

MEMORANDUM OF UNDERSTANDING (MoU)

BETWEEN

YENEPLOYA (DEEMED TO BE UNIVERSITY)

&

DNA LIFE ORGANISATION

FOR

PLANTING and GREEN EDUCATION

 ATTESTED

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

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (hereinafter called as the 'MOU') is entered into on this date 10th of November 2020 (10/11/2020), by and between

YENEPOYA (DEEMED TO BE UNIVERSITY)

Deralakatte, Mangalore, Dakshina Kannada, Karnataka presented herein by its Dr. Gangadhara Somayaji K.S, Registrar, Yenepoya (Deemed to be University) (hereinafter referred as 'First Party', the institution which expression, unless excluded by or repungnant to the subject or context shall include its successors-in-office, administrators and assigns).

AND

DNA LIFE ORGANISATION

310 President Leon, Duo-Marvel Layout, Ananthapura Road, Yelahanka, Bengaluru 560064 and represented herein by its Founder and President, Malali Gowda (hereinafter referred as 'Second Party', company which expression, unless excluded by or repungnant 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 university named Yenepoya (Deemed to be University), Deralakatte, Mangalore, Dakshina Kannada, Karnataka established in the year 2008. The university constitutes of ten constituent colleges and centres of excellence namely:

- Yenepoya Medical College
- Yenepoya Dental College
- Yenepoya Nursing College
- Yenepoya Physiotherapy College
- Yenepoya Pharmacy College and Research Centre
- Yenepoya Institute of Arts, Science, Commerce and Management
- Yenepoya Ayurveda Medical College Hospital
- Yenepoya Homeopathy Medical College Hospital
- Yenepoya Naturopathy and Yoga Medical College Hospital
- Yenepoya College of Allied Health Care and Professions
- Yenepoya Research Centre
- Yenepoya Ethics centre

 ATTESTED

Dr. Gangadhara Somayaji K.S
Registrar
Yenepoya (Deemed to be University)
University Road, Deralakatte
Mangalore 575 019, Karnataka

- Centre for Nutritional Studies
- Centre for Environmental Studies
- Centre for Rural Health Care and Development
- Innovation and Incubation Centre

B) Second Party, is named DNA Life Organisation, #310, President Leon, Duo-Marvel Layout, Ananthapura Road, Yelahanka, Bengaluru, 560064.

DNA Life Organisation was established in 2016 under Indian Trust Act with the objective of establishing greener environment by engaging local communities to restore forest ecosystems and promote sustainable land management and livelihood approaches. DNA Life Organisation offers training on agriculture practices, social forestry, mixed farming and rural livelihood.

C) The parties sign this Memorandum of Understanding (MOU) with the purpose to provide a general framework for collaborative efforts of the Parties, within their respective mandates and approved work programmes, on community forestry projects and environmental awareness activities in areas of shared interest and common priorities.

***IN CONSIDERATION OF THE MUTUAL PROMISES SET FORTH IN THIS MOU,
THE PARTIES HERE TO AGREE AS FOLLOW***

**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. The Parties shall keep each other informed of potential opportunities and shall share all information that may be relevant to secure additional opportunities for oneanother related to environment and green activities.

**CLAUSE 2
SCOPE OF MOU**

2.1 The budding graduates from the institutions could play a key role in green technological up-gradation, innovation and competitiveness of an industry. Both parties believe that close co-operation between the two would be of major benefit to the student community to enhance their greenskills and knowledge.

Dr. Gangadhara Somayaji K S
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Bengaluru - 560064, Karnataka

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Registrar
Yenepoya (Deemed to be University)
University Road, Deralakatte
Bengaluru, Karnataka 560064

CLAUSE 6
RELATIONSHIP BETWEEN THE PARTIES

- 6.1. During the tenure of the MOU both parties will maintain strict confidentiality and prevent disclosure of all the information and data exchanged under the scope of this MOU for the purpose other than in accordance with this MOU.
- 6.2. Both Parties shall bind their respective personnel who come into possession or knowledge of any confidential information not to disclose the same to third party without written approval of the disclosing party or use such confidential information for any use other than intended under this agreement or Projects.
- 6.3. 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.
- 6.4. CONFIDENTIAL INFORMATION shall mean any proprietary information, data or facts belonging to parties collectively or severally, disclosed by the disclosing party under this agreement or any subsequent agreement, whether in writing, verbal or electronic, irrespective of the medium in which such information is stored, which is marked confidential or with any other words having similar meaning by the disclosing party, or specifically agreed to kept confidential by the parties, or declared or identified so by the disclosing party before such disclosure or during the discussions. However confidential information shall not include any data or information which:
- (a) Is or becomes publicly available through no fault of the receiving party,
 - (b) Is already in the rightful possession of the receiving party prior to its receipt of such data or information;
 - (c) Is independently developed by the receiving party without reference to the confidential information of the disclosing party.
 - (d) Is rightfully obtained by the receiving party from a third party or is in the public domain.
 - (e) Is disclosed with the written consent of the party whose information it is, or
 - (f) Is disclosed pursuant to court order or other legal compulsion, after providing prior notice to the disclosing party.
- 6.5. It is expressly 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.


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

Yenepoya (Deemed to be University) DNA Life Organisation

First Party

Second Party

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 Bangalore.

AGREED

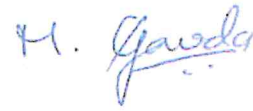
For Yenepoya (Deemed to be University)

For DNA Life Organisation



Dr. Gangadhara Somayaji K.S.
Authorized Signatory

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



Prof. Malali Gowda
Authorized Signatory

YENEPOYA (DEEMED TO BE UNIVERSITY)	DNA LIFE ORGANISATION
Address: Deralakatte, Mangalore, Dakshina Kannada, Karnataka.	Address: 310, President Leon, Duo-Marvel Layout, Ananthapura Road, Yelahanka, Bengaluru - 560064
Dr. Gangadhara Somayaji K.S.	Prof. Malali Gowda
registrar@yenepoya.edu.in	dnalifegreen@gmail.com
www.yenepoya.edu.in	www.dnalife.org

Witness 1:

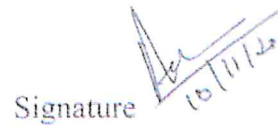
Dr. Bhagya B. Sharma
Assistant Director
Centre for Environmental Studies



Signature 10/11/2020

Witness 2:

Mr. Arun S Nath
Manager
HR Department



Signature 10/11/20



Dr. Gangadhara Somayaji K S
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