

# Govt. of Karnataka, State Public University Jnanasahyadri Campus, Shankaraghatta-577451, Shivamogga District, Karnataka

# Supporting Documents pertaining to the following Metric:

# 6.5.2: Institution has adopted the following for Quality assurance:

- Academic and Administrative Audit (AAA) and follow up action taken.
- Conferences, Seminars, Workshops on quality conducted.
- Collaborative quality initiatives with other institution(s).
- Orientation programme on quality issues for teachers and students.
- Participation in NIRF and other recognized ranking like Shanghai Ranking, QS Ranking Times Ranking etc.
- Any other quality audit recognized by state, national or international agencies

Number of functional MoUs /linkage with institutions/ industries in India and abroad for internship, on-the-job training, project work, student
/ faculty exchange and collaborative research during the last five years

		•				
SI.No	Year of signing MoU	Name of the organization with whom MOU/Collaboration being signed	Duration	Purpose of MOU/Collaboration	List the actual activities under each MOU year-wise	Date of the activity conducted
				2023-2024		
1	07-01-2023	Abdul Nazeer Sab Chair, Kuvempu University V/s Karnataka State Rural Development and Panchayat Raj University, Gadag	03 Year	The purpose of this Agreement is to support the efficient, expeditious, orderly and responsive development of Swagrama Fellowship Program to provide innovative, appropriate and affordable assistive technological support to fellows of the program.	Conduct Interview, Training and Interaction sessions for candidates; work as mentoring organisation for the project; Develop contents for the entire programme along with the other implementing partners and Knowledge partner for Swagrama Fellowship	
2	05-10-2024	Kuvempu University V/s National Centre For Biological Sciences (NCBS-TIFR)	05 Years	This Memorandum of Understanding outlines the collaboration between the parties, focusing on establishing a long-term forest monitoring station at Kuvempu University's campus and sharing data for climate change studies at both institutions. With shared goals of advancing joint academic, research, and development initiatives that align with their respective needs, the parties agree to define the areas and methods of cooperation based on the principles outlined in this MOU.	This Memorandum of Understanding establishes a framework for collaboration, including the creation of a long- term forest monitoring station at Kuvempu University's campus and the sharing of data for climate change studies at both institutions. The Parties seek to promote joint academic, research, and development activities that align with their respective goals.	
	Year of	Name of the organization with			List the actual activities	Date of the activity
SI.No	signing MoU	whom MOU/Collaboration	Duration	Purpose of MOU/Collaboration	under each MOU year-wise	conducted

	2022-2023					
3	22-02-2022	Kuvempu University V/s Athens State University, USA		To develop research and academic programs in the areas of Commerce and Management, Social Sciences, Natural Sciences, and Education. To develop a cooperative program of international exchange and promote cooperation in faculty/staff research, education, and faculty/staff and student exchange. To develop, organize and host joint academic symposia, conferences, workshops and meetings.	Collaboration with Athens State University for the benefit of Academic and Research for Kuvempu University Faculty and Students	
4	25-02-2022	Kuvempu University, Dept. of M.B.A V/s Kirloskar Institute of Advanced Management Studies, Yantrapura, Harihar.	02 Years	The party of the first part and the party of the second part propose to collaborate through the following:  (1) Co-operation, promotion of Research, education and training in areas of mutual interest.  (2) Any other appropriate mode of interaction agreed upon between the party of the first part and the party of the second part.	Administrative and Academic Research and Developmental Activities in the Dept of M.B.A	

5	17-03-2022	Kuvempu University, Dept of Microbiology V/s Niranthara Scientific Solutions Pvt. Ltd, Bangalore	05 Years	and to explore the possibility of collaborative research and	To promote research Development and Consulting Entity in the field of agricultural sciences, health sector and life sciences with rich and diverse experience in providing novel and innovative solutions through scientific approach.	
				work plans focusing on priority		
6	04-05-2022	Kuvempu University V/s Davanagere University		The Parties intent to cooperate and focus their efforts on cooperation within area of FACULTY EXCHANGE, RESEARCH COLLABORATIONS TRAINING & DEVELOPMENT, SKILL DEVELOPMENT, KNOWLEDGE & TECHNOLOGY SHARING, INTERDISCIPLONARY RESEARCH and CONSULTANCY. Both Parties, being legal entities in themselves desire to sign this MOU for advancing their mutual interests.	Faculty Exchange, Research Collaboration Training and Development, Skill Development Knowledge and Technology Sharing Interdisciplinary Research and Consultancy"	

7	12-07-2022	Kuvempu University V/s NSE Academy Limited, Mumbai		The Parties are desirous of collaborating to; 1. Undertake relevant skills up gradation via training program(s) in the financial education and investment awareness for the Students. 2. Empower the youth of Karnataka state with the sound financial knowledge, and financial management skills, through a long-term intervention at the higher education level. 3. Encourage self-paced learning for acquiring newer and industry relevant skill sets, build fluency on financial	Financial Education and Investment Awareness Course.	
SI.No	Year of signing MoU	Name of the organization with whom MOU/Collaboration	Duration	Purpose of MOU/Collaboration	List the actual activities under each MOU year-wise	Date of the activity conducted
				2021-2022		
8	15-04-2021	Kuvempu University, Dept of Journalism and Mass Communication V/s Karnataka Chalanachitra Academy		The parties wish to establish a close cooperative relationship, which will be mutually beneficial, in imparting training and placing the students who study graduation / post-graduation in the field of film making, film appreciation and film journalism. There is no financial	To promote Culture of cinema and for ushering in professionalism in the Kannada film industry, and to spearhead academic excellence in this most profuse and effective medium. and to better the skills of film making.	
		Kuvempu University, V/s		This MoU sets forth the intentions of the Parties for increased collaboration, cooperation, and interaction	To promote research Activities.	

SI.No	Year of signing MoU	Name of the organization with whom MOU/Collaboration	Duration	Purpose of MOU/Collaboration	List the actual activities under each MOU year-wise	Date of the activity conducted
	<u> </u>	moor conaboration	<u> </u>	2020-21		
10	12-01-2021	Kuvempu University, V/s University of Agricultural and Horticultural Sciences, Shivamogga.		The Purpose of this MoU is share some common goals and desirous to establish, a cooperative arrangement towards strengthening research and extension in the area of common interest by sharing infrastructure and expertise; evolving joint strategies for research fund generation and ultimately reaching the farming community to increase the quality of the produce. To associate in all related areas as	To promote research on Agriculture, Horticulture and Forestry and allied Science activates between the two institutions	
11	04-03-2021	Kuvempu University, Dep of Biochemistry V/s University of Agricultural Sciences, Raichur.	05 Years	This MoU Purpose is research relevant to Biochemical characterization of pharmaceutically important dietary proteins through cellular disintegration for potential use as immune stimulatory agents, from food sources and medicinal plants to study immune regulation and the research group also involve in	To promote research/offer PhD in the area of Agriculture, and to promote fields of common research Interests and allied activities between the two institutions	
	Year of signing MoU	Name of the organization with whom MOU/Collaboration being signed	Duration	Purpose of MOU/Collaboration	List the actual activities under each MOU year-wise	Date of the activity conducted

	NILL						



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# **Government of Karnataka**

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Article 12 Bond

CONSORTIUM AGREEMENT

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KSRDPRUNIVERSITY GADAG

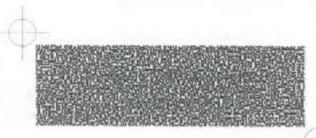
YOUTH FOR SEVA BENGALURU AND OTHERS

KSRDPRUNIVERSITY GADAG

200

(Two Hundred only)







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# Swagram Fellowship Program

# Consortium Agreement

THIS CONSORTIUM AGREEMENT is entered into on this date 7th January 2023

AMONGST

Karnataka State Rural Development and Panchayat Raj University (KSRDPR)

Gadag. Rep by its Registrar

(hereinafter referred to as the "First Part" or the 1st Consortium Member" which expression shall, unless repugnant to the context include its successors and permitted assigns)

And

Youth for Seva, (YFS) Bengaluru

And

Prajna Pravah

And

Abdul Nazeer Sab Chair, Kuvempu University

And

Chanakya University, Bengaluru

The above mentioned parties of the FIRST TO FIVE PART are collectively referred to as the "Parties" and each is individually referred to as a "Party"

WHEREAS, the purpose of this Agreement is to support the efficient, expeditious, orderly and responsive development of Swagrama Fellowship Programto provide innovative, appropriate and affordable assistive technological support to fellows of the program, thought leadership and practice development courses in various aspects of the development process.

