



## MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (hereinafter called as the 'MOU') is entered into on this date 11<sup>th</sup> of November 2019 (11/11/2019), 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

### MUNNUR DAKSHINA KANNADA HIGHER PRIMARY SCHOOL

Munnur Dakshina Kannada Higher Primary School, Kuttar, Mangaluru 575017 and represented herein by its Headmistress, Sharada (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 many centres of excellence.

B) Second Party, is named Munnur Dakshina Kannada Higher Primary School (D.K.H.P.S.), Kuttar, Mangaluru 575017.

Munnur Dakshina Kannada Higher Primary School is a ecofriendly school carrying out various environmental sustainable activities under the leadership of Mrs. Sharada, Headmistress, Munnur D.K.H.P.S.

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 solid waste management, community forestry projects and environmental awareness activities in areas of shared interest and common priorities.

ATTESTED

*Dr. Gangadhara Somayaji K.S*

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

*Sharada*  
ಮುನ್ನೂರು ದಕ್ಷಿಣ ಕನ್ನಡ ಹೈ ಪ್ರಿಮರಿ ಶಾಲೆ

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

11/11/2019

**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 one another related to environment and green activities.

**CLAUSE 2  
SCOPE OF MOU**

- 2.1 The budding students 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.
- 2.2 Mass education on waste segregation, composting of biodegradable waste, environmental conservation through plantation, water conservation and green based research and green industrial development. There is no financial commitment on the part of both Parties to take up any programme mentioned in the MoU. If there is any financial consideration, it will be dealt separately.
- 2.3 The broad scope of the MOU includes operation of a biogas plant of 3000 L biogas based power generating system at the Munnur D.K.H.P.S. The certain quantity of biodegradable waste generated from the Yenepoya (deemed to be university) campus will be processed in the biogas plant.
- 2.4 Biogas produced will be utilized for the cooking purpose at Munnur D.K.H.P.S. through the suitable piping and gas burner and running the electrical items through bio gas based power generating system.

**CLAUSE 3  
VALIDITY**

- 4.1 The term of this MoU will be for five years from the date of the last signature. The program must be reviewed and this agreement approved by Yenepoya (Deemed to be University) and Munnur D.K.H.P.S. before renewal. Either party may terminate this agreement for any reason with written notice at least six months in advance of the date of termination.

**ATTESTED**


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


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

*ಮಾತೃಕೋಪಾಧ್ಯಾಯಿನಿ*  
ಜಿ.ಕೆ.ಬಿ.ಎಂ.ಹಿ.ಪಾ. ಶಾಲೆ, ಮುನ್ನೂರು  
ಮುನ್ನೂರು ಕಾಲೂರು - 575018

**CLAUSE 4**  
**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

  
ಮುಖ್ಯಸ್ಥಾಧ್ಯಾಯನಿ  
ದ.ಕ.ಜಿ.ಪಂ.ಹಿ.ಪ್ರಾ. ತಾ. ಮುನ್ನೂರು  
ಮಂಗಳೂರು ತಾಲೂಕು - 575018

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

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**

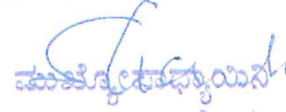
For Yenepoya (Deemed to be University)

For Munnur D.K.H.P.S.



Dr. Gangadhara Somayaji K.S.  
Authorized Signatory

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



ಮುನ್ನೂರು ದ.ಕ.ಬಿ.ಪಂ.ಹಿ.ಪ್ರಾ. ಶಾಲೆ, ಮುನ್ನೂರು  
ಮಂಗಳೂರು ತಾಲ್ಲೂಕು - 575017  
Mrs. Sharada

Authorized Signatory


YENEPOYA (DEEMED TO BE UNIVERSITY)	MUNNUR D.K.H.P.S.
Address: Deralakatte, Mangalore, Dakshina Kannada, Karnataka.	Munnur Dakshina Kannada Higher Primary School, Kuttar, Mangaluru 575017
Dr. Gangadhara Somayaji K.S.	Mrs. Sharada
registrar@yenepoya.edu.in	gkzphmunnur@gmail.com
www.yenepoya.edu.in	-

Witness 1:

Witness 2:

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

Mr. Walter  
Manager  
Maintenance Department



Assistant Director  
Centre for Environmental Studies  
Yenepoya (Deemed to be University)  
Deralakatte, Mangaluru - 575 018



Signature  
WALTER CASTELINO  
Facility Manager  
MAINTENANCE DEPARTMENT  
YENEPOYA DEEMED TO BE UNIVERSITY  
MANGALORE 575 018

ATTESTED

Dr. Gangadhara Somayaji K S  
Registrar  
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