



सत्यमेव जयते

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सत्यमेव जयते

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 Authorised Signatory
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 Kangrali KH. Br. KSGEA. Co.
 Compound, Belgaum.



Please write or type below this line

bsomayaji

Registrar
 Yenepoya (Deemed to be University)
 University Road, Derlakatta
 Mangalore 575 018

W ATTESTED

Dr. Gangadhara Somayaji K S
 Registrar
 Yenepoya (Deemed to be University)
 University Road, Derlakatta
 Mangalore 575 018, Karnataka.

Kellu
Registrar

KLE Academy of Higher Education
 and Research, BELAGAVI

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1. The authenticity of this Stamp certificate should be verified at 'www.stolestamp.com' or using e-Stamp Mobile App of Stock Holding Corporation of India.
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Memorandum of Understanding between Yenepoya (Deemed to be University), University Road, Deralakatte, Mangalore, Karnataka 575018 and KLE's Shri B. M. Kankanawadi Ayurved Mahavidyalaya, KLE Academy of Higher Education and Research, Deemed-to-be-University, Belagavi, Karnataka, 590003.

This Memorandum of Understanding (MoU) (this "Understanding") is executed on 18th day of the **February** month of **2021** by and between the **Yenepoya (Deemed to be University), University Road, Deralakatte, Mangalore, Karnataka 575018** established u/s 3(A) of the UGC Act, 1956 having its registered offices at **Yenepoya (Deemed to be University), University Road, Deralakatte, Mangalore, Karnataka 575018** (here in after referred to as "**Yenepoya**") which expression shall, unless repugnant to the subject or context thereof, be deemed to include and mean to its nominees, successors and permitted substitutes or assigns) of the ONE PART

With

KLE's Shri B. M. Kankanawadi Ayurved Mahavidyalaya, KLE Academy of Higher Education and Research, Deemed-to-be-University, Shahapur, Belagavi, Karnataka, 590003, a premier institute of University having its place of activity in Belagavi, (here after referred as '**KLE_BMK**', which expression shall, unless repugnant to the subject or thereof, be deemed to include and mean to its nominees, successors and permitted substitutes or assigns) on another PART either or both of which may be referred to as a "party" or the "Parties" respectively as the context demands.

WHERE AS

- A. The **YENEPOYA** and **KLE_BMK** desire to collaborate in the field of intra and interdisciplinary research, Ayurvedic Medical Education, Stem Cell Research, Molecular Biology, Quality Control and Drug development, Faculty and student exchange program for the mutual benefit by utilizing the expertise and infrastructure existing in both institutions.
- B. Based on the strengths of the **YENEPOYA** and **KLE_BMK**, **YENEPOYA** is desirous of collaborating with **KLE_BMK**, which would provide education/ research program/ faculty, student exchange/ academic programs.

Signature
Registrar
Yenepoya (Deemed to be University)
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Mangalore 575 018

ATTESTED
Signature
Dr. Gangadhara Somayaji KS
Registrar
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Registrar
KLE Academy of Higher Education
and Research, BELAGAVI

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MOU is to establish hereby a formal understanding of cooperation and friendship which is intended to have further the academic objectives of each institution and to promote better understanding between the research scientists, faculty and students of YENEPOYA and the research scientists, faculty and students of KLE_BMK.

Background:

Yenepoya (Deemed to be University) is recognized under Section 3A of UGC Act, 1956 in the year 2008; accredited 'A' Grade by NAAC and ranked 86 in NIRF 2020. YENEPOYA offers high quality educational programs and hospital services in diverse domains attracting learners from across the country. The medical college teaching hospital is accredited by NABH and the labs with NABL. Yenepoya Research Center (YRC) was been established to promote multidisciplinary research in 2008 and has certificate of complaisance to ISO17025: 2017 & GLP. YRC strives towards strengthening the research activities, establishing the research facilities and building capacity among students and research scholars. The research centre has been nurturing several PhD scholars, with alumni having placements in established national and international organizations. In fulfilling its objectives, it has established state of the art facilities and has a team of faculty with multidisciplinary expertise for carrying out research and training in the forefront areas of proteomics, molecular medicine, stem cell and regenerative medicine and other emerging areas of biomedical sciences. The YRC along with faculty from constituent colleges emphasizes on the Indian system of medicine with the support of molecular biology and advanced technologies.

