



महाराष्ट्र MAHARASHTRA

दस्तावेजाचे प्रकार ? अज्ञात

गोपनी होणाऱ्या दस्तावेजाचे प्रकार ? अज्ञात

मिळवणीचे नांव अज्ञात

सोबतला मालकीदार अज्ञात

मुद्रांक विक्रीचा दर अज्ञात

दुसऱ्या पक्षाचा पत्ता अज्ञात

हस्तोपस्थानाचे दिनांक व स्थान अज्ञात

मुद्रांक सुल्लेख अज्ञात

मुद्रांक विलीन होवून अजुलनांक/दिलेले अज्ञात

मुद्रांक विक्री घेण्या-याची सही अज्ञात

2022

55AA 422022

Jyoti Dental College & Hospital
Khed Ratnagiri

अज्ञात रंभरी कोहिल

अज्ञात

28/30/919912ers

अज्ञात

31 OCT 2023

AGREEMENT

This Agreement is made on 01/11/2023 ("Execution Date") by and between:

BAJAJ ELECTRICALS FOUNDATION [BEF], a registered as a trust, having its registered office at B-Wing, 10th Floor, Ashoka Estate, 24 Barakhamba Road, New Delhi – 110001 and principal place of business at 45-47, Veer Nariman Road, Mumbai – 400 001 and principal place of business at 45-47, Veer Nariman Road, Mumbai – 400 001, having PAN AADTB0911C. hereinafter referred to as a "BEF" (which expression shall, unless it be repugnant to the context or meaning thereof, mean and include the BEF, its successors and assigns), of the One Part.



(Signature)



(Signature)

AND

YOGITA DENTAL COLLEGE, KHED a private Dental college having its registered office at KHED, Maharashtra, having PAN-AAUTS872P here in after referred to as "**IMPLEMENTATION PARTNER**" (which expression shall, unless it be repugnant to the context or meaning thereof, mean and include its successors and permitted assigns) of the **Other Part**.

The expression of the terms 'BEF' and 'Implementation Partner' shall hereinafter individually and collectively be referred to as "Party" and "Parties", respectively.

WHEREAS

- Bajaj Electricals Foundation is a trust that initiates works towards fulfilling the corporate social responsibility activities of Bajaj Electricals Limited (BEL).
- Implementation partner Yogita Dental College and Hospital.
- They appoint interns to work in the hospital to get extensive experience. They ensure smooth and uninterrupted availability of general dentist and all types of dental specialists for all the patients.
- Comprehensive dental health care to the population at their doorsteps through the mobile dental clinic and satellite centers.
- Implementation partner has further represented that it has the requisite resources, infrastructure and means to ensure the successful completion of the Project.
- There is no financial support for this project that has been allocated from the Bajaj Electricals Foundation (BEF) to Yogita Dental College and Hospital.

NOW THEREFORE, in consideration of the foregoing and the mutual covenants contained herein, constituting good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Bajaj Electricals Foundation [BEF] And Yogita Dental College and Hospital Agree As Follows.





PRINCIPAL TERMS

1. TERM

The term of this Agreement shall commence from 01/11/2023 ("Effective Date") and shall continue in force and effect for a period of 12 months there from, unless otherwise earlier terminated in accordance with the terms hereof ("Term").

2. GRANT AND PAYMENT TERMS

- 2.1. There is no financial support given to Yogita Dental College and Hospital.
- 2.2. BEF shall be responsible for providing essential infrastructure to setup TCC center like Computer, Printer, LED screen, Writing table, Office chairs- 2, Executive Chairs – 2, Cupboard - 1, Notice board, Steel Trolley, bench, Microphone with Speakers, Urine Cotinine test kit, printer table, examination stool, projector.
- 2.3. Each Party shall be responsible for its respective expenses.
- 2.4. The Project relates to undertaking a set-up of "Institutionalizing Tobacco Cessation Centers in Healthcare system" to create awareness and help the people quit tobacco use.

3. OBJECTIVES OF THE PROJECT:

- To set up model Tobacco Cessation and Control centers at Yogita Dental College and Hospital premises.
- The permission letter will be taken by Yogita Dental College and Hospital to implement the project at their premises.
- To help the people quit tobacco use through Tobacco Cessation Centers.
- To bring about greater awareness about the harmful effects of tobacco use and about the Tobacco Control laws.
- To Facilitate effective implementation of the Tobacco Control Laws.

4. SCOPE OF WORK:

1. Yogita Dental College to provide a letter of confirmation for setting up the TCC centre at their premises.
2. This work order will cease after twelve months on completion of the project as specified and the center will be handed over to the Yogita Dental College for including the acceptance of final performance reporting.



3. The parties to this project do not intend any of the provisions to be legally enforceable. However, that does not lessen the parties' commitment to the plan and its full implementation.
4. Yogita Dental College and Hospital to share a letter of acknowledgment after a period of twelve months of the agreement, confirming that the said organization will be taking up the responsibility of running the centre.
5. Both parties will meet the requirements by ensuring that the roles of both parties will be acknowledged and recognized appropriately while publishing content of any events, announcements, promotional material, or publicity relating to activities. The hospital will inform and take the requisite approval from the BEF before printing any data regarding the TCC.
6. Installation of board mentioning the project details and the organization involved in the project i.e. BEF and the Dental hospital logo will be placed. BEF logo will be on the right side and the implementation partner logo on the left. All the equipment/items/furniture given to the Centre for setting up the TCCs will have a sticker stating "Donated by Bajaj Electricals Foundation".
7. At any point of time if the deliverables mentioned in the role of organization is not being implemented as mentioned in the agreement, Bajaj Electricals Foundation will have all the rights to put a hold on the project and close the project within the stipulated time period and mutually agreed deliverables.
8. Unless otherwise terminated earlier pursuant to the provision of this agreement, this agreement shall remain in force and effect till the completion of the project.
9. If deliverables of Yogita Dental College and Hospital are not found satisfactory then Bajaj Electricals Foundation shall have a right to terminate this agreement forthwith for the activities completed as per the commitments in the work order up to the effective date of termination and no further.

5. ROLES AND RESPONSIBILITIES

Role of Yogita Dental College and Hospital.

- Appoint Human resource
- Training of all execution team
- Allocate fixed place to setup TCC center at central OPD section.
- Operate center on daily basis.
- Develop referral chain amongst various departments.
- Display TCC posters in all OPD clearly mentioning location and timing.
- Schedule Individual or group counselling.
- Data capture & maintenance.
- Report writing.
- Patient Follow up.



- Interview of successful tobacco quitter to be taken and recorded at the end of the treatment.
- Maintaining all equipment including the consumables set up as a part of the infrastructure support set up at the identified centre.
- Maintaining a separate asset book of the items given to setup the centre.
- Monthly/quarterly report submission.

Role of Bajaj Electricals Foundation

- End to end Coordination with NTCP cell, TMH and other stakeholders.
- Training of dental students, dental practitioners, health and social workers, NGOs etc.
- Development and designing of IEC materials.
- Provide Basic infrastructure to support the TCC
- Develop reporting mechanism
- Develop app for patient data maintenance
- Ensure SOP
- Monitoring & evaluation
- Reporting

6. Monitoring Mechanism

Bajaj Electricals Foundation will evaluate the progress of the project periodically. This may be done on its own or by an external agency at Bajaj Electricals Foundation's cost.

7. Impact assessment

- The long-term impact that the project aims to create for the beneficiaries
- Training through collective input of multi-disciplinary team and the mutual sharing of experiences of other health care workers.
- Pre-post-test of knowledge and self-efficacy in Tobacco addiction management.
- Enhancement of confidence in diagnosing, assessing and management about tobacco cessation
- Familiarization with "best practice" guidelines in the field
- Join a supportive network of peers.

8. STANDARD TERMS

- 8.1. The Principal Terms and Standard Terms (attached herewith as Annexure-A) together constitute a



fully binding agreement between the Parties ("Agreement").

- 8.2. In the event of any conflict between the Principal Terms and the Standard Terms, the Principal Terms shall prevail to the extent of conflict only.
- 8.3. Execution of this Agreement shall imply the acceptance of the Standard Terms as well as the Principal Terms and the same shall bind both Parties.

IN WITNESS WHEREOF, THE PARTIES HERE TO HAVE CAUSED THIS AGREEMENT TO BE EXECUTED THE DAY AND YEAR FIRST HEREIN ABOVE WRITTEN.

Accepted and Agreed to: BAJAJ ELECTRICALS FOUNDATION	Accepted and Agreed to: YOGITA DENTAL COLLEGE AND HOSPITAL
 -----	 -----
Authorized Signatory Name: Madhura Talegaonkar Designation: CEO	Authorized Signatory Name: Dr. Hemangi Pol Designation: CEO



SERVICES AGREEMENT
Schedule A - Standard Terms

(Terms not defined under these Standard Terms shall have the meaning ascribed to them under the Principal Terms)

1. REPRESENTATIONS & WARRANTIES

Each Party represents and warrants that:

- 1.1. It is duly organized and validly existing under applicable laws, and has full right and authority to enter into and perform its obligations and undertakings under this Agreement; and
- 1.2. The execution and performance of this Agreement, does not and shall not, violate: (i) any applicable law; or (ii) any order, judgment or decree applicable to it; or (iii) any term, condition, covenant, undertaking, agreement or other instrument to which it is a party or by which it is bound.

2. COVENANTS AND UNDERTAKINGS

Service Provider covenants and undertakes that:

- 2.1. It shall ensure full and proper compliance with all applicable laws, statutes, acts, rules, regulations, guidelines, policies, etc. while providing the Services;
- 2.2. It has secured all requisite statutory and government permissions, licenses, registrations, approvals, consents, etc. as applicable for the provision of Services;
- 2.3. It shall ensure that: (i) it does not employ child labour or workers younger than permitted as per applicable laws; (ii) all applicable laws relating to working conditions, hours, wages, etc. are observed; and (iii) it does not engage in any labour practice that violates the laws of the country of manufacture;
- 2.4. It shall provide the Services as per the industry best standards;
- 2.5. It shall provide the Services to meet the specific requirements of BEF and in accordance with the instructions of BEF from time-to-time;
- 2.6. It shall ensure that the Services shall be: (i) of best quality; and (ii) provided within the timelines/due dates stipulated by BEF. This is of essence to this Agreement;
- 2.7. The Services do not infringe any third-party rights including intellectual property rights;
- 2.8. All Services shall be in conformity with the requirements of BEF and as finally approved by BEF;
- 2.9. It shall duly and at no extra cost carry out such changes to the Services as advised by BEF from time-to-time;
It shall be solely liable for disbursing all of its liabilities to any third-parties in relation to the Services;
- 2.10. BEF shall have the right to evaluate the performance of Service Provider from time-to-time. BEF may also share the

observations of such evaluation with Service Provider and Service Provider agrees and undertakes to follow all instructions of BEF from time-to-time including making such changes as advised by BEF. While all Services shall be subject to BEF's approvals and inputs from time-to-time, nothing contained herein shall absolve Service Provider of any liability, claims, actions, etc. arising in relation thereto;

- 2.11. In the event, any part of the materials provided as a part of the Services is found to be defective and/or damaged, the Service Provider shall forthwith replace such defective and/or damaged materials without any cost to BEF for such replacement. This shall be without prejudice to any rights or remedies whether available to BEF under this Agreement and/or under law and/or in equity;
- 2.12. BEF is relying on the expertise of the Service Provider and therefore the Service Provider shall not sub-contract any of its obligations under this Agreement to any third-party, without the prior written approval of BEF (which BEF shall be under no obligation to grant);
- 2.13. It shall be solely liable for any untoward incidents that occur during its rendition of Services including any claims relating to a loss of limb or life of its sub-contractors, employees, agents, representatives, personnel, etc. who are involved in the provision of Services.

3. FORCE MAJEURE

- 3.1. "Force Majeure Event" means any circumstance not within a Party's reasonable control including, and not limited to: (i) acts of God, flood, drought, earthquake or other natural disaster; (ii) epidemic or pandemic; (iii) terrorist attack, civil war, civil commotion or riots, war, threat of or preparation for war, armed conflict, imposition of sanctions, embargo, or breaking off of diplomatic relations; (iv) nuclear, chemical or biological contamination or sonic boom; (v) any law or any action taken by a government or public authority; (vi) collapse of buildings, fire, explosion or accident; (vii) any labor or trade dispute, strikes, industrial action or lockouts; and (viii) any analogous event.
- 3.2. If a Party is prevented, hindered or delayed in or from performing any of its obligations under this Agreement by a Force Majeure Event ("Affected Party"), the Affected Party shall not be in breach of this Agreement or otherwise liable for any such failure or delay in the performance of such obligations.

- 3.3. The Affected Party shall:

- (i) as soon as reasonably practicable after the start of the Force Majeure Event (but no later than 7 (seven) days from its start), notify the other Party in writing of the Force Majeure Event, the date on which it started, its likely or potential duration, and the effect of the Force Majeure Event on its ability to perform any of its obligations under this Agreement; and

BEF



Service Provider



SERVICES AGREEMENT
Schedule A - Standard Terms

(Terms not defined under these Standard Terms shall have the meaning ascribed to them under the Principal Terms)

(ii) Use all reasonable endeavors to mitigate the effect of the Force Majeure Event on the performance of its obligations.

3.4. Unless otherwise agreed between the Parties, if the Force Majeure Event prevails for a continuous period of more than 30 (thirty) days, the non-affected Party reserves the right to terminate this Agreement by giving a 15 (fifteen) days' written notice to the Affected Party. Upon expiry of this notice period, this Agreement shall stand terminated. Any such termination shall be without prejudice to the rights of the Parties in respect of any breach of this Agreement occurring prior to such termination. Parties agree that in the event of termination due to a Force Majeure Event (provided there is no breach by Service Provider), the Service Provider shall, as determined by BEL, be paid on a pro-rata basis for the Services and deliverables as approved by BEL till the date of such termination.

4. TERMINATION

4.1. BEF reserves the right to terminate this Agreement by a written notice, in the event of a breach of any of the terms of this Agreement by Service Provider which has not been rectified by Service Provider within 15 (fifteen) days of a notice for cure. This Agreement shall stand terminated at the expiry of the notice period in the event Service Provider fails to cure the said breach to the satisfaction of BEF.

4.2. BEF reserves the right to terminate this Agreement by a written notice of 15 (fifteen) days, in the event the Services provided by Service Provider are not satisfactory and/or not as per the standards acceptable to BEF and/or do not meet the expectations of BEF. This Agreement shall stand terminated at the expiry of such notice period.

4.3. BEF reserves the right to forthwith terminate this Agreement: (i) in the event of breach / anticipated breach of any applicable laws, statutes, acts, rules, regulations, guidelines, policies, etc. by the Service Provider (including its workers, employees, agents, representatives, vendors, sub-contractors, service providers, non-government organisations, personnel, etc.); and/or (ii) in the event any act or omission of the Service Provider causes / is likely to cause any liability(ies) / claim(s) / action(s) against BEF / BEL / its affiliates / subsidiaries / associates / group entities

4.4. Upon expiry or termination of this Agreement, Service Provider shall at its own cost and expense, return to BEF, all Confidential Information (as defined below) and all BEF materials that are in its possession, in the manner stipulated by BEF. All products of Services, if any created by Service Provider till the date of termination shall automatically vest with BEF in terms of this Agreement.

4.5. Upon termination as a result of breach of Service Provider, Service Provider agrees that no further amounts would be

payable by BEF, and BEF additionally reserves the right to seek a refund of the entire Service Fee paid. This shall be without prejudice to any rights or remedies whether available to BEF under this Agreement and/or under law and/or in equity.

4.6. Nothing contained herein shall absolve Service Provider of any liabilities arising at any time (including after the expiry of the Term), as a result of its acts or omissions.

5. CONFIDENTIALITY

5.1. During the Term and at all times thereafter, Service Provider shall keep confidential and not reveal, disclose or make public, directly or indirectly any 'Confidential Information' (as defined below).

5.2. "Confidential Information" shall include without limitation - any and all information pertaining to BEF / BEL / its affiliates / subsidiaries / associates / group entities; elements, ideas, concepts, creative's, designs, patterns, sketches; commercial, technical, business or financial information; strategies; operations, business plans, promotional plans; trade secrets, copyrights, trademarks, patents, intellectual property and other proprietary information; content, images, drawings, photographs, presentations, analysis, compilations, research, reports, reviews, methods, projects, other partners, activities including all CSR activities; the terms and conditions of this Agreement; and any other privileged information, regardless of the form, format, mode or media.

6. GENERAL PROVISIONS

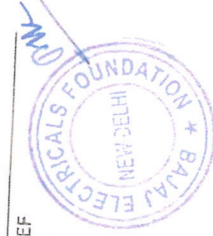
6.1. This Agreement shall be governed by laws of India and only Courts of Delhi shall have exclusive jurisdiction over any dispute between the Parties.

6.2. The relationship between BEF and Service Provider is on a principal-to-principal basis. Service Provider is acting for its own account at its sole costs and expense and is in no way BEF's legal representative, partner, agent, joint venture, etc. Service Provider shall not enter into any arrangements on behalf of BEF or bind BEF with any obligations of any nature whatsoever.

6.3. If any provision(s) of this Agreement becomes illegal/unenforceable then the same shall be considered severable to the extent of such illegality/unenforceability without affecting the validity of the remaining provisions of this Agreement. The Parties agree to attempt to substitute any invalid or unenforceable provision, with a valid or enforceable provision which achieves to the greatest extent possible the same effect as would have been achieved by the said provision.

6.4. Any delay or failure of BEF to enforce or to exercise any term of or any right under this Agreement shall not be

BEF



Page 2 of 4



SERVICES AGREEMENT
Schedule A - Standard Terms

(Terms not defined under these Standard Terms shall have the meaning ascribed to them under the Principal Terms)

constructed as a waiver and BEF may enforce or exercise it at a later date.

- 6.5. Service Provider shall fully indemnify and hold harmless BEF/BEL / its affiliates / subsidiaries / associates / group entities, their respective directors, officers and employees from any and all losses, demands, claims (including third-party claims), expenses, liabilities and costs (including attorney fees), arising, directly or indirectly, on account of: (i) any wrongful actions, fraud, negligence or otherwise inactions of Service Provider (including its employees, agents, representatives, sub-contractors, etc.); and/or (ii) a breach or alleged breach by Service Provider of Service Provider's representations, warranties, covenants, undertakings and obligations whether under this Agreement and/or under law.
- 6.6. All notices under this Agreement shall be in writing and shall be sent by: (i) registered mail; or (ii) personal delivery to the respective Parties at the addresses set forth above; or (iii) e-mail. Any notice given in accordance with point (i) above, shall be deemed to have been received 3 (three) working days after having been mailed and any notice sent through e-mail shall be deemed to have been received by the Service Provider when the e-mail is marked delivered on the sender's device from which the sender has sent the email.
- 6.7. Any action by BEF under/in terms of this Agreement shall be without prejudice to any rights or remedies whether available to BEF under this Agreement and/or under law and/or in equity.
- 6.8. Service Provider hereby acknowledges that breach or threatened breach of the provisions of this Agreement by Service Provider shall cause irreparable harm, significant injury and substantial damages to BEF that may be difficult to ascertain. Accordingly, Service Provider agrees that in addition to other remedies that may be available to BEF either under this Agreement and/or under law and/or in equity, BEF shall have the right to seek and obtain injunctive relief to enforce an obligation of Service Provider.
- 6.9. Service Provider confirms that any breach or threatened breach of the provisions of this Agreement by BEF shall be monetarily compensable and as such the Service Provider shall not have any right: (i) to seek and obtain injunctive relief and/or equitable relief against BEF; and/or (ii) to seek lost profits or damages (including consequential damages) against BEF.
- 6.10. Any amendment to this Agreement shall only be valid and binding upon the Parties if concluded in writing by the Parties.
- 6.11. Service Provider shall execute and deliver such instruments and take such other action as may be requested by BEF to perfect or protect BEF's rights and/or as may be generally required by BEF in terms of this Agreement.
- 6.12. Service Provider shall not assign, transfer, charge or deal in any manner with this Agreement or any of its rights herein, without the prior written approval of BEF. BEF may assign this Agreement or any rights or obligations herein in its sole discretion.
- 6.13. BEF and/or its employees, agents, representatives, etc. reserve the right, from time-to-time and at any time during regular business hours, to inspect the Service Provider's facilities, offices, records, books, etc. including access for purposes of review of any material relating to the activities governed by this Agreement. The Service Provider shall maintain all such records for a period of 2 (two) years post expiry/termination of this Agreement.
- 6.14. During the Term of this Agreement (including any renewals, if any), and at all times thereafter, Service Provider shall not call on, solicit, take away, or attempt to call on, solicit, or take away any client/business partners/employees of BEF with whom Service Provider became acquainted.
- 6.15. BEF may, at its sole discretion, engage any other service provider/vendor to provide services and deliverables similar or identical to the Services and Works herein.
- 6.16. Notwithstanding anything contrary in this Standard Terms the Service Provider acknowledges that sole liability of BEF under this Agreement shall not exceed the Service Fee actually paid as per the Principal Terms.
- 6.17. The stamp duty on this Agreement shall be payable by the Service Provider.
- 6.18. Clauses 1, 2, 3.2, 3.3, 3.4, 4, 5, 6.5, 6.13, 6.14 of the Standard Terms; and representations and warranties wherever appearing in the Agreement; shall survive the expiry or termination of this Agreement. Further, those provisions of this Agreement that are explicitly, or by their nature, are intended to survive expiry or termination of this Agreement, shall survive expiry or termination of this Agreement.
- 6.19. The Parties agree and acknowledge, that all proprietary rights, title, interest and control in the brand names of/associated with BEF / BEL / its affiliates / subsidiaries / associates / group entities (including tentative and working titles), logos, trademarks and service marks (collectively, the "Marks"), including any goodwill or other value generated in connection with the use of the Marks are and shall at all times be solely vest in BEF / BEL / its affiliates / subsidiaries / associates / group entities (as the case may be). At no time shall the Service Provider claim or attempt to obtain ownership of the Marks, or register the said Marks or confusingly similar marks, in any territory in the world. The Service Provider shall not use any of the Marks except for the purpose of this Agreement including as part of any

BEF



Page 3 of 4

Service Provider



SERVICES AGREEMENT
Schedule A - Standard Terms

(Terms not defined under these Standard Terms shall have the meaning ascribed to them under the Principal Terms)

materials, presentations, reports, etc., and any usage by the Service Provider pursuant to this Agreement shall be subject to the prior written approval of BEF (emails permitted).

6.20. This Agreement i.e. the 'Principal Terms' and 'Standard Terms' together constitute a binding agreement between the Parties with respect to the subject matter hereof and supersedes any prior agreement and communication whether written or verbal. The recitals, annexure, schedules and exhibits to this Agreement form an integral part of the Agreement.

6.21. This Agreement has been fully reviewed and negotiated by the Parties hereto. Accordingly, in interpreting this Agreement, no emphasis shall be placed upon which Party hereto or its legal advisor drafted the provisions being interpreted. The rule of contractual construction known as the '*Contra Proferentem*' rule shall not apply to this Agreement.

6.22. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original and all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF THE PARTIES HERETO HAVE CAUSED THIS AGREEMENT TO BE EXECUTED THE DAY AND YEAR FIRST HEREIN ABOVE WRITTEN.

<p>ACCEPTED AND AGREED TO: BAJAJ ELECTRICALS FOUNDATION</p>  	<p>ACCEPTED AND AGREED TO: YOGITA DENTAL COLLEGE AND HOSPITAL</p>  
<p>AUTHORIZED SIGNATORY NAME: MS. MADHURA TALEGAONKAR DESIGNATION: CEO</p>	<p>AUTHORIZED SIGNATORY NAME: DR. VARSHA JADHAV DESIGNATION: DEAN/PRINCIPAL</p>

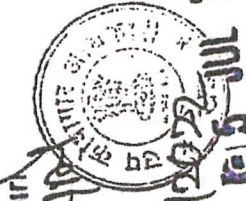
BEF





महाराष्ट्र MAHARASHTRA 2020 YL 460943

दस्तावेज प्रकार/क्याचे प्रकार का ? Yogita Dental College & Hospital
 कोस नोंदणी क्रमांक 2019
 नोंदणी संस्था/संस्था श्री. योगिता दंत कॉलेज व हॉस्पिटल
 स्थितकालीचे वर्ष 2019
 मोबदला नं. 600000
 मुद्रांक किंमत घण्टा 600000
 मुद्रांच्या परतवण्याचे नं. 600000
 हप्तें अशाप्रकार नोंद 600000
 मुद्रांक शुल्क नं. 600000
 मुद्रांक विली नोंदवणी अनुक्रमांक/दिनांक 05/07/2022
 मुद्रांक किंमत घेणा-याची सही [Signature]



2022 श्री. परेश अरुण पाटणे)
रत्न संदेश खेड
मुद्रांक क्र. 9/94-99
पो. ता. खेड, जि. रत्नागिरी

This MEMORANDUM OF UNDERSTANDING is entered on 01/06/2017 till 2025
Between
PRAJ METALLURGICAL LABORATORY ,PUNE,MAHARASHTRA 411038

YOGITA DENTAL COLLEGE & HOSPITAL,KHED,RATNAGIRI,MAHARASHTRA

Yogita Dental College & Hospital,Khed,Ratnagiri,Maharashtra is the premier Institute of India.
The institution aims of promoting research and innovation which promotes better knowledge and learning.

COMPANY/ LABORATORY DETAILS

This MoU's shall commence from the date of its signing and shall continue for a period of Ten years from date of its signing, unless either party notify in writing to the other party of its intension to terminate. Praj Met. Lab and YDCH recognize that they share common goals and are desirous to establish a cooperative agreement for mutual benefit.

The said agreement between _ Praj Met. Lab and YDCH will be in the following areas:

1. **Technical Training Programs (TTPs):** TTPs helps to improve the knowledge & the skills of the individuals. An individual undergoing TTPS can benefit in multiple ways. He/ she will be in a position to improve his/ her productivity. This MoU also envisages series of Technical Training Programs for the employees of YDCH.
2. **Industrial Testing & Use of Laboratories:** It is an important area to collaborate for both Praj Met. Lab and YDCH members and shall utilize the various Laboratories that are available with Praj Met. Lab. The equipment & faculty expertise could be used by the YDCH for varied purpose on chargeable basis as on decided by Praj Met. Lab .
3. **Undertaking Need based Projects:** The problems faced by an institute/ Hospital undertaking are many viz. technical, biomedical, human, system & procedures. In this collaboration, the _ Praj Met. Lab will undertake Consultancy activities which will be need based. The activity will involve Problem Identification, Problem Definition, Data collection, Data Analysis, Problem solving by taking corrective actions. These projects would be undertaken 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 concerning its dealings and methods of dealings. Both parties agree 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 use 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 accuracy or completeness of confidential matter. Upon the termination of this MoU's, either party will promptly return all confidential matters to the other party. The confidentiality obligations stated herein shall survive for two (2) years after termination of this MoU's. The obligations contained in this Clause shall not apply to information in the public domain or is received from a third party without restrictions or is developed independently or is in possession of the receiving party.
5. **Agreements for Research Collaboration:** The research collaboration undertaken by the parties hereunder shall be initiated by the signing of a separate research agreement between the parties, which will describe in detail:
 - a. The nature, scope and schedule of the research collaboration.
 - b. In the form of the research collaboration.
 - c. The estimated cost of the research collaboration together with the amount of funding, if any, to be received from third parties.

- d. 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.) which result from the research collaboration or which belong to a party are used in research collaboration. The publication, IPR, Patents will be property of both and shall carry the names of both.
- e. Fair Publication will be published by both the party author.
- f. Acknowledgement will be given to the institute of other party.
- g. Other provisions as may be mutually agreed upon, including provisions covering the consequences of default or termination by a participant, term, arbitration of disputes and applicable law .

6. This MoU is not legally binding contract and under no circumstances 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 dispute 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 responsible for non-fulfillment of their respective obligation under the agreement due to exigency of one or more of unforeseen 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 continue 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 providing prior written notice of 30 days to the other party for any of the reasons- Cause/ convenience/ Force Majeure;

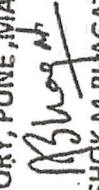



- i) Termination for Convenience: For convenience without assigning any reason
- ii) Termination for Cause: For the breach of obligations/responsibilities/conditions of this agreement by the other party, with an opportunity to cure/rectify such a situation within thirty (30) days to the defaulting party 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 expiration 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 incurred 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 processing 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.

<p>On behalf of PRAJ METALLURGICAL LABORATORY LABORATORY, PUNE, MAHARASHTRA.</p> <p>By:  Name: ASHOK M. BHAGAT Title: PROPRIETOR</p> 	<p>On behalf of YOGITA DENTAL COLLEGE & HOSPITAL, KHED, RATNAGIRI, MAHARASHTRA</p> <p>By:  Name: Dean Dr. Vaisan Jadhav Title: Principal</p> 
---	--



महाराष्ट्र MAHARASHTRA

2020

YL 489583

दस्त नोंदणी करणार का ?
नोंदणी देणार अस्त्याग करणार काय्याचे नांव
निष्कृतीचे वर्णन
मावदला रकम
मुद्रांक दिवस वेणवळी संव
दुस-या पधकारणे वेळी
दस्त अस्त्याग त्तेचे संव व पला
मुद्रांक शुल्क रकम 100/-
मुद्रांक दिवशी नोंदणी अनुक्रमांक/दिनांक
मुद्रांक दिवस वेणवळी सही

Yogita Dental College & Hospital
Khed Ratnagiri
18/07/2018



सप कोषणार अधिकारी
खेड

(श्री. देवरा अरुण वाटणे)
सर्व्वा वेडर खेड
मुद्रांक दिवसा सं. 9/96-99
पो. ता. खेड, जि. रत्नागिरी

18 JUL 2022

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding is entered on 13/07/2018 till 2025

Between

Yogita Dental College and Hospital Khed Ratnagiri, Khed 415709

And

Govindrao Nikam College of Pharmacy, Sawarde, Taluka Chiplun, Dist. Ratnagiri Maharashtra- 415606.

“Yogita Dental College and Hospital Khed Ratnagiri, Khed 415709 (YDCH)” is among the noteworthy academic institutes offering UnderGraduate and Postgraduate Dental programs.

AND WHEREAS, Govindrao Nikam College of Pharmacy, Sawarde, Taluka Chiplun, Dist. Ratnagiri Maharashtra- 415606 is a registered Pharmacy college offering Diploma, Under Graduate and Post Graduate Pharmacy programs and engaged in preparation of medicinal dosage forms and cosmetics.

“Yogita Dental College and Hospital Khed Ratnagiri, Khed 415709” AND Govindrao Nikam College of Pharmacy, Sawarde, Taluka Chiplun, Dist. Ratnagiri Maharashtra- 415606 are desirous of associating with each other for exchange of knowledge and for sharing the expertise with each other and will also help each other in conducting Expert Lectures/Seminars/Medicinal and Cosmetic Preparation in addition to “Yogita Dental College and Hospital Khed Ratnagiri, curriculum. During this exchange program YDCH shall be responsible for the student conduct and behaviour of theirs and GNCOP shall be responsible for the conduct and behaviour of their students.





Dean/Principal

Yogita Dental College & Hospital, Khed





Principal

Govindrao Nikam College of Pharmacy
Sawarde, Tal- Chiplun, Ratnagiri



महाराष्ट्र MAHARASHTRA

2020

YL 489585

दस्त नोंदणी करणार को का ?

नोंदणी होणार असावळ

निवळकतीचे वगणे

मोंबदला रककम

मुद्रांक िलत घेणाऱ्याचे नाव

दुसऱ्या पक्षकरीचे गति

हस्त अस्त्यास स्थिते भंड व पत्ता

मुद्रांक शुल्क रककम 100

मुद्रांक विली नोंदणी अनुकरावळ/विमोंक

मुद्रांक विकत घेणाऱ्याची मही



Yogita Dental College & Hospital
Khed Ratnagiri

दिनांक ११/०७/२०२२

१-८७

२०/०७/२०२२

१-८७

२०/०७/२०२२

१-८७

२०२२ (१) पेशा अलग पाटणे)
मुद्रांक विक्रिता क्र. १/९८-९९
पो. सा. खेड, जि. रत्नागिरी

उप कोणागार अधिकारी
खेड

YOGITA DENTAL COLLEGE & HOSPITAL, KHED

13

MEMORANDUM OF UNDERSTANDING

This memorandum of understanding (hereinafter referred to as "Agreement") is entered into on 21st January 2021, by and between Shivtej Arogya Seva Sanstha's Yogita Dental College & Hospital, Khed with an address of Narangi Riverside, At & Post Taluka-Khed, Dist- Ratnagiri, 415709 and LifeCare Hospital, Chiplun with an address of Guhagar Bypass Road Mirzoli, Uktad, Chiplun, 415605. Yogita Dental college & Hospital and Lifecare Hospital, Chiplun agree to explore the possibility of developing the highest quality programs and treatment to advance the needs of Yogita Dental College & Hospital, Khed and Lifecare Hospital, Chiplun.

Introduction:

YOGITA DENTAL COLLEGE & HOSPITAL, KHED (hereafter referred to as "**YDCH, KHED**") has been established by Shivtej Aarogya Seva Sanstha, Khed, under the presidency of Hon. Mr. Ramdasji Kadam. The college was established in the academic year 2008 with an intake capacity of 100 students, is recognized by Dental Council of India, New Delhi and is affiliated to Maharashtra University of Health Sciences, Nashik. The Post graduate courses were initiated in the academic year 2015.

The vision is to be the prime dental health care and education provider in the rural province of Konkan belt by producing skilled and competent dentists trained to meet the regional and oral health care needs. And

LIFECARE HOSPITAL, CHIPLUN, Ratnagiri of the other part is situated at Guhagar Bypass Road Mirzoli, Uktad, Chiplun. It was inaugurated on 28th April, 2013, and is among the finest Hospitals in the city, Lifecare Hospital in Chiplun, Ratnagiri is a multispecialty Hospital known for offering excellent patient care. The clinic is located centrally in Chiplun, a prominent locality in the city. It is well-equipped hospital with all the modern equipment and excellent infrastructure and facilities that match the best in the city. Being a specialized Hospitals, the doctor offers a number of medical services.

YOGITA DENTAL COLLEGE & HOSPITAL, KHED AND LIFECARE HOSPITAL, CHIPLUN shall be individually referred to as "party" and collectively as "parties".

WHEREAS:

- A. **YOGITA DENTAL COLLEGE & HOSPITAL, KHED** and **LIFECARE HOSPITAL, CHIPLUN** are desirous to collaborate in their academic and surgical activities.
- B. This MOU sets forth the general understanding reached between **YDCH, KHED** and **LIFECARE HOSPITAL, CHIPLUN** and in their recent discussion concerning the academic and surgical activities collaboration.
- C. It is the Parties' intention that the academic and surgical activities collaboration agreement shall have the basic terms set out below, subject to further negotiations with a view to having a definitive written academic and oral and maxillofacial surgical activities collaboration agreement to be entered into between **YDCH KHED** and **LIFECARE HOSPITAL, CHIPLUN**.

NOW THIS MEMORANDUM OF AGREEMENT RECORDS AS FOLLOWS:

1. TERM:

Subject to execution by **YDCH, KHED** and **LIFECARE HOSPITAL, CHIPLUN** of a formal definitive academic and Oral and Maxillofacial Surgical activities collaboration agreement for the proposed collaboration which shall contain the relevant terms hereinafter set out and such other terms and conditions to be agreed between the Parties' understanding the **LIFECARE HOSPITAL, KHED** shall collaborate with **YDCH, KHED** in the areas as set out in Clause 2 for a period of 3 Years (hereinafter referred to as MOU Period) from the date of signing this MOU.

This MOU shall continue in force until the expiry of the MOU Period stated in the Clause 1. Above or the execution of formal definitive academic and surgical collaboration agreement between the Parties', whichever is the earlier.

After the expiration of the MOU Period, this MOU may be extended or renewed for a further period to be agreed upon by both Parties'.

2. PURPOSE and SCOPE of MOU

The purpose of this MOU is to ensure a mutual understanding of key responsibilities of each Party to Oral and Maxillofacial Surgical activities of the following areas:

-Party 1 (YDCH, KHED)


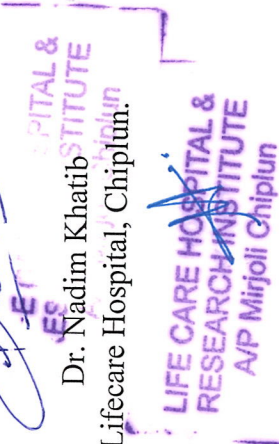
- ✓ Surgery required shall be transferred
- ✓ provide Manpower for the surgery
- ✓ shall take care post-operative follow ups

-Party 2(LIFECARE HOSPITAL, CHIPLUN)


- ✓ Provide Operation theatre, medications and equipment required
- ✓ Decide the cost and billing of the procedure

Both the Parties' shall be equally liable for any mishaps or misfortune caused.

The primary contacts for this MOU are Dr. Varsha Jadhav, Dean, SHIVTEJ AROGYA SEVA SANSTHA'S YOGITA DENTAL COLLEGE & HOSPITAL, KHED and Dr. Nadim Khatib, LIFECARE HOSPITAL, CHIPLUN.


Dr. Nadim Khatib
Lifecare Hospital, Chiplun.





Dr. Varsha Jadhav
Shivtej Arogya Seva Sanstha's
Yogita Dental College & Hospital,
Khed.



महाराष्ट्र MAHARASHTRA

© 2020

दस्ताचा प्रकार/चेंद्रे क्रमांक
दस्त चोखणी क्रमांक का ?
गोपनी निगर क्रमांक/अधिकारीचे नांव
निव्वळतीचे क्रमांक
सोदरणा संख्या
समाप्ति दिनांक
दुसऱ्या पक्षाचे नांव
हस्त शिक्का/सहस्रके/पत्ता
मुद्रांक मुद्रा संख्या
मुद्रांक दिवशी वापरली असलेल्या दिनांक
मुद्रांक विकत घेणाऱ्याची मही

YL 158251

उप कोषागार अधिकारी
खेड



Yogita Dental College & Hospital
Khed Ratnagiri

दिनांक २०/०४/२०२२ (११/०४/२०२२)

(श्री. प्रवेश अरुण पाटणे)
रिजर्व बँकेर खेड
मुद्रांक विक्री क्र. १/९८-९९

१७ APR 2022

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding is executed on 07/04/2022

Between

Yogita Dental College and Hospital Khed Ratnagiri, Khed 415709

And

Dapoli Homeopathic Medical College and General Hospital, Aпти,
Talsure Dist. Ratnagiri Maharashtra 415719.

“Yogita Dental College and Hospital Khed Ratnagiri, Khed 415709 (YDCH)” is among the noteworthy academic institutes offering UnderGraduate and Postgraduate Dental programs.

AND WHEREAS, Dapoli Homeopathic Medical College and General Hospital (DHMC) Aпти, Talsure Dist. Ratnagiri Maharashtra is a registered Homeopathic college in Dapoli, engaged in various preparation of various Homeopathic medicine.

“Yogita Dental College and Hospital Khed Ratnagiri, Khed 415709 ”AND Dapoli Homeopathic Medical College and General Hospital Aпти, Talsure Dist. Ratnagiri Maharashtra 415719 are desirous of associating with each other for exchange of knowledge and for sharing the expertise with each other and will also help each other in conducting Expert Lectures/Seminars/Homeopathic Medicine Preparation in addition to “Yogita Dental College and Hospital Khed Ratnagiri, curriculum. During this exchange program YDCH shall be responsible for the student conduct and behaviour of theirs and DHMC shall be responsible for the conduct and behaviour of their students.



Dean/Principal
Yogita Dental College & Hospital



15/07/2022
Dean/Principal

Dapoli Homeopathic Medical college & General Hospital

Dr. Mrs. Chetana S. Goriwale
Principal
Dapoli Homeopathic Medical College
Tal. Dapoli, Dist. Ratnagiri.



महाराष्ट्र MAHARASHTRA

दस्त मोहरणी
 गांधी हेमा
 मिळकतीचे
 मोबदला
 मुद्रांक विक्री
 दुसऱ्या पक्षासाठी
 हस्त अस्त्याग
 मुद्रांक युक्त
 मुद्रांक विक्री नोंदणी अंशभाक/विकसक
 मुद्रांक विक्री घणा-यन्त्री सहा

2022

55AA 422022

Jyoti Dental College & Hospital
 Khed Ratnagiri

अ.दि. २३/१०/२०२३
 २४/१०/२०२३
 २४/१०/२०२३
 २४/१०/२०२३

AGREEMENT

This Agreement is made on 01/11/2023 ("Execution Date") by and between:

BAJAJ ELECTRICALS FOUNDATION [BEF], a registered as a trust, having its registered office at B-Wing, 10th Floor, Ashoka Estate, 24 Barakhamba Road, New Delhi – 110001 and principal place of business at 45-47, Veer Nariman Road, Mumbai – 400 001 and principal place of business at 45-47, Veer Nariman Road, Mumbai – 400 001, having PAN AADTB0911C. hereinafter referred to as a "BEF" (which expression shall, unless it be repugnant to the context or meaning thereof, mean and include the BEF, its officers and assigns), of the One Part.



[Handwritten signature]

[Handwritten signature]

AND

YOGITA DENTAL COLLEGE, KHED a private Dental college having its registered office at KHED, Maharashtra, having PAN-AAUTS8772P here in after referred to as "**IMPLEMENTATION PARTNER**" (which expression shall, unless it be repugnant to the context or meaning thereof, mean and include its successors and permitted assigns) of the **Other Part**.

The expression of the terms 'BEF' and 'Implementation Partner' shall hereinafter individually and collectively be referred to as "Party" and "Parties", respectively.

WHEREAS

- Bajaj Electricals Foundation is a trust that initiates works towards fulfilling the corporate social responsibility activities of Bajaj Electricals Limited (BEL).
- Implementation partner Yogita Dental College and Hospital.
- They appoint interns to work in the hospital to get extensive experience. They ensure smooth and uninterrupted availability of general dentist and all types of dental specialists for all the patients.
- Comprehensive dental health care to the population at their doorsteps through the mobile dental clinic and satellite centers.
- Implementation partner has further represented that it has the requisite resources, infrastructure and means to ensure the successful completion of the Project.
- There is no financial support for this project that has been allocated from the Bajaj Electricals Foundation (BEF) to Yogita Dental College and Hospital.

NOW THEREFORE, in consideration of the foregoing and the mutual covenants contained herein, constituting good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Bajaj Electricals Foundation [BEF] And Yogita Dental College and Hospital Agree As Follows.





PRINCIPAL TERMS

1. TERM

The term of this Agreement shall commence from 01/11/2023 ("Effective Date") and shall continue in force and effect for a period of 12 months there from, unless otherwise earlier terminated in accordance with the terms hereof ("Term").

2. GRANT AND PAYMENT TERMS

- 2.1. There is no financial support given to Yogita Dental College and Hospital.
- 2.2. BEF shall be responsible for providing essential infrastructure to setup TCC center like Computer, Printer, LED screen, Writing table, Office chairs- 2, Executive Chairs -2, Cupboard - 1, Notice board, Steel Trolley, bench, Microphone with Speakers, Urine Cotinine test kit, printer table, examination stool, projector.
- 2.3. Each Party shall be responsible for its respective expenses.
- 2.4. The Project relates to undertaking a set-up of "Institutionalizing Tobacco Cessation Centers in Healthcare system" to create awareness and help the people quit tobacco use.

3. OBJECTIVES OF THE PROJECT:

- To set up model Tobacco Cessation and Control centers at Yogita Dental College and Hospital premises.
- The permission letter will be taken by Yogita Dental College and Hospital to implement the project at their premises.
- To help the people quit tobacco use through Tobacco Cessation Centers.
- To bring about greater awareness about the harmful effects of tobacco use and about the Tobacco Control laws.
- To Facilitate effective implementation of the Tobacco Control Laws.

4. SCOPE OF WORK:

1. Yogita Dental College to provide a letter of confirmation for setting up the TCC centre at their premises.
2. This work order will cease after twelve months on completion of the project as specified and the center will be handed over to the Yogita Dental College for including the acceptance of final performance reporting.



3. The parties to this project do not intend any of the provisions to be legally enforceable. However, that does not lessen the parties' commitment to the plan and its full implementation.
4. Yogita Dental College and Hospital to share a letter of acknowledgment after a period of twelve months of the agreement, confirming that the said organization will be taking up the responsibility of running the centre.
5. Both parties will meet the requirements by ensuring that the roles of both parties will be acknowledged and recognized appropriately while publishing content of any events, announcements, promotional material, or publicity relating to activities. The hospital will inform and take the requisite approval from the BEF before printing any data regarding the TCC.
6. Installation of board mentioning the project details and the organization involved in the project i.e. BEF and the Dental hospital logo will be placed. BEF logo will be on the right side and the implementation partner logo on the left. All the equipment/items/furniture given to the Centre for setting up the TCCs will have a sticker stating "Donated by Bajaj Electricals Foundation".
7. At any point of time if the deliverables mentioned in the role of organization is not being implemented as mentioned in the agreement, Bajaj Electricals Foundation will have all the rights to put a hold on the project and close the project within the stipulated time period and mutually agreed deliverables.
8. Unless otherwise terminated earlier pursuant to the provision of this agreement, this agreement shall remain in force and effect till the completion of the project.
9. If deliverables of Yogita Dental College and Hospital are not found satisfactory then Bajaj Electricals Foundation shall have a right to terminate this agreement forthwith for the activities completed as per the commitments in the work order up to the effective date of termination and no further.

5. ROLES AND RESPONSIBILITIES

Role of Yogita Dental College and Hospital.

- Appoint Human resource
- Training of all execution team
- Allocate fixed place to setup TCC center at central OPD section.
- Operate center on daily basis.
- Develop referral chain amongst various departments.
- Display TCC posters in all OPD clearly mentioning location and timing.
- Schedule Individual or group counselling.
- Data capture & maintenance.
- Report writing.
- Patient Follow up.



- Interview of successful tobacco quitter to be taken and recorded at the end of the treatment.
- Maintaining all equipment including the consumables set up as a part of the infrastructure support set up at the identified centre.
- Maintaining a separate asset book of the items given to setup the centre.
- Monthly/quarterly report submission.

Role of Bajaj Electricals Foundation

- End to end Coordination with NTCP cell, TMH and other stakeholders.
- Training of dental students, dental practitioners, health and social workers, NGOs etc.
- Development and designing of IEC materials.
- Provide Basic infrastructure to support the TCC
- Develop reporting mechanism
- Develop app for patient data maintenance
- Ensure SOP
- Monitoring & evaluation
- Reporting

6. Monitoring Mechanism

Bajaj Electricals Foundation will evaluate the progress of the project periodically. This may be done on its own or by an external agency at Bajaj Electricals Foundation's cost.

7. Impact assessment

The long-term impact that the project aims to create for the beneficiaries

- Training through collective input of multi-disciplinary team and the mutual sharing of experiences of other health care workers.
- Pre-post-test of knowledge and self-efficacy in Tobacco addiction management.
- Enhancement of confidence in diagnosing, assessing and management about tobacco cessation
- Familiarization with "best practice" guidelines in the field
- Join a supportive network of peers.

