



**Teerthanker Mahaveer Dental College & Research Centre,
Moradabad**

(A constituent college of Teerthanker Mahaveer University)
Recognized by Dental Council of India & Govt. of India



Temple of Dental Education



BETWEEN



NIMS UNIVERSITY

NIMS DENTAL COLLEGE & HOSPITAL

JAIPUR, RAJASTHAN

AND



TEERTHANKER MAHAVEER UNIVERSITY



Temple of Dental Education

**TEERTHANKER MAHAVEER DENTAL COLLEGE & RESEARCH
CENTRE**

MORADABAD, UTTAR PRADESH

FOR

**PURPOSE OF STUDENT & FACULTY EXCHANGE PROGRAMME AND
SCIENTIFIC ACTIVITIES**

- TO ENHANCE PRACTICAL AND THEORETICAL KNOWLEDGE OF STUDENTS THROUGH OBSERVERSHIP
- TO ENCOURAGE ACTIVE PARTICIPATION OF STUDENTS & FACULTIES
- TO ENSURE RECIPROCITY WHILE MINIMISING THE COST OF PARTICIPATION FOR STUDENT FROM BOTH INSTITUTIONS

Bagarpur, Delhi Road, Moradabad-244001 (U.P.)
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MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (hereinafter called as the 'MOU') is entered into on this the

By And Between

1.Nims Dental College And Hospital, Nims University Rajasthan, Jaipur

One of the Leading Universities in India and the Largest self-financed university in Jaipur, Rajasthan, having its registered address at B.S.Tomar city, Jaipur-Delhi Highway (NH-11C), Jaipur, Rajasthan, 303121, is structured as a composite model university, (here in after referred as '**First Party**', the institution which expression, unless excluded by or repugnant to the subject or context shall include its successors - in-office, administrators and assigns).

AND

2. Teerthanker Mahaveer Dental College & Research Centre, Teerthanker Mahaveer University, Moradabad, Uttar Pradesh

One of the Leading Universities and the Largest self-financed university in India, having its registered address at N.H.-9, Delhi Road, Moradabad - 244001, Uttar Pradesh, is structured as a composite model university through its Trustees/Officials (hereinafter referred to as "**Second Party**", company which expression, unless excluded by or repugnant to the subject or context shall include its successors - in-office, administrators and assigns).

(**First Party** and **Second Party** are hereinafter jointly referred to as '**Parties**' and individually as '**Party**').

(A) **First Party** is a Higher Educational Institution named:

Nims University Rajasthan, Jaipur is one of the leading Universities in India and the Largest self-financed university in Rajasthan, is structured as a composite model university. A legendary in quality teaching and action-oriented research and consultancy in all disciplines. The Phenomenal growth of the University during the last thirteen years speaks volumes of its commitment to higher education. Established under the Nims University Act, 2008, enacted by the Government of Rajasthan .it is among the few technical universities in the Nation that has all the modern amenities and provides the highest caliber of education in a variety of degree courses.

Nims Dental College And Hospital established in the year 2006 _ and recognized by DCI in 2011 with introduction of postgraduate course in the year 2014. Nims Dental College And Hospital is pledged with a committed intention of furnishing quality dental service to the society through distinguished dental training of the young aspirants. The key objective of the institution is to provide quality service to the nation through the medium of science and education.

(B)**Second party** description **Teerthanker Mahaveer University**, Moradabad is one of the leading Universities in India, established by the Act (No. 30) of 2008 of the Government of Uttar Pradesh, approved by the University Grants Commission (UGC) in Uttar Pradesh. TMU stands committed to the ideals of Lord Mahaveer - Right Philosophy, Right Knowledge and Right Conduct in all spheres of activity and aspires to be the ultimate destination for world-class education. TMU provides a unique environment for students to grow under the guidance of experienced academicians and acquire the creative and technical skills demanded to make them industry ready. Our brilliant faculty and staff form a dedicated team committed to the mission of the University. Being a dynamic, research-oriented University devoted to developing life-saving discoveries to address some of the most pressing global challenges. Being a best private university, we have state-of-the-art laboratories and research facilities, well-planned residential space, and an excellent ecosystem for extra-curricular activities. The campus is wi-fi enabled thus uses advanced technology to impart education. Due to the availability of these essential building blocks, TMU is in a unique position to support the development of students in such a way that they gain lifelong learning skills and become competent professionals. A legendary in quality teaching and action-oriented research and consultancy in all disciplines. The Phenomenal growth of the University during the last sixteen years speaks volumes of its commitment to higher education. TMU is among the few technical universities in the Nation that has all the modern amenities and provides the highest calibre of education in a variety of degree courses.