KLE academy of Higher Education and Research is declared as Deemed-to-be-University u/s 3 of the UGC Act, 1956 vide Government of India Notification No.F.9.19/2000-U.3(A), Re-accredited (2nd cycle) as 'A' Grade by NAAC and placed in Category 'A' by MHRD (Gol). KLE's Ayurveda Hospital & Medical Research Center has been accredited by NABH, the first Ayurvedic institute to get NABH accreditation in Karnataka. KLE's Shri BMK Ayurveda Mahavidyalaya is established in 1933 and is a constituent Institution of KLEU. It has been recognized by CCIM for 11 PG departments with 65 seats and 100 UG seats. It is also conducting PhD program in Ayurveda and Interdisciplinary areas of KLEU. It has good infrastructure for teaching as well has research. Its Central Research Facility has been approved as DTL for ASU drugs by AYUSH, Govt. of Karnataka. Department of Ayurveda

ACCEPTED

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Dr. Gangadhara Somayaji K S
Registrar
Yenepoya (Deemed to be University)
University Road, Deralakatte
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Medical Education (DAME) has been recognized by CCIM as Regional Teacher Training center.

Under this Memorandum of Understanding, the two institutions will proceed to implement the following endeavors and exchanges of materials and personnel.

ARTICLE I: OBJECTIVE

The Parties, subject to the terms of this Memorandum of Understanding and the laws, rules, regulations and national policies from time to time in force, agree to strengthen, promote and develop co-operations in the field of Indian system of medicine (Ayurveda) and Inter Disciplinary Medicine between the two Institutions.

ARTICLE II: AREAS OF COOPERATION

Cooperation shall be carried out, subject to availability of funds and the approval of the competent authority of YENEPOYA and KLE_BMK, through such activities or programs as:

Exchange programs:

- Teachers
- UG/PG & PhD scholars

Faculty and PhD, PG & UG students will be exchanged from both Universities every year for different programs like Workshops, Guest lectures, short time training courses, Seminars, short term research programs and project works etc. as agreed by both Universities from time to time.

Utilization of research facilities, Joint Research activities

- Faculty and students of either University will be allowed, with prior permission, to utilize the research facilities of the collaborating University with the prescribed nominal fee. Both institutions will facilitate the students & faculty by providing access to facilities, guidance of concerned Faculty and Research staff.
- Both will promote and facilitate inter-institutional, inter-disciplinary research and collaborative research projects by faculty and students of the institutions. Short term research projects, summer research projects etc will be allowed.

Dr. Gangadhara Somayaji

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Multi-centric studies

Faculty of both Universities will be allowed to execute collaborative multi centric projects to provide evidence based clinical research utilizing various laboratory facility and faculty expertise.

Continuation of PG/PhD thesis activities

Students of both Universities will be allowed to have extension of their dissertation/ thesis activities utilizing facilities and expertise in these institutions.

Online meetings/On line Guest lectures

Innovative methods & technology for Communication of information will be used to have better interaction among faculty and students of Universities (Online guest lectures, group interactions through Skype etc.).

Knowledge sharing

Both Universities will share the knowledge through various academic activities, interaction of faculty, students, online discussions etc. They will allow partner Institution to utilize the databases, educational material, case presentations, practical manuals, dissertations etc.

Curriculum development

- Both universities will work in this area of Curriculum development by organizing workshops, brain storming sessions, skill development programs, CME programs collaboratively. They will work to create better teaching methodology, evaluation methods, feedback methods, multimedia utilization in teaching, and simulated practical for Ayurveda.
- Participation in seminars and academic developments
- Planning joint International Conferences and Workshops,
- Planning research publications in the journals published by each University and/or in journals that are indexed with Impact factor.
- Implementation of joint educational programs in each University within the identified areas
- Exchange of academic materials and other information
- The terms of such mutual cooperation and necessary budget for each specific program and activity that is implemented under the terms of this MoU will be prepared as per

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Dr. Gangadhara Somayaji K.S.
Registrar
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Mangalore 575 018, Karnataka.

