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This **MEMORANDUM OF UNDERSTANDING** (hereinafter referred to as "MOU") is made on [30.01.2025] between:

PMS College Of Dental Science and Research, a Dental Education Research Institution governed by NRI services and educational trust, recognized by the Dental Council of India and affiliated with Kerala University of Health Sciences with office at Golden Hills, Venkode P.O., Vattapara, Thiruvananthapuram, Kerala - 695028 (hereinafter referred as PMS) represented by its Principal (THE FIRST PARTY)

AND

TKM College of Engineering, a Government- aided and autonomous engineering college, established in 1958, situated at Karikode, Kollam, Kerala – 691005, India and affiliated to the APJ Abdul Kalam Technological University (hereafter referred as TKMCE) which expression shall mean and include its successors, permitted assigns) represented by its Principal (THE SECOND PARTY)

Each shall hereinafter be individually referred to as "PARTY" and collectively as "PARTIES".

**WHEREAS —**

A. PMS College Of Dental Science and Research, a Dental Education Institution governed by NRI services and educational trust, recognized by the Dental Council of India and affiliated with Kerala University of Health Sciences with an office at Golden Hills, Venkode P.O., Vattapara, Thiruvananthapuram is to be an outstanding Dental

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RS 500 P. M. S. Dental  
College Vattappara



college and research institute of international repute for producing dental professionals with Skills, knowledge, and values.

- B. PMS has excellent infrastructure and is supported by an eminent doctors community, and focuses on high quality, advanced treatment on dental disorders, as well as advanced dental care facilities, public health training in advanced dental care.
- C. PMS has a separate department for research and publication to coordinate research activities and a commitment to high quality research in dental and public health areas of social relevance, as well as carrying out research works with a range of international and national collaborations.
- D. TKMCE has a vision to excel in engineering education and research with socio-economic and environmental outlook. TKMCE focuses on the core areas of engineering, such as Computer Science & Engineering with Artificial Intelligence, Civil, Mechanical, Production, Electrical, Electronics and Communication, and Chemical engineering streams and Architecture, offering undergraduate and post graduate programmes.
- E. TKMCE has excellent infrastructure and is equipped with a qualified and eminent teaching community. TKMCE has the legacy of high quality teaching, keeping abreast with the changes in the technical education.
- F. TKMCE has been identified as a centre for consultancy by a good number of industrial and public service units under the State and Central Governments and it has a vibrant research groups working on diverse areas of research.
- G. PMS College of Dental Science and Research and Department of Computer Science & Engineering of TKMCE recognizing mutual interest in the fields of academics, scientific and technical research, making use of each other's expertise for the collaborative research work in the field of dental science and artificial intelligence. The Parties hereby agree to establish collaboration according to the terms and conditions set out herein.

NOW THEREFORE, the Parties agree to the following terms and conditions to enter into the Memorandum of Understanding (MoU):

**OBJECTIVE:**

1. The objective of this MoU is to define and describe the modality of cooperation between PMS and TKMCE to facilitate collaboration in academic, scientific research



and technical fields for the development of algorithms and use of the advanced techniques and software tools in the field of Artificial Intelligence.

2. This MoU is non-binding and does not create any legal obligations between the Parties except as stated in the MOU. It is intended to outline the general understanding between the Parties to explore potential collaboration in the areas of academics, research, and product development.
3. All proposed projects or programs including financials, and anything contemplated under / arising from this MoU, shall be implemented as Specific Agreements of collaboration after they have been agreed upon and duly authorized by the authorized representatives of both Parties.

#### **SCOPE OF COLLABORATION:**

1. Parties agree to explore and discuss potential areas of collaboration, which may include but are not limited to specific areas (or projects):
  - a. Academic partnership and exchange of faculty and research scholars
  - b. Research and Publications
  - c. Product development
  - d. Product commercialization
  - e. Internship opportunities for PMS students at TKMCE
  - f. Any other mutually agreed activity that would benefit either or both the Parties.
2. All activities associated with research and development and other programs shall be consistent with the good legal standing of both Parties.
3. Affiliation of both parties shall be cited in all publications arising out of the collaboration.

#### **MODALITY OF COOPERATION:**

1. Both the parties shall identify staff members and students for accomplishing the above laid down objectives. Such identified staff members may be given visiting appointments in accordance with the norms and procedures of the host institution.
2. Both the parties shall interact to understand the clinical and engineering details relevant to the projects. PMS shall support TKMCE campus with its technical and clinical

expertise in Healthcare including medical datasets. Similarly, TKMCE shall support PMS with their technical fields for the development of algorithms and use of the advanced techniques and software tools in the field of Artificial Intelligence.

3. All attempts will be made by both the parties to ensure that the projects are accomplished to a very high degree of quality, with parsimony of time. Each party shall make its respective contributions to the Project.
4. In the case of publications arising out of collaborative work, the associated faculty and/or students from both sides shall be named as co-authors of the publication as per the guidelines of committee on publication ethics (COPE).
5. The support received from either party shall also be duly acknowledged as appropriate.
6. Research collaboration will include Intellectual Property Right (IPR), disclosure of confidential information etc. Disclosure of confidential information will include patient demography, clinical details, laboratory data and imaging data.
7. The strategy for IPR protection will be jointly discussed and implemented.
8. Transferring of data shall be subject to the approval of the Ethics committee of PMS.
9. Investigators from PMS and TKMCE will be the nodal contacts to represent the organization to implement, monitor and review the various activity schedules from time to time.
10. Any communication or notice or intimation shall be addressed to the contacts of the respective parties and sent to the below mentioned address of the parties concerned.

