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INDIA NON JUDICIAL

Government of Karnataka

Rs. 20

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Description	:	M O U
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Second Party	:	NITTE DEEMED TO BE UNIVERSITY
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GOVERNMENT OF KARNATAKA LALBAGH KARNATAKA

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This non judicial e stamp forms an integral part of the MoU dated 12th October 2022 signed between Sri Devaraj Urs Academy of Higher Education and Research (Deemed to be University) Kolar represented by its Registrar, Dr. D.V.L.N Prasad (First Party), and NITTE (Deemed to be University), Mangalore represented by its Registrar Dr. Harsha N Halahalli (Second Party)

Registrar
Sri Devaraj Urs Academy of Higher Education and Research
Tamaka, Kolar

Registrar
NITTE
(Deemed to be University)

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MEMORANDUM OF UNDERSTANDING
BETWEEN
SRI DEVARAJ URS ACADEMY OF HIGHER EDUCATION AND RESEARCH (A DEEMED TO BE UNIVERSITY), KOLAR, KARNATAKA, INDIA
AND
NITTE (DEEMED TO BE UNIVERSITY), MANGALORE, INDIA

This Memorandum of Understanding (hereinafter called as the 'MOU') is entered into on this 12th day of Oct - 2022

BETWEEN

SRI DEVARAJ URS ACADEMY OF HIGHER EDUCATION AND RESEARCH (A DEEMED TO BE UNIVERSITY), KOLAR, KARNATAKA – 563103, 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

NITTE (DEEMED TO BE UNIVERSITY), Mangalore, Karnataka 575008, **Technology Enabling Centre, Department of Science and Technology, the Second Party**, and represented herein by its Registrar (hereinafter referred to as "**Second Party**", institution 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')

WHEREAS:

a. First Party is a Deemed to be University named Sri Devaraj Urs Academy of Higher Education and Research and is engaged in offering UG and PG degree programs in Health Sciences disciplines.

b. Second Party is also a Deemed to be University with focus on health and which hosts the DST-TEC, with focus on biomedical, agri-biotech, environment and technology, facilitating inter, multi and trans-disciplinary collaborations.

c. 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.

d. The Parties intent to cooperate and focus their efforts on cooperation within area of Skill Based Training, Education and Research.

e. Both Parties, being legal entities in themselves desire to sign this MOU for advancing their mutual interest.

I. Purpose: To develop appropriate scientific relationship between the parties as set forth in this document and to enhance collaboration and co-operation towards knowledge enhancement with the following objectives:

- To foster translational research and communication for advances in multi-disciplinary fields
- To provide a conducive environment for researchers, practitioners, industrialists and agriculturists to develop networking and seek solutions on real time basis
- To facilitate emergence of a diverse research culture and reduce redundancy in research
- To introduce and support innovative research and entrepreneurship via networking and collaboration with Incubators, Technology Development Institutions & Labs for refining of the technologies
- To assess and evaluate the maturity of the identified technology along with their market potential and focus on technology transfer to meet societal needs
- To bridge the gap between academia and industry and bring conceptualization down to commercialization.

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

Registrar
NITTE
(Deemed to be University)

Continuation Sheet

II. Activities: The areas of cooperation will include any activity at either institution that is determined to be desirable and feasible of the achievement of these objectives subject to the availability of funds and the mutual agreement of both institutions. These activities may include

- Manpower training
- Support and advise to developing projects for funding
- Conducting collaborative research projects
- Conducting lectures and sharing experience in product development
- Organizing webinars, joint conferences and symposia
- Exchanging technical information and knowledge development
- Promoting other cooperative activities in the fields of mutual interests as agreed

III. Operational contacts: Each party currently designates as its principal contact for this MoU the following persons:

A: For DST-Nitte (Deemed to be University):

Prof. Dr. Iddya Karunasagar
Adviser: Research, Patents & IPR

Prof. Dr. Indrani Karunasagar
Director: Projects & DST-NU TEC

B: For Sri Devaraj Urs Academy of Higher Education and Research, (Deemed to be University) represented as of now by its Registrar Dr.D.V.L.N. Prasad.

IV. Financial Resources: The parties understand that:

There is no financial commitment from both the parties towards the proposed activities. The proposed activities will be carried out based on availability of grants and funds.

