

**MEMORANDUM OF UNDERSTANDING**

**Between**

**TAGORE DENTAL COLLEGE**

**And**

**Prof. S. Niranjali Devaraj**

This MOU is made and entered into this 27<sup>th</sup> day of January, 2016 between and by the following parties:

Dr. Chitraa R. Chandran, Principal, TAGORE DENTAL COLLEGE & HOSPITAL, Vandalur, Chennai- 600 127, recognised by Dental Council of India, Department of Health and family welfare, Government of India and affiliated to the Tamilnadu Dr. MGR Medical University

**AND**

**Prof. S. Niranjali Devaraj, UGC- BSR Faculty Fellow, Dept. of Biochemistry, University of Madras, Guindy Campus, Chennai- 600 025**

**RECITALS**

**Whereas** Dr. Chitraa R. Chandran, Principal and Prof. S. Niranjali Devaraj desire to offer programmes including, but not limited to, joint educational and research programmes for the students and faculties of both the Universities/Institutions and

**Whereas** Dr. Chitraa R. Chandran, Principal and Prof. S. Niranjali Devaraj have agreed to offer such programmes on the terms and conditions contained herein.

NOW, THEREFORE, for and in consideration of their mutual promises and understanding, the parties agree as follows:

**I.SCOPE OF THE MOU**

**A. Exchange of Information.**

The two institutions will work to develop agreements or programs for exchanging academic, research and other educational materials.

**B. Exchange of Students.**

The parties will work to develop agreements and programs for exchanging students between the two institutions, either on the basis of reciprocal exchange of benefits or through fees set for the participation in the specific programs. Such programs shall be conducted so as to encourage active participation and to ensure reciprocity while minimizing the cost of participation for students from both institutions.

**C. Exchange of Faculty**

The parties will explore opportunities for their respective faculty members and administrators to be in residence at the other institution for purpose of lecturing, conducting research, and developing their academic or administrative skills. These programs, to the greatest extent possible, will provide commensurate opportunities for the faculty and administrators of both institutions. Both institutions pledge to provide the fullest support possible to faculty and administrators coming from the other institution in the furtherance of the interests of each faculty members of administrator.

**D. Collaborative Programs**

Collaborative programs, seminars and research activities will be encouraged and supported where the mutual interests and expertise of both institutions may be furthered. Faculty and program directors at both institutions should be encouraged to enter into contract with one another in order to further this objective.

**E. Cooperation for Development of Resource.**

The two institutions will explore avenues to develop financial resources to support educational activities sponsored under this Agreement, including joint grant proposals.

In each of the above mentioned areas of cooperation and any other areas in which the two institutions wish to cooperate, detailed arrangements can be developed through separate memoranda of understanding, exchange of letters, appendices or other written agreements, all of which must be signed in writing by both parties to be effective.

**II. JOINT EDUCATIONAL PROGRAMS**

Joint Oral submucous fibrosis project

**III. TERM AND TERMINATION**

- (a) This MOU shall remain in effect from the date of signing for a period of three Years. The MOU may be extended or renewed for additional periods of time upon the mutual written consent of the parties subject to such terms and conditions as the parties shall determine.
- (b) If either party believes the stated purposes of this MOU are not being fulfilled, the other party shall be notified of the areas of concern in writing. Both parties shall attempt to resolve those concerns through common efforts. If no solution can be achieved, either party may terminate this MOU by providing written notification at least (6) Six months in advance; provided, however, that such termination shall not take effect with respect to students already enrolled in the programmes until such students have been provided an opportunity to complete their coursework.
- (c) If the termination is for the other party's non-compliance with any material term of this MOU, the party desiring to terminate will contact the other party in writing, and such party shall have thirty (30) days to

correct the situation(cure period). If the situation is not corrected after the thirty(30) day cure period, the termination shall be effective immediately following the thirty(30) day cure period; provided, however, that such termination shall not take effect with respect to students already enrolled in the programs until such students have been provided an opportunity to complete their coursework.

- (d) SDC may immediately terminate this MOU in the event that there is a change in law regulation or policy of the Government in the country in respect of MOU with foreign agencies.

#### **IV. 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 hereunder or is thereby rendered unable to perform its obligation hereunder, then, in such event, such party shall have the right, upon notifying the other of the occurrence of force majeure as herein 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.

#### **V. DISPUTE RESOLUTION**

In the case of any dispute that may arise in future shall be resolved through mutual consultation and discussion. All efforts shall be made by both the parties to iron out the differences, if any, and in the event of not being able to resolve the tangle, the issue may be resolved through Arbitration.

#### **VI. INDEPENDENT CONTRACTORS.**

The parties are independent contractors 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 authorised 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.

**VII. LEGAL JURISDICTION**

This MOU shall be governed by and construed in accordance with the laws of the Government of India.

IN WITNESS WHEREOF, the parties have caused this MOU to be executed by their duly authorised representatives on the date first written below:

**TAGORE DENTAL COLLEGE**

Dr. Chitraa R. Chandran

Position: Principal

Date: 27 Jan 2016

**Dr. CHITRAA R. CHANDRAN**  
PRINCIPAL  
TAGORE DENTAL COLLEGE & HOSPITAL  
Chennai-600127.

**UNIVERSITY OF MADRAS**

Prof. S. Niranjali Devaraj

Position: UGC- BSR Faculty Fellow

Date: 27 Jan 2016

**Dr. S. NIRANJALI DEVARAJ**  
Professor & UGC-BSR Faculty fellow  
Department of Biochemistry,  
Guindy campus, University of Madras,  
Chennai -600025.

