This **MEMORANDUM OF UNDERSTANDING is entered on \_24/09/2018
Between
PRAJ METALLURGICAL LABORATORY,PUNE,MAHARASHTRA 411038**

**&
Maharashtra Institute of Dental Sciences & Research, Latur -MAHARASHTRA
MIDSR Dental College & Hospital Latur, Maharashtra is the premier Institute of India.**

**COMPANY/ LABORATORYDETAILS**

This MOU’s shall embark from the date of its signing and it shall continue for a period of Ten years from date of it’s signing, unless either party inform in writing to other party of its intension to terminate. Praj Met. Lab Pune and MIDSR Dental College aware of that they share mutual objectives and are desirous to establish a cooperative agreement for mutual benefit.

The said agreement between \_Praj Met. Lab and MIDSR will be in the following areas:

1. **Technical Training Programs (TTPs)**: TTPS helps to expand the knowledge & the skills of the individuals. An individual undergoing TTPS can benefit in numerous ways. He/ she will be in a position to improve his/ her productivity. This MoU also foresees series of Technical Training Programs for the employees of MIDSR.

**2. Industrial Testing & Use of Laboratories**: It is anvital area to collaborate for both Praj Met. Lab and MIDSR members and shall utilize the several Laboratories that are available with Praj Met. Lab. The equipment & faculty expertise could be used by the MIDSR for various purpose on chargeable basis as on decided by Praj Met. Lab .

**3. Undertaking Need based Projects:** The problems faced by an Institute/ Hospital under taking are many like technical, biomedical, human, system & procedures. In this collaboration, the \_Praj Met. Lab will undertake Consultancy activities which will be based on need. The activity will involve Problem Identification, Problem Definition, Data collection, Data Analysis, Problem solving by taking corrective measures. These projects would be commenced in joint consultation and benefits will be shared suitably.

**4. Confidentiality:** As part of this MOU, either party will acquire or develop confidential and proprietary information regarding its dealings and methods of dealings. Both parties approve that such Confidential Matter is for the other party's exclusive benefit and that, either party will not directly or indirectly use or disclose any Confidential Matter, except for specified purpose. Receiving party shall utilize the Confidential Matter of the other party only to its employees, directors and advisors on a 'need to know’ basis. Disclosing party does not give any warranty for precision or comprehensiveness of confidential matter. Upon the termination of this MOU’s, either party will promptly return all confidential matters to the other party on time. The confidentiality compulsions stated herein shall survive for two (2) years after termination of this MOU’s. The obligations contained in this Clause will not be applicable to information in the public domain or is received from a third party without restrictions or is developed autonomously or is in possession of the receiving party.

**5. Agreements for Research Collaboration:** The research collaboration undertaken by the parties hereunder shall be commenced by the signing ofindividual research agreement between the parties, which will describe in detail:

1. The nature, scope and schedule of the research collaboration.
2. In the form of the research collaboration.
3. The estimated cost of the research collaboration together with the amount of funding, if any, to be received from third parties.
4. The treatment of intellectual property and data rights, including Patents, industrial design registration, copyrights and all other proprietary information (including innovations not patented designs, not registered etc.) resulting from the research collaboration or which belong to a party are used in research collaboration. The publication, IPR, Patents will be a possessions of both and shall carry the names of both.
5. Fair Publication will be published by both the party author.
6. Acknowledgement will be given to the institute of other party.
7. Other provisions as may be mutually agreed upon, including provisions casing the consequences of default or termination by a participant, term, negotiation of disputes and applicable law .

**6**. This MOU is not legally binding contract and under no situations does this memorandum subject either of the parties to liability for breach, whether material or minor, of contract or any other liability under national applicable law.

**7. Statement of Dispute:** Any disagreement arising out of work related with this MOU will be settled through mutual discussion.

**8**. **Signed in duplicate:** This MOU is executed in duplicate with each copy being version of the Agreement and having equal legal validity an official.
**9.Force Majeure**: Neither party shall be held accountable for non-fulfillment of their corresponding obligation under the agreement due to exigency of one or more of unpredicted events such as but not limited to Acts of God, war, flood, earthquake, cyclones, strikes, lockouts epidemics, riots, civil commotion etc. provided on the occurrence and cessation of such events, they affected thereby shall give notice in writing to the other party within one month of such occurrence or cessation. If the force-majeure conditions carry on beyond six months, the parties shall then mutually decide about the future course of action.

**10. Termination**: During the tenure of the MOU, either party may terminate and nullify this MOU by informing with prior written notice of 30 days to the other party for any of the reasons-Cause/ convenience/ Force Majeure;

i) Termination for Convenience: For convenience without assigning any reason

ii) Termination for Cause: For the breach of obligations/responsibilities/conditions of this agreement by the other party, with anchance to cure/rectify such a situation within thirty (30) days to the defaulting party and no remedial action is taken to the satisfaction of the aggrieved party

iii) Termination for Force Majeure in the event of "Force Majeure" as defined in the MOU

iv)Obligations upon Termination.
Following termination or cessation of this Agreement, in addition to any other obligations existing hereunder or otherwise at law or in equity;

(a) The rights and obligations of the parties thereto shall be settled by mutual discussion, the financial settlement if any shall take into consideration not only the expenditure suffered but also the expenditure committed by the parties hereto.
(b) The agreement arrived at between the parties hereto for the utilization of the intellectual property shall survive the termination of the agreement.
(c) Termination shall not affect the projects/assignments agreed to be undertaken by both the parties before such termination and both the parties should complete such projects/assignments as if this MOU’s is in operation.
(d) On termination, the Partner Institute shall handover the data which were used for handling to Counterpart.
**BY SIGNING BELOW**, the parties, acting by their duly authorized officers, have caused this memorandum of Understanding to be executed, effective as of the day and year first above written.

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| **On behalf ofPRAJ METALLURGICAL LABORATORY,** **PUNE ,MAHARASHTRA.****By:**Name: ASHOK M.BHAGATTitle: PROPRIETOR | **On behalf ofMaharashtr Institute of Dental Sciences & Research Latur. MAHARASHTRA** **By:**Name: Dr. Suresh S. kambleTitle: Principal |