V. Term: Termination:

A. Duration: This MoU has effect during a five-year period that begins on the effective date

B. Renewal: The MoU may be renewed under a written instrument that each Party has signed

C. Termination: Each party has the right to terminate this MoU upon providing written notice to the other Party no later than six months before the termination is to take effect. In the case of termination, any agreement, or memorandum, or equivalent thereto, regarding a program pursuant to this agreement shall remain in effect according to its terms.

VI. Intellectual Property: Neither institution claims by virtue of this agreement any right or legal interest in existing or pending intellectual property, including patents, trademarks, copyrights, design patents or other rights of the other institution or in any intellectual property that might result from the other institution's prior activities.

Any rights towards intellectual property arising out of any joint research and development will be shared on the basis of contribution made and as mutually agreed upon between both parties in writing.

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

Continuation Sheet

VII. Use of Names: A party must obtain written approval from an authorized representative of the other party before using in any publicity, advertising or news release-the names of

a) the other party
b) any employee of the other party

VIII. Relationship between the parties: This Memorandum of Understanding (MoU) is intended solely as a MoU and no partnership, joint venture, employment agency, franchise, or other form of agreement or relationship is intended. It is specifically understood between the parties that the relationship between the parties contemplated under this MoU is strictly on principal to principal basis. Nothing in this MoU shall be construed to the employees / representatives / students of one Party to be construed as the employees / representatives/ students of the other party. However both parties shall ensure the following:

i. Both Parties shall see to it that the respective students and employees engaged under this MoU shall strictly follow the disciplinary protocols and be professional in their conduct towards each other.

ii. Both Parties shall see to it that "Safety and Security" of the respective employees / students engaged under this MoU be ensured.

IX. Law of the land: Both parties hereby agree and undertake to abide and confirm with the respective law of the land, and, terms and conditions of the agreements which might be entered upon under this MoU. Licenses/ Approval/s or / clearance/s from statutory authorities if any, shall be obtained by the respective parties where ever applicable.

X. Confidentiality: During the tenure of the MoU both parties shall maintain strict confidentiality and prevent disclosure of all the information and data exchanged under the scope of this MoU for any purpose other than in accordance with this MoU. Both parties shall bind their respective personnel who come into possession or knowledge of any confidential information not to disclose the same to third parties without written approval of the disclosing party or use such confidential information for any use other than intended under this agreement. Further both parties shall put in place adequate and reasonable measures to keep and store confidential information secure so as to prevent any unauthorized use. If required, parties may enter into separate confidentiality agreements as per the requirements of specific or respective projects/ programmes under this MoU.

XI. Dispute resolution: Not withstanding anything contained in any other statute for the time being in force, if any genuine dispute arises between the parties in the discharge of their respective responsibilities and obligations under this MoU and in case such dispute is not settled amicably between the parties, it shall be referred to Vice Chancellor of NITTE (Deemed to be University) & Vice Chancellor of SDUAHER, Kolar for arbitration, they shall jointly appoint or nominate an arbitrator as per the procedures in vogue for resolving of the said dispute and the decision of said Arbitrator shall be final as far as the said dispute is concerned and the parties are bound by that decision.

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Registrar
NITTE
(Deemed to be University)

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

Continuation Sheet

XII. Amendment: Each party has the right to amend or modify this MoU only by a written agreement that an authorized representative of each party has signed.

Signed:

SRI DEVARAJ URS ACADEMY OF HIGHER EDUCATION AND RESEARCH
Kolar, Karnataka-563103, India.

NITTE (Deemed to be University)
Deralakatte, **Mangalore, India**

Dr. D.V.L.N. PRASAD
REGSTRAR

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

DR. HARSHA N HALAHALLI
REGISTRAR

Registrar
NITTE
(Deemed to be University)

Date: 16.09.2022
Place: Mangalore

Witnesses:

1. Dr. C.V. Raghuveer,
   Pro Chancellor,
   SDUAHER,
   Tamaka, Kolar.

2. Dr. G. Pradeep Kumar,
   Vice Chancellor,
   SDUAHER,
   Tamaka, Kolar.

Continuation Sheet