



सत्यमेव जयते

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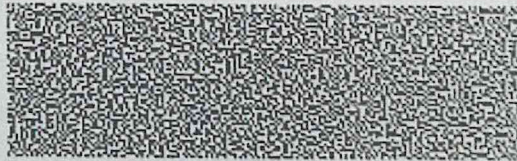
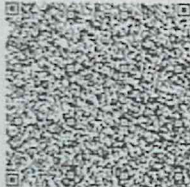
Government of Karnataka

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 Account Reference : NONACC (FI)/ kacrsf108/ ULLAL1/ KA-DK
 Unique Doc. Reference : SUBIN-KAKACRSFL0842762387910191T
 Purchased by : YENEPOYA DEEMED TO BE UNIVERSITY
 Description of Document : Article 12 Bond
 Description : MOU
 Consideration Price (Rs.) : 0
 (Zero)
 First Party : YENEPOYA DEEMED TO BE UNIVERSITY
 Second Party : JSS ACADEMY OF HIGHER EDUCATION AND RESEARCH
 MYSUR
 Stamp Duty Paid By : YENEPOYA DEEMED TO BE UNIVERSITY
 Stamp Duty Amount(Rs.) : 50
 (Fifty only)

For Athmashakthi Multipurpose Co-operative Society Ltd.

Authorised Signatory



Please write or type below this line

Memorandum of Understanding

Between

Yenepoya (Deemed to be University), Mangalore
and

JSS Academy of Higher Education & Research, Mysuru

Whereas, both parties have decided to collaborate to work towards the objectives envisioned in the annexed MOU and that, it has been progressing well in letter and spirit, the furtherance of the collaboration is reaffirmed by way of execution of this document adhering to terms of reference cited in original documents dated 29.04.2019 for a period of three years.

kg Somayaji
Registrar
Yenepoya (Deemed to be University)
University Road, Bengaluru
575 018

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

Sri Shivarathreeshwara
Registrar
JSS Academy of Higher Education & Research
Sri Shivarathreeshwara Nagar,
Mysuru-570015

Statutory Alert

1. The authenticity of this Stamp certificate should be verified at www.kacrsf.com or using a Stamp Meter.
2. Any discrepancy in the details on this Certificate and as available on the website of Kacrsf should be reported to the Registrar, Yenepoya (Deemed to be University), Mangalore-575 018, Karnataka.
3. The onus of checking the legitimacy is on the users of the certificate.
4. In case of any discrepancy please inform the Competent Authority.

This Memorandum of Understanding is made on this 29th day of April 2019

BETWEEN

Yenepoya, is a deemed to be University under Section 3 of the UGC Act, 1956 and having its address at University Road, Deralakatte, Mangaluru - 575018, Karnataka, India. (herein after referred to as 'YENEPOYA') on the one part

AND

JSS Academy of Higher Education & Research, Mysuru is a deemed University under Section 3 of the UGC Act, 1956 and having its address at Sri Shivarathreeswara Nagara, Mysuru -570015, Karnataka, India (hereinafter referred to as 'JSSAHER') of the other part.

YENEPOYA and JSSAHER shall hereafter be collectively referred to as "both Parties" and reference to "Party" shall mean YENEPOYA or JSSAHER, as the case may be.

WHEREAS,

1. **JSSAHER, Mysuru** is a deemed university located in Mysuru, Karnataka. It was established in the year 2008 with a founding mission to serve the needs of the community at large and envisions emerging as a unique institution in the higher education setting. JSS Academy of Higher Education & Research is focused on medical and health-related studies, and comprises JSS Medical College, JSS Dental College and JSS College of Pharmacy at the main campus in Mysuru as well as another pharmacy college in Ootacamund, Tamil Nadu. With a view to extend the horizons in the field of Health Sciences, the Department of Water and Health, Department of Health System Management Studies and Department of Life Sciences were also started later.
2. **YENEPOYA**, is a deemed to be university started in the year 2008. It is the first private Deemed to be University in the District of Dakshin Kannada (South Canara). It provides education and research in the field of health sciences including Medicine, Dentistry, Ayurveda, Nursing, Physiotherapy and allied health and basic sciences.

This MOU is intended to outline the general framework for collaboration between the Parties. The initial goal of this collaboration is to establish working relationship and sharing of information, as well as the intent of the Parties to conduct co-operative activities to establish and promote a mutually beneficial relationship.



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ATTESTED




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

OBJECTIVES

The objectives of the understanding are as follows:

- Co-operation on new or existing academic programmes;
- The development of joint research activities;
- The development of joint conferences and other academic meetings;
- Staff exchange or mutual visits to both institutions;
- Postgraduate student training and development;
- Student exchange;
- The exchange of information in the form of publications and journals, reference materials and other results of teaching and research; and
- Any other activities viewed to be potentially beneficial.

1. COMMITMENTS OF YENEPOYA AND JSSAHER

1.1 In Respect of Staff and Student Exchange

- a) Both Parties will consult on a regular basis at a minimum of once a year, the possibility of staff or student placements.
- b) Both Parties will ensure that the selected staff or student meets the appropriate requirements as determined and agreed upon by the two Parties. It is also agreed that the intended exchange be made known to the host institution at least three (3) months in advance.
- c) Where a staff placement is affected, the salary, travelling and living expenses will be the responsibility of the institutions from which the exchange is made (hereinafter called "the home institution").
- d) Where a student placement is affected, the travelling and living expenses will be the responsibility of the individual student.
- e) The host institution will assist the placement staff in dealing with administrative procedures inclusive of application for visa and other immigration matters.
- f) Advance understanding shall be made between the both Parties with respect to access to special facilities such as laboratories, dedicated equipment, and the like at least three (3) months in advance.
- g) The institution in which the exchange is made (hereinafter called "the host institution") shall not impose any bench fees payable for the use of laboratories for the placement of staff and student.

