

தமிழ்நாடு तमिलनाडु TAMIL NADU 🍫 / -

10.12. 2021 Tagone Dental Collège & Hospital. Vandalur. Chennai

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Memorandum of understanding Between

Department of Orthodontics, Tagore Dental College

And

Department of Orthodontics,

K.S.R. Institute of Dental Science and Research

This MOU is made and entered on the 9th day of December 2021 between and by the following parties:

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 affiliated to The Tamilnadu Dr M.G.R Medical University

and

Department of Orthodontics, K.S.R. Institute of Dental Science and Research, KSR Kalvi Nagar, Thokkavadi, Tiruchengode - 637215, recognized by Dental Council of India. Department of Health and Family Welfare, Government of India and affiliated to The Tamilnadu Dr MGR Medical University

> Professor of Orthodontics a Head of the Department, Department of Orthodontics, K.S.R. Institute of Dental Science and Research, Tiruchengode.

TAGORE DENTAL COLLEGE AND HOSPITAL RATHINAMANGALAM, VANDALUR (P.O) CHENNAI-600 127

#### RECITALS

The departmentsdesire to offer programs and resource sharingincluding Dolphin imaging software, but not limited to, joint educational and research programs for the students and faculties of both the 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 the available resources in each institution including Dolphin imaging software, research and patient data 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.

2

Professor of Orthodontics a
Head of the Department,
Department of Orthodontics,
K.S.R. Institute of Dental Science
and Research, Tiruchengode.

Dr. K. BALAJI, MDS PROF. & HOD

Department of Orthodonics TAGORE DENTAL COLLEGE AND HOSPITAL RATHINAMANGALAM, VANDALUR (P.O) CHENNAI-600 127.

#### Il. 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 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.

#### III. 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.

3

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K.S.R. Institute of Dental Science
and Research. Tiruchengods.

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Department of Orthodonics
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## 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 lawsof 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:

Head of the department,

Department of Orthodontics,

Tagore Dental college & Hospital,

Continie

Vandalur, Chennai-600127

Dr. K. BALAJI, MDS
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Department of Orthodonics
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