# 1. Background:

a) Combined resources, expertise, contacts—and locations of the Parties to this Agreement present a significant opportunity to people interested in development of their village, and hand holding the aspirants to serve for at least three year. b) In particular, development model and resource owned by the governments where people's participation is less in developmental activities. There is a pattern one can find in existing development models in its uniformity. Therefore, they are resulting in asymmetrical development and regional disparity. In order to build holistic and people's participatory development model a new approach is required. In this regard, Swagrama fellowship will lead the way to develop unique model of Development.

Set against this background Parties to this Agreement will collaborate to raise resources for effective delivery of objectives as set-out in the Swagram FellowshipProgram, Note included in Appendix-I which is part and parcel of this agreement.

# 2. Definitions: -Unless otherwise specifically provided;

- a) Consortium means, official agreement on Swagrama Fellowship program Consortium
- b) Consortium partners/parties means, the parties who are signatories to this agreement.
- c) Consortium agreement means, this agreement which is entered into between consortium parties to this agreement.
- d) Lead partner means: Karnataka State Rural Development and Panchayat Raj University (KSRDPR) Gadag.
- e) Implementing partner means: Youth for Seva, Bengaluru, and Centre for Study of Cultures, Chanakya University, Bengaluru, Prajna Pravah, Karnataka and Kuvempu University, Shimoga
- f) Managing Committee means, committee constituted by the lead member in consultation with other members of the consortium the constitution, powers and functions of which are described in detail
- g) Executive Committee means, committee constituted by the lead member in consultation with other members of the consortium the constitution, powers and functions of which are described in details.

NOW THEREFORE, THIS AGREEMENT WITNESSTH AS UNDER: In consideration of the above premises and agreements all the members in this Consortium agreement do hereby mutually agree as follows:

a) The Members of the Consortium and Members to the Agreement do hereby unequivocally agree that Karnataka State Rural Development and

- Panchayat Raj University (KSRDPR) Gadag shall act as the Lead Member for the Consortium.
- b) The Lead Member shall be liable and responsible for ensuring the individual and collective commitment of each of the Members of the Consortium in discharging all of their respective obligations. Each Member further undertakes to be individually liable for the performance of its part of the obligations envisaged in this Agreement.
- c) Subject to the terms of this Agreement, the Consortium Partner shall be responsible for discharging their part of duties and responsibilities as provided under this agreement. Furthermore, Lead member and Consortium Partner may enter into a separate definitive agreement (hereinafter referred to as "Definitive Agreement") with any of the member of consortium defining respective rights, duties, obligations, liabilities, etc. of both the parties for the performance of the obligations.

# 3. DUTIES AND RESPONSIBILITIES

### KSRDPR UNIVERSITY

- KSRDPRU is a lead organization for conceptualisation in association with other implementing organizations.
- KSRDPRU will monitor and evaluate day today activities.
- KSRDPRU will be responsible for pre and post project administration cost i.e operational cost of the project.
- KSRDPRU will handle Recourses deployment and will do supportive activity with other Implementing organizations

# YOUTH FOR SEVA (YFS)

- YFS is an implementing organization of the project in association with other implementing organizations.
- 2. YFS is responsible for Resources Mobilization along with other partners.
- YFS will develop contents for the entire program along with the other implementing partners.
- 4. YFS will review the effective project implementation on day today basis.
- 5. YFS is responsible for conducting Interview, Training and Interaction session for candidates
- YFS will be the knowledge partner for Swagrama Fellowship Program.

## PRAJNA PRAVAH

- 1. Prajna Pravah is supporting organization for conceptual issues.
- 2. Prajna Pravah will work as mentoring organization for the Project.
- Prajna Pravah is responsible for Resources Mobilization along with implementing organizations.
- Prajna Pravah is responsible for conducting Interview, Training and Interaction session for candidates.

# CENTRE FOR STUDY OF CULTURES, CHANAKYA UNIVERSITY

- Dr.Chaitra MS will be the representative person for the fellowship program from Chanakya University.
- Centre for Study of Cultures, Chanakya University is responsible for conducting Interview, Training and Interaction session for candidates.
- Chanakya University is overall responsible for Village Mapping activity through GIS application and other tool development.
- Chanakya University will work as mentoring organization for the Project.
- Centre for Study of Cultures, Chanakya Universitywill be the knowledge partner for Swagrama Fellowship Program.

# ABDUL NAZEER SAB CHAIR, KUVEMPU UNIVERSITY

- Prof. Shanmukha, A, with others from Abdul Nazeer Sab Chair, Kuvempu University is responsible conduct Interview, Training and Interaction session for candidates.
- Kuvempu University will work as mentoring organization for the Project.
- Kuvempu University will develop contents for the entire program along with the other implementing partners.
- Kuvempu University will be the knowledge partner for Swagrama Fellowship Program.

# 4. Financial Arrangements:

Parties to this Agreement hereby confirm the following financial arrangements that they have arrived at in respect of establishing the Swagrama Fellowship Program

 KSRDPRU will be responsible for pre and post project administration cost i.e., operational cost of the project.

- Youth for Seva is responsible to bear all Functional Cost of the Project.
- Any other cost which is additional apart from budgeted, those cost will be incurred by KSRDPRU from additional resources.
- 5. Assignment: The rights and obligations of any of the members Consortium Member under this Agreement shall not be assigned to any third party.
- 6. Employers' responsibility: Each Party will be responsible according to the applicable laws and rules for their own personnel and property.
- 7. Applicable Law: This Consortium Agreement shall be governed, construed and interpreted in accordance with the laws of India and the Courts in Gadag, Karnataka shall have the exclusive jurisdiction in all matters arising hereunder.
- **8.Settlement of Disputes:** Any dispute or difference whatsoever arising between the parties out of or relating to the construction, meaning, scope, operation or effect of this agreement or the validity or the breach thereof shall be settled by arbitration under Arbitration and Conciliation Act, 1996 amended by time to time and the award made in pursuance thereof shall be binding on the parties. The place of arbitration shall be Gadag.

# 9.Term & Termination:

- a) This Agreement shall come into force on the Effective Date and shall, subject to termination hereunder, remain in force for a period of three (3) years from the Effective Date.
- b) This Agreement may be terminated by two-thirds of the Parties upon ninety (90) days' written notice issued to the single point of contact.
- c) In the unlikely event of such a notice being issued by any party, all parties will make every effort to ensure relevant consortium activities scheduled over the termination period are duly managed in line with the letter and spirit of this agreement.

### 10. General:

a) This Agreement supersedes all prior discussions and constitutes the entire Agreement between the parties with respect to the subject matter hereof. b) It is expressly declared that this Agreement and the relationships between the parties established hereby does not constitute a partnership, joint venture, agency, or contract of employment between them.

# Declaration:

The parties to this agreement by the signatures below of their authorized representatives acknowledge having read and understood the agreement and agree to be bound by its terms and conditions. This Agreement can be amended at any time with the agreement of all parties.

