



**BRANDTOUCH**  
& ANALYTICS

HQ Address:  
107, Sun Mills Compound Rd,  
Lower Parel, Mumbai, Maharashtra  
400013

Vikhroli Off: - 1202/1203 12th Floor,  
C Wing, Veer Sawarkar Marg, Vikhroli  
Park Site, NR Kailash Industrial,  
Vikhroli(W), Mumbai, 400079

## MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding ("MOU") made at Dr. G.D.Pol Foundation Y.M.T. Dental College and hospital, Kharghar, Navi Mumbai on the 23<sup>rd</sup> day of March, 2024 and shall be Effective from 30<sup>th</sup> day of March, 2024 is entered into at Mumbai;

### BY AND BETWEEN:

**BRANDTOUCH & ANALYTICS PRIVATE LIMITED**, a company registered under the Indian Companies Act, 2013 bearing CIN no. U93000MH2015PTC266534 having its registered office at 107, SunMill Compound, N.M.Joshi Marg, Lower Parel (West), Mumbai 400013 (herein referred to as "**BrandTouch**" / "**BTA**" which expression shall, unless repugnant to the subject or context thereof shall mean and include its affiliates and associates and permitted substitutes or assigns and group companies, incorporated or to be incorporated) of the **ONE PART**;

### AND

**Dr. G.D.Pol Foundation Y.M.T. Dental College and hospital**, Kharghar, Navi Mumbai, having PAN no AAATY0045K. [through its sole proprietor/firm/company acting through its partners/authorized signatories Dean, incorporated under the Dr. G.D.Pol Foundation Y.M.T. Dental College and hospital, located at Kharghar, Navi Mumbai (hereinafter referred to as "**Institute**" which expression shall, unless it be repugnant to the context or meaning thereof, means and includes his/her heirs, executors, administrators, assigns/ partners or partner for the time being of the firm the survivors or survivor of them and the heirs, executors, administrators of the last surviving partner and his or her assigns/ its successors and assigns) of the **OTHER PART**.

BTA and Institute shall also hereinafter be jointly referred to as the "**Parties**" and severally as the "**Party**".

It is hereby agreed by and between the Parties hereto as follows:

#### 1. **Purpose:**

- 1.1 BTA is in the business of providing Campus engagement activities including but not limited to Soft Skill Trainings, Technical Trainings, Sponsorships, Events and more. Such programs are either BTA's proprietary developed programs or Brand sponsored programs or BTA and Institute Jointly developed programs to benefits aspirant to enhance their knowledge, capability and increased chance of professional growth(hereinafter referred to as "**Program**").
- 1.2 Institute is a Dental college, offering under graduate and post graduate degrees and dental treatment to patients.
- 1.3 The parties hereto agree to jointly play an effective role in uplifting the Institute, Student and Brand partnerships through various initiatives of BTA.
- 1.1 For the purpose of the MOU, "Aspirant", "Student", "Candidate" shall mean any person who is currently studying at the institute or has graduated from the institute or is an alumnus of the institute.

#### 2. **Objectives:**

- 2.1 Design, develop and deliver programmes ensuring required quality in soft skills, technical skills or marketing activities which in turn will lead to professional program as per the industry requirements and help in making aspirants employable and/or help uplift their knowledge and capability and/or give them participation certificates.





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- 2.2 Working closely with industry partners for establishing the content as per industry requirements and also with academia in order to enhance the quality.
  - 2.3 Enhancing skills of students/aspirants through potential internship, placement possibilities and/or practical training.
3. **Role of the Institute:**
- 3.1 The Institute shall provide the basic amenities such as electricity, water, telephone, projector, AV systems, etc.; suitable and ready for delivering the program and other activities in conjunction with BTA in the scope.
  - 3.2 The Institute shall popularize the program among its students and provide guidance to them to opt for the program to gain highest level of participation.
  - 3.3 The Institute will promote the BTA program among its students and also alumni students and encourage them to attend these courses.
  - 3.4 The Institute will permit BTA to conduct the program for certain amount of external aspiring students as well on the Institute's premise and with the use of Institute's infrastructure to subsidize BTA's cost of operations. The arrangement for the same will be made in mutually interest and beneficial. Details of such arrangement made from time to time to be mutually agreed upon.
  - 3.5 The Institute will permit BTA to conduct the program on its premise with access to the auditoriums, classrooms, etc. having following minimum infrastructural facility:
    - 3.5.1 Computers with necessary software (MS office and Adobe software suit)
    - 3.5.2 Printers and photocopiers, as required.
    - 3.5.3 Projector with Audio & Video Facility
    - 3.5.4 High Speed Internet access for video conferencing
    - 3.5.5 Rooms for conduct the program.
    - 3.5.6 Necessary furniture.
    - 3.5.7 Space for program branding (banners, posters, standees, etc) within and outside the premise as applicable.
    - 3.5.8 Any other infrastructure requiring immediate or future investment will be as per both parties' mutual agreement.
  - 3.6 The Institute hereby grants BTA the permission to facilitate student participation in BTA activities for a duration of minimum of five(5) days within the academic year. This authorization enables BTA to organize multiple events and sessions for the benefit of the students and Institute.
4. **Role of BTA:**
- 4.1 BTA shall utilize all its strength to collaborate with industries to identify student and university needs and in development of programs. BTA shall accordingly design and deliver various programs within the overall scope of MOU.
  - 4.2 The quality delivery is the responsibility of BTA and BTA would engage the required trainers and the faculty as per the requirement of the program from time to time, in conjunction with the Institute.
  - 4.3 BTA shall design, develop and provide the required program materials and practical training to the aspirant.
  - 4.4 To acquaint an aspirant with industry and spread the awareness about the opportunities in the industry, BTA will make all its efforts to bring in industry experts to conduct industry awareness talks at the Institute. These events may be conducted through physical visits as also through webex / video conferencing.
  - 4.5 BTA shall promote the program to make them successful. It shall also guide and support the aspirant through necessary Q&A's.
5. The Institute shall treat BTA as a strategic partner for joint activities in regards to the Skill Development for mutual benefits.





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disclosing Party (II) the terms of this MOU (including any Annexure/s); (iii) any proprietary information exchanged between the Parties including during the process of entering into this MOU and not generally known by or disclosed to the public.

- 12.2 The Parties shall treat as highly confidential and appropriately safeguard, both, during the life of this MOU and thereafter, the Confidential Information of the disclosing Party. The receiving Party shall use Confidential Information solely for the purpose provided hereunder. However, the receiving Party shall not disclose the Confidential Information to a third party without the prior written consent of the disclosing Party.
- 12.3 Any materials or documents, which have been furnished by the disclosing Party, will be promptly returned and/or destroyed, accompanied by all copies of such documentation, after the termination of this MOU.

### 13. Dispute Resolution and Arbitration:

- 13.1 In the event any dispute or difference arises between the Parties in respect of this MOU and/or any related documents/writings (hereinafter referred to as the "Dispute"), the Parties shall firstly endeavor to personally resolve such Disputes in an amicable manner within thirty (30) days from the date one Party first notifies (in writing) the other Party of the existence of such Disputes.
- 13.2 In the event such Dispute is not resolved within the said period of thirty (30) days, the Parties shall jointly appoint a sole arbitrator. The arbitration shall be governed by the provisions of the Arbitration and Conciliation Act, 1996. The arbitration proceedings shall be held at Mumbai and the language of the proceedings shall be English. The Arbitrator/s shall have summary powers and be entitled to give interim directions and awards from time to time. The award/s of the Arbitrator/s shall be reasoned and given in writing, and shall be final and binding upon the Parties.
- 13.3 This MOU shall be governed by and construed in accordance with the laws of the Republic of India, and shall be subject to the jurisdiction of the Courts of competent jurisdiction at Mumbai.

### 14. Miscellaneous:

- 14.1 This MOU will bind and inure to the benefit of each Party's permitted successors and assigns. Neither Party may assign this MOU, in whole or in part, without the other Party's written consent.
- 14.2 The Institute shall indemnify and hold harmless BTA from and against any and all damages, claims, charges and losses arising directly or indirectly out of acts or omissions of the Institute in the performance of its obligations under this MOU and/or for the breach of any warranties and/or guarantees given hereunder.
- 14.3 If any provision of this MOU is found invalid or unenforceable, that provision will be enforced to the maximum extent permissible, and the other provisions of this MOU will remain in force.
- 14.4 Neither this MOU, nor any terms and conditions contained herein may be construed as creating or constituting an agency relationship between the Parties.
- 14.5 The Institute shall not make any public disclosures or announcements regarding this MOU or any matter related to this MOU, without obtaining prior written approval of BTA, save and except the reasonable promotion of the Program.
- 14.6 The Parties shall not be liable for any failure to perform any of its obligation under this MOU if the performance is prevented, hindered or delayed, by reason of war, or hostility, acts of the public enemy, civic commotion, sabotage, act of state or direction from Statutory Authority, explosion, epidemic, quarantine restriction, strikes and lockouts, fire, floods, natural calamities or any act of God (hereinafter referred to as event), provided notice of happening of any such events given by the affected party to the other, within 21 calendar days from the date of occurrence thereof, neither party shall, by reason of such event, be entitled to terminate the MOU, nor shall either party have any such claims for damage against the other, in respect of such non-performance or delay in performance. Provided service under the MOU shall be resumed as soon as practicable, after such event comes to an end or ceases to exist. Each party shall promptly inform the other of





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6. To promote the interest of the student BTA will have rights to develop and conduct the programs which could be PAID or SPONSORED (as per the program requirements and commercial economics). BTA will discuss with the Institute on the commercial implications of such a program before charging a fee to the Institute or the Student in order to conduct the same. Details of such program in terms of its overview, objectives, eligibility criteria, pre-requisites, learning outcomes, duration, fees, etc will be discussed in advanced and captured as an annexure to this MOU.
  7. At the end of the program, BTA and Partners may decide to issue a joint certification of completion (as per the program's definition and need) to the students successfully completing the program.
  8. If in a scenario where BTA provides support for Campus placement drive, all the placements and offer/appointment issuance in the companies are subject to the rules and regulations of individual companies participating in the BTA Campus Placement drive. At times the companies issue conditional offer letters to students with a clause stating appointment subject to successful completion of their graduation. The student is expected to complete his/her graduation with clearance in all subjects and provide their result/mark sheets to the company to remain immune to such condition to retain their placement made with the company.
  9. The Parties agree that they shall use their best efforts to secure and promote the interests of the other Party and the program, offering their fullest support and avoid any act/s which might give rise to a conflict of interest. The Institute further agrees to employ reasonable efforts to promote the Program during the subsistence of this MOU.
- 10. Term and Termination:**
- 10.1 The term of this engagement under the MOU will be for a period of 3 (Three) years from the Effective Date, ("Initial Term"). The MOU may be extended upto 3(Three) years on mutual agreement beyond the Initial Term.
  - 10.2 The Parties can terminate this MOU for convenience, by giving at least three(3) months prior written termination notice to the other Party subject to successful conclusion of any continuing / agreed / announced program.
  - 10.3 Each Party shall be entitled to terminate this Agreement by notice in writing to the other party if the other Party commits a material breach of any provision of this Agreement and the other Party fails to rectify the breach within 30 days of being served a notice specifying the breach and being called upon to rectify the same.
- 11. Proprietary Rights:**
- 11.1 The IPR belonging to each Party shall, at all times, remain the property of such Party owning the IPR. Any Party may use the other Party's IPR only with the prior written consent of such Party. No license and/or title, express or implied, is passed to the other Party in such IPR through this MOU. In this clause 'IPR' means all industrial and intellectual property rights of any kind including copyright, trademarks, design, moral rights and other proprietary rights. This clause shall survive the termination of this MOU.
  - 11.2 The Institute agrees and confirms that all Intellectual Training Material shall at all time vest in and remain with and belong to BTA and cannot be used by the Institute without the prior approval of BTA.
- 12. Confidentiality:**
- 12.1 "Confidential Information" includes (i) all technical and commercial information identified as confidential and all other information pertaining to the practices, business strategies, etc. of the





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the existence of Force Majeure event and shall consult together to find a mutually acceptable solution.

- 14.7 Any notice or other communication to be given by one Party to any other Party under, or in connection with, this MOU shall be made in writing and signed by or on behalf of the Party giving it. It shall be served by letter or facsimile transmission or by email and shall be deemed to be duly given or made when delivered (in the case of personal delivery), at the time of transmission (in the case of facsimile transmission) and at the time of the receipt of a delivery confirmation (in the case of an email), provided that the sender has received a receipt indicating proper transmission and a hard copy of such notice or communication is forthwith sent by prepaid post to the relevant address set out below) or 10 (ten) days after being dispatched in the post, postage prepaid, by the most efficient form of mail available and by registered mail if available (in the case of a letter) to such Party at its address or facsimile number or email address specified below, or at such other address or facsimile number as such Party may hereafter specify for such purpose to the other Parties hereto by notice in writing.

### If to BTA:

Name : Brandtouch & Analytics Private Limited  
Attention : Mr. Akshay Gokalgandhi  
Address : 107, 1<sup>st</sup> Floor, Sun Mills Compound Rd, Lower Parel, Mumbai, Maharashtra 400013  
Telephone : +91 9768989898  
Email : [Akshay.g@brandtouchindia.com](mailto:Akshay.g@brandtouchindia.com)

### If to the Institute:

Name : Dr. G.D.Pol Foundation Y.M.T. Dental College and hospital, Kharghar, Navi Mumbai  
Address : Sector 4, Institutional area Kharghar, , Navi Mumbai 410210  
Telephone : 022-27744401  
Email : [ymtden@yahoo.com](mailto:ymtden@yahoo.com)

- 14.8 BTA expressly disclaims all warranties of any kind, whether expressed or implied, except as stated herein.
- 14.9 This MOU may only be modified, or any rights under it waived, by a written document executed by both Parties. Waiver by one Party hereto of breach of any provision of this MOU by the other shall not operate or to be constituted as a continuing waiver.
- 14.10 All rights and remedies existing under this MOU are cumulative to, and not exclusive of any rights or remedies otherwise available.
- 14.11 Both the Parties represent and warrant to the other Party that all the actions or conditions required to be taken to authorize the execution including additions or changes to the terms of the MOU in future, and to exercise its rights and perform its obligations under this MOU have been duly taken and satisfied. Further the execution and performance of this MOU will not violate any law or any agreement currently in force.
- 14.12 Each Party to this MOU shall pay its own costs of and incidental to the negotiation, preparation, execution and carrying into effect of this MOU.





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IN WITNESS WHEREOF, by the signatures of their duly authorized representatives below, the Parties, intending to be legally bound, agree to the terms of this MOU as on the Execution Date.

For and on behalf of  
Brandtouch & Analytics Private Limited

For and on behalf of  
Dr.G.D.Pol Foundation Y.M.T.Dental College  
And Hospital, Kharghar, Navi Mumbai


By: Authorized Signatory

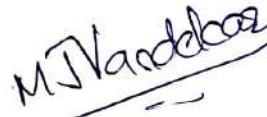
Name: Mr. Shailesh Kumbhar

Title: Accounts & Finance Head

By: \_\_\_\_\_

Name:

Title:



DEAN  
Y.M.T. Dental College  
& Hospital Kharghar,  
Navi Mumbai - 410 210





**Dr. DEEPA DAS. A**  
M.D.S

PROFESSOR & HOD  
DEPT OF ORAL MEDICINE & RADIOLOGY  
YMT DENTAL COLLEGE  
KHARGHAR





**Memorandum of Understanding**

**Between**

**Nextin Biocare Pvt Ltd.**

**&**

**Dr. GD Pol Foundation, YMT Dental College & Hospital**

To,  
The Dean  
Dr.G.D. Pol Foundation  
Y.M.T. Dental College & Hospital  
Department of Prosthodontics Institutional Area, Sector 4  
Kharghar,  
Navi Mumbai

Respected Sir/Madam,

At the outset, we would like to thank you for the interest shown in partnering with Nextin Biocare Pvt Ltd in offering best solution to your patients.

1.This Memorandum of Understanding recognizes collaboration between Nextin Biocare & Dr. GD Pol Foundation, YMT Dental College & Hospital, Department of Prosthodontics for research purpose with Nextin implants.

2.Dr.G.D. Pol Foundation, Y.M.T. Dental College & Hospital, Dept of Prosthodontics and Nextin Biocare, further recognizes the collaborative efforts that will be for mutual benefit and will contribute to an enduring institutional linkage for academic cooperation and assistance in research activities.

3. The duration MoU shall be for a period of 1 year (2024-2025) from the effective date.

4. 30 dental implants and prosthetic components shall be sponsored by Nextin Biocare for the research project.

**Implant sizes**

Implant sizes	Code	Quantity
3.5 mm * 10 mm	C110	3
3.5 mm * 11.5 mm	C111	3
3.75 mm * 8 mm	C208	3
3.75 mm * 10 mm	C210	4
3.75 mm * 11.5 mm	C211	4
4.2 mm * 8 mm	C308	3
4.2 mm * 10 mm	C310	4
4.2 mm * 11.5 mm	C311	4
5 mm * 10 mm	C410	2

5. The library of Prosthetic component required for the research project will be provided.

Healing abutment: 15

Open tray impression coping :10 ,

**Nextin Biocare Pvt. Ltd.**

Survey No.1084/P, Plot No.01/B2, Ardoi-Kotada  
Sangani Road, Vill.: Ardoi-360030, Ta: Kotada  
Sangani, Dis.: Rajkot, Gujarat, INDIA.

[www.nextinbiocare.com](http://www.nextinbiocare.com)  
 [info@nextinbiocare.com](mailto:info@nextinbiocare.com)

+91 9714944444  
 GST No.: 24AAICN1145J1ZK

NEXTIN BIO-CARE PVT. LTD.

*[Handwritten Signature]*

**DIRECTOR**



Close tray impression : 10  
Lab analog : 10

6. 3 implant pegs for Osstell meter shall be provided by Nextin Biocare

7. The research shall be published with the consent of both Dept of prosthodontics and Nextin Biocare

The following is the research proposal to be conducted at Dr.G.D. Pol Foundation, Y.M.T. Dental College & Hospital, Navi Mumbai in collaboration with Nextin Biocare

## **Evaluation of relationship between bone density values from CBCT, implant insertion torque values and implant stability quotients measured with resonance frequency analysis and osseointegration using CBCT-MAR**

### **OBJECTIVES OF THE STUDY :**

To assess the relation between bone density values from CBCT, implant insertion torque values, and implant stability, osseointegration of indigenous dental implants.

