



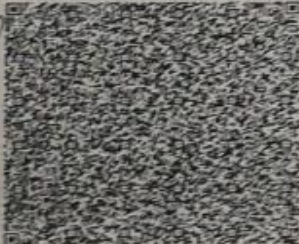
सत्यमेव जयते

# INDIA NON JUDICIAL Government of Karnataka

e-Stamp

Certificate No.	: IN-KA83527629036694N
Certificate Issued Date	: 29-Jun-2015 10:45 AM
Account Reference	: NONACC (FI)/ kacrsf108/ TUMKUR3/ KA-TU
Unique Doc. Reference	: SUBIN-KAKACRSFL0816274285237373N
Purchased by	: PRINCIPAL S S D C TUMAKURU
Description of Document	: Article 4 Affidavit
Description	: AFFIDAVIT
Consideration Price (Rs.)	: 0 (Zero)
First Party	: PRINCIPAL S S D C TUMAKURU
Second Party	: NA
Stamp Duty Paid By	: PRINCIPAL S S D C TUMAKURU
Stamp Duty Amount(Rs.)	: 100 (One Hundred only)

JD (M)  
6/1/15



For Govt. Employees Multipurpose  
Co-operative Society Ltd., Tumkur  
*[Signature]*  
Authorized Signatory

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## MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding made on the 8<sup>th</sup> day of July 2015 by and  
**BETWEEN:** Commissionerate, Health, Family Welfare and AYUSH Services, Government of Karnataka, Karnataka, whose headquarters are located at 3<sup>rd</sup> Floor, IPP Building, Directorate of Health & Family Welfare Services, Anand Rao Circle, Bangalore- 560009 (herein referred to as 'The First Party').  
**AND:** Sri Siddhartha Dental College (herein referred to as 'The Second Party') whose address is Agalakote, B.H.Road, Tumkur-572107.

Sri Siddhartha Dental College  
Agalakote, B.H.Road, Tumkur-572107  
Principal

*[Signature]*  
Principal

Sri Siddhartha Dental College  
Agalakote, B.H.Road, Tumkur-572107

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**WHEREAS** Commissionerate, Health, Family Welfare and AYUSH Services, Government of Karnataka (GoK), is the Competent Authority at State level to implement various Programmes and Schemes of the Health & Family Welfare Department and shall implement the Oral Health Policy to provide complete dentures to the needy senior citizens (60 years and above) who live below poverty line and this part of the policy shall be herein called as "Danta Bhagya Yojane".

**WHEREAS** Sri Siddhartha Dental College, located at Tumkur established in the year 8<sup>th</sup> June 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 senior citizens who live below poverty line.

**AND WHEREAS** Commissionerate, Health, Family Welfare and AYUSH Services, Government of Karnataka, and Sri Siddhartha Dental College recognize the necessity to synergize and mutually co-operate to provide complete dentures to the needy senior citizens who live 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.

**Responsibilities of Commissionerate, Health, Family Welfare and AYUSH Services, Government of Karnataka:**

1. Health & Family Welfare Department shall implement the scheme of Danta Bhagya Yojane" in 30 Districts of Karnataka through the Government and Private Dental Colleges of Karnataka.
2. Eligibility criteria for identifying the beneficiaries, documentation process and records maintenance of beneficiary shall be made by the Health & Family Welfare Department.
3. Health & Family Welfare Department shall pay an amount of Rs. 500 (Rupees Five Hundred Only) per complete denture to the Dental College which includes the cost of treatment plan, manpower, materials, technical services, and other incidental expenses.
4. Health & Family Welfare Department shall provide the format for referral slips and monthly reports to all the concerned Institutions.
5. The Medical Officer/Dental Officer working at any State-run Government Health Centre/Government Hospital shall authorize the beneficiaries to avail the benefits of the scheme after scrutinizing the necessary documents. This does not include the Health Centres/Hospitals run by the Central Government.
6. The payments to the Colleges shall be made online directly into their bank accounts on a monthly basis.