On behalf of the	On behalf of Karnataka State Rural
Shri. Bhaskar Keshavmurthy  Head-Corporate Pelations	Development and Panchayat Raj University. (KSRDPRU)
Head-Corporate Relations	Dr. B.L. Lakkanavar.
2. Prajna Pravah	Registrar
Dr. Niranjan Pujar Prant Samyojak, Karnataka	Dated:
3. Abdul Nazeer Sab Chair, Kuvempu	
University	
Director  M. S. Charlia  4. Chanakya University, Bangaluru	
Registrar	
Dated	



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PROF L S SHASHIDHARA DIRECTOR NCBS

Article 5(J) Agreement (in any other cases)

AGREEMENT

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PROF L S SHASHIDHARA DIRECTOR NCBS

A L MANJUNATH REGISTRAR KUVEMPU UNIVERSITY

PROF L'S SHASHIDHARA DIRECTOR NCBS

(Five Hundred only)







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# Memorandum of Understanding

Between

NATIONAL CENTRE FOR BIOLOGICAL SCIENCES (NCBS-TIFR) AND

# KUVEMPU UNIVERSITY

ENTERED INTO ON THIS 5th DAY IN THE MONTH OF OCTOBER IN THE YEAR 2024 PREAMBLE

This Memorandum of Understanding (hereinafter referred to as the MOU) is entered into on this 5th day in the month of October in the year 2024.

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Shankaraghatta-577 451 Shivamogga District

### BETWEEN

NATIONAL CENTRE FOR BIOLOGICAL SCIENCES - TATA INSTITUTE OF FUNDAMENTAL RESEARCH (hereinafter referred to as NCBS-TIFR), a Centre of Tata Institute of Fundamental Research, an autonomous institute of Department of Atomic Energy, Govt. of India and located at GKVK Post, Bellary Road, Bangalore – 560 065 represented by its Director/Duly Authorized Signatory, which expression shall, unless repugnant to the context or meaning thereof, include successors-in-interest and permitted assigns (herein after referred to as the Party of the First Part)

# AND

The Kuvempu University represented by its Registrar, Sri. A.L. Manjunath, Kuvempu University, Shankarghatta-577451, Bhadravathi Taluk, Shimoga District, Karnataka State, India, which expression shall unless repugnant to the context thereof mean and include its successors and assigns(herein after referred to as the Party of the Second Part)

The party of the first part and the party of the second part will together be called as "parties" and individually as "party"

WHEREAS, NCBS-TIFR is a premier research institution dedicated to fundamental research at all levels of biology covering a diverse set of subjects spanning from molecules to ecosystems and from nanosecond to evolutionary time. It's mission is to amplify boundaries of biological knowledge, create scientific human capital and deploy contemporary tools and technologies for capabilities in Science.

WHEREAS, Kuvempu University is a University established under the Karnataka State Universities Act 2000 having its administrative office at Jnana Sahyadri, Shankarghatta-577451, Bhadravathi Taluk, Shimoga District, Karnataka and involved in R&D in Environmental Science focuses on biodiversity conservation, pollution studies, climate change impacts, nanotechnology, microclimates and environmental biotechnology with a particular emphasis on the Western Ghats. The Biological Sciences department conducts research in plant science, animal ecology, microbial biotechnology, biochemistry and molecular biology. Their work contributes to ecological sustainability, wildlife conservation with biotechnological interventions, addressing both regional and global environmental challenges.

This Memorandum of Understanding outlines the collaboration between the parties, focusing on establishing a long-term forest monitoring station at Kuvempu University's campus and sharing data for climate change studies at both institutions. With shared goals of advancing joint academic, research, and development initiatives that align with their respective needs, the parties agree to define the areas and methods of cooperation based on the principles outlined in this MOU.

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KUVEMPU UNIVERSITY, Jnana Sahyadri, Shankaraghatta-577 451. Shivamogga District Karnataka State.

# AREAS OF COOPERATION

This Memorandum of Understanding establishes a framework for collaboration, including the creation of a long-term forest monitoring station at Kuvempu University's campus and the sharing of data for climate change studies at both institutions. The Parties seek to promote joint academic, research, and development activities that align with their respective goals. To this end, they agree to the following objectives:

- Exchange of scientific, academic, and technical information and appropriate academic materials and other information of mutual interest for which each Party holds intellectual property rights;
- Identification of opportunities for exchanges and cooperation and joint research and development in disciplines of mutual interest;
- c. Enable the exchange of postgraduate students and research scholars for collaborative projects and studies, along with the exchange of faculty and staff to conduct course lectures. This initiative will encompass a wide range of topics, with a particular focus on ecosystems, as well as research into the interrelationship between biology and social sciences, biology-society interactions, animal studies, and human-nonhuman relationships.
- The Organisation of and participation in joint academic and scientific activities such as seminars, workshops and international conferences;
- Exchange of faculty through sabbatical and academic visits;
- Exchange of Post-graduate students through internships;
- Joint application and operation of research funding/grants, subject to the terms and conditions of the funding agency; and
- h. Any other such activities as the Parties may mutually agree to.

# 1. MANAGEMENT COMMITTEE

The Parties can appoint representatives to manage and oversee the collaborative activities contemplated under this MOU. The representatives of the Parties can meet as and when necessary to review progress in the implementation of activities related to the areas of collaboration, define new areas and programmes of collaboration as well as discuss matters related to this MOU.

# 2. ARRANGEMENTS AND FUNDING

2.1. To implement the collaborative activities envisaged under this MoU, representatives of the Parties may meet periodically to negotiate and conclude specific Project Agreements and programmes of cooperation, including the terms for their financing, with each other and with other Parties provided that no Party shall have the power to bind the other Party without the other Party's consent in writing in the arrangements with other parties.

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KUVEMPU UNIVERSITY, Jnana Sahyadri, Shankaraghatta-577 451. Shivamogga District Karnataka State, 2.2. The financial arrangements relating to each collaborative activity will be specified in the relevant Project Agreement covering each collaborative activity. The Parties agree that in the absence of any specific provision in the relevant Project Agreement relating to funding arrangements, all expenses, including but not limited to, salary, travel, living and allied costs relating to each collaborative activity shall be borne by the Party that incurs such expenses.

# 3. INTELLECTUAL PROPERTY, INVENTIONS AND INNOVATIONS

- 3.1. The terms with respect to title to and exploitation of intellectual property (including but not limited to trademarks and service marks, copyright, patents, know-how, designs and confidential information on the subject of such intellectual property) will be negotiated on a project-by-project basis and spelt out in the specific Project Agreement and programmes of cooperation referred to in clause 4. Save as aforesaid, nothing in this MoU shall be construed as a license or transfer or as an obligation to enter into any further agreement with respect to any intellectual property currently licensed to or belonging to either of the Parties.
- 3.2. All intellectual property held by a Party prior to entering into this MoU or disclosed or introduced in connection with this MoU and all materials in which such intellectual property is held, disclosed or introduced shall remain the property of the Party introducing or disclosing it.

# 4. PUBLICATION OF ARTICLES

Each Party may, with the written consent of the other Party, (such consent not to be unreasonably withheld) publish the findings of the collaborative activities of the Parties in the form of an article in a journal, newspaper or other magazine, provided that where an application for registration of a trademark, service mark or design, or an application for a patent, will be made, such an article shall not be published for a period of up to ninety (90) days for the said application to be made. A copy of the article to be published shall be provided to the other Party, whose written consent is required hereunder prior to publication of the same for the Party's perusal and written consent.

# 5. REPRESENTATION TO THE PUBLIC AND CONFIDENTIALITY

- 5.1 Neither Party shall use the name or logo of the other Party for any purpose whether in relation to any advertisement or other form of publicity without obtaining the prior written consent of the other Party.
- Notwithstanding the generality of the above, the Parties may notify third parties of the fact that this MoU is in effect.
- 5.3. All information furnished in relation to this MoU by one Party to the other Party which is clearly identified as proprietary or confidential at the time of disclosure, will be kept confidential by the receiving Party and will not be disclosed to any third party otherwise than to carry out the activities under provisions of this MoU, unless agreed in writing between the Parties.

