



D.A. Pandu Memorial R.V. Dental College®

Affiliated to Rajiv
Gandhi University of
Health Sciences,
Bengaluru, Karnataka

Recognised by Dental
Council of India, New Delhi
Accredited by NAAC
with 'A' Grade

Included under Section 2(F)
of the UGC ACT-1956

Ref: DAPMRVDC/

Date: 04.03.2022

List of University Gold Medal and Rank Under R.G.U.H.S Examination

BDS Academic Year	MDS Academic Year	Convocation Year	University Gold Medal	University Rank
2015 To 2020	2019 To 2020	2021	03	59

	No. of ranks
BDS	57
MDS	2

BDS Gold medal List of 2015 to 2020 Batch Students Under R.G.U.H.S

SL.NO	Name of the students	No of Gold Medals	Subject
01	Dr. AnshitaTandan	02	Highest Marks in Pedodontics IV BDS Oral Pathology III BDS
02	Dr. Jincy G	01	Highest Marks in Pedodontics IV BDS
	Total	03	

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MDS - 2017 to 2020 RANK LIST

SL.NO	NAME OF STUDENT	RANK	SUBJECT
1	Dr.VISHAKHA	8 th RANK	PUBLIC HEALTH DENTISTRY
2	Dr.ANU GOKULDAS	2 nd RANK	Oral Pathology
	Total	2 RANKS	

BDS - 2015 To 2020 RANK LIST

SL.NO	NAME OF STUDENT	RANK	CLASS/SUBJECT
1	JINCY G	7 th RANK 5 th Rank 6 th Rank 1 st Rank 6 th Rank 3 rd Rank 10 th Rank 7 th Rank 1 st Rank 5 th Rank 1 st Rank 3 rd Rank 6 th Rank	1 BDS IV BDS Overall I BDS to IV BDS Physiology & Biochemistry General Pathology & Microbiology Pharmacology Pre-clinical Conservative Dentistry Oral Pathology & Microbiology Paediatric & Preventive Dentistry Orthodontics Conservative Dentistry Oral & Maxillofacial Surgery Public Health Dentistry
2	Anshita Tandon	2 nd Rank 4 th Rank 4 th Rank 3 rd Rank 4 th Rank 7 th Rank 10 th Rank 1 st Rank 1 st Rank 5 th Rank	II BDS IV BDS Overall I BDS to IV BDS Pathology & Microbiology Pharmacology Dental Materials Pre-Clinical Prosthodontics Oral Pathology & Microbiology Paediatric & Preventive Dentistry Public Health Dentistry
3	Shivangini Gumme	4 th Rank 10 th Rank 3 rd Rank 5 th Rank	Physiology & Biochemistry General Pathology & Microbiology Pharmacology Orthodontics
4	Swati Pandey	4 th Rank	Physiology & Biochemistry
5	Shambhavi sha	5 th Rank 8 th Rank	Physiology & Biochemistry Pharmacology
6	Ravi	8 th Rank 7 th Rank 9 th Rank	Physiology & Biochemistry General Pathology & Microbiology Conservative Dentistry
7	Aditya Keshav	9 th Rank 5 th Rank	Physiology & Biochemistry Pharmacology

[Handwritten Signature]

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This Memorandum of Understanding ("MOU") is entered into on this, the 24th day of February (Month) 2021 (Year) by and between the parties :

Indian National Registry of Oral And Associated Diseases – An IAOMP initiative having its head office at Rajan Polyclinic, 2/3/4, Manish Nagar, Above Kotak Mahindra Bank, 4 Bungalows, Andheri(W) Mumbai, 400053, Maharashtra state, India. (hereinafter referred to as "INROAD")

AND

D.A. PANDU MEMORIAL R.V. DENTAL COLLEGE

(Name of College / Hospital / Dental practitioner) having its office at CA-37, 24th Main, JP Nagar 1st phase, Bangalore - 560078

hereby referred to as "the participating member"

PURPOSE : The purpose of this MOU is to establish the terms and conditions under which the two parties will function. The aim of this registry is to collect uniform and detailed data regarding different oral diseases seen in the Indian population.

TERM OF MOU: This MOU is effective upon the day and date last signed and executed by the duly authorized representatives of the parties and shall remain in full force and effect for not longer than [time frame] 10 years.

