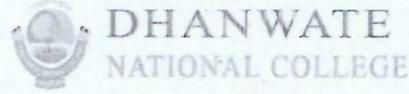


**MoU Between Dhanwate National College, Nagpur  
And  
Swargiya Dadasaheb Kalmegh Smruti Dental College & Hospital Nagpur**



**Memorandum of Understanding**

is entered on 1/02/2024 between

**Swargiya Dadasaheb Kalmegh Smruti Dental College & Hospital,  
Wanadongri-Wadhamna Road, Hingna, Nagpur, Maharashtra 441110**

&

**Dhanwate National College,  
Congress Nagar Nagpur, Maharashtra 440012**

**Swargiya Dadasaheb Kalmegh Smruti Dental College & Hospital, Nagpur (Herein after referred to as SDKSDCH)** is a leading NAAC accredited dental college and hospital in Central India situated on Wanadongri-Wadhamna road, Hingna, Nagpur. It offers numerous disciplines ranging from undergraduate, postgraduate and fellowship courses together with a rich vibe of innovation, research and patient care in the dental domain.

**Dhanwate National College, Nagpur (Herein referred to as DNC)** situated at Congress Nagar, Nagpur, is a NAAC accredited Institute which is making its mark in quality education, research and physical facilities for its students in central India since pre-Independence. Governed by the Shri Shivaji Education Society, Amravati, it is a devoted institute affiliated to RTMNU, Nagpur offering Undergraduate and Postgraduate disciplinary courses in Science, Arts, Commerce streams and together with diversified state of the art sports facilities.

This MOU shall commence from the date of its signing and shall continue for a period of 5 years unless either party notifies in writing to the other party of its intention to terminate the same. SDKSDCH & DNC recognized that they share common goals and are desirous to establish a cooperative agreement for mutual benefit.

The said agreement between SDKSDCH and DNC will be in the following areas:

1. **Technical Training Programs (TTPs):** Inter-disciplinary TTPS helps to improve the knowledge & the skills of the individual. TTPS benefit in multiple ways in improving the clinicians knowledge and productivity. This MoU envisages inter-institutional TTPs (which includes CDEs, CMEs, workshops or awareness campaigns) for the staff and students of SDKSDCH and DNC.
  
2. **Agreements for Research Collaboration:** Each research collaboration undertaken by the parties hereunder shall be initiated by signing of a separate research agreement between the parties, which shall include:
  - i. A form for research collaboration.
  - ii. The nature, scope and schedule of the research collaboration.
  - iii. The estimated cost of the research collaboration together with the amount of funding, if any, to be received from third parties.
  - iv. Enabling stakeholders to utilize the various available clinical and laboratory resources symbiotically, towards research, under expert supervision.
  - v. 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.
  - vi. Fair Publication policy shall be followed by both the collaborating parties.
  - vii. To allow participation in scientific/subject speciality conferences/ CDEs- CMEs and University research events highlighting the collaborative research work of the said researcher of a designated project.
  - viii. Acknowledgement will be given to the institute of other party.
  - ix. 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 .
  
3. **Industrial Testing & Use of Laboratories:** Mutual collaboration by both DNC and SDKSDCH, enabling stakeholders to utilize the various available laboratory resources symbiotically. Industrial Field visits, utilization of equipment & faculty expertise with due permission from the authorities. Similarly subject expert opinion,

innovation, testing and product customisation, etc could be conducted at DNC and SDKSDCH.

- 4. Conducting Inter-disciplinary health care camps and extension of health care services:** In this collaboration, SDKSDCH will undertake Consultancy activities which includes conducting dental and health care camps and collaborative extension of health care services to staff and students of DNC.
- 5. Utilisation of Physical and Sports Facilities:** This collaboration would benefit the stakeholders of both the Institutions. The students and staff of SDKSDCH could avail the benefits of sports facilities centre, utilise the Football ground, cricket ground, Basketball court, Badminton court, Volleyball court, Kabaddi, Kho-kho, Netball, Korfball, gymnastics, gymnasium, Auditorium and other sports/physical facilities at DNC Nagpur. Similarly staff and students of DNC could utilise the Multipurpose campus ground, Volleyball court and other sports facilities at SDKSDCH. The availability and utilisation of any facility by either stakeholders would however be permissible only after obtaining prior permissions from higher authorities of both the institutions.
- 6. Confidentiality:** As a part of this MoU, 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, 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. 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. This MoU is not a 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.
8. **Statement of Dispute:** Any dispute arising out of work related with this MoU will be settled through mutual discussion.
9. **Signed in duplicate:** This MoU is executed in duplicate with each copy being version of the Agreement and having equal legal validity an official.
10. **Force Majeure:** Neither party shall be held responsible for non-fulfilment of their respective obligation under the agreement due to exigency of one or more of unforeseen events such as but not limited to Acts of God, war, flood, earthquake, cyclones, strikes, lockouts epidemics, riots, civil commotion etc. provided on the occurrence and cessation of such events, they affected thereby shall give notice in writing to the other party within one month of such occurrence or cessation. If the force-majeure conditions continue beyond six months, the parties shall then mutually decide about the future course of action.
11. **Termination:** During the tenure of the MoU, either party may terminate and nullify this MoU 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 if 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
  - 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 is in operation.

(d) On termination, the Partner Institute shall handover the data which was 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 mentioned above.

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| <p><b>On behalf of</b><br/><b>Swargiya Dadasaheb Kalmegh Smruti Dental College &amp; Hospital, Nagpur</b></p> <p><b>By:</b><br/>Name: Dr. Nilesh Pardhe<br/>Title: Dean, SDKSDCH<br/>Witness:<br/>1. Dr. Akshay Mishra<br/>2. Dr. Mayur Gawande</p> | <p><b>On behalf of</b><br/><b>Dhanwate National College, Nagpur</b></p> <p><b>By:</b><br/>Name: Dr. O.S. Deshmukh<br/>Title: Principal, DNC<br/>Witness:<br/>1. Dr. R.Y. Deshmukh<br/>2. Mr. M.S. Deshmukh</p> |
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