1.2 In Respect of Knowledge and Practice Experience Exchange

- a) Both Parties will consult on a regular basis at a minimum of twice a year, the possible areas of knowledge and practice experience exchange in all areas of health sciences. Both Parties will facilitate staff effort for joint projects in the areas of health sciences.
- b) Joint project or research will require a separate agreement describing the terms and conditions of the project or research, agreeable to both institutions.



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BOTH PARTIES mutually agree to the following:

2. CONFIDENTIALITY

- 2.1 Both Parties undertake to observe confidentiality towards other Parties not concerned or connected with this MOU. Any confidential information disclosed to either Party pursuant to this MOU shall not without prior written consent of the other Party be disclosed to a third Party or be used for any purpose not expressly permitted in writing by the other Party.
- 2.2 The confidentiality provisions apply to all confidential information exchange including any confidential information exchange in preliminary discussions and during negotiations relating to matters within the scope of this MOU.
- 2.3 For purposes of this MOU, "confidential information" includes all technical know-how, financial information and other commercially valuable information in whatever form including unpatented inventions, trade secrets formulas, graphs, drawings, designs, tables, flow charts, process charts, biological materials, samples, devices, models and other materials of whatever description which the disclosing Party claims is confidential to itself and over which it has full control and include all other such information that may be in the possession of the disclosing Party's employees or management.
- 2.4 Each Party agrees and undertakes that it shall ensure that all the employees, agents and sub-contractors to whom Confidential Information is divulged are made aware of and undertake to comply with and comply with the obligations as to the confidentiality herein contained.

3. INTELLECTUAL PROPERTY

- 3.1 No rights of any kind whatsoever in any invention, copyright, trade secret, or any other form of Intellectual Property (collectively defined as "IP") are granted or transferred under this MOU. Any IP exchanged pursuant to this MOU shall be governed by the terms of a separate written sales or licensing agreement.

4. COMMENCEMENT AND DURATION

- 4.1 This MOU shall commence on the date of its signing and shall remain in effect for a period of THREE (3) years subject to an annual review, at which both Parties shall by mutual agreement determine the terms and conditions of any extensions or duration of this MOU.
- 4.2 This MOU may be terminated prior to the expiry date by mutual agreement between both Parties, subject to at least ONE (1) month's prior written notice.

5. RELATIONSHIP BETWEEN THE PARTIES

- 5.1 This MOU is not intended to be legally binding, but it simply expresses the intentions and understanding between both Parties save for the confidentiality provisions in this MOU. This MOU shall form the basis of a detailed and legally binding agreement to be drafted and executed in the future. Therefore, the actual details of each specific collaboration



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and/or transaction will be determined by Parties' mutual agreement pursuant to applicable definitive agreement(s).

6. ENTIRE UNDERSTANDING

6.1 This MOU constitutes the entire understanding of the Parties pertaining to matters contemplated hereunder at this time. The Parties signing this MOU intend that any implementing contract, license, or other agreement entered between the Parties subsequent hereto shall supersede and preempt any conflicting provision in this MOU.

7. DISPUTE RESOLUTION

7.1 Should a dispute arise between the Parties in connection with the validity, interpretation and/or the implementation of this MOU, one Party shall notify the reasons to the other Party by registered mail. The Parties shall try to promptly reach in good faith an amicable settlement for such dispute, within thirty (30) days after the above notification.

8. GOVERNING LAWS

8.1 This MOU shall be governed by the laws of India.

9. FORCE MAJEURE

9.1 Either party has the right, upon proper notice, to terminate its obligations under the Affiliation Agreement or subsequent project or program agreements for reasons of force majeure. "Force majeure" is circumstances beyond the control of an institution that effectively prevent the institution from performing its obligations under the agreements.

10. MISCELLANEOUS

10.1 This MOU contains the entire agreement of the Parties relating to the subject matter of this MOU, and this MOU shall supersede any previous agreement(s) of the Parties, which shall include but not limited to any negotiations, promises or representations, whether verbal or written.

10.2 Addenda may be appended to this document from time to time, which identify further activities, programmes or projects and their details of management. Such addenda require the signatures of both the signatories of this MOU in order to be implemented as part of this MOU.

10.3 Both Parties should implement this MOU under the principle of good faith. In the event that this MOU is translated into any other language(s), the Parties hereby agree and undertake that only the English version in respect of the same shall be legally valid and enforceable and recognized in law.



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11. COMPLIANCE WITH LAWS:

11.1 All activities conducted under the Agreements must be conducted in accordance with the laws, rules, and regulations applicable to each institution and laws, rules, and regulations of Indian laws as specified to the courts in Mysuru, Karnataka, India civil rights laws.

IN WITNESS WHEREOF, the Parties after having read all the above and as an express indication to honour and be bound in respect of the same hereby through their respective representatives sign this MOU on the day and year indicated herein.

**For and on behalf of,
YENEPOYA**

**For and on behalf of,
JSS Academy of Higher Education &
Research, Mysuru (JSS AHER)**

Dr. K.S. Gangadhara Somayaji

**Dr. K.S. Gangadhara Somayaji
Registrar**

Date: *29/04/2019*

Witnessed by:

Dr. Mohd Gulzar

**Dr. MOHD GULZAR
Dean, pharmacy college**

Dr. B. Manjunatha

**Dr. B. Manjunatha
Registrar**

Date: *29/4/2019*

Witnessed by:

Dr. B. Manjunatha



ATTESTED

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