



தமிழ்நாடு தமில்நாடு TAMILNADU

AZ 535455

செய்த நாள் 27752 நாள் 4.8.2017

மதிப்பு 100 ரூபாய் Rajas Dental College  
Kavalkinaru

S. இராதாகிருஷ்ணன்  
முத்தியாற்றாள் விடுபாளையாள்  
உ.பி.எ.எ.எ. 15/1993 நாள்: 1-11-93  
தலைகீழில்-629 001

### MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding ("MOU") is entered on 5<sup>th</sup> day of August, 2017,

BETWEEN

**Rajas Dental College and Hospital** (Hereinafter referred to as "RDC&H" which expressions shall include its successors, administrators and assigns) a leading educational society, having its office at, Kavalkinaru Junction, Tirunelveli District, Tamilnadu

AND

**Biogenix Research Center**, incorporated under laws of India and having its registered office at KRRR 31, Keshavadeva Road, Poojappura, Thiruvananthapuram., India, represented by its authorized signatory of the 2nd part which expressions shall include its successors, administrators and assigns. **Rajas Dental College and Hospital (RDC&H)** and **Biogenix Research Centre**, are collectively referred to as "PARTIES" and individually as "PARTY"

**Biogenix Research Center** is a contract research organisation in Life Science with wide range of services in Molecular Biology, Biotechnology, Microbiology and Bioinformatics with state of art facility for cell and molecular biology research with advanced instruments such as Real time PCR, Flow Cytometry, Fluorimetry, cell culture facility and analytical facility including HPLC etc.

FOR RAJAS DENTAL COLLEGE & HOSPITAL

  
Director  
Biogenix Research Centre  
Thiruvananthapuram-6

  
CHAIRMAN

**Whereas Rajas Dental College & Hospital (RDC&H)** is a pioneer education and research institute imparting quality education in the field of Dentistry with proven track record in the field of education.

**Whereas RDC&H** wishes to establish a vibrant Research – Interaction Cell with an objective to nurture professionals fully prepared to meet research requirements by the time they complete their degrees and in principle willing to establish an understanding, where Parties shall work together in a number of ways with the objective of nurturing professionals to meet greater technology challenges

## **1 Terms and Termination**

This MOU shall be valid for a period of **3 years** from the effective date. Thereafter the parties may mutually agree to extend this MOU in Writing.

Either Party may terminate this MOU upon thirty (30) days prior written notice to the other party.

## **2. General Terms**

It is agreed between the parties that this is an agreement between principal to principal and both parties shall not represent to third parties that they are the agent of the other. Nothing in this MOU shall be construed to grant either party the right to make commitments of any kind for or on behalf of the other party without prior written consent of the other party.

This MOU contains no representations or warranties and the Parties specifically disclaim any all warranties, express or implied, with regard to this MOU and the subject matter hereof.

## **3. Confidentially and IPR**

All commercial, process product and design information specific to **Rajas Dental College (RDC&H) and Biogenix Research Centre**, shall be kept confidential. Publications of any results in public domain shall only be after mutual written consent. Intellectual property rights arising from joint collaborative work shall be shared mutually based on prior agreement for specific projects.

## **4. Jurisdiction and Applicability**

This MOU shall be governed and construed in accordance with the relevant laws and courts in Tirunelveli shall have jurisdiction.

## **5. Dispute Resolution**

Disputes, if any, arising out of this MOU will be mutually discussed and settled without any obligation on either party, failing which, the disputes shall be referred to Arbitrator of two Arbitrators, each to be appointed by the parties and a third Arbitrator shall be appointed by the two Arbitrators appointed by the parties, who shall act as "Presiding Arbitrator". The Arbitration proceedings shall be in accordance with the provisions of the Arbitration and Conciliation Act, 1996 and Rules framed there under from time to time. The Place of Arbitrations shall be at Tirunelveli and all the Arbitration proceedings shall be conducted in English Language and governed by the above said Act and Rules and in Indian Laws.

  
Director  
Biogenix Research Centre  
Thiruvananthapuram

FOR RAJAS DENTAL COLLEGE & HOSPITAL

  
CHAIRMAN



6. **Scope of the MOU** will include but will not be limited to the following:

- a) **Student Internships: Biogenix Research Centre** will accept students each year for internships to train them in Research processes at their organization. RDC&H agrees to depute a responsible faculty to monitor periodically the progress of students and ensure their behaviour meeting with **Biogenix Research Centre** norms and regulations. **Biogenix Research Centre** will give an attendance cum performance review report to be submitted by students to **RDC&H**.
- b) **Research Consultancy: Biogenix Research Centre** will refer a few research projects that may be taken up as student projects at RDC&H.
- c) **Expert Committees:** Experts and experienced professionals from **Biogenix Research Centre** will be invited to be members of various statutory committees of the University after mutual acceptance. Participation of the experts will be on honorary and advisory basis only. Experts from **Biogenix Research Centre** will also be invited to deliver lectures as adjunct faculty of the Rajas Dental College & Hospital (RDC&H) on honorary basis, after mutual consent on case to case basis.
- d) **Faculty development Programs:-**On request from **Biogenix Research Centre**, **RDC&H** will undertake conduct continuing education programmes tailor-made for the requirements for all categories of employees of **Biogenix Research Centre** and **RDC&H** will also give preference to admission of interested employees of **Biogenix Research Centre** for PG and PhD programmes, subject to meeting the admission eligibility criteria of the University. Separate supplementary agreements will be made before organizing any such programmes by RDC.

#### 7. Force Majeure

If as a result of an act of force majeure, including without limitation, an act of nature, war, riot, labour 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 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.

FOR RAJAS DENTAL COLLEGE & HOSPITAL

  
CHAIRMAN

  
Director  
Biogenix Research Centre  
Thiruvananthapuram

In Witness thereof, the parties have caused this MOU to be signed in their respective names.

**Effective Date 7<sup>th</sup> August, 2017.**

In Witness thereof, the parties have caused this MOU to be signed in their respective names as of the date first mentioned above.

Accepted by:

**BIOGENIX RESEARCH**



*[Handwritten Signature]*  
Biogenix Research Centre  
Thiruvananthapuram-9

Name: **Mr. RAJESH RAMACHANDRAN**  
Title: DIRECTOR  
Date: 07/08/17

Accepted by:

**RAJAS DENTAL COLLEGE & HOSPITAL**

**FOR RAJAS DENTAL COLLEGE & HOSPITAL**

*[Handwritten Signature]*  
CHAIRMAN

Name: **Dr. JACOB RAJA**  
Title: CHAIRMAN  
Date: .....

*[Handwritten Signature]*

Name: ANANDASWARUP.S.R.  
Title: Manager - Admin  
Date: 07/08/17.

*[Handwritten Signature]*

Name: V. S. Narayana Swami  
Title: PRO  
Date: 07/08/2017