Registrar

KLE Academy of Higher Education
and Research, BELAGAVI

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Article III and shall be mutually agreed upon. Each university will designate a Liaison Officer to develop and coordinate specific activities or programs.

ARTICLE III: FINANCIAL ARRANGEMENTS

The financial arrangements to cover expenses for the identified research activities undertaken within the framework of this Memorandum of Understanding shall be mutually agreed upon by both the Parties on a case-by-case basis subject to availability of funds.

ARTICLE IV: PROTECTION OF INTELLECTUAL PROPERTY RIGHTS

It is understood that activities contemplated under this MoU are expected to be cooperative in nature and that Participating Researchers may collaborate in such research activities.

“Intellectual Property” or “IP” means all patentable discoveries, innovations, inventions, improvements, devices, equipment, and designs, conceived and reduced to practice under the term of and in performance of this agreement.

- (a) The protection of intellectual property rights shall be enforced in conformity with the national laws, rules and regulations.
- (b) Notwithstanding anything in paragraph (a) above, the intellectual property rights in respect of any technological development, and any products and services development, carried out:
 - (i) Jointly by the parties or research results obtained through the joint activity effort by the Parties, shall be jointly owned by the Parties in accordance with the terms to be mutually agreed upon based on the contribution of each party; and
 - (ii) Solely and separately by the Party or the research results obtained through the sole and separate effort of the Party, shall be solely owned by the Party concerned.
- (c) All copyrights, patents, trademarks, trade secrets, and any other intellectual property rights (“IPR”) disclosed in connection with this MoU shall solely remain the property of the Participant introducing and/or disclosing the same to the other Participant for the purposes of this MoU.
- (d) The terms and conditions in the execution of the research projects shall be decided on case to case basis.

Publication. The parties agree that all journal articles, presentations and other communications created jointly by the parties from the activities conducted under the MoU

Signature

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Signature

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Registrar
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University Road, Deralakota
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need to be reviewed and approved in accordance with the policies of both parties prior to publication or presentation. Substantial work carried out by either of the parties need to be given due publication credit as an author.

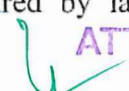
- (a) Appropriate acknowledgements must be given to the concerned departments/ universities that have contributed to the research work pertaining to this MoU in the form of resources.
- (b) The author list and the order must be decided upon before initiating the projects based on the factual contributions. Any additions/deletions of the author(s) shall be decided after mutual agreement based on their contribution.

ARTICLE V: CONFIDENTIALITY

In the course of the activities under this MoU it may be necessary for the Participants to disclose Confidential Information pertaining to the study. Unless otherwise expressly permitted in this agreement, any and all information, correspondence, financial statements, records, data, or information that is competitively sensitive and not generally known to the public, including formulations, analysis, inventions, improvements and activities of the disclosing Participant, disclosed by one Participant to the other Participant of this MoU, and other documents shall be transmitted or communicated by either Participant to the other Participant that is marked as confidential or proprietary for the purposes of this agreement ("Confidential Information") shall be received and treated in confidence, and shall not be used by the receiving Participant or disclosed by the receiving Participant without the prior written consent of the disclosing Participant, which consent shall not be unreasonably withheld or delayed. These restrictions on use or disclosure of information do not extend to any item of information which

- (a) is publically known at the time of the disclosure,
- (b) Is lawfully received by the receiving Participant from a third party which does not have a confidential relationship to the disclosing Participant,
- (c) The receiving Participant can demonstrate that it was in his/her possession or known the same before its receipt from the disclosing Participant, or
- (d) The receiving Participant is required by law to disclose to government authorities (including courts).


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ATTESTED

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Mangalore 575 018


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Registrar
KLE Academy of Higher Education
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Unless otherwise required under a subsequent binding agreement, each receiving Participant shall, at the expiry or termination of this agreement, return to the disclosing Participant any and all documents provided by the disclosing Participant setting out as Confidential Information.

- A. Each Party undertakes to observe the confidentiality and secrecy of documents, materials, protocols, information and other data received from, or supplied to, by the other Party during the period of the implementation of this Memorandum of Understanding or any other agreements made pursuant to this Memorandum of Understanding;
- B. Both Parties agree that the provisions of this Article shall continue to be binding between the Parties notwithstanding the termination of this Memorandum of Understanding.

