# SHARAVATHI DENTAL COLLEGE & HOSPITAL



Alkola, T.H. Road, Shimoga - 577205 (Karnataka). (Recognized by the Dental Council of India) (Affiliated to Rajiv Gandhi University of Health Sciences, Bangalore, Karnataka) NAAC ACCREDITED

# **MOUS WITH GOVERNMENT AND OTHER APPROVED AGENCIES**

GOVERNMENT OF INDIA भारत सरकार ATOMIC ENERGY REGULATORY BOARD परमाण् ऊर्जा नियामक परिषद् RADIOLOGICAL SAFETY DIVISION विकिरण संरक्षा प्रभाग Case File Number: KA-68103-RF-XR-003 Issue Date: 12/10/2019 Document Number: 19-REGNEWIMPORT-525651 Expiry Date: 12/10/2029 REGISTRATION FOR OPERATION OF MEDICAL DIAGNOSTIC X-RAY EQUIPMENT In exercise of powers conferred under Section 16 and 17 as applicable of Atomic Energy Act, 1962 read in conjunction with Rule (3) of the Atomic Energy (Radiation Protection) Rules {AE(RP)R}, 2004, the Atomic Energy Regulatory Board (AERB) hereby issues Registration in favour of Dr.GIRIDHAR KAMATH to operate the following diagnostic radiology equipment located at ALKOLA, T.H ROAD, SHIMOGA, KARNATAKA, 577204 for Medical Diagnosis. Type of Name of **Equipment Identification** Name of Supplier Model Name Serial No Equipment Manufacturer No FONA S.r.l. SIRONA DENTAL O:2811A2623 Dental (Intra Vario DG G-XR-118824 SYSTEMS PVT.LTD. Oral) The PRINCIPAL, SHARAVATHI DENTAL COLLEGE AND HOSPITAL, SHIMOGA and DR. GIRIDHAR KAMATH are hereby identified as the Employer and licensee respectively, for the purpose of assigning the responsibilities specified in the Atomic Energy (Radiation Protection) Rules, 2004, in respect of radiation protection of workers, public and environment because of operation of the above equipment. The Employer and Licensee are responsible for, I. Ensuring compliance with the relevant provisions of the Atomic Energy Act, 1962 Atomic Energy (Radiation Protection) Rules, 2004; ii. iii. AERB Safety Code (AERB/SC/Med-2), 2001, Amendment 2012, and the revisions thereof All applicable Safety Codes, Guides issued by AERB for the above practice and regulatory documents issued iv. by AERB from time to time. Directives issued by Competent Authority from time to time. II. Ensuring compliance with terms and conditions stated overleaf. Note: This Registration is issued ONLY from the RADIATION SAFETY VIEW POINT. All other clearances shall be obtained from concerned state/central/local authorities as applicable. Dr. P. K. Dash Sharma Head, RSD SHARAVATHI DENTAL COLLEGE AND HOSPITAL ALKOLA, T.H ROAD SHIMOGA-577204, KARNATAKA Principal Sharavathi Dental College & Hospital Note: This document is also available at www.aerb.gov.in/elora परमाणु ऊर्जा नियामक परिषद्, नियामक भवन, अणुशक्तिनगर, मुंबई 400094 (महाराष्ट्र) Atomic Energy Regulatory Board, Niyamak Bhavan, Anushaktinagar, Mumbai 400094 (Maharashtra) 50 9001:2008 वेबसाउट/Website: www.aerb.gov.in दरभाष/Tel: 91-22-2599 0656 there / Fax: 91-22-2599 0650

भारत सरकार परमाणु ऊर्जा नियामक परिषद् विकिरण संरक्षा प्रभाग



GOVERNMENT OF INDIA ATOMIC ENERGY REGULATORY BOARD RADIOLOGICAL SAFETY DIVISION

Case File Number: KA-68103-RF-XR-002

Document Number: 19-REGNEWIMPORT-525649

Issue Date: 12/10/2019

Expiry Date: 12/10/2029

#### REGISTRATION FOR OPERATION OF MEDICAL DIAGNOSTIC X-RAY EQUIPMENT

In exercise of powers conferred under Section 16 and 17 as applicable of Atomic Energy Act, 1962 read in conjunction with Rule (3) of the Atomic Energy (Radiation Protection) Rules {AE(RP)R}, 2004, the Atomic Energy Regulatory Board (AERB) hereby issues Registration in favour of Dr.GIRIDHAR KAMATH to operate the following diagnostic radiology equipment located at ALKOLA, T.H ROAD, SHIMOGA, KARNATAKA, 577204 for Medical Diagnosis.

