

MOU: Salaam Bombay Foundation

AGREEMENT

This Agreement is made on Friday, January 3, 2020 by and between:

1. **SALAM BOMBAY FOUNDATION**, a charitable organization incorporated u/s 25 of the Companies Act, 1956 and registered as a charitable Institution u/s 12A of the Income Tax Act and having its office at 1st Floor, Nirmal Building, Nariman Point Mumbai 400 021, hereinafter referred to as the "SBF" (which expression shall include, unless repugnant to the context thereof, its successors and permitted assigns) of the ONE PART

AND

2. **Terna Public Charitable Trust's Terna Dental College and Hospital** at Sector 22, Plot No 12, Opp. Nerul Railway Station, Nerul West, Navi Mumbai- 400706 hereinafter referred to as the "TDC" (which expression shall include, unless repugnant to the context thereof, its successors) of the OTHER PART

SBF and TDC shall hereinafter collectively be referred to as "Parties" and individually as a "Party".

WHEREAS:

1. SBF is a non-profit organization based in Mumbai and takes up initiatives for spreading awareness about the evils, harms and effects of tobacco use among the youth and children and dissuading them from such habits and creating awareness on role nutrition and balanced diet, personal hygiene and physical activity among adolescents, teachers and parents. The organization also works with various stakeholders in tobacco control including local police departments, to create awareness on health harms of tobacco and tobacco control law and with health and education departments, Food and Drug Administration to advocate for policy changes for effective implementation of tobacco control.

2. TDC is a private dental college and hospital established by the public charitable trust, affiliated to Maharashtra University of Health Sciences, Nashik (MUHS) and recognized by Dental Council of India (DCI). The college offers a Bachelor of Dental Surgery (B.D.S.) course of 5 years duration and Master of Dental Surgery (M.D.S.) Courses in the subjects of Conservative Dentistry and Endodontics, Periodontics, Prosthodontics, Oral and Maxillofacial Surgery, Pedodontics and Orthodontics of 3 years duration.

NOW THEREFORE IN CONSIDERATION OF THE PREMISES AND MUTUAL PROMISES, AND COVENANTS SET FORTH HEREINAFTER, THE PARTIES HERETO ACCEPT AND WITNESSETH AS FOLLOWS:

1. TERM

The duration of this Agreement is for a period of six months commencing from Friday, January 3, 2020 ("Term"). The Agreement shall, during the Term, be subject to review by the SBF after the period of every 2 months. The Agreement may be renewed by way of a written instrument signed by the Parties.

2. SCOPE OF WORK:

The broad Scope of Work in conducting oral health camps at 10 Police Stations of zone 1 of Navi Mumbai Police involves following important components:

1. Seeking permissions from the concerned authorities to conduct oral health camps at each Navi Mumbai Police Station in Zone-1 (Refer Annexure I)
2. Finalizing the dates for the camp at each police station and communicating the dates to the concerned teams in advance
3. Obtaining individual informed consents from the policemen at each police station before oral health examination
4. Oral Health Examination of all the policemen willing to participate and giving consent for oral health examination
5. Oral health examination with a specific focus on diagnosis of tobacco usage, white and pre-malignant conditions (leukoplakia, erythroplakia, Oral Submucous Fibrosis etc.)
6. Analysis of data obtained through oral health camps and writing a detailed report
7. Getting all the necessary clearances from Ethics Committee and Scientific Research

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Conducting oral health camps and managing data

- TDC will arrange for all the necessary logistics (including instruments, equipment, materials, human resource etc.) required for conducting oral health camps at all the police stations on the dates and timings mentioned in timeline.
- TDC will also obtain informed consent from the all the policemen willing to participate in oral health camp to get themselves checked
- TDC will be directly involved in conducting oral health camps with entire police staff present at the police stations on the day of the camp and giving informed consents.
- TDC will focus on overall oral health examination with a specific focus on tobacco usage and oral pre-malignant lesions.
- TDC will also be responsible for data entry and analysis of data collected through oral health camps
- TDC will assign the teams of doctors to conduct oral health camps at multiple police stations in one day (Refer timeline)

Writing report and research papers with due acknowledgement of the SBF

- TDC will also submit a report on the findings of the oral health camps conducted
- TDC will get the necessary clearances from ethics committee and Scientific committee to publish the paper in peer reviewed journals
- With mutual consensus of both SBF and TDC, names of representatives from both the parties will be added as authors in the research papers to be published in peer reviewed journals

Roles and Responsibilities of the SBF

Finalization of oral health camps schedule

- SBF will be responsible for taking all the necessary permissions from the concerned authorities to conduct oral health camps
- SBF will finalize the dates of oral health camps at each police station after consulting with Senior Police Inspector of each Police station initially and then with the TDC
- SBF will share the list of finalized dates of oral health camps with the TDC at least 3 working days in advance
- SBF will also communicate change of date and time of oral health survey, if any, at least 1 day in advance

Note: The data collected through oral health camps could only be utilized for any type of publication subject to final approval from Commissioner of Navi Mumbai Police