Teerthanker Mahaveer Dental College And Research Centre established in the year 2005 and recognized by DCI with introduction of postgraduate course in the year 2010. Teerthanker Mahaveer Dental College And Research Centre is pledged with a committed intention of furnishing quality dental service to the society through distinguished dental training of the young aspirants. The key objective of the institution is to provide quality service to the nation through the medium of science and education.

(C) **First Party & Second Party** believe that collaboration and co-operation between themselves will promote more effective use of each of their resources, and provide each of them with enhanced opportunities and both parties have agreed to offer such programs and to share such facilities on the terms and conditions.

(D) The Parties intent to cooperate and focus their efforts on cooperation within the area of Skill-Based Technology, Quality of the product, and Research and Development.

(E) Both Parties, being legal entities in themselves desire to sign this MOU for advancing their mutual interests.

Now, Therefore, In Consideration Of The Mutual Promises Outlined In This MOU The Parties Hereto Agree As Follows:

1.The aforesaid recitals shall form an integral part of this Memorandum of Understanding and the same may be read, construed, and interpreted accordingly.

2 CO-OPERATION:

i) Both Parties are united by common interests and objectives, and they shall establish channels of communication and co-operation that will promote and advance their respective

operations within the Institution and its related wings. The Parties shall keep each other informed of potential opportunities and shall share all possible information that may be relevant to secure additional opportunities for one another.

ii) **First Party and Second Party** cooperation will work to develop agreements and program for exchanging students between two institutions. Such programs shall be conducted so as to encourage active participation and to ensure reciprocity while minimising the cost of participation for students from both institutions.

iii) The general terms of co-operation shall be governed by this MOU. The Parties shall cooperate and shall, as promptly as is reasonably practical, enter into all relevant agreements, deeds, and documents (the Definitive Documents) as may be required to give effect to the actions contemplated in terms of this MOU. The term of Defeitive Documents shall be mutually decided between the Parties. Along with the Definitive Documents, this MOU shall represent the entire understanding as to the subject matter hereof and shall supersede any prior understanding between the Parties on the subject matter hereof.

(iv) To build up the graduates from the institutions could play a key role in technological up-gradation, innovation, and competitiveness of an industry. Both parties believe that close co-operation between the two would be of major benefit to the student community to enhance their skills and knowledge.

3. IMPLEMENTATION OF AGREEMENT:

i) It is agreed between the parties that the second party will be comprised of advisors, Program Coordinators, and Community Organizers responsible for the implementation of the program. Each community organizer will have primary responsibility for the implementation of one of the objectives and secondary responsibility for the implementation of other objectives. Similarly, each advisor shall have primary responsibility as well as secondary responsibilities.

ii) Each institution will appoint an individual to act as a coordinator for the exchange programme. A committee may be formed by the Organization that would assist the GM towards the implementation of the program. Each member of the committee will be in charge of one of the objectives and coordinate with the corresponding Community Organizer in implementing the related activities to accomplish the specific objective.

iii) The institution will decide the dates for student exchange program by mutual consent and at the end of programme participants in the exchange will request the host institute send report of their academic achievement.

4. RESPONSIBILITIES OF THE SECOND PARTY:

i) **Second Party** to provide a dedicated team of 3 to 4 members who would jointly work with **First Party** for the implementation of the programme.

ii) Organization to assist with one IT-supported room where an E-Learning facilities and audio visual available.

iii) Organization to bear the additional cost of electricity.

(iv) Organization to accommodate the program at mutually convenient time frames.

(v) Jointly finalize dates for the various events with the Organization team of members at mutually convenient time frames.

(vi) Source Technology experts, as needed, from outside for conducting the various aspects of the program.

(vii) Prepare initial assessment report and progress report of the programme.

(ix) Participation of the student/faculty for the student faculty exchange programme.

5. INTELLECTUAL PROPERTY:

Nothing contained in this MOU shall, by express grant, implication, estoppel or otherwise, create in either Party any right, title, interest, or license in or to the intellectual property (including but not limited to know-how, inventions, patents, copyrights, and designs of the other Party.

6. RELATIONSHIP BETWEEN THE PARTIES:

It is expressly agreed that **First Party** and **Second Party** are acting under this MOU as independent contractors, and the relationship established under this MOU shall not be construed as a partnership. Neither Party is authorized to use the other Party's name in any thing. Neither Party shall have, nor represent itself as having, any authority under the terms of this MOU to make agreements of any kind in the name of or binding upon the other Party, to pledge the other Party's credit, or to extend credit on behalf of the other Party.

