



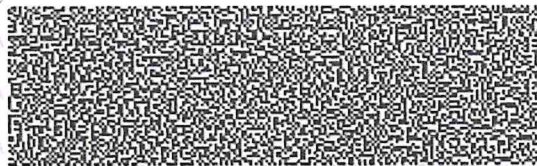
सत्यमेव जयते

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Government of Karnataka

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 Account Reference : NONACC (FI)/ kacrsf108/ MANGALORE9/ KA-DK  
 Unique Doc. Reference : SUBIN-KAKACRSFL0812156747632947R  
 Purchased by : YENEPLOYA DEEMED TO BE UNIVERSITY  
 Description of Document : Article 12 Bond  
 Description : M O U  
 Consideration Price (Rs.) : 0  
 (Zero)  
 First Party : CL MEDIA LTD  
 Second Party : YENEPLOYA DEEMED TO BE UNIVERSITY  
 Stamp Duty Paid By : YENEPLOYA DEEMED TO BE UNIVERSITY  
 Stamp Duty Amount(Rs.) : 100  
 (One Hundred only)



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**MEMORANDUM OF UNDERSTANDING**

This Memorandum of Understanding (MOU) is entered on 1<sup>st</sup> of January 2020.

Between

CL Media Ltd (hereinafter referred to as 'CLM'), a company incorporated under the Indian Companies Act, 1956 having its registered office at A-45, First Floor, Mohan Cooperative Industrial Area, Main Mathura Road, New Delhi – 110044 and is a 100% subsidiary of CL Educate Limited, and represented by its undersigned of the ONE PART;

And

Statutory Alert:

1. The authenticity of this Stamp Certificate should be verified at "www.shcilestamp.com". Any discrepancy in the details on this Certificate and as available on the website renders it invalid.
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.

ATTESTED

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

*kg Somayaji*  
 Registrar  
 YENEPLOYA

*Nikhil*

Yenepoya (Deemed to be University)(hereinafter referred to as 'YENEPOYA'),having its campus at University Road, Deralakatte, Mangalore 575018, Karnataka, Indiarepresented by undersigned of the OTHER PART;

Whereas, CLM and YENEPOYA shall be hereinafter jointly referred to as the "Parties" and singularly as a "Party",the Parties has decided to agree to establish industry-academic collaboration in areas of mutual interest and in accordance with terms and conditions set forth in this Memorandum of Understanding (MOU).CLM and YENEPOYA agree on following:

**SCOPE OF WORK:**

CLM will provide Consultancy, Solutions & Services for setting up a Research Incubator in YENEPOYA under the Aegis of Accendere (Accendere Knowledge Management Services: A CL Educate group entity, focused on Research, hereinafter referred to as 'AKMS').

**About Accendere:** Accendere Knowledge Management Services (AKMS) is focused on Research and help clients like Educational Institutes & Corporates to imbibe a culture of Research, Setup Process and create Research Papers and extend support in publishing it in relevant Journals or Present in relevant Conferences.

The work would encompass the following Services:

1. NIRF Consultancy – 1 Year Engagement
2. Research Incubation Service – 2 Years Engagement

**1. Scope for NIRF Consultancy:**

- Benchmarking of Yenepoya with the Top 100 Universities on all parameters,
- Set Short-Term, Mid-Term & Long-Term Targets for each Parameter in consultation with the Management Discuss various strategies available and setup an Execution Plan
- Create a Data Capturing Methodology and start collecting data
- Conduct Quarterly Reviews to track the progress being made
- Conduct a sanity check on the data prior to submission to NIRF.

**2. Scope for Research Incubation Service:**

- Engage with different Schools of Yenepoya, Choose 300+ students and 35-40 Faculty Members to be part of the Research Incubation Program.