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KUVEMPU UNIVERSITY,
Jnana Sahyadri,
Shankaraghatta-577 451.
Shivamogga District

- 5.4. The Parties agree to restrict access and disclosure of confidential information to such of their employees, agents, vendors, and contractors strictly on a 'need to know' basis, to maintain confidentiality of the information disclosed to them in accordance with the MoU;
- 5.5. Confidential information shall at all times, remain the sole and exclusive property of the disclosing Party. Upon termination of this MoU and/or as requested by the Disclosing Party, confidential information shall be returned to the Disclosing Party or destroyed, if it is found incapable of return. Nothing contained herein shall in any manner impair the rights of the party of the first part and the party of the second part in respect of materials as provided above.
- 5.6. In the event that any of the Parties hereto becomes legally compelled to disclose any confidential information, such Party shall give sufficient notice to other Party to enable the other Party to prevent or minimize to the extent possible, such disclosure. The obligations of this Clause shall be satisfied by handling confidential information with the same degree of care, which the receiving Party applies to its own similar confidential information but in no event less than reasonable care.
- 5.7. The provisions of Clause 5.3 above will not apply to information in the public domain; information in the possession of the receiving Party prior to the disclosure of the information; information which is independently developed by the receiving Party; information required to be disclosed by law; and information which is rightfully received by the receiving Party from third parties without any breach of confidentiality obligations.
- 5.8. Clauses 5.3, 5.4, 5.5, 5.6, 5.7 will survive the expiry or termination of this MoU for two (2) years from the date of expiry or termination of this MoU.

# 6. TERM OF THE MOU

- 6.1. The MoU comes into force from the date on which the Parties have put their signature to it or immediately after the last of the Party signing the MoU, which shall be recognized as the 'effective date of MoU'.
- 6.2. This MoU shall remain in force for a period of Five years from the Effective date, as referred in 7.1 above.
- 6.3. Either Party may terminate this MoU by prior written notice of not less than 03 Months to the other Party of its desire to terminate the MoU.
- 6.4. The Term of the MoU may be extended by mutual agreement of both Parties, in writing.
- 6.5. The termination of this MoU shall not affect the implementation of the projects or programmes established under this MoU or various Project Agreements entered into under this MoU by the Parties prior to such termination.

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Registrar,
KUVEMPU UNIVERSITY,
Jnana Sahyadri,
Shankaraghatta-577 451.
Shivamogga District
Karnataka State.

# AMENDMENTS

This MOU may be amended and supplemented in writing at any time by the mutual consent of the Parties, in writing.

# 8. DISPUTE RESOLUTION

In case of any dispute the Parties shall attempt to resolve the same amicably. In the event of an amicable resolution not found within 30 days of mutual discussion, any of the Parties may refer the same to the arbitration of a sole arbitrator to be mutually appointed by the party of the first part and the party of the second part.

The Arbitration and Conciliation Act, 1996 shall govern the arbitration proceedings. Place of arbitration shall be at the University campus, Jnana Sahyadri, Shankarghatta-577451, Shivamogga District, Karnataka. Language of arbitration shall be English.

# 9. NON-BINDING NATURE OF THIS MOU

Despite the statements and obligations expressed herein and save for Clauses 3, 4, 5 and 6, this MoU is a non-binding expression of the current intentions of the Parties, and neither Party will incur nor be bound to any legal obligations or expense hereunder to the other Party until and unless definitive agreements have been negotiated, approved by the management levels of each Party and executed and delivered by authorised representatives of both Parties. Clauses 3, 4, 5 and 6 shall survive the expiry or termination of this MoU and shall be legally enforceable in accordance with their terms in any court of competent jurisdiction.

## 10. GOVERNING LAW

The Parties agree that legal action, if any, arising from this MoU will be brought in the courts having jurisdiction over the city in which the defending Party has its principal office and shall be subject to the laws of India and the Parties hereby submit to the jurisdiction of those courts.

### 11. FORCE MAJEURE CLAUSE:

Neither party shall be held responsible for non-fulfilment of their respective obligation under this agreement due to the exigency of one or more of the force majeure events such as but not limited to Acts of God, War, flood, Earthquakes, Strikes(s), Lockouts(s), Epidemics, Riots, Civil Commotions, etc., provided on occurrence and cessation of such events, the party affected by these shall give a notice in writing to the other party within one month of such occurrence and cessation. If the majeure conditions continue beyond six months, the parties shall then mutually decide about the future course of action.

### 12. ASSIGNMENT / DELEGATION:

Neither the rights nor the obligation of either party hereunder may be assigned or delegated, in whole or in part, without the prior written consent of the other party. Any such assignment or delegation without the prior written consent of the other party shall be null and void and of no effect.

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KUVEMPU UNIVERSITY, Jnana Sahyadri, Shankaraghatta-577 451. Shiyamogga District

# 13. SEVERABILITY:

Any part or provision of this MoU be held as unenforceable or in conflict with the applicable law or regulations of any jurisdiction, the invalid or unenforceable part or provision shall be replaced with the provision that accomplishes, to the extent possible, the original business purpose or intent of such part or provision in a valid and enforceable manner and remainder of this MoU will remain binding upon the Parties.

# 14. NO AGENCY:

Nothing contained herein is to be construed to constitute a joint venture, partnership or formal business organization of any kind between the parties or so to constitute either party as the agent of the-other.

# 15. INDEMNIFICATION:

Neither party shall be liable to the other party nor its employees, contractors or agents for any loss, claim or demand raised against the other party under this MoU, except to the extent caused by the gross negligence or wilful misconduct of the party committing action of gross negligence or wilful misconduct.

#### 16. MISCELLANEOUS:

- 16.1. This MoU is executed in two counterparts, each of which shall be deemed to be original and retained by each of the Parties but together they shall constitute one and the same MoU.
- All notice and other communications under the MoU shall be given by courier or 16.2. electronic mail or facsimile at the address be notified by each Parties within 30 days of signing of this MoU.

IN WITNESS WHEREOF, the Parties hereto have caused this MOU to be duly executed on the day and year first above mentioned.

PARTY OF THE FIRST PART

(Prof. L.S/Shashidhara)

CENTRE DIRECTOR

Date: 05-10-2024

Place: Shankaraghatta

PARTY OF THE SENCOND PART

A.L. Manjunath)

KUVEMPU UNIVERSITY,

Jnana Sahyadri,

Shankaraghatta-577 451. Shivamogga District

Karnataka State.







# MEMORANDUM OF UNDERSTANDING

Between Athens State University-Athens, Alabama USA Kuvempu University-Karnataka, India and Karnataka State Higher Education Council

### I. GENERAL

### A. Parties

This Memorandum of Understanding is between:

- Athens State University (ATSU), with the address of 300 North Beaty Street, Athens, Alabama 38401 USA.
- Karnataka State Higher Education Council, with the address of No.30, Prasannakumara Block, Y Ramachandra Road, Ghandhinagara, Bengaluru – 560009, India.
- Kuvempu University, with the address of Jnanasahyadri, Shankaraghatta-577-451, Shivamogga Dist., Karnataka, India.

The three institutions shall be referred to collectively as the "Participating Institutional Members" in this Memorandum of Understanding ("MOU").

# B. Purpose of the MOU

- To develop research and academic programs in the areas of Commerce and Management, Social Sciences, Natural Sciences, and Education.
- To develop a cooperative program of international exchange and promote cooperation in faculty/staff research, education, and faculty/staff and student exchange
- To develop, organize and host joint academic symposia, conferences, workshops and meetings.



- To facilitate and to enhance all aspects of noted cooperation between the parties of the MOU, including dual degree and 3 + 2 pathways to complete a graduate degree.
- To establish the formal understanding of the scope of operations between the Participating Institutions and to commit in writing the intent and mutual assent of the Participating Institutions to engage in the following activities, subject to any written amendments or additions as necessary to further the purpose of this MOU.

