



St. JOSEPH DENTAL COLLEGE

(A Post Graduate Dental Institute)

Duggirala, ELURU – 534 003, Eluru Dt., A.P., INDIA

: +91 08812 – 277583, Fax : +91 08812 - 277767



Memorandum of understanding for characterization of materials and/or samples

This Memorandum of Understanding (hereinafter referred to as “MoU”) made on this 22nd day of July 2022,

Between

St. Joseph dental college (SJDC) which is run by VDMC trust and falls under the Eluru diocese of catholic church of India, Situated at Duggirala, Pedavegi mandal, Eluru, Andra pradesh.

And

Virtue-Meta sol, Ground Floor, SMR Vinay Capitol, Balanagar, Hyderabad, Telangana. The Virtue-Meta sol provides service of characterization of the materials like Scanning electron microscopy, FTIR, TEM etc.

HEREBY agrees to establish collaboration according to the terms and conditions set out in the articles below.

The said agreement between VARCHU MARC LLP and SJDC will be in the following areas:

Article I: Industrial Testing & Use of Laboratories:

It is an important area to collaborate for Virtue-Meta sol and members shall utilize the various Laboratories that are available with Virtue-meta sol. The equipment & faculty expertise could be used by the SJDC for varied purpose on chargeable basis as on decided by Virtue meta-sol.

Article II. Undertaking Need based Projects:

The problems faced by an Institute/ Hospital undertaking are many viz. technical, biomedical, human, system & procedures. In this collaboration, Virtue-Meta sol will undertake Consultancy activities which will be need based. The activity will involve Problem Identification, Problem Definition, Data collection, Data Analysis, Problem solving by taking corrective actions. These projects would be undertaken in joint consultation and benefits will be shared suitably.

Article III- Confidentiality:

As part of this MoU, either party will acquire or develop confidential and proprietary information concerning its dealings and methods of dealings. Both parties agree that such Confidential Matter is for the other party's exclusive benefit and that, either party will not directly or indirectly use or disclose any Confidential Matter, except for specified purpose. Receiving party shall use the Confidential Matter of the other party only to its employees, directors and advisors on a 'need to know' basis. Disclosing party does not give any warranty for accuracy or completeness of confidential matter. Upon the termination of this MoU's, either party will promptly return all confidential matters to the other party. The confidentiality obligations stated herein shall survive for two (2) years after termination of this MoU's. The obligations contained in this Clause shall not apply to information in the public domain or is received from a third party without restrictions or is developed independently or is in possession of the receiving party.



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Article IV: Agreements for Research Collaboration:

The research collaboration undertaken by the parties hereunder shall be initiated by the signing of a separate research agreement between the parties, which will describe in detail:

- a. The nature, scope and schedule of the research collaboration.
- b. The estimated cost of the research collaboration together with the amount of funding, if any, to be received from third parties.
- c. The treatment of intellectual property and data rights, including Patents, industrial design registration, copyrights and all other proprietary information (including innovations not patented designs, not registered etc.) which result from the research collaboration, or which belong to a party are used in research collaboration. The publication, IPR, Patents will be property of both and shall carry the names of both.
- d. Fair Publication will be published by both the party author.
- e. Acknowledgement will be given to the institute of other party.
- f. Other provisions as may be mutually agreed upon, including provisions covering the consequences of default or termination by a participant, term, arbitration of disputes and applicable law.
- g. Once the work has been received from the student and/or faculty of SJDC, Virtue-Meta sol will take the maximum two weeks' time (or) necessary time to complete the testing of the sample based on the scope of work.
- h. The students and/or Staff of SJDC will provide an advance of 50% at the time of providing the sample for testing.

Article V. This MoU is not legally binding contract and under no circumstances does this memorandum subject either of the parties to liability for breach, whether material or minor, of contract or any other liability under national applicable law.

Article VI: Statement of Dispute:

Any dispute arising out of work related with this MoU will be settled through mutual discussion.

Article VII: Duration

This agreement will become effective upon the date of signature by both parties. It shall remain valid for period of two years from the date of last signature, with the understanding that it may be modified by written mutual consent of both parties.



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This memorandum of understanding completed in English is hereby signed in two (2) copies with one (1) copy remaining in the possession of each institution.

AGREED

For St. Joseph dental college

For M/s Virtue meta-sol


PRINCIPAL
St. Joseph Dental College & Hospital
DUGGIRALA, ELURU-534 003,
W.G.Dt., A.P. India
Authorized Signatory & Date


Authorized signatory & Date

Witnesses

- 1. 
- 2. 