



தமிழ்நாடு தமில்நாடு TAMIL NADU

3 APR 2019

(I Bred)

64AB 179532

Thirumohan
STAMP VENDOR
L No. 109/B4/88-9
HIGH COURT CAMPUS
CHENNAI-600 104

MEMORANDUM OF UNDERSTANDING

This **MEMORANDUM OF UNDERSTANDING (MOU)** is executed at Chennai on this **19TH DAY OF SEPTEMBER 2019**.

BETWEEN

SAVEETHA DENTAL COLLEGE, (SIMATS) represented by its Director, **Dr. DEEPAK NALLASWAMY** having its office at No.162, Poonamalle High Road, Velappanchavadi, Chennai-600 077, hereinafter referred to as "**SDC**" (which expression shall unless repugnant to the context or meaning thereof include its authorised representatives, executors, and assigns) of the "**ONE PART**".

AND

PMS COLLEGE OF DENTAL SCIENCE AND RESEARCH represented by its Administrator, **Dr. BIJU BALACHANDRAN** having its registered office at Golden Hills, Venkodu P.O, Vattappara, Trivandrum, hereinafter referred to as "**PMS**" (which expression shall unless repugnant to the context or meaning thereof include its authorised representatives, successors and assigns) of the "**OTHER PART**".

WHEREAS the **SDC** is a pioneer in the dental education and the oldest institution in the Saveetha Group of institutions established more than three decades ago **SDC** is recognized by Dental Council of India having excellent infrastructure with state-of-the-art facilities and equipment's, labs and experienced faculties having an enviable track record of imparting UG and PG programmes in dentistry.

WHEREAS the **PMS** is one among the best 40 Dental Colleges in India, and the only one of its kind in Kerala, under NRI Service & Educational trust, established in the year 2002. **PMS** is recognized by Dental Council of India and is affiliated to Kerala University of Health Sciences (KUHS).

WHEREAS the both the parties are willing to work together to offer joint programmes including, but not limited to, educational and research programmes and **SDC** shall provide consultant service with regard to ibook also exchange of information agreed to offer such programmes on the terms and conditions contained herein below.

NOW THEREFORE FOR AND INCONSIDERATION OF THEIR MUTUAL PROMISES AND UNDERSTANDING, THE PARTIES AGREE AS FOLLOWS:

I. SCOPE OF THE MOU

The two institutions will work to develop agreements or programs for exchanging academic, research and other educational materials. The SDC shall provide consultancy service with regard to ibook and share the materials and information of ibook for enhancing the quality of education in Dentistry imparted there, thereby producing well trained and knowledgeable dentist in the service of the society.

II. RENDERING ASSISTANCE IN DEVELOPING PROTOCOLS

SDC with its immense experience and expertise gained through sustained research in the field of Dental Science has developed novel methods of teaching and learning which have been appreciated and adopted by other institutions in the Country. The academic protocol viz., "**IBOOK**" are proved to be of great value and the **SDC** is willing to share its experience and expertise for following courses:-

1. General Anatomy, Embrology & Histology
2. Dental Anatomy, Embrology & oral Histology
3. General Human Physiology
4. General Human Biochemistry

III. RESPONSIBILITIES OF SDC AND PMS

- a) **SDC** shall provide consultancy service with regard to ibook and share the materials and information gained by **SDC** in teaching method using ibook to other party during the term of this MOU.
- b) The second party shall not use the materials shared by the **SDC** for the commercial purpose or sell the products to others. The materials provided by **SDC** shall be used only by the students and teachers of **PMS**. If any default made

- c) The other party shall pay a sum of **Rs.4,00,000/- (FOUR LAKHS ONLY)** towards consultancy fee to the **SDC** .
- d) The second party agrees that they will not make alterations or damage to the ibook provided. The second party agrees use the ibook as it is provided. If any damage is caused to the ibook then other party shall be liable to compensate the same.

IV. TERM AND TERMINATION

- a. This MOU will be in force for a period of **3 (three) years** with effect from the date of execution and it may be renewed thereafter, in writing, on mutual consent of the parties hereto. No separate notice is required to terminate the MOU after its expiry.
- b. Notwithstanding the tenure of the MOU, either party is entitled to terminate this MOU by giving one month prior notice, in writing, to the other party. However, both parties will ensure that all activities in progress, as of the date of such prior termination of this MOU, are completed as per the terms specified herein or as agreed to by the parties specifically in the communications exchanged between them.

V. FINANCIAL COMMITMENTS

This MOU, being for providing consultancy service agreement and also for sharing of materials & ibook by **SDC** to **PMS**, the **SDC** shall collect consultancy fee a sum of **Rs.4,00,000/- (FOUR LAKHS ONLY)** from other party.

VI. FORCE MAJEURE

If as a result of an act of force majeure, including without limitation, an act of nature, war, riot, labour dispute, strike, threat thereof, intervention of a Government agency or instrumentality, or other occurrence beyond the reasonable control of either party, a party is hindered in performing its obligations here under or is there by rendered unable to perform its obligation here under, then, in such event, such party shall have the right, upon notifying the other of the occurrence of force majeure as here in defined, to suspend performance until the event of force majeure has passed. In the event that either party is unable to perform for a period in excess of two (2) months at any time after the commencement date of this MOU due to an act of force majeure, the other party may, at its option, terminate the MOU.

VII. CONFIDENTIALITY:

The other party will protect the Confidential Information which may be received by other Party in pursuance of this MOU and keep confidentiality of the same with the same degree of care as such Party would take in respect of its own confidential information. The Parties will use such confidential information only to serve the purpose for which it was intended and furnished to the other Party. The obligation of confidentiality under this MOU will continue for **Three (3)**

- ii. It is known by the concerned Party without restriction prior to disclosure under this MOU; or
- iii. It is disclosed to the concerned Party by a third party without an obligation of confidentiality; or
- iv. It is available to the public through no fault of the concerned Party; or
- v. It is independently developed by the concerned Party without knowledge or use of the confidential information disclosed to it under this MOU.

VIII. DISPUTE RESOLUTION

Every dispute, difference, or question which may, at any time, arise between the parties hereto or any person claiming under them, in respect of any clause of this MOU shall be referred to a single arbitrator appointed by the **SDC**. The Arbitration shall be held at **Chennai** jurisdiction only and accordance with the Arbitration and Conciliation Act 1996.

IX. AMENDMENTS

This MOU shall constitute the entire understanding between the parties and supersede all prior or contemporaneous communications. All amendments to the MOU shall be in writing, duly signed by the parties to this MOU.

X. INDEMNITY

The other party shall keep indemnified the **SDC** from all claim, damages, or actions that may be raised against the **SDC** by the reason of anything done by the other party during the term of this MOU.

The other party shall also keep indemnified from all claims, damages and liability raised by **SDC** due to the violation of any of the clause under this MOU.

XI. INDEPENDENT PARTIES

The parties are independent of one another. Nothing in this MOU shall be constructed to create a partnership, joint venture, agency, or employment relationship between the parties. Neither party is authorized or empowered to act as agent for the other for any purpose and shall not on behalf of the other enter into any contract, warranty, or representation as to any matter.

IN WITNESS WHEREOF, THE PARTIES HERETO HAVE SIGNED THIS MEMORANDUM OF UNDERSTANDING ON THE DAY, MONTH AND YEAR FIRST ABOVE WRITTEN.

**SAVEETHA DENTAL COLLEGE
SIMATS**

**PMS COLLEGE OF DENTAL SCIENCE &
RESEARCH**

