

MEMORANDUM OF UNDERSTANDING

BETWEEN

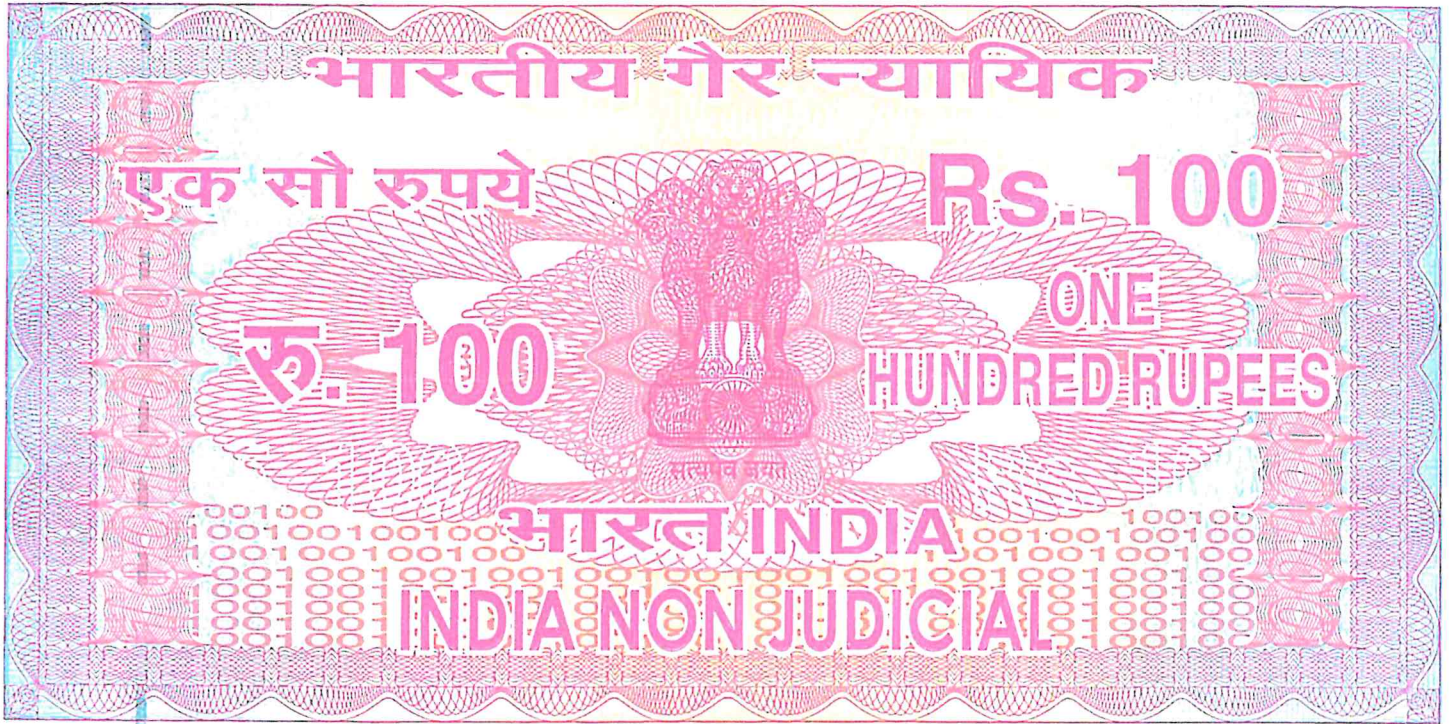
**KRISHNA INSTITUTE OF MEDICAL SCIENCES "DEEMED TO BE UNIVERSITY",
KARAD, DIST: SATARA, MAHARASHTRA - 415539**

AND

**YENEPOYA (DEEMED TO BE UNIVERSITY)
UNIVERSITY ROAD, DERALAKATTE, MANGALORE, KARNATAKA - 575018**

ATTESTED

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



महाराष्ट्र MAHARASHTRA

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जोडपत्र १ व २ / Annexure-1 & 2
 मुद्रांक दिवशी कारण-
 Reason of sale stamps and Amount
 मुद्रांक दिवशी रक्कम/री मॉन्ट अंमल -
 Stamp Price and Name
 इस्तो कालावतरी अशी मी करण
 Stamp Price
 मुद्रांक दिवशी
 Serial Number
 मुद्रांक दिवशी कारण-
 Stamp Price and Name
 मुद्रांक दिवशी-२०. अशोक शिवाजी सुर्यवंशी
 परवाना क्र.२२७०००/२०१९ पु.वि.शिवाजी-पु.वि.कावां.क्र.१
 तहसिल कावां, अहमद नगर
 २०१९ दिना ३१/८/२०१९
 मुद्रांक दिवशी रक्कम
 २०१९



THIS MEMORANDUM OF UNDERSTANDING (hereinafter referred to as "MOU") is made on Monday, 14th October, 2019 at Karad

BETWEEN

KRISHNA INSTITUTE OF MEDICAL SCIENCES "DEEMED TO BE UNIVERSITY", KARAD, MAHARASHTRA, INDIA

AND

YENEPOYA (DEEMED TO BE UNIVERSITY)
 UNIVERSITY ROAD, DERALAKATTE, MANGALORE, KARNATAKA



ATTESTED

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



**KRISHNA INSTITUTE OF MEDICAL SCIENCES "DEEMED TO BE UNIVERSITY",
KARAD, MAHARASHTRA, INDIA**

A "Deemed To be University" declared U/s 3 of UGC Act, 1956 vide notification No.F-9-15/2001-U,3 Of the Ministry Of Human Resource Development-Govt. of India, Accredited by NAAC with 'A' Grade (CGPA:3.20 on 4 point scale), An ISO 9001:2015 certified university, Malkapur, Karad, Dist. Satara, 415539, Maharashtra, India, hereinafter referred to as "KIMSDU" represented by Dr. M. V. Ghorpade, aged 52 years, working as Registrar (which expression shall unless the meaning or context otherwise requires shall mean and include its successors and assigns) of the **First Party**;

AND

YENEPOYA (DEEMED TO BE UNIVERSITY)

UNIVERSITY ROAD, DERALAKATTE, MANGALORE, KARNATAKA

A deemed to be university declared U/s 3 of UGC Act, 1956 vide notification No., F. 9-11/2007-U.3(A). of the Ministry of Human Resource Development-Govt. of India, Accredited by NAAC with 'A' Grade (CGPA:3.14 on 4 point scale) having its registered office at YMDC campus, Deralakatte, University Road, Mangalore hereinafter referred to as "Yenepoya" represented by, Dr. K. S. Gangadhara Somayaji, Registrar, Yenepoya (Deemed To Be University) (which expression shall unless the meaning or context otherwise requires shall mean and include its successors and assigns) of the **Other Party**;

"KIMSDU" and "YENEPOYA" are hereinafter also referred to individually as "Party" depending on reference and collectively as "Parties".

WHEREAS, it is the objective of the KIMSDU to disseminate, create and preserve knowledge and understanding by teaching, research, extension and service and by effective demonstration and influence of its corporate life on society;



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AND WHEREAS, the KIMSDU has power to co-operate or collaborate with any other University, institution, authority or organization for research and advisory services and for such purposes to enter into appropriate arrangement with other Universities, institutions, authorities or organizations to conduct certain courses as the situation may demand;

AND WHEREAS, the KIMSDU has power to provide for the training and quality improvement of teachers and non-teaching employees;

AND WHEREAS, to achieve this goal and objective, it is decided to collaborate with the renowned and reputed Universities, institutions and organizations of health sciences for training of faculties and students of affiliated health sciences colleges / recognized institutes by means of teachers (faculty) and students exchange programmes, research programmes and conferences etc.;

AND WHEREAS, the KIMSDU and YENEPOYA are discussing a potential for association between themselves for establishing collaboration in the field of training of faculty and students by adopting and designing their exchange programme;

AND WHEREAS, the goal of this collaboration is to foster co- operation and facilitate advancement of knowledge, skill and ideas for betterment of health of the society and common man;

AND WHEREAS, it is agreed by mutual discussion between KIMSDU and YENEPOYA to establish a formal collaboration;

AND WHEREAS, the parties hereto agreed that detailed terms and conditions guiding the activities identified above shall be designed and formulated separately through mutual discussion;

AND WHEREAS, the parties, hereto are desirous to enter into a formal Memorandum of Understanding (MoU) of collaboration, in writing;



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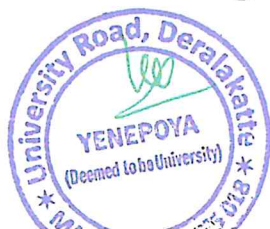
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Mangalore- 575 018, Karnataka



NOW THEREFORE, THIS MEMORANDUM OF UNDERSTANDING WITNESSETH AND IT IS HEREBY AGREED BY AND AMONG THE PARTIES HERETO, AS UNDER:

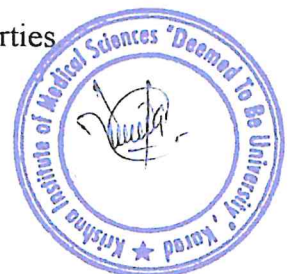
1. OBJECTIVES:-

- I. The Primary purpose of this MoU is to build academic research capacity and quality enhancement activities to promote mutual understanding between the Universities. The MoU shall formally set out the terms of co-operative relationship between the parties, establish their respective roles, and facilitate the function of each party in relation to collaborative research.
- II. KIMSDU and YENEPOYA will encourage direct contact and cooperation between faculty members, staff and students of the KIMSDU, affiliated colleges and recognized institutions of the KIMSDU and YENEPOYA;
- III. Both Universities agree to develop collaborative activities in academic areas of mutual interest, and quality enhancement activities as equal partners with reciprocity. All educational events are expected to reflect the faculty member's area of research and expertise.
- IV. The development and implementation of specific activities based on this MoU shall be negotiated and agreed between individual faculty members through the Deans or Heads of Department.
- V. To Exchange of invitations of lectures, seminars, workshops, conferences, symposia and other academic programmes;
- VI. To Exchange of faculty members and students for study and teaching and research;
- VII. To start joint research activities, publications, library and data exchange;
- VIII. Any other specific academic activity related with study, teaching, research and quality enhancement activities designed and mutually agreed between the parties



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IX. This MOU is agreed on the basis of cooperation between the Universities and includes, but is not limited to the following options


- a) Exchange of faculty members and research scholars between Universities
- b) Exchange of students based on the projects and research needs
- c) Jointly apply for research funds to conduct collaborative research projects
- d) Conducting colloquiums
- e) Exchange of academic/research information and related materials to facilitate joint publications by collaborating faculty members
- f) Promoting any related academic activities based on mutual agreement
- g) Joint Activities related to quality enhancement, mutual exchange of materials and training of staff in quality enhancement activities

2. Both the parties will enter into separate and specific written agreement to govern any specific activity to be initiated to achieve the objectives mentioned above. The terms and conditions of such agreement will be determined separately by mutual discussion and consent of both the parties. Such agreement shall come into effect from the date of signing of this MoU.

3. **STATUS:-**

This MoU is not intended to be legally binding and no legal rights or obligations shall arise as a result of its terms except that clause 4 to 9 below shall be binding. It is the intention that a formal, document will be entered between the parties to govern arrangements in respect of each specific activity mentioned in the objectives of this MoU.

ATTESTED


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



4. COSTS:-

Each party shall bear its own costs and expenses in fulfilling this MoU.