*K. R. Subramanian*  
Principal  
Sri Siddhartha Dental College  
Agalakote, 5th Road Tumkur-572 107

*K. R. Subramanian*  
Principal  
Sri Siddhartha Dental College  
Agalakote, 5th Road Tumkur-572 107





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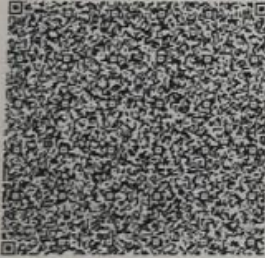
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Certificate No.	: IN-KA83526162363009N
Certificate Issued Date	: 29-Jun-2015 10:45 AM
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Unique Doc. Reference	: SUBIN-KAKACRSFL0816271688372589N
Purchased by	: PRINCIPAL S S D C TUMAKURU
Description of Document	: Article 4 Affidavit
Description	: AFFIDAVIT
Consideration Price (Rs.)	: 0 (Zero)
First Party	: PRINCIPAL S S D C TUMAKURU
Second Party	: NA
Stamp Duty Paid By	: PRINCIPAL S S D C TUMAKURU
Stamp Duty Amount(Rs.)	: 100 (One Hundred only)

For Govt. Employees Multipurpose  
Co-operative Society Ltd., Tumkur

*[Signature]*  
Authorised Signatory



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*K. N. Nishant*  
Principal  
Sri Siddhartha Dental College  
Agalakote, B. H. Road, Tumkur-572 107

Health & Family Welfare Department shall train the ANM's/ASHA's/paramedical personnel within their jurisdictional District to identify, diagnose and refer the beneficiaries to the allotted Dental College.

*K. N. Nishant*  
Principal

Sri Siddhartha Dental College  
Agalakote, B. H. Road, Tumkur-572 107

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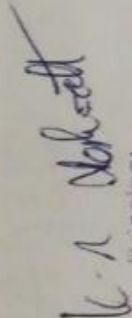


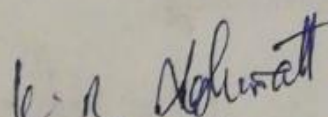
### Responsibilities of the Dental College:

1. Dental College shall conduct some dental outreach camps and refer the beneficiaries to the Dental College or conduct on-site treatment for complete dentures.
2. 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 dentures. However, any beneficiary having a few remaining teeth indicated for total extraction or any other minor procedures indicated as treatment plan for insertion of complete dentures shall be free of cost including tooth extractions.
3. Complete dentures shall be made using standard treatment procedures and materials.
4. The 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 Dental College shall treat the beneficiaries of this scheme as its own patient and take all necessary measures such as informed consent.
6. The Dental College shall submit their monthly reports to the District Health & Family Welfare Officer and Deputy Director (Medical) periodically as agreed by both the parties.

### The parties agree as follows:

1. Term: The Project implementation will commence on 1<sup>st</sup> of July 2015. The term of this Memorandum of Understanding is for 5 years (five years) and may be extended 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 on a post-audit basis, by the State level office on submission of reports by the Second Party to the Deputy Director (Medical).  
An amount of Rs 50,000 will be released in advance to the Second Party for provision of 100 dentures. The second party will be eligible for subsequent advance payments after completion of 100 dentures. Reports should be submitted online every month in the prescribed format including pre & post photographs of the beneficiary.
3. The Second Party shall not make any changes without prior approval from the Commissioner, Health & Family Welfare Department, 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. Statutory liabilities such as TDS (Tax deduction at Source), Professional Tax, etc will be the responsibility of the Member Secretary, Oral Health Policy, and the deductions will be made accordingly as applicable.

  
Principal  
Sri Siddhartha Dental College  
Agalwade B.H. Road Turinur-572 107

  
Principal  
Sri Siddhartha Dental College  
Agalwade B.H. Road Turinur-572 107





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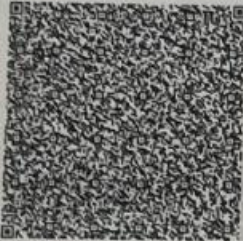
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Certificate No.	: IN-KA28408245944167K
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Account Reference	: NONACO (FI)/ kaksid08/ TUMKUR3/ KA-TU
Unique Doc. Reference	: SUBIN-KAKAKSFCL0829305687439681K
Purchased by	: SIDDARTHA DENTAL COLLEGE
Description of Document	: Article 4 Affidavit
Description	: AFFIDAVIT
Consideration Price (Rs.)	: 0 (Zero)
First Party	: SIDDARTHA DENTAL COLLEGE
Second Party	: SIDDARTHA DENTAL COLLEGE
Stamp Duty Paid By	: SIDDARTHA DENTAL COLLEGE
Stamp Duty Amount(Rs.)	: 20 (Twenty only)

Sri Banashankari Souharda  
Pathina Sahakar Niyamitha  
TUMKUR.