3. ORAL HEALTH CAMPS TIMELINE

The timeline mentioned below is tentative and may change subject to final approval concerned authorities from the respective Police Stations:

| Sr. No. | Name of the Police Station | Address | Oral Health Camp Date & Time | |
|---------|----------------------------|--|------------------------------|---------------|
| | | | Date | Time |
| 1 | NERUL POLICE STATION | JAGATGURU AADI SHANKARACHARYA MARG, SECTOR 23, NERUL, NAVI MUMBAI | 3 Jan 2020 | 8 am to 10 am |
| 2 | SANAPADA POLICE STATION | SECTOR 8, SANPADA (WEST), NEAR SANPADA RAILWAY STATION, NAVI MUMBAI | 3 Jan 2020 | 8 am to 10 am |
| 3 | NRI COASTAL POLICE STATION | SECTOR 30, OPP. KILLA JUNCTION KILLA GAONTHAN, CBD BELAPUR, NAVI MUMBAI DISTRICT THANE | 4 Jan 2020 | 8 am to 10 am |
| 4 | CBD POLICE STATION | SECTOR 6 NEAR MGM HOSPITAL, OPP BUS DEPOT CBD NAVI MUMBAI | 4 Jan 2020 | 8 am to 10 am |
| 5 | RABALE POLICE STATION | NEAR RABALE RAILWAY STATION GOTHIVALI GAON, RABALE, NAVI MUMBAI | 06 Jan 2020 | 8 am to 10 am |
| 6 | RABALE MIDC POLICE STATION | RABALE, THANE- BELAPUR ROAD, NEAR MAHAJAN HOSPITAL, NAVI MUMBAI | 06 Jan 2020 | 8 am to 10 am |
| 7 | TURBHE MIDC POLICE STATION | PLOT NO. D-26, TIC INDUSTRIAL AREA, MIDC, THANE BELAPUR ROAD, TURBHE, NAVI MUMBAI | 10 Jan 2020 | 8 am to 10 am |

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|----|------------------------------|---|-------------|---------------|
| | KOPARKHAIRANE POLICE STATION | NEAR GULAB SONS DAIRY, SECTOR 6 NAVI MUMBAI | 10 Jan 2020 | 8 am to 10 am |
| 9 | VASHI POLICE STATION | NBSA ROAD, NEAR NEW BOMBAY SCHOOL, NEXT TO MGM HOSPITAL, SECTOR 3, VASHI, NAVI MUMBAI | 13 Jan 2020 | 8 am to 10 am |
| 10 | APMC POLICE STATION | APMC CENTRAL BUILDING, SECTOR 19 A, DANA BUNDER, VASHI, NAVI MUMBAI 400703 | 13 Jan 2020 | 8 am to 10 am |

4. COMMERCIALS/SERVICE CHARGES/CONSULTANCY CHARGES

In consideration of TDC agreeing to provide the services stated hereunder at clause 2 of the Agreement and more particularly described in Annexure I of the Agreement, SBF will pay to TDC, a fee of Rs.500/- (Rupees Five Hundred only) for each oral health camp conducted at each police station mentioned in Annexure I.

5. INTELLECTUAL PROPERTY

SBF and TDC agree and acknowledge that both the parties will co-own the intellectual property (data, report and research paper in this case) developed by the TDC pursuant to the oral health camps conducted. TDC hereby agrees to acknowledge SBF in the manner agreed upon by both the parties. Use of data obtained through oral health camps to write research papers for publications in peer reviewed journals is subject to final approval and permissions from the higher authorities in Navi Mumbai Police

6. PARTIES REPRESENTATIVES AND NOTICES

For the purposes of this Agreement, the following persons are authorized to represent the Parties, respectively and all correspondence to either party shall be sent at the address of such Party as below mentioned:

On behalf of the SBF:-

Ms Tshering Doma Bhutia
Vice-president- Preventive Health and Nutrition
Salaam Bombay Foundation
First Floor, Nirmal Building
Nariman Point, Mumbai 400 021
Board line: + 91 22 61491900

On behalf of the TDC:-

Dr. Shishir Singh
The Dean
Terna Dental College & Hospital
Sector 22, Plot No 12
Opp. Nerul Railway Station
Nerul West, Navi Mumbai- 400706
Landline: +91 22 27721839

All notices, requests, consents and other communication under this Agreement ("Notices") shall be in writing and shall be sent by (i) registered mail, or (ii) personal delivery to the respective Parties at the addresses set forth herein above. Any Notice given in accordance with point (i) above, shall be deemed to have been given three (3) days after having been mailed. A Party may change its address for correspondent by way of giving a 7 (Seven) day written notice to the other Party.

7. JURISDICTION AND DISPUTE RESOLUTION

The Agreement shall be deemed to have been made executed at Mumbai for all purposes and shall be governed by and construed in accordance with the laws of India. In the event of any dispute related to the interpretation of the Agreement or rights or liabilities of the Parties arising out of this Agreement, the same shall, at first instance, be attempted to be amicably settled between the parties. If any dispute is not settled amicably within 10 days from the date on which the dispute is first raised, the dispute shall be referred to arbitration to be conducted in accordance with the Arbitration and Conciliation Act, 1996 (hereinafter referred to as the "Act") by a sole arbitrator appointed by the Parties to the dispute jointly.

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The place of the arbitration shall be Mumbai and the proceedings of arbitration shall be conducted in the English language'

The arbitrator's award shall be substantiated in writing. Each party to the dispute shall bear its own costs, in relation to the arbitration proceedings'

Subject to the provision of this Clause 8, the Courts having jurisdiction under the provisions of the Act, to determine all matters which the Court is entitled to determine under the Act' including, without limitation, provision of interim reliefs under the provisions of Section 9 of the Act, shall exclusively be the courts at Mumbai, India'

Accepted and agreed.

SALAAM BOMBAY FOUNDATION



Signature Tshering D. Bhutia

By: Ms Tshering Doma Bhutia

Title: Vice-president- Preventive Health and Nutrition

Date..... 03/01/2020

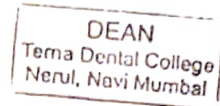
TERNA PUBLIC CHARITABLE TRUST'S
TERNA DENTAL COLLEGE



Signature Dr. Shishir Singh

By: Dr. Shishir Singh

Title: Dean



Date..... 03/01/2020

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