S. No	School	# UG Students	# Groups (3 Students per Group)	# Yenepoya Faculty
1	Medical	60	20	7
2	Dental	60	20	7
3	Physiotherapy	30	10	3
4	Nursing	30	10	3
5	Pharmacy	30	10	3
6	Ayurveda	30	10	3
7	Allied	60	20	7
	<b>GRAND TOTAL</b>	<b>300</b>	<b>100</b>	<b>34</b>

- The entire process will be coordinated by One (1) Full-Time Research Mentor from AKMS, who will be a PhD (Provisional / Full-time PhD) in the area of Physiology / Bio-Chemical Areas. The Research Mentor will be dedicated to YENEPOYA and will be available in their campus as per their Academic Calendar, for executing the work.

*Registration*  
Registrar  
YENEPOYA  
(Deemed to be University)

**ATTESTED**  
*Registration*  
Dr. Gangadhara Somaya  
Registrar  
Yenepoya (Deemed to be University)  
University Road, Deralakatte  
Mangalore - 575 018, Karnataka



- The Research Mentor from AKMS will closely work with the identified Yenepoya Faculty Members and the Students, take the students through the Research Incubation Process and get them to produce Research Papers at Peer-Reviewed Journals.
- The chosen Yenepoya Faculty and students would need to spend minimum 3 Hours every week in the Research Incubation Program and will report to the Research Mentor from AKMS for this work, during the working hours.
- The Research Mentor will hand-hold the YENEPOYA faculty and guide the students to pursue a Research idea and follow the process of Research (Introductory & Exploratory Lectures, Literature Review, Topic Crystallization, Review and Experimentations, Research Assignments, Identification of relevant Conference or a Journal to present/publish the paper, prepare the Research Paper, Communicate the paper and follow-through).
- YENEPOYA would also be provided Access to AKMS's proprietary "Research Incubator Software" with secured Login provided for all the Research Students and Mentors (Faculty of YENEPOYA). The software helps YENEPOYA Management to keep track of the Progress of Research Incubator services provided by CLM and AKMS.
- A customized Implementation Schedule would be created in discussion with the Yenepoya management (Covering the entire 24 months of the engagement) and circulated amongst the relevant members.
- AKMS shall setup an Accendere Innovation Center which shall be the cornerstone of the above activities on campus.

Basis discussions, other aspects of Research Incubation Service Engagement shall include but not limited to the following:

- In addition to the identified Faculty & UG Students, CL Mentor will also be available to mentor the 150+ PG Students and Research Scholars of Yenepoya University in their work, during this 2 year period.
- The primary responsibility of their Research Work would be with the Student (PG & Research Scholar) and the respective Faculty / Guide but the Research Mentor from AKMS will extend the domain knowledge and support in their Research Output.
- This exercise is expected to produce minimum 50 Research papers from 150+ PG Students in the 2 years period, which is in addition to the Research Papers produced by the UG Students.

YENEPOYA will ensure the following deliverables from their end, for the successful execution of the Research Incubation Services by CLM & AKMS.

- Yenepoya need to ensure that the Chosen Faculty of the various schools are briefed adequately for participating in the Research Incubation Program and taking it seriously.
- Dedicated time-slots (3 Hours per week) to be created in the time-table for the interaction of Faculty & Students (For both UG & PG Students who are part of the Research Incubation Program) with Research Mentor.
- The faculty identified for this program, need to report to CL's Research Mentor during the entire program for effective implementation.
- Yenepoya needs to extend to use their Labs / Consumables by Students and/or even allow procurement of any new consumables to undertake the Experiments in the process of producing a research paper.
- A Computer Lab with adequate number of Computers and Internet Access is made available for the above interactions.
- A dedicated work-space and meeting-room are made available to the Research Mentor, in order to implement the program.

Each Party shall appoint one nodal officer to periodically review and identify ways to strengthen cooperation between them.

**CLAUSE OF CONFIDENTIALITY:**

CLM maintains high levels of confidentiality and pledges not to disclose any client specific data, company information or any sensitive information (Including research topics or patent models) that may otherwise prove detrimental to YENEPOYA. CLM also urges YENEPOYA not to disclose any service provider data, training materials, handouts, presentations, training tools or any other specific material that may otherwise prove detrimental to the CLM.

