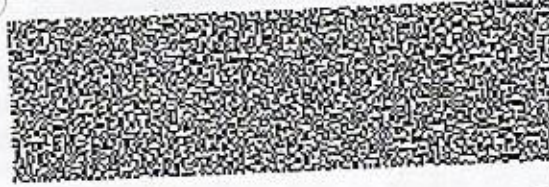




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**Government of Karnataka****e-Stamp**

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Description	: M O U
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**MEMORANDUM OF UNDERSTANDING**

This Memorandum of understanding (MOU) is made and entered into on this day of MARCH 17, 2022. Between,

The Kuvempu University, Shankaragatta -577541, Shivamogga District, Karnataka state, INDIA represented by its Registrar, (Herein referred to as Party of the first part),

And

Niranthara Scientific Solutions Private Limited, having its registered office at #74, Hruday Arcade, Doddabele Main Road, Kengeri, Bangalore - 560060, Karnataka, INDIA represented by its CEO & Director Dr. Swetha Sandesh (Herein referred to as Party of the second part.)



Is as below.

1. WHEREAS, the party of the first part Kuvempu University is a University having higher educational programs in the area of Arts, Science, Commerce & Business Management.
2. WHEREAS the party of the first part, has in all forty five post graduate departments in various disciplines started from time to time right from the inception of the University. The post graduate department of Microbiology was started in 2005 and the department is a recognized Research Center.
3. WHEREAS the party of the second part, is a independent Research, Development and Consulting Entity in the field of agricultural sciences, health sector and life sciences with rich and diverse experience in providing novel and innovative solutions through scientific approach, and in the context party of the first part, and the party of the second part, have decided to come together and work together in furtherance of their research activities and in the context the party of the first part, and the party of the second part, wish to exploit that complementarity and to work for the mutual benefit.
4. Whereas in the context, in consideration of the objects setout hereinabove, and in furtherance of the intention to carryout the objects for which this Memorandum of Understanding is concluded, the parties, reduce their agreed terms by this Memorandum of Understanding by defining the objectives, the extent and the limits of the relationship.
5. **Objectives**
  - 5.1. This MOU will serve as an understanding document, and as a guideline, for mutual benefit and to explore the possibility of collaborative research and development and the application of Agricultural, Health and Life Sciences.
  - 5.2. The party of the first part, and the party of the second part, shall jointly apply for research grants from international funding agencies, respective national agencies, industry and any other reputable sources of funding. The Parties will also develop the specific work plans focusing on priority areas which should contain cooperative actions and/or joint ventures. Each specific work plan should include specifications on its scope, co-ordination and administration, resource allocation, expert and professional exchanges, administrative issues, and any other information deemed necessary for achieving the objectives.
  - 5.3. The financial arrangement relating each project agreement and programme of cooperation shall be in accordance with the specific agreement and programme of cooperation covering all areas of each project. The terms with respect to title and exploitation of intellectual property, including trademarks and service marks, copyrights, patent designs and confidential information on the subject of such intellectual property, inventions and innovation will be negotiated on a project-by-project basis on the specific project agreements and programs of cooperation subject to the conditions of the sources of funding, if any, for that specific project wherever applicable.
  - 5.4. Resources that include infrastructure, laboratory space and lab equipments shall be shared by the party of the first part and the party of the second part, on mutual understanding basis.
  - 5.5. The employees of the party of the second part, will be permitted to register for M.Phil./PhD/Post-doc programs under Kuvempu University under the party of the first part, in accordance with the Statutes that are applicable for such registration. The Principal Investigator will be from the party of the first part, and Co-Principal Investigator shall be from the party of the second part.
  - 5.6. A Single Point Contact, would be assigned to a person from both sides for interactions and for sign-offs.



5.7. The party of the second part, will, whenever possible allow internships for the students deputed by the party of the first part, by its Post Graduate Department of Microbiology, provided the student clears the acceptance criteria by the respective scientific personnel in the party of the second part, and the availability of infrastructure resources. A certificate of recognition of industry experience will be provided by the party of the second part, upon successful completion of the assignment by the intern(s).

5.8 Any Intellectual property generated from all the projects of the party of the second part, where the students the party of the second part, are taken as interns, would be under the sole ownership of the party of the second part.

5.9 The party of the second part, will whenever possible allow, employees of the party of the second part, to utilize the infrastructure resources at the party of the first part.

5.10. Any Intellectual property generated from all projects of the party of the first part, where the employee of the party of the second part, are taken as scholars/research, fellows would be under the sole ownership of the party of the first part.

5.11. Any Intellectual property generated from the joint research of the party of the first and the party of the second part, it shall be shared by the party of the first part, and the party of the second part, jointly and equally.

## **6. Period of Performance**

6.1. This Memorandum of Understanding shall commence as on the effective date and remain in force unless terminated by either Party. Either party may terminate this MoU by giving the other party sixty (60) days prior written notice of termination. However in the absence of the termination, the terms of this MOU shall only govern for a period of 5 years, and in case if the parties desired to go on together, they may enter in to a fresh Memorandum of Understanding.

6.2. In the circumstance whereby the Memorandum of Understanding is terminated, the Parties shall continue the services or products in support of an existing program or contract for the life of the contract or 12 months subsequent to the termination date, whichever occurs first.