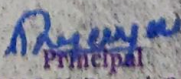
Now this MOU witnesseth and the parties hereby agree as follows :

ACCEPTANCE OF TERMS AND CONDITIONS :

It is agreed that the participating member has read and accepted the terms and conditions and has agreed to sign this MOU and the No objection Certificate ("NOC"). The participating member will be allowed to enter the data into the registry only upon sending the signed MOU and NOC to INROAD.

OWNERSHIP :

Both parties agree that the registry generated content as well as the data entered into the INROAD website therein will be the property of the participating member and INROAD


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together . The submission of data to the registry does not prevent the participating member to publish his/her case details on their own. Any report ,publication or presentation published by one party ,based upon research derived from the collaborative efforts of both parties under this MOU ,shall duly acknowledge the contribution of the other party and INROAD , unless such requirement is waived by mutual agreement in writing between the parties.

USER CONDUCT AND RESPONSIBILITY:

The participating member (In situations of dental college/ hospital) agrees that the Head of the department designate on its behalf two users who will be charged with the responsibilities of entering the data into the registry. The participating member agrees that they are solely responsible for the security of their password and their account and will be fully responsible for all the activities that occur under their password or account .They agree that knowingly providing their login and password information to unauthorized users may lead to temporary suspension or termination of their account. In case they have detected an unauthorized use of password or account or any other breach in security they agree to immediately notify the registry coordinator. INROAD will not be liable for any loss or damage arising from their failure to comply with this section.

The participating members agree that they will have access to portions of the website and only data entered by them will be visible. They will not have access to data entered by other participating members .

The participating member acknowledges and agrees that creation of a profile on the website and the registration and data will be available for viewing by the registry coordinators only and the data available will be used for statistical, study, and evaluation purposes.

The participating member acknowledges that the authenticity of the data provided solely lies on them. They must ensure that the data is also not duplicated. They acknowledge and agree that the registry is not required to edit or review any information or content posted, by users. Hence they are solely responsible for the authentication of data . Also the data is shared between the participating member and INROAD .

Each participating member is responsible for any content posted in the website. Each user agrees that once they register in the website they will update their data on a monthly basis and they agree to receive regular reminders from the registry coordinators for the same. However, if data has not been entered by the participating member for a period of 6 months the registration will lapse and a request needs to be sent for reregistration by the user.

PRIVACY POLICY : The participating member agrees that the data entered by them will be visible only to them and that it will not be visible to other users. Also they agree that any personal identifying images of the patients will not be uploaded onto the website .INROAD, however, requests the users to enter only the name and AADHAAR number of the patients.

Rajendra

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UNIVERSITY EDUCATION PROGRAMME PROPOSAL- 2021

LETTER OF UNDERSTANDING

WHEREAS " DA Pandu Memorial RV Dental College", (First Party) & "Nobel Biocare India Pvt. Ltd" (Second Party), wishes to establish a vibrant Industry – Interaction cell, with an objective to nurture Higher Learning professionals fully prepared to meet industrial requirements by the time they complete their degree, and are in principle willing to establish an understanding, where both the above shall work together in number of ways with the objective of nurturing industry ready professionals to meet greater technology challenges. The Parties enter the following Letter of Understanding (LOU).

Terms and Termination

The effective date of this LOU is the 14th of Sept. 2021. This LOU shall be valid for a period of 18 months from the Effective Date. Thereafter the parties may mutually agree to extend this LOU in writing if needed.

Either party may terminate this LOU with thirty (30) days prior written notice to the other party.

Either Party may terminate this LOU upon thirty (30) days prior written notice to the other party for breach of any material provision of this LOU and where there is failure to correct such breach within the said notice period.

Confidentially and IPR

All commercial, process product and design information specific to First Party & Second Party, shall be kept confidential.

Governing Law

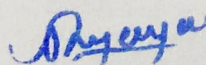
This LOU shall be governed and construed in accordance with the laws of Republic of India.

Dispute

Disputes, if any, arising out of or in connection with this LOU will be mutually discussed and settled without any obligation on either party.

Compliance with Laws

Both parties specifically represent and warrant that the parties will compliance with all applicable laws including the U.S. Foreign Corrupt Practices Act of 1977, as amended (the "FCPA"), and the



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U.K. Bribery Act and that the parties will take no action or omit to take action that will cause either Party to violate these laws.

First Party acknowledges and confirms that Second Party's support for the educational program under this LOU is not an unlawful inducement or quid pro quo to purchase, lease, recommend, use, arrange for the purchase or lease of, or prescribe a product of Second Party.

Violation of this clause will entitle Second Party to terminate this LOU and Second Party shall not be liable to First Party for any related claim, losses, or damages.

Non-Binding

Except for Clauses above, this LOU and the Appendix hereto are not intended to, and do not constitute or create, an offer by, or a binding obligation or agreement of, either Party and no Party or any Representative of either Party will have any liability with respect hereto. The provisions of this LOU will be subject to and superseded by the final, definitive terms of the Agreements.

SCOPE OF THE PROPOSED EDUCATION PROGRAM

In consideration of the academic and educational purposes of First Party, Second Party agrees to provide training and educational supports to First Party of Ormco products. Such education program will include but not be limited to the following. Please refer to **Appendix** for more details.

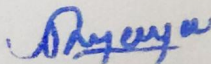
a. ADVANCE SKILL TRAINING & RESEARCH AREA:

Each of Clinical or Research module format and the relevant training chapters in Appendix includes teaching of theoretical and clinical aspects of the technique, treatment planning, torque selection and bonding and all the training modules, chapters and speakers delivering the training shall be reviewed and agreed by First Party before take place.

The HOD / Faculty of First Party is responsible to define the scope or mix of the products / techniques best suited to their students under above education module programs.

b. PURPOSE:

The educational training course will help to enhance & acquire practical skills needed for advancement in a professional orthodontic career.



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c. **REPORTING & CONTROLLING:**

All the activities under this LOU should be in line with ethical committee guidelines of the institution, and the faculty of First Party reserves the right in treatment decisions.

The Department will be in direct contact with Ormco University Business Manager Mr. Vaibhaw Apte (+91-9820310436, Vaibhaw.apte@ormco.com)

d. **CERTIFICATION:**

At the end of each successful module, the First Party shall solely decide whether to conclude each Clinical or Research program with certification (On basis that participants has attended all modules / chapters and completed the cases stated in the modules/ chapters).

e. This LOU shall be executed in two (2) copies. Each of the Parties shall hold one (1) copy.

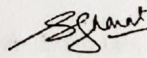
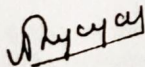
f. In witness thereof, the parties have caused this LOU to be signed in their respective names as of the date first mentioned above.

Accepted by: (First Party)

Accepted by: (Second Party)

DA Pandu Memorial RV Dental College
Bangalore

Nobel Biocare India Pvt. Ltd.
Mumbai.



Principal

Name: ~~DA Pandu Memorial RV Dental College~~
J.P. Nagar 1 Phase, Bangalore -560 078.

Name: Mr Sachin Gharat

Title: _____

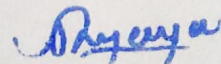
Title: Sales Head, Ormco India & SA

Date: _____

Date: 16/9/2021

WITNESSES:-

1.



2.

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APPENDIX I

1. Topic of the Module:

Damon System - A Passive Self Ligation Bracket System inc. Advance Sync 2

2. Speaker: Dr. C. S. Ramchandra

The qualification and practicing experience was provided to First Party and the selection of the speaker is approved by First Party.

3. Educational Format: 3 Module format within 15 - 18 Months.

4. Total Time Duration: -

The speaker will deliver lecture followed by live bonding, review of bonded cases, question & answer session. Each module will be a day program (3+ hours) and subsequent module after about 5 - 6 Months gap for over 15 to 18 months.

5. Resources: Each party has agreed to commit resources to the education program under this LOU.

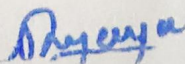
First Party hereby agrees to

- (a) Prepare the armamentarium, training materials.
- (b) As a part of UEP Program the each PG should do 1 case with Damon System per module.
- (c) Send training invitations to the participants, PG's, Faculty members;
- (d) Get ready of the training room, Internet Connections, Lab, conference room and other training facilities;
- (e) Coordinate the training on-site.

Second Party hereby agrees to

- (a) Cover the speaker's honoraria and travel expenses if any as per the schedule of the training sessions.

6. Protocol by Dr Dwight Damon under Module format.



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A comprehensive breakdown of Damon System training program in 3 modules:

Each candidate needs to be a postgraduate student in a dental college recognized by Dental Council of India or having a master's degree in orthodontics from a recognized college / university.

Module 1 –

- Introduction to Damon System- A Passive Self Ligation Bracket System
- Definition
- Types of SLBs & their Merits/ Claims
- Philosophy & Tenets of SLB
- Damon System and its Pillars- Brackets, High-tech wires & Philosophy
- Biomechanics & Anchorage control in Damon system- During Leveling & aligning, Retraction
- Expansion v/s Transverse Arch Development

Live cases to be started by the course director / Faculty in charge with Damon System.

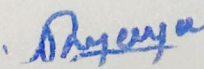
The faculty contact IN-charge will undertake the exercises as directed by Speaker to be performed after webinar or on WhatsApp group case discussion.

Module 2 –

Cases started must be followed, reviewed & uploaded on to the PPT format for each patient, once in 4 - 6 weeks. Case follow-up, discussion, Q&A.

- Disarticulation and Damon System. Use of Push Coil springs with Damon system.
- Presentation of treated Cases to highlight the efficacy of Damon system
- Treatment planning and treatment strategies in selected case records of patients.
- Typodont work exercise to demonstrate bonding & bracket positioning, Wire placement and wire sequence.
- Bracket repositioning requirements.
- Introduction to 'variable Torque' prescription and the logic behind
- Changing of arch wires
- Application of early elastics.
- Repositioning of bite turbo.
- Check the effectiveness of the system and if needed modify treatment strategies.

5/6


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Module 3 -

- Diagnosis and treatment planning in moderate to severe malocclusion cases and to discuss the utility of variable torque brackets in such cases.
- Management of Class II malocclusion cases with Damon system
- Placement of anterior bite turbo in class II cases
- Application of early elastics.
- Biomechanics & Anchorage considerations in class II malocclusions.
- Introduction to Advansync-2 for class II correction as an adjunct.
- Live demonstration on couple of full case to be started by the course director with Damon System.

Note: Orthodontic treatment is a long-drawn process and one has to be a keen observer to be able to read the changes taking place in position of teeth in response to the orthodontic appliance. The response to the appliance may vary from patient to patient. To have a cookbook approach would be difficult but following standard procedural protocols would be sensible.

Dr. Aranya

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INVISALIGN® UNIVERSITY PROGRAM INDIA

The Invisalign University Program India agreement ("Agreement") shall be effective from 1st October, 2020 ("Effective Date") and sets forth the mutual agreement of Invisalign India LLP ("Align") and DAPM RV Dental College Bangalore ("University") (together the "Parties," and individually a "Party").

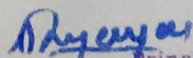
Whereas: Align and its affiliates have developed an orthodontic technique utilizing a series of clear polymer, removable appliances, commonly referred to as aligners, that move teeth in small increments from their original state to a more ideal treated state ("Invisalign System"). Align and its affiliates have also developed ClinCheck software, a proprietary system for treating malocclusions, or the misalignment of teeth which depicts the patient's tooth movement from the beginning stage to the final position;

Whereas: University provides specialty training programmes in clinical orthodontics;

Whereas: University desires and Align has offered to provide educational items, services and support as set forth below (the "Invisalign University Program").

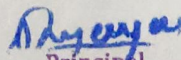
The Parties hereby agree as follows:

1. This Agreement will be in effect for one year from the Effective Date of this Agreement.
2. The purpose of this Program is to help educate University residents and faculty about straightening teeth with clear aligner therapy, allow University residents and faculty to evaluate the Invisalign System, and build the clinical confidence of University residents and faculty in understanding how clear aligner therapy may be used in dental practices.
3. The items, services and support provided by Align pursuant to this Agreement are not tied to or based on any past or potential future purchase, lease, recommendation, use, arrangement for purchase, or prescription of Align's products, including "Invisalign" aligners ("Products").
4. University will select the patients required for supervised treatment who are individuals from the wider University student or faculty population who are not family or friends of Invisalign University Program organizers or staff or University residents enrolled in the Masters or PhD Programs, and who provide their written consent as set forth herein ("Program Patients").
5. University must obtain all consents necessary for Program Patients, including but not limited to the necessary consents for (i) the Program Patients to undergo Invisalign treatment provided by the University residents and faculty who have been successfully completed the Invisalign courses and (ii) the collection and use of any personal data of the Program Patients by a University resident and/or the University as well as the use and disclosure of such personal data by, and to, Align under this Agreement.
6. During this University Program, each University resident shall collect initial records, 6 month progress reports, and final records (including but not limited to a minimum of extra and intra oral photographs, study models, and appropriate radiograph) at a quality level that can be used for presentation or publication purposes (the "Program Records"). Programme Records shall be sent to Align and may also be disclosed to Align's related subsidiaries. University hereby provides authorization for Align's use, on an anonymised basis, of such Programme Records without compensation to University or the Program Patient at its sole discretion for (i) educational and/or research and development purposes, (ii) orthodontic or dental consultations, (iii) publication in professional journals, books, or Align learning and marketing collateral. Prior to the release of Program Records to Align, University shall obtain Program Patients' signed and informed consent in respect of Align's processing of their personal information using the Program Patient Consent Form attached as Schedule 1. All completed Program Patient Consent Forms shall be sent to the local Align Clinical Department. The University warrants that all personal information contained in the Programme Records provided to Align has been obtained with the Programme Patients' informed consent.


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7. University must comply with the privacy and data protection laws applicable to it when collecting, holding, using, storing, processing personal data relating to Program Patients, including but not limited to the processing of personal data involved in the collection and transfer of Program Records.
8. University will receive one University Account Number. University residents within the Master Programme who have been Resident Invisalign Trained may only submit his/her own Programme Patients' treatments under the University Account (not the University resident's personal DID). Programme Patients must not be transferred from this programme, or disclosed, to other doctors outside of this programme. Doctors outside of this programme may not submit treatments under the University Account. Treatments cannot be combined from separate accounts and only count for the University Account Number which they are submitted. Align reserves the right to withdraw the University Account Number and any Align user name and passwords it issues to University, University teaching faculty, or University residents for any reason, including if Align is not satisfied that the training end-points or competencies have been met within this Program.
9. An "Educational Evaluation Invisalign Treatment Samples" is one of the following treatment submissions submitted under the University Account Number that has been submitted with all Required Records, as defined below, and has been ClinCheck approved during the term of this Agreement: (i) Invisalign Comprehensive Treatment; (ii) Invisalign Moderate Treatment; (iii) Invisalign Lite Treatment; and (iv) Invisalign Express Treatment.
10. University will be provided ten (10) Educational Evaluation Invisalign Treatment Samples during the term of this Agreement for educational use. University agrees to not charge patients the Invisalign product costs associated with these Educational Evaluation Invisalign Sample Treatments.
11. Upon request from the University resident, Align agrees to provide each University resident completing the Masters Programme including the Invisalign Orthodontics Training Course or the Invisalign Fundamental Course, as applicable, an Align user name and password entitling them to use the Invisalign System in private practice subject to points (i) to (v) below and subject to Align's applicable commercial terms (as amended by Align from time to time):
 - (i) The practice with the Invisalign System is limited only to countries that Align is officially making sales of Invisalign and where the University resident is licensed to practice.
 - (ii) If University resident will be returning to practice in a country where Invisalign is not offered, they will not receive an Align username and password and will not be deemed Invisalign trained for private practice.
 - (iii) If University resident will return to a country where Invisalign is offered through a distributor only, they must abide by the distributor's policies and will be awarded an Align user name and password only through distributor's policies.
 - (iv) The offer is subject to the then current Pricing Terms & Conditions for Invisalign for each order placed and as amended by Align from time to time.
 - (v) University residents are free to use whichever clear aligner they wish to use in practice.
12. Align reserves the right to withdraw the University Account Number and any Align user name and passwords it issues to University, University teaching faculty, or University residents for any reason and at any time, including if Align is not satisfied that the training end-points or competencies have been met within this programme.
13. University agrees to carry out its responsibilities in respect of the Invisalign University Program with all due professionalism, care, skill and diligence, in a timely manner, in compliance with applicable regulatory requirements and professional codes, including all applicable national industry codes, data privacy laws, anti-bribery laws, Align's FCPA and Bribery Policy attached as Schedule 2, and in compliance with all proper instructions from Align. Further, University undertakes to ensure that all healthcare professionals involved in the Invisalign University Program have the appropriate qualifications and expertise, and comply with all applicable rules and guidelines. University agrees to conduct any and all necessary procedures or obtain any


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required licenses, permits, approvals, registrations or the like, in order to allow the Parties to enter into and legally perform this Agreement.

14. University undertakes not to engage in any off-label discussions of Align Products or to represent the Products as having uses or benefits outside those provided for in the Instructions for use.
15. University is solely responsible for the funding arrangements for the Invisalign University Program. Align's support is limited solely to the provision of the Items, services and support to be provided by Align pursuant to this Agreement.
16. University agrees that, on reasonable prior notice, Align (or its nominated representative) may attend and enter any premises on which University administers the Invisalign University Program to audit University's compliance with this Agreement, and University shall provide all reasonable cooperation in connection with such audit (including by providing Align or its nominated representative with access to any computer systems used to administer the Invisalign University Program). In conducting such audit, Align shall use reasonable endeavours to minimize any interruption to University's affairs and shall at all times preserve the confidentiality of any records or information to which it may have access by virtue of such audit.
17. The items, services and support to be provided by Align pursuant to this Agreement is strictly for the purposes of education for the Invisalign University Program, and not for any other purpose.
18. All intellectual property, including all patents, trademarks, service marks, domain names, registered designs, utility models, design right, database rights, copyright (including copyright in software and computer algorithms), trade secrets and other confidential information, know-how, and all other intellectual and industrial property and rights of a similar or corresponding nature in any part of the world, whether registered or not or capable of registration or not and including the right to apply for and all applications for any of the foregoing rights, the right to claim priority, the right to sue for past infringements and common law or equitable remedies in respect of any of the foregoing rights, and any renewals, extensions or restorations, and divisional, continuation and reissued applications of the foregoing rights, together with rights to sue for unfair competition or for passing off, including in respect of past activities ("Intellectual Property") (and "Intellectual Property Rights" means rights, title and interest in such Intellectual Property), owned by Align prior to and after the date of this Agreement other than any Intellectual Property Rights arising from the Invisalign University Program are and shall remain the property of Align.
19. All Invisalign University Program Materials, defined below, all Intellectual Property Rights arising from or relating to the Invisalign University Program, and the Invisalign University Program Materials are the property of Align.
20. University hereby assigns, and shall ensure that the University faculty, residents, employees, affiliates, or contractors of University assign all Intellectual Property Rights arising from or relating to this Agreement, to Align (or its nominee) and University shall execute, and shall ensure that University faculty, residents, employees, affiliates, or contractors of University executes, all such documents and do all such other acts as Align may reasonably require in order to vest fully and effectively all such Intellectual Property Rights in Align or its nominee.
21. University agrees to treat as strictly confidential and not to disclose any and all information, data, materials, presentations, handouts, photos, ClinCheck software, patient information, research, training, or material of any nature belonging to Align which University may receive or obtain in connection with this Agreement, the release of which is likely to prejudice the commercial interests of Align ("Align Confidential Information") to anyone other than those University faculty, residents, employees, affiliates, or contractors of University who need to know such Align Confidential Information for the purposes set forth in this Agreement and who have entered into binding obligations of confidentiality substantially similar to the obligations set forth herein, save where disclosure is required by a government agency, regulatory authority or by law. If University is required to make a disclosure it shall inform Align within a reasonable time prior to being required to make the disclosure.
22. Recording, copying, photographing, or any other reproduction or publication of any documentation, information and materials furnished by Align, including any training content provided by a lecturer or any Align designee in connection with the training courses or Invisalign University Program as well as all training materials, reports or

other documents or materials created by the University, University residents or any designee, Programme Records, Align Confidential Information, or other materials referring to Align's trademarks or including any other Align Intellectual Property Rights is prohibited without the prior written approval of Align.

23. Align hereby grants University permission to use Align's trademarks and copyrighted material for the purposes set forth in this Agreement for the Term, provided that use is pre-approved in writing by Align and complies with Align's online Art and Marketing Standards (as amended by Align from time to time).
24. Align may upon written notice, with immediate effect, terminate this Agreement, terminate the Invisalign University Program in whole or in part, modify the Invisalign University Program, or add or remove products that qualify for the University Program, require University to stop accepting further University residents and faculty into the Invisalign University Program, or require University to disallow a University resident or faculty to participate in the Invisalign University Program at any time.
25. University assumes all responsibility for all costs, any claim, action, demand, proceeding, complaint or other similar action ("Claim") and losses of whatsoever nature, including costs (whether internal and/or external costs), damages, payments, penalties, interest, fines and compensation, howsoever they might arise, whether as a result of a tort (including negligence), breach of contract, breach of statutory duty (including any breach of privacy laws) or misrepresentation and shall include all reasonable professional fees and expenses ("Losses") associated with the items, services and support provided by Align pursuant to this Agreement, including but not limited to all taxes and other payments due.
26. Without prejudice to any other limitation of Align's liability, Align shall not in any circumstances be liable (whether in contract, tort or for breach of statutory duty, misrepresentation or otherwise) for (i) any loss of profits, which are indirect or consequential losses; or (ii) any loss of use, opportunity, goodwill, business or anticipated savings; or (iii) any indirect or consequential losses; in each case, regardless of whether such loss or claim was foreseeable or not or whether Align has been informed of the possibility of such loss. Nothing in this clause shall however operate to limit or exclude any liability for fraud.
27. Nothing contained herein is intended to, nor will it create, the relationship of partnership, joint venture, agency or employment between the Parties. University will not have the right or power to bind Align to any contracts or agreements with any third party, nor will the University have the right or power to direct any operations of Align.
28. No failure or delay by Party to exercise any right, power or remedy provided under this Agreement or by law shall constitute a waiver of that or any other right, power or remedy, nor shall it preclude or restrict the further exercise of that or any other right, power or remedy. No single or partial exercise of such right, power or remedy shall preclude or restrict the further exercise of that or any other right or remedy. No waiver of any breach of this Agreement shall be deemed to be a waiver of any subsequent breach.
29. University may not assign or sub-contract any or all of its rights and obligations under this Agreement without the prior written consent of Align.
30. No term of this Agreement is enforceable by a person who is not a Party to this Agreement and the Parties may exercise, without the consent of any third party, any rights they may have to amend or rescind this Agreement.
31. No variation of this Agreement shall be effective unless in writing and signed by or on behalf of each of the Parties.
32. This Agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) ("Dispute") shall be governed by and construed in accordance with the laws of India. The Parties agree that the courts of Mumbai shall have jurisdiction over any Dispute.
33. Rights and obligations under this Agreement, which by their nature should survive, will remain in effect after termination or expiration hereof. If any provision of this Agreement is held to be contrary to law or invalid, such provision shall be changed and interpreted to best accomplish the objective of the original provision and the remaining provisions shall remain in full force and effect.

Principal
D.A.P.M.R.V. Dental College
J.P. Nagar 1 Phase, Bangalore -560 078.

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- 34. This Agreement supersedes any previous written or oral agreement between the Parties in relation to the matters dealt with in this Agreement and constitutes the entire agreement between the Parties with respect to the subject matter of this Agreement at the date of this Agreement.
- 35. This Agreement may be executed in counterparts, each of which so executed shall be deemed to be an original and such counterparts together will constitute one and the same instrument. The Parties have caused this Agreement to be signed by their duly authorized representatives.
- 36. This Agreement will be executed in the English language. If there is any conflict, discrepancy, or ambiguity between the English language version and a translated version, the English language version shall prevail and the translated version of this Agreement will be amended accordingly to reflect the context in the English version.

UNIVERSITY

Signature *Asha R Iyengar*

Print Name _____

Title **Dr. Asha R Iyengar**
Principal

DA Pandu Memorial R.V. Dental College
J P Nagar 1st Phase, Bangalore - 560 078.

ALIGN

Signature *Saurabh Nanda*

Print Name Saurabh Nanda

Title Commercial Director

Saurabh Nanda

Principal

D.A.P.M.R.V. Dental College
J.P. Nagar 1 Phase, Bangalore -560 078.