*[Handwritten Signature]*  
 Registrar  
 YENEPOYA  
 (Deemed to be University)

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

**EXIT CLAUSE:**

The parties may choose to exit this agreement unilaterally by providing 3 (Three) month's notice to the other party or under mutual consideration. All payments due for services provided upto the period where the MoU is in force will have to be paid in full.

**NON-COMPETITION CLAUSE:**

Under the Non-Competition clause, any of the party cannot hire or take any kind of service from any of other party members (From YENEPOYA & CL or AKMS) associated with the implementation of research incubator for a period of three years after the expiry of the validity of this MOU.

**INNOVATION COVENANTS:**

1. All papers presented/published shall carry YENEPOYA and AKMS as affiliations. Each Paper Presented / Published will carry an acknowledgement of the work done by AKMS in the footnote. Inclusion of AKMS Mentor as a Co-Author will be decided basis the authorship metrics which will be mutually discussed and agreed upon between YENEPOYA & AKMS.
2. YENEPOYA shall create a provision for special fund for every department to help procure consumables, Undertake Experiments, pay for usage of Equipments in other Institutions (If needed), Applying and Attending specific conferences, etc., for research, basis discussion with the Mentor from AKMS. This fund shall be controlled by the Management of YENEPOYA.
3. All patents that come out of the Research Incubator Initiative shall have AKMS as a co-owner. Any future revenue realization arising from the patent shall have 30% of the revenues going to AKMS. YENEPOYA is free to decide on the split of any future revenue between the inventor(s) and YENEPOYA by means of a contract between the inventor(s) and YENEPOYA. YENEPOYA may choose to be another co-owner of the patent.

Inventors(s) is(are) the individual(s) who has(have) worked towards creating the patent.

The owners of patents can do the following with their rights, basis mutual discussion and agreement between them.


- License the patent to one or more parties for royalties
- Sell the patent rights
- Sue a patent infringer
- Manufacture, offer for sale, sell or use a product covered by the patent without infringing the patent

**FINANCIALS:**

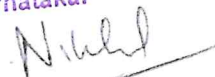
The Engagement period for NIRF Consultancy Services would be for 12 Months and the Engagement period for Research Incubation Services would be for 24 Months.

YENEPOYA agrees to pay a total Professional fee of Rs.28,00,000 (Rupees Twenty Eight Lakhs Only) excluding GST to CLM for the Twelve Months period of September 2019 to August 2020.

The payment would be made in the form of Electronic Clearing Service (Favoring CLM) as follows:

  
Registrar  
YENEPOYA  
(Deemed to be University)

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





Professional Fee	28,00,000		
GST @ 18%	5,04,000		
Professional Fee with GST	33,04,000		
Month	Amount (Rs.) Including GST @ 18%	Description	Remarks
Sep-19	4,04,000	Advance Payment	On or before 15th September 2019
Oct-19	2,41,667	Monthly Payment	On or before 15th of Every Month through ECS
Nov-19	2,41,667		
Dec-19	2,41,667		
Jan-20	2,41,667		
Feb-20	2,41,667		
Mar-20	2,41,667		
Apr-20	2,41,667		
May-20	2,41,667		
Jun-20	2,41,667		
Jul-20	2,41,667		
Aug-20	2,41,667		
Sep-20	2,41,667		
Total	33,04,000		

YENEPOYA agrees to pay the same value of Professional fee (Rs. 28,00,000 – Rupees Twenty Four Lakhs Only, excluding GST) for the Twelve Months Period of September 2020 to August 2021, to complete the Total Engagement period of Twenty Four (24) Months.

YENEPOYA and CLM may choose to extend the Research Incubation Service to other programs / streams also under mutual consent. The same method may be used to calculate the fee payable for the next batch of UG & PG students who will be part of this program in August 2020.

The scope of activities agreed upon, would start only after the respective payments are received by CLM as per the above schedule.