1. Evaluation of insertion torque values at implant placement
2. Evaluation of implant stability using RFA at implant placement (Day 0)
3. Evaluation of implant stability using RFA at 3-6 months (Stage II)

### **METHODOLOGY DETAILS AND STUDY DESIGN:**

Place of study: Department of Prosthodontics and Implantology, Dr.G.D.Pol Foundation Y.M.T Dental College & Hospital, Navi Mumbai.

Study population and Sample size: The 30 implants to be placed in patients with edentulous space.

### **INCLUSION CRITERIA:**

1. Patients in the age range from 18 years to 65 years.
2. Patients will be selected irrespective of sex, caste, religion, or socioeconomic status.
3. Patients with one or more missing tooth/teeth.
4. Patients requiring dental implant therapy.
5. Patients with normal consistency of saliva.
6. Patients with no systemic diseases

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DIRECTOR

### **EXCLUSION CRITERIA:**

1. Patients having any systemic diseases affecting bone metabolism or bone disorders.



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2. Patients with history of smoking.
3. Patients who are not able to maintain oral hygiene.
4. Patients with the history of drug intake like immunosuppressive drugs, anti-coagulants and anti-cancer drug three months prior to the study.
5. Insufficient restorative space to accommodate the prosthetic component.
6. Poorly controlled diabetes mellitus (Glycated hemoglobin (HbA1c) levels above 8%.
7. Patients with poor compliance for dental implant treatment.
8. Patients undergoing orthodontic treatment.
9. Pregnant and lactating women.

**METHODOLOGY:**

**IMPLANT TREATMENT :**

Pre-surgical evaluation and pre-operative treatment planning:

Oral prophylaxis will be done for all patients prior to implant placement.

Preliminary treatment phase

- Diagnostic study models
- Clinical photographs
- Blood investigation
- Panoramic radiograph
- CBCT.

**Surgical phase**

- The oral cavity will be prepared using 0.12% chlorhexidine mouth rinse for 30 seconds.
- Local anesthesia 2% lidocaine (1:80,000 epinephrine) (Lignocaine hydrochloride And Adrenaline Bitartrate Injection I.P.) will be administered at the site of operation.
- Horizontal mid-Crestal incision with full-thickness flap reflection to expose the surgical site using a sharp periosteal elevator.
- One implant site will be prepared according to the manufacturer guidance with profuse saline irrigation.

**1.Evaluation of bone density using CBCT.**

- A Selective exposure (Sectional CBCT) will done at the implant site for evaluation of bone density.

Bone Type	Bone Density ( in Hounsfield units)	Bone Features
D1	>1250	Dense cortical bone
D2	850-1250	Thick dense to porous cortical bone on crest and coarse trabecular bone within



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NEXTIN BIOCARE PVT. LTD.  
Dr. N. Patel



D3	350-850	Thin porous cortical bone on the crest and fine trabecular bone within
D4	150-350	Fine trabecular bone

## 2. Evaluation of Insertion torque during implant placement.

## 3. Evaluation of implant stability using Osstell meter

After implant placement, the smart peg will be connected to the implant, using Osstell meter Buccal-lingual ISQ readings will be obtained immediately after implant placement and at 3-6 months (Stage II).

- The immediate readings from the Osstell meter will be numerically obtained and would be interpreted in the following range:  
Low Stability = less than 60  
Medium Stability = 60 to 70  
High Stability = more than 70
- The flap will be repositioned and sutured by 3-0 silk suture material (Mersilk)

## 4. Evaluation of osseointegration using CBCT with metal artifact reduction

A Selective exposure (Sectional CBCT with metal artifact reduction) will done at the implant site for evaluation of bone around implant.

With the help of software of CBCT, the following observations will be done

1. Distance between the apical portion of the implant and the layer of bone surrounding the implant (in mm)
2. Height of the crestal bone (in mm). The height of the crestal bone was measured along the edges of the implant's mesial and distal portion.

## DATA MANAGEMENT & STATISTICAL ANALYSIS :

Appropriate statistical analysis shall be applied for the study. The data will processed and analysed using the Statistical Package for Social Sciences program SPSS (15.0) software (SPSS Inc., Chicago IL, USA).

NEXTIN BIOCARE PVT. LTD.  
*M. K. Patel*  
DIRECTOR



**EXPERIMENTAL SCHEDULE AND OUTCOME OF 1 YEAR:**

**Phase I:** Case selection followed by oral prophylaxis and desired lab investigations.

**Phase II:** Implant placement, Insertion torque assessment , implant stability assessment and at placement of dental implant.

**Phase III:** Follow-up, implant stability assessment at 3-6 months and evaluation of osseointegration using CBCT with MAR , followed by statistical analysis of the result.

**We trust, you find the above in order and we look forward for your acceptance of the MOU and signing of the agreement.**

Thanking you,

Yours sincerely,

  
DIRECTOR

Head Training & Marketing  
Nextin Biocare Pvt Ltd.

Accepted and agreed to proposal

For,  
Dean  
Dr. Meghna Vandekar  
Dr. G.D. Pol Foundation  
Y.M.T. Dental College & Hospital, Kharghar.



For,  
Dr.Saloni Mistry  
Head of Department  
Department of Prosthodontics  
Dr. G.D. Pol Foundation  
Y.M.T. Dental College & Hospital, Kharghar.



For Nextin Biocare Pvt Ltd.,  
NEXTIN BIOCARE PVT LTD  
PLOT NO.1/B2, SURVEY NO.1084, ARDOI-  
KOTADA SANGANI ROAD, VILL.: ARDOI-360030, TA: KOTADA SANGANI,  
DIS.: RAJKOT, GUJARAT, INDIA

GST No:- 24AAICN1145J1ZK  
Email - [yogesh@nextinbiocare.com](mailto:yogesh@nextinbiocare.com)

 Nextin Biocare Pvt. Ltd.

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 [info@nextinbiocare.com](mailto:info@nextinbiocare.com)

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 GST No.: 24AAICN1145J1ZK



महाराष्ट्र MAHARASHTRA

2023

65AA 35513



20 JUL 2023

### Memorandum of Understanding

Between

Dr Meghna Vandekar, Dean, and Dr Amar Katre, Head, Department of Pediatric and Preventive Dentistry, Dr. G.D.Pol Foundation YMT Dental College and Hospital, Institutional Area, Sec-4, Kharghar, Navi Mumbai-410210.

AND

Officer Incharge, National Institute for the Empowerment of Persons with Intellectual Disabilities (Divyangjan) Regional Center Navi Mumbai, Plot No.44A, Sector-5, Kharghar, Navi Mumbai-410210.

This Memorandum of Understanding (MOU) sets for the terms and understanding between Dr Meghna Vandekar and Dr Amar Katre (Partner I) AND Officer Incharge (Partner II) for the understated activities, the purpose being as under.

Contd...

*M Vandekar*

*Katre*

*[Signature]*

27 JUL 2023

जोखण - १ / उत्तम तंत्रज्ञानशास्त्राची

मुद्रांक विभाग - वेदिका अणु. क्र. 40313 दिनांक

मुद्रांक विकत घेणा-बाबत साब

पडिल्याची पत्ता



Khargh

मुद्रांक विकत घेणा-बाबत / तसेच यंत्रणे

Kiran Bhasare

मुद्रांक विकत घेणाची यंत्रणे व विकत घेणे  
राज्य स्टॅम्प बँडर, दुकान क्र. ३१, इंधान सेंटर,  
सेक्टर-१-अ, मा. डी. डी. शेलापुर, नवी मुंबई-४००६१४

(डी.डी. वी. गांधी)  
दफ्तारा क्र. १२०१०४१

ज्या कारणासाठी यंत्रणेने मुद्रांक घेतले असतील त्याबाबत कायदा लागू आहे.  
मुद्रांक घेतलेली वेळापत्रके व बाबतची तपसणी करणे आवश्यक आहे.

1. To facilitate oral and dental health assessment of the students and children, including those availing general services in **NIEPID Regional Centre**, Navi Mumbai.
2. To provide for training to the students and trainees of **YMT Dental College and Hospital** in the management of children with oral and general disabilities.
3. To provide for management procedures aimed at prevention of oral and dental diseases in students and children at **NIEPID Regional Centre**.
4. To mutually participate in community programs by either partners in a planned timely manner.
5. To collaborate for research activities conducted by either partners in alignment with the research protocol of the respective institute.

### **Reporting**

The authorized person i.e Partner I and Partner II, both will keep the record and evaluate effectiveness and adherence to the agreement and when evaluations will happen.

### **Funding**

This MOU is not a commitment of funds, both the partners are not liable to take any financial liabilities. The registration procedures of the patients/clients in general services of **NIEPID Regional Centre** Navi Mumbai and its' fees must be maintained as per the prescribed rules framed by institute and the institute will also have the right to refusal of patients/clients if any facilities unavailable at that point of time.

This MOU may be modified by mutual consent of authorized officials from the above two said partners. This MOU shall become effective upon signature by the authorized officials from the above said partners and will remain in effect for a period of 5 years until modified, terminated or extended by any one of the partners by mutual consent.

### **Terms:-**

1. These sessions are part of the curriculum for the students of **YMT Dental College and Hospital** and no additional stipend will be paid towards the same.
2. Students of **YMT Dental College and Hospital** will visit the **NIEPID Regional Centre** campus on mutually agreeable days and conduct oral examination of all students and children at **NIEPID Regional Centre**.
3. Preventive treatments including counseling, tooth brushing demonstration, topical fluoride application and fissure sealants where indicated will be provided free of cost to the students and children of **NIEPID Regional Centre**.

*M J Vardakar*

*Rath*

*A*

4. Attendance of students will be taken by the concerned faculty members of **NIEPID Regional Centre**.

5. In case of any changes, the partners as mentioned in this MOU shall communicate intimate the same in a timely manner.

This MOU primarily will continue up to 5 (Five) years (From 07/11/2023 to 06/11/2028 ). It may be extended for another period with the proper consent and understanding from the above two partners. If anyone of the partners intends to discontinue the above MOU, a notice of 2 (Two) months prior to the termination will have to be issued and the terms agreed upon.

Thank you,

Regards,

Partner I

*M J Vandekar*  
*7/11/23*

**DEAN**

**Y.M.T. Dental College  
& Hospital Kharghar,**

**Navi Mumbai - 410 210**

**Dr. Meghna Vandekar**  
Dean

Partner II

*[Signature]*  
*07-11-23*

**Officer Incharge,**

National Institute for the Empowerment  
of Persons with Intellectual Disabilities,  
Kharghar

*Katre*  
*7/11/23*

**Dr. Amar Katre**  
Head

Department of Pediatric and Preventive Dentistry  
YMT Dental College and Hospital, Kharghar

**PROFESSOR & H.O.D.  
DEPT. OF PEDODONTICS  
Y.M.T. DENTAL COLLEGE & HOSPITAL  
SECT. NO. 4, KHARGHAR,  
NAVI MUMBAI - 410 210**

**Dr. Ravi Prakash Singh**  
**OFFICER INCHARGE**  
**NIEPID RC NAVI MUMBAI**



**DR. G. D. POL FOUNDATION  
Y.M.T. DENTAL COLLEGE AND HOSPITAL**

Institutional Area, Sector-4, Kharghar, Navi Mumbai - 410210

ymtden@yahoo.com

022-27744429

SHEDDING KNOWLEDGE, EMPOWERING FUTURE

Ref No. YMTDC/1603/2023

Date: 28/06/2023

To,  
The Director/Officer In-charge,  
National Institute for Empowerment of Persons with Intellectual Disability,  
Kharghar, Navi Mumbai

Subject : Collaboration with the Department of Pediatric Dentistry,  
Dr. G. D. Pol Foundation Y.M.T. Dental College and Hospital,  
Kharghar, Navi Mumbai

Respected Sir,

In continuation with our meeting, the Department of Pediatric and Preventive Dentistry of YMT Dental College and Hospital would like to propose a collaboration with NIEPID, Kharghar for preventive and therapeutic dental health care for children with special health care needs.

As part of the collaboration, we would like to propose oral and dental checkups and preventive treatments (FASTRAC) to be conducted in the NIEPID setup and therapeutic dental treatments (requiring dental setup) in our department.

Please let us know your agreement to the same so that we may work on preparation and execution of the MOU and the other relevant details.

Awaiting your positive response.

Thanking you,

Regards,

*Amar Katre*  
28/6/23

Dr. Amar Katre  
Head of Department  
Pediatric and Preventive Dentistry,

*M.J. Vandekar*

Dr. Meghna Vandekar  
Dean

Y.M.T. Dental College  
& Hospital Kharghar,  
Navi Mumbai - 410 210

CONNECT WITH US: <https://ymtdental.org>

[dentalymt@gmail.com](mailto:dentalymt@gmail.com)

[YMT Dentalconnect](#)

[YMT Dental\\_Connect](#)

[YMT Dental Connect](#)



राष्ट्रीय बौद्धिक दिव्यांगजन सशक्तिकरण संस्थान, क्षेत्रिय केन्द्र, नवी मुंबई  
(दिव्यांगजन सशक्तिकरण विभाग)



(सामाजिक न्याय एवं अधिकारिता मंत्रालय, भारत सरकार)

**NATIONAL INSTITUTE FOR THE EMPOWERMENT OF PERSONS  
WITH INTELLECTUAL DISABILITIES (DIVYANGJAN)  
REGIONAL CENTRE, NAVI MUMBAI**

(Department of Empowerment of Persons with Disabilities (Divyangjan)  
(Ministry of Social Justice & Empowerment, Govt. of India)

Ph.: (022) 2774 6889, 2774 3983, 2774 3877 • E-mail : niepidrcnm@gmail.com | Website : www.niepid.nic.in

NIEPID/RC NM/Gen/2023-24/583

03<sup>th</sup> August, 2023.

To,

The Dean,  
Y.M.T Dental College & Hospital,  
Kharghar, Navi Mumbai

**Sub.: Collaboration with the department of Pediatric Dentistry,  
Dr.G.D.Pol Foundation Y.M.T.Dental College and Hospital,  
Kharghar, Navi Mumbai.**

Dear Madam,

With reference to your letter no. YMTSC/1603/2023 dated 28<sup>th</sup> June, 2023 regarding Collaboration with the department of Pediatric Dentistry, Dr.G.D.Pol Foundation Y.M.T.Dental College and Hospital, Kharghar, Navi Mumbai this is to inform you that this institute in principle agrees to have collaboration with your esteemed institution for oral and dental check-ups and preventive treatments (FASTRAC) for persons with intellectual and developmental disabilities attending our general services. However, the MOU will be signed after the approval from competent authority which is under process.

This is for your kind information and record please.

Thanking you

With regards,

**OFFICER  
INCHARGE  
NIEPID RC NM  
OFFICER INCHARGE  
NIEPID RC NAVI MUMBAI**





**Indian Association of Dental Students**

Registered Under Society Act of XXI of 1860

www.iadsindia.org.in



**DR. G. D. POL FOUNDATION'S  
Y.M.T. DENTAL COLLEGE AND HOSPITAL**

AFFILIATED TO MAHARASHTRA UNIVERSITY OF HEALTH SCIENCES  
RECOGNIZED BY DENTAL COUNCIL OF INDIA, NEW DELHI

## MEMORANDUM OF UNDERSTANDING

This Agreement is made and entered into as of – 08 / Feb / 2023, by and between

**Indian Association of Dental Students (IADS, India)** - a registered body under the Society Act and an official member nation of the **International Association of Dental Students (IADS)**; *the official student body of the FDI World Dental Federation, headquartered in Geneva (Switzerland).*

(Hereby referred to as "**PARTY 1**")

AND

**Dr. G.D. Pol Foundation's Y.M.T. Dental College and Hospital**, a premier academic institute situated at Institutional Area, Sector 4, Kharghar, Navi Mumbai. (Hereby referred to as "**PARTY 2**")

This agreement is between Party 1 and Party 2 for the **International Clinical Student Exchange Programme (ICEP)**.

Party 1 facilitates the official International Clinical Student Exchange Programme through partnership with select universities/ institutions globally. Party 2 has been identified, recognized and established as a collaborating academic institute in India to partake in this global student exchange activity.

**In such an endeavor;**

**Party 1 shall be responsible for :**

1. IADS shall invite International Students from all over its IADS member countries under its International Clinical Exchange Program ICEP initiative.
2. IADS expects Party 2 to arrange accommodation for the International Students for 2 weeks (AC hostels/ guest rooms if possible or neat and clean housing facility) . Food and other beverages shall be borne by the students themselves.
3. The holistic Exchange program, in its entirety, will be done via the mechanisms of the official IADS International Exchange Portal, which is monitored by various International Exchange Officer and the National Exchange officers of all countries.
4. To facilitate easy and seamless exchange program IADS will update YMT Dental College in first position so as to get maximum visibility.

**Party 2 shall be responsible for :**

1. YMT Dental College holds the right for acceptance or non-acceptance of the International students, informing Indian Association of Dental Students within 10 days of submission of request letter.
2. YMT Dental College must appoint a teaching faculty for guiding the students during clinical hours.
3. YMT Dental College should arrange a Local Organizing Committee (comprising of Student Council Members / other students) for coordination.
4. Safety and security of students for the 2 weeks shall be the responsibility of Party 2.
5. YMT Dental College can invite students for exchange from their own college and can contact Indian Association of Dental Students Officials for registration to IADS exchange portal for further activities.

ICEP nodal officer :

Dr Vaibhav Kumar +91-9742501587 ; [drvaibhav1989@gmail.com](mailto:drvaibhav1989@gmail.com)

***Term.***

This MOU will take effect from the date of its signing and shall be valid for 03 (Three) years. Either Party may terminate this MOU by providing 30 days written notice to the other Party.

***Confidentiality.***

The Parties shall protect the confidentiality of information received in implementing this MOU and in carrying out any of the programs under it. The use of confidential information is confined to the activities that are essential for providing services governed or anticipated by this MOU.

***Intellectual Property.***

The Parties shall maintain sole authority over their respective names and logos. Neither Party is authorized under this MOU to make use of the other Party's name or logos, unless such specific use is pre-approved in writing by the other Party.


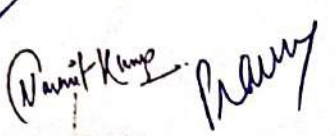
***No Partnership.***

Nothing in this MOU shall be construed as creating a joint venture or legal partnership between the Parties. Neither Party shall have the authority to bind the other Party, nor shall the employees, volunteers and agents of one Party be considered employees, volunteers or agents of the other Party. This MOU is not intended to imply a financial arrangement between the Parties. The partnership is merely a spirit of goodwill and collaboration centered on the above-described activities.