## **7. Confidential Information**

7.1. Confidential Information shall mean proprietary, confidential information (whether or not patentable or copyrightable), that is not generally known to third parties and that has actual or potential economic value by reason of not being generally known. Each Party's Confidential Information shall be supplied to the other Party in written, photographic, recorded, prototype, sample, or other tangible form and shall be clearly and obviously labeled "Confidential" or "Proprietary." Any Confidential Information which is disclosed in oral form shall be identified as such at the time of disclosure and confirmed in written summary form within thirty (30) days after its disclosure to the other Party. Confidential Information includes, without limitation, non-public know-how, data, processes, formulas, methods, technology, manufacturing techniques, cost and pricing information, sales and marketing information, and information of third parties held by a Party in confidence. Documents and things containing or embodying Confidential Information are Confidential Information. Confidential Information does not include information that:

7.2 *Was known to the receiving Party, as evidenced by the receiving Party's written records, before receipt from the disclosing Party;*

7.3 *Is disclosed to the receiving Party by a third person who is under no obligation of confidentiality to the disclosing Party hereunder with respect to such information and who otherwise has a right to make such disclosure;*

7.4 *Is or becomes generally known to the public through no fault of the receiving Party;*



7.5. *Is independently developed by the receiving Party, as established by the receiving Party's contemporaneous written records, without access to or reliance on the other Party's Confidential Information; or*

7.6. *Is required to be disclosed by law, rule or regulation of any court or regulatory authority of competent jurisdiction; provided, that a Party required to disclose the other Party's Confidential information shall notify the other Party as soon as possible and, if requested by the other Party, use reasonable good faith efforts to assist in seeking a protective order (or equivalent protection) with respect to such disclosure or otherwise take reasonable steps to avoid making such disclosure.*

7.7. *The Parties anticipate that, in the course of their relationship in connection with this MoU, they are likely to exchange Confidential Information. Each Party agrees to use the other's Confidential Information only to exercise its rights and perform its duties pursuant to this MoU. Each party agrees not to disclose the other's Confidential Information to third parties without the other's express prior, written consent, except that each may disclose the other's Confidential Information to those of its employees, students, trainees, interns representatives and agents that it reasonably requires to have access to same in order to perform its obligations and/or exercise its rights under this MoU, provided such employees, representatives or agents are bound by obligations of confidentiality comparable to those set forth in this Section.*

7.8. *Each Party agrees to safeguard the other's Confidential Information against unauthorized use and disclosure with means at least as stringent as it employs to safeguard its own confidential information and in no event with less than reasonable means.*

7.9. *The obligations of confidentiality in this Section are in addition to and not in lieu of any confidentiality obligations the Parties may owe each other as a matter of underlying law, and the obligations herein shall survive the termination or expiration of this MoU for so long as the information at issue continues to meet the definition of Confidential Information set forth in this Section, but in no event for a period longer than thirty-six (36) months after the termination or expiration of this MoU.*

#### **8. Indemnification**

The Parties shall indemnify all affiliates, students, trainees, interns, officers, directors, employees, and agents of the other Party harmless from and against any and all liability, damage, loss, cost (including reasonable attorneys' fees) and expenses arising in connection with any third-party claims: (a) of bodily injury, death or property damage relating to the development, manufacture, use, distribution, importation, exportation or sale of, any product or service; b) relating to products liability, such as that any product or service is deemed defective or unsafe; (c) that any product or service, or the manufacture, use, sale, offer for sale or import thereof infringes, whether directly or under the doctrine of equivalents, or otherwise violates the patent or other intellectual property rights of such third party or its licensors; or (d) relating to the Parties' advertising, promotion or sale of any product or service.

#### **9. Notices**

Any notice to either Party must be in writing, signed by the Party giving it, unless otherwise stated in this MoU. Notices being provided by one Party to the other Party hereunder shall be addressed to the other Party at its address below:

(In the event of notice to the party of the first part it shall be addressed to)

1. The Kuvempu University  
By its Registrar,  
Shankaraghatta -577 451  
Karnataka. India.



2. Dr. N. B. Thippeswamy  
Professor,  
Dept, of P.G. Studies and Research in Microbiology,  
Kuvempu University, Jnanasahyadri,  
Shankaraghatta -577 451, Karnataka. India.

(In the event of notice to the party of the second part it shall be addressed to)

1. Dr. Swetha Sandesh  
Chief Executive Officer and Director  
Niranthara Scientific Solutions Private Limited  
#74, Hruday Arcade, Doddabele Main Road,  
Kengeri, Bangalore - 560060, Karnataka, India.
2. Mr. Sandesh. K  
The Director,  
Chairman and Managing Director  
Niranthara Scientific Solutions Private Limited  
#74, Hruday Arcade, Doddabele Main Road,  
Kengeri, Bangalore - 560060, Karnataka, India.

Notice given to the other Party shall be deemed effective (1) on the day of hand delivery of such notice, or (2) five business days after such notice has been mailed by regular Indian mail, certified mail return receipt requested or (3) three business days after the notice has been deposited with Indian Postal Service express mail or a private express courier. Either Party may change its notice address upon providing written notice of its change of mailing address to the other Party.

#### 10. Miscellaneous

10.1. This MoU sets forth the entire MoU and understanding of the Parties on the subject matter herein, and it supersedes all prior MoU's and understandings between the Parties with respect to its subject matter if any. No amendment or modification to this MoU shall be effective unless is in writing signed by an authorized representative of each Party.

10.2. Assignment. Neither Party may assign its rights or delegate its obligations under this MoU without the express prior written consent of the other Party, except that rights and obligations of this MoU may succeed by operation of law to the surviving entity in a merger or consolidation in which it participates or to a successor of all or substantially all of its stock, provided that such successor is not a competitor of the other Party. Any unauthorized assignment or transfer of this MoU shall be void. Subject to the foregoing, the rights and liabilities of the Parties will bind and insure to the benefit of their respective successors, permitted assigns, insurers and reinsurers.

10.3. Relationship: The Parties are independent entities. Nothing contained in this MoU or the Parties' conduct hereunder shall be construed to create a relationship of partners, joint ventures, principal and agent or employer/employee. Neither Party shall have any right, power or authority, express or implied, to bind the other Party.


10.4. Severability: If any provision of this MoU or portion thereof is finally held by a court of competent jurisdiction to be unenforceable, void, invalid, or otherwise contrary to law or equity, the Parties agree that such provision or portion thereof shall be reformed automatically as necessary to cure such defect, or if necessary to delete such provision or portion thereof and that the remainder of this MoU shall continue in full force and effect.

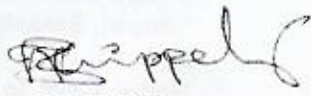
10.5. Waiver: The observance of any provision of this MoU may be waived (either generally or - any particular instance and either retroactively or prospectively) only in a writing signed by both Parties. The failure of either Party to enforce its rights under this MoU at any time for any period shall not be construed as a waiver of such rights.

