भारतीय गैर न्यायिक

भारत

बीस रुपये

रु.20

Rs.20

TWENTY RUPEES

सत्यमेव जयते

INDIA

INDIA NON JUDICIAL

தமிழ்நாடு तमिलनाडु TAMIL NADU

44AB 605539

G.P. RAGHUL.

19765

5/12/2018

Memorandum of understanding
Between
Tagore dental college
And
Illusion Dental Laboratory Pv. Ltd.
ISO 9001:2008 Certified

This MOU is made and entered into this 8th day of December, 2018 between and by the following parties:

Dr.K Balaji, Head of the department, Department of orthodontics, Tagore Dental college & hospital, Vandalur, Chennai-600127, recognized by dental council of india, Department of health and family welfare, Government of India and affliated to the Tamilnadu Dr MGR Medical university

AND

Mr Ram Kumar, Branch Manager, Illusion labs, NO. 14, 4th street, Bharathi Nagar, T Nagar, Chennai-600017

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RECITALS

Whereas, Dr.K Balaji and Mr Ram Kumar desire to offer programs including, but not limited to, joint educational and research programs for the students and faculties of both the Universities/institutions and have agreed to offer such programs 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 Infomation.

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

B. 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. Term and termination

(a) This MOU shall remain in effect from the date of signing for a period of five 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 shal) 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) SDG 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.

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IV. FORCE MAJEURE

If as a result of an act of force majeure, including without limitation, an act of nature, war, riot, labor 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 authorized or empowered to act as agent for the other for any purpose and shall not on behalf of the other enter into any contact, 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 authorized representatives on the date first written below:

Dr K Balaji
Head of the department,
Department of orthodontics,Tagore dental college & hospital, Vandalur,
Chennai-600127
Date: 08/12/2018

Mr Ramkumar
Branch Manager
Illusion Labs
NO. 14, 4th street, Bharathi Nagar, T Nagar, Chennai-600017
Date: 08/12/2018

ILLUSION DENTAL LABORATORY PVT. LTD. Chennai-24

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