



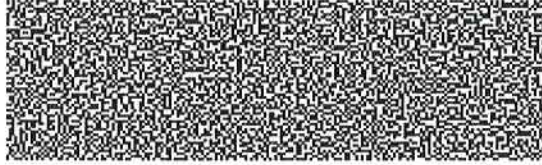
सत्यमेव जयते

INDIA NON JUDICIAL

Government of Karnataka

e-Stamp

Certificate No. : IN-KA13099953449556W
Certificate Issued Date : 12-Sep-2024 01:47 PM
Account Reference : CSCACC (GV)/ kacseceg07/ KA-KOBN1382/ KA-KO
Unique Doc. Reference : SUBIN-KAKACSCEG0775487368615894W
Purchased by : SDUAHER TAMAKA KOLAR
Description of Document : Article 5(J) Agreement (in any other cases)
Property Description : MOU
Consideration Price (Rs.) : 0
(Zero)
First Party : JAIN DEEMED TO BE UNIVERSITY BENGALURU
Second Party : SDUAHER TAMAKA KOLAR
Stamp Duty Paid By : SDUAHER TAMAKA KOLAR
Stamp Duty Amount(Rs.) : 500
(Five Hundred only)



Please write or type below this line

MEMORANDUM OF UNDERSTANDING (MoU)

This Memorandum Of Understanding is executed on the 16th September 2024 and is effective from 16th September 2024

By and Between


Registrar
JAIN Deemed-to-be-University

Page 1 of 8


Registrar

Statutory Alert:
The authenticity of this Stamp certificate should be verified at 'www.shcilestamp.com' or using e-Stamp Mobile App of Stock Holding.
Any discrepancy in the details on this Certificate and as available on the website / Mobile App renders it invalidation and Research
2. The onus of checking the legitimacy is on the users of the certificate.
3. In case of any discrepancy please inform the Competent Authority.

Sri Devaraj Urs Academy of Higher
Tannaka, Kolar - 563 103.

GOVERNMENT OF KARNATAKA GOVERNMENT OF KARNATAKA GOVERNMENT OF KARNATAKA GOVERNMENT OF KARNATAKA GOVERNMENT OF KARNATAKA

JAIN (Deemed-to-be University) is notified by the Ministry of HRD, Government of India, as an Institution Deemed-to-be-University vide notification No. F. 9-57/2007-U.3A dated 19/12/2008, under section 3 of the UGC Act, 1956. having its registered office at # 91/2, Dr. A.N. Krishna Rao Road, V.V. Puram, Bengaluru 560 004 represented by its Registrar, Dr. Jitendra Kumar Mishra (hereinafter referred to as “**JAIN**” which expression shall include its representatives, successors, partners, incubates, subsidiaries, joint ventures and assignees) party of the **FIRST PART**.

and

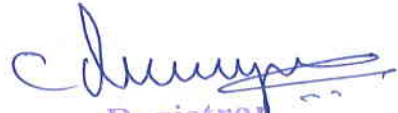
SRI DEVARAJ URS ACADEMY OF HIGHER EDUCATION AND RESEARCH, (A Deemed to be University), created under Section 3 of UGC Act 1956, having its principal place of office at Tamaka, Kolar, Karnataka - 563101, duly authorized to represent by its Registrar, **Dr. MUNINARAYANA. C**, hereinafter referred as “**SDUAHER**” as party of the **SECOND PART**

JAIN and **SDUAHER** shall hereinafter be referred individually as “**Party**” and collectively as “**Parties**”.

WHEREAS

1. **JAIN** (Deemed-to-be University), is a Center for Research in Pure and Applied Sciences, at No. 319, 17th Cross, 25th Main Road, J P Nagar 6th Phase, Bengaluru, Karnataka 560078, is carrying out research in the frontier areas of Biosciences, Phytochemistry and Pharmacognosy (Medicinal Herbs and metabolites from Microbial sources), bioactive compounds having anti-cancer, anti-inflammatory, anti-oxidant and anti- microbial activities), Nanotechnology, Tissue engineering and Drug delivery requiring Human placenta samples for wound healing studies.


Registrar
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Sri Devaraj Urs Academy of Higher
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2. **SDUAHER** (Deemed to be University), is a Center of Excellence for Teaching, Training, and Research in the field of Higher Education, accredited by NAAC for conducting Medical UG - MBBS, Medical PG – MD, MS and other PG Diploma courses. It has plans for doctoral programs in Biochemistry, Microbiology and fellowship programs in Head and Neck Onco- Surgery. Its attached teaching hospital R.L.Jalappa Hospital and Research Centre provides secondary and tertiary health care to the rural and urban population of the Kolar district and bordering areas of the neighboring states of Tamil Nadu and Andhra Pradesh and is also a boon to the victims of accidents on the highway as it has a well-equipped Trauma Centre, ICU and scanning facilities of CT and MRI. It also owns a Hospital in main Kolar town and a OPD center at Devaraj Samudra, providing Outreach services to the needy through free medical camps at taluk levels as well as in villages of remote areas.
3. Considering the benefits of Institutional level co-operative programs that promote sustainable academic activities and research education, to stimulate and facilitate the research development and intellectual life of the participants, **JAIN** and **SDUAHER** enter this MoU. The MoU is intended to stimulate and facilitate the research development and intellectual life of both the parties, under the following terms and conditions.