Type of Equipment	Model Name	Name of Manufacturer	Name of Supplier	Equipment Identification No	Serial No
Dental (Intra Oral)	Vario DG FONA S.r.1		SIRONA DENTAL SYSTEMS PVT.LTD.	G-XR-118822	:2901VA2772

The PRINCIPAL, SHARAVATHI DENTAL COLLEGE AND HOSPITAL, SHIMOGA and DR. GIRIDHAR KAMATH are hereby identified as the Employer and licensee respectively, for the purpose of assigning the responsibilities specified in the Atomic Energy (Radiation Protection) Rules, 2004, in respect of radiation protection of workers, public and environment because of operation of the above equipment.

The Employer and Licensee are responsible for,

- I. Ensuring compliance with the relevant provisions of the
  - i. Atomic Energy Act, 1962
  - ii. Atomic Energy (Radiation Protection) Rules, 2004;
  - iii. AERB Safety Code (AERB/SC/Med-2), 2001, Amendment 2012, and the revisions thereof
  - iv. All applicable Safety Codes, Guides issued by AERB for the above practice and regulatory documents issued by AERB from time to time.
- Directives issued by Competent Authority from time to time. II. Ensuring compliance with terms and conditions stated overleaf.

#### Note:

This Registration is issued ONLY from the RADIATION SAFETY VIEW POINT. All other clearances shall be obtained from concerned state/central/local authorities as applicable.

Dr. P. K. Dash Sharma Head, RSD

SHARAVATHI DENTAL COLLEGE AND HOSPITAL ALKOLA, T.H ROAD SHIMOGA-577204, KARNATAKA

वेवसाइट/Website: www.aerb.gov.in

Principal

Sharavathi Dental College & Hospital Shivamogga-577 205.

Note: This document is also available at www.aerb.gov.in/elora

परमाणु ऊर्जा नियामक परिषद् नियामक भवन, अणुशक्तिनगर, मुंबई 400094 (सहाराष्ट्र) Atomic Energy Regulatory Board, Niyamak Bhavan, Anushaktinagar, Mumbai 400094 (Maharashtra)



दूरभाष/Tel: 91-22-2599 0656

फैक्स/Fax: 91-22-2599 0650



भारत सरकार परमाणु ऊर्जा नियामक परिषद विकिरण संरक्षा प्रभाग



GOVERNMENT OF INDIA ATOMIC ENERGY REGULATORY BOARD RADIOLOGICAL SAFETY DIVISION

Issue Date: 12/10/2019

Document Number: 19-REGNEWIMPORT-525653

Case File Number: KA-68103-RF-XR-004

Expiry Date: 12/10/2029

#### REGISTRATION FOR OPERATION OF MEDICAL DIAGNOSTIC X-RAY EQUIPMENT

In exercise of powers conferred under Section 16 and 17 as applicable of Atomic Energy Act, 1962 read in conjunction with Rule (3) of the Atomic Energy (Radiation Protection) Rules {AE(RP)R}, 2004, the Atomic Energy Regulatory Board (AERB) hereby issues Registration in favour of Dr.GIRIDHAR KAMATH to operate the following diagnostic radiology equipment located at ALKOLA, T.H ROAD, SHIMOGA, KARNATAKA, 577204 for Medical Diagnosis.

