

भारतीय गैर न्यायिक

एक सौ रुपये

Rs. 100

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ONE  
HUNDRED RUPEES

भारत INDIA  
INDIA NON JUDICIAL

गुजरात गुजरात GUJARAT

पं. नं. ४३३५...तारांक. २२-२२-२३...२००७  
प्रदीपनारणु नाम.....  
नाम.....  
वसते...श्रीमान.....

~~Sumandeep Vidyapeeth~~  
An

Deed 14.2.19  
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ता. नं. १७, रजय चेंडर, पाघोडीया.  
टापर तामे, सोनी इणीयुं, मु.पो.ता. पाघोडीया  
नं. पडोहरा मो. ९७२६८९६०२०

**MEMORANDUM OF UNDERSTANDING**

by and between

Faculty of Dentistry,

(PAHER University, Udaipur)

INDIA

and

K. M. Shah Dental College & Hospital

Sumandeep Vidyapeeth, Deemed to be University, U/S 3 OF UGC ACT OF 1956

ACCREDITED WITH NAAC "A" GRADE WITH CGPA OF 3.53 ON FOUR POINT SCALE

At & Po: Piparia, Ta: Waghodia, Dis Vadodara-391760, Gujarat, INDIA

Attested CTC

Sharaney  
30/11/2007

Vice-Chancellor

Sumandeep Vidyapeeth

An Institution Deemed to be University

Vill. Piparia, Taluka: Waghodia.

Dist. Vadodara-391 760. (Gujarat)



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**At & Po: Piparia, Ta: Waghodia, Dis Vadodara-391760, Gujarat, INDIA**

**PREAMBLE:**

This Memorandum of Understanding (MOU) is entered into by and between **Faculty of Dentistry, PAHER University**, with its registered office at Airport Road, Debari, Udaipur, Rajasthan-313024 and **K. M. Shah Dental College & Hospital, Sumandeep Vidyapeeth (Deemed to be University)**, At & Po: Piparia, Ta: Waghodia, Dis: Vadodara, Gujarat-391760 are referred to collectively, as "Parties" or individually as "Party".

**1) PURPOSE:**

The Parties recognize the benefits to be desired from increased collaboration, cooperation and interaction for the further promotion and understanding in the field of dental education, research in dentistry, consultancy, scholarships and faculty development through various activities. (here after collectively, referred to as "Field").

The purpose of this MOU is to define the areas of fundamental, academic research in which the parties desire to work together in the future for their mutual benefit to foster a collaborative framework between PAHER university and K. M. Shah Dental College & Hospital in the field with the view to benefiting from each other's, strengths, initiatives and working procedures and to support collaboration among the researcher's associated with both parties.

**2) SCOPE:**

This MOU sets forth the intentions of the parties for increased collaborations, cooperation and interaction and doesn't create any legally binding commitments, if the parties later agree to undertake, specific joint projects with legally binding obligations, they will develop separate written agreements for such projects, setting out each party's contributions, deliverables and budgets.

Both parties agree to cooperate, subject to availability of funds and the respective approvals of both the institutions in academic activities and programs, research and consultancy activities and other areas of mutual interest including specifically the following:

- a) Exchange of students both UG and PG.
- b) Exchange of faculty or staff.
- c) Joint research activities and publications of these joint researches.
- d) Participation in seminars and academic activities.
- e) Exchange of academic materials and other information.
- f) Special short term academic programs.
- g) Specific training projects in the area of research and cooperate in clinical training.
- h) Faculty development programs.
- i) Consultations services for curriculum development.
- j) Other areas of interest and collaborations as shall be identified.



The terms of cooperation of each specific activity implemented under this MOU for Cooperation's shall be mutually discussed and agreed upon in writing by both the concerned parties prior to the initiation of that



activity. Any such MOUs entered into, as outlined above, will form appendices to this MOU for cooperation.

#### • STUDENT EXCHANGE PROGRAM

- The host institute has the right to decide acceptance of exchange students, by taking account of recommendation issued from home university for exchange students based on their academic record.
- Transportation, accommodation, food, clothing and other personal costs including the medical health insurance and medical care will be the personal responsibilities of the students themselves. However the host institute may charge an amount for providing laboratory, library, internet facilities etc. the amount will be intimated at the time of making an offer.
- The host institute shall reserve or make available accommodation on campus for exchange students or assist them in locating suitable housing off campus if they so desire.
- The exchange students will be subject to the student rules at the host institute, while on exchange. Exchange students will be offered the same facilities as local students.
- Exchange students will study subjects or conduct researches which are pertinent to their field of study and are offered by the host institute.
- Any intellectual property developed during the joint activity will be joint owned by the two parties.

#### • FACULTY EXCHANGE

The two parties will actively seek to promote mutual faculty exchange for mutual agreed periods.