8. STANDARD TERMS

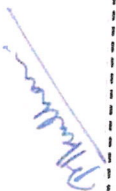

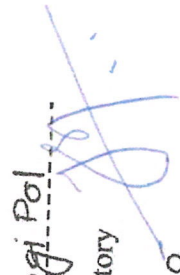
- 8.1. The Principal Terms and Standard Terms (attached herewith as Schedule-A) together constitute a



fully binding agreement between the Parties ("Agreement").

- 8.2. In the event of any conflict between the Principal Terms and the Standard Terms, the Principal Terms shall prevail to the extent of conflict only.
- 8.3. Execution of this Agreement shall imply the acceptance of the Standard Terms as well as the Principal Terms and the same shall bind both Parties.

IN WITNESS WHEREOF, THE PARTIES HERE TO HAVE CAUSED THIS AGREEMENT TO BE EXECUTED THE DAY AND YEAR FIRST HEREIN ABOVE WRITTEN.

<p>Accepted and Agreed to:</p> <p>BAJAJ ELECTRICALS FOUNDATION</p> <p></p> <p>Authorized Signatory Name: Madhura Talegaonkar Designation: CEO</p> <p></p>	<p>Accepted and Agreed to:</p> <p>YOGITA DENTAL COLLEGE AND HOSPITAL</p> <p></p> <p>Authorized Signatory Name: Dr. Hemangi Pol Designation: CEO</p>
--	--



SERVICES AGREEMENT
Schedule A - Standard Terms

(Terms not defined under these Standard Terms shall have the meaning ascribed to them under the Principal Terms)

1. REPRESENTATIONS & WARRANTIES

Each Party represents and warrants that:

- 1.1. It is duly organized and validly existing under applicable laws, and has full right and authority to enter into and perform its obligations and undertakings under this Agreement; and
- 1.2. The execution and performance of this Agreement, does not and shall not, violate: (i) any applicable law; or (ii) any order, judgment or decree applicable to it; or (iii) any term, condition, covenant, undertaking, agreement or other instrument to which it is a party or by which it is bound.

2. COVENANTS AND UNDERTAKINGS

Service Provider covenants and undertakes that:

- 2.1. It shall ensure full and proper compliance with all applicable laws, statutes, acts, rules, regulations, guidelines, policies, etc. while providing the Services;
- 2.2. It has secured all requisite statutory and government permissions, licenses, registrations, approvals, consents, etc. as applicable for the provision of Services;
- 2.3. It shall ensure that: (i) it does not employ child labour or workers younger than permitted as per applicable laws; (ii) all applicable laws relating to working conditions, hours, wages, etc. are observed; and (iii) it does not engage in any labour practice that violates the laws of the country of manufacture;
- 2.4. It shall provide the Services as per the industry best standards;
- 2.5. It shall provide the Services to meet the specific requirements of BEF and in accordance with the instructions of BEF from time-to-time;
- 2.6. It shall ensure that the Services shall be: (i) of best quality; and (ii) provided within the timelines/due dates stipulated by BEF. This is of essence to this Agreement;
- 2.7. The Services do not infringe any third-party rights including intellectual property rights;
- 2.8. All Services shall be in conformity with the requirements of BEF and as finally approved by BEF;
- 2.9. It shall duly and at no extra cost carry out such changes to the Services as advised by BEF from time-to-time;
It shall be solely liable for disbursing all of its liabilities to any third-parties in relation to the Services;
- 2.10. BEF shall have the right to evaluate the performance of Service Provider from time-to-time. BEF may also share the

observations of such evaluation with Service Provider and Service Provider agrees and undertakes to follow all instructions of BEF from time-to-time including making such changes as advised by BEF. While all Services shall be subject to BEF's approvals and inputs from time-to-time, nothing contained herein shall absolve Service Provider of any liability, claims, actions, etc. arising in relation thereto;

- 2.11. In the event, any part of the materials provided as a part of the Services is found to be defective and/or damaged, the Service Provider shall forthwith replace such defective and/or damaged materials without any cost to BEF for such replacement. This shall be without prejudice to any rights or remedies whether available to BEF under this Agreement and/or under law and/or in equity;

- 2.12. BEF is relying on the expertise of the Service Provider and therefore the Service Provider shall not sub-contract any of its obligations under this Agreement to any third-party, without the prior written approval of BEF (which BEF shall be under no obligation to grant);

- 2.13. It shall be solely liable for any untoward incidents that occur during its rendition of Services including any claims relating to a loss of limb or life of its sub-contractors, employees, agents, representatives, personnel, etc. who are involved in the provision of Services.

3. FORCE MAJEURE

- 3.1. "Force Majeure Event" means any circumstance not within a Party's reasonable control including, and not limited to: (i) acts of God, flood, drought, earthquake or other natural disaster; (ii) epidemic or pandemic; (iii) terrorist attack, civil war, civil commotion or riots, war, threat of or preparation for war, armed conflict, imposition of sanctions, embargo, or breaking off of diplomatic relations; (iv) nuclear, chemical or biological contamination or sonic boom; (v) any law or any action taken by a government or public authority; (vi) collapse of buildings, fire, explosion or accident; (vii) any labor or trade dispute, strikes, industrial action or lockouts; and (viii) any analogous event.

- 3.2. If a Party is prevented, hindered or delayed in or from performing any of its obligations under this Agreement by a Force Majeure Event ("Affected Party"), the Affected Party shall not be in breach of this Agreement or otherwise liable for any such failure or delay in the performance of such obligations.

- 3.3. The Affected Party shall:
 - (i) as soon as reasonably practicable after the start of the Force Majeure Event (but no later than 7 (seven) days from its start), notify the other Party in writing of the Force Majeure Event, the date on which it started, its likely or potential duration, and the effect of the Force Majeure Event on its ability to perform any of its obligations under this Agreement; and

BEF



Page 1 of 4

Service Provider



SERVICES AGREEMENT
Schedule A - Standard Terms

(Terms not defined under these Standard Terms shall have the meaning ascribed to them under the Principal Terms)

- (ii) Use all reasonable endeavors to mitigate the effect of the Force Majeure Event on the performance of its obligations.
- 3.4. Unless otherwise agreed between the Parties, if the Force Majeure Event prevails for a continuous period of more than 30 (thirty) days, the non-affected Party reserves the right to terminate this Agreement by giving a 15 (fifteen) days' written notice to the Affected Party. Upon expiry of this notice period, this Agreement shall stand terminated. Any such termination shall be without prejudice to the rights of the Parties in respect of any breach of this Agreement occurring prior to such termination. Parties agree that in the event of termination due to a Force Majeure Event (provided there is no breach by Service Provider), the Service Provider shall, as determined by BEL, be paid on a pro-rata basis for the Services and deliverables as approved by BEL till the date of such termination.

4. TERMINATION

- 4.1. BEF reserves the right to terminate this Agreement by a written notice, in the event of a breach of any of the terms of this Agreement by Service Provider which has not been rectified by Service Provider within 15 (fifteen) days of a notice for cure. This Agreement shall stand terminated at the expiry of the notice period in the event Service Provider fails to cure the said breach to the satisfaction of BEF.
- 4.2. BEF reserves the right to terminate this Agreement by a written notice of 15 (fifteen) days, in the event the Services as per the standards acceptable to BEF and/or do not meet the expectations of BEF. This Agreement shall stand terminated at the expiry of such notice period.

- 4.3. BEF reserves the right to forthwith terminate this Agreement: (i) in the event of breach / anticipated breach of any applicable laws, statutes, acts, rules, regulations, guidelines, policies, etc. by the Service Provider (including its workers, employees, agents, representatives, vendors, sub-contractors, service providers, non-government organisations, personnel, etc.); and/or (ii) in the event any act or omission of the Service Provider causes / is likely to cause any liability(ies) / claim(s) / action(s) against BEF / BEL / its affiliates / subsidiaries / associates / group entities

- 4.4. Upon expiry or termination of this Agreement, Service Provider shall at its own cost and expense, return to BEF, all Confidential Information (as defined below) and all BEF materials that are in its possession, in the manner stipulated by BEF. All products of Services, if any created by Service Provider till the date of termination shall automatically vest with BEF in terms of this Agreement.

- 4.5. Upon termination as a result of breach of Service Provider, Service Provider agrees that no further amounts would be

payable by BEF, and BEF additionally reserves the right to seek a refund of the entire Service Fee paid. This shall be without prejudice to any rights or remedies whether available to BEF under this Agreement and/or under law and/or in equity.

- 4.6. Nothing contained herein shall absolve Service Provider of any liabilities arising at any time (including after the expiry of the Term), as a result of its acts or omissions.

5. CONFIDENTIALITY

- 5.1. During the Term and at all times thereafter, Service Provider shall keep confidential and not reveal, disclose or make public, directly or indirectly any 'Confidential Information' (as defined below).

- 5.2. "Confidential Information" shall include without limitation - any and all information pertaining to BEF / BEL / its affiliates / subsidiaries / associates / group entities; elements, ideas, concepts, creative's, designs, patterns, sketches; commercial, technical, business or financial information; strategies, operations, business plans, promotional plans; trade secrets, copyrights, trademarks, patents, intellectual property and other proprietary information; content, images, drawings, photographs, presentations, analysis, compilations, research, reports, reviews, methods, projects, other partners; activities including all CSR activities; the terms and conditions of this Agreement; and any other privileged information; regardless of the form, format, mode or media.

6. GENERAL PROVISIONS

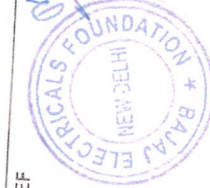
- 6.1. This Agreement shall be governed by laws of India and only Courts of Delhi shall have exclusive jurisdiction over any dispute between the Parties.

- 6.2. The relationship between BEF and Service Provider is on a principal-to-principal basis. Service Provider is acting for its own account at its sole costs and expense and is in no way BEF's legal representative, partner, agent, joint venture, etc. Service Provider shall not enter into any arrangements on behalf of BEF or bind BEF with any obligations of any nature whatsoever.

- 6.3. If any provision(s) of this Agreement becomes illegal/unenforceable then the same shall be considered severable to the extent of such illegality/unenforceability without affecting the validity of the remaining provisions of this Agreement. The Parties agree to attempt to substitute any invalid or unenforceable provision, with a valid or enforceable provision which achieves to the greatest extent possible the same effect as would have been achieved by the said provision.

- 6.4. Any delay or failure of BEF to enforce or to exercise any term of or any right under this Agreement shall not be

BEF



Page 2 of 4



SERVICES AGREEMENT
Schedule A - Standard Terms

(Terms not defined under these Standard Terms shall have the meaning ascribed to them under the Principal Terms)

construed as a waiver and BEF may enforce or exercise it at a later date.