Type of Equipment	Model Name	Name of Manufacturer	Name of Supplier	Equipment Identification No	Serial No
Ortho Pantomograp hy (OPG)		M/s. Sirona Dental Systems Gmbh	SIRONA DENTAL SYSTEMS PVT.LTD.	G-XR-118826	89864

The PRINCIPAL, SHARAVATHI DENTAL COLLEGE AND HOSPITAL, SHIMOGA and DR. GIRIDHAR KAMATH are hereby identified as the Employer and licensee respectively, for the purpose of assigning the responsibilities specified in the Atomic Energy (Radiation Protection) Rules, 2004, in respect of radiation protection of workers, public and environment because of operation of the above equipment.

The Employer and Licensee are responsible for,

- I. Ensuring compliance with the relevant provisions of the
  - Atomic Energy Act, 1962
  - Atomic Energy (Radiation Protection) Rules, 2004; ii.
  - iii. AERB Safety Code (AERB/SC/Med-2), 2001, Amendment 2012, and the revisions thereof
  - iv. All applicable Safety Codes, Guides issued by AERB for the above practice and regulatory documents issued by AERB from time to time.
- Directives issued by Competent Authority from time to time.
- II. Ensuring compliance with terms and conditions stated overleaf.

#### Note:

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Dr. P. K. Dash Sharma Head, RSD

SHARAVATHI DENTAL COLLEGE AND HOSPITAL ALKOLA, T.H ROAD SHIMOGA-577204, KARNATAKA



Note: This document is also available at www.aerb.gov.in/elora



वेबसाइट/Website: www.aerb.gov.in

परमाणु ऊर्जा नियासक भरिषद्, नियासक भवन, अणुशक्तिनगर, मुंबई 400094 (महाराष्ट्र) Alomic Energy Regulatory Board, Niyamak Bhavan, Anushaktinagar, Mumbai 400094 (Maharashtra)



फैक्स/Fax: 91-22-2599 0650

दूरभाष/Tel: 91-22-2599 0656

भारत सरकार परमाणु ऊर्जा नियामक परिषद विकिरण संरक्षा प्रभाग



GOVERNMENT OF INDIA ATOMIC ENERGY REGULATORY BOARD RADIOLOGICAL SAFETY DIVISION

Case File Number: KA-68103-RF-XR-005

Document Number: 23-REGNEWIND-1058318

Issue Date: 13/02/2023

Expiry Date: 13/02/2033

# REGISTRATION FOR OPERATION OF MEDICAL DIAGNOSTIC X-RAY EQUIPMENT

In exercise of powers conferred under Section 17 as applicable of Atomic Energy Act, 1962 read in conjunction with Rule (3) of the Atomic Energy (Radiation Protection) Rules {AE(RP)R}, 2004, the Atomic Energy Regulatory Board (AERB) hereby issues Registration in favour of Dr.GIRIDHAR KAMATH to operate the following diagnostic radiology equipment located at ALKOLA, T.H ROAD, SHIMOGA, KARNATAKA, 577204 for Medical Diagnosis.

Type of Equipment	Model Name	Name of Manufacturer	Name of Supplier	Equipment Identification No	Serial No
Dental (Intra Oral)	ALERIO DC OPTIMA	IATOME ELECTRIC INDIA PRIVATE LIMITED	IATOME ELECTRIC INDIA PRIVATE LIMITED	G-XR-175031	AOPA4822969

The PRINCIPAL, SHARAVATHI DENTAL COLLEGE AND HOSPITAL, SHIMOGA and DR. GIRIDHAR KAMATH are hereby identified as the Employer and licensee respectively, for the purpose of assigning the responsibilities specified in the Atomic Energy (Radiation Protection) Rules, 2004, in respect of radiation protection of workers, public and environment because of operation of the above equipment.

The Employer and Licensee are responsible for,

- I. Ensuring compliance with the relevant provisions of the
  - i. Atomic Energy Act, 1962
  - Atomic Energy (Radiation Protection) Rules, 2004; ii.
  - iii. AERB Safety Code [AERB/RF-M ED/ SC-3 (Rev.2), 2016], Amendment 2012, and the revisions thereof
  - iv. All applicable Safety Codes, Guides issued by AERB for the above practice and regulatory documents issued by AERB from time to time.
- Directives issued by Competent Authority from time to time.
- II. Ensuring compliance with terms and conditions stated overleaf.