10.6. Compliance with Law. Each Party agrees that it shall comply with all applicable laws, regulations and ordinances in connection with its conduct of its business associated with this MoU.

10.7. Publication: The Parties will consult with each other before issuing any press release, scientific publication or otherwise making any public statement or other disclosure with respect to this MoU. Neither Party will issue any such press release/ publication or make any such public statement or other disclosure prior to receiving written approval from the other Party, whose consent shall not be unreasonably withheld.

IN WITNESS WHEREOF, the Parties have executed this MoU this day of MARCH 17, 2022.

  
The Registrar,  
Kuvempu University,  
Jnana Sahyadri,  
Shankaraghatta  
Shimoga (Dist.)

  
Dr. N. B. Thippeswamy  
Professor  
Department of Microbiology  
Kuvempu University,  
Shankaraghatta

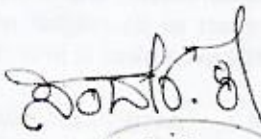
(The party of the first part)  
For Niranthara Scientific Solutions Pvt. Ltd.

  
Authorised Signatory

Dr. Swetha Sandesh  
Chief Executive officer  
Niranthara Scientific  
Solutions Pvt. Ltd.  
Bangalore


(The party of the second part)





Mr. Sandesh. K  
Chairman and Managing Director  
Niranthara Scientific  
Solutions Pvt. Ltd.,  
Bangalore



  
CHAIRPERSON  
Department of Microbiology  
Kuvempu University, Jnana Sahyadri  
Shankaraghatta-577 451.







represented by its Director, which expression shall unless repugnant to the context thereof mean and include its successors and assigns (herein after referred to as the party of the Second Part)

WHEREAS the party of the first part, is a University established under the Karnataka State Universities Act 1976 having its administrative office at Jnanasahyadri, Shankarghatta 577451, Bhadravathi Taluk, Shimoga District, Karnataka, providing quality education in science, humanities, commerce, management, education, and other disciplines with good faculty and necessary infrastructure including advanced laboratories and other facilities and also offers both graduate, postgraduate and doctoral programmes in media and communication discipline.

WHEREAS the party of the second part is established by the Kirloskar Institute of Advanced Management Studies, Yantrapur, Harihar-577601. Registered as a society under the Karnataka society registration act 1960 with registration number SOR/RGN/120/1999-2000 on 18.08.1999 with a view to promote to establish and maintain an educational institution/s residential an otherwise for providing and imparting all kinds, management, technical, scientific, literary, commercial, and other general disciplines and other specialised educational and vocational courses and award degrees, diploma and certificates to eligible students as participants irrespective of their cast, creed or religion and to spearhead academic excellence in the management of business studies and for ushering professionalism in the area of business management and the prime objective of the institution is to build global podium for business and to expand its vistas.

Now, therefore, it is hereby agreed between both the parties as follows:

#### 1. Objectives.

1. To promote and enhance academic interest of management education between the party of the first part and the party of the second part.
2. To promote and develop research, research activities, to bring out the patents and to support faculties of the party of the first part and the party of second part in developing their research activities.
3. To provide advices for developing and implementing measures for quality in Management education.
4. To encourage MBA students of both party of the first part and the party of the second part to come forward to enhance their management skills through quality management education.
5. To promote research/continuing education activities between management institutions of the party of the first part and the party of the second part.



## 2. Areas of Collaboration

- 1) The party of the first part and the party of the second part shall provide a Continuing Quality Improvement Programme to improve quality of teaching staff of both the management institutions of the party of the first part and the party of the second part, through short-term/long-term conference/workshops at campuses of the first part and the party of the second part. The party of the first part and the party of the second part shall share their resources mutually under faculty exchange Programme. Academic interactions shall be developed by organizing Special Lecture Programmes at the campuses of both the institutions of the party of the first part and the party of the second part, on topics of relevance to modern Industry.
- 2) The party of the first part and the party of the second part shall organize Workshops/Conferences /Personality Development Programmes at their campuses for enhancement of skills, and facilitate employment opportunity for students of both the institutions.
- 3) The party of the first part and the party of the second part shall utilize academic infrastructure mutually by their students and faculty members.
- 4) The party of the first part and the party of the second part shall mutually facilitate the trainings for their teachers and PG students.
- 5) The party of the first part and the party of the second part shall Guide each other for enhancement in infrastructural development of both the Institutions after thorough deliberations between the Institutions.

## 3. Proposed Modes of Collaboration

The party of the first part and the party of the second part propose to collaborate through the following:

- (1) Co-operation, promotion of Research, education and training in areas of mutual interest.
- (2) Any other appropriate mode of interaction agreed upon between the party of the first part and the party of the second part.
- (3) A specific plan will be worked out by the party of the first part and the party of the second part depending upon availability of resources. A specific agreement will be entered into for each activity.

## 4. Other Terms and Conditions

- 1) For continuing education to Kirloskar Institute of Advanced Management Studies, teachers and students, the financial arrangements will be made based on mutually agreed terms and conditions.
- 2) The faculty members and students of the party of the first part and the party of the second part shall utilize the library facility and academic infrastructure during their visit to respective institutions subject to its availability and approval of Head of the faculty/department and as per the Institutions norms.



- 3) The party of the first part and the party of the second part agree to help, identify and invite the faculty members and researchers from other institutes to participate in conferences, workshops and short-term courses.
- 4) The party of the first part and the party of the second part shall agree that this MOU may be amended, renewed by mutual agreement at any time.
- 5) Either the party of the first part or the party of the second part shall have the right to terminate this MOU upon 60 days' prior written notice to the party.

## **5. Confidentiality**

- (1) The party of the first part and the party of the second part agree to hold in confidence all information/data designated by them as being confidential which is obtained from either of them or created during the performance of the MOU and will not disclose the same to any third party without written consent of the other party.
- (2) The above confidential clause under this MOU excludes the information/data possessed by either of the party before entering into this MOU or independently developed and/or information already available through public domain.