- 6.5. Service Provider shall fully indemnify and hold harmless BEF /BEL / its affiliates / subsidiaries / associates / group entities, their respective directors, officers and employees from any and all losses, demands, claims (including third-party claims), expenses, liabilities and costs (including attorney fees), arising, directly or indirectly, on account of: (i) any wrongful actions, fraud, negligence or otherwise inactions of Service Provider (including its employees, agents, representatives, sub-contractors, etc.); and/or (ii) a breach or alleged breach by Service Provider of Service Provider's representations, warranties, covenants, undertakings and obligations whether under this Agreement and/or under law.
- 6.6. All notices under this Agreement shall be in writing and shall be sent by: (i) registered mail; or (ii) personal delivery to the respective Parties at the addresses set forth above; or (iii) e-mail. Any notice given in accordance with point (i) above, shall be deemed to have been received 3 (three) working days after having been mailed and any notice sent through e-mail shall be deemed to have been received by the Service Provider when the e-mail is marked delivered on the sender's device from which the sender has sent the email.
- 6.7. Any action by BEF under/in terms of this Agreement shall be without prejudice to any rights or remedies whether available to BEF under this Agreement and/or under law and/or in equity.
- 6.8. Service Provider hereby acknowledges that breach or threatened breach of the provisions of this Agreement by Service Provider shall cause irreparable harm, significant injury and substantial damages to BEF that may be difficult to ascertain. Accordingly, Service Provider agrees that in addition to other remedies that may be available to BEF either under this Agreement and/or under law and/or in equity, BEF shall have the right to seek and obtain injunctive relief to enforce an obligation of Service Provider.
- 6.9. Service Provider confirms that any breach or threatened breach of the provisions of this Agreement by BEF shall be monetarily compensable and as such the Service Provider shall not have any right: (i) to seek and obtain injunctive relief and/or equitable relief against BEF; and/or (ii) to seek lost profits or damages (including consequential damages) against BEF.
- 6.10. Any amendment to this Agreement shall only be valid and binding upon the Parties if concluded in writing by the Parties.
- 6.11. Service Provider shall execute and deliver such instruments and take such other action as may be requested by BEF to perfect or protect BEF's rights and/or as may be generally required by BEF in terms of this Agreement.
- 6.12. Service Provider shall not assign, transfer, charge or deal in any manner with this Agreement or any of its rights herein, without the prior written approval of BEF. BEF may assign this Agreement or any rights or obligations herein in its sole discretion.
- 6.13. BEF and/or its employees, agents, representatives, etc. reserve the right, from time-to-time and at any time during regular business hours, to inspect the Service Provider's facilities, offices, records, books, etc. including access for purposes of review of any material relating to the activities governed by this Agreement. The Service Provider shall maintain all such records for a period of 2 (two) years post expiry/termination of this Agreement.
- 6.14. During the Term of this Agreement (including any renewals, if any), and at all times thereafter, Service Provider shall not call on, solicit, take away, or attempt to call on, solicit, or take away any client/business partners/employees of BEF with whom Service Provider became acquainted.
- 6.15. BEF may, at its sole discretion, engage any other service provider/vendor to provide services and deliverables similar or identical to the Services and Works herein.
- 6.16. Notwithstanding anything contrary in this Standard Terms the Service Provider acknowledges that sole liability of BEF under this Agreement shall not exceed the Service Fee actually paid as per the Principal Terms.
- 6.17. The stamp duty on this Agreement shall be payable by the Service Provider.
- 6.18. Clauses 1, 2, 3.2, 3.3, 3.4, 4, 5, 6, 5, 6.13, 6.14 of the Standard Terms; and representations and warranties wherever appearing in the Agreement; shall survive the expiry or termination of this Agreement. Further, those provisions of this Agreement that are explicitly, or by their nature, are intended to survive expiry or termination of this Agreement, shall survive expiry or termination of this Agreement.
- 6.19. The Parties agree and acknowledge, that all proprietary rights, title, interest and control in the brand names of/associated with BEF / BEL / its affiliates / subsidiaries / associates / group entities (including tentative and working titles), logos, trademarks and service marks (collectively, the "Marks"), including any goodwill or other value generated in connection with the use of the Marks are and shall at all times be solely vest in BEF / BEL / its affiliates / subsidiaries / associates / group entities (as the case may be). At no time shall the Service Provider claim or attempt to obtain ownership of the Marks, or register the said Marks or confusingly similar marks, in any territory in the world. The Service Provider shall not use any of the Marks except for the purpose of this Agreement including as part of any

BEF



Page 3 of 4

Service Provider



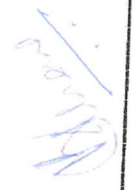



SERVICES AGREEMENT
Schedule A - Standard Terms

(Terms not defined under these Standard Terms shall have the meaning ascribed to them under the Principal Terms)



- 6.20. This Agreement i.e. the 'Principal Terms' and 'Standard Terms' together constitute a binding agreement between the Parties with respect to the subject matter hereof and supercedes any prior agreement and communication whether written or verbal. The recitals, annexure, schedules and exhibits to this Agreement form an integral part of the Agreement.
- 6.21. This Agreement has been fully reviewed and negotiated by the Parties hereto. Accordingly, in interpreting this Agreement, no emphasis shall be placed upon which Party hereto or its legal advisor drafted the provisions being interpreted. The rule of contractual construction known as the '*Contra Proferentem*' rule shall not apply to this Agreement.
- 6.22. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original and all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF THE PARTIES HERETO HAVE CAUSED THIS AGREEMENT TO BE EXECUTED THE DAY AND YEAR FIRST HEREIN ABOVE WRITTEN.

<p>ACCEPTED AND AGREED TO: BAJAJ ELECTRICALS FOUNDATION</p>   <p>AUTHORIZED SIGNATORY NAME: MS. MADHURA TALEGAONKAR DESIGNATION: CEO</p>	<p>ACCEPTED AND AGREED TO: YOGITA DENTAL COLLEGE AND HOSPITAL</p>   <p>AUTHORIZED SIGNATORY NAME: DR. VARSHA JADHAV DESIGNATION: DEAN/PRINCIPAL</p>
--	---

BEF 





महाराष्ट्र **MAHARASHTRA** ● 2020 ● YL 489585
 दफ्तरी नोंदणी करणारे व्यक्तीक वाचते का ?
 नोंदणी होणारे व्यक्तीक वाचते का ?
 मित्रवत नोंदणी करणारे व्यक्तीक वाचते का ?
 मोंदरना करणारे व्यक्तीक वाचते का ?
 मोंदरना करणारे व्यक्तीक वाचते का ?
 मुल्यमापन करणारे व्यक्तीक वाचते का ?
 हस्त अमलदार व्यक्तीक वाचते का ?
 मोंदरना करणारे व्यक्तीक वाचते का ?
 मुल्यमापन करणारे व्यक्तीक वाचते का ?
 मुल्यमापन करणारे व्यक्तीक वाचते का ?
 मुल्यमापन करणारे व्यक्तीक वाचते का ?

Yogita Dental College & Hospital
 Khed Ratnagiri
 रत्नागिरी तालुका (राज्याचे वारडें)
 १०/०८/२०२२
 १०/०८/२०२२
 १०/०८/२०२२

YOGITA DENTAL COLLEGE & HOSPITAL, KHED

MEMORANDUM OF UNDERSTANDING

This memorandum of understanding (hereinafter referred to as "Agreement") is entered into on 21st January 2021, by and between **Shivtej Arogya Seva Sanstha's Yogita Dental College & Hospital, Khed** with an address of Narangi Riverside, At & Post Taluka-Khed, Dist- Ratnagiri, 415709 and **LifeCare Hospital, Chiplun** with an address of Guhagar Bypass Road Mirzoli, Uktad, Chiplun, 415605. **Yogita Dental college & Hospital** and **LifeCare Hospital, Chiplun** agree to explore the possibility of developing the highest quality programs and treatment to advance the needs of **Yogita Dental College & Hospital, Khed and LifeCare Hospital, Chiplun**.

Introduction:

YOGITA DENTAL COLLEGE & HOSPITAL, KHED (hereafter referred to as "**YDCH, KHED**") has been established by Shivtej Aarogya Seva Samstha, Khed, under the presidency of Hon. Mr. Ramdasji Kadam. The college was established in the academic year 2008 with an intake capacity of 100 students, is recognized by Dental Council of India, New Delhi and is affiliated to Maharashtra University of Health Sciences, Nashik. The Post graduate courses were initiated in the academic year 2015.

The vision is to be the prime dental health care and education provider in the rural province of Konkan belt by producing skilled and competent dentists trained to meet the regional and oral health care needs.

And

LIFECARE HOSPITAL, CHIPLUN, Ramagiri of the other part is situated at Gubhagar Bypass Road Mirzoli, Uktad, Chiplun. It was inaugurated on 28th April, 2013, and is among the finest Hospitals in the city. Lifecare Hospital in Chiplun, Ramagiri is a multispecialty Hospital known for offering excellent patient care. The clinic is located centrally in Chiplun, a prominent locality in the city. It is well-equipped hospital with all the modern equipment and excellent infrastructure and facilities that match the best in the city. Being a specialized Hospitals, the doctor offers a number of medical services.

YOGITA DENTAL COLLEGE & HOSPITAL, KHED AND LIFECARE HOSPITAL, CHIPLUN shall be individually referred to as "party" and collectively as "parties".

WHEREAS:

- A. **YOGITA DENTAL COLLEGE & HOSPITAL, KHED** and **LIFECARE HOSPITAL, CHIPLUN** are desirous to collaborate in their academic and surgical activities.
- B. This MOU sets forth the general understanding reached between **YDCH, KHED** and **LIFECARE HOSPITAL, CHIPLUN** and in their recent discussion concerning the academic and surgical activities collaboration.
- C. It is the Parties' intention that the academic and surgical activities collaboration agreement shall have the basic terms set out below, subject to further negotiations with a view to having a definitive written academic and oral and maxillofacial surgical activities collaboration agreement to be entered into between **YDCH KHED** and **LIFECARE HOSPITAL, CHIPLUN**.

NOW THIS MEMORANDUM OF AGREEMENT RECORDS AS FOLLOWS:

1. **TERM:**

Subject to execution by **YDCH, KHED** and **LIFECARE HOSPITAL, CHIPLUN** of a formal definitive academic and Oral and Maxillofacial Surgical activities collaboration agreement for the proposed collaboration which shall contain the relevant terms hereinafter set out and such other terms and conditions to be agreed between the Parties' understanding the **LIFECARE HOSPITAL, KHED** shall collaborate with **YDCH, KHED** in the areas as set out in Clause 2 for a period of 3 Years (hereinafter referred to as MOU Period) from the date of signing this MOU.

This MOU shall continue in force until the expiry of the MOU Period stated in the Clause 1. Above or the execution of formal definitive academic and surgical collaboration agreement between the Parties', whichever is the earlier. After the expiration of the MOU Period, this MOU may be extended or renewed for a further period to be agreed upon by both Parties'.

2. PURPOSE and SCOPE of MOU

The purpose of this MOU is to ensure a mutual understanding of key responsibilities of each Party to Oral and Maxillofacial Surgical activities of the following areas:

-Party 1 (YDCH, KHED)


- ✓ Surgery required shall be transferred
- ✓ provide Manpower for the surgery
- ✓ shall take care post-operative follow ups

-Party 2(LIFECARE HOSPITAL, CHIPLUN)

- ✓ Provide Operation theatre, medications and equipment required
- ✓ Decide the cost and billing of the procedure

Both the Parties' shall be equally liable for any mishaps or misfortune caused.

The primary contacts for this MOU are Dr. Varsha Jadhav, Dean, SHIVTEJ AROGYA SEVA SANSTHA'S YOGITA DENTAL COLLEGE & HOSPITAL, KHED and Dr. Nadim Khatib, LIFECARE HOSPITAL, CHIPLUN.


Dr. Nadim Khatib
Lifecare Hospital, Chiplun.

LIFE CARE HOSPITAL &
RESEARCH INSTITUTE
A/P Mirjoli Chiplun





Dr. Varsha Jadhav
Shivtej Arogya Seva Sanstha's
Yogita Dental College & Hospital,
Khed.



महाराष्ट्र MAHARASHTRA

© 2020

YL 489583

दत्त मोदणी बरपाव ?
 मोदणी निगम अन्तर्गत ?
 निष्कर्षाचे वारं ?
 मोदणी रफ्तार ?
 मुद्रांक दिनांक ?
 मुद्रांक पध्दतीचे नोंद ?
 मुद्रांक शून्य रक्कम ?
 मुद्रांक दिती मोदणी अमुककादिनांक ?
 मुद्रांक दिवत वेणा-याची मदी ?



Yogita Dental College & Hospital
 Khed Ratnagiri

18 नोव्हेंबर 2018
 8 JUL 2022
 (०) मुद्रांक काला वाटली
 मुद्रांक दिती म. १/१८-१९
 पो. सा. उंड, जि. रत्नागिरी

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding is entered on 13/07/2018 till 2025

Between

Yogita Dental College and Hospital Khed Ratnagiri, Khed 415709

And

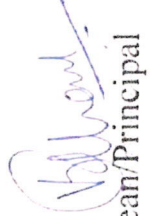
Govindrao Nikam College of Pharmacy, Sawarde, Taluka Chiplun, Dist. Ratnagiri Maharashtra- 415606.