#### Note:

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Dr. P. K. Dash Sharma Head, RSD

SHARAVATHI DENTAL COLLEGE AND HOSPITAL ALKOLA, T.H ROAD SHIMOGA-577204, KARNATAKA

> Principal Sharavathi Dental College & Hospital

Note: This document is also available at www.aerb.gov.in/elora



परमाणु ऊर्जा नियामक परिषद्,नियामक भवन, अणुशक्तिनगर, मुंबई 400094 (महाराष्ट्र) Atomic Energy Regulatory Board, Niyamak Bhavan, Anushaktinagar, Mumbai 400094 (Maharashtra)

वेबसाइट/Website: www.aerb.gov.in

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	KHB	Office, Sa	dik Nagar 1 Tele : 984:	Rd ,Chitradurga-57750	l .
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T	he Wate	er (Prevent	ion & Conti &	rol of Pollution) Act, 1974	
,	The Air	(Preventio	on & Contro	l of Pollution) Act, 1981	
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	Shara	vathi Denta	en e	nd Hospital, Sagar Road	
2			ARNA	TAKA	
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5 Sharavatni	Dental	Lonege and	Shimo	y. No. 66/134, 69/1& 2, 65	,Sagar Koad
Consent Or	der No	PCBID	INW ID	Industry Colour/Scale	Date of Issue
AW-3374	487	74986	189065	ORANGE/LARGE	26/04/2023
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#### THE SHUSHRUTHA BIO-MEDICAL WASTE MANAGEMENT SOCIETY (R.) Site # - 31/C, K.I.A.D.B Industrial Area, Machenahalli - 577222, Shimoga Dist. 🥐 08182246090, 🖾 - shushruthasmg@gmail.com, 🌐 - www. shushrutha.org, Plus Code - VM85+8W Shivamogga, Karnataka President Secretary Treasurer Dr. Prashanth Isloor Dr. C.S. Girish Dr.Purushothama R B Eye Clinic - Sagar Nursing Home Sapthami Dental Clinic Achyuth Rao Layout,

# - 9844126889 @ - drpraisloor@yahoo.co.in

Shimoga-577201

Jayanagar Main Road, Shimoga-577201 # - 9448159316 @ - drgirishcs@gmail.com

**B R M ENT Clinic** LLR Road, Shimoga-577201 # - 9448319861 @ - rbpurushotliam@gmail.com

Ref No. :

#### Certificate of Service

This is to certify that the below detailed Health Care Facility is registered with Common Bio-Medical Waste Treatment Facility for Management of Solid Bio-Medical Wastes.

Name of the Facility	SHARAVATHI E HOSPITAL-GAE	DENTAL COLLEGE &
Proprietor / In charge of t	ne Facility Sri Madhu Bang	iarappa
Date & Month of Enrollme		
Category HOSPITAL A	TACHED INSTITUTIONS-DEN	TAL-DI-130 CHAIRS

**Communication Details :** 

Address : SHARAVATHI DENTAL HOSPITAL-GADIKOPP/ Sri Madhu Bangarappa T.H Road, Opp. Nanjapp Gadikoppa-577204 SMG Taluk, SMG Dist.,	A sharavathide Mobile num	· · · · · · · · · · · · · · · · · · ·	
Facility Code :			
Validity : Till MARCH 2024	TNU	1100	
For Common Bio-Medical Was	ite Treatment Facility	Carry	i ini ini ini ini ini ini ini ini ini i
Dr. Girish.C.S Secretary	En 2004		
Please display th	nis certificate at a prominent place (Kindly Renew before March	e in the Health Care Facility n 31 <sup>st</sup> )	

CBMWTF – Managed by The Shushrutha Bio-Medical Waste Management Society (R.)

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Principal Sharavathi Dental Colle - ·····ital Shivamogga-577 200.



Sharavathi Education Trust (R) Sharavathi Education Trust (R) Dental College and Hospital ಶರಾವತಿ ದಂತ ಮಹಾವಿದ್ಯಾಲಯ ಮತ್ತು ಆಸ್ಪತ್ರೆ (Recognized by Dental Council of India & Affiliated to R.G.U.H.S.)