This MEMORANDUM OF UNDERSTANDING had been made to be our acknowledgement and shall be abided by both parties.


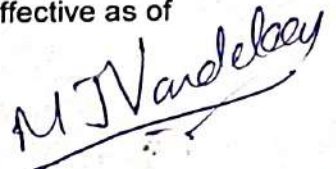
IN WITNESS whereof each of the Parties has executed this Agreement in a manner binding upon it the day and year first above written.

IN WITNESS WHEREOF, the parties have executed this Agreement effective as of the date and year first written above.

  
  
Indian Association of Dental Students

Name: Dr Navnit Kumar  
Date: 08-02-2023  
Title: President and Council Founder.



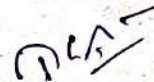
  


YMT Dental College and Hospital, Navi Mumbai

Name: Dr Meghna Vandekar  
Date: 08-02-2023  
Title: Dean.



ENRICHING MINDS, EMPOWERING FUTURE





महाराष्ट्र MAHARASHTRA



जिल्हा कोषागार कार्यालय, ठाणे  
14 SEP 2023  
प्रमुख लिपीक / लिपीक

2023 जाडपत्र - २ 70AA 144567

मुद्रांक विक्री नोंदवली  
प्रमुद्रांकवली 67898  
दस्तावा प्रकार - MOV  
26 SEP 2023  
इस्त नोंदणी करणार आहे का ?  
वेळकरीचे बीडवाचल आहे -  
मुद्रांक विक्री वेळकरीचे आहे -  
हस्तो उपलब्ध राखणे गरजेचे आहे,  
पत्ता व संपर्क -  
दस्तावा प्रकारवली नोंद -  
मुद्रांक शुल्क रक्कम -  
मुद्रांक विक्रीसाठी द्यावे (विक्री प्र. नं. को-२०२३/२०२३)  
मुद्रांक विक्री वेळकरीचे आहे (विक्री प्र. नं. को-२०२३/२०२३)  
दस्तावा नं. २६, ठाणे, महाराष्ट्र, भारत  
पत्ता (प. नं.) -  
संवादा मुद्रांक नं. १३ - २०२३



Dr. Deepak L...

**Memorandum of Understanding (MoU) for  
Conduct of Research**

This Agreement is made and entered into this 26<sup>th</sup> day of September 2023 by and between:

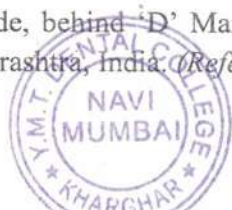
- **Dr. Nupur Sah** (Professor), **Dr. Rizwan Sanadi** (Incharge & Professor), **Dr. Tulsi Tarase** (PG Student) and **Dr. Sneha Jethwani** (PG Student); Department of Periodontology, Dr. G. D. Pol Foundation's YMT Dental College and Hospital (hereafter referred as the **First Party**), 18, Belpada Rd, Sector 4, Kharghar, Navi Mumbai, Maharashtra 410210, India.

AND

- **Clinsearch Healthcare Solutions Pvt. Ltd.** (hereafter referred to as the **Second Party**), with office at 401, ... Bldg.No. 3, Highland Arcade, behind 'D' Mart, Kolshet Road, Off. Ghodbunder Road, Dholwadi, Thane (W) 400607, Maharashtra, India. (Refer to Annexure D)



Nupur Sah



For conduct of research/study as below:

**“Effect of desensitizing dentifrice (Senquel FF®) on the microhardness of enamel under pH cycling conditions - An invitro study”**

The first party has agreed to participate in the above mentioned in-vitro study funded by the Sponsor (Dr.Reddy’s Laboratories Ltd., Hyderabad, Telangana State, India), which the first party intends to carry out using the Senquel FF desensitizing dentifrice (“The Investigational Product”), and

Sponsor has appointed a CRO named “Clinsearch Healthcare Solutions Pvt Ltd.”, with office located at 401, 4th floor, Bldg. No. 3, Highland Arcade, behind ‘D’ Mart, Kolshet Road, Off. Ghodbunder Road, Dhokali, Thane (W) 400607, Maharashtra, India (CHSPL) for monitoring of this study.

The second party is entering into an agreement with the first party whereby the terms and conditions governing the conduct of the study at the site have been incorporated.

Subject to the condition of obtaining the approval from the YMTDC Institutional Ethics Committee (IEC), the first party intends to participate in the study by rendering the services and agree to the following:

**1. STUDY SITE (YMTDC):**

The first party agrees to conduct of the study on Senquel FF desensitizing dentifrice at their site(s) in accordance with the following standards:

- a) The current ICH Harmonized Guideline for Good Clinical Practice 2023 (ICH E6 R3).
- b) The current Indian Ministry of health and Family Welfare Guidelines for good clinical practice titled, “Good Clinical Practices for Clinical Research in India”.
- c) The written requirements of the YMTDC Institutional Ethics Committee and.
- d) The first party requirements.
- e) All policies and procedures of the first party.

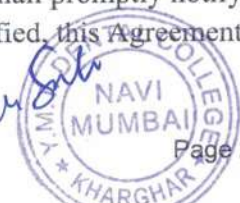
**2. PERFORMANCE:**

a) Protocol and Standards:

The first party hereby confirms that their research team is properly trained concerning the Study Protocol and Standards. The first party agrees to the final Study Protocol and to perform the study in strict accordance with this Agreement.

b) Subcontracting: Services of First Party/Study site:

Without any prior intimation to the second party, the study site (first party) shall not subcontract the performance of any or all its obligations under this Agreement to any third party. The services of the first party are considered essential for the performance of this Agreement. If for any reason the first party becomes unavailable or otherwise unable to supervise and direct the activities under this Agreement, first party shall promptly notify the sponsor. If a mutually acceptable successor is not promptly identified, this Agreement may be terminated by the sponsor.



c) Confidentiality:

Definition: During the term of this agreement, the first party may have access to information, know-how, knowledge, and data in oral, written, electronic, graphic, or other tangible form, confidential or proprietary to Sponsor or to Sponsor's other collaborators and is, therefore of a confidential nature (confidential information). Confidential information shall include the Study Protocol, Sponsor's Investigator's Brochure concerning the Investigational Product data, all Study Data, all documents maintained in the Study Record Binder (site documentation), any other data emerging out of the protocol, any other information supplied by Sponsor / Sponsor's representatives of second party during the course of the study and clinical development plan, except the information already existing in the public domain, and all results and reports obtained, collected, conceived, processed and developed pursuant to this Agreement.

- i. Use: The first party shall hold all confidential information and shall disclose confidential information only to its Co-Investigators, hospital staff, and employees who have a need to know such confidential information for the purpose of this agreement and who agrees in writing to keep such confidential information, confidential, under terms substantially similar to those set forth herein. The first party shall use confidential information for the sole purpose of providing services under this Agreement and shall not use confidential information for own benefit at any time. No right or license under any patent application, trade secret or other proprietary right now or hereafter owned or controlled by the Sponsor, or other collaborators is granted to the first party from the provision of confidential information hereunder. The first party shall comply with the Study Data Confidentiality conditions.
- ii. Provision to Second party: The first party agrees that, at any time upon second party's request, it should promptly provide to the second party's representatives respectively, copies of all Confidential Information under this Agreement. The first party further agrees that upon any termination or expiration of this Agreement, it shall at Sponsor's discretion, or destroy all copies of all Confidential Information; however, that the first party may retain two (2) archival copies, with obligation to maintain the confidentiality of such confidential information for the period of 15 years.

d) Work Product:

- i. Definition: The Parties agree that all work performed by the first party hereunder including, without limitation, all study data, results, reports, inventions, discoveries, new uses, or know-how obtained, collected, conceived, processed, developed, improved, or reduced to practice by first party pursuant to this Agreement (collectively, work product) shall be the property of the second party.
- ii. Disclosure, Assignment and Provision to second party's representatives: The parties agree that the first party should promptly disclose to the second party any and all work related to the product comprising inventions, discoveries, new uses, or know-how obtained. As per the agreement, the second party can review and obtain copies of all work related to the product including and without limitation, all study data, in an agreed-upon format and with a complete glossary of terms used for such data.
- iii. Materials: The study medication and other tangible material provided to or obtained by the first party under this Agreement (collectively, the Materials) shall be the property of



the both the parties. The first party shall use the Materials for the sole purpose of providing services under this agreement and shall not use the materials for their own benefit at any time. Upon any remaining Investigational Product and other Materials received or obtained hereunder in accordance with the Protocol, standards, and the directions of second party.

e) Ethical Approval:

The first party shall petition for written certification of ethical approval of the Study from its YMTDC Institutional Ethics Committee. The first party shall keep the second party fully advised of the progress of such submission and shall, upon request, provide the second party's representatives with all correspondence relating to such submission. The first party shall obtain such certification prior to study initiation, annually after obtaining such certification, and prior to implementing any changes to the Study Protocol. Upon receipt of such certification, the first party shall promptly provide a copy to the second party's representatives.

f) Documentation and Material (Supplies):

All supplies provided to the first party for the purpose of carrying out the Study are supplied only for the purpose of the study and must not be used for any other purpose whatsoever. The first party is responsible for the security and accountability of all supplies.

- g) The inventory must be available for monitoring, auditing, and inspection. When the study is completed, or if it is prematurely terminated, any supplies of unused material for the Study, supplied by the second party (except documentation required to be retained by the first party), must be returned to the second party, or destroyed at site, alternatively. In the latter case, the identification and quantity of each unit of study medication, the method of destruction and the person in charge must be documented.

Monitoring, Quality Assurance, and Inspection by Authorities:

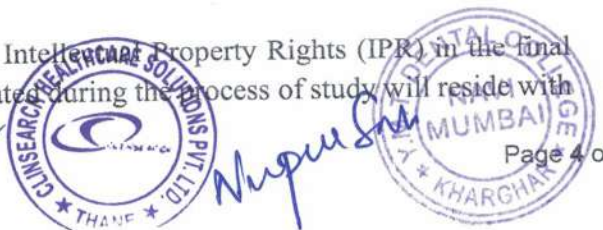
The Study will be monitored by the second party's representatives. Its representatives (alone or together with representatives from second party) will be allowed access to all information resulting from this Study and second party will have an unrestricted right to use such information.

3. WARRANTIES AND DISCLAIMER OF WARRANTIES:

The first party warrants that all services provided under this Agreement will be provided in a professional and workmanlike manner, in compliance with the Standards and the terms of this Agreement.

4. PUBLICATION OF RESULTS:

- a) Both the first party and second party's representatives shall treat matters of authorship in a proper, collaborative spirit, giving credit where it is due and proceeding in a manner that fosters cooperation and communication.
- b) It is hereby expressly made clear that all Intellectual Property Rights (IPR) in the final test report as well as in the material generated during the process of study will reside with





the sponsor.

- c) The first party will provide a final report in respect of the study on its letter headed to sponsor. The first party will not have any objection in respect of the use of the results of the study alone, after the explicit one-time approval from the first party.

5. **FINANCE:**

- a) The expenses of the study shall be paid by the second party and are estimated not to exceed the amount mentioned in the total projected budget (Annexure A) and if it exceeds it will be mutually agreed upon on reasonable grounds and prior approval from the Sponsor.

Funds shall be paid by the second party to the first party for the satisfactory and timely performance under this Agreement, as per the payment details, terms and conditions laid out in *Annexure A*.

6. **STUDY DURATION:**

The first party intends to carry out an Invitro study on the Effect of desensitizing dentifrice (Senquel FF®) on the microhardness of enamel under pH cycling conditions, at Dr. G. D. Pol Foundation YMT Dental College and Hospital, 18, Belpada Rd, Sector 4, Kharghar, Navi Mumbai, Maharashtra 410210, India as per the timelines laid out in *Annexure B*.

7. **NOTICE:**

Any notice required or permitted here under shall be in writing and shall be deemed given as of the date it is (A) delivered by hand or (B) received by registered or certified mail, postage prepaid, return receipt requested, or received by facsimile and addressed to the party to receive such notice at the address set forth below, or such other address as is subsequently specified in writing:

If to First Party:

Representative Dr. Nupur Sah, Professor, Department of Periodontology, Dr. G. D. Pol Foundation YMT Dental College and Hospital, 18, Belpada Rd, Sector 4, Kharghar, Navi Mumbai, Maharashtra 410210, India.

If to Second Party:

Dr. Deepak Langade, Clinsearch Healthcare Solutions Pvt. Ltd., 401, 4th floor, Bldg. No. 3, Highland Arcade, behind 'D' Mart, Kolshet Road, Off. Ghodbunder Road, Dhokali, Thane (W) 400607, Maharashtra, India.

  
  
Nupur Sah



IN WITNESS WHEREOF, the parties hereto have executed bipartite Agreement and proper persons thereunto duly authorized.

**For First Party,**

*on behalf of the institute and research team (Representative)*

*Nupur Sah*

**Dr. Nupur Sah**

Designation: Professor, Department of Periodontology, Dr. G. D. Pol Foundation, YMT Dental College and Hospital

(Principal Investigator)

Date: 27/9/2023

Seal:



**For Second Party,**

*Deepak Langade*



**Dr. Deepak Langade**

Designation: Managing Director, Clinsearch Healthcare Solutions Pvt. Ltd.

Date: 26/09/2023

Seal:

## ANNEXURE A: Site Budget and Payee details & Disbursement schedule

Milestone	Tranche	Amount	Remarks
1 <sup>st</sup>	25%	INR 29,500	Before the pilot, on MOU registration. Assessment of feasibility and budgeting.
2 <sup>nd</sup>	75%	INR 88,500	After pilot study
Other expenses	At actuals	-	As per need on receipt of invoice from PI.
Total budget	-	1,18,000	One lakh, eighteen thousand only

Total budget INR 1,18,000.00 plus GST @18% (9% SGST/9%CGST) subject to availability of GST registration number.

Study proceedings will be initiated only after the disbursement of the tranche as mentioned above.  
Payment timelines: 30 days after invoicing (subject to receipt from sponsor)

### Payee details:

- Name: YMT DENTAL COLLEGE AND HOSPITAL PG
- Account Name: YMT DENTAL COLLEGE AND HOSPITAL PG
- Bank name: ABHYUDAYA CO-OP BANK LTD.
- Type of account: CURRENT A/C
- Branch name: KHARGHAR, NAVI MUMBAI
- Account No.: 056021100000490
- IFSC Code: ABHY0065042
- MICR No.: 400065042

### CHSPL details for taxation purpose:

- Name: Clinsearch Healthcare Solutions Pvt. Ltd.
- PAN no.: AADCC8946K
- GST registration no.: 27AADCC8946K1Z5



Nrupen Sahu



## ANNEXURE B: Study Timelines (Subject compliance to Annexure A)

Protocol draft approval:	10 days from MOU signing.
Pilot study:	Within 20 days after IEC approval.
Full study:	Remaining samples in 4 batches with each sample requiring 20 days for processing.
Statistical Analysis and results:	20 days from final sample processing.



## ANNEXURE C: Study Team Members

Role	Name	Designation
PI	DR. NUPUR SAH	PROFESSOR Department of Periodontology Dr. G. D. Pol Foundation, YMT Dental College and Hospital, Kharghar, Navi Mumbai Contact: 9769048494 Mail: sahnupur02@gmail.com
Co-PI	DR. RIZWAN SANADI	INCHARGE & PROFESSOR Department of Periodontology Dr. G. D. Pol Foundation, YMT Dental College and Hospital, Kharghar, Navi Mumbai Contact: 9730858235 Mail: drriz28@yahoo.com
Research Assistant	DR. TULSI TARASE	POSTGRADUATE STUDENT Department of Periodontology Dr. G. D. Pol Foundation, YMT Dental College and Hospital, Kharghar, Navi Mumbai Contact: 9930348436 Mail: tulsitarase00@gmail.com
Research Assistant	DR. SNEHA JETHWANI	POST GRADUATE STUDENT Department of Periodontology Dr. G. D. Pol Foundation, YMT Dental College and Hospital, Kharghar, Navi Mumbai Contact: 7506853424 Mail: jethwani.sneha@gmail.com

  
  
*Nupur Sah*



## ANNEXURE D: Supplementary Agreement (DRL and Clinsearch)

### STATEMENT OF WORK

This Statement of Work ("SOW") is effective as of 9/7/2023 ("SOW Effective Date"), between

Dr. Reddy's Laboratories Limited, a company incorporated in India under the Companies Act 1956 with its registered office at 8-2-337, Road no., Banjara Hills, Hyderabad, Telengana- 500034, India (hereinafter referred to as "DRL/Dr. Reddy's"), which expression unless repugnant to the context or meaning thereof shall be deemed to mean and include its successors and assigns.

And

Clinsearch Healthcare Solutions Pvt. Ltd, a sole proprietor/ partnership firm/entity incorporated/registered under the laws of India and having its office or principal place of business at 401, 4th floor, Bldg. No. 3, Highland Arcade, Behind 'D' Mart, Kolshet Road, Off. Ghodbunder Road, Dhokali,, Thane, Maharashtra, India - 400607(hereinafter referred to as "Service Provider"), which expression unless repugnant to the context or meaning thereof shall be deemed to mean and include its successors and assigns.

Whereas, **Dr. Reddy's** and **Service Provider** have entered into the **Master Services Agreement** dated 12/31/2021 (hereinafter "**Agreement**"); and

Whereas, pursuant to the **Agreement** referenced above, **Service Provider** has agreed to perform certain **Services** described in more detail hereunder (hereinafter "**Services**"), by executing this SOW.

**Now, therefore, in consideration of the foregoing and the promises, covenants and agreements hereinafter set forth, and in further consideration of certain other valuable consideration, the receipt and sufficiency of which each of the parties expressly acknowledges, Dr. Reddy's and Service Provider hereby agree by and between themselves as follows:**

1. **Services-** **Service Provider** shall perform **Services** as set out below:
  1. Site Coordination and oversight (Overall Site Management)
  2. Manuscript Preparation
  3. Manuscript submission to the Journal
  - Any additional work done would be charged additional on mutually agreed terms.
  - The agreement will be valid till end of the services.
  - The actual pass through fees will be reconciled before the final milestone settlement

DRL IRN: 1000\_2023\_166399

  
Nigam Singh



1. **Term and Completion of Services** – this SOW shall be in force for a period of 12 months from the SOW Effective Date or until such later date as Dr. Reddy's may agree to for the completion of Services.

