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MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding is entered on the 4th day of September 2024

Between

MACS- Agharkar Research Institute, Pune

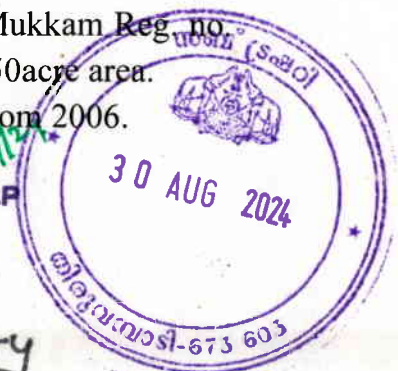
through the **Director** of the one part (hereinafter referred to as ARI) Maharashtra Association for the Cultivation of Science, Gopal Ganesh Agarkar Road, Pune 411004, Maharashtra, India

And

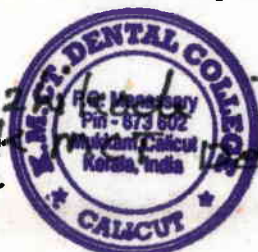
KMCT Dental College

through the **Principal** (herein after referred to as KMCTDC) KMCT Medical College Campus, Mukkam, Kozhikode 673602, Kerala, India

KMCT Dental College (KMCTDC), a part of KMCT Group of Institutions set up by the Kunhitharuvai Memorial Charitable Trust (KMCT) Manassery, Mukkam Reg. no. 252/1999 is situated at Manassey, Mukkam, Kozhikode, spread over 50 acre area. Inaugurated in 2006, both the OP and IP departments are functional from 2006.



No. 17887 KERALA Rs. 100 Kozhikode
NAME Principal
DATE 31/8/2024
S.R.O. VENDER MUKKAM (AG)
SINDHU. K



Dr. MANOJ KUMAR K.P.
Principal
KMCT Dental College
Manassery, Mukkam
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KMCTDC provides higher education in most of the branches of knowledge, besides excelling in research in various disciplines of science, in addition to being a pioneer institution in innovating ideas, whereas ARI is an autonomous, grant-in-aid research institute of the Department of Science and Technology of the Government of India.

While recognizing the mutual interest in the fields of research, development, education, training, transfer of technology, and dissemination of knowledge on a long-term non-commercial basis, and recognizing the importance of the roles of institutes of higher education in promoting collaboration and increased contribution of social development, ARI and KMCTDC desire to enter into a *Memorandum of Understanding* spelling out terms and conditions of collaboration.

The MoU is agreed upon by and between the parties under the following clauses:

1. Field of Co-operation

Co-operation between MACS-Agharkar Research Institute, Pune, and the KMCT Dental College (KMCTDC) will be established within the field related to biological sciences and technology of mutual interest. Extension to other areas or subjects will be made through further amendments to the present *Memorandum of Understanding*.



No. 17886 KER LAR 109 K02
NAME Principal kmct
DATE 31/8/2024
S.R.O. VENDER MUKKAM (AG)
SINDHU. K



Dr. MANOJ KUMAR, K.P.
Principal
KMCT Dental College
Manasseery, Mukkam
college
manasseery



2. Exchange of Scientists/Faculty/Students

ARI and KMCTDC will encourage collaboration in research areas of mutual interest. ARI will welcome KMCTDC researchers or faculties to engage in scientific research. Reciprocally, KMCTDC will welcome researchers or scientists from ARI to engage in scientific research and/or teaching activities.

3. Sharing of Research Facilities & Resources

3.1 Sharing the available infrastructure and laboratory facilities for research & academic purposes in accordance and compliant to the institutional policies of either parties.

3.2 To Exchange faculty members for lectures, talks, conferences, seminars, symposia and sharing ideas for enrichment of academic & research program offerings of either institute.

3.3 To Exchange scientific materials and information of common interest including data, study reports, books, publications, course information etc. among the parties.

4. Research publications

4.1 Publications arising from collaborative academic/ research projects between the two institutions should ensure the co-authorship of respective coinvestigators and this will be decided on mutual agreement between two institution based on contribution done for each project. Equal authorship will be credited irrespective of the sequence in names followed for equal contributions in the collaborative project.

5. Research projects

5.1 Efforts will be made to share information about ongoing research and teaching activities to establish contacts and collaboration between professionals in the same field.

5.2 The participating institutions will approve Research Projects and the composition of research teams. Efforts will be made to evaluate the need for participating staff and the location of the research activity.

5.3 Efforts will be made to submit collaborative research projects for extramural funding.



K. J. 04/09/24
Dr. MANOJ KUMAR. K.P
Principal
KMCT Dental College
Manassery, Mukkam



5.4 To jointly organise/conduct national/international symposium / conference/ workshop / training programmes.

5.5 Exchange of advice, information and assistance relating to areas of mutual interest.

5.6 To mutually host training programs / technical training sessions for project staff, students and faculty in specific areas requiring experimental and technical expertise.

6. Confidentiality

All information and documents to be exchanged pursuant to the Memorandum of

Understanding will be kept confidential by the Parties and will be used subject to such

terms as each party may specify. The Parties will not use the information for purposes

other than that specified, without the prior written consent of the other Party.

