

Bajashekas Bajashekas Bisubba Rao Ell 2001 LICENCED STAMF VEMDOR
L.No: 15-27-053/2011, R.L.No.15-57-061/2023
Plot No.37, H.No.2-1-111/3, Padmavathi Nagar Colony,
Nagole, Uspat (M), MJA, Diet. Soc 963, C41; 9293/195326

MEMORANDUM OF UNDERSTANDING

This Memorandum of understanding ("MOU") is entered on 1st February 2023.

BETWEEN

Mallareddy Dental College for Women, as one of the Reputed & leading educational institution, having its office at Jeedimetla Main Road, Hyderabad, Telangana 500055.

Hereinafter referred to as "Mallareddy Dental College for Women" which expressions shall include its successors; administrators and assigns is the party of the "FIRST PART."

And

Coltene Whaledent Pvt. Ltd, Mumbai, INDIA - hence forth called as CWI

which expressions shall include its successors, administrators and assigns is the party of the "SECOND PART".

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1. Terms and Termination

This MOU shall be valid for a period of 3 years from the Effective Date. Thereafter the parties may mutually agree to extend this MOU in Writing. Price list is subject to upward/downward revision every year in the month of January.

Either party may terminate this MOU for convenience within thirty (30) days prior written notice to the other party.

Party may terminate this MOU upon thirty (30) days prior written notice to the other party for breach of any material provision of this MOU, and where there is failure to correct such breach within the said notice period.

2. Other General Terms

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

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

4. Confidentially and IPR

All commercial, process product and design information specific to Coltene Whaledent Pvt Ltd, "Mallareddy Dental College for Women", shall be kept confidential.

5. Governing Law

This MOU shall be governed and construed in accordance with the laws of Republic of India.

6. Dispute

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

WHEREAS "Mallareddy Dental College for Women" wishes to establish a vibrant Industry – Interaction cell with an objective to nurture professionals fully prepared to meet industrial requirements by the time they complete their degree are in principle willing to establish an understanding, Where Parties shall work together in number of ways with the objective of nurturing industry ready professionals to meet greater technology challenges.

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

a) Student Internships — Coltene Whaledent Pvt Ltd may accept limited number of students each year for internships for any period mutually agreed, shall be period to train them in industrial processes by conducting visit to its operation site in India. There will be neither any obligation on part of the Coltene Whaledent Pvt Ltd to pay for travel, hospitality and any remuneration to the students at the time of internship nor to guarantee them employment on completion of internship. "Mallareddy Dental College for Women" agrees to depute a responsible faculty to monitor periodically the progress of students and ensure their disciplinary behavior meeting with Coltene Whaledent Pvt Ltd norms and regulations.

Coltene Whaledent Pvt Ltd may give an attendance cum performance review report to be submitted by students to "Mallareddy Dental College for Women" and Coltene Whaledent Pvt Ltd.

- b) Industrial Consultancy: Coltene Whaledent Pvt Ltd and its group, of companies may, at its sole desertion, give technical support to Post Graduate Students on case-to-case basis. The outcome of the projects will be shared between the relevant technical experts at "Mallareddy Dental College for Women" and Coltene Whaledent Pvt Ltd. Material support or information sharing can be done on case-to-case basis depending upon the papers submitted for research. Support is at the discretion of Coltene Whaledent Pvt Ltd involved towards completion of any project will be agreed (in writing by the Managing Director or any officer of equivalent level) prior to commencement of project, on case-to-case basis between "Mallareddy Dental College for Women" and Coltene Whaledent Pvt Ltd
- c) Lecture & Workshop-may be organized by the industry expert through Coltene Whaledent Pvt Ltd at its own discretion.

NOW THEREFORE, this Agreement witnessed as follows:

1. Scope of Work of Coltene

- Coltene may facilitate in organizing Hands-on Workshops in batches of 25 participants, once in
 every 3 months. The materials to be used in the workshops will be provided by Coltene on sharing
 basis. The Instruments and Equipment shall be on returnable basis whereas the consumables will
 be shared. Non-Coltene products and other arrangements to be managed by "Mallareddy Dental
 College for Women"
- Coltene will provide special support for faculty and students pursuing their research by way of
 providing in-depth product information / studies. Coltene will also provide a special subsidy of
 50% on the basic retail price of the products on which the research is being done.
- Coltene will strive to organize webinars at least once in 6 months conducted by our KOL's on topics of interest depending on value of orders placed by "Mallareddy Dental College for Women" to CWI.
- Coltene will offer a special Price List exclusive for "Mallareddy Dental College for Women", however, no minimum orders are expected from "Mallareddy Dental College for Women".
- This special Price List will be mutually exclusive and confidential and will remain valid for one
 year or till next January whichever comes first.

2. CONSIDERATION

• The consideration payable to Coltene for providing the services at ANNEXURE A. The extra taxes shall be charged as and when applicable.

d) Effective Date:

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

Executed for and on behalf of:
Mallareddy Dental College for Women
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Name: DR RAMANA REDDY KV
Designation: PRINCIPAL