2. **Cost of Services** – In consideration of the Services to be performed by the Service Provider, Dr. Reddy's agrees to pay the Service Provider the following fees:

Total (in words)	₹ 6,88,810 & 00/100 Only
1 Initiation of Work	50% Rs. 3,44,405
2 Submission of Manuscript to the Journal	50% Rs. 3,44,405

1. GST @18% will be extra on total value 2. Any other costs (Octroi, transportation, sample shipment to dental college, archival) be handled as pass through costs to be paid by Dr. Reddy's on actuals on receipt of supporting, and undisputed invoice  
\*GST as applicable will be charged at the rate prevailing on the date of Invoicing.

The total compensation payable to Service Provider shall not exceed this amount without prior written authorization of DR. REDDY'S. Service Provider shall monitor cost and provide to Dr. Reddy's sufficient notice and justification for any request to exceed this amount.

4. **Payment Terms** - payment to Service Provider for performance of the Services shall be made within 60 working days from the date of receipt of invoice which shall be submitted after completion of the Services.

5. **Incorporation by Reference; Performance of Services** - the provisions of the Agreement are hereby incorporated by reference into and made a part of this SOW. In the event of a conflict between the terms and conditions of this SOW and those of the Agreement, the terms of the Agreement will take precedence and control over those of the SOW, except for conflicts, if any, concerning Service Provider's compensation as it appears herein. No provision in this SOW shall effect a waiver or amendment of any term or provision of the Agreement with respect to any other SOW.

In witness whereof, the parties have caused their duly authorized representatives to execute and deliver, in two equal counterparts, this SOW, as of the date first written above.

Dr. Reddy's Laboratories Limited  
By: DocuSigned by:  
*Dr. Bhavesh Kotak*  
FC4839F6482F413...

Clinsearch Healthcare Solutions Pvt. Ltd  
By: DocuSigned by:  
*Dr. Deepak Langade*  
CB2A5A0F9E23447...

DRL IRN: 1000\_2023\_166399





Name: Dr Bhavesh Kotak
Title: Head Medical Affairs
Date: 12-Sep-2023   3:02 PM IST

Name: Dr. Deepak Langade
Title: Managing Director
Date: 11-Sep-2023   5:53 PM IST



Date – 28/06/2023

## Memorandum of Understanding

This is the basic memorandum of understanding between

1. **Dr. G. D. Pol Foundation YMT Dental College and Hospital**, Institutional Area, Sector -4, Kharghar, Navi Mumbai, Maharashtra 410210, through its Dean **Dr. Meghna Vandekar**, herein after referred to as Client (First Party) AND
2. **Think Monk EduTech Pvt. Ltd.** a company incorporated in India under Indian Companies Act 2013, having its head office at 21, Yogi Nivas, Kisan Road, Malad West, Mumbai, Maharashtra 400064 represented by **Mr. Jaimin Shah** herein referred to as Service Provider (Second Party)

### A. Ground of MoU

1. Providing 'Teach Us – The College Intelligence App' to manage the academic process of the institute.

### B. Scope of the service

#### 1. App features

a. Intelligent Analytics	b. Attendance Recorder
c. Syllabus Recorder & Tracker	d. Digital Notice Board
e. Faculty Feedback	f. Event Attendance
g. Faculty Log-Book	h. Real-Time Notification
i. Lecture Scheduler	j. Digital Notes Sharing

#### 2. Platform specifications

- a. Mobile - Android 5.0 and above, iOS 10.0 and above
- b. Web version - compatible with any laptop/desktop

3. Types of users

- a. College Admins (Authorities/Principal/Vice-principals/HODs/Coordinators/Class-teachers)
- b. Teaching faculties
- c. Students
- d. Parents

4. Following services will be included

- a. One time data entry of all the students, faculties, parents and college admins with any changes within a week
- b. Three data updates after first week of profile creation
- c. One virtual training session for all the college admins and faculties
- d. All the technical assistance on WhatsApp

**C. Duration of the MoU**

1. Twelve (12) Months. From July 01, 2023 to June 30, 2024
2. This MoU will automatically get dissolved after the duration of the services

**D. Commercial**

1. Teach Us App – Academic Management (Mentioned in point B.1) – ₹ 30,999
2. GST of 18% will be applied to the invoice.
3. The invoice will be generated annually at the beginning of the agreement

Note – All the commercials are based on the student range of 200-499. Rates will be different with the change in the range.

**E. Exchange of data**

1. Second party will require data (from the first party) of all the faculties and students who'll be using the system in the prescribed format, in order to create their customised profiles
2. The data will be secured with the second party and will only be used for providing the services. No data at any point will be shared with any third party by the second party.

Signed by -

For Dr. G. D. Pol Foundation YMT Dental College and Hospital -

*MJVandekar*

---



**Dr. Meghna Vandekar**

Dean

DEAN

Y.M.T. Dental College  
& Hospital Kharighar,  
Navi Mumbai - 410 210

For Think Monk Edutech Pvt. Ltd.

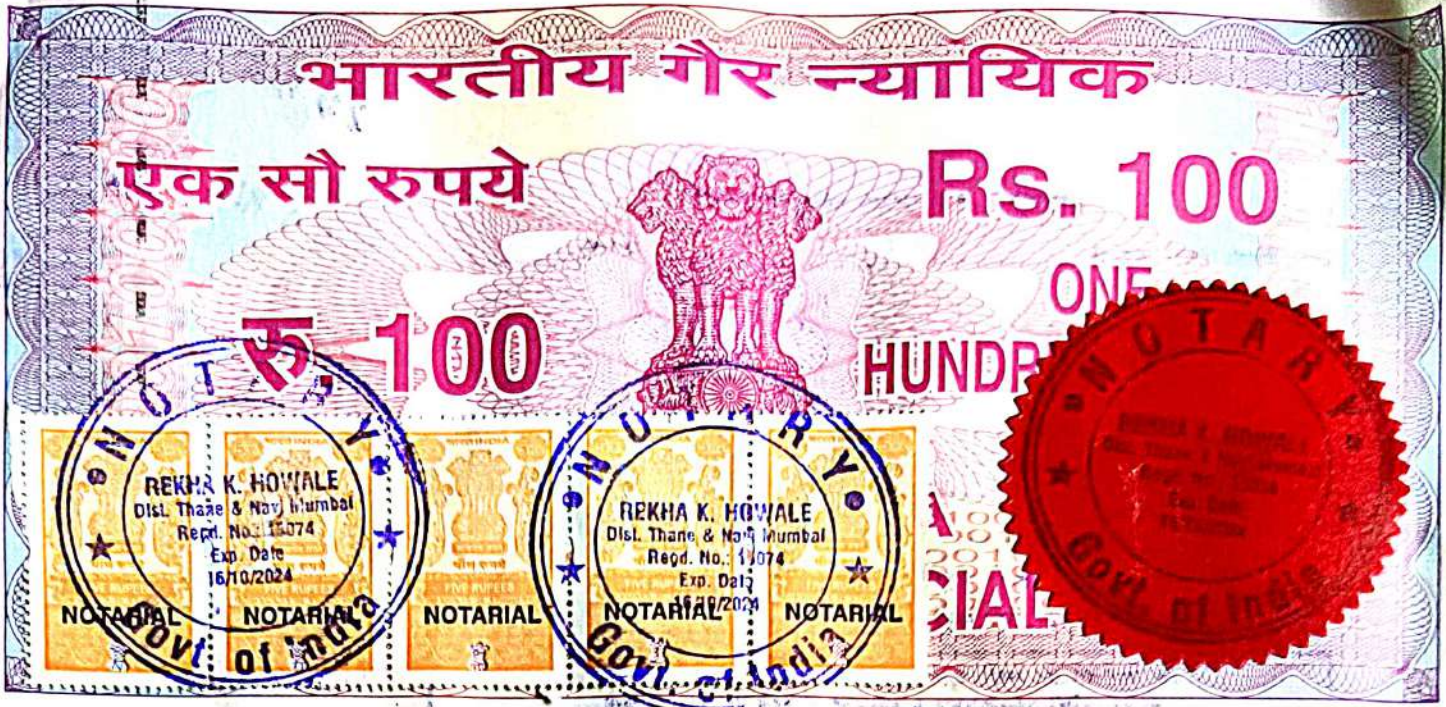
*J.C. Shah*

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**Mr. Jaimin C. Shah**

Director



महाराष्ट्र MAHARASHTRA

2023

97AA 110842



जिल्हा कोषागार कार्यालय ठाणे  
Memorandum of understanding (MOU)  
Between  
20 MAR 2024  
Dr. G.D. Pol Foundation  
मुद्रांक प्रमुख लिपि YMT Dental College & Hospital



AND  
Aai Baba Foundation  
(De- Addiction & Rehabilitation  
Center)

This Memorandum of Understanding is made and entered into at Navi Mumbai on this 20<sup>th</sup> day of the month of March, 2024.

Dr. G.D. Pol Foundation YMT Dental College & Hospital (YMT DC & H), Institutional area, Sector 4 Kharghar an organization represented by Dr. Meghna Vandekar (Dean, thereafter called YMT DC & H unless specified otherwise), as the Party of the **FIRST PART.**

AND

Aai Baba Foundation (De- Addiction & Rehabilitation Centre), having registered office at Jambhale Farm House, Asrewadi Road, Old Mumbai – Pune Highway, Chowk – Phata, Tal – Khalapur, Dist. Raigad, through the authorized signatory, hereinafter as the Party of the **SECOND PART.**

20 MAR 2024

20 MAR 2024



जोडपत्र - १ / फक्त प्रतिज्ञापत्रासाठी

मुद्रांक तिकीट नोंदणी अनु. क्र. 115960 दिनांक

मुद्रांक तिकीट घेणा-याचे नाव

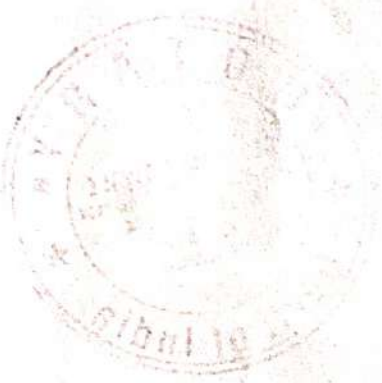
पत्निवासी वता



मुद्रांक तिकीट घेणा-याची / हस्ते मती Kishan Bhosale

मुद्रांक विक्रीसाठी सही व विक्रीचे ठिकाण  
राजे स्टॅम्प सेंटर, दुकान क्र. ३१, प्रभात सेंटर,  
सेक्टर-१-अ, सी.बी.डी. बेलघाट, नवी मुंबई-४००६१४  
(सी.डी.बी.राजे)  
पत्निवासी क्र. १२०१०४१

ज्या व्यक्तीसाठी याची मुद्रांक खरेदी केला त्याची स्वयं व्यक्तीसाठी  
मुद्रांक खरेदी करण्यात येऊ नये असे सूचना देण्यात आले आहे.





## PURPOSE OF THE COLLABORATION

Dr. G. D. Pol Foundation Y.M.T Dental College and Hospital envisions to provide dental and oral comprehensive treatment along with oral health education to one and all, including the underprivileged and under-served communities with aim of promoting universal healthcare coverage.

Whereas the goals of Aai Baba Foundation provides personalized residential de-addiction service where the staff works on daily basis with every inmate to ensure lifelong recovery.

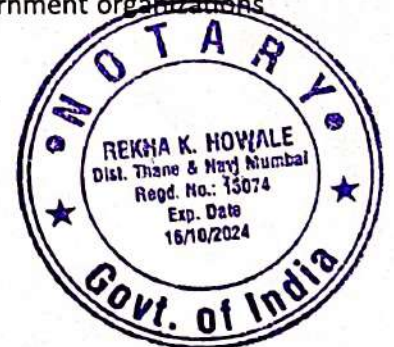
The purpose of the agreement is dental satellite center mediated active and passive collaboration between the two parties under the below mentioned deliverables.

## DELIVERABLES

### FIRST PARTY:

- 'YMT DC & H' shall be providing the healthcare professional task force, manpower, dental equipment for comprehensive oral screening of the beneficiaries.
- 'YMT DC & H' shall institute standard methodology for screening the attendees and instilling awareness regarding Oral Pre-cancer and Oral Cancer maladies.
- 'YMT DC & H' shall liaison with partners and beneficiaries of Aai Baba Foundation.
- "YMT DC & H' shall engage the attendees with oral health education and health promotion activities like tobacco / substance misuse, cessation counseling
- Referral to designated treatment facility of YMT DC & H, for the beneficiaries to avail dental treatment.
- 'YMT DC & H shall strive to work with Aai Baba Foundation to mobilize grants and collaborative associations from government /non-government organizations and offshore international organizations.
- Mention about activities on website / social media channel.

*M*  
*Rm*



## SECOND PARTY:

- Aai Baba Foundation shall be preferred associate partner for 'YMT DC & H' in targeted and focused activities of community engagement and mobilization for their inmates.
- Organize workshops, talks for students during the academic session.
- Collaborate in organizing family health forums, health education dissemination and discussions.
- Aai Baba Foundation and its representatives shall strive to work with 'YMT DC & H' to mobilize grants and collaborative associations from government /non-government organizations and offshore international organizations.
- Mention about the activities on website / social media channel.

## RESEARCH ACTIVITIES

Primary data collected will be collected by YMT DC & H including demographic data and clinical data.

These statistics and reports shall be shared with Aai Baba Foundation.

Written informed consent for participation in research has to be received from the participants in the language they are comfortable in.

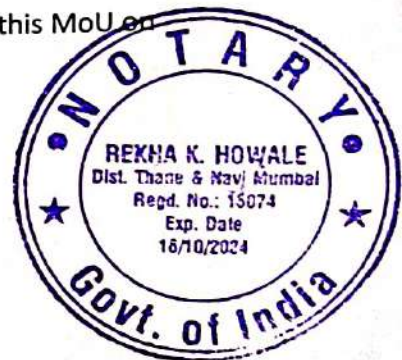
Screening and referral treatment for all attendees irrespective of their participation in research extension activity is mandatory.

Due credit and mention shall be provided to Aai Baba Foundation during research publication dissemination.

## COMMENCEMENT AND TERMINATION OF AGREEMENT

This Memorandum of Understanding shall become effective upon signature by both the parties and certification of the facility site. It shall remain in full force and effect for a period of 10 years or, till either of the parties expresses to dissociate/terminate the MoU.

There are no financial implications for carrying out any activities pertaining to this MoU on either party.



*M*  
*Dm*



**LAW APPLICABLE**

The Memorandum of Understanding shall be construed and governed in accordance with the laws of India.

**ADDRESSES FOR CORRESPONDENCE**

In witness thereof, the parties herein have appended their respective signatures on the day and the year above stated.

**For,**

Dr. G.D. Pol Foundation  
Y.M.T. Dental College & Hospital

**For,**

Aai Baba Foundation

*M Vandekar*

20/3/24,  
Dr. Meghna Vandekar  
Dean

**DEAN**  
Y.M.T. Dental College  
Institutional Area,  
Sector -4, Kharghar,  
Mumbai - 410 210



**AAIBABA FOUNDATION**

*Pravin Navre*  
Pravin Navre  
Founder/Chairman **Authorised Signatory**

**21 MAR 2024**

**ATTESTED BY ME**

*Rhuel*

21/3/2024

**REKHA KISHORE HOWALE**  
Advocate & Notary Public  
Shop No. 13, Prabhat Center  
Ground Floor, Sec. 1A,  
CBD Belapur, Navi Mumbai-400614

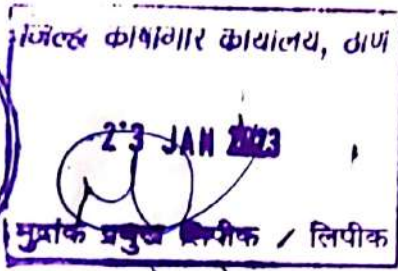




महाराष्ट्र MAHARASHTRA

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BW 165126



23/01/2023

### MEMORANDUM OF UNDERSTANDING

BETWEEN

Dr. G. D. POL FOUNDATION

AND

TATA MEMORIAL CENTRE

ADVANCED CENTRE FOR TREATMENT, RESEARCH & EDUCATION IN CANCER

DATED THIS 31<sup>st</sup> DAY OF January 2023

### MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING ("MOU") is made and executed on this 30th day of January 2023.

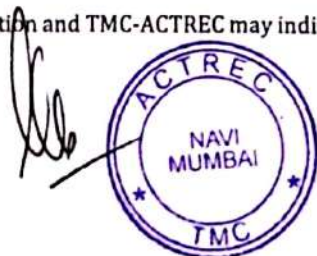
BETWEEN

Dr. G. D. Pol Foundation, having expertise in the area of Homeopathic Ayurvedic, Dental, Nursing & Physiotherapy education and research, established under a special state act of Govt. of Maharashtra, India & with Central Govt. Authority having its office at Kharghar, Navi Mumbai, Maharashtra, India of the **FIRST PART**;

AND

TATA MEMORIAL CENTRE- ADVANCED CENTRE FOR TREATMENT, RESEARCH & EDUCATION IN CANCER, (TMC-ACTREC) a grant-in-aid institution under the Department of Atomic Energy, Government of India, having its office at Tata Memorial Hospital, Dr. E Borges Road, Parel, Mumbai 400012, India, of the **SECOND PART**;

Dr. G. D. Pol Foundation and TMC-ACTREC may individually be referred to as "**Party**" or collectively as '**the Parties**'.



Handwritten signature and date: 1/2/23



## PREAMBLE

- A. Dr. G. D. Pol Foundation and TMC-ACTREC hereby conclude a Memorandum of Understanding ("MOU") for joint activities to promote understanding and friendship to further education and collaborative research relating to health, fitness, traditional and complementary medicine. Both institutions shall encourage and facilitate these exchanges of activities between the two institutions, consistent with the goals and objectives of each institution, availability of personnel, space and materials guided by the rules and regulations of Maharashtra & India.
- B. The Parties shall endeavour to take necessary steps to encourage and promote cooperation in the following areas:
- (a) To plan, develop and conduct care of terminally ill patient based on available facilities
  - (b) To plan, develop and conduct educational and training programmes (hereinafter referred to as "**Programmes**") that will benefit both Parties. The specific nature of Programmes and the duration, costs and other terms and conditions with regard to the implementation of such Programmes shall be mutually agreed to in writing by the Parties;
  - (c) To facilitate implementation of staff exchange activities subject to prevailing organisational policies;
  - (d) To promote the exchange of students to the mutual benefit of both institutions;
  - (e) To plan and implement collaboration programmes in the field of teaching, research, development and consultancy studies;
  - (f) To promote the participation in seminars, symposiums and other types of academic discussions of both institutions;
  - (g) To collaborate in any other areas as may be mutually agreed upon by the Parties;
  - (h) Any other areas of collaboration as may be agreed to by the Parties in writing.