Article 1 - AREAS OF COLLABORATION

The Parties mutually agree to collaborate through either of the below ways:

- a. Career development and capacity building of established staff to joint research.
- b. Support for curriculum development, including the provision of training courses.
- c. Provision of suitably qualified guides.
- d. Exchange of information and publications.
- e. Joint organization of conferences and workshops.
- f. Joint project proposals.

On mutual agreement, the areas of Collaboration shall be identified based on feasibility on either side with desirable outcomes that contribute to the fostering and development of cooperation between the parties.

Article 2 - IMPLEMENTATION

In order to carry out the operations as per terms and conditions of this MoU, the parties shall identify a Single Point of contact (SPOC) to coordinate the development and conduct of the joint activities, at either side who will normally be:

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JAIN (Deemed-to-be-University)

Registrar
Sri Devaraj Urs Academy of Higher
Education and Research
Tumkur, Kolar - 563 103.

- SPOC for JAIN** - **Dr. Varalakshmi K N**
The Director,
Center for Research in Pure and Applied Sciences,
- SPOC for SDUAHER** - **Dr. C.D. Dayanand**
Director
Center for Advanced Research & Excellence

Any change of SPOC to be notified to the other party within 7 days of change.

Article 3 - FUNDING AND FINANCE

The budget for each specific program or activity under this MoU shall be mutually discussed and agreed upon in writing by both parties prior to the initiation of the program or activity undertaken as per the Annual Plan of Action (APA) which is finalized before the commencement of each Annual Cycle i.e., September to August.

Article 4 - DURATION OF MoU

The agreement will remain in force for 05 (Five) years and may be extended on mutual consent. The parties to the agreement can mutually agree to include / delete any of the terms and conditions set forth in this MoU, through a separate sign-off for the amendment.

This MoU may be terminated by either party on the happenings or occurrence of any of the following events or conditions:

- i) There is a material deviation performance of this MoU and not cured even after receiving a written notice of 30 days to remedy the breach, the aggrieved party may terminate the agreement, by giving three months' notice to the other party.
- ii) Insolvency, bankruptcy, reorganization under bankruptcy or insolvency laws due to which either of the party is unable to continue with the performance of the MoU.

Notwithstanding any such termination, both parties shall ensure that all activities in progress before termination are completed successfully.

The termination of this MoU shall be without prejudice to any rights accrued to the parties up to the date of such termination. Upon termination, each party shall cease using the logo/mark, if any, procured under this MoU.



Registrar

JAIN (Deemed-to-be-University)



Article 5 - JOINT RESEARCH

Faculty of JAIN and Sri Devaraj Urs Academy of Higher Education and Research will undertake collaborative research projects for sharing of research ideas, infrastructural facilities (instruments/Biomedical samples), and project proposals.

The Outcome of the Research projects, including the Publications and the Patents shall be jointly owned by both the parties.

Article 6 -INTELLECTUAL PROPERTY RIGHTS

The Intellectual Property Rights that arise as a result of joint research and collaborative activity under this MoU, will be worked out on a case-to-case basis and will be consistent with the officially laid down IPR policies of the parties.

ARTICLE 7 – FINANCIAL IMPLICATIONS

There shall be no financial obligations that shall arise from this MOU for either party.

Article 8 - CONFIDENTIAL INFORMATION

The Parties agree that during the subsistence of the MoU, they may come into possession of information confidential to the disclosing party and agreed to keep confidential, the disclosing party's proprietary, and confidential information obtained at any time during the period of the assignment ('Confidential Information').

The Parties shall not disclose such confidential information to any person, other than employees of the party who need to know if the information in relation to this MoU.

The Parties shall not make any copies of the confidential information. However, the following shall not be considered as confidential information for this purpose:

- i) Data/Information is already in the public domain.
- ii) Data/Information placed in public domain by either of the parties as intended by the Project and mutually agreed without any breach of obligations hereunder.
- iii) Data/Information already in the possession of the either of the party prior to the receipt of such Data/Information from the other party.
- iv) Data/Information independently developed by either of the party without any support from the other party.
- v) Data/Information is disclosed pursuant to any legal, judicial or arbitration or similar legal proceedings or as required by law; provided that the receiving party promptly notifies the disclosing party in writing of any such requests and users all reasonable commercial effort is to protect the confidential information as being the confidential.