- Faculty exchange may assume various forms, such as individual short-time and long term visit of facilities joint research and development projects.
- Both the concerned parties will try to seek external funding success to facilitate these exchanges.
- Encouragement of the academic faculty to co-author publications of joint researches. Joint research activities and joint project possibilities is in subject to applicable copyright and/or other laws of each county, as well as rules and regulations of the respective universities.
- The host institute will endeavour to as much as possible, make available such facilities that will enable the faculty to obtain experience and training in its departments and institutes, including the use of its laboratories and libraries.
- The two parties acknowledge that in the absence of an external funding agency, all expenses for travel. Living and allied cost will be left to the discretion and the responsibility of the home party.
- Any intellectual property developed during the joint activity will be jointly owned by the two parties.

#### 3) COSTS:

Each Party will be responsible for its own costs according to their respective policies in connection with all matters relating to collaborations under this MOU. Where possible and appropriate the Parties may also seek funding for collaborative activities from other agencies and institutions as appropriate.

#### 4) INTELLECTUAL PROPERTY AND CONFIDENTIAL INFORMATION:

The treatment of intellectual property rights developed through collaborations under this MOU will be determined between the Parties through mutual consultation and separate written agreements to be entered on a case-by-case basis.

The parties agree that there is no intention to share any confidential or proprietary information in any collaboration under this MOU. If either Party wishes to disclose information that it considers to be confidential or proprietary to the other Party, the Parties will enter into a written, Confidentiality and Non-Disclosure Agreement for each such requirement.

#### 5) DISPUTE RESOLUTION



*[Signature]*

*[Signature]*

*[Signature]*



Any dispute or difference arising out of this Agreement shall be resolved in the following manner:

**5.1 Amicable Resolution:**

Save where expressly stated to the contrary in this Agreement, any dispute, difference or controversy of whatever nature howsoever arising under, out of or in relation to this Agreement between the PARTIES and so notified in writing by either party to the other party in the first instance shall be attempted to be resolved amicably. In the event of dispute between the PARTIES, either party may required such dispute to be referred to the Joint Conciliation consisting of Dean- Faculty of Dentistry, PAHER University Udaipur and Dean- K. M. Shah Dental College & Hospital and the two parties shall meet within a period of seven (7) date of such request to discuss and attempt to resolve the dispute amicably. The settlement agreement, if any, decided pursuant to the conciliation proceedings shall have the same effect and status of an arbitral award.

**5.2 Arbitration:**

Any dispute, which is not resolved amicably under Clause 5.1 within a period of sixty (60) days from the date on which one party notified the other party of the dispute, shall be finally decided by reference to arbitration of a Sole Arbitrator, who shall be mutually decided between the parties. The procedure mandated under the Arbitration & Conciliation Act, 1996 shall be followed in case of failure to appoint a mutually decided Sole Arbitrator. The arbitral proceeding will be carried out in accordance with the Arbitration & Conciliation Act 1996 & its reenactment, amendment thereof as the case may be. The venue of such arbitration shall be Vadodara, Gujarat and the language of the arbitration shall be English.

**6) TERMS OF UNDERSTANDING:**

- a) This MOU will remain in force for five years from the date of signature by both parties and shall continue in effect until either of the Parties expresses, in writing, to the other, a desire to terminate. Such termination shall have no effect on any outstanding obligations contractually agreed upon between the parties in an Activity Agreement.
- b) The MOU may be terminated by either Party by giving three months notice, in writing, to the other Party.
- c) Any Amendment to the MOU will require the written approval of both Parties.
- d) Two signed originals of this MOU will be produced with one to reside with each Party.
- e) In the event that discrepancies arise between this document and any translation of it to a language other than English, this English version shall prevail.

**7) SIGNATURES:**

The Parties to this Memorandum of Understanding hereby confirm their agreement to the terms contained herein by their signatures below:

**For, PAHER, University**

**For, Sumandeep Vidyapeeth**

Dean, Faculty of Dental Sciences,  
Principal, Pacific Dental College & Hospital,  
Debari, Udaipur

Dean, K. M. Shah Dental College & Hospital  
At & Po: Piparia, Ta: Waghodia,  
Dis: Vadodara, Gujarat-391760

**REGISTRAR**  
Registrar, Pacific Academy of Higher Education &  
PAHER University, Udaipur, UDAIPUR (Rajasthan)

**Registrar**  
Sumandeep Vidyapeeth  
Institution Deemed to be University  
Vill. Piparia, Taluka Waghodia,  
Dist. Vadodara-391 760. (Gujarat)

Witness  
Date: 11/06/2019

Witness  
Date: 11/06/2019



**Vice-Chancellor**  
**Sumandeep Vidyapeeth**  
An Institution Deemed to be University  
Vill. Piparia, Taluka: Waghodia.  
Dist. Vadodara-391 760. (Gujarat)

Attested CTC

30/11/2023