Authorised Signatory



Please write or type below this line.

*K. N. Mohan*  
Principal  
Sri Siddhartha Dental College  
Agalakote, B.H. Road, Tumkur-572 107

Visibility: 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. The Health and Family Welfare Department, Government of Karnataka, shall acknowledge the second party for its effort and technical support in implementing the project.

*K. N. Mohan*  
Principal

Sri Siddhartha Dental College  
Agalakote, B.H. Road, Tumkur-572 107

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6. Force Majeure: Neither party shall be responsible for any breach of contract due to a Force Majeure which is irresistible, unforeseeable and exterior.
7. Assignment: This Memorandum of Understanding and the ensuing disbursement may 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.
8. Independent second party relationship: Nothing contained herein shall be construed to imply a joint venture, partnership, or employer and employess 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.
9. 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.
10. 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 under the Rules of Arbitration, by one or more arbitrators appointed in accordance with said Rules. The arbitration shall take place in Bangalore (India) and the arbitration proceedings shall be conducted in the English language under Indian law.

The arbitration award shall be final and binding upon the Parties and shall be enforceable in any court of competent jurisdiction, and the parties hereby waive any objections to or claims of immunity from jurisdiction and/or in respect of such enforcement.

11. Publicity: Both parties agree to consult each other in case of any requirement of publicity of the said project to the media or any other agency and act diligently in the best interest of the project.
12. 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.

*K. N. Vishwanath*  
Principal

Sri Siddhaganga Dental College  
Agalgaoli, B. K. Road, Tumkur-572 197

*K. N. Vishwanath*  
Principal  
Sri Siddhaganga Dental College  
Agalgaoli, B. K. Road, Tumkur-572 197





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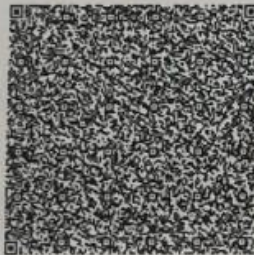
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Description of Document : Article 4 Affidavit  
Description : AFFIDAVIT  
Consideration Price (Rs.) : 0  
(Zero)  
First Party : SIDDARTHA DENTAL COLLEGE  
Second Party : SIDDARTHA DENTAL COLLEGE  
Stamp Duty Paid By : SIDDARTHA DENTAL COLLEGE  
Stamp Duty Amount(Rs.) : 20  
(Twenty only)

En Banashankari Souharda  
Pathana Sahakari Niyamitha  
TUMKUR.

Authorised Signatory



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16-11-2012  
Sri Siddhartha Dental College  
Agalakote B.H. Road, Tumkur-572 107

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.

16-11-2012  
Principal

Sri Siddhartha Dental College  
Agalakote B.H. Road, Tumkur-572 107

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14. 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.

15. Termination: This Memorandum of Understanding may be terminated, in whole or in part, by either party at any time upon 90 (ninety) days prior written notice of termination to the other party.

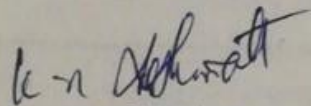
16. Upon termination of work performed before the date of termination, each party shall be fully and forever released and discharged from any legal and all obligations, covenants or liabilities of whatsoever kind or nature in law or equity or otherwise arising out of or in connection with the Memorandum of Understanding by and between the Second Party and the Health & Family Welfare Department, Government of Karnataka.

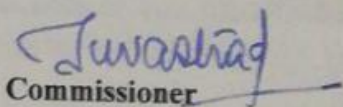
17. Complete Memorandum of Understanding: This Memorandum of Understanding becomes a binding contract only upon signature by both parties and the delivery of fully signed copies to the other party.

18. 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.

19. IN WITNESS WHEREOF, the parties have executed this Memorandum of Understanding.

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

  
Principal/Dean  
Sri Siddhartha Dental College  
Agalakote, B.H. Road, Tumkur-572 107

  
Commissioner  
Health, Family Welfare & AYUSH Services  
Government of Karnataka

Witness for:

Witness for: