalf of</b> <b>Shri Shivaji Education Society, Amravati's Science College, Congress Nagar, Nagpur</b></p> <p><b>By:</b>  <b>Name:</b> Dr. M. P. Dhore <b>Title:</b> Principal Principal S. S. E. S. Amravati's Science College, Nagpur</p> <p><b>Witness:</b> 1.  Dr. R. U. Khopre 2.  (Dr. Pranita B. Gulhane)</p>
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