Ref: No: SDC/SMG/2023/ 298

Date: 14-07-2023

### То,

The Commissioner, Health and Family welfare Services, Government of Karnataka, 5<sup>th</sup> Floor, West Wing, Arogya Soudha, 1<sup>st</sup> Cross, Magadi Road, Bangalore – 560 203.

#### Subject: Regarding submission of Memorandum of Understanding.

Dear Sir,

0

We are hereby submitting the Memorandum of Understanding of Danta Bhagya Scheme between Sharavathi Dental College & Hospital, Shivamogga and The Commissioner, Health and Family Welfare Services, Government of Karnataka, Bangalore, for your purview and needful action.

Thanking you



Principal Sharavathi Dental College & Hospital T.H. Road, Alkola, Shivamogga-577 2055

N H - 206, Alkola, T.H. Road, Shivamogga-577205, Karnataka. 08182 - 298181 / 298171, M : 9449187257 sharavathidentalcollege@gmail.com www.sharavathidc.org



#### INDIA NON JUDICIAL

#### **Government of Karnataka**

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Article 12 Bond

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Certificate No. Certificate Issued Date Account Reference Unique Doc. Reference Purchased by Description of Document Description Consideration Price (Rs.) First Party Second Party Stamp Duty Paid By

Stamp Duty Amount(Rs.)

M O U AGREEMENT 0 (Zero) COMMISSIONER OF HEALTH AND FAMILY WELFARE GOK : PRINCIPAL SHARAVATHI DENTAL COLLEGE HOSPITAL SMG PRINCIPAL SHARAVATHI DENTAL COLLEGE HOSPITAL SMG 100 (One Hundred only)

PRINCIPAL SHARAVATHI DENTAL COLLEGE HOSPITAL SMG

Please write or type below this line

## MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding made on the Fourteenth day of July, 2023. As per Government Order No: AKUKA 114 CGM 2014, Dated: 30.03.2015,

BETWEEN: Government of Karnataka represented by The Commissioner, Department of Health and Family Welfare Services, Arogya Soudha, Magadi Road, Bangalore- 560 023 (here in after referred to as 'The First Party). (Which expression shall

#### Statutory Alert:

Page 1 of 6 The authenticity of this Stamp certificate should be verified at 'www.shcilestamp.com' or using e-Stamp Mobile App of Stock Holding.' Any discrepancy in the details on this Certificate and as available on the website / Mobile App renders it invalid.
The onus of checking the teglitimacy is on the vestor of the certificate.
In case of any discrepancy please inform the Competent Authority.

unless it be repugnant to the context or meaning there of be deemed to mean and include their successors, executors, permitted assigns and administrators) of the first part AND: Principal Sharavathi Dental College & Hospital, Shivamogga (herein referred to as 'The Second Party') whose address is T.H. Road, Alkola, Shivamogga – 577 205.

WHEREAS Commissioner, Health and Family Welfare Services, Government of Karnataka (GoK), is the Competent Authority at State level to implement various Programmes and Schemes of the Health & Family Welfare Services and shall implement the Oral Health State Policy to provide complete/Partial Dentures to the needy citizens (45 years and above) who are below poverty line and the policy shall be herein called as "Danta Bhagya Yojane".

WHEREAS Sharavathi Dental College & Hospital, located at T.H. Road, Alkola, Shivamogga – 577 205 established in the year 1992 has professional, academic and technical proficiency in implementing the scheme "Danta Bhagya Yojane" and henceforth has agreed to provide the technical support and treatment for providing the complete dentures to the needy since 45 years and above citizens who are below poverty line.

AND WHEREAS Commissioner, Health and Family Welfare Services, Government of Karnataka, and Sharavathi Dental College & Hospital recognize the necessity to synergize and mutually co-operate to provide removable complete/Partial Dentures to the needy citizens who are below poverty line in Karnataka and thereby to effectively implement the scheme of "Danta Bhagya Yojane" as part of the Oral Health Policy.

NOW THERFORE, this MoU: hereby bestows the covenants in terms of certain roles and responsibilities for the parties for the smooth functioning of the "Danta Bhagya Yojane" and other schemes of Oral Health Policy as and when announced by the First Party.