## ARTICLE 1

### Life Care for terminally ill patient

- 1.1. Both the parties would like to partner for care of terminally ill patient based on available facilities with both the institution.
- 1.2. Dr. G. D. Pol Foundation shall have to provide the operational facilities including beds, basic medical equipments and human resources including Nursing and Medical services professionals.
- 1.3. The care plan for each patient shall be decided by team of ACTREC and Dr. G. D. Pol Foundation medical professional.



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- 1.4. Technical and training support for the involved professional to empower them to provide hopes and end of life care (EOLC) shall be provide by ACTREC.

1.5. **ARTICLE 2**

**TEACHERS AND STUDENTS EXCHANGE PROGRAMMES**

- 2.1 The Parties shall encourage teachers' and students' exchange for the purpose of experience and training. The details of the expenses of each programme shall be elaborated based on the nature of the programme.

**ARTICLE 3**

**SCIENTIFIC RESEARCH AND STAFF DEVELOPMENT**

- 3.1 The Parties shall work towards collaboration in research projects in priority areas based on available expertise and facilities. These projects may include research fellowships for researchers for a period of time based on the respective projects. Availability of research grants may provide opportunities for fellowships for trainee staff and faculty members.
- 3.2 The Parties shall encourage submission for joint proposals of multi-centre research projects to national and international organisations and institutions providing research grants. There shall be a joint effort to publish medical journals and textbooks.
- 3.3 The Parties shall collaborate in scientific presentations at national and international conferences.

**ARTICLE 4**

**TEACHING AND LEARNING MATERIALS**

- 4.1 The Parties shall encourage collaborative development of learning and teaching material in electronic form and in the form of hard copies. The development of on-line lectures and tele-video conferences shall be encouraged.

**ARTICLE 5**

**STAFF AND FACULTY DEVELOPMENT**

- 5.1 The Parties shall encourage the organisation of joint workshops on teaching skills (methodologies, paper writing, data collection etc.). There shall be joint efforts to establish a curriculum which incorporates ethics and character building for undergraduate and postgraduate students in medical education and training.

**ARTICLE 6**

**OPTIMISATION OF RESOURCES / FACILITIES**

- 6.1 The Parties shall encourage the optimisation of resources and/or facilities of their respective faculties. All costs for the procurement of equipment and development of teaching aids shall be subject to prior written approval of the Parties.



A handwritten signature in blue ink is written over the date "12/23".

**ARTICLE 7  
COMMENCEMENT AND DURATION**

- 7.1 This Memorandum shall be effective from the start of the Parties' academic year. The term of this agreement shall be for **three (3) years**. This Memorandum may be reviewed, evaluated, adjusted and extended for such further period, as may be agreed by the Parties in writing.
- 7.2 The Parties shall at all material times render the fullest co-operation to the other in order to ensure the success of the parties in achieving the objectives contemplated in this MOU.

**ARTICLE 8  
FINANCIAL CONSIDERATIONS**

- 8.1 The Parties acknowledge that in the absence of any specific arrangement in writing to the contrary, each party shall be responsible for its own costs and expenses in establishing and conducting programs and activities contemplated under this MOU, including its costs and expenses in travel and accommodation. If negotiations in respect of the transaction contemplated by this MOU prove abortive for any reason, each of the Parties shall be responsible to pay their own costs and expenses, and any work carried out by either Party under this MOU or otherwise shall be on a risk basis and neither Party shall be liable for any loss or damage suffered by the other (including consequential loss or damage), howsoever caused, which may arise from the performance of this MOU.

**ARTICLE 9  
PRINCIPAL CONTACTS FOR THE AGREEMENT**

- 9.1 DR.G.D.POL FOUNDATION, the responsible Institutions for administering this exchange programme shall be the President of Dr. G. D. Pol Foundation or his/her designated representative.
- 9.2 At TATA Memorial Centre, the responsible Institutions for administering this exchange programme shall be the Director of ACTRC-TATA MEMORIAL CENTRE or his/her designated representative.
- 9.3 Any agreements between the Parties on other matters of collaboration shall be subject to specific approval and shall be agreed by a further agreement or Memorandum of Cooperation.

**ARTICLE 10  
INTELLECTUAL PROPERTIES**

- 10.1 The Parties agree that any intellectual property rights arising from or in connection with any program or activity under this MOU, through and by the joint and collaborative efforts of both Parties shall be subject to other terms and conditions as may be agreed upon in writing.



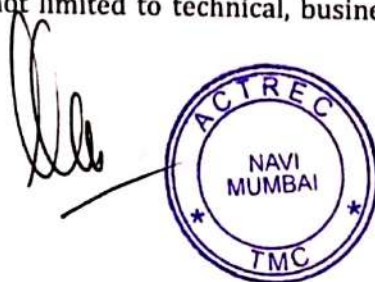
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- 10.2 Both Parties shall acknowledge one another in any form of writing, publication or presentation based on research derived from cooperative efforts of both Parties under this MOU, unless otherwise mutually agreed upon in writing by the Parties.
- 10.3 The Parties acknowledge and agree that any and all patents, copyright, trademarks, trade names, designs (whether registered or not), trade secrets, confidential information and other intellectual property or proprietary rights ("Intellectual Property Rights") subsisting in all materials and documentation provided by either Party to the other Party under this MOU or which either Party has access to by virtue of this Agreement, are the exclusive property of each of the respective Parties and no such rights are in any way transferred to either Party during this MOU.
- 10.4 Either Party shall not, during or at any time after termination of this MOU, in any way claim, question or dispute the ownership of each of the respective Parties to any Intellectual Property Right referred to in this Clause.
- 10.5 Both Parties shall share all data and research findings, patent right, copyright and any other Intellectual Property Rights resulting from the cooperative efforts of both Parties subject to Clause 10.1, 10.3 and 10.4 above.
- 10.6 The Proprietary Data shall remain the absolute unencumbered property of its owner. Nothing in this MOU or in the any agreed program or activity contemplated in this MOU shall give any party any right, title or interest in or to the Proprietary Data of the other party. For the purposes of this clause, "Proprietary Data" means in respect of each party, the intellectual property rights owned by that party before the entering into of this MOU.
- 10.7 The protection of intellectual property rights shall be enforced in conformity with national laws, regulations, rules and policies.
- 10.8 The use of name, logo and/or official emblem of any of the Parties on any publication, documents and/or paper is prohibited without the prior written approval of either Party.

**ARTICLE 11**  
**CONFIDENTIALITY AND NON-SOLICITATION**

- 11.1 Each of the Parties to this MOU shall at all material times use its best endeavours to keep the contents of this MOU confidential and neither Party shall publish or otherwise make public the contents of this MOU and any confidential information made available to each other except with the prior written consent of the other Party or in accordance with the order of a court of competent jurisdiction or as required by any regulatory or governmental authority or has been or hereafter rightfully acquired by any Party hereof from third Parties without any obligation to keep the information confidential.
- 11.2 For purposes of this MOU, "confidential information" means any information either in tangible form, or oral, or in intangible form whether prior to or hereinafter disclosed by a Party (the disclosing Party) to the other Party (Receiving Party) in the course of this MOU involving but not limited to technical, business, marketing, policy, know how, planning,

Page | 5





A handwritten signature in blue ink is written above the date "12/23".

project management, expertise, strategies, inventions(whether patented or not) and other information which is designated to be confidential or by its nature intended to be for the knowledge of the Receiving Party and, is given in the circumstances of confidence.

- 11.3 The Parties to this MOU shall procure that each of its affiliates and associated companies shall use all reasonable endeavours to ensure that the officers, employees, agents and consultants of each of them observe a similar obligation of confidence in favour of the Parties to this MOU.
- 11.4 The obligations imposed upon either Party herein shall not apply to information which:
- is in possession of the receiving Party at the time of disclosure as shown by the receiving Party's use or files and/or records prior to the time of disclosure; or
  - prior or after the time of disclosure becomes part of the public knowledge or literature, not as a result of any breach of this clause on confidential information; or
  - is approved by the disclosing Party, in writing, for release; or
  - is independently developed by the receiving Party; or
  - is disclosed pursuant to a requirement or request of a Government agency and law but only to the extent ordered.
- 11.5 Nothing in this MOU is intended to grant any rights to the receiving Party under any patent or copyright, nor shall this MOU grant the receiving Party any rights in or to the originating Party's confidential information.
- 11.6 The Parties covenant with each other that each Party (whether alone or jointly with any other person, and whether directly or indirectly, and whether as agent, director, shareholder, partner, manager, employee, consultant or independent contractor of, in or to any other person) will not at any time during the term of this MOU and a period of three (3) years after the termination or expiration of this MOU, solicit or endeavour to entice away from or discourage from being employed by the other Party any person who was at the Relevant Date an officer or employee of the other Party whether or not such person would commit a breach of contract by reason of leaving service.
- 11.7 For purposes of this clause, "Relevant Date" means the date in question or, if this MOU has expired or terminated, the date of expiry or earlier termination of this MOU.

## ARTICLE 12 SPIRIT OF GOODWILL AND COOPERATION

- 12.1 The Parties enter into this MOU in a spirit of goodwill and cooperation and will undertake and meet the terms of the MOU in the same manner.
- 12.2 The Parties acknowledge that they shall, without delay and in good faith, endeavour to the best of their abilities to resolve all problems arising by negotiations and discussions and with a view to mutually benefit both Parties and shall only resort to legal action as a last resort.

Page | 6



**ARTICLE 13  
TERMINATION**

- 13.1 This MOU may be terminated by either party-
- (a) With or without cause, and without liability of any kind to the other party, by giving to the other party a **one (1) month** written notification duly signed by the appropriate authorised officer of the notifying Party prior to the proposed date of termination; or
  - (b) Forthwith if the other party is in breach of any of the terms and conditions of this MOU, which if rectifiable, is not rectified by the defaulting party within **fourteen (14) days** of the receipt of a written notice by the non-defaulting party requiring the breach to be rectified or if the other party is or becomes, or is adjudicated or found to be, bankrupt, wound up or insolvent or suspends payment of its debts or is (or is deemed to be) unable to or admits inability to pay its debts as they fall due or proposes or enters into any composition or other arrangement for the benefit of its creditors generally or proceedings are commenced in relation to that party under any law regulation or procedure relating to reconstruction or adjustment of debts.
- 13.2 Notwithstanding Clause 13.1, the provisions of this MOU or any other written agreement in respect of any on-going exchange or any other cooperative activity under this MOU shall continue to apply until their completion unless both parties mutually agree in writing to the earlier termination of cooperative activity.
- 13.3 Upon termination of this MOU, each party agrees to return all properties owned or which have been provided for the purposes of this MOU by the other party within **seven (7) days**.
- 13.4 Notwithstanding the termination of this MOU, through effluxion of time and/or otherwise, the obligations of the Parties in Clause 11 shall remain and survive.

**ARTICLE 14  
NOTICE**

14.1 Every notice, request or any other communication required or permitted to be given pursuant to this MOU shall be in writing, in English and delivered personally or sent by registered or certified post via air mail or by courier or facsimile to the parties at the address and facsimile number as stated below:

(a) If to **TATA MEMORIAL CENTRE:**  
**Director**  
**Advanced Centre for Treatment, Research & Education in Cancer.**

(b) If to **DR.G.D.POL FOUNDATION :**  
**Dr. G. D. Pol**  
**Chairman**

14.2 Any such notice or other communication shall be deemed to have been served:

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- (a) if personally delivered, at the time of delivery;
- (b) if posted, at the expiry of seven (7) working days from the date of being posted;
- (c) if sent by facsimile message, at the time of transmission (if sent during normal a business hour, which is 9.00 to 17.30 local time) in the place from which it was sent or (if not sent during such normal business hours) at the beginning of the next business day in the place from which it was sent.

**ARTICLE 15  
NON-BINDING NATURE**

- 15.1 This MOU represents the good faith and understanding of the Parties to proceed further with the proposed academic & Health care collaboration and each of the Parties shall do everything reasonably within its power which is necessary or desirable to give effect to the spirit and intent of this MOU.
- 15.2 This MOU will automatically expire on the MOU Expiry Date unless the definitive formal collaboration agreement has, hereto, been executed between the Parties, or this MOU has been extended, or renewed in writing by both Parties, or has been earlier terminated through effluxion of time or otherwise.
- 15.3 Save and except for breaches of Clauses 10 and 11, this MOU is not legally binding upon the Parties. Save and except for breaches of Clauses 10 and 11, none of the Parties will be responsible or liable to the other Party on whatever legal grounds should negotiations between the Parties to enter into a definitive formal collaboration agreement fail

**ARTICLE 16  
AMENDMENTS AND VARIATIONS**

- 16.1 The terms stipulated in this MOU cannot be altered, amended, changed or otherwise modified unless mutually agreed to by the Parties in writing and such alteration, amendment, change or modification, if mutually agreed upon, will come into force on such date as determined and shall not have retrospective effect. Any alteration, amendment, change or modification shall be done without prejudice to the rights and obligations arising from or based on this MOU prior or up to the date of such revision, amendment or modification.

**ARTICLE 17  
SUSPENSION**

- 17.1 Each Party reserves the right for reasons of national security, national interest, public order or public health to suspend temporarily, either in whole or in part, the implementation of this MOU which suspension shall take effect immediately after notification has been given to the other Party through diplomatic channels.

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## ARTICLE 18

### ASSIGNMENT

18.1 Unless otherwise agreed in writing, both Parties shall not transfer or assign all or any of their rights, obligations or benefits hereunder to any third party.

## ARTICLE 19

### AGREEMENT TO BIND SUCCESSORS

19.1 This MOU shall be binding upon the successors-in-title, permitted assigns as the case may be of the respective Parties thereto.

## ARTICLE 20

### EXECUTION OF THE MEMORANDUM OF UNDERSTANDING

20.1 The signature of the signatory transmitted by facsimile or other electronic means shall be deemed to be its original signature for the purposes of this Memorandum of Understanding. The exchange of copies for this Memorandum of Understanding and of the signature page thereto by facsimile or other electronic means of transmission shall constitute effective execution and delivery of this Memorandum of Understanding and may be used in lieu of the original Memorandum of Understanding for all purposes.

## ARTICLE 21

### MISCELLANEOUS

21.1 This Memorandum shall be construed to be prepared in accordance with and shall be governed by and Indian laws and both Institutions accept that bi-lateral jurisdiction on any matter arising out of this Memorandum.

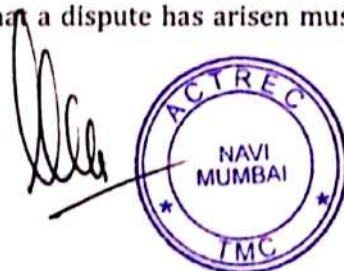
21.2 No party shall be in breach of this MOU if there is any total or partial failure of performance by its duties and obligations hereunder occasioned by an act of God, fire, act of Government or State, war, civil commotion, insurrection, embargo, labour disputes of whatever nature and any other reason beyond the control of either party.

21.3 No party shall be in breach of this MOU if there is any total or partial failure of performance by its duties and obligations hereunder occasioned by an act of God, fire, act of Government or State, war, civil commotion, insurrection, embargo, labour disputes of whatever nature and any other reason beyond the control of either party.

21.4 Nothing in this Memorandum shall create or be deemed to create a partnership, joint venture or the relationship of principle and agent, between the Institutions.

21.5 The Parties hereby agree that they are not bound by the MOU and shall be at liberty to enter into any separate agreement or arrangements covering the cooperation and subject matter within the scope of this MOU with any third party without reference to the other party.

21.6 A Party claiming that a dispute has arisen must notify the other Party in writing, giving



Handwritten signature and date: 1/2/23

details of the dispute. A Party must always try to resolve in good faith any disputes that arise under or about this Agreement.

21.7 If the dispute could not be resolved mutually by the Parties within a period of thirty (30) days, the matter shall be referred to a Sole Arbitrator under the Arbitration and Conciliation Act, 1996 as amended from time-to-time and the rules thereunder. The seat and venue of arbitration shall be Mumbai, and the Parties shall bear their own costs, unless otherwise decided by the Sole Arbitrator. The award shall be final and binding on each of the Parties. The language of the Arbitration shall be English.

**IN WITNESS TO THIS MEMORANDUM OF UNDERSTANDING WHEREOF** the parties hereunto affix their signatures:

Signed for and on behalf of )  
**Dr.G.D.POL FOUNDATION**  
**Y.M.T.HOMOEOPATHIC MEDICAL COLLEGE -**  
**HOSPITAL & P.G.INSTITUTE KHARGHAR,NAVI MUMBAI**

**Dr.G.D.Pol Foundation**  
**Chairman**

**DR. G. D. POL**  
**CHAIRMAN**  
**DR. G.D. POL FOUNDATION**  
Institutional Area, Sector- 4,  
Kharghar, Navi Mumbai - 410 210.

In the presence of 1)

*M. J. Vande...*

2)

**Dr. D. G. BAGAL**  
Vice Principal

**Dr. G. D. Pol Foundation**  
**Y.M.T. Homoeopathic Medical College**  
**ACTREC-TATA MEMORIAL CENTRE**  
Navi Mumbai - 410 210.

**DEAN**  
**Y.M.T. Dental College**  
**& Hospital Kharghar,**  
Navi Mumbai - 410 210.

**Director, ACTREC**

*S. Gupta*  
01/02/2023  
**Dr. Sudeep Gupta**  
MBBS, MD, DM  
Director,  
Advanced Centre for Treatment Research &  
Education in Cancer (ACTREC)  
Tata Memorial Centre,  
Kharghar Navi Mumbai-410210, India

In the presence of 1)

*Naini Khattar*  
1/2/2023

2)

*D. G. Bagal*  
01/02/2023  
**Dr. D. G. BAGAL**  
Vice Principal  
**Dr. G. D. Pol Foundation**  
**Y.M.T. Homoeopathic Medical College**  
**P. G. Institute Kharghar,**  
Navi Mumbai - 410 210.

*Prasun P.*  
01/02/2023.  
**Dr. Prasun P.**

# Dent Arts We Make Smiles

D-21, Opp. UHH Fitness , Hdfc Lane Sector 12, Kharghar, Navi Mumbai.410210  
safalceramic@gmail.com / Contact :9967651092

01.01.2023

## Memorandum of Understanding

The Dent Arts, Kharghar, Navi Mumbai is happy to continue a collaboration with Dr. G D Pol Foundations  
YMT Dental College and Hospital, Sector 4, Kharghar, Navi Mumbai from 01/01/2023 To 31/12/2024.