ARTICLE VI: SETTLEMENT OF DISPUTES

Any difference or dispute between the Parties concerning the interpretation and/or implementation and/or application of any of the provision of this Memorandum of Understanding shall be settled amicably through mutual consultation and/or negotiation between the Parties. In case, the dispute occurred between both the parties and if the same is not resolved through negotiation or by adopting amicable measures, in that case the matter will be settled through Arbitration and the Arbitrator will be appointed with the mutual consent of both the parties.

ARTICLE VII: ENTRY INTO FORCE, DURATION AND TERMINATION

This understanding shall come into force and take effect from the date first written above and shall be valid for a period of **FIVE (5) YEARS** and may be renewed thereafter by the parties upon mutual consent.

This understanding may be terminated by either party by providing **90 (ninety) days** written notice to the other party before the beginning of academic year, and the termination would be effective at the end of the notice period.

And the termination of the Understanding shall be on the understanding that students/ faculty who have already enrolled in any of the courses / research programs as at the time of termination shall remain entitled to complete their respective courses/ research programs and be eligible to appear assessment conducted by the YENEPOYA and KLE_BMK conducted

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Dr. Gangadhara Somayaji K S
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Mangalore 575 002
Page 184

to obtain an award. Any IP or publication that would result from the work done during the period of the agreement shall continue as decided notwithstanding any termination of the Understanding. The obligation of the parties shall continue to be in force during such period, notwithstanding any termination of the Understanding.

Any items/

Now this MOU Witnesses as follows the Roles and Responsibilities of Either Party


a) Common Responsibilities


- Both institutes have to provide minimal accommodation for students/ faculty of other institute in their institute at nominal costs.
- Students/ faculty have to pay the prescribed fee for the facilities they have used.
- Universities have to facilitate for easy exchange programs and collaborative work. Administrative hurdles to be cleared at higher level by clear transparent methodology.
- Periodic meeting of co-ordinators should be arranged to have collaboration and co-operation among faculty of two universities.
- Both parties understand that all financial arrangements are subjective to availability of funds and will have to be negotiated and will be dealt case to case basis.

b) Roles & Responsibilities of KLE Academy of Higher Education and Research, Deemed-to-be- University and KLE's Shri BMK Ayurveda Mahavidyalaya, Belagavi and Yenepoya (Deemed to be University)

- YENEPOYA and KLE_BMK will facilitate for collaborative activities in teaching, education and research. Both will arrange facilities for conducting activities including in-house and visiting members from academic institutes.
- YENEPOYA and KLE_BMK shall also arrange to appoint a Coordinator who shall be available at the centre where the programs being offered, in order to facilitate proper coordination between the YENEPOYA and KLE_BMK covering all aspects relating to conduct of training, research and all other activities coming within the ambit of conducting such programs.
- All students will be governed by the academic regulation of respective parent institutions. i.e. YENEPOYA or KLE_BMK, as specific to the course or program offered, which shall be provided by the YENEPOYA or KLE_BMK to the students at the start of the course/ program.

ATTESTED


Registrar
Yenepoya (Deemed to be University)
University Road, Daralokatte
Mangalore 575 018


Dr. Gangadhara Somayaji K S
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University Road, Daralokatte
Mangalore 575 018, Karnataka.

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Registrar
KLE Academy of Higher Education
and Research, BELAGAVI

- **YENEPOYA** and **KLE_BMK** shall maintain both in physical as well as in an electronic format (wherever possible or available) the details (including academic records) of all students/ faculty enrolled for the programs and shall provide the same to **YENEPOYA** and **KLE_BMK** on request.
- **KLE_BMK** will allow to utilize its facilities for education, teaching and research collaboration where in the **YENEPOYA** will allow the all facilities of the research available at Yenepoya Deemed to be University premises and Yenepoya Research Center. From both **YENEPOYA** and **KLE_BMK** faculty will provide guidance time to time.
- **Human and Animal Subjects in Research.** Participants agree that adequate safeguards shall be taken whenever using human or animal subjects in research, consistent with applicable laws and policies regarding the use of human and animal subjects, including training of such trainees, faculty, or staff who may be involved other than the participant. An institutional scientific review board/committee, Ethics Committee, and/or Animal Ethics committee approvals shall be sought in the respective institutions as applicable. Informed consent shall be obtained in accordance with national laws and regulations, international research standards, and accepted guidelines on good research practices and ethics. Each Participant shall, to the extent necessary for the legal conduct of activities under this MoU, comply with the laws and regulations of the other Participant's Institution/ state/country.