7. Intellectual Property Rights (IPR)

7.1 Information on research results and scientific materials (reports, articles, books) will be exchanged freely keeping in mind the mutually agreed provision of Intellectual Property Rights.

7.2 Unless otherwise agreed to, all rights and titles to Intellectual Property, whether or not patentable, conceived and reduced to practice, in the performance of the activities under this MoU, exclusively by an employee of any institution shall be owned by that institution.

7.3 All rights and title of Intellectual Property whether or not patentable, conceived and reduced to practice jointly, shall be owned jointly by the employees of both institutions. Neither Institution shall use or license to any third party such jointly owned intellectual property for any purpose, whatsoever, without prior written consent from other institution.



[Signature]
24/09/24
Dr. MANOJ KUMAR. K.P
Principal
KMCT Dental College
Manassery, Mukkam



8 Funding and Finance

8.1 All the activities to be carried out under this MoU will be subject to available funds.

8.2 As possible and according to the current laws in the Country, the contracting institutions will help to search for necessary funding for setting up corresponding projects.

9 Link Management and Administration

9.1 Implementation and cooperation of the *Memorandum of Understanding* falls under the responsibility of:

Director

Agharkar Research Institute

G.G. Agarkar Road

Pune 411004

Tel: +91-20-25325001

E-mail: director@aripune.org

Principal

KMCT Dental College

KMCT Medical College Campus,

Mukkam,

Kozhikode-673602

Tel: 0495 2292000

E-mail: dental@kmct.edu.in

9.2 Issues about specific activities including the rights and obligations of each party shall be notified or communicated to the offices mentioned in 8.1. above.

10 Effective Date and Duration of the MoU

This *Memorandum of Understanding* shall be effective from the date it is signed by the parties hereto. The duration of this MoU will initially be for a period of **five years** from the effective date unless otherwise terminated earlier as per clause 10.



Handwritten signature and date: 11/09/24
Dr. MANOJ KUMAR. K.P
Principal
KMCT Dental College
Manassery, Mukkam



11 Amendment to MoU

No amendment to this MoU shall be valid unless the same is made in writing jointly by the parties hereto or their authorized representatives and specifically stating the same to be an amendment to this MoU.

12 Termination of MoU

- 12.1 The MoU can be terminated by either party giving the other party, a prior written notice of not less than ninety days of its intention to do so but without dishonouring any commitment entered into before the date of the termination.
- 12.2 This MoU shall also stand terminated for any reason such as legal processes, Acts of the state, or similar exigencies beyond the normal control of the party concerned and which disabled any of the parties hereto from functioning further.
- 12.3 Despite termination, the parties shall abide by the usual professional ethics and normal code of conduct to maintain the confidentiality of the information and Intellectual Property Rights.

13 General Provision

- 13.1. Whilst the purpose of this MoU is to outline an academic and management framework between the institutions, they do not intend to be legally bound to each other, and this MoU does not impose any legal obligation on either party.
- 13.2. The two institutions will carry out research activities, as a follow-up to this *Memorandum of Understanding*. The activities must be carried out by appropriate laws and regulations existing in the country and the institutions.
- 13.3. The two institutions shall initiate, and exchange research publication lists and other publications relevant to the project. This will be provided with adequate security as far as intellectual property laws are concerned.
- 13.4. All publications resulting from the collaboration between the two institutions will be mentioned in the scientific reports of the institutions. Likewise, this *Memorandum of Understanding* must also be mentioned in all formal presentations that result from the collaboration under the terms of this *Memorandum of Understanding*.



Handwritten signature and date: 04/09/24
Dr. MANOJ KUMAR. K.P.
Principal
KMCT Dental College
Manassery, Mukkam



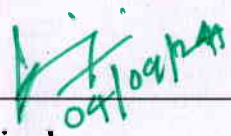
14. Dispute resolution

The governing laws shall be the laws of India. Any disputes arising in relation to or in connection with the MoU between the parties shall be resolved by mutual negotiations. In case of unresolved disputes, the parties shall refer the dispute for arbitration, to the sole arbitrator appointed by the parties hereto and the decision of the arbitrator shall be final and binding on both the parties. The provisions of the Arbitration and Conciliation Act (1996) shall apply to such arbitration. Such arbitration proceedings shall be held in Punesoni.

In witness whereof both the parties have hereunto set subscribed their hands and seals, the day and the year hereinabove mentioned.

For and on behalf of KMCTDC

For and on behalf of ARI Pune


Principal

KMCT Dental College

Date:

Dr. MANOJ KUMAR. K.P.
Principal
KMCT Dental College
Manassery, Mukkam



Witnesses:


Dr. Sheejith M

KMCT Dental College



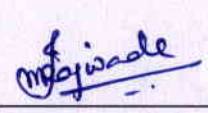

Director

Agharkar Research Institute

Date:

डॉ. प्र. क. ढाकेफलकर / Dr. P. K. Dhakephalkar
निदेशक / Director

आधारकर अनुसंधान संस्थान / Agharkar Research Institute
(भारत सरकार, डीएसटी स्वायत्त संस्थान / Govt. of India, DST Autonomous Institute)
गो. न. आगरकर पथ, पुणे-4. / G. G. Agarkar Road, Pune-4.


Dr. Jyutika Rajwade

Agharkar Research Institute