Rule and Responsibilities of first party (Commissioner, Health and Family Welfare Services, Government of Karnataka)

1. Eligibility criteria for identifying the beneficiaries, referring to the nearby facility shall be made.



Page 2 of 6

Principal Sharavathi Dental College & Hospital Shivamorea, 577,200

- 2. 1st party Department shall pay an amount flat Rs. 2000 (Rupces two thousand only) per complete denture and Rs 1000 (Rupees One thousand only) per Partial denture to the Dental College and Dental Units under Government Hospitals. (Mean and include their successors, executors, administrators and permitted assigns of the first part.). Which includes the cost of treatment plan, manpower, materials, technical services, and other incidental expenses.
- 3. 1st party Department shall provide the format for referral slips and monthly reports to all the concerned Institutions.
- 4. The 1st party assigns or Dental Health Officer working at any State-run Government Health Centre/Government Hospital shall ONLY authorize the beneficiaries to avail the benefits of the scheme after scrutinizing the necessary documents.
- 5. The 1st party, assigns shall make payments to the Colleges shall be made into their bank accounts on a monthly basis after submitting their monthly report and invoice through treasury.
- 6. The 1st party Department shall train the ANM's/ASHA's/paramedical personnel to identify diagnose and refer the beneficiaries to the referring Dental Surgeons.

#### Rule and Responsibilities of second party (Sharavathi Dental College)

- 1. 2<sup>nd</sup> party Dental College shall conduct dental outreach camps in association with concerned District Dental Nodal Officers and District Health authorities to select the beneficiaries.
- 2. 2<sup>nd</sup> party Dental College shall not charge any kind of additional fees such as OPD card charges or registration fees, etc. The scheme does not include the cost of drugs, medications and other incidental expenses related to the complete/Partial dentures.
- 3. 2<sup>nd</sup> party shall Complete/Partial dentures shall be made using standard treatment procedures and materials.
- 4. The 2<sup>nd</sup> party Dental College shall not deny or delay treatment for the eligible beneficiaries of this scheme. However, the beneficiaries can be allotted appointment on first-cum-first serve basis and preferably on fixed days of the month to avoid undue delay of treatment.
- 5. The 2<sup>nd</sup> party Dental College shall treat the beneficiaries of this scheme as its own patient and take all necessary measures such as informed consent.
- 6. The 2<sup>nd</sup> party Dental College shall submit their monthly reports to the District Health & Family Welfare Officer and Deputy Director, Oral Health, Policy and Dental Health) periodically as agreed by both the parties.



- The 2<sup>nd</sup> party must refer the Beneficiaries of this project only by Dental Health Officer working at any State-run Government Health Centre/Government Hospital.
- 8. The 2<sup>nd</sup> party Dental College shall work as per the action plan provided by the Deputy Director, Oral Health Policy & Dental Health, Health & Family Welfare Services.

#### The parties agree as follows:

- Term: The Project implementation will commence on <u>signing of MOU</u>. The term of this Memorandum of Understanding is for a period of Five years and may be renewed unless terminated within the terms of this agreement under clause 15and further subject to satisfactory performance and decision of the GoK.
- 2. Financial provisions and management of funds: All the payments for project activities will be paid directly to the Second party/Dental College upon timely Submission of their monthly reports to the District Health & Family Welfare Officer and Deputy Director (Oral Health Policy and Dental Health) periodically as agreed by both the parties The payments to the Colleges shall be made into their bank accounts on a monthly basis after submitting their monthly report and invoice through treasury.
- 3. The Second Party shall not make any changes without prior approval from the 1<sup>st</sup> party and Government of Karnataka. Changes in the line item shall not alter the main purpose of the project and shall be done only to ensure smooth implementation of the agreed project goal.
- 4. Publicity: The second party must take all necessary steps to publicize the fact that the Health and Family Welfare Department, Government of Karnataka, has financed the activities funded under this scheme be made known to 1<sup>st</sup> party. The Health and Family Welfare Department, Government of Karnataka, May acknowledge the second party for its effort and technical support in implementing the project.
- 5. Assignment: This Memorandum of Understanding and the ensuing disbursement shall not be transferred or assigned to a third party in any manner whatsoever without prior written consent from the Health & Family Welfare Department, Government of Karnataka.
  - Independent second party relationship: Nothing contained herein shall be construed to imply a joint venture, partnership, or employer and employee relationship between parties. Neither party shall have any right, power, or authority to create any obligation, express or implied, on behalf of the other except as defined in this Memorandum of Understanding or as mutually agreed to under the terms of Memorandum of Understanding. The employees or



Page 4 of 6

agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purpose whatsoever.