PROVIDED THAT this MOU shall be carried out subject to the availability of funds of either party and subject to the approval of the Presidents/Heads of the Participating Institutions.

### C. Modes of Collaboration

The Participating Institutions shall endeavor to promote collaboration through a broad range of strategies enhancing women participation in STEAM education, which in the initial stages of this cooperation shall include —

- Having exclusive webinars, workshops & discussion meetings on the physical and virtual platforms for Teaching-Learning protocols.
- Develop joint training programs for teachers across the globe.
- Student exchange of selected students.
- Faculty exchange of selected teachers in several subjects in Commerce and Management, Natural Sciences, Social Sciences, and Education for student learning in applied subjects and languages.
- 5. Faculty exchange of teacher trainers in Pedagogy, Human Resources, etc.
- Develop methods to apply contemporary technology for teacher training, assessment and accreditation.
- Joint English and Indian language (as a foreign language) courses for students and teachers.

### D. Definitions

- For purposes of this MOU, the party sending students or faculty shall be referred to as the "Home Institution."
- For purposes of this MOU, the party receiving students or faculty shall be referred to as the "Host Institution."

### II.TERMS OF THE MOU

### A. Areas of Initial Concentration

Participating Institutions based on a definition of shared institutional priorities for teaching, program development and research agree to implement collaborations of:

- Faculty Exchanges
- 2. Student Exchanges
- Dual Degree Programs (as allowed by governing and accrediting bodies)

- 4. 3 + 2 Pathways from Undergraduate to Graduate degree
- 5. Joint Teacher Training programs
- 6. Lectures and Workshops (Physical and/or Virtual).
- 7. Collaborative research programs

Additional areas of concentration may be added with the mutual consent of the Presidents/Heads of both Participating Institutions.

Subsequent documents are intended to add definition to programs within areas of mutual concentration.

# B. Activities in Support of Collaboration

The Participating Institutions recognize the importance of certain ancillary activities in support of these areas of collaboration. Principal among these shall be, when appropriate:

- The regular exchange of relevant publications and information generated by the parties to the MOU.
- Regular communication concerning the technologies necessary to enable and enhance the substantive areas of collaboration referred to in Section II.

# C. Partnership Exchange

Exchanges of faculty, students and technical specialists generally shall be conducted under the following guidelines:

- The Participating Institutions shall for duration to be determined on a case-by case basis and after mutual agreement invite students and faculty for teaching and/or research visits.
- If and insofar as there are sufficient funds for these specific purposes at the disposal of the Participating Institutions.
- To the extent feasible, "Host Institution" is expected to provide accommodations, meals and in-country transportation for Visiting Faculty, Staff and Program Directors
- The Participating Institutions shall undertake good faith efforts to raise funds from outside sources for the exchange of lecturers and/or researchers, if needed.
- The Participating Institutions shall inform one another regularly about the curricular programs offered by each, and especially about research seminars, colloquia, conferences, and symposia organized by each.
- Each exchange participant to the Host Institution must obtain and submit written proof of medical insurance coverage during the exchange period as required by the Host Institution's governing applicable laws. It is understood that the Host Institution accepts

- no responsibility or liability for providing health care services or health care insurance for visiting, scholars and faculty.
- 7. Exchange faculty shall be responsible for obtaining any necessary documents and otherwise complying with all immigration laws and regulations of the country of the Host Institution. The Host Institution shall cooperate in such efforts but shall not have any responsibility to assure the granting of any documents, permits or approvals.
- 8. Exchange faculty shall follow the policies and procedures of the Host Institution. Any applicable policies and procedures of the Host Institution shall be provided to each exchange faculty member in writing and explained to the individual faculty member prior to arrival at the Host Institution. Exchange faculty shall acknowledge receipt and understanding of those policies and procedures in writing.
- Participation in distance education that allows simultaneous instruction at both institutions and technologically supported delivery of instruction from one institution to the other will be supported to the extent possible by the Participating Institutions.

# III. ADMINISTRATIVE GUIDELINES

## A. Elaboration of this MOU

- It is the intent of the Participating Institutions that general provisions of this MOU be translated into specific programs of activity as expeditiously as financing and other institutional capabilities permit.
- Such programs shall be set forth in implementing memoranda approved in writing by the designated operational officers of both institutions.
- No implementing memorandum shall amend or contradict the provisions of this MOU.
- Nothing in the initial version of this MOU shall be interpreted as constraining the development of future programs not mentioned in this document.
- The parties agree to jointly define the objectives and structure of the academic partnership as including, but not limited to:
  - Targeting focus areas for collaboration, promoting collaboration in the areas identified, and encouraging strategic partnerships between Athens State University and Kuvempu University in the targeted endeavors;
  - Developing an enabling environment for the success of collaborations including facilitating operational teams at both ends for liaison and progress monitoring, hosting periodic knowledge exchange programs;
  - Identifying and facilitating focus areas for collaborative research of mutual interest between the parties;
  - Encouraging the development of curricular programs leading to better employability;
  - Facilitating the exchange of information about Athens State University and Kuvempu University to each institutions students;



- Encouraging faculty and student exchanges for research, sabbaticals, summer camps, study abroad, internships, and related academic activities;
- Enabling professional development training for educators and administrators, including leadership development; and
- Promoting initiatives that improve diversity, inter-cultural awareness, and understanding within the space of higher education.

# B. Responsible Administrative Personnel

The Participating Institutions shall be represented by informal negotiation or renegotiation of this MOU by the presidents/heads of the Participating Institutions or their designated representatives.

The designated operational units of the parties, for the purposes of developing and implementing the terms of this MOU, are:

For Athens State University: Dr. Catherine Wehlburg, Provost catherine.welhburg@athens.edu

For Karnataka State Higher Education Council: Dr.Thandava Gowda, Administrative Officer <a href="mailto:tntgowda@kshec.ac.in">tntgowda@kshec.ac.in</a>

For Kuvempu University: TBD

Either party may change its designated operational officer by written notice from the Participating Institution's President/Head.

### C. Other Provisions

- 1. This MOU is written in the English language.
- Nothing in this MOU shall create binding obligations that may not be over ridden by written agreement in the form of an amendment with the same formality as this MOU.
- Karnataka State Higher Education Council shall participate in planning and reviewing of activities and projects as part of this MOU
- 4. This MOU will expire after the duration of three years from the date of all required signatures, with the ability to renew the MOU for consequent periods enduring for up to five years. The terms of the MOU may be re-examined and the program adjusted, as deemed necessary, based on a mutually agreed to assessment of the program by the appropriate Presidents/Heads of the Participating Institutions in writing.
- 5. This MOU may be terminated by any of the parties to the MOU on prior written notice of 90 days before the end of the respective academic years. Any current participant in the programs established by this MOU shall, however, in any case retain their current status until the end of the academic year in which the termination of the MOU occurs.



By signing this Letter of Intent and Memorandum of Understanding, the signatories will actively support and promote the aforementioned described Higher Education Partnership that serve mutual interests. The partnership shall commence upon signing and can be terminated at will as described above.

Signed:

Morahiadraja

B.P. Veerebhadrappa,

Vice Chancellor-Kuvempu University

Philip Way,

President-Athens State University

Gopalkrishna Joshi,

Executive Director-Karnataka State Higher Education Council



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# **Government of Karnataka**

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# MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (herein after called the MOU) is entered into on this Day of 25.05.2022 between the Kuvempu University represented by its Registrar. Kuvempu University, Shankarghatta-577451, Bhadravathi Taluk, Shimoga District, Karnataka State, India, which expression shall unless repugnant to the context thereof mean and include its successors and assigns (herein after referred to as the party of the First Part) and the Kirloskar Institute of Advanced Management Studies, Harihar,

represented by its Director, which expression shall unless repugnant to the context thereof mean and include its successors and assigns (herein after referred to as the party of the Second Part)

WHEREAS the party of the first part, is a University established under the Karnataka State Universities Act 1976 having its administrative office at Jnanasahyadri, Shankarghatta 577451, Bhadravathi Taluk, Shimoga District, Karnataka, providing quality education in science, humanities, commerce, management, education, and other disciplines with good faculty and necessary infrastructure including advanced laboratories and other facilities and also offers both graduate, postgraduate and doctoral programmes in media and communication discipline.