In addition to the Professional fee, YENEPOYA agrees to pay a success fee as below to CLM on a per paper basis earned by the Research success matrix as defined below:

Type of Research Paper(s)	Slabs & No. of Papers	Success Fee per Paper - Excluding GST (Rs.)	Remarks for calculation of Success Fee: If the number of papers is 65, the outflow would be calculated as below:
Research Paper in Peer-Reviewed Journals (Scopus, IEEE, WoS, SCI, SCIE, PubMed, etc.)	0 to 45	NIL	0 to 45 Papers = Rs.0
	46 & Above	30,000	46 to 65 Papers = 20 Papers x Rs.30,000 = Rs.6,00,000 + GST

The Invoice for success fee would be raised at the end of 24 months basis the actual number of Research papers communicated till then, in each "Type of Research Paper" mentioned above. GST would be applicable as extra on the total value of the Invoice, calculated basis the above matrix.

The Success Fee shall be payable on a regular basis within Fourteen (14) days of invoices being submitted by CL with relevant supporting documents.

AKMS shall also deserve a 20% Success Fee of the total grant amount for all successful extramural research funding obtained through projects in which AKMS has significantly contributed to design, development and successful grant of research funding from government, non-government and industrial sources.

*ks somayaji*  
Registrar  
YENEPOYA  
(Deemed to be University)

ATTESTED

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

### INDEMNIFICATION

- a) Both the parties agree to indemnify each other with respect to any claims, loss or damage, unless such claims, loss or damage result from the negligence or acts of any of the party or its employees.
- b) Each party agrees to assist the other party in taking appropriate action and further agrees to commence such action if legal necessity so requires.

### EFFECTIVE DATE:

This MOU will take effect from the date it is signed by representatives of the Parties.

This MOU outlines the Scope of Services and the Professional Fee and Success Fee payable for a period of 24 months for the 300 UG & 150+PG Students and 35-40 Faculty Members.

A Separate MOU for the next batch of UG & PG students to be included in the Program in August 2020, would be discussed and agreed mutually by July 2020.

The MOU would provide for all the activities as agreed upon between CLM and YENEPOYA to be executed in totality, in the eventuality of MOU expiring before the completion of Activities.

Extensions may become effective upon final signature of the appropriate parties.

### GOVERNING LAW AND DISPUTE RESOLUTION:

Any Dispute connected with formation, performance, interpretation, nullification, termination, or invalidation of this Agreement or arising there from or related thereto in any manner whatsoever shall be resolved by mutual discussion or conciliation between the Parties.

If the Dispute is not settled between the Parties within 90 days' time, it shall be referred to a sole arbitrator to be jointly appointed by the Parties. In case the Parties do not agree on appointment of a sole arbitrator, then the matter will be referred to a panel of three arbitrators, constituted by one arbitrator each to be appointed by both the Parties and the third arbitrator to be appointed by the two duly appointed arbitrators. 2 of the Arbitrators shall be from Mangalore and one Arbitrator shall be from Bangalore. The arbitration will be conducted in accordance with the provision set forth in the Indian Arbitration and Conciliation Act, 1996 (the "Act").

The place for holding such arbitration proceedings shall be Mangalore. Arbitration shall be conducted in English language. The decision of the Arbitrator shall be final and binding upon both the parties.

The parties agree that only the Courts in Mangalore in the Republic of India shall have jurisdiction to entertain proceedings related to this Agreement whether during pendency or after expiry/termination. No other court shall have jurisdiction.

### SIGNED IN DUPLICATE:

This MOU is executed in duplicate with each copy being an official version of the Agreement and having equal mutual validity.

For Yenepoya (Deemed to be University)

For CL Media Pvt. Ltd.,

Dr. Gangadhara Somayaji  
Registrar

Registrar  
YENEPOYA  
(Deemed to be University)

Mr. Nikhil Mahajan  
Executive Director and Group CEO

ATTESTED

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