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RATHINAMANGALAM, VANDALUR (PO.)
CHENNAI-600 127.

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Date **17 JAN 2021**

**MEMORANDUM OF UNDERSTANDING
BETWEEN
TAGORE DENTAL COLLEGE & HOSPITAL, CHENNAI
AND
ASTHAGIRI HERBAL RESEARCH FOUNDATION**

THIS MEMORANDUM OF UNDERSTANDING entered into

on 26.08.2021 at Chennai, Tamil Nadu, India.

Between

Tagore Dental College and Hospital, a medical, scientific, Cultural and Vocational establishment under Indian Law, approved by DCI, Govt. of India, accredited by NAAC is represented by its Principal Dr.C.J.Venkatakrisnan on the one hand.

Dr. C.J. Venkatakrisnan

[Signature]

Both the parties individually referred to “party” and collectively as “parties”

2.1 WHEREAS ASTHAGIRI HERBAL RESEARCH FOUNDATION has, after being set up for the Research and Development of Crop protection using pheromones & botanical and Drug development based on herbal products. Research and Development is diversified into interdisciplinary areas involving chemistry, natural products, biotechnology, entomology, microbiology and analytical.

2.2 And whereas AHRF is engaged in training in the area of Herbal drug Extraction/separation, isolation of active molecules, Chromatography analytical methods and Pheromone application and Training in Instrumentation of HPLC, HPTLC & FTIR etc.

2.3 AHRF have been established collaborators with Indian and Foreign Institutions for conducting research. A few of them are: Vel's University (Department of Biotechnology); Greenwich University, UK; Nag Research Institute, Fremont, USA.

2.4 AHRF have been generated a number of projects funded by DST,DBT,AYUSH,CSIR from Govt. of India and a few private sponsors.

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2.5 WHEREAS Tagore Dental College and Hospital, was established under the Dental Council of India and affiliated to the TamilNadu Dr.M.G.R Medical University with the aim of imparting higher knowledge in Dentistry and dental sciences to the aspiring boys and girls so that they can emerge as competent dental practitioners and clinicians. The Institute is committed to provide quality education to transform the students into efficient and successful careerists, clinicians and academicians. Students who have graduated from Tagore Dental College and Hospital are already serving in responsible positions, in India and abroad in institutions and private practice.

2.6 WHEREAS as a result of the interactions between **Tagore Dental College and Hospital** and **AHRF** at various levels and occasions, both the parties have agreed to come together to jointly work in certain areas of mutual interests on the following terms and conditions :

3. SCOPE OF MOU

This MOU broadly defines the mode and methodology of operations and spells out the rights and responsibilities of the Parties hereto.

Having good expertise in the field Herbal drug Extraction/separation and isolation of active molecules and Chromatography analytical methods and also engaged in Training in Pheromone application, herbal product development, Instrumentation of HPLC, HPTLC & FTIR etc., both the organization to collaborate and work, complementing each other's strength. With these realizations, Tagore Dental College and Hospital and AHRF agree to explore the areas to work jointly for the following goals:

3.1 AHRF has been collaborating with various prestigious institutions to improvise herbal formulations under different climatic conditions.

3.2 AHRF had developed products like crop protection formulations, health care products and novel leads.



- 3.3 To jointly take up funding projects with funding agencies like DST, DBT, DRDO and CSIR etc. on Herbal and Marine drug development for treatment of oral and dental diseases in addition to oral cancer management. Development of standards marker compounds unique to commonly used herbs in monoherbal and polyherbal formulations etc. In such case a detailed joint project report will be made with technical and financial intricacies.
- 3.4 To jointly take up any such other projects and programs of value to the Industry, Academia, Government and the general public as may be deemed fit from time to time.

4. JOINT RESPONSIBILITIES

- 4.1 Nominate Coordinators as nodal contacts to represent the parties and promote interface so as to plan, implement, monitor and review the various activity schedules from time to time.
- 4.2 The Managing Director from AHRF, and Dr.C.J.Venkatakrishnan, Principal, Tagore Dental College and Hospital, will serve as the nodal contacts from both the sides.
- 4.3 Draw the attention of the top management in case of any interface or operational problems.

5. FINANCIAL ASPECTS

- 5.1 AHRF will charge for the consumables spent at AHRF lab during the UG & PG Student's training for R & D on cost to cost basis. With regard to funded projects, the cost of consumables and experimentation will be utilized from the fund and this would be detailed in the budgeting section in the research proposal.
- 5.2 With regard to funded projects, the fund would be directed into the accounts of the investigator's institution namely Tagore Dental College and AHRF as per the rules and regulations of fund disbursal of the funding agency.
- 5.3 All payments will be made through demand draft.

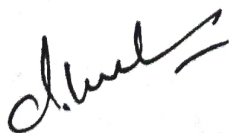


6. COMMUNICATION

All communication or notice or intimation shall be addresses to the Nodal contacts of the respective parties and sent to the registered address of the parties concerned and such a communication sent by e-mail, tele-fax, registered air-mail shall be deemed to be sufficient.

7.CONFIDENTIALITY AND NON-DISCLOSURE

- 7.1 Any software/ hardware material, product specifications, designs, financials, information, documents shall be deemed to be in private domain and it shall not be made public or shared with any other party without the prior written consent of the party which owns it.
- 7.2 The material shall be treated as confidential for a minimum period of five years after this MOU comes to an end or as agreed from time to time.
- 7.3 Parties agree that the obligations of confidentiality contained herein shall not attach to information that:
- a) the receiving Party at the time of disclosure to it as evidenced by written records; or
 - b) the receiving Party at the time of disclosure or thereafter becomes public knowledge through no fault or omission of the receiving Party; or
 - c) the receiving Party lawfully obtained by the receiving party from a third party who is not under any confidentiality obligation to the disclosing Party; or
 - d) the receiving party developed the product independently; or
 - e) the governmental law or regulation required to be disclosed by court rule, provided that the receiving Party gives the disclosing Party prompt notice of any such requirement and cooperates with the disclosing Party in attempting to limit such disclosure.