The collaboration will be in Terms of training the Postgraduates and Dental technician of Department of Prosthodontics, for Teaching and hands on experience of daily patient work which Will include:

1. Software Management
2. Fabrication of pattern of Fix and Removable Prosthesis
3. CAD CAM Experience of ZirkonZhan M5 Specific with simultaneous milling technology And BSM 520D 5 Axis Dry Milling Machine.
4. Fabrication of Various removable and Fix Prosthesis
5. Complete Digital Flow from 3d Models , Cad Cam Provisionals, Zirconia , Implant Prosthesis.

The team of dental Technicians at Dent Arts under the proprietorship of Mr. Nitin Jain proudly Associates with Department of Prosthodontics, YMT Dental College

Signatories  
Dent Arts

**FOR DENT ARTS**

Proprietor

HOD Prosthodontics  
YMT Dental College

Dean

YMT Dental College

**DEAN**  
Y.M.T. Dental College  
Institutional Area,  
Sector -4, kharghar,  
Navi Mumbai - 410 210

PROPRIETOR

**DR. SALONI MISTRY**  
PROFESSOR & HEAD

DEPT. OF PROSTHODONTICS  
DR. G. D. POL FOUNDATION YMTDC & H  
KHARGHAR, NAVI MUMBAI

MOU. b/w.

LIFE FOUNDATION  
providing ICDS Services

&

Y.M.T.D.C. & H.  
Kharghar.

entered on 19<sup>th</sup> DAY OF  
APRIL MONTH OF  
2022 year.

TENURE : Unless Terminated.



महाराष्ट्र MAHARASHTRA

© 2021 ©

ZU 955112



जिल्हा कोबागार कार्यालय ठाणे

**MEMORANDUM OF UNDERSTANDING**

16 MAR 2022

By and Between

The LIFE Foundation, having its office at BB-1, Neelam Center, S.K. Ahire Marg, Near Chako, Worli, Mumbai - 400025, INDIA represented through its authorized signatory and trustee Ms. Poonam Lalvani, hereinafter referred to as "The LIFE Foundation" (which expression shall, unless it be repugnant to the subject, context or meaning shall be deemed to mean and include its successor/s and trustees and permitted assigns) of the **FIRST PART.**

AND

Dr.G.D. Pol Foundation's Yerala Medical Trust's Dental College and Hospital, Plot No. 18, Sector - 4, Kharghar, Navi Mumbai - 410210, represented through its authorized signatory Dr. Meghna Vandekar, Dean, hereinafter referred to as "Associate Member" (which expression shall, unless it be repugnant to the subject, context or meaning shall be deemed to mean and include its successor/s in business and permitted assigns) of the **SECOND PART.**

WHEREAS

The LIFE Foundation is an NGO that works in collaboration with the Government of India to introduce various programs at the school and pre-school level in order to improve the quality and accountability of the education system for the underprivileged children in India. The LIFE Foundation believes that every child should have the right to explore his/her talents and chase his/her dreams, and this can happen only when a platform for growth is provided for such children.

जाडपत्र - १ / फक्त प्रतिज्ञापत्रासाठी

30 MAR 2022

मुद्रांक विक्री नोंदणी अनु. क्र.

62834

दिनांक

मुद्रांक विकत घेणा-याचे नाव



Kharsaha SEC-4

रहिवासी पत्ता

B. Mujawar

मुद्रांक विकत घेणा-याची / हस्ते सही

मुद्रांक विक्रेत्याची सही व विक्रीचे ठिकाण  
संतोष स्टॅप वेंडर, दुकान क्र. ४१, प्रभात सेंटर,  
सेक्टर ०१ अ, सीबीडी, बेलपुर - ४०० ६१४.

(संतोष द. बाळगुसकर)  
परवाना क्र. - १२०१०४०

ज्या कारणासाठी ज्यांनी मुद्रांक खरेदी केला त्यांनी त्याच कारणासाठी  
मुद्रांक खरेदी केल्यापासून ६ महिन्यात वापरणे बंधनकारक आहे.

मुद्रांक विक्री नोंदणी

18 MAR 2022



The mission of The LIFE Foundation is to create an "Empowerment of the underprivileged through creative education and translates into the following:

- Skills Development & Women Empowerment
- School Development program
- Integrated Child Development Scheme (ICDS)
- LIFE Centre for Learning Disabilities
- Vocational Training
- Training center for Youth-Career skills for under-privileged youth

Based on the representation of Institute, The LIFE Foundation has agreed to appoint the Institute as Associate Member to conduct Dental Camps at the Anganwadi areas as per the day and time scheduled by The LIFE Foundation, wherein, the Associate Member will provide the required services to The LIFE Foundation through its qualified Dental Doctors. The Doctors (Dentists) shall visit the Anganwadi's in slums and conduct dental check-ups for the people identified by the Trust.

The Parties are now entering into this MOU to record their understanding in relation to the terms and conditions pursuant to which the Services will be rendered by the Associate Member.

**NOW THIS MOU WITNESSETH AND IT IS HEREBY AGREED AS FOLLOWS:**

1. The LIFE Foundation will be hosting various programs / events for the underprivileged in various regions of India from time to time and Associate Member shall render its services as mentioned below.
2. The camps shall include the following activities:
  - a. Dental check-ups
  - b. Capacity building for good hygiene
  - c. Providing prescription for medication where needed
  - d. Provide Medical van for further activities where needed
3. The camps will be held in the areas of the trusts operations these include
  - i. Goregaon
  - ii. Andheri
  - iii. Malad
  - iv. Jogeshwari
  - v. Santacruz
  - vi. Khar
  - vii. Bandra
  - viii. Wadala
  - ix. Mahim
  - x. Prabhadevi
  - xi. Sewri
  - xii. Mankhurd
  - xiii. Chembur
  - xiv. Kurla
4. The camps will be held every Tuesday & Thursday.
5. These camps will be held between 11 a.m. and 2 p.m. on the designated day.
6. The foundation shall identify a venue for the camp and make all necessary arrangements in terms of seating, provision of water etc.
7. The foundation shall do necessary canvassing for the camps and ensure that at least 100 to 120 participants (Patients) visit the camp.

8. The foundation will provide the Doctors sent by the College with Snacks and refreshments.
9. The college will provide Minimum 4 dentists for each Camp.
10. The college will ensure that the Doctors reach the location / landmark closest to the Camp venue.
11. The college will ensure that the doctors visiting the camps shall bring their own lunch and bear their travelling expenses.
12. The college shall ensure that the doctors work to their best ability to provide dental care for the patients.
13. Term of this MOU will be valid unless terminated by The LIFE Foundation or Associate Member in terms of this MOU.
14. Further the record of all the patients shall be kept with the college and the foundation shall keep a photo copy of the same with them.
15. It is mutually agreed upon by both the parties that the schedule of the camps be conveyed to the department of Public Health Dentistry through email or telephone at the start of the month & any changes in the schedule be informed atleast a day prior, while at the end of each month a feedback letter or appreciation letter inclusive of a report be provided to the department of Public Health Dentistry, YMT Dental College & Hospital in hard copy duly signed & stamped.

**16. Roles, responsibility and obligations of the Parties:**

- a) Associate Member and its employees, agents shall abstain from the acts including but not limited to using offensive language, unpleasant remarks, abuse, harassment, racist jokes, abusive words and language, unwelcome acts or behavior, physical contacts and advances, demand for sexual favors, showing pornography and any other unwelcome physical, verbal or nonverbal conduct of sexual nature. The Associate Member acknowledges that The LIFE Foundation shall not tolerate the above acts and will be viewed seriously. Further, The LIFE Foundation will not be held responsible and Associated Member shall intervene and resolve all such issues at its costs.
- b) Associate Member shall respect work premises, avoid damages to property and unnecessary mess etc., and Associate Member will be responsible for the same.
- c) Associate Member shall take suitable insurance cover, to cover all its personals against any accidents, any loss / damages etc., and The LIFE Foundation will not be responsible for the same under any circumstances.
- d) Associate Member shall follow The LIFE Foundation rules & regulations, related to work, like honesty, working hours, punctuality, regularity, dedication, quality of Work and the like as informed by The LIFE Foundation from time to time.
- e) Associate Member shall submit a monthly report on date as mutually agreed between the Parties and it shall be neat and specific especially numbers / contents etc, as per the format provided by The LIFE Foundation.
- f) If any approvals, clearances, permissions and the like are required for the Services then the same shall be obtained by the Associate Member at its costs.
- g) Associate Member shall be responsible for all salary, benefits, and the like as applicable to its employees under the applicable laws and The LIFE Foundation shall not be responsible under any circumstances whatsoever.



**17. Associate Member agrees that:**

- It has the full power and authority to execute, deliver and perform this MOU;
- It has taken all necessary action to authorize the execution, delivery and performance of this MOU. This MOU constitutes a legal, valid and binding obligation enforceable against it in accordance with the terms hereof.

**18. Confidentiality:**

The contents of this agreement shall remain confidential at all times. Either party may disclose contents of this agreement pursuant only to a valid order issued by a court or government agency, provided that the party receiving such order obtains prior written consent of the other party.

**19. Independent contractor status:**

The LIFE Foundation and Associate Member are independent legal entities and neither of them nor their employees is authorized to or shall create any obligation, express or implied, or make any representation, on behalf of or otherwise bind or commit the other Party. Nothing in this MOU will be deemed or construed to create a joint venture, partnership, agency, and fiduciary or employment relationship between the two Parties for any purpose whatsoever.

**20. Termination:**

The LIFE Foundation may at its option suspend the Services or any part of the Services and or terminate this MOU at its sole discretion without assigning any reasons whatsoever. The Associate Member may also terminate this MOU with one month prior written notice to The LIFE Foundation. Upon such termination, Associate Member shall ensure that all The LIFE Foundation properties are returned without causing any damages. In the event of any damage to The LIFE Foundation property, the Associate Member shall compensate for the same.

**21. INTELLECTUAL PROPERTY RIGHTS**

Both the Parties agree that respective owning their trademark, logos, trade name, etc shall be the sole and exclusive owner of such trade-marks, Logos, trade names, etc. and neither party shall use the same without the other party written consent.

**22. MISCELLANEOUS PROVISIONS:**

**Severability**

If any provision of this MOU is held by any competent authority to be invalid or unenforceable in whole or in part, the validity of the other portions and the remainder of this MOU shall not be affected thereby but such terms or provisions shall be deemed modified to the extent necessary.

**Survival**

In the Events of the Termination of this MOU in whole or in part, the Clauses related to "Confidentiality", "Indemnification" shall survive and continue in effect and shall inure to the benefit of and be binding upon both the Parties, their successors and assigns.

**Assignment**

No rights or liabilities under this Agreement shall be assigned by Associate Member without the prior written consent of The LIFE Foundation.

**Notice**

Any notice or communication required to be addressed or given under this MOU to either Party shall be given to the Parties at the addresses first mentioned hereinabove.

**Force Majeure**

If either Party is delayed or prevented from fulfilling its respective obligations under this agreement by any cause beyond its reasonable control (Act of God), then that Party will not be liable under this agreement for that delay or failure.

**Amendment**

Any amendment or changes to this MOU shall be in writing and signed by both the parties.

**Jurisdiction**

This MOU shall be subject to the exclusive jurisdiction of the Courts of Mumbai.  
Counterparts: This Agreement may be executed in two (2) or more counterparts, each of which will be considered an original, but which together will constitute one and the same agreement.

IN WITNESS WHEREOF, the parties hereto have signed this MOU on the day and year first above written.

Witness:

*[Handwritten Signature]*  
19/4/22



For The LIFE Foundation

*[Handwritten Signature]*  
Authorized Signatory

Witness:

For Yerla Medical Trust Dental College and Hospital

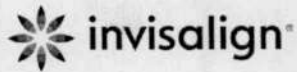
Dr. Dheeraj Katra  
*[Handwritten Signature]*

1. *[Handwritten Signature]*  
Authorized Signatory



2. Dr. Dheeraj Katra *[Handwritten Signature]*

DEAN  
Y.M.T. Dental College  
& Hospital Kharghar,  
Navi Mumbai - 410 210



# Align Academic Programme Agreement

Invisalign India LLP

—

Y.M.T Dental College and Hospital

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## Details

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### Parties

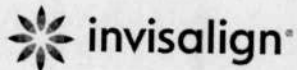
Name	Invisalign India LLP (Serial No. AAI-5868)
Short form name	<b>Align</b>
Notice details	Unit No.303, 3rd Floor, Windfall, Sahar Plaza, Andheri Kurla Road, Andheri(E), Mumbai-400059, India

---

Name	Y.M.T Dental College and Hospital
Short form name	<b>University</b>
Notice details	Institutional Area, Sector -4, Kharghar, Navi Mumbai, Maharashtra 410210
Email	<a href="mailto:info@ymtdental.org">info@ymtdental.org</a>

### Recitals

- A Align is a provider of speciality dental and orthodontic products. Align and its subsidiaries have developed an orthodontic technique utilising a series of clear, removable appliances that move teeth in small increments from their original state to a more ideal treated state. Align and its subsidiaries have also developed ClinCheck® software, a proprietary system for treating malocclusions, or the misalignment of teeth which depicts the patient's tooth movement from the beginning stage to the final position and iTero intraoral scanners.
- B University provides specialty training programmes in clinical orthodontics to its students in order to train them to become qualified in orthodontics ("**Orthodontic Programme**").



- C University desires and Align wants to provide educational services and support as set out in this Agreement in order to provide the students of the Orthodontic Programme specific practical training in the Invisalign System ("**Align Academic Programme**").

## 1. Initial Term and renewal

- (a) This Agreement will continue in full force and effect from and including the Commencement Date for 24 consecutive months unless this Agreement is terminated early in accordance with clause 11 (**Initial Term**).
- (b) Unless otherwise notified by either party in writing at least 60 days prior to the expiry of the Initial Term, the Initial Term (and any further terms) will automatically renew for subsequent consecutive 24-month periods. After the Initial Term, any such renewal period may be terminated:
- (i) by either party 60 days after receipt of a written notice by one party to the other that the Agreement is terminated; or
  - (ii) in accordance with clause 11.

## 2. Align Academic Programme

- (a) The Align Academic Programme will only be available to students enrolled in the University's Orthodontic Programme. The choice of Programme Students for the Align Academic Programme is solely at the discretion of the University.
- (b) The Align Academic Programme will comprise of:
- (i) an Invisalign Fundamentals University Training Course in accordance with Schedule 2; and
  - (ii) practical hands-on training in clear aligner orthodontic techniques by treating Programme Patients (defined below) using the Invisalign System under the direct supervision of a University Mentor ("**Practical Training**").
- (c) The Invisalign Fundamentals University Training Course will be provided at mutually agreeable times of the academic year within the Orthodontic Programme and as set out in Schedule 2. The cost of the Invisalign Fundamentals University Training Course payable by the University is waived.
- (d) Align agrees to provide materials and Clinical Speakers to successfully deliver any module of the Invisalign Fundamentals University Training Course assigned to Align.
- (e) In support of the Practical Training, Align agrees to provide the University:
- (i) a ClinID Account: the University will receive one training account consisting of a single username and password ("**University Account**") for the duration of this Agreement. Only Qualifying Treatments for Programme Patients may be submitted via the University Account in IDS; and
  - (ii) Training Cases: an allocation of Products for the Programme Patients in relation to Qualifying Treatments at no cost or at a discount in accordance with clause 3 and Schedule 3.
- (f) Each Programme Student will be responsible for their own transportation to and from the Invisalign Fundamentals University Training Course.

- (g) The University may wish to participate in the Align University Research Awards. In the event that the University is interested in participating, the University may contact Align to obtain further information. For the avoidance of doubt, the Align University Research Awards are subject to separate terms and conditions and will be provided by Align to University on request.
- (h) Subject to clause 5(a), following their completion of Practical Training, Align agrees to provide each Programme Student an account allowing access to the ordering system for Align Products ("**ClinID Account**").
- (i) This Agreement and the Align Academic Programme is in no way intended to encourage the Programme Students to endorse, recommend or prescribe Products to their patients once they qualify.

### 3. Practical Training

- (a) The University will select and engage patients that are eligible for an orthodontic treatment for supervised treatment as part of the Practical Training that are not family members or friends of the Align Academic Programme organisers or staff or Programme Students ("**Programme Patients**").
- (b) The University Account will be provided with ten (10) Training Cases in total per Term at no cost (as defined in Schedule 3) for Programme Students to use on Programme Patients and Programme Students will work with the allocated Programme Patients through to the end of the Programme Period, at which point the University will allocate appropriate staff to finish any open cases.
- (c) The Training Cases will be used solely in relation to the Programme Patients. The Products supplied by Align in the context of the Align Academic Programme are to be regarded as Educational Support and provided at no cost to the University.
- (d) If the University requires additional Training Cases, it can purchase supplemental Training Cases ("**Supplemental Training Case**") in accordance with Schedule 3.
- (e) The Programme Students must only submit their own Programme Patients' treatments under the University Account. Programme Patients must not be transferred from the Align Academic Programme to other doctors outside of the Align Academic Programme without the prior written consent of Align.
- (f) If there are any unused Training Cases or Supplemental Training Cases at the termination or expiration of each Term, they will immediately expire and may not be rolled over to subsequent Terms or transferred to another account.
- (g) Align will provide the University with reasonable assistance to train University staff members who are trained in the Invisalign System and certified to act as a mentor for Programme Students participating in the Align Academic Programme ("**University Mentors**"). University Mentors will be granted reasonable access by Align to Align clinical advisors and will be responsible for supervising the Practical Training.
- (h) University Mentors are authorised by Align to use only materials and presentation slides that have been previously authorised by Align and the University will use reasonable endeavours to ensure that only materials approved by Align are used in relation to the Invisalign Fundamentals University Training Course and the Practical Training.

- (i) If any technical or clinical support is needed by the University in respect of Align's Academic Programme (including any information or data), the University may contact Align with specific requests for support or information.