- Modifications, Amendments or waivers: No modifications or amendments to this Memorandum of Understanding nor the waiver of any provision shall be valid unless presented in writing and signed by duly authorized representatives of both the parties, within 30 days of such necessity.
- 8. Applicable laws- Legal disputes: This Memorandum of Understanding shall be interpreted by, and construed in accordance with the laws of the Republic of India. All disputes, differences or questions between the parties with respect to any matter arising out of or relating to, but not limited to, the existence, validity, construction, performance and termination of this agreement which the parties cannot amicably settle shall be finally settled before Principal Secretary, Health & Family Welfare, GoK.
- 9. Modification: Both the parties may modify this MoU based on a mutual understanding. Such understanding shall always be in writing, signed by both the parties.
- 10. Relationship: Nothing in this MoU shall constitute, create or give effect or recognize a joint venture, partnership or principal/agent relationship between the parties or a business entity of any kind. Neither party shall have the express or implied right or authority to assume or create any obligations on behalf of or in the name of the other party or to blind the other party to any other contract, agreement or undertaking with any third party.
- 11. Confidentiality: The second party shall treat as confidential, during as well as after, the performance of any work under this Memorandum of Understanding, any information, including any personal information defined by the Health & Family Welfare Department, Government of Karnataka, to which the Second Party becomes privy as a result of acting under this Memorandum of Understanding. The Second Party shall not disclose any such information to any other person or party which is not participating in this Memorandum of Understanding in a form that could reasonably be expected to identify the person, including individuals, to whom such information relates.
- 12. Pre-Termination: This Memorandum of Understanding may be terminated, in whole of in a part, only by 1<sup>st</sup> party at any time upon 30 (Thirty) days prior written notice of termination to the 2<sup>nd</sup> party.
- 13. Upon pre termination of work performed before the date of termination, each party shalf be fully and forever released and discharged from any legal and all obligations, covenants of liabilities of whatsoever kind or nature in law or equity or otherwise arising out of or in connection with the Memorandum of Understanding by and between the parties.

Page 5 of 6

14. Notices: All notices and demands under this Memorandum of Understanding shall be made in writing and shall be communicated by e-mail or conventional mail to the mail address of the receiving party.

- 15. Liabilities: Each party shall be solely responsible for all claims or damages of its own in connection with this MoU unless such claims and damages arise as a result of the misconduct, fault, negligence of any of the parties or breach of any of the terms and conditions of this MoU.
- 19 Intellectual Property Rights: It is expressly agreed that first party shall have sole ownership rights over all intellectual property of work and materials developed during the term of this MoU. The second party will be appropriately acknowledged by the first party for the work performed by them as per the Terms & Condition of MoU.
- 20 IN WITNESS WHEREOF, the parties have executed this Memorandum of Understanding. (Seal & Signature preceded by hand-written "read and approved")

Commissioner, Principal/Dean, Health, Family Welfare Services, Principal Sharavathi Dental College & Hospitai Government of Karnataka. Shivamogga-577 205. First party NIOX 86g. NO. £-5 707 ADDOMAVIHS 16512 OEN INEVERA Second party EIVIE SWORM 1. Witness. for s Bangalore 560023 Bhavani Rao, B.A., U.B., Date: \_ NOTARY GOVT. OF INDIA SHIVAMOGGA - 577 201 Witness for: . 20.21 Date ..... [.U. 2 0 Department of Prosthodontics SHARAVATHIDENTAL COLLEGE 1. & HOSPITAL AIKOIS SHIMOGA 2. L Page 6 of 6