

अष्टिमवङ्ग पश्चिम बङ्गाल WEST BENGAL

AH 816161

## MEMORANDUM OF UNDERSTANDING

Between

**DR. R AHMED DENTAL COLLEGE AND HOSPITAL, KOLKATA**

And

**INDIAN INSTITUTE OF SCIENCE EDUCATION AND RESEARCH KOLKATA**

For

## COLLABORATIVE RESEARCH

**Dr. R Ahmed Dental College and Hospital, Kolkata**, having its registered office at 114, A J C Bose Road, Kolkata West Bengal, Pin Code: 700014, India, herein referred to as **RADC&H**

And

**INDIAN INSTITUTE OF SCIENCE EDUCATION AND RESEARCH KOLKATA** and a not-for-profit registered society in India having its registered office at Campus Rd, Mohanpur, Haringhata farm, herein referred to as "**IISER Kolkata**".

This **MOU** sets down the mutually agreed broad framework for joint research and academic activities in various fields of interest. It also incorporates the modalities for collaboration.

1. **PREAMBLE:**

- 1.1 The **Dr. R. Ahmed Dental College and Hospital** is a Government dental college & Hospital located in **Kolkata**, in the state of West Bengal, India. It is affiliated to the West Bengal University of Health Sciences and is recognized by Dental Council of India. It teaches Bachelor of Dental Surgery (BDS) and Master of Dental Surgery (MDS) courses in various specialties. One of the oldest colleges in Southeast Asia owes its existence to Dr. Rafiuddin Ahmed (1890-1965). It is India's first dental college. This college has produced many notable graduates and post graduates in the field of dentistry and surgery over the last few decades. Apart from treating patients of a large part of Eastern India and overseas countries like Nepal, Bhutan and Bangladesh, this institution is also known for collaborative research with various research organizations in the various fields related to dentistry like oral pathology, prosthodontics, periodontics etc.

1.2 **BRIEF ABOUT IISER Kolkata**

The Indian Institute of Science Education and Research Kolkata (IISER Kolkata) is an autonomous institute dedicated to science and education. Located in Mohanpur near the town of Kalyani in Nadia, West Bengal, India, it was established by the Ministry of Education, Government of India on July 11, 2006. In 2012, it was elevated to the status of an Institute of National Importance through the NIT Amendment Act. In 2022, the Nature Index ranked it fourth among academic institutions in India. The institute has a total of 7 departments and 5 research centers. IISER Kolkata combines cutting-edge research with innovative teaching at both undergraduate and postgraduate levels, consistently aiming for academic and scientific excellence. IISER Kolkata is renowned for its research output in various areas, including cancer biology, developmental biology, chemical and polymer sciences, and astronomy. It holds a prominent position among Indian institutes.

2. **PURPOSE:**

The aim is to promote cooperation and collaboration in research studies. This agreement will enable Researchers and Clinicians from both the organizations to undertake collaborative research studies.

3. **SCOPE OF CO-OPERATION**

**RADC&H** and **IISER KOLKATA** desire to implement, in the areas of mutual interest, cooperative and collaborative activities, which would address multidisciplinary scientific and technological, problems as well as achieve educational goals to advance research through inventions, improvements and discoveries on problems of relevance to the country. Each Institution will appoint one person to be specifically responsible for the information transfer, contacts etc. involved in this MOU. The contact persons will be responsible for

  
**DIRECTOR**  
**IISER KOLKATA**

  
**Principal**  
**Dr. R. Ahmed Dental College & Hospital**  
**Kolkata-700014**



the dissemination of the information within their respective institution.

#### 4. ROLES AND RESPONSIBILITIES OF **RADC&H KOLKATA** AND **IISER KOLKATA**

##### 4.1 Collaborative Research

- This MOU will enable exchange of samples and information between the organizations to address research questions of mutual interest.
- The faculty and staff of **RADC&H** and **IISER Kolkata** may jointly apply to the funding agencies for financial support for the collaborative research.
- Capacity building through exchange and training of students and researchers without any credit transfer and/or dual degree option.
- Authorship in publications from the Collaborative Research will be based on academic standards and accordance with ICMJE guidelines & mutually agreed Terms and Conditions.

#### 5. INTELLECTUAL PROPERTY:

All Intellectual Property (IP) disclosed or introduced in connection with this MOU and all materials in which such intellectual property is disclosed or introduced shall be jointly owned by both the Institutions. The ratio of ownership and the process for management and commercialization of the IP will be decided based on mutual agreement and the extent of contribution of the respective parties to the research.

#### 6. CONFIDENTIALITY

- (1) Neither of the institutions shall use the name or logo of the other for any purpose whether in relation to any advertisement or other form of publicity without obtaining the prior written consent of the other institution.
- (2) However, the institutions may notify third parties of the fact that this MOU is in effect.
- (3) All information furnished in relation to this MOU by one institution to the other, which is clearly identified as proprietary or confidential at the time of disclosure, will be kept confidential by the receiving institution, and will not be disclosed to any third party other than to carry out the provisions of this MOU, unless agreed in writing between the institutions. This includes abstracts and presentations for scientific meetings pertaining to the collaborative research project.
- (4) The provisions of this clause will not apply to information in the public domain; information in the possession of the receiving institution prior to the disclosure of the information; information which is independently developed by the receiving institution; information required to be released by law; and information which is rightfully received by receiving institution from third parties without accompanying confidentiality obligations.
- (5) This clause will survive the expiration or termination of this MOU for one year from the date of expiration or termination of this MOU.