## **6. Duration of MOU**

- a) This MOU, unless extended by mutual written consent of both the parties shall expire in TWO years after the effective date specified in the opening paragraph. However, on review, the MOU shall be extended for another three years upon mutual consent of both the parties.

## **7. Coordinators**

The party of the first part and the party of the second part will designate only those persons who will have responsibilities of coordination and implementation of this agreement.

## **8. Intellectual Property Rights**

The intellectual property rights (IPR) that arise as a result of joint research and collaborative activity under the agreement will be worked out on a case basis and will be consistent with officially laid down IPR policies of both the parties.

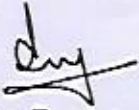
## **9. Signed in Duplicate**

This MOU is executed in duplicate with each copy being an official version and having equal legal validity.



In witness whereof, the parties have designed two original copies of this MOU to be signed by their duly authorised officers or representatives as of the date stated above.

**Name and Address of the party of the first part**



The Registrar  
Kuvempu University  
Registrar  
Kuvempu University  
Jnana Sahyadri  
Shankaraghatta-577 451  
Shimoga (Dist.)

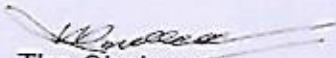
Signature with Seal

Witness:

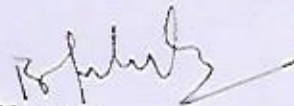
1. Dean  
Faculty of Commerce  
Kuvempu University



~~1. The Registrar~~  
2. The Chairman  
Dept. of M.B.A  
Kuvempu University



**Name and Address of the party of the second part**

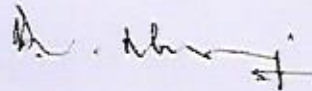
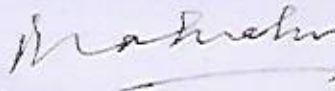


Director  
Kirloskar Institute of Advanced  
Management Studies, Harihar

Signature with Seal

Witness:

1. Secretary  
KIAMS Society  
Harihar.







सत्यमेव जयते

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**Government of Karnataka**

**e-Stamp**

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Unique Doc. Reference	: SUBIN-KAKA-SHCIL46182133159783U
Purchased by	: REGISTRAR DAVANGERE UNIVERSITY DAVANGERE
Description of Document	: Article 12 Bond
Description	: M O U
Consideration Price (Rs.)	: 0 (Zero)
First Party	: REGISTRAR DAVANGERE UNIVERSITY DAVANGERE
Second Party	: REGISTRAR KUVEMPU UNIVERSITY SHANKARAGATTA
Stamp Duty Paid By	: REGISTRAR DAVANGERE UNIVERSITY DAVANGERE
Stamp Duty Amount(Rs.)	: 100 (One Hundred only)



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## MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (hereinafter called as the 'MOU') is entered into on this the TWENTIETH<sup>TH</sup> OF — SEPTEMBER — Two Thousand and Twenty ONE (20-09-2021), by and between



**DAVANGERE UNIVERSITY, SHIVAGANGOTHRI, DAVANGERE- 577007, KARNATAKA., THE FIRST PARTY** represented herein by its Registrar (hereinafter referred as 'First Party', the institution which expression, unless excluded by or repugnant to the subject or context shall include its successors – in-office, administrators and assigns).

AND

**KUVEMPU UNIVERSITY THE SECOND PARTY IS PROMOTED BY PROMOTER SHANKARAGHATTA,SHIVAMOGGA, KARNATAKA, THE SECOND PARTY,** and represented herein by its Zonal / Divisional Head, Mr. Suhas Rajput, (hereinafter referred to as "Second Party", company which expression, unless excluded by or repugnant to the subject or context shall include its successors – in-office, administrators and assigns).

(First Party and Second Party are hereinafter jointly referred to as 'Parties' and individually as 'Party') as

**WHEREAS:**

- A) First Party is a Higher Educational Institution named:
- (i) **DAVANGERE UNIVERSITY**
- B) First Party & Second Party believe that collaboration and co-operation between themselves will promote more effective use of each of their resources, and provide each of them with enhanced opportunities.
- C) The Parties intent to cooperate and focus their efforts on cooperation within area of **FACULTY EXCHANGE, RESEARCH COLLABORATIONS TRAINING & DEVELOPMENT, SKILL DEVELOPMENT, KNOWLEDGE & TECHNOLOGY SHARING, INTERDISCIPLINARY RESEARCH and CONSULTANCY.**
- D) Both Parties, being legal entities in themselves desire to sign this MOU for advancing their mutual interests.
- E) **KUVEMPU UNIVERSITY**, the Second Party is engaged in higher Education is backed by strong team of Teaching Professionals & Academic Stalwarts to provide the best in class **KNOWLEDGE & TECHNOLOGY SHARING AND RESEARCH.**
- F) **KUVEMPU UNIVERSITY** the Second Party is State Public University Located in Shankaraghatta, Shivamogga District, Karnataka.





NOW THEREFORE, IN CONSIDERATION OF THE MUTUAL PROMISES SET FORTH IN THIS MOU, THE PARTIES HERE TO AGREE AS FOLLOWS:

**CLAUSE 1  
CO-OPERATION**

- 1.1 Both Parties are united by common interests and objectives, and they shall establish channels of communication and co-operation that will promote and advance their respective operations within the **Institution** and its related wings. The Parties shall keep each other informed of potential opportunities and shall share all information that may be relevant to secure additional opportunities for one another.
- 1.2 First Party and Second Party co-operation will facilitate effective utilization of the intellectual capabilities of the faculty of First Party providing significant inputs to them in developing suitable teaching / training systems, keeping in mind the competency and strength of the teaching fraternity of the Second Party.
- 1.3 The general terms of co-operation shall be governed by this MOU. The Parties shall cooperate with each other and shall, as promptly as is reasonably practical, enter into all relevant agreements, deeds and documents (the 'Definitive Documents') as may be required to give effect to the actions contemplated in terms of this MOU. The term of Definitive Documents shall be mutually decided between the Parties. Along with the Definitive Documents, this MOU shall represent the entire understanding as to the subject matter hereof and shall supersede any prior understanding between the Parties on the subject matter hereof.



**CLAUSE 2**  
**SCOPE OF THE MoU**

- 2.1 The budding graduates from the institutions could play a key role in technological up-gradation, innovation and competitiveness expectations in the working environment after completion of their degrees. Both parties believe that close co-operation between the two would be of major benefit to the student & Teaching community to enhance their skills and knowledge.
- 2.2 **Curriculum Design:** Second Party will give valuable inputs to the First Party in teaching / training methodology and suitably customize the curriculum so that the students fit into the industrial scenario meaningfully.
- 2.3 **Knowledge and Technology Sharing:** Knowledge and Technology will give an insight in to the latest developments / requirements of the industries; the Second Party to permit the Faculty and Students of the First Party to visit its group companies and also involve in Training Programs for the First Party. Knowledge and technology exposure provided to students and faculty through this association will build confidence and prepare the students to have a smooth transition from academic to working career. The Second Party will provide its Labs / Workshops / research skills for the hands-on training of the learners enrolled with the First Party.
- 2.4 **Research and Development:** Both Parties have agreed to carry out the joint research activities in the fields of **Commerce, Management, Science, Social Science and Humanities.**
- 2.5 **Skill Development Programs:** Second Party to train the students of First Party on the emerging technologies in order to bridge the skill gap and make them industry ready.
- 2.6 **Guest Lectures:** Second Party to extend the necessary support to deliver guest lectures to the students of the First Party on the technology trends and in house requirements.
- 2.7 **Faculty Development Programs:** Second Party to train the Faculties of First Party for imparting training as per the industrial requirement considering the National Occupational Standards in concerned sector, if available.





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The Karnataka State Registration and Stamps Department  
Official's Multipurpose Co-Operative Society Ltd.

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(GST EXTRA)

- 2.8 Both Parties to obtain all internal approvals, consents, permissions, and licenses of whatsoever nature required for offering the Programmes on the terms specified herein.
- 2.9 There is no financial commitment on the part of the **DAVANGERE UNIVERSITY** the First Party to take up any programme mentioned in the MoU. If there is any financial consideration, it will be dealt separately.

### CLAUSE 3 INTELLECTUAL PROPERTY

- 3.1 Nothing contained in this MOU shall, by express grant, implication, Estoppel or otherwise, create in either Party any right, title, interest, or license in or to the intellectual property (including but not limited to know-how, inventions, patents, copy rights and designs) of the other Party.

### CLAUSE 4 VALIDITY

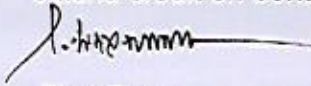
- 4.1 This Agreement will be valid until it is expressly terminated by either Party on mutually agreed terms, during which period KUVEMPU UNIVERSITY, the Second Party, as the case may be, will take effective steps for implementation of this MOU. Any act on the part of KUVEMPU UNIVERSITY, the Second Party after termination of this Agreement by way of communication, correspondence etc., shall not be construed as an extension of this MOU
- 4.2 Both Parties may terminate this MOU upon 30 calendar days' notice in writing. In the event of Termination, both parties have to discharge their obligations

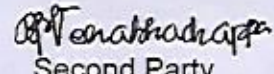


CLAUS 5

RELATIONSHIP BETWEEN THE PARTIES

5. It is agreed that First Party and Second Party are acting under this MOU as independent contractors, and the relationship established under this MOU shall not be construed as a partnership. Neither Party is authorized to use the other Party's name in any way, to make any representations or create any obligation or liability, expressed or implied, on behalf of the other Party, without the prior written consent of the other Party. Neither Party shall have, nor represent itself as having, any authority under the terms of this MOU to make agreements of any kind in the name of or binding upon the other Party, to pledge the other Party's credit, or to extend credit on behalf of the other Party.

  
First Party  
VICE-CHANCELLOR  
DAVANGERE UNIVERSITY  
Shivagangothri, Davangere-577 002

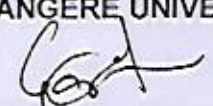
  
Second Party  
Vice - Chancellor  
Kuvempu University  
Shankaraghatta - 577 451

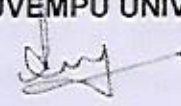
Any divergence or difference derived from the interpretation or application of the MoU shall be resolved by arbitration between the parties as per the Arbitration Act, 1996. The place of the arbitration shall be at District Head Quarters of the First Party. This undertaking is to be construed in accordance with Indian Law with exclusive jurisdiction in the Courts of Davangere.

**AGREED:**

For DAVANGERE UNIVERSITY

for KUVEMPU UNIVERSITY

  
Authorized Signatory  
REGISTRAR

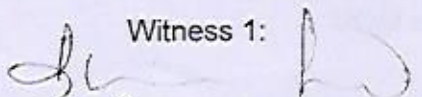
  
Authorized Signatory  
Registrar,

DAVANGERE UNIVERSITY  
Shivagangothri, Davangere-577 002

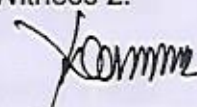
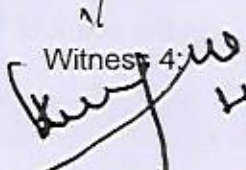
KUVEMPU UNIVERSITY,

DAVANGERE UNIVERSITY Davangere University, State Highway 76, Tholahunase, Davangere, Karnataka 577007	KUVEMPU UNIVERSITY Shankaraghatta-577 451 Shivamogga District Karnataka State.
+91-9008666889	91449825221
E-mails: registrar@davangereuniversity.ac.in	kuvempu14@gmail.com
Web: <a href="http://davangereuniversity.ac.in/">http://davangereuniversity.ac.in/</a>	www.kuvempu.ac.in

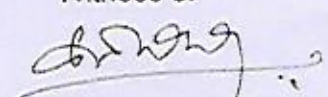
Witness 1:

  
(R. SHASHIDHAR)

Witness 2:

  
04/05/2022  
Witness 4:  
  
4/5/22  
(R. E. Kuvempu)

Witness 3:

  
A. M. ...







## **Swagram Fellowship Program**

### **Consortium Agreement**

THIS CONSORTIUM AGREEMENT is entered into on this date 7<sup>th</sup> January 2023  
AMONGST

**Karnataka State Rural Development and Panchayat Raj University (KSRDPR)  
Gadag.** Rep by its Registrar

(hereinafter referred to as the "First Part" or the 1<sup>st</sup> Consortium Member" which  
expression shall, unless repugnant to the context include its successors and  
permitted assigns)

And

**Youth for Seva, (YFS) Bengaluru**

And

**Prajna Pravah**

And

**Abdul Nazeer Sab Chair, Kuvempu University**

And

**Chanakya University, Bengaluru**

The above mentioned parties of the FIRST TO FIVE PART are collectively referred  
to as the "Parties" and each is individually referred to as a "Party"

WHEREAS, the purpose of this Agreement is to support the efficient, expeditious,  
orderly and responsive development of Swagrama Fellowship Program to provide  
innovative, appropriate and affordable assistive technological support to fellows  
of the program, thought leadership and practice development courses in various  
aspects of the development process.

#### **1. Background:**

a) Combined resources, expertise, contacts and locations of the Parties to  
this Agreement present a significant opportunity to people interested in  
development of their village, and hand holding the aspirants to serve for at  
least three year.



b) In particular, development model and resource owned by the governments where people's participation is less in developmental activities. There is a pattern one can find in existing development models in its uniformity. Therefore, they are resulting in asymmetrical development and regional disparity. In order to build holistic and people's participatory development model a new approach is required. In this regard, Swagrama fellowship will lead the way to develop unique model of Development.

Set against this background Parties to this Agreement will collaborate to raise resources for effective delivery of objectives as set-out in the Swagram Fellowship Program, Note included in Appendix-I which is part and parcel of this agreement.

**2. Definitions:** -Unless otherwise specifically provided;

- a) Consortium means, official agreement on Swagrama Fellowship program Consortium
- b) Consortium partners/parties means, the parties who are signatories to this agreement.
- c) Consortium agreement means, this agreement which is entered into between consortium parties to this agreement.
- d) Lead partner means: Karnataka State Rural Development and Panchayat Raj University (KSRDPR) Gadag.
- e) Implementing partner means: Youth for Seva, Bengaluru, and Centre for Study of Cultures, Chanakya University, Bengaluru, Prajna Pravah, Karnataka and Kuvempu University, Shimoga
- f) Managing Committee means, committee constituted by the lead member in consultation with other members of the consortium the constitution, powers and functions of which are described in detail
- g) Executive Committee means, committee constituted by the lead member in consultation with other members of the consortium the constitution, powers and functions of which are described in details.

NOW THEREFORE, THIS AGREEMENT WITNESSTH AS UNDER: In consideration of the above premises and agreements all the members in this Consortium agreement do hereby mutually agree as follows: ·

- a) The Members of the Consortium and Members to the Agreement do hereby unequivocally agree that Karnataka State Rural Development and



Panchayat Raj University (KSRDPR) Gadag shall act as the Lead Member for the Consortium.

- b) The Lead Member shall be liable and responsible for ensuring the individual and collective commitment of each of the Members of the Consortium in discharging all of their respective obligations. Each Member further undertakes to be individually liable for the performance of its part of the obligations envisaged in this Agreement.
- c) Subject to the terms of this Agreement, the Consortium Partner shall be responsible for discharging their part of duties and responsibilities as provided under this agreement. Furthermore, Lead member and Consortium Partner may enter into a separate definitive agreement (hereinafter referred to as "Definitive Agreement") with any of the member of consortium defining respective rights, duties, obligations, liabilities, etc. of both the parties for the performance of the obligations.

### **3. DUTIES AND RESPONSIBILITIES**

#### **KSRDPR UNIVERSITY**

1. KSRDPRU is a lead organization for conceptualisation in association with other implementing organizations.
2. KSRDPRU will monitor and evaluate day today activities.
3. KSRDPRU will be responsible for pre and post project administration cost i.e operational cost of the project.
4. KSRDPRU will handle Recourses deployment and will do supportive activity with other Implementing organizations

#### **YOUTH FOR SEVA (YFS)**

1. YFS is an implementing organization of the project in association with other implementing organizations.
2. YFS is responsible for Resources Mobilization along with other partners.
3. YFS will develop contents for the entire program along with the other implementing partners.
4. YFS will review the effective project implementation on day today basis.
5. YFS is responsible for conducting Interview, Training and Interaction session for candidates
6. YFS will be the knowledge partner for Swagrama Fellowship Program.



## **PRAJNA PRAVAH**

1. Prajna Pravah is supporting organization for conceptual issues.
2. Prajna Pravah will work as mentoring organization for the Project.
3. Prajna Pravah is responsible for Resources Mobilization along with implementing organizations.
4. Prajna Pravah is responsible for conducting Interview, Training and Interaction session for candidates.

## **CENTRE FOR STUDY OF CULTURES, CHANAKYA UNIVERSITY**

1. Dr.Chaitra MS will be the representative person for the fellowship program from Chanakya University.
2. Centre for Study of Cultures, Chanakya University is responsible for conducting Interview, Training and Interaction session for candidates.
3. Chanakya University is overall responsible for Village Mapping activity through GIS application and other tool development.
4. Chanakya University will work as mentoring organization for the Project.
5. Centre for Study of Cultures, Chanakya University will be the knowledge partner for Swagrama Fellowship Program.

## **ABDUL NAZEER SAB CHAIR, KUVEMPU UNIVERSITY**

1. Prof. Shanmukha, A, with others from Abdul Nazeer Sab Chair, Kuvempu University is responsible conduct Interview, Training and Interaction session for candidates.
2. Kuvempu University will work as mentoring organization for the Project.
3. Kuvempu University will develop contents for the entire program along with the other implementing partners.
4. Kuvempu University will be the knowledge partner for Swagrama Fellowship Program.

## **4. Financial Arrangements:**

Parties to this Agreement hereby confirm the following financial arrangements that they have arrived at in respect of establishing the Swagrama Fellowship Program

1. KSRDPRU will be responsible for pre and post project administration cost i.e., operational cost of the project.



2. Youth for Seva is responsible to bear all Functional Cost of the Project.
3. Any other cost which is additional apart from budgeted, those cost will be incurred by KSRDPRU from additional resources.