#### **4. University's responsibilities**

- (a) The University will:
  - (i) appoint one representative as a point of contact for Align with authority to act for and on behalf of University in respect of all operational matters concerning the Align Academic Programme and this Agreement;
  - (ii) incorporate education on clear aligners and the Invisalign System into the formal curriculum as part of the Orthodontic Programme, with the support of Align. A suggested model curriculum for an Invisalign System module is set out as Schedule 2 and the University will provide at least some or all of the modules proposed by Align in Schedule 2 within the first 12 months from the Effective Date;
  - (iii) be solely responsible for the funding arrangements in respect of the Align Academic Programme. Align's support is limited solely to the provision of Educational Support pursuant to this Agreement;
  - (iv) supply the facility, beamer and screen for the Invisalign Fundamentals University Training Course at University's own cost; and
  - (v) collect initial records, six (6) month progress reports, and final records (including but not limited to a minimum of extra and intra oral photographs, study models, and appropriate radiograph) at a quality level that can be used for presentation or publication purposes (the "**Programme Records**"). Programme Records will be sent to Align and may also be disclosed to Align's related subsidiaries. The University hereby provides authorisation for Align's use, on an anonymised basis, of such Programme Records without compensation to University or the Programme Patient at its sole discretion for (i) educational and/or research and development purposes, (ii) orthodontic or dental consultations, (iii) publication in professional journals or books, collateral and within promotional and marketing materials, treatment gallery or other advertising methodology. Prior to the release of Programme Records to Align, University will obtain Programme Patients' signed and informed consent in respect of Align's processing of their personal information using the Informed Consent Form attached at Schedule 5. All completed Informed Consent Forms will be sent to the Align clinical team. The University warrants that all personal information contained in the Programme Records provided to Align has been obtained with the Programme Patients' informed consent.

#### **5. Programme Students requesting ClinID Accounts**

- (a) Upon request from a Programme Student, Align agrees to provide each Programme Student completing the Orthodontic Programme including the Invisalign Fundamentals University Training Course, a ClinID Account entitling them to use the Invisalign System in a private practice subject to

clauses 5(a)(i) to 5(a)(iv) (inclusive) and subject to Align's applicable commercial terms (as amended by Align from time to time):

- (i) the practice with the Invisalign System is limited only to countries that Align is officially making sales of Invisalign clear aligners and where the Programme Student is licensed to practice;
  - (ii) if the Programme Student will be returning to practice in a country where Invisalign clear aligners are not offered, they will not receive a ClinID Account;
  - (iii) if the Programme Student will return to a country where Invisalign clear aligners are offered through a distributor only, they must abide by the distributor's policies and will be awarded a ClinID Account only through distributor's policies; and
  - (iv) the offer is subject to the then current Invisalign Pricing Terms and Conditions for each order placed and as amended by Align from time to time.
- (b) Participation in the Align Academic Programme does not require signing-up for a ClinID Account and Programme Students are free to use whichever technique they wish to use in practice. Signing up for a ClinID Account does not obligate a Programme Student to prescribe or use the Invisalign System.
- (c) Align reserves the right not to grant or to withdraw any ClinID Accounts it issues to Programme Students for any reason, including if Align is not satisfied that the training end-points or competencies of the Align Academic Programme have not been met.

## **6. University's obligations and undertakings**

- (a) The University undertakes not to engage in any off-label discussions in relation to any Align Products or to represent the Products as having uses or benefits outside those provided for in the instructions for use or that the Products might be applied or used using techniques or methodologies not described in the instructions for use.
- (b) The University agrees to:
- (i) comply with all reasonable requests from Align for visits, reports, statistics and photographs related to the Align Academic Programme;
  - (ii) comply with Align's policies as communicated to the University and as updated by notice in writing from Align from time to time including Align's Code of Conduct and Business Ethics (set out in Schedule 5 and as updated from time to time by Align at its sole discretion).
  - (iii) keep its Align account in good standing and have no overdue accounts; and
  - (iv) be compliant with all of the terms and conditions (including the Invisalign Pricing Terms and Conditions, policies, and requirements of Align from time to time).
- (c) The University warrants that:
- (i) it will ensure that the University Mentors maintain any registrations necessary to practice as a registered health practitioner in India;
  - (ii) It will ensure that the University Mentors act:
    - (A) with due care and skill and in a professional manner to a standard of care and diligence in accordance with accepted practice for the relevant field of expertise,

- including by exercising independent clinical judgment in prescribing treatments and Products; and
- (B) act in accordance with all professional and ethical standards, codes and guidelines in the field of orthodontics, speciality dental and healthcare generally.
- (iii) It will act in compliance with all relevant laws, regulations, standards and the requirements of government authorities;
  - (iv) the person signing this Agreement on behalf of the University:
    - (A) is one of its duly authorised signatories who is capable of legally binding the University;
    - (B) does not have a pre-existing relationship with any sales staff at Align and does not interact regularly with any sales representatives of Align;
  - (v) neither the University nor any of its teaching or other staff will provide Qualifying Treatments under the University Account except in respect of Programme Patients being treated as part of Practical Training;
  - (vi) neither the University nor any of the teaching faculties at the University will direct or transfer a Programme Patent out of the Practical Training to an external Invisalign practitioner without the prior written consent of Align; and
  - (vii) where any of its teaching faculty involved in the Align Academic Programme practice orthodontics in any dental practice externally to the University, all such practice is undertaken independently from the University and the Educational Support by Align pursuant to this Agreement, which is strictly for the education of the Programme Students, is not intended to be and will not be an incentive to the teaching faculties to alter, improve or increase volumes of Invisalign treatments in their external practice.
- (d) The University undertakes to inform Align immediately should any of the warranties and representations in clause 6(c) cease to be true at any time during the Term. The University agrees and accepts that should this occur, Align has the right to impose to terminate this Agreement on notice in writing with immediate effect.

## **7. Intellectual Property**

- (a) All Intellectual Property Rights (including all patents, trademarks, service marks, registered designs, utility models, design right, database rights, copyright (including copyright in software and computer algorithms), trade secrets and other confidential information, know-how, and all other intellectual and industrial property and rights of a similar or corresponding nature in any part of the world) in or relating to Align, Align's products and/or services, any materials, information, ClinCheck® Software, Align Systems, documents or items that Align or a Clinical Speaker prepares or produces for the University or makes available to the University will belong to Align absolutely.
- (b) The University hereby irrevocably assigns, and will procure that the University lecturers, residents, employees, affiliates, or contractors of the University irrevocably assign all Intellectual Property Rights arising from or relating to this Agreement, to Align (or its nominee) and the University will execute, and will procure that University residents, employees, affiliates, or contractors of the University



executes, all such documents and do all such other acts as Align may reasonably require in order to vest fully and effectively all such Intellectual Property Rights in Align or Align's nominee. The University will procure that the University lecturers, residents, employees, affiliates, or contractors of University irrevocably and unconditionally waive the benefit of any and all moral rights or broadly equivalent rights in relation to the Programme Materials and the Programme Records.

## 8. Data Privacy

- (a) The University must (and must ensure that all University residents, University dental faculty staff members, as well as University employees, agents, subcontractors and service providers) comply with the privacy and data protection laws applicable to it when collecting, holding, using, storing, processing personal information relating to Programme Patients, including but not limited to the processing of personal information involved in the collection and transfer of Programme Records.
- (b) The University will at all times: (i) collect, retain, use and process (collectively "**process**") the personal information only for the purpose of providing Qualifying Treatments to Programme Patients; and (ii) not divulge the whole or any part of the personal information to any person, except to the extent necessary for the proper performance of this Agreement or otherwise in accordance with Align's lawful instructions.
- (c) The University will have in place and maintain throughout the term of this Agreement appropriate technical and organisational measures to protect the personal information against accidental or unlawful destruction or loss, or alteration, or unauthorised disclosure or access, and against all other unlawful forms of processing or any possible loss of control as well as against any risk of any of the foregoing (a "**Data Breach**").
- (d) The University will provide all assistance reasonably required by Align to enable Align to respond to, comply with or otherwise resolve any request, question or complaint received by Align from (i) any person whose personal information is processed by the University on behalf of Align or (ii) any relevant regulatory authorities. In the event that any such request, question or complaint is sent directly to the University, the University will immediately notify Align providing full details of the same.
- (e) In the event of a Data Breach, the University will immediately notify Align and do all such acts and things as Align considers necessary in order to remedy or mitigate the effects of the Data Breach and will continuously update Align of developments relating to the Data Breach.
- (f) The University agrees that, on reasonable prior notice, Align (or its nominated representative) may attend and enter any premises on which the University processes personal information of Programme Patients to audit the University's compliance with this clause 8 and the University will provide all reasonable cooperation in connection with such audit (including by providing Align or its nominated representative with access to any computer systems used to process such personal information). In conducting such audit, Align will use reasonable endeavours to minimise any interruption to the University's business and will at all times preserve the confidentiality of any records or information to which it may have access by virtue of such audit.
- (g) The University will not transfer any personal information of Programme Patients outside of India without the prior written consent of Align and the University will ensure that any person from whom personal information will be collected consents to Align's receipt, retention, use and disclosure of their

personal information for the purposes of informing him/her of Align's Products and services and for supplying Products and services to him/her. The University will obtain such consent using the Informed Consent Form included in Schedule 4 and keep the records of all Programme Patients who undergo Qualifying Treatments by the Programme Students as part of the Align Academic Programme.

## 9. Confidentiality

- (a) The University agrees to treat as strictly confidential and not to disclose any and all information, data, materials (including the Programme Materials), presentations, handouts, photos, ClinCheck® software, research, training, or material of any nature belonging to or licensed to Align which the University may receive or obtain in connection with this Agreement ("**Align Confidential Information**"), to anyone other than those Programme Students, staff, affiliates or contractors of the University who need to know such Align Confidential Information for the purposes set out in this Agreement save where disclosure is required by a government agency, regulatory authority or by law. If the University is required to make a disclosure to a government agency, regulatory authority or by law, it will inform Align within a reasonable time prior to being required to make the disclosure, of the requirement to disclose and the information required to be disclosed (if permitted by applicable law).
- (b) The University will treat Align Confidential Information with the same degree of care as it treats its own confidential information of like nature, but not less than reasonable care. The University will use the Align Confidential Information only within the framework of the execution of the Align Academic Programme.
- (c) Recording, copying, photographing, or any other reproduction or publication of any documentation, information and materials furnished by Align, any content provided by a Clinical Speaker or any Align designee in connection with the Invisalign Fundamentals University Training Course or Align Academic Programme as well as all training materials, reports or other documents or materials created by the University, University residents or any designee ("**Programme Materials**"), Programme Records, Align Confidential Information, or other materials referring to Align's trademarks or including any other Align Intellectual Property Rights is prohibited without the prior written approval of Align.
- (d) All Align Confidential Information, existing in written form or recorded in any other tangible medium, will be returned to Align upon its request, together with all copies of all documents and material that reflect, incorporate, record or have been generated from any part of Align Confidential Information. This does not apply to the extent to which it is required to retain any such documents or material by any applicable legal requirements.
- (e) However, if required by any law, regulation or industry code:
  - (i) the University will ensure that it reports the discounts and benefits received under this Agreement;
  - (ii) Align will report the discounts applied to any Products provided to the University under this Agreement.

**Certificate Of Completion**

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Subject: Please DocuSign: 20220223 Align Academic Programme Agreement [India] [YMT Dental].pdf	
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Certificate Pages: 5	Initials: 0
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snanda@aligntech.com  
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## **ELECTRONIC RECORD AND SIGNATURE DISCLOSURE**

From time to time, Align Technology, Inc. (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through your DocuSign, Inc. (DocuSign) Express user account. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to these terms and conditions, please confirm your agreement by clicking the "I agree" button at the bottom of this document.

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If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

### **Consequences of changing your mind**

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. To indicate to us that you are changing your mind, you must withdraw your consent using the DocuSign "Withdraw Consent" form on the signing page of your DocuSign account. This will indicate to us that you have withdrawn your consent to receive required notices and disclosures electronically from us and you will no longer be able to use your DocuSign Express user account to receive required notices and consents electronically from us or to sign electronically documents from us.

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Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through your DocuSign user account all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

**How to contact Align Technology, Inc.:**

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: [gjackman@aligntech.com](mailto:gjackman@aligntech.com)

**To advise Align Technology, Inc. of your new e-mail address**

To let us know of a change in your e-mail address where we should send notices and disclosures electronically to you, you must send an email message to us at [gjackman@aligntech.com](mailto:gjackman@aligntech.com) and in the body of such request you must state: your previous e-mail address, your new e-mail address. We do not require any other information from you to change your email address..

In addition, you must notify DocuSign, Inc to arrange for your new email address to be reflected in your DocuSign account by following the process for changing e-mail in DocuSign.

**To request paper copies from Align Technology, Inc.**

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an e-mail to [gjackman@aligntech.com](mailto:gjackman@aligntech.com) and in the body of such request you must state your e-mail address, full name, US Postal address, and telephone number. We will bill you for any fees at that time, if any.

**To withdraw your consent with Align Technology, Inc.**

To inform us that you no longer want to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your DocuSign account, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an e-mail to [gjackman@aligntech.com](mailto:gjackman@aligntech.com) and in the body of such request you must state your e-mail, full name, IS Postal Address, telephone number, and account number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

**Required hardware and software**

Operating Systems:	Windows2000 or WindowsXP
Browsers (for SENDERS):	Internet Explorer 6.0 or above
Browsers (for SIGNERS):	Internet Explorer 6.0, Mozilla FireFox 1.0, NetScape 7.2 (or above)
Email:	Access to a valid email account
Screen Resolution:	800 x 600 minimum
Enabled Security Settings:	<ul style="list-style-type: none"> <li>• Allow per session cookies</li> <li>• Users accessing the internet behind a Proxy Server must enable HTTP 1.1 settings via proxy connection</li> </ul>

\*\* These minimum requirements are subject to change. If these requirements change, we will provide you with an email message at the email address we have on file for you at that time providing you with the revised hardware and software requirements, at which time you will have the right to withdraw your consent.

**Acknowledging your access and consent to receive materials electronically**

To confirm to us that you can access this information electronically, which will be similar to

other electronic notices and disclosures that we will provide to you, please verify that you were able to read this electronic disclosure and that you also were able to print on paper or electronically save this page for your future reference and access or that you were able to e-mail this disclosure and consent to an address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format on the terms and conditions described above, please let us know by clicking the "I agree" button below.

By checking the "I Agree" box, I confirm that:

- I can access and read this Electronic CONSENT TO ELECTRONIC RECEIPT OF ELECTRONIC RECORD AND SIGNATURE DISCLOSURES document; and
- I can print on paper the disclosure or save or send the disclosure to a place where I can print it, for future reference and access; and
- Until or unless I notify Align Technology, Inc. as described above, I consent to receive from exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to me by Align Technology, Inc. during the course of my relationship with you.



महाराष्ट्र MAHARASHTRA

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27 JAN 2022

दुरुवठ्याचा दिनांक  
उपकोषागाराचे नांव-पनवेल,  
जि. रायगड.



उप कोषागार अधिकारी  
पनवेल - रायगड

MOU of intercollegiate library facility

Memorandum of understanding

"Dr.G.D. Pol Foundation's YMT Dental College & Hospital", Kharghar, Navi Mumbai

And

"D. Y. Patil University School of Dentistry", Nerul, Navi Mumbai

This memorandum of understanding is made on 1<sup>st</sup> day of February 2022 between YMT Dental College & Hospital & D Y Patil University School of Dentistry, Nerul, Navi Mumbai, relates to the mutual rendering of library facility with a view of use of library resources for the purpose of maintaining and improving library for benefit of students.

Contd...



Whereas

- a. Both the institutes have agreed to render the library facility and resources to the students by allowing them to refer books, journals but should not be issued physically.
- b. Both the institutes have agreed that photocopying and scanning will be available with written application forwarded by head of the institutes.
- c. Both the institutes have agreed that I card should be mandatory from the respective Institute to avail the facilities in the Library.
- d. Both the institutes undertake to render a regular and effective service to one another; however it is expressly agreed that said service will be rendered in accordance with the normal working hours, internal policy, rules in force within each library.
- e. Both the institutes have agreed that above said memorandum will be valid for the period of three years and also meeting and reporting will be scheduled every quarterly for smooth function and updating this program.
- f. It is also agreed that the head of the library from both institute will be responsible for the day to day operation of this program.
- g. Separate record will be maintained by both libraries.
- h. Any misconduct of book will be chargeable.

THERE ARE NO FINANCIAL LIABILITIES OF BOTH THE INSTITUTES

WITNESSES

*for* *Paulaigane*

Librarian

YMT Dental College and Hospital

LIBRARIAN

DR. G. D. POL FOUNDATION

Y.M.T. Dental College and Hospital

Institutional Area, Sector-4,

Kharghar, Navi Mumbai - 410 210.

Dean

YMT Dental College and Hospital

DEAN

Y.M.T. Dental College  
& Hospital Kharghar,  
Navi Mumbai - 410 210

*Savitri*

Librarian

LIBRARIAN

D Y PATIL

D Y Patil University School of Dentistry  
NERUL, NAVI MUMBAI.

*[Signature]*

Dean

D Y Patil University School of Dentistry

NERUL

SCHOOL OF DENTISTRY  
D. Y. PATIL DEEMED TO BE UNIVERSITY  
DEAN

DEAN

D. Y. PATIL DEEMED TO BE UNIVERSITY  
SCHOOL OF DENTISTRY  
NERUL

# Narotam Sekhsaria Foundation

## MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding dated 1<sup>st</sup> day of September 2020 (the "MOU"), sets forth the broad understanding amongst the Parties:

**NAROTAM SEKHSARIA FOUNDATION**, a section 25 company registered under the Companies Act, 1956 and having its registered office at 1st Floor, Nirmal Bldg., Nariman Point Mumbai – 400 021, represented by **Dr. Monique Kamat** (hereinafter referred to as the "Franchisor" which expression shall unless it be repugnant to the subject or context thereof, include its successors in interest and assigns) of the **FIRST PART**.

**AND**

**Dr. G.D. Pol Foundation's – YMT Dental College and Hospital**, Kharghar, Navi Mumbai - having its principal place of office at YMT Dental College & Hospital, Institutional area, Sector-4, Kharghar, Navi Mumbai, Maharashtra 410 210, represented by **Dr. Meghna Vandekar**, **Dean, Faculty of Dentistry, YMT Dental College and Hospital**, Kharghar, Navi Mumbai (hereinafter referred to as the "Franchisee" which expression shall unless it be repugnant to the subject or context thereof, include its successors in interest and permitted assigns) of the **SECOND PART**

Franchisor and Franchisee shall wherever the context so requires be individually referred to as "**Party**" and collectively as "**Parties**".