WHEREAS the party of the second part is established by the Kirloskar Institute of Advanced Management Studies, Yantrapur, Harihar-577601. Registered as a society under the Karnataka society registration act 1960 with registration number SOR/RGN/120/1999-2000 on 18.08.1999 with a view to promote to establish and maintain an educational institution/s residential an otherwise for providing and imparting all kinds, management, technical, scientific, literary, commercial, and other imparting all kinds, management, technical, scientific, literary, commercial, and other general disciplines and other specialised educational and vocational courses and award degrees, diploma and certificates to eligible students as participants irrespective of their cast, c

raed or religion and to spearhead academic excellence in the management of business studies and for ushering professionalism in the area of business rnanagement and the prime objective of the institution is to build global podium for business and to expand its vistas.

Now, therefore, it is hereby agreed between both the parties as follows:

# 1. Objectives.

- To promote and enhance academic interest of management education between the party of the first part and the party of the second part.
- To promote and develop research, research activities, to bring out the patents and to support faculties of the party of the first part and the party of second part in developing their research activities.
- To provide advices for developing and implementing measures for quality in Management education.
- 4. To encourage MBA students of both party of the first part and the party of the second part to come forward to enhance their management skills through quality management education.
- To promote research/continuing education activities between management institutions of the party of the first part and the party of the second part.

# 2. Areas of Collaboration

- 1) The party of the first part and the party of the second part shall provide a Continuing Quality Improvement Programme to improve quality of teaching staff of both the management institutions of the party of the first part and the party of the second part, through short-term/long-term conference/workshops at campuses of the first part and the party of the second part. The party of the first part and the party of the second part shall share their resources mutually under faculty exchange Programme. Academic interactions shall be developed by organizing Special Lecture Programmes at the campuses of both the institutions of the party of the first part and the party of the second part, on topics of relevance to modern Industry.
- 2) The party of the first part and the party of the second part shall organize Workshops/ Conferences /Personality Development Programmes at their campuses for enhancement of skills, and facilitate employment opportunity for students of both the institutions.
- The party of the first part and the party of the second part shall utilize academic infrastructure mutually by their students and faculty members.
- 4) The party of the first part and the party of the second part shall mutually facilitate the trainings for their teachers and PG students.
- 5) The party of the first part and the party of the second part shall Guide each other for enhancement in infrastructural development of both the Institutions after thorough deliberations between the Institutions.

# 3. Proposed Modes of Collaboration

The party of the first part and the party of the second part propose to collaborate through the following:

- Co-operation, promotion of Research, education and training in areas of mutual interest.
- (2) Any other appropriate mode of interaction agreed upon between the party of the first part and the party of the second part.
- (3) A specific plan will be worked out by the party of the first part and the party of the second part depending upon availability of resources. A specific agreement will be entered into for each activity.

# 4. Other Terms and Conditions

- For continuing education to Kirloskar Institute of Advanced Management Studies, teachers and students, the financial arrangements will be made based on mutually agreed terms and conditions.
- 2) The faculty members and students of the party of the first part and the party of the second part shall utilize the library facility and academic infrastructure during their visit to respective institutions subject to its availability and approval of Head of the faculty/department and as per the Institutions norms.

- 3) The party of the first part and the party of the second part agree to help, identify and invite the faculty members and researchers from other institutes to participate in conferences, workshops and short-term courses.
- 4) The party of the first part and the party of the second part shall agree that this MOU may be amended, renewed by mutual agreement at any time.
- 5) Either the party of the first part or the party of the second part shall have the right to terminate this MOU upon 60 days' prior written notice to the party.

# Confidentiality

- (1) The party of the first part and the party of the second part agree to hold in confidence all information/data designated by them as being confidential which is obtained from either of them or created during the performance of the MOU and will not disclose the same to any third party without written consent of the other party.
- (2) The above confidential clause under this MOU excludes the information/data possessed by either of the party before entering into this MOU or independently developed and/or information already available through public domain.

# 6. Duration of MOU

a) This MOU, unless extended by mutual written consent of both the parties shall expire in TWO years after the effective date specified in the opening paragraph. However, on review, the MOU shall be extended for another three years upon mutual consent of both the parties.

### 7. Coordinators

The party of the first part and the party of the second part will designate only those persons who will have responsibilities of coordination and implementation of this agreement.

# 8. Intellectual Property Rights

The intellectual property rights (IPR) that arise as a result of joint research and collaborative activity under the agreement will be worked out on a case basis and will be consistent with officially laid down IPR policies of both the parties.

# 9. Signed in Duplicate

This MOU is executed in duplicate with each copy being an official version and having equal legal validity.

In witness whereof, the parties have designed two original copies of this MOU to be signed by their duly authorised officers or representatives as of the date stated above.

Name and Address of the party of the first part

The Registrar

Kuvempu University Registrar

Kuvempu University

Jnana Sahyadri

Shankaraghatta-577 451 Shimoga (Dist.) .-

Signature with Seal

Witness:

Dean
 Faculty of Commerce
 Kuvempu University

2. The Chairman Dept. of M.B.A Kuvempu University Name and Address of the party of the second part

Director

Kirloskar Institute of Advanced Management Studies, Harihar

Signature with Seal

Witness:

1. Secretary KIAMS Society

Harihar.

A. Khanj

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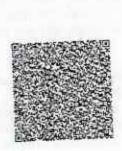
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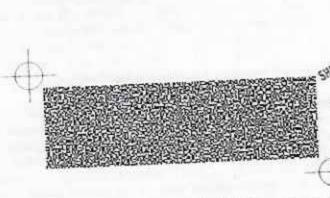
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# MEMORANDUM OF UNDERSTANDING

This Memorandum of understanding (MOU) is made and entered into on this day of MARCH 17, 2022. Between,

The Kuvempu University, Shankaragatta -577541, Shivamogga District, Karnataka state, INDIA represented by its Registrar, (Herein referred to as Party of the first part),

Niranthara Scientific Solutions Private Limited, having its registered office at #74, Hruday Arcade, Doddabele Main Road, Kengeri, Bangalore - 560060, Karnataka, INDIA represented by its CEO & Director Dr. Swetha Sandesh (Herein referred to as Party of the second part.)

Is as below.

- WHEREAS, the party of the first part Kuvempu University is a University having higher educational programs in the area of Arts, Science, Commerce & Business Management.
- WHEREAS the party of the first part, has in all forty five post graduate departments in various disciplines started from time to time right from the inception of the University. The post graduate department of Microbiology was started in 2005 and the department is a
- WHEREAS the party of the second part, is a independent Research, Development and Consulting Entity in the field of agricultural sciences, health sector and life sciences with rich and diverse experience in providing novel and innovative solutions through scientific approach, and in the context party of the first part, and the party of the second part, have decided to come together and work together in furtherance of their research activities and in the context the party of the first part, and the party of the second part, wish to exploit that complementarity and
- Whereas in the context, in consideration of the objects setout hereinabove, and in furtherance of the intention to carryout the objects for which this Memorandum of Understanding is concluded, the parties, reduce their agreed terms by this Memorandum of Understanding by defining the objectives, the extent and the limits of the relationship.