c) Miscellaneous:

- A coordination committee consisting of the following will monitor the academic and research programs and all related operational activities.
 1. Vice Chancellor – KAHER University (Chairman)
 2. Vice Chancellor – Yenepoya Deemed to be University (Co-Chairman)
 3. Registrar, KAHER University
 4. Registrar – Yenepoya Deemed to be University
 5. Two nominees of KAHER University - Members
 6. Two Nominees of Yenepoya University- Members

d) Coordinators of each center

- At Yenepoya (Deemed to be University), the Registrar, Yenepoya (Deemed to be University) will oversee the implementation of the Memorandum of Understanding.

Handwritten signature in green ink.

Registrar
Yenepoya (Deemed to be University)
University Road, Daralakatte
Mangalore 575 018

ATTESTED
Handwritten signature in green ink.



Dr. Gangadhara Somayaji K S
Registrar
Yenepoya (Deemed to be University)
University Road, Daralakatte
Mangalore 575 018, Karnataka.

- At KAHER University, Principal, KLE's Shri BMK Ayurveda Mahavidyalaya will oversee the implementation of the Memorandum of Understanding.


Any variation or amendment or addition to this Memorandum of Understanding shall be mutually agreed to in writing and executed by each of the parties, the YENEPOYA and KLE_BMK.

This MoU represents the entire understanding as to the subject matter hereof and supersedes any prior understanding between the parties on the subjects matter hereof.


In witness whereof, the parties hereto have executed this MoU as of the date first above mentioned.


Signed for and on behalf of: Yenepoya Deemed to be University, Mangalore, Karnataka	Signed for and on behalf of: KLE Academy of Higher Education and Research, Deemed-to-be-University , Belagavi, Karnataka
Signature: 	Signature: 
Name: Dr. K.S. Gangadhara Somayaji Registrar YENEPOYA (Deemed to be University)	Name: Dr. V.A. Kothiwale Registrar KLE Academy of Higher Education and Research, BELAGAVI
Designation: Registrar, Yenepoya Deemed to be University	Designation: Registrar, KAHER University

Signed in presence of Memorandum of Understanding Initiators:


Dr. Rekha P.D. Deputy Director, Yenepoya
Research Center, Yenepoya Deemed to be
University, Mangalore, Karnataka

Signed in presence of Memorandum of Understanding Initiators:


Dr B Sreenivasa Prasad, Principal, KLE's
Shri BMK Ayurveda Mahavidyalaya,
Belagavi
PRINCIPAL
Shri B. M. Kankanawadi
Ayurved Mahavidyalaya
A Constituent Unit of KAHER
Shahapur, BELAGAVI-03.

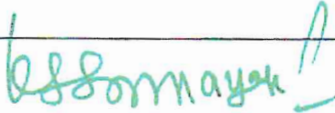


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Signed for and on behalf of: Yenepoya Deemed to be University, Mangalore, Karnataka	Signed for and on behalf of: KLE Academy of Higher Education and Research, Deemed-to-be-University , Belagavi, Karnataka
Signature: 	Signature: 
Name: Dr. K.S. Gangadhara Somayaji Registrar YENEPOYA (Deemed to be University)	Name: Dr. V.A. Kothiwale Registrar KLE Academy of Higher Education and Research, BELAGAVI
Designation: Registrar, Yenepoya Deemed to be University	Designation: Registrar, KAHER University

Signed in presence of Memorandum of Understanding Initiators:



Dr. Rekha P.D. Deputy Director, Yenepoya
Research Center, Yenepoya Deemed to be
University, Mangalore, Karnataka

Signed in presence of Memorandum of Understanding Initiators:



Dr B Sreenivasa Prasad, Pricnipal, KLE's
Shri BMK Ayurveda Mahavidyalaya,
Belagavi

PRINCIPAL
Shri B. M. Kankanawadi
Ayurved Mahavidyalaya
A Constituent Unit of KAHER
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