<b>Contact Person for PMS</b>	<b>Contact Person for TKMCE</b>
<b>Name:</b> Dr. Rajesh Pillai	<b>Name:</b> Dr. Sajeeb R
<b>Designation:</b> Principal	<b>Designation:</b> Principal
<b>Address:</b> Golden Hills, Venkode P.O., Vattapara, Thiruvananthapuram, Kerala – 695028	<b>Address:</b> TKM College of Engineering Karicode, Kollam -5
<b>Phone:</b> <u>0472 258 7878</u>	
<b>Mail id:</b> info@pmscollege.ac.in	

11. Both PMS and TKMCE will bear their own costs and expenses.
12. Each Party confirms that it will act in good faith when complying with its respective obligations under this Agreement.

**CONFIDENTIALITY:**

Each Party covenants and agrees to observe confidentiality and secrecy of all confidential and proprietary information that it may receive or have access to during its obligations under this MoU or any other agreements executed under this MoU. Confidential information shall not be disclosed by the receiving Party to any third-party, without disclosing Party's prior written consent, and shall not be used for any purpose other than for complying with its obligations under this MoU. This obligation shall survive even after the termination of this Agreement.

**INDEMNITY:**

Parties agree, at all times, to defend, indemnify, and hold harmless the other Party (the aggrieved Party), its officers, agents, and/or employees for any claims, expenses, demands, damages, judgments, causes of action, liability, loss or injury, regardless of their nature or character, in any manner whatsoever arising out of either Party's wrongful acts in connection with this MoU, unless the proximate cause of such claim, expense, demand, damage, judgment, cause of action, liability, loss or injury is the sole negligence or willful misconduct of the aggrieved Party.

**INTELLECTUAL PROPERTY RIGHTS:**

Parties shall adhere to the applicable intellectual property laws. Each Party shall retain the rights in and/or title to its respective Intellectual Property previously developed by such Party and/or its representatives, agents, or affiliates. Except as provided herein, this MoU shall not be construed to grant a license for any intellectual property, whether registered or not, of either Party to the other Party. The rights over any Intellectual Property developed under this collaboration shall be co-owned by both Parties.

**TERM AND TERMINATION:**

1. This MoU shall be valid for a period of 5 (Five) years starting from dated 2024. This MoU may be renewed for a similar term, or such other period as mutually agreed thereafter based on mutual consent by the Parties. Unless renewed in writing, this MoU stands terminated automatically upon its expiry.
2. This MoU may also be terminated by either Party with 1 (one) month's written notice to the other Party. However, such termination shall not affect the implementation of activities that have already commenced under a Specific Agreement. Those Specific Agreements shall remain in effect until the required associated activities are completed

#### **JURISDICTION, GOVERNING LAW AND DISPUTE RESOLUTION:**

1. This MoU shall be governed by and interpreted under the laws of India and shall be subject to the jurisdiction of the courts at Thiruvananthapuram, Kerala, India.
2. Any disputes, differences, and doubts whatsoever which may arise between the Parties hereto shall be resolved amicably within 30 (thirty) days, failing which, the same shall be referred to Arbitration of a sole Arbitrator to be mutually appointed by the Parties, whose decision and Award shall be final and binding on both Parties. The Arbitration shall be held in Kerala and will be conducted in the English language in accordance with and subject to the provisions of the Arbitration and Conciliation Act, 1996, or any statutory modification(s), re-enactment thereof for the time being in force. The costs of arbitration will be equally borne by the Parties.

#### **GENERAL TERMS:**

1. **Amendment:** No amendment to or modification of this MoU, in whole or in part, will be valid or binding unless it is in writing and executed by authorized representatives of both Parties.
2. **Assignment:** This MoU shall not be assigned or transferred by either Party without the prior written consent of the other Party.
3. **Relationship between Parties:** Nothing in this MoU shall create an agent, partner, or representative relationship to any other Party. No Party has the authority to assume, create, or incur the liability of any kind in the name of, or on behalf of, the other Party except as may be otherwise expressly stated herein.
4. **Non-Exclusivity:** This MoU is non-exclusive, and nothing herein shall prohibit or restrict either Party from entering the same or similar relationships with any third party.
5. **Statutory Compliance:** The activities of this MoU shall be carried out by both Parties in accordance with appropriate laws and regulations applicable to them.

**Notice:** All communication to be served under this MoU shall be in writing and shall be sent by post, courier, or email directed to the address of each Party mentioned hereinabove.



**6. Force Majeure:** Neither Party shall be held liable for any damage arising from the cancellation of an event due to any force majeure events including but not limited to acts of war, hostility, acts of public enemy, civil commotion, sabotage, natural calamities, fires, floods, explosions, pandemic, epidemics, quarantine restriction, strikes, lockouts or act of God, provided, a notice of the happening of any such event is given to the other Party within 21 (twenty-one) days from the date of occurrence thereof, or other conditions not in the control of either Party. If force majeure subsists for a period of more than thirty (30) days, then Parties shall mutually decide either on continuity or termination of the MoU.

Signed for and on behalf of:

PMS College of Dental Science & Research



Dr. Rajesh Pillai

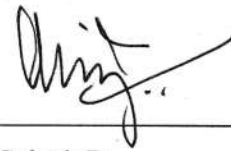
AUTHORISED SIGNATORY

Designation: Principal



Signed for and on behalf of:

TKM College of Engineering



Dr. Sajeeb R

AUTHORISED SIGNATORY

Designation: Principal



WITNESS: 1

Name:



Dr. Pooja Balachandran  
Demonstrator  
PMS Dental College.

WITNESS: 2

Name:



Dr. Ansuman John  
Vice Principal Academic  
TKMCE, Kollam