# Objectives

- This MOU will serve as an understanding document, and as a guideline, for mutual benefit and to explore the possibility of collaborative research and development and the application of Agricultural, Health and Life Sciences.
- The party of the first part, and the party of the second part, shall jointly apply for research grants from international funding agencies, respective national agencies, industry and any other reputable sources of funding. The Parties will also develop the specific work plans focusing on priority areas which should contain cooperative actions and/or joint ventures. Each specific work plan should include specifications on its scope, co-ordination and administration, resource allocation, expert and professional exchanges, administrative issues, and any other information deemed necessary for achieving the objectives.
- 5.3. The financial arrangement relating each project agreement and programme of cooperation shall be in accordance with the specific agreement and programme of cooperation covering all areas of each project. The terms with respect to title and exploitation of intellectual property, including trademarks and service marks, copyrights, patent designs and confidential information on the subject of such intellectual property, inventions and innovation will be negotiated on a project-by-project basis on the specific project agreements and programs of cooperation subject to the conditions of the sources of funding, if any, for that specific project
- Resources that include infrastructure, laboratory space and lab equipments shall be shared by the party of the first part and the party of the second part, on mutual understanding
- The employees of the party of the second part, will be permitted to register for M.Phil./PhD/Post-doc programs under Kuvempu University under the party of the first part, in accordance with the Statutes that are applicable for such registration. The Principal Investigator will be from the party of the first part, and Co-Principal Investigator shall be from the party of
- A Single Point Contact, would be assigned to a person from both sides for interactions and for sign-offs.

- 5.7. The party of the second part, will, whenever possible allow internships for the students deputed by the party of the first part, by its Post Graduate Department of Microbiology, provided the student clears the acceptance criteria by the respective scientific personnel in the party of the second part, and the availability of infrastructure resources. A certificate of recognition of industry experience will be provided by the party of the second part, upon successful completion of the assignment by the intern(s).
- 5.8 Any Intellectual property generated from all the projects of the party of the second part, where the students the party of the second part, are taken as interns, would be under the sole ownership of the party of the second part.
- 5.9 The party of the second part, will whenever possible allow, employees of the party of the second part, to utilize the infrastructure resources at the party of the first part.
- 5.10. Any Intellectual property generated from all projects of the party of the first part, where the employee of the party of the second part, are taken as scholars/research, fellows would be under the sole ownership of the party of the first part.
- 5.11. Any Intellectual property generated from the joint research of the party of the first and the party of the second part, it shall be shared by the party of the first part, and the party of the second part, jointly and equally.

# 6. Period of Performance

- 6.1. This Memorandum of Understanding shall commence as on the effective date and remain in force unless terminated by either Party. Either party may terminate this MoU by giving the other party sixty (60) days prior written notice of termination. However in the absence of the termination, the terms of this MOU shall only govern for a period of 5 years, and in case if the parties desired to go on together, they may enter in to a fresh Memorandum of Understanding.
- 6.2. In the circumstance whereby the Memorandum of Understanding is terminated, the Parties shall continue the services or products in support of an existing program or contract for the life of the contract or 12 months subsequent to the termination date, whichever occurs first.

# Confidential Information

- 7.1. Confidential Information shall mean proprietary, confidential information (whether or not patentable or copyrightable), that is not generally known to third parties and that has actual or potential economic value by reason of not being generally known. Each Party's Confidential Information shall be supplied to the other Party in written, photographic, recorded, prototype, sample, or other tangible form and shall be clearly and obviously labeled "Confidential" or "Proprietary." Any Confidential Information which is disclosed in oral form shall be identified as such at the time of disclosure and confirmed in written summary form within thirty (30) days after its disclosure to the other Party. Confidential Information includes, without limitation, non-public know-how, data, processes, formulas, methods, technology, manufacturing techniques, cost and pricing information, sales and marketing information, and information of third parties held by a Party in confidence. Documents and things containing or embodying Confidential Information are Confidential Information. Confidential Information does not include information that:
- 7.2 Was known to the receiving Party, as evidenced by the receiving Party's written records, before receipt from the disclosing Party;
- 7.3. Is disclosed to the receiving Party by a third person who is under no obligation of confidentiality to the disclosing Party hereunder with respect to such information and who otherwise has a right to make such disclosure.
- Is or becomes generally known to the public through no fault of the receiving Party;

- 7.5. Is independently developed by the receiving Party, as established by the receiving Party's contemporaneous written records, without access to or reliance on the other Party's Confidential Information; or
- 7.6. Is required to be disclosed by law, rule or regulation of any court or regulatory authority of competent jurisdiction; provided, that a Party required to disclose the other Party's Confidential information shall notify the other Party as soon as possible and, if requested by the other Party, use reasonable good faith efforts to assist in seeking a protective order (or equivalent protection) with respect to such disclosure or otherwise take reasonable steps to avoid making such disclosure.
- 7.7. The Parties anticipate that, in the course of their relationship in connection with this MoU, they are likely to exchange Confidential Information. Each Party agrees to use the other's Confidential Information only to exercise its rights and perform its duties pursuant to this MoU. Each party agrees not to disclose the other's Confidential Information to third parties without the other's express prior, written consent, except that each may disclose the other's Confidential Information to those of its employees, students, trainees, interns representatives and agents that it reasonably requires to have access to same in order to perform its obligations and/or exercise its rights under this MoU, provided such employees, representatives or agents are bound by obligations of confidentiality comparable to those set forth in this Section.
- 7.8. Each Party agrees to safeguard the other's Confidential Information against unauthorized use and disclosure with means at least as stringent as it employs to safeguard its own confidential information and in no event with less than reasonable means.
- 7.9. The obligations of confidentiality in this Section are in addition to and not in lieu of any confidentiality obligations the Parties may owe each other as a matter of underlying law, and the obligations herein shall survive the termination or expiration of this MoU for so long as the information at issue continues to meet the definition of Confidential Information set forth in this Section, but in no event for a period longer than thirty-six (36) months after the termination or expiration of this MoU.

# Indemnification

The Parties shall indemnify all affiliates, students, trainees, interns, officers, directors, employees, and agents of the other Party harmless from and against any and all liability, damage, loss, cost (including reasonable attorneys' fees) and expenses arising in connection with any third-party claims: (a) of bodily injury, death or property damage relating to the development, manufacture, use, distribution, importation, exportation or sale of, any product or service; b) relating to products liability, such as that any product or service is deemed defective or unsafe; (c) that any product or service, or the manufacture, use, sale, offer for sale or import thereof infringes, whether directly or under the doctrine of equivalents, or otherwise violates the patent or other intellectual property rights of such third party or its licensors; or (d) relating to the Parties' advertising, promotion or sale of any product or service.

# 9. Notices

Any notice to either Party must be in writing, signed by the Party giving it, unless otherwise stated in this MoU. Notices being provided by one Party to the other Party hereunder shall be addressed to the other Party at its address below:

(In the event of notice to the party of the first part it shall be addressed to)

 The Kuvempu University By its Registrar, Shankaraghatta -577 451 Karnataka. India.

Dr. N. B. Thippeswamy Professor. Dept, of P.G. Studies and Research in Microbiology, Kuvempu University, Jnanasahyadri, Shankaraghatta -577 451, Karnataka. India.

(In the event of notice to the party of the second part it shall be addressed to)

- Dr. Swetha Sandesh Chief Executive Officer and Director Niranthara Scientific Solutions Private Limited #74, Hruday Arcade, Doddabele Main Road, Kengeri, Bangalore - 560060, Karnataka, India.
- 2. Mr. Sandesh, K. The Director. Chairman and Managing Director Niranthara Scientific Solutions Private Limited #74, Hruday Arcade, Doddabele Main Road, Kengeri, Bangalore - 560060, Karnataka, India.

Notice given to the other Party shall be deemed effective (1) on the day of hand delivery of such notice, or (2) five business days after such notice has been mailed by regular Indian mail, certified mail return receipt requested or (3) three business days after the notice has been deposited with Indian Postal Service express mail or a private express courier. Either Party may change its notice address upon providing written notice of its change of mailing address to the other Party.