8. FORCE MAJEURE


- 8.1 Neither party shall be held responsible for non-fulfillment of their respective obligations under this agreement due to the exigency of one or more of the events such as but not limited to acts of God, war, floods, earthquakes, strike, lockouts, epidemics, riots, civil commotion, etc. provided on the occurrence and cessation of any such events, the party affected thereby shall give a 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.

9. INTELLECTUAL PROPERTY RIGHTS

- 9.1 The Intellectual Property Rights in respect of the intellectual efforts- based on projects will be decided on case-to-case basis in writing and signed by the parties.

10. EFFECTIVE DATE AND DURATION

- 10.1 This MOU shall be effective from the date of signing and will be valid for a period of 5 years). The MOU shall automatically stand terminated if no specific MOU /Agreement is entered into between the parties during the validity period of five years.
- 10.2 Either party can terminate the MOU by giving 30 days prior notice in writing and sent through RPAD
- 10.3 Any amendments/ modifications/ additions/ deletions to this MOU shall be in writing and duly signed by both parties as mutually both parties accept.



11. ARBITRATION

11.1 In case any dispute arises between the Parties with respect to the MOU, both Parties hereto shall endeavor to settle such dispute amicably. If the Parties fail to bring about an amicable settlement within a period of 30 (thirty) days, dispute shall be referred the sole arbitrator appointed by TDC&H & AHRF. Arbitration proceedings shall be conducted in accordance with the provisions of the Arbitration and Conciliation Act, 1996 and Rules made there under, or any legislative amendment or modification made thereto. The venue of the arbitration shall be Chennai. The award given by the arbitrator shall be final and binding on the Parties. The language of arbitration shall be English.

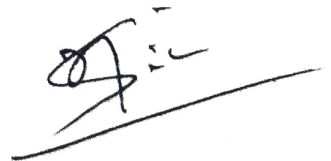
The common cost of the arbitration proceedings shall initially be borne equally by the Parties and finally by the Party against whom the award is passed. Any other costs or expenses incurred by a Party in relation to the arbitration proceedings shall ultimately be borne by the Party as the arbitrator may decide. Courts in Chennai only shall have the exclusive jurisdiction to try, entertain and decide the matters which are not covered under the Arbitration and conciliation Act.

12. ASSIGNMENT AND TRANSFER:

Any and all rights, duties and obligations of the parties under this MOU shall not be transferred or assigned by either party to any third party without prior written consent of the other party.

13. NON WAIVER:

The failure or neglect by either of the Parties to enforce any of the terms of this MOU shall not be construed as a waiver of its rights preventing subsequent enforcement of such provision or recovery of damages for breach thereof.



14. SEVERABILITY:

The invalidity or unenforceability of any provision of this MOU shall not affect the validity or enforceability of any other provision of this MOU that shall continue in full force and effect except for any such invalid and unenforceable provision.

15. LIMITATION OF LIABILITY:

In no event AHRF/TDC&H shall be liable to the other for any incidental, consequential, special, and exemplary or direct or indirect damages, or for lost profits, lost revenues, or loss of business arising out of the subject matter of this MOU, regardless of the cause of action, even if the party has been advised of the likelihood of damages

16. INDEMNIFICATION:

Tagore Dental College and Hospital, agrees to indemnify and keep indemnified AHRF, its representatives, agents, employees, successors and assigns harmless against all losses, damages or expenses of whatever form or nature, including, without limitation, attorney's fees and costs and costs of appeals, whether direct or indirect, which they or any of them may sustain or incur as a result of any acts or omissions of **Tagore Dental College and Hospital**, or any of its representatives, agents or employees including but not limited to any breach of this MOU or otherwise in writing, or any violation thereof by **Tagore Dental College & Hospital**, of any applicable law, or regulation or order.

17. NO PARTNERSHIP :

Nothing in this MOU shall be deemed to neither constitute or create an association, trust, partnership or joint venture between the Parties nor constitute either party the agent of the other party for any purpose.



18. ENTIRE MOU :

This MOU constitutes the entire Understanding between the Parties. Any and all written or oral agreements, representations or understandings of any kind that may have been made prior to the date hereof shall be deemed to have been superseded by the terms of this MOU.

19. HEADINGS:

The headings shall not limit, alter or affect the meaning of the Clauses headed by them and are solely for the purpose of easy reference

This Memorandum of Understanding has been executed in two originals with one retained by Tagore Dental College and Hospital, and the other by AHRF.

IN WITNESS WHEREOF, the parties signed this MOU at **Tagore Dental College and Hospital, Chennai** and have caused this MOU to be executed in two original copies by their respective duly authorized representatives.

AHRF



**Managing Director,
Asthagiri Herbal Research
Foundation,
162A, II floor, Perungudi
Industrial Estate, Perungudi,
Chennai- 600096**



WITNESSES:

1. *Lathie Narasimhan*
(DR LATHA NARASIMHAN)

2. *[Signature]*
(DR. S. JINSON)

Tagore Dental College and Hospital



**Dr.C.J.Venkatakrishnan
Principal,
Tagore Dental College and Hospital
Near Vandalur, Melakkottaiyur Post,
Rathinamangalam, Tamil Nadu-600127**

**Dr. C.J.VENKATA KRISHNAN, M.D.S., Ph.D.,
PRINCIPAL
TAGORE DENTAL COLLEGE & HOSPITAL
Rathinamangalam, Vandalur Post,
Melakkottaiyur, Chennai - 600 127.**