Registrar

JAIN (Deemed-to-be-University)

The receiving party shall not disclose, reproduce, or use any confidential information for the purpose except solely in connection with its performance of this MoU and for no other purpose.

Upon expiration or termination of this MoU, the receiving party shall seize using all such confidential information and it shall either destroy or return all copies of such confidential information, in whatever form.

Within five business days of termination of this MoU, the receiving party shall certify in writing that the confidential information has been destroyed or returned, as the case may be, and that no copies have been retained in any form whatsoever.

For the purposes of this MoU, the term receiving party shall mean the party who receives confidential information from the disclosing party and the disclosing party shall mean the party disclosing the confidential information.

Article 9 - INDEMNITY

Each party shall indemnify, defend, and hold the other party, and subsidiary or affiliate thereof and their respective officers, directors and agents and employees harmless from and against all claims, damages, liabilities, costs, losses and expenses, including reasonable attorney's fees and expenses incurred due to any claim made against the other party, arising out of breach by the party of the obligation (including any warranty) and this MoU.

Each party, further agrees to indemnify, defend and hold the other party, harmless from and against all claims, damages, liabilities, costs, losses and expenses, including reasonable attorney's fees and expenses incurred due to any claim arising out of infringement of equipment's, apparatus and such other machinery provided by them or due to any claim arising with respect to their respective premises.

Article 10 - RELATIONSHIP


This MoU is not intended to constitute, create or otherwise recognize a consortium, joint-venture, Corporation, partnerships or any legal entity. The rights and obligations of the parties are those expressly set forth herein. The parties shall act as independent contractors in the performance of this MoU.

Nothing in this MoU shall be construed to grant either JAIN or SDUAHER, the right to act as agent or make commitments of any kind on behalf of the other party without prior written consent from the other party.



Registrar
JAIN (Deemed-to-be-University)

Page 6 of 8



Registrar
Sri Devaraj Urs Academy of Higher
Education and Research
Tamaka, Kolar - 563 103.

Article 11 - NON-SOLICITATION AND NON-COMPETITION

Both the parties agree that, during the term of this MoU for a period of Five (5) years or after the termination of this MoU (for any reason), they shall not directly or indirectly either for themselves or for any other commercial enterprise, solicit, divert, or take away any of the parties the employees or business in existence during the term of this MoU and at the time of the termination of such engagement.

Article 12 - AMENDMENTS

No modification, variation, amendments or alteration to any of the terms and conditions of this MoU shall be valid unless the same is made in writing and signed by all the parties hereto.


Article 13 - DISPUTE RESOLUTION

In the event of any dispute arising in respect of this MoU, the parties shall refer such a dispute to arbitration. Each party shall be entitled to appoint one arbitrator and the two arbitrators so appointed shall appoint the third arbitrator. The arbitration shall be conducted in accordance with the Arbitration and Conciliation Act, 1996. The language of arbitration shall be English, and the venue shall be Bangalore.

Article 14- GOVERNING LAW AND JURISDICTION

This MoU shall be governed and construed in accordance with the laws of India and shall be subject to the courts in Bangalore.


Registrar
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IN WITNESS WHERE OF THE PARTIES HERE TO AFFIX THEIR RESPECTIVE SIGN AND SEAL ON THESE PRESENTS ON THE DAY AND THE YEAR FIRST HERE IN ABOVE MENTIONED.

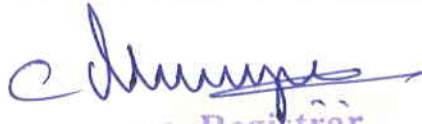
For and behalf of JAIN

Signature:


Dr. Jitendra Kumar Mishra
Registrar
JAIN (Deemed-to-be University)

For and behalf of SDUAHER

Signature:


Dr. Muninarayana G
Registrar
SDUAHER (Deemed-to-be University)

Witness:

Signature:

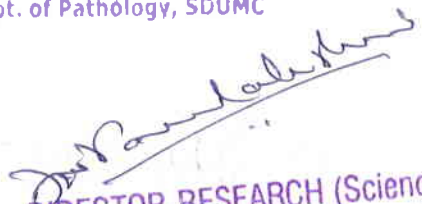

Dr. Kalyani
Director
Research & Innovation
SDUAHER

Signature:


Dr. C.D. Dayanand
Director Center for Advanced
Research & Excellence
SDUAHER

Prof. Dr. Kalyani . R.

MD(Path), Ph.D. FAMS, FICP, FIAMS, FIMSA, FKSTA
Director
Research and Development Cell, SDUAHER
Professor & Former Head
Dept. of Pathology, SDUMC


DIRECTOR-RESEARCH (Sciences)
JAIN (Deemed to be University)
Bangalore