#### 10. Miscellaneous

- This MoU sets forth the entire MoU and understanding of the Parties on the subject matter herein, and it supersedes all prior MoU's and understandings between the Parties with respect to its subject matter if any. No amendment or modification to this MoU shall be effective unless is in writing signed by an authorized representative of each Party,
- 10.2. Assignment. Neither Party may assign its rights or delegate its obligations under this MoU without the express prior written consent of the other Party, except that rights and obligations of this MoU may succeed by operation of law to the surviving entity in a merger or consolidation in which it participates or to a successor of all or substantially all of its stock, provided that such successor is not a competitor of the other Party. Any unauthorized assignment or transfer of this MoU shall be void. Subject to the foregoing, the rights and liabilities of the Parties will bind and insure to the benefit of their respective successors, permitted assigns, insurers and reinsurers.
- 10.3. Relationship: The Parties are independent entities. Nothing contained in this MoU or the Parties' conduct hereunder shall be construed to create a relationship of partners, joint ventures, principal and agent or employer/employee. Neither Party shall have any right, power or authority, express or implied, to bind the other Party.
- Severability: If any provision of this MoU or portion thereof is finally held by a court of competent jurisdiction to be unenforceable, void, invalid, or otherwise contrary to law or equity, the Parties agree that such provision or portion thereof shall be reformed automatically as necessary to cure such defect, or if necessary to delete such provision or portion thereof and that the remainder of this MoU shall continue in full force and effect.

- 10.5. Waiver: The observance of any provision of this MoU may be waived (either generally or any particular instance and either retroactively or prospectively) only in a writing signed by both Parties. The failure of either Party to enforce its rights under this MoU at any time for any period shall not be construed as a waiver of such rights.
- 10.6. Compliance with Law, Each Party agrees that it shall comply with all applicable laws, regulations and ordinances in connection with its conduct of its business associated with this MoU.
- 10.7. Publication: The Parties will consult with each other before issuing any press release, scientific publication or otherwise making any public statement or other disclosure with respect to this MoU. Neither Party will issue any such press release/ publication or make any such public statement or other disclosure prior to receiving written approval from the other Party, whose consent shall not be unreasonably withheld.

IN WITNESS WHEREOF, the Parties have executed this MoU this day of MARCH 17, 2022.

The Registrar,

Shani Shankaraghatta<sub>451</sub>

Shimoga (Dist.)

(The party of the first part)
For Niranthara Scientific Solutions Pvt. Ltd.

Authorised Signatory

Dr. Swetha Sandesh Chief Executive officer Niranthara Scientific

Solutions Pvt. Ltd.

Bangalore

(The party of the second part)

Dr. N. B. Thippeswamy

Professor

Department of Microbiology

Kuvempu University, Shankaraghatta

Mr. Sandesh. K.

Chairman and Managing Director

Niranthara Scientific

Solutions Pvt. Ltd.,

Bangalore

Department of Microbiology Kuvempu University, Jnana Sahyadri Shankarqhatta-577 451.



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REGISTRAR KUVEMPU UNIVERSITY SHANKARAGATTA

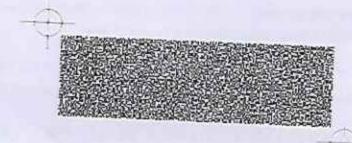
REGISTRAR DAVANGERE UNIVERSITY DAVANGERE

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# MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (hereinafter called as the 'MOU') is entered into on this the TWENTIETH TH OF - SEPTEMBER - Two Thousand and Twenty ONE (20-09-2021), by and between

DAVANGERE UNIVERSITY, SHIVAGANGOTHRI, DAVANGERE- 577007, KARNATAKA., THE FIRST PARTY represented herein by its Registrar (hereinafter referred as 'First Party', the institution which expression, unless excluded by or repugnant to the subject or context shall include its successors – in-office, administrators and assigns).

### AND

KUVEMPU UNIVERSITY THE SECOND PARTY IS PROMOTED BY PROMOTER SHANKARAGHATTA, SHIVAMOGGA, KARNATAKA, THE SECOND PARTY, and represented herein by its Zonal / Divisional Head, Mr. Suhas Rajput, (hereinafter referred to as "Second Party", company which expression, unless excluded by or repugnant 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') as

### WHEREAS:

- A) First Party is a Higher Educational Institution named:
  - (I) DAVANGERE UNIVERSITY
- B) First Party & Second Party believe that collaboration and co-operation between themselves will promote more effective use of each of their resources, and provide each of them with enhanced opportunities.
- C) The Parties intent to cooperate and focus their efforts on cooperation within area of FACULTY EXCHANGE, RESEARCH COLLABORATIONS
  - TRAINING & DEVELOPMENT, SKILL DEVELOPMENT, KNOWLEDGE & TECHNOLOGY SHARING, INTERDISCIPLONARY RESEARCH and CONSULTANCY.
- D) Both Parties, being legal entities in themselves desire to sign this MOU for advancing their mutual interests.
- E) KUVEMPU UNIVERSITY, the Second Party is engaged in higher Education is backed by strong team of Teaching Professionals & Academic Stalwarts to provide the best in class KNOWLEDGE & TECHNOLOGY SHARING AND RESEARCH.
- KUVEMPU UNIVERSITY the Second Party is State Public University Located in Shankaraghatta, Shivamogga District, Karnataka.

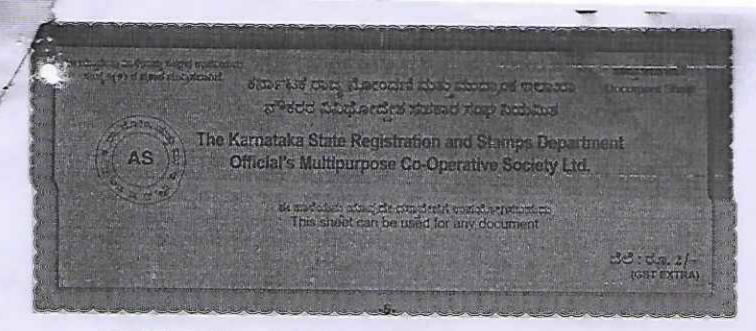
NOW THEREFORE, IN CONSIDERATION OF THE MUTUAL PROMISES SET FORTH IN THIS MOU, THE PARTIES HERE TO AGREE AS FOLLOWS:

# 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 within the Institution and its related wings. 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.
- 1.2 First Party and Second Party co-operation will facilitate effective utilization of the intellectual capabilities of the faculty of First Party providing significant inputs to them in developing suitable teaching / training systems, keeping in mind the competency and strength of the teaching fraternity of the Second Party.
- 1.3 The general terms of co-operation shall be governed by this MOU. The Parties shall cooperate with each other and shall, as promptly as is reasonably practical, enter into all relevant agreements, deeds and documents (the 'Definitive Documents') as may be required to give effect to the actions contemplated in terms of this MOU. The term of Definitive Documents shall be mutually decided between the Parties. Along with the Definitive Documents, this MOU shall represent the entire understanding as to the subject matter hereof and shall supersede any prior understanding between the Parties on the subject matter hereof.

# SCOPE OF THE MoU

- 2.1 The budding graduates from the institutions could play a key role in technological up-gradation, innovation and competitiveness expectations in the working environment after completion of their degrees. Both parties believe that close co-operation between the two would be of major benefit to the student & Teaching community to enhance their skills and knowledge.
- 2.2 Curriculum Design: Second Party will give valuable inputs to the First Party in teaching / training methodology and suitably customize the curriculum so that the students fit into the industrial scenario meaningfully.
- 2.3 Knowledge and Technology Sharing: Knowledge and Technology will give an insight in to the latest developments / requirements of the industries; the Second Party to permit the Faculty and Students of the First Party to visit its group companies and also involve in Training Programs for the First Party. Knowledge and technology exposure provided to students and faculty through this association will build confidence and prepare the students to have a smooth transition from academic to working career. The Second Party will provide its Labs / Workshops / research skills for the hands-on training of the learners enrolled with the First Party.
- 2.4 Research and Development: Both Parties have agreed to carry out the joint research activities in the fields of Commerce, Management, Science, Social Science and Humanities.
- 2.