The Parties have agreed to the following broad terms for the Transaction envisaged below:

- Grant**
- (1) Franchisor has, as the result of expenditure of time, skill, effort, and money, conceptualized and developed a distinctive project relating to tobacco cessation service under the name of "LifeFirst" aiming to catalyse, build capacity and establish a high quality proven tobacco cessation service. The Franchisor also provides training, implementation protocol and monitoring mechanisms for organizations/ institutions willing to implement the said service (collectively the "**Project**") by acting as a scientific resource. All rights, title and interest in the Project including but not limited to any intellectual property rights belong to the Franchisor.
  - (2) The Franchisee wishes to obtain from the Franchisor a limited, non-exclusive and non-transferable right to implement the Project, in accordance with the terms of this MOU, within the territory of India ("**Territory**") and procuring the technical assistance of the Franchisor as set out herein.
  - (3) In consideration of the mutual covenants and promises contained herein and other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the Franchisor hereby appoints the

Registered Office: 1<sup>st</sup> Floor, Plot No. 241/242, Shree Nirmal Building, Near Inox, Nariman Point, Mumbai 400021 | Tel. (+91-22)61326200  
Email: admin@nsfoundation.co.in | www.nsfoundation.com | CIN: U91990MH2002NPI.137708



*MJ Vandekar*



**Roles and  
Responsibilities  
of the Parties**

Franchisee to carry on the Project and grants to Franchisee a limited, non-exclusive and non-transferable right to implement the Project within the Territory in accordance with the terms hereof.

- (4) The Franchisee agrees that the Project shall be implemented only on the locations pre-approved by the Franchisor in writing.

**THE FRANCHISOR**

- (1) Making available to the Franchisee operating and marketing/communication manuals, protocol, electronic data base consisting of specifications, procedures, and techniques generally utilized by the Franchisor in relation to the Project on terms and conditions as may be mutually agreed between the Parties from time to time in writing.
- (2) Making available information and access to all training programs and seminars conducted by the Franchisor in relation to the Project on terms and conditions as may be mutually agreed between the Parties from time to time in writing
- (3) Coordinating the monitoring and evaluation of the Project with the Franchisee.
- (4) Providing time to time instructions to the Franchisee in relation to running the Project.
- (5) The Franchisor shall monitor and evaluate the project on a periodic basis.

**THE FRANCHISEE**

- (1) Providing eligible human resources for execution of the Project. The Franchisor shall not be responsible for any of Franchisee's personnel working on the Project.
- (2) Identifying locations to implement the Project and getting the same approved by the Franchisor.
- (3) Implementing all procedures and protocol as may be required by the Franchisor in relation to the Project.
- (4) Ensuring that the Project complies with all applicable laws.
- (5) Being responsible for compliances with regulatory/statutory requirements.
- (6) Conducting the Project in an efficient manner in accordance with the terms and conditions prescribed and providing quarterly reports to the Franchisor in relation to the Project.

*Makarub*



*MJVandekar*



**Intellectual  
Property Rights**

The Franchisee agree that :

- (1) The Franchisor is the sole owner of all intellectual property rights in relation to the Project. The Intellectual property rights in the Project shall include but not be limited to the brand 'LifeFirst' and such other trade names, service marks, trademarks, logos, emblems, and other Indicia of origin as may hereafter be designated by the Franchisor in writing for use in connection with the Project in the Territory (collectively, the "Trademarks").
- (2) The Franchisor has built-up an excellent reputation and goodwill in India in the Trademarks, which is associated with the highest standards service. The Franchisee shall not use the Trademarks in any way that the Franchisee reasonably believes to negatively affect the validity of the registration/applications for registration of the Trademarks or causes disrepute to the Franchisor.
- (3) The Franchisee shall use only the Trademarks designated by the Franchisor, and shall use them only in the manner authorized and permitted by the Franchisor. Any unauthorized use thereof shall constitute an infringement of the Franchisor's rights.
- (4) The right and license of the Trademarks granted hereunder to the Franchisee is non-exclusive and non-transferable. Any and all goodwill arising from the Franchisee's use of the Trademarks shall inure solely and exclusively to the Franchisor's benefit.
- (5) The Franchisee shall not challenge or contest whether directly or indirectly, the Franchisor's ownership, right, title or interest to the Trademarks, and any application for registration and/or registration thereof by the Franchisor.
- (6) The Franchisee shall not adopt or use, either during the Term or after its termination, any trade mark, trade name, name, symbol or logo confusingly similar to the Trademarks.
- (7) All goodwill accrued during the Term will belong to the Franchisor and for this purpose use by the Franchisee will be deemed to be use by the Franchisor.
- (8) Any research studies that are conducted through or based on the Project at Franchisee's project site and any publication shall have equal intellectual property rights by both the Franchisor and Franchisee. Any research arising from this data will be co-authored by the concerned representatives of the Franchisor and the Franchisee. Either Parties shall not author/publish anything on its own in relation to the Project or using any data of the Project without the prior written consent of the other Party.

*Mkumar*



*MJVandekar*



- Advertisements** (1) All local advertising and promotion by Franchisee shall be in such media, and of such type and format as Franchisor may approve; shall be conducted in a dignified manner; and, shall conform to such standards and requirements as Franchisor may specify.
- (2) Franchisee's advertising and promotion measures must always and duly comply with all applicable laws.
- Confidentiality** (3) The Parties agree to treat any information given to it by the other Party (which is not, on the date it is so given, already in the public domain) for the purposes of the negotiation or execution of this MOU ("Confidential Information") as confidential.
- (4) The Parties to this MOU agree that they shall not disclose any Confidential Information to any person except its employees, agents, shareholders and advisors on a strictly need-to-know basis, for the purpose of enabling the execution or effective negotiation of the MOU.
- (5) The confidentiality provisions as stipulated hereunder shall survive the termination of this MOU.

The Parties to this MOU further agree that they shall not, except with the prior written consent of the other Party, make any disclosure of the Confidential Information and except as required by any legal stipulation applicable to it or its affiliates. In case of such disclosure required by legal stipulation, as soon as practicable after it is made aware of the requirement to make such disclosure, the concerned Party shall inform the other Party of the need to disclose such Confidential Information and the legal stipulation which requires disclosure of such Confidential Information.

**Indemnity** The Franchisee hereby indemnifies the Franchisor and holds it harmless against all losses, claims, demands, proceedings, costs (including reasonable attorney's fees) against the Franchisor that may arise out of or in connection with any acts or omission of the Franchisee in relation to the Project.

**Governing Law, Jurisdiction and Dispute Resolution** This MOU shall be governed by the laws of India and any disputes arising in relation to the binding provisions (as identified above) shall be resolved by arbitration under the Arbitration and Conciliation Act, 1996 (as amended from time to time) at Mumbai. The arbitrator shall be appointed jointly by the Parties and the language of the arbitration shall be English. In the event the Parties fail to jointly appoint an arbitrator, the arbitrator shall be appointed in accordance with the Act. Subject to the provisions relation to arbitration, the courts of Mumbai alone shall have the jurisdiction to entertain and try matters relating to or arising from and out of this MOU.

**Binding Effect** The provisions of this MOU are binding on the Parties.

*M. J. Nandekar*

*M. J. Nandekar*






**Assignment** No Party shall be permitted to assign this MOU without the prior written consent of the other Parties.



**Entire Agreement** This MOU supersedes all previous verbal and written communication between the Parties relating to the transaction envisaged herein.

**Term and Termination** This MOU shall be effective for a period of five (5) years from **1<sup>st</sup> September 2020 to 31<sup>st</sup> August 2025** unless terminated earlier by the Parties ("Term"). Either Party has the right to terminate this MOU by giving a prior written notice of three (3) months to the other Party.

**ACCEPTED AND AGREED TO ON THIS FIRST DAY OF SEPTEMBER 2020**

For NAROTAM SEKHSARIA FOUNDATION	For YMT Dental College and Hospital
  <p>Dr. Monique Kamat, Chief Executive Officer</p>	 <p><b>DEAN</b> <b>Y.M.T. Dental College</b> <b>&amp; Hospital Kharghar,</b> <b>Navi Mumbai - 410 210</b></p> <p>Dr. Meghna Vandekar, Dean</p>
Date: 1 <sup>st</sup> September 2020	Date: 1 <sup>st</sup> September 2020.

WITNESS.

1. Dr. Dheeraj D. Kakra  1/9/2020
2. Dr. Purvz - BHATE  1/9/2020.

1<sup>st</sup> January 2024

**Memorandum of Understanding  
Between  
Kamal Medtech Pvt Ltd  
&  
Dr. GD Pol Foundation, YMT Dental College & Hospital**

To ,  
The Dean  
Dr.GD Pol Foundation  
Y.M.T Dental College & Hospital  
Department of Prosthodontics  
Institutional Area, Sector 4  
Kharghar,  
Navi Mumbai

Respected Sir/ Madam,

At the outset, we would like to thank you for the interest shown in partnering with Kamal Medtech Pvt Ltd in offering best solution to your patients. Collaboration between Kamal Medtech & Department of Prosthodontics for research purpose with i-Fix implants.

i-Fix Dental Implant has been Conceptualized, Designed & Developed by Indian Institute of Technology (IIT) Delhi in collaboration with Maulana Azad Institute of Dental Sciences (MAIDS), Delhi Under the Patronage of Council of Scientific & Indian Research(CSIR) - NMITLI Program. I-Fix implant has received India FDA approval & ISO 13485 Quality Certification. iFix has also received USA Patent for its unique design in 2017 & CE certified in 2021.

Collaboration between Kamal Medtech and Department of Prosthodontics, Y.M.T Dental College & Hospital for research purpose for the year 2024 - 2026

i-Fix implants + Abutments	Rs.3800 (incl. gst)
Ball abutment housing pack of 2	Rs.1792 (incl. gst)
Healing abutment	Rs.500 (incl. gst)
Implant Analog	Rs.460 (incl. gst)
Impression Coping	Rs. 840 (incl. gst)
Multi Unit Straight ( against exchange with other abutment)	Rs.225(incl. gst)
Multi Unit Angled (against exchange with other abutment)	Rs.1350 (incl. gst)
Implant +Abutment + Healing Abutment, Impression coping + Implant Analog	Rs.5600 (incl.gst)

**Kamal Encon Industries Limited**

(CIN : U74999HR1983PLC016894)

Plot No. 917, Sector - 68, IMT Faridabad - 121001, Haryana, India  
Phone No.: +91-129-2984917, 7834850917, Email : info@kamalencon.com

**Payment Terms:**

- (i) Our Channel partner Novveta Healthcare INC. shall provide consignment stock of 50 Implants & Abutments to the college.
- (ii) Our Sales Manager shall perform stock usage check on 30<sup>th</sup> of every month. On matching the same invoice will be raised for the consumed implants.
- (iii) Invoiced amount for the usage of implants shall be payable by the College to Novveta Healthcare Inc. within 30 days of the invoice generation.
- (iv) The replenishment stock will be dispatched on 1<sup>st</sup> week of every month to Y.M.T Dental College & Hospital, Kharghar by Novveta Healthcare Inc.

We trust, you find the above in order and we look forward for your acceptance of the MOU and signing of the agreement.

Thanking you,

Yours sincerely,

**Dr. Neeta Shetty**  
Head- Training & Marketing  
i-Fix Implants

Accepted and agreed to proposal

For Dr.GD Pol Foundation  
Y.M.T Dental College & Hospital, Kharghar

For Kamal Medtech Pvt Ltd.,

**Mr. Mohammed Qadry**  
Country Manager – India & Export Markets  
Kamal Medtech





DR. G. D. POL FOUNDATION  
Y.M.T. DENTAL COLLEGE AND HOSPITAL

Institutional Area, Sector-4, Kharghar, Navi Mumbai - 410210.

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☎ 022-27744429

BRING MINDS. EMPOWERING FUTURE

Ref No. YMTDC/3015/2018

Date: 15/11/2018


### MEMORANDUM OF UNDERSTANDING

This memorandum of understanding is made on 15<sup>th</sup> Day 11<sup>th</sup> month of 2018 between TATA MEMORIAL HOSPITAL which is represented by its Unit Head, herein named as party one and YMT Dental College and Hospital, Kharghar, Navi Mumbai represented by its Dean herein named as party two

The parties hitherto agree as follows:

1. Party one declares that TATA Memorial hospital is a Super-specialty hospital specialized for Cancer Care.
2. Party two is a teaching institute which trains aspiring students in the field of dentistry at graduate and post-graduate levels, affiliated to the Maharashtra University of Health Sciences.
3. Party two provides training to post-graduate trainees in the field of Oral and Maxillofacial surgery, who are required to complete training as per Dental Council of India norms.
4. Party one here by agrees to be a partner centre to party two for the benefit of post-graduate trainees from the Dept. Of Oral and Maxillofacial Surgery in order to train them in the field of Oro-facial Cancers as mentioned in the Dental council of India requirements for post-graduate training.
5. Party one agrees to provide students from party two, clinical exposure to its patients in the OPD.
6. Party one agrees to provide students opportunity to observe and assist procedures carried out in OT, observe bed-side procedures, decorum and attend or participate in case discussions and treatment planning in its premises.
7. Party one agrees to provide preceptors required to train the post-graduate students in Oral and Maxillofacial Surgery.

8. Party one agrees that, it will completely co-operate with the students from party two by allowing them to use the required facilities during the posting.
9. Both the parties will make sure that there is smooth conduct of the program.
10. This agreement is to be in effect for ten years from the time of its endorsement by both the parties.
11. The officials representing TATA Memorial hospital and YMT Dental College and Hospital are signing this MOU to achieve the beneficial objectives of MDS, Oral and Maxillofacial Surgery program.



Dr. Devendra Chaukar  
Prof. and Head, Oncology  
TATA MEMORIAL Hospital  
Parel, Mumbai



Dr. Meghna Vandekar,  
Dean,  
YMT Dental College and Hospital  
Kharghar, Navi Mumbai



# DR. G. D. POL FOUNDATION Y.M.T. DENTAL COLLEGE AND HOSPITAL

Institutional Area, Sector-4, Kharghar, Navi Mumbai - 410210.

✉ ymtden@yahoo.com

☎ 022-27744429

ENRICHING MINDS, EMPOWERING FUTURE

Ref No. YMTDC/2791/2018

Date: 18/10/2018

## MEMORANDUM OF UNDERSTANDING

This memorandum of understanding is made on 18<sup>th</sup> Day 10<sup>th</sup> month of 2018 between BSES MG HOSPITAL which is represented by its Project Director herein named as party one and YMT Dental College and Hospital, Kharghar, Navi Mumbai represented by its Dean herein named as party two

The parties hitherto agree as follows:

1. Party one declares that BSES MG hospital is a 100 bedded hospital with a specialized centre for Orofacial Clefts.
2. Party two is a teaching institute which trains aspiring students in the field of dentistry at graduate and post-graduate levels, affiliated to the Maharashtra University of Health Sciences.
3. Party two provides training to post-graduate trainees in the field of Oral and Maxillofacial surgery, who are required to complete training as per Dental Council of India norms.
4. Party one here by agrees to be a partner centre to party two for the benefit of post-graduate trainees from the Dept. Of Oral and Maxillofacial Surgery in order to train them in the field of Oro-facial clefts as mentioned in the Dental council of India requirements for post-graduate training.
5. Party one agrees to provide students from party two, clinical exposure to its patients in the OPD.
6. Party one agrees to provide students opportunity to observe and assist procedures carried out in OT, observe bed-side procedures, decorum and attend or participate in case discussions and treatment planning in its premises.
7. Party one agrees to provide preceptors required to train the post-graduate students in Oral and Maxillofacial Surgery.

8. Party one agrees that, it will completely co-operate with the students from party two by allowing them to use the required facilities during the posting.
9. Both the parties will make sure that there is smooth conduct of the program.
10. This agreement is to be in effect for ten years from the time of its endorsement by both the parties.
11. The officials representing BSES MG hospital and YMT Dental College and Hospital are signing this MOU to achieve the beneficial objectives of MDS, Oral and Maxillofacial Surgery program.



Dr. Parit Ladani  
Project Director,  
Swiss Cleft Center  
BSES MG hospital  
Andheri (W), Mumbai



Dr. Meghna Vandekar,  
Dean,  
YMT Dental College and Hospital  
Kharghar, Navi Mumbai



ENRICHING MINDS, EMPOWERING FUTURE

DR. G. D. POL FOUNDATION  
Y.M.T. DENTAL COLLEGE AND HOSPITAL

Institutional Area, Sector-4, Kharghar, Navi Mumbai - 410210.

✉ ymtden@yahoo.com

☎ 022-27744429

ORALSUR

Ref No. YMTDC/2555/2018

Date: 26/9/2018

**MEMORANDUM OF UNDERSTANDING**

This memorandum of understanding is made on 26<sup>th</sup> Day 9<sup>th</sup> month of 2018 between Dept of Plastic Surgery, LTMMC and LTMG Hospital, which is represented by its Dept. Head, herein named as party one and YMT Dental College and Hospital, Kharghar, Navi Mumbai represented by its Dean herein named as party two

The parties hitherto agree as follows:

1. Party one declares that LTMG hospital is a multi-specialty hospital
2. Party two is a teaching institute which trains aspiring students in the field of dentistry at graduate and post-graduate levels, affiliated to the Maharashtra University of Health Sciences.
3. Party two provides training to post-graduate trainees in the field of Oral and Maxillofacial surgery, who are required to complete training as per Dental Council of India norms.
4. Party one here by agrees to be a partner centre to party two for the benefit of post-graduate trainees from the Dept. Of Oral and Maxillofacial Surgery in order to train them in the field of trauma and facial Aesthetic Surgery as mentioned in the Dental council of India requirements for post-graduate training.
5. Party one agrees to provide students from party two, clinical exposure to its patients in the OPD.
6. Party one agrees to provide students opportunity to observe and assist procedures carried out in OT, observe bed-side procedures, decorum and attend or participate in case discussions and treatment planning in its premises.

7. Party one agrees to provide preceptors required to train the post-graduate students in Oral and Maxillofacial Surgery.
8. Party one agrees that, it will completely co-operate with the students from party two by allowing them to use the required facilities during the posting.
9. Both the parties will make sure that there is smooth conduct of the program.
10. This agreement is to be in effect for ten years from the time of its endorsement by both the parties.
11. The officials representing Dept of Plastic Surgery, LTMMC and LTMG Hospital and YMT Dental College and Hospital are signing this MOU to achieve the beneficial objectives of MDS, Oral and Maxillofacial Surgery program.

Mukund.3

Dr. Mukund Jagannathan  
Prof. and HOD  
Dept of Plastic Surgery  
LTMMC and LTMG Hospital  
Sion, Mumbai

M J Vandekar

Dr. Meghna Vandekar,  
Dean,  
YMT Dental College and Hospital  
Kharghar, Navi Mumbai.