7. REPRESENTATIONS AND WARRANTIES:

The Parties hereby represent and warrant as follows:

i) Good title: They have the full power and absolute authority to enter into this Agreement,

ii) No disability: They are not under any disability, restriction, or prohibition, whether legal, contractual, or otherwise, shall present them from performing or adhering to any of their obligations under this Agreement, and have not entered into and shall not enter into any agreement that may violate this Agreement,

iii) Litigation: No Litigation, arbitration, or administrative proceedings are threatened, or to the knowledge of the Parties, pending, which call into question the validity or performance of their obligations under this Agreements,

(iv) Consents/Permissions: All authorizations, approval, consents, advisable in connection with the entry into, performance, validity, and enforce ability of this Agreement and the transactions contemplated hereby have or shall be obtained or effected in a timely manner.

8. EFFECTIVE DATE:

This Memorandum of Understanding is effective upon the signature of the two parties.

9. OBLIGATIONS:

(i) The **Second party** shall carry out its duties in an expert and diligent manner and to the best of its ability and shall promptly and faithfully comply with all lawful and reasonable requests which may be made by the first party Contact Person.

(ii) The **Second party** shall give written or oral advice or information regarding the execution of the Services as and when required by the first party.

10. DURATION AND TERMINATION:

This Memorandum of Understanding shall be effective upon the signature of both parties and ending after 2 years , or upon the expiration of the Program, or upon mutual agreement of the parties, whichever occurs first. Both Parties may terminate this MOU upon 30 calendar days' notice in writing. In the event of termination, both parties have to discharge their obligations.

11. VALIDITY:

This Agreement will be valid as mentioned in Clause 10 above or on mutually agreed terms. Any act on the part of the **Second Party** after the termination of this Agreement by way of communication, correspondence, etc., shall not be construed as an extension of this MOU.

12. AMENDMENTS:

This Memorandum of Understanding may be modified or amended by written agreement between the first and second parties. No purported variation, amendment, modification, or addition to this Memorandum of Understanding shall be effective unless made in writing and signed by all the parties.

The first party and second party will at all times during the period of this Memorandum of Understanding adhere the terms and conditions.

Each Party shall, at its own expense, indemnify, save and hold harmless to other party and its successors, licensees, assigns, agents, representatives, and affiliates from and against any claims, demands, cause of action, obligations, liability, loss, damage, costs, and expenses (during reasonable attorneys' fees), incurred or sustained because of or arising out of any breach or alleged breach of any of the warranties, representation, obligation and agreements herein made by such defaulting party, or from any reliance upon any such warranties, representations, obligations or agreements.

Any notice or other communication required or permitted hereunder shall be in writing and shall be delivered personally, sent by families transmission, or sent by certified or registered post or courier or email as follows:

(i) If to **First Party:**

Nims Dental College And Hospital , Nims University Jaipur, Rajasthan

Address :

B.S.Tomar city, Jaipur-Delhi Highway (NH-11C). Jaipur, Rajasthan.303121

(ii) If to Second Party:

Teerthanker Mahaveer Dental College and Research Centre Moradabad,

Address:

N.H.-9, Delhi Road Moradabad- 244001 Uttar Pradesh.

The Parties shall advise if there is any change in their address shall give notices to other sides.

13. NOTICES AND ADDRESSES:

Any notice or request required or permitted to be given or made under this MOU shall be in writing. Such notice or request shall be deemed to have been duly given or made when it shall have been delivered by hand, certified mail, overnight courier, telex, cable, or Online through electronic media such as email, WhatsApp, or any other digital platform to the party to which it is required to be given or made at the address specified below or such other address as shall be hereafter notified.

• For the Institute: **Nims Dental College And Hospital**

• For the Organization:.....

The parties hereby nominate the following persons to be authorized to sign on all the official documents, communications, etc. to be exchanged between the parties in pursuance of the Memorandum of Understanding.

• For the Institute: **Teerthanker Mahaveer Dental College and Research Centre, Moradabad.**

• For the Organization:.....