“Yogita Dental College and Hospital Khed Ratnagiri, Khed 415709 (YDCH)” is among the noteworthy academic institutes offering UnderGraduate and Postgraduate Dental programs.

AND WHEREAS, Govindrao Nikam College of Pharmacy, Sawarde, Taluka Chiplun, Dist. Ratnagiri Maharashtra- 415606 is a registered Pharmacy college offering Diploma, Under Graduate and Post Graduate Pharmacy programs and engaged in preparation of medicinal dosage forms and cosmetics.

“Yogita Dental College and Hospital Khed Ratnagiri, Khed 415709”AND Govindrao Nikam College of Pharmacy, Sawarde, Taluka Chiplun, Dist. Ratnagiri Maharashtra- 415606 are desirous of associating with each other for exchange of knowledge and for sharing the expertise with each other and will also help each other in conducting Expert Lectures/Seminars/Medicinal and Cosmetic Preparation in addition to “Yogita Dental College and Hospital Khed Ratnagiri, curriculum. During this exchange program YDCH shall be responsible for the student conduct and behaviour of theirs and GNCOP shall be responsible for the conduct and behaviour of their students.




Dean/Principal

Yogita Dental College & Hospital, Khed




Principal

Govindrao Nikam College of Pharmacy
Sawarde, Tal- Chiplun, Ratnagiri



महाराष्ट्र MAHARASHTRA

YL 158251

2020 0

दस्तावेज क्रमांक	
वस्तु का नाम	
वस्तु का मूल्य	
वस्तु का स्थान	
वस्तु का विवरण	
वस्तु का उद्देश	
वस्तु का वर्गीकरण	
वस्तु का मालिक	
वस्तु का उपयोग	
वस्तु का स्थिति	
वस्तु का तारीख	
वस्तु का स्थान	
वस्तु का विवरण	
वस्तु का उद्देश	
वस्तु का वर्गीकरण	
वस्तु का मालिक	
वस्तु का उपयोग	
वस्तु का स्थिति	
वस्तु का तारीख	
वस्तु का स्थान	
वस्तु का विवरण	
वस्तु का उद्देश	
वस्तु का वर्गीकरण	
वस्तु का मालिक	



उप कोषागार अधिकारी
खेड

Yogita Dental College & Hospital
Khed Ratnagiri

विनायक भगिनी भुमि (1/2)

(श्री. मंगेश अरजग पाटेल)
रुमक विल्का क्र. 9/9८-९९
पो. ता. खेड, जि. रत्नागिरी

17 APR 2022

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding is executed on 07/04/2022

Between

Yogita Dental College and Hospital Khed Ratnagiri, Khed 415709

And

Dapoli Homeopathic Medical College and General Hospital, Apti,
Talsure Dist. Ratnagiri Maharashtra 415719.

“Yogita Dental College and Hospital Khed Ratnagiri, Khed 415709 (YDCH)” is among the noteworthy academic institutes offering UnderGraduate and Postgraduate Dental programs.

AND WHEREAS, Dapoli Homeopathic Medical College and General Hospital (DHMC) Apti, Talsure Dist. Ratnagiri Maharashtra is a registered Homeopathic college in Dapoli, engaged in various preparation of various Homeopathic medicine.

“Yogita Dental College and Hospital Khed Ratnagiri, Khed 415709 ”AND Dapoli Homeopathic Medical College and General Hospital Apti, Talsure Dist. Ratnagiri Maharashtra 415719 are desirous of associating with each other for exchange of knowledge and for sharing the expertise with each other and will also help each other in conducting Expert Lectures/Seminars/Homeopathic Medicine Preparation in addition to “Yogita Dental College and Hospital Khed Ratnagiri, curriculum. During this exchange program YDCH shall be responsible for the student conduct and behaviour of theirs and DHMC shall be responsible for the conduct and behaviour of their students.



Dean/Principal

Yogita Dental College & Hospital



15/07/2022

Dean/Principal

Dapoli Homeopathic Medical college & General Hospital

Dr. Mrs. Chetana S. Goriwale

Principal

Dapoli Homeopathic Medical College
Tal. Dapoli, Dist. Ratnagiri.



महाराष्ट्र **MAHARASHTRA**

YL 489586

2020

दस्त नोंदणी करणार का ?

नोंदणी करणार का ?

मिळकतीचे यणन

सोबदसा रकम

मुद्रांक लिहिलेले रकम

दुस-या पदाकरीचे रकम

हते असण्यास त्यांचे रकम व वत्ता

मुद्रांक शुल्क रकम

मुद्रांक विहीनी नोंदवही अनुक्रमोकादिनांक

मुद्रांक विकत घेणा-याची सही



उप कोषागार अधिकारी
खेड

Yogita Dental College & Hospital
Khed Ratnagiri

दिनांक 25/7/2022
08 JUL 2022
पो. ता. खेड, जि. रत्नागिरी

Matoshree Vrudhashram

MEMORANDUM OF UNDERSTANDING

Between

YOGITA DENTAL COLLEGE AND HOSPITAL, KHED, RATNAGIRI, 415709

And

MATOSHREE VRUDHASHRAM, AMBAYE

This is an agreement between Yogita Dental College And Hospital, Khed, Ratnagiri, 415709 hereinafter called Party A and Matoshree Vrudhashram, Ambaye hereinafter called Party B entered on 8th July 2022 To 7th July 2025.

WHEREAS, **Yogita Dental College And Hospital, Khed, Ratnagiri, 415709** desires to engage with residents at **Matoshree Vrudhashram, Ambaye** by partnering with the site to provide access to residents as a clinical site for the Dental and community health curriculum for the senior residents.

WHEREAS, **Matoshree Vrudhashram, Ambaye** is willing to promote this program to the residents the terms and conditions set forth herein;

NOW, THEREFORE, **Yogita Dental College And Hospital, Khed, Ratnagiri, 415709** and **Matoshree Vrudhashram, Ambaye**, in consideration of the mutual promises and undertakings herein contained, agree as follows:

I. PURPOSE AND SCOPE

The desired result is that residents would take a more active role in their healthcare and better understand and manage their oral health and that Dental students would have a mutual benefit to aid in their educational experience.

Yogita Dental College And Hospital, Khed students will be working with the senior residents and individuals to link them up with oral health resources in the hospital. They will be providing oral health education workshops to residents on topics such as healthy eating, maintenance of oral hygiene, treatment protocol etc **Matoshree Vrudhashram, Ambaye** staff will be responsible for coordinating the times that they will be on-site and the residents with whom they will be working. The students will be supervised by a professor or clinical instructor from **YDCH** and he/she will meet regularly with **Matoshree Vrudhashram, Ambaye** staff to ensure that the dental professionals are on task.

II. YOGITA DENTAL COLLEGE AND HOSPITAL, KHED RESPONSIBILITIES

YDCH shall undertake the following activities:

- A. Provide dental faculty members or preceptors who will be solely responsible for the instruction, supervision, and guidance of the Students whose clinical experience and instructions are to occur onsite at Party B.
- B. The dental program implemented under MOU between **Matoshree Vrudhashram Ambaye** and **YDCH, Khed**. The residents will be provided transport facilities and will be referred to different departments according to their needs such as scaling, prosthetic, rehabilitation, complemententure, implants, partial dentures, speech therapy, counselling, extraction treatment, of mucosal lesionsand candidiasis
- C. This process will be overseen by coordinator from **YDCH**. The residents will be droppedback to **Matoshree Vrudhashram**. Those residents needing multiple visits will be recalled.

III. MATOSHREE VRUDHASHRAM, AMBAYE RESPONSIBILITIES

PRIVI SPECIALITY CHEMICALS LIMITED, MAHAD shall undertake the following activities:

- A. Designate personnel to collaborate with **YDCH** faculty or preceptors in planning for the experience onsite at Party B facility. Designate, schedule, and make available to the **YDCH** faculty or preceptors and Students those clinical cases and matters which shall be the subject of the learning experiences in dental, which shall be the responsibility of Party B before and after the consideration of requests made by **YDCH** faculty members as to hours, place, and type of clinical experience. It is the intention of Party B to provide those clinical experiences which will be meaningful in the education process for the Students involved and consistent with patient welfare.

IV. IT IS MUTUALLY UNDERSTOOD AND AGREED BY AND BETWEEN THE PARTIES THAT:

1. Mutual Terms and Conditions.

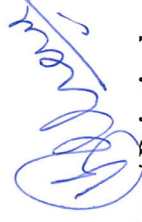
- A. Terms of Agreement.** The Term of Agreement shall be three (3) year beginning on the Effective Date. Notwithstanding the foregoing, both parties may mutually agree to terminate this Agreement at any time; and either party may terminate this Agreement by giving written notice of termination to the other party at least ninety (90) days prior to the date of termination specified in such notice.
- B. No Discrimination.** When carrying out this Agreement, each party agrees not to discriminate on the basis of religion, race, creed, and national or ethnic origin, sex, age, handicap, political affiliation, sexual orientation, disability, status as a veteran, Title IX of the Education Amendments of 1972, and other applicable laws.
- C. Applicable Law.** By entering into this Agreement, the parties specifically intend to comply with all applicable laws, rules, and regulations as they may be amended from time to time. In the event that any part of this Agreement is determined to violate federal, state, or local laws, rules, or regulations, the parties agree to negotiate in good faith revisions to the provision or terms as required to bring the entire Agreement into compliance.

V. EFFECTIVE DATE AND SIGNATURE

This MOU shall be effective upon the signature of authorized officials from Party A and Party B. It shall be in valid from 8th July 2022 To 7th July 2025.



Matoshree Vrudhashram, Ambaye
Khed-Ratnagiri



Dean/Principal
Yogita Dental Collage & Hospital,
Khed- Ratnagiri



DNYANDEEP SHIKSHAN PRASARAK MANDAL, KHED (RATNAGIRI)'S

DNYANDEEP ENGLISH MEDIUM SCHOOL, MORVANDE, BORAJ

(Primary with Upper Primary, Secondary and Higher Secondary)

ज्ञानदीप इंग्लिश मीडियम स्कूल, मोरवंडे-बोरज

(प्राथमिक ते उच्च प्राथमिक, माध्यमिक व उच्च माध्यमिक)

मान्यता-जा.क्र.प्राथर/कोवि/स्वअशा/पर/१३-१४/३९५४८-७ व शिक्षण उपसंचालक कार्यालय, कोल्हापूर दि. ८ ऑक्टो. २०१३
मान्यता-जा.क्र.माध्य-२/कोवि/स्वअशा/पर/१३-१४/१३२७-३१ शिक्षण उपसंचालक कार्यालय, कोल्हापूर दि. ६ मे २०१४
मान्यता-जा.क्र.उमा२/कोवि/स्वअशा/पर/१३-१४/१४९४७-५२ शिक्षण उपसंचालक कार्यालय, कोल्हापूर दि. १८ फेब्रु. २०१४

Tel. 7719810000

At./Post. Morvande - Boraj, Tal. Khed, Dist. Ratnagiri Pin-415709 यु.पो.मोरवंडे-बोरज, ता. खेड, जि. रत्नागिरी, पिन - ४१५ ७०९

Self Financed School

Outward No. : २७४/२०१३-२०

Date: 18/01/2020

प्रति,

मा. प्राचार्य,

योगिता दंत महाविद्यालय,

ता. खेड, जि. रत्नागिरी.

महोदय,

आपल्या महाविद्यालयातील चतुर्थ वर्ष C बॅच च्या विद्यार्थ्यांनी आज दि. 18/01/2020 रोजी आमच्या प्रशालेतील इ. 1 ली ते 6 वी च्या विद्यार्थ्यांची दंत तपासणी केली. व पुढील उपचारासाठी विद्यार्थ्यांना सूचना दिल्या. या तपासणी शिबीरास डॉ. अंबिका नंदिनी व डॉ. सोमेश माने यांचे सहकार्य लाभले. तसेच श्री. संजय दळवटकर यांचेही सहकार्य लाभले.