  
**DIRECTOR**  
**IISER KOLKATA**

  
**Principal**  
**Dr. R. Ahmed Dental College & Hospital**  
**Kolkata-700014**

## 7. INDEMNIFICATION

Each Party is responsible for its own acts and omissions relating to this Agreement and any materials or equipment or services provided in connection with this Agreement, including without limitation, acts or omissions of its employees, faculty, staff, students, sub- contractors, or consultants or the like. Each Party (in the capacity as Indemnifying Party) agrees to indemnify, defend and hold the other Party, its directors, officers, employees, students, advisors and agents (in the capacity of Indemnified Party) harmless, from and against any claims, demands, suits, proceedings, damages, costs, losses, liabilities, fines, penalties and expenses therewith to the extent such demand, claim or action relates to or is based on violation of any applicable law or rules or breach of confidentiality; or any violation or misappropriation or infringement of third party intellectual property rights or moral/privacy rights of the other Party.

## 8. DISPUTE RESOLUTION

The governing laws shall be the laws of India. Any disputes arising in relation to or in connection with the MoU between the parties shall be resolved by mutual negotiations. In case of unresolved disputes, the parties shall refer the dispute for arbitration, to the sole arbitrator appointed by the parties hereto and the decision of the arbitrator shall be final and binding on both the parties. The provisions of the Arbitration and Conciliation Act (1996) shall apply to such arbitration. Such arbitration proceedings shall be held in Kolkata.

## 9. GENERAL CONDITIONS FOR THIS AGREEMENT


This MOU shall take effect from the date of signing of the MOU and be valid for a period of 3(three) years unless otherwise renewed. Renewal of the MOU shall be considered at least six months before the termination of this initial period. Either party may terminate this MOU at any time by giving not less than 2 months written notice to the other party, provided that the institutions shall use their best efforts to ensure that visits or exchanges arranged prior to such termination will continue until completion. This MOU may also be modified in writing by mutual consent at any time.

All research activities undertaken jointly by RADC&H and under this MOU will be governed by the Laws of India. This MOU shall be governed by and construed in accordance with Indian laws subject to exclusive jurisdiction of court in Kolkata, India.

  
DIRECTOR  
IISER KOLKATA

  
Principal  
Dr. R. Ahmed Dental College & Hospital  
Kolkata-700014

10. NODAL PERSONS FROM BOTH SIDES

<p>Name: FACULTY MEMBER AND DESIGNATION AND AFFILIATION</p> <p><i>Sumit Sen Santara</i></p> <p> Sumit Sen Santara, Ph.D. Assistant Professor Department of Biological Sciences IISER-Kolkata, Mohanpur, IISER KOLKATA Nadia - 741 246</p>	<p>Name: FACULTY MEMBER AND DESIGNATION AND AFFILIATION</p> <p><i>Debarati Ray</i></p> <p>Associate Professor Dept. of Oral &amp; Maxillofacial Pathology Dr. R. Ahmed Dental College &amp; Hospital KOLKATA</p>
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In witness whereof the undersigned, duly authorized thereto, have signed this MOU on this day,


*[Signature]*  
Director  
IISER Kolkata  
14/5/2024

*[Signature]*  
Principal  
Dr. R. Ahmed Dental College & Hospital  
RADCH Kolkata  
Kolkata-700014

निदेशक / Director  
भारतीय विज्ञान शिक्षा एवं अनुसंधान संस्थान कोलकाता  
Date Indian Institute of Science Education and Research Kolkata  
(Under Ministry of HRD, Govt. of India)  
SEAL: मोहनपुर / Mohanpur - 741 246, पश्चिम बंगाल / West Bengal

Date:  
SEAL:

Witness: 1) *[Signature]*

Dean of International Relations and Outreach  
भारतीय विज्ञान शिक्षा एवं अनुसंधान संस्थान कोलकाता  
Indian Institute of Science Education and Research Kolkata  
(Under Ministry of Education, Govt. of India)  
मोहनपुर / Mohanpur - 741 246, पश्चिम बंगाल / West Bengal, India  
*Sumit Sen Santara*  
 Sumit Sen Santara, Ph.D.  
Assistant Professor  
Department of Biological Sciences  
IISER-Kolkata, Mohanpur,  
IISER KOLKATA Nadia - 741 246

Witness: 1) *Jay Gopal Kumar*  
Professor  
HOD & Post Graduate Guide  
Dept. of Oral Pathology  
Dr. R. Ahmed Dental College & Hospital  
Kolkata  
2) *Debarati Ray*  
Associate Professor  
Dept. of Oral & Maxillofacial Pathology  
Dr. R. Ahmed Dental College & Hospital  
KOLKATA