14. CONCILIATION AND ARBITRATION:

i) In case of any disagreement arises between the parties in respect of any of the clauses of this agreement, or any other agreement between the Institute and Organisation, whether verbal or written, the terms as set upon in this agreement shall hold valid.

ii) In the event of any difference in opinion or dispute arises between the parties in respect of any matter arising out of and relating to this Memorandum of Understanding, such dispute/difference shall, in the first instance, be attempted to be resolved amicably between the parties by mutual consultation and negotiations.

iii) If amicable settlement is not reached between the parties within 15 days then such unresolved dispute or difference of opinion concerning or arising from this Memorandum of

Understanding and its implementation, breach or termination whatsoever, including any difference or dispute as to the interpretation of any of the terms of this Memorandum of Understanding, shall be referred to the arbitrator or a sole arbitrator mutually appointed by each of the parties. The Arbitrator shall give a reasoned award. Then arbitration shall be governed by the Arbitrator and conciliation arbitration shall be English. The parties shall share the cost of arbitration equally.

(iv) None of the Parties shall be liable for any loss or damage caused to the others, provided that the Party experiencing the delay promptly notifies the other of the delay for its failure to perform any or all of its obligations under this Memorandum of Understanding during any period in which such performance is delayed or rendered impractical or impossible occasioned by or caused due to strikes, lockouts, slowdowns, riots, fires, insurrections or the elements, embargoes, failure of carriers, acts of God or of the public enemy, terrorism, cyber terrorism or breach of security, communications, transportation, or power interruptions or outages, compliance with any law, regulation or other governmental order, or any pandemic situation or any other causes beyond the reasonable control of either party (*Force Majeure Event).

(V) In the event that any provision of this Memorandum of Understanding, or any portion thereof, shall be held invalid, illegal or unenforceable under applicable law, such defect shall not vitiate the other provisions of the Memorandum of Understanding and the remainder of the Memorandum of Understanding shall continue to be legal, valid, effectual and binding on the parties hereto if practically possible. Failure by either Party to enforce a provision of this Memorandum of Understanding shall not constitute a waiver of that or any other provision of this Memorandum of Understanding.

(vi) Nothing in this Memorandum of Understanding shall constitute or be deemed to be a relationship of principal and agent or any other relationship of a similar nature between the parties and neither of them have any authority to bind the others in any way.

(vii) Any waiver of or any breach of this Memorandum of Understanding shall not be deemed to apply to any succeeding breach of the provision or any other provision of this Memorandum of Understanding. No failure to exercise and delay in exercising on the part of any of the parties any right, power, or privilege hereunder shall operate as a waiver thereof nor shall any single or partial exercise of any right, power, or privilege preclude any other or further exercise thereof or the exercise of any other right, power or privilege. The rights and remedies provided in this Memorandum of Understanding are cumulative and not exclusive of any rights or remedies otherwise provided by law.

(viii) This Memorandum of Understanding shall be binding on and shall ensure for the benefit of each party, and the successors and assigns of each party.

(ix) This Agreement may be executed in any number of counterparts or duplicates, each of which shall be an original, but such counterpart or duplicates shall together constitute the same Agreement.

(x) Unless otherwise stated time shall be of the essence for the purpose of any and all provisions of this Agreement.



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(xi) The parties hereto state and affirm that they have, prior to and at the time of entering transaction which would be likely to influence the conduct or decision of the other party.

(xii) The parties hereto shall dutifully perform all covenants of this Agreement in letter and spirit and shall otherwise act with due diligence and in good faith.

(xiii) If any provision of this agreement is adjudged by a court to be void or unenforceable, the same shall in no way affect any other provision of this Agreement, or its validity or enforce ability and the unenforceable provision shall be performed to the extent valid and enforceable.

(xiv) This Agreement shall be governed by and construed in accordance with the laws of India. The Courts at Jaipur, Rajasthan, India, alone shall have the exclusive jurisdiction to entertain and dispose off any proceeding arising out of or in connection with this Agreement.

(xv) This Memorandum of Understanding is personal to the parties and is not capable of assignment. None of the parties can assign or transfer any of its rights or obligations under this Memorandum of Understanding without the prior written consent of the other parties.

AGREED

For: NIMS Dental College And Hospital

For: Teerthanker Mahaveer Dental College
and Research Centre Moradabad,

B.S. TOMAR City, Jaipur-Delhi Highway

N.H.-9, Delhi Road Moradabad-

NIMS University, Rajasthan

Uttar Pradesh - 244001.

(NH-11C), Jaipur, Rajasthan, 303121

.....
Authorized Signatory

.....
Authorized Signatory

Prof (Dr) Sandeep Tripathi

Registrar

NIMS University Jaipur, Rajasthan

Prof (Dr) Manish Goyal

Principal

Teerthanker Mahaveer Dental College
and research Centre, Moradabad, Uttar
Pradesh

Prof (Dr) M K Sunil

Principal

Nims Dental College & Hospital, Jaipur

Bagarpur, Delhi Road, Moradabad-244001 (U.P.)

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