तरी सर्व चतुर्थ वर्षाच्या C बॅच व इतर सर्व डॉक्टर मंडळी यांनी आमच्या प्रशालेस उत्तम सहकार्य करून दंत तपासणी केली त्याबद्दल संस्था व प्रशाला आपली आभारी आहे.

आपला विश्वासू,

Headmaster,
Dnyandeep English Medium School,
(Primary Section)

At. Post Morvande-Boraj,
Tal. Khed, Dist. Ratnagiri.

Email : dnyandeepems@gmail.com

Website : www.dnyandeepcollege.org, www.dnyandeepvm.org



महाराष्ट्र MAHARASHTRA

YL 460943

2020

दस्तावा प्रकार/का/का क्रमांक

नामों होगा अक्षरों में का ?

मिळकतीचे वणो

मोबदला प्रकार

मुद्रांक किसल घेणा

दुरा-धा पशकालां सं

हस्त असाव्यार लोई रखा व पत्ता

मुद्रांक शुल्क रक्कम

मुद्रांक किती नोंवरी अनुक्रमणे/दिनांक

मुद्रांक यिवात घेणा-याची सही

Yogita Dental College & Hospital
Khed Ratnagiri



श्री. अशोक पुष्पा

2020 08/01/2022

5 JUL 2022

श्री. परेश अरुणा पाटणे
रुपय खंड खंड
पुणेक विभागा क्र. १/१८-१९
पो. ता. खंड, जि. रत्नागिरी

उप कोषागार अधिकारी
खंड

This MEMORANDUM OF UNDERSTANDING is entered on _01/06./2017 till 2025

Between

PAJ METALLURGICAL LABORATORY ,PUNE,MAHARASHTRA 411038

YOGITA DENTAL COLLEGE & HOSPITAL,KHED,RATNAGIRI,MAHARASHTRA

Yogita Dental College & Hospital,Khed,Ratnagiri,Maharashtra is the premier Institute of India.

The institution aims of promoting research and innovation which promotes better knowledge and learning.



महाराष्ट्र MAHARASHTRA

नांक _____

दस्ता नोंदणी करणार _____ का ?

नामही निगर भरणाक _____ कायद्याचे नाव

निळकाठीचे वर्गनाम _____

सोबतला रक्कम _____

मुद्रांक निकत घेणा-याची म्हात _____

दुस-या पक्षकाऱ्याचे मदीं भरिणा म. वणी कडे

हस्त अस्त्यास म्हात घेण व पत्ता _____

मुद्रांक शुल्क रक्कम _____

मुद्रांक विलो नासवही अनुक्रमांक/दिनांक 2022, 28 JUL 2022

मुद्रांक विकत घेणा-याची म्हात _____

2020

YL 913083



उप कोषागार अधिकारी

Yogita Dental College & Hospital
Khed Ratnagiri

(श्री. परेश अरुण पाटणे)
रुपय फंडाचे चेड
दिनांक प्र. १/१८-१९
2022 ता. जुल, जि. रत्नागिरी

YOGITA DENTAL COLLEGE & HOSPITAL, KHED

MEMORANDUM OF UNDERSTANDING

This memorandum of understanding (hereinafter referred to as "Agreement") is entered into on 3rd August 2022, by and between Shivtej Arogya Seva Sanstha's Yogita Dental College & Hospital, Madhusiddhi Hospital, Khed with an address of Narangi Riverside, At & Post Taluka-Khed, Dist- Ratnagiri, 415709 and Yogita Dental College & Hospital with an address of Teenbatti Naka, Khed, Tal-Khed, Dist-Ratnagiri possibility of developing the highest quality programs and treatment to advance the needs of Yogita Dental College & Hospital, Khed and Madhusiddhi Hospital, Khed.

YOGITA DENTAL COLLEGE & HOSPITAL, KHED (hereafter referred to as "**YDCH, KHED**") has been established by Shivtej Aarogya Seva Sanstha, Khed, under the presidency of Hon. Mr. Ramdasji Kadam. The college was established in the academic year 2008 with an intake capacity of 100 students, is recognized by Dental Council of India, New Delhi and is affiliated to Maharashtra University of Health Sciences, Nashik. The Post graduate courses were initiated in the academic year 2015.

The vision is to be the prime dental health care and education provider in the rural province of Konkan belt by producing skilled and competent dentists trained to meet the regional and oral health care needs.

And

Madhusiddhi Hospital, Khed, Ratnagiri of the other part is situated at Teenbatti Naka, Khed, Tal-Khed, Dist-Ratnagiri 415 709. It was inaugurated on 3rd May 2012, and is among the finest Hospitals in the city, Madhusiddhi Hospital in Khed, Ratnagiri is a multispecialty Hospital known for offering excellent patient care. The clinic is located centrally in Khed, a prominent locality in the city. It is well-equipped hospital with all the modern equipment and excellent infrastructure and facilities that match the best in the city. Being a specialized Hospitals, the doctor offers a number of medical services.

YOGITA DENTAL COLLEGE & HOSPITAL, KHED AND MADHUSIDDHI HOSPITAL, KHED shall be individually referred to as "party" and collectively as "parties".

WHEREAS:

- A. **YOGITA DENTAL COLLEGE & HOSPITAL, KHED** and **MADHUSIDDHI HOSPITAL, KHED** are desirous to collaborate in their academic and surgical activities.
- B. This MOU sets forth the general understanding reached between **YDCH, KHED** and **MADHUSIDDHI HOSPITAL, KHED** and in their recent discussion concerning the academic and surgical activities collaboration.
- C. It is the Parties' intention that the academic and surgical activities collaboration agreement shall have the basic terms set out below, subject to further negotiations with a view to having a definitive written academic and oral and maxillofacial surgical activities collaboration agreement to be entered into between **YDCH KHED** and **MADHUSIDDHI HOSPITAL, KHED**.

NOW THIS MEMORANDUM OF AGREEMENT RECORDS AS FOLLOWS:

1. TERM:

Subject to execution by **YDCH, KHED** and **MADHUSIDDHI HOSPITAL, KHED** of a formal definitive academic and Oral and Maxillofacial Surgical activities collaboration agreement for the proposed collaboration which shall contain the relevant terms hereinafter set out and such other terms and conditions to be agreed between the Parties' understanding the **MADHUSIDDHI HOSPITAL, KHED** shall collaborate with **YDCH, KHED** in the areas as set out in Clause 2 for a period of 3 Years (hereinafter referred to as MOU Period) from the date of signing this MOU.

This MOU shall continue in force until the expiry of the MOU Period stated in the Clause 1. Above or the execution of formal definitive academic and surgical collaboration agreement between the Parties', whichever is the earlier.

After the expiration of the MOU Period, this MOU may be extended or renewed for a further period to be agreed upon by both Parties'.

2. PURPOSE and SCOPE of MOU

The purpose of this MOU is to ensure a mutual understanding of key responsibilities of each Party to Oral and Maxillofacial Surgical activities of the following areas:

-Party 1 (YDCH, KHED)

- ✓ Surgery required shall be transferred
- ✓ provide Manpower for the surgery
- ✓ shall take care post-operative follow ups

-Party 2(MADHUSIDDHI HOSPITAL, KHED)

- ✓ Provide Operation theatre, medications and equipment required
- ✓ Decide the cost and billing of the procedure

Both the Parties' shall be equally liable for any mishaps or misfortune caused.

The primary contacts for this MOU are Dr. Varsha Jadhav, Dean, SHIVTEJ AROGYA SEVA

SANSTHA'S YOGITA DENTAL COLLEGE & HOSPITAL, KHED and Dr. Upendra Talathi, MADHUSIDDHI HOSPITAL, KHED.

This MOU is entered 3rd August 2022 to 2nd August 2025.

Dr. Upendra Talathi
Madhusiddhi Hospital, Khed.

Dr. Varsha Jadhav
Shivtej Arogya Seva Sanstha's
Yogita Dental College & Hospital,
Khed.

MADHUSIDDHI HOSPITAL
KHED, DIST. RATNAGIRI.
PHONE - (02356) 261396, 263353

COMPANY/ LABORATORY DETAILS

This MoU's shall commence from the date of its signing and shall continue for a period of Ten years from date of its signing, unless either party notify in writing to the other party of its intension to terminate. Praj Met. Lab and YDCH recognize that they share common goals and are desirous to establish a cooperative agreement for mutual benefit.

The said agreement between _ Praj Met. Lab and YDCH will be in the following areas:

1. **Technical Training Programs (TTPs):** TTPS helps to improve the knowledge & the skills of the individuals. An individual undergoing TTPS can benefit in multiple ways. He/ she will be in a position to improve his/ her productivity. This MoU also envisages series of Technical Training Programs for the employees of YDCH.
2. **Industrial Testing & Use of Laboratories:** It is an important area to collaborate for both Praj Met. Lab and YDCH members and shall utilize the various Laboratories that are available with Praj Met. Lab. The equipment & faculty expertise could be used by the YDCH for varied purpose on chargeable basis as on decided by Praj Met. Lab .
3. **Undertaking Need based Projects:** The problems faced by an Institute/ Hospital undertaking are many viz. technical, biomedical, human, system & procedures. In this collaboration, the _ Praj Met. Lab will undertake Consultancy activities which will be need based. The activity will involve Problem Identification, Problem Definition, Data collection, Data Analysis, Problem solving by taking corrective actions. These projects would be undertaken 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 concerning its dealings and methods of dealings. Both parties agree 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 use 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 accuracy or completeness of confidential matter. Upon the termination of this MoU's, either party will promptly return all confidential matters to the other party. The confidentiality obligations stated herein shall survive for two (2) years after termination of this MoU's. The obligations contained in this Clause shall not apply to information in the public domain or is received from a third party without restrictions or is developed independently or is in possession of the receiving party.
5. **Agreements for Research Collaboration:** The research collaboration undertaken by the parties hereunder shall be initiated by the signing of a separate research agreement between the parties, which will describe in detail:
 - a. The nature, scope and schedule of the research collaboration.
 - b. In the form of the research collaboration.
 - c. The estimated cost of the research collaboration together with the amount of funding, if any, to be received from third parties.

- d. 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.) which result from the research collaboration or which belong to a party are used in research collaboration. The publication, IPR, Patents will be property of both and shall carry the names of both.
- e. Fair Publication will be published by both the party author.
- f. Acknowledgement will be given to the institute of other party.
- g. Other provisions as may be mutually agreed upon, including provisions covering the consequences of default or termination by a participant, term, arbitration of disputes and applicable law .

6. This MoU is not legally binding contract and under no circumstances 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 dispute 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 responsible for non-fulfillment of their respective obligation under the agreement due to exigency of one or more of unforeseen 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 continue 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 providing prior written notice of 30 days to the other party for any of the reasons- Cause/ convenience/ Force Majeure;

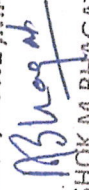


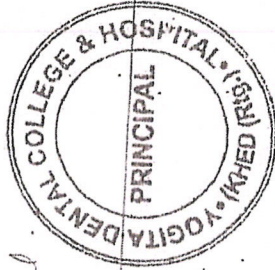
- i) Termination for Convenience: For convenience without assigning any reason
- ii) Termination for Cause: For the breach of obligations/responsibilities/conditions of this agreement by the other party, with an opportunity to cure/rectify such a situation within thirty (30) days to the defaulting party 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 expiration 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 incurred 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 processing 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.

<p>On behalf of PRAJ METALLURGICAL LABORATORY LABORATORY, PUNE, MAHARASHTRA.</p> <p>By:  Name: ASHOK M. BHAGAT Title: PROPRIETOR</p> 	<p>On behalf of YOGITA DENTAL COLLEGE & HOSPITAL, KHED, RATNAGIRI, MAHARASHTRA</p> <p>By:  Name: Dean Title: Principal</p> 
---	--