5. INFORMATION SHARING AND CONFIDENTIALITY:-

- a) Each party shall keep secret all confidential information belonging to the other party, which is shared between them, and all shared information shall only be used for the purpose of fulfilling this MoU. This obligation to keep secret will not apply to information that a party is required by law or a competent court or other appropriate authority to disclose. However, this obligation will be continued after termination of MoU.
- b) Each party will ensure that any publicity is accurate and not misleading and does not contain reference to the other party (including name and logo) without its prior written consent.

6. INTELLECTUAL PROPERTY:-

Unless and otherwise agreed in writing in relation to specific project or academic activities, all intellectual property belonging to a party providing it to other party, on or after the date of this MoU shall remain the property of the party providing it. Any intellectual property rights created in the course of activities anticipated by this MoU shall vest in the party which or whose employee created them.

Any intellectual property created jointly by both the parties in collaboration will be jointly owned by both the parties. The ratio of ownerships, intellectual property management, prosecution costs, benefit sharing models will be determined for the specific activity and defined in the activity specific agreement. In the absence of any such specific agreements, both parties will jointly own the IP created in equal ratio, will equally share the a) costs incurred for the intellectual property maintenance and prosecution, and b) benefits realized from the commercialization of the intellectual property.

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University Road, Deralakatte
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7. REGULATORY:-

- a. Neither party will treat any person or group of person less favorably than other or make any discrimination on the grounds of race, religion, caste, ethnic belief, sex, disability, nationality color or marital status.
- b. Each party will comply with all applicable laws and regulations of INDIA. Where there is difference of provision is arises in any law or regulation of the country of any party, such difference shall be settled amicably by mutual discussion and necessary amendment to that effect shall be carried out separately.

8. TERM, EFFECTIVE DATE AND TERMINATION OF AGREEMENT:-

Both universities agree to carry out the above mentioned activities in accordance with laws and regulations of respective countries after full consultation and approvals.

The term of this agreement shall be valid for a period of three years commencing from the date of signature hereof. This agreement can be extended for further terms on mutual agreement. This agreement may be terminated by giving 6 months prior notice from either parties.

This MoU shall become effective from the date of its signing by the representatives of both the parties and shall be remained inforce for the period of THREE years from the date of its signing. Either party shall terminate this MoU by serving written notice on the registered address of other party or it shall be treated as terminated after the notice period or after completion of any undergoing collaborative programme, as the case may be. The notice period shall not be less than 30 clear days. In such situation both the parties shall act reasonably, that any action or omission of any party shall not affects the good reputation of other party.



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9. Any doubt, difference or dispute arises with respect to any term mentioned in this MoU shall be settled by mutual discussion between the signatories or authorized representatives of both the parties, however if such doubt, difference or dispute is not resolved amicably the MoU shall be treated as terminated with the consent of both the parties. This MoU shall be governed by and construed in accordance with the laws of INDIA and the Indian courts shall have exclusive jurisdiction.

The present agreement is signed in English, two (2) originals, all text being equally valid.

IN WITNESS WHEREOF THE PARTIES HERETO HAVE HEREUNDER SET AND SUBSCRIBED THEIR RESPECTIVE HANDS AND SEAL ON THE DAY AND THE YEAR FIRST HEREINABOVE WRITTEN.

Signed by:



REGISTRAR
Krishna Institute of Medical Sciences
"Deemed To Be University", Karad



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

Registrar
Krishna Institute of Medical
Sciences "Deemed to be
University", KARAD

Registrar
Yenepoya (Deemed To Be
University)
MANGALORE

Date: 14/10/2019

Date: 14/10/2019

Place: Karad, Maharashtra

Place: MANGALORE

Witnesses:

Signature:

Name: Dr A R Risbud

Name: Dr. Anand A.S

Address: Director, Research
KIMSDU, Karad

Address: Dy. Director, OAE
Yenepoya (Deemed to be
University) Mangalore-18

ATTESTED

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