

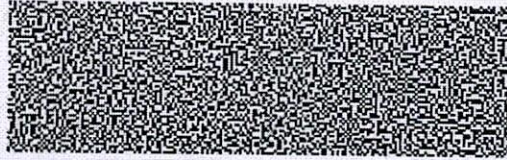
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INDIA NON JUDICIAL

Government of Karnataka

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Account Reference : NONACC (FI)/ kacrsfl08/ MYSORE SOUTH3/ KA-MY
Unique Doc. Reference : SUBIN-KAKACRSFL0850025523714385V
Purchased by : J S S DENTAL COLLEGE AND HOSPITAL MYSURU
Description of Document : Article 37 Note or Memorandum
Description : M O U
Consideration Price (Rs.) : 0
(Zero)
First Party : THE COMMISSIONER DEPT OF HEALTH AND FW SERVICES
Second Party : J S S DENTAL COLLEGE AND HOSPITAL MYSURU
Stamp Duty Paid By : J S S DENTAL COLLEGE AND HOSPITAL MYSURU
Stamp Duty Amount(Rs.) : 500
(Five Hundred only)



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MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding made on the Saturday of 5th August 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- 560023

Statutory Alert

1. The authenticity of the Stamp certificate should be verified at www.e-stamp.gov.in by using e-Stamp Verification App or e-Stamping App or by scanning the QR code on the Certificate and be available on the e-Stamping Mobile App and e-Stamping App.
2. The price of checks, the legitimacy and the issue of the certificate.
3. If any discrepancy is observed, please report to the Competent Authority.

(here in after referred to as „The First Party). (Which expression shall 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: **JSS Dental College and Hospital, Mysuru** (herein referred to as „The Second Party“) whose address is JSS Medical Institutions Campus Shivarathreeshwara Nagar, Bannimantpa, Mysuru-570015 (Which expression shall unless repugnant to be context or meaning there of be deemed to mean and include their successors, executors, administrators and permitted assigns) of the other part.

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 JSS Dental College & Hospital , located at Mysuru established in the year 1986 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 JSS Dental College and Hospital, Mysuru** 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 THEREFORE, 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

1. Eligibility criteria for identifying the beneficiaries, referring to the nearby facility shall be made.
2. 1st party Department shall pay an amount flat Rs. 2000 (Rupees two thousands only) per complete denture and Rs 1000 (Rupees One thousands only) per Partial denture to the Dental
3. 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.
4. 1st party Department shall provide the format for referral slips and monthly reports to all the concerned Institutions.
5. 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.
6. 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.

7. 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

1. 2nd party JSS Dental College shall conduct dental outreach camps in association with concerned District Dental Nodal Officers and District Health authorities to select the beneficiaries.
2. 2nd party JSS 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. 2nd party shall Complete/Partial dentures shall be made using standard treatment procedures and materials.
4. The 2nd party JSS 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 2nd party JSS Dental College shall treat the beneficiaries of this scheme as its own patient and take all necessary measures such as informed consent.
6. The 2nd party JSS 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.
7. The 2nd 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 2nd party JSS 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:

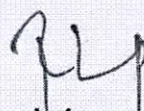
1. Term: The Project implementation will commence on signing of MOU. The term of this Memorandum of Understanding is for a period of Five years and may be renewed unless terminated within the terms of this agreement under clause 15 and further subject to satisfactory performance and decision of the GoK.
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 1st 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 1st 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.
6. **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 agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purpose whatsoever.
7. **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 bind 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 or in part, only by 1st party at any time upon 30 (Thirty) days prior written notice of termination to the 2nd party.
13. Upon pre termination of work performed before the date of termination, each party shall be fully and forever released and discharged from any legal and all obligations, covenants or 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.
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.
16. **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.
17. **IN WITNESS WHERE OF,** the parties have executed this Memorandum of Understanding.

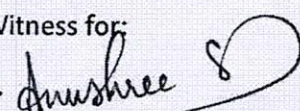
(Seal & Signature preceded by hand-written "read and approved")

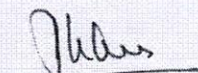

Commissioner,
Health, Family Welfare Services,
Government of Karnataka.
Bangalore 560023


First party

Date: _____

Witness for:

1. 
Asst. Admn. Officer
JSS Dental College & Hospital
Mysuru - 15

2. 


Principal
J.S.S. Dental College & Hospital
Principal/Dean
JSS Dental College & Hospital
Second party