**5. Assignment:** The rights and obligations of any of the members Consortium Member under this Agreement shall not be assigned to any third party.

**6. Employers' responsibility:** Each Party will be responsible according to the applicable laws and rules for their own personnel and property.

**7. Applicable Law:** This Consortium Agreement shall be governed, construed and interpreted in accordance with the laws of India and the Courts in Gadag, Karnataka shall have the exclusive jurisdiction in all matters arising hereunder.

**8. Settlement of Disputes:** Any dispute or difference whatsoever arising between the parties out of or relating to the construction, meaning, scope, operation or effect of this agreement or the validity or the breach thereof shall be settled by arbitration under Arbitration and Conciliation Act, 1996 amended by time to time and the award made in pursuance thereof shall be binding on the parties. The place of arbitration shall be Gadag.

**9. Term & Termination:**

- a) This Agreement shall come into force on the Effective Date and shall, subject to termination hereunder, remain in force for a period of three (3) years from the Effective Date.
- b) This Agreement may be terminated by two-thirds of the Parties upon ninety (90) days' written notice issued to the single point of contact.
- c) In the unlikely event of such a notice being issued by any party, all parties will make every effort to ensure relevant consortium activities scheduled over the termination period are duly managed in line with the letter and spirit of this agreement.

**10. General:**





- a) This Agreement supersedes all prior discussions and constitutes the entire Agreement between the parties with respect to the subject matter hereof.



b) It is expressly declared that this Agreement and the relationships between the parties established hereby does not constitute a partnership, joint venture, agency, or contract of employment between them.

**Declaration:**

The parties to this agreement by the signatures below of their authorized representatives acknowledge having read and understood the agreement and agree to be bound by its terms and conditions. This Agreement can be amended at any time with the agreement of all parties.

<p>On behalf of the</p> <p>1. Youth for Seva(YFS) Bengaluru</p> <p> Shri. Bhaskar Keshavmurthy Head-Corporate Relations</p> <p>2. Prajna Pravah</p> <p> Dr. Niranjana Pujar Prant Samyojak, Karnataka</p> <p>3. Abdul Nazeer Sab Chair, Kuvempu University</p> <p>Director</p> <p> M. S. Chaitra</p> <p>4. Chanakya University, Bangaluru</p> <p>Registrar</p> <p>Dated.....</p>	<p>On behalf of Karnataka State Rural Development and Panchayat Raj University. (KSRDPRU)</p> <p> .....</p> <p>Dr. B.L. Lakkanavar.</p> <p><sup>FOR</sup> Registrar</p> <p>Dated: .....</p>
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MEMORANDUM OF UNDERSTANDING

Between Athens State University-Athens, Alabama USA

Kuvempu University-Karnataka, India

and Karnataka State Higher Education Council

**I. GENERAL**

**A. Parties**

This Memorandum of Understanding is between:

1. Athens State University (ATSU), with the address of 300 North Beatty Street, Athens, Alabama 38401 USA.
2. Karnataka State Higher Education Council, with the address of No.30, Prasannakumara Block, Y Ramachandra Road, Gandhinagara, Bengaluru – 560009, India.
3. Kuvempu University, with the address of Jnanasahyadri, Shankaraghatta-577-451, Shivamogga Dist., Karnataka, India.

The three institutions shall be referred to collectively as the "Participating Institutional Members" in this Memorandum of Understanding ("MOU").

**B. Purpose of the MOU**

1. To develop research and academic programs in the areas of Commerce and Management, Social Sciences, Natural Sciences, and Education.
2. To develop a cooperative program of international exchange and promote cooperation in faculty/staff research, education, and faculty/staff and student exchange
3. To develop, organize and host joint academic symposia, conferences, workshops and meetings.



4. To facilitate and to enhance all aspects of noted cooperation between the parties of the MOU, including dual degree and 3 + 2 pathways to complete a graduate degree.
5. To establish the formal understanding of the scope of operations between the Participating Institutions and to commit in writing the intent and mutual assent of the Participating Institutions to engage in the following activities, subject to any written amendments or additions as necessary to further the purpose of this MOU.

PROVIDED THAT this MOU shall be carried out subject to the availability of funds of either party and subject to the approval of the Presidents/Heads of the Participating Institutions.

### **C. Modes of Collaboration**

The Participating Institutions shall endeavor to promote collaboration through a broad range of strategies enhancing women participation in STEAM education, which in the initial stages of this cooperation shall include –

1. Having exclusive webinars, workshops & discussion meetings on the physical and virtual platforms for Teaching-Learning protocols.
2. Develop joint training programs for teachers across the globe.
3. Student exchange of selected students.
4. Faculty exchange of selected teachers in several subjects in Commerce and Management, Natural Sciences, Social Sciences, and Education for student learning in applied subjects and languages.
5. Faculty exchange of teacher trainers in Pedagogy, Human Resources, etc.
6. Develop methods to apply contemporary technology for teacher training, assessment and accreditation.
7. Joint English and Indian language (as a foreign language) courses for students and teachers.

### **D. Definitions**

1. For purposes of this MOU, the party sending students or faculty shall be referred to as the "Home Institution."
2. For purposes of this MOU, the party receiving students or faculty shall be referred to as the "Host Institution."

## **II. TERMS OF THE MOU**

### **A. Areas of Initial Concentration**

Participating Institutions based on a definition of shared institutional priorities for teaching, program development and research agree to implement collaborations of:

1. Faculty Exchanges
2. Student Exchanges
3. Dual Degree Programs (as allowed by governing and accrediting bodies)



4. 3 + 2 Pathways from Undergraduate to Graduate degree
5. Joint Teacher Training programs
6. Lectures and Workshops (Physical and/or Virtual).
7. Collaborative research programs

Additional areas of concentration may be added with the mutual consent of the Presidents/Heads of both Participating Institutions.

Subsequent documents are intended to add definition to programs within areas of mutual concentration.

#### **B. Activities in Support of Collaboration**

The Participating Institutions recognize the importance of certain ancillary activities in support of these areas of collaboration. Principal among these shall be, when appropriate:

1. The regular exchange of relevant publications and information generated by the parties to the MOU.
2. Regular communication concerning the technologies necessary to enable and enhance the substantive areas of collaboration referred to in Section II.

#### **C. Partnership Exchange**

Exchanges of faculty, students and technical specialists generally shall be conducted under the following guidelines:

1. The Participating Institutions shall for duration to be determined on a case-by case basis and after mutual agreement invite students and faculty for teaching and/or research visits.
2. If and insofar as there are sufficient funds for these specific purposes at the disposal of the Participating Institutions.
3. To the extent feasible, "Host Institution" is expected to provide accommodations, meals, and in-country transportation for Visiting Faculty, Staff and Program Directors
4. The Participating Institutions shall undertake good faith efforts to raise funds from outside sources for the exchange of lecturers and/or researchers, if needed.
5. The Participating Institutions shall inform one another regularly about the curricular programs offered by each, and especially about research seminars, colloquia, conferences, and symposia organized by each.
6. Each exchange participant to the Host Institution must obtain and submit written proof of medical insurance coverage during the exchange period as required by the Host Institution's governing applicable laws. It is understood that the Host Institution accepts



no responsibility or liability for providing health care services or health care insurance for visiting, scholars and faculty.

7. Exchange faculty shall be responsible for obtaining any necessary documents and otherwise complying with all immigration laws and regulations of the country of the Host Institution. The Host Institution shall cooperate in such efforts but shall not have any responsibility to assure the granting of any documents, permits or approvals.
8. Exchange faculty shall follow the policies and procedures of the Host Institution. Any applicable policies and procedures of the Host Institution shall be provided to each exchange faculty member in writing and explained to the individual faculty member prior to arrival at the Host Institution. Exchange faculty shall acknowledge receipt and understanding of those policies and procedures in writing.
9. Participation in distance education that allows simultaneous instruction at both institutions and technologically supported delivery of instruction from one institution to the other will be supported to the extent possible by the Participating Institutions.

### III. ADMINISTRATIVE GUIDELINES

#### A. Elaboration of this MOU

1. It is the intent of the Participating Institutions that general provisions of this MOU be translated into specific programs of activity as expeditiously as financing and other institutional capabilities permit.
2. Such programs shall be set forth in implementing memoranda approved in writing by the designated operational officers of both institutions.
3. No implementing memorandum shall amend or contradict the provisions of this MOU.
4. Nothing in the initial version of this MOU shall be interpreted as constraining the development of future programs not mentioned in this document.
5. The parties agree to jointly define the objectives and structure of the academic partnership as including, but not limited to:
  - Targeting focus areas for collaboration, promoting collaboration in the areas identified, and encouraging strategic partnerships between Athens State University and Kuvempu University in the targeted endeavors;
  - Developing an enabling environment for the success of collaborations including facilitating operational teams at both ends for liaison and progress monitoring, hosting periodic knowledge exchange programs;
  - Identifying and facilitating focus areas for collaborative research of mutual interest between the parties;
  - Encouraging the development of curricular programs leading to better employability;
  - Facilitating the exchange of information about Athens State University and Kuvempu University to each institutions students;



- Encouraging faculty and student exchanges for research, sabbaticals, summer camps, study abroad, internships, and related academic activities;
- Enabling professional development training for educators and administrators, including leadership development; and
- Promoting initiatives that improve diversity, inter-cultural awareness, and understanding within the space of higher education.

### **B. Responsible Administrative Personnel**

The Participating Institutions shall be represented by informal negotiation or renegotiation of this MOU by the presidents/heads of the Participating Institutions or their designated representatives.

The designated operational units of the parties, for the purposes of developing and implementing the terms of this MOU, are:

For Athens State University: Dr. Catherine Wehlburg, Provost [catherine.wehlburg@athens.edu](mailto:catherine.wehlburg@athens.edu)

For Karnataka State Higher Education Council: Dr.Thandava Gowda, Administrative Officer [tntgowda@kshhec.ac.in](mailto:tntgowda@kshhec.ac.in)

For Kuvempu University: TBD

Either party may change its designated operational officer by written notice from the Participating Institution's President/Head.

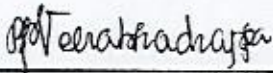
### **C. Other Provisions**

1. This MOU is written in the English language.
2. Nothing in this MOU shall create binding obligations that may not be over ridden by written agreement in the form of an amendment with the same formality as this MOU.
3. Karnataka State Higher Education Council shall participate in planning and reviewing of activities and projects as part of this MOU
4. This MOU will expire after the duration of three years from the date of all required signatures, with the ability to renew the MOU for consequent periods enduring for up to five years. The terms of the MOU may be re-examined and the program adjusted, as deemed necessary, based on a mutually agreed to assessment of the program by the appropriate Presidents/Heads of the Participating Institutions in writing.
5. This MOU may be terminated by any of the parties to the MOU on prior written notice of 90 days before the end of the respective academic years. Any current participant in the programs established by this MOU shall, however, in any case retain their current status until the end of the academic year in which the termination of the MOU occurs.



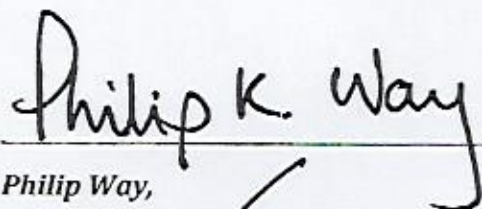
By signing this Letter of Intent and Memorandum of Understanding, the signatories will actively support and promote the aforementioned described Higher Education Partnership that serve mutual interests. The partnership shall commence upon signing and can be terminated at will as described above.

Signed:



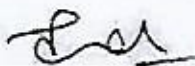
**B.P. Veerebhadra**,

Vice Chancellor-Kuvempu University



**Philip Way**,

President-Athens State University



**Gopalkrishna Joshi**,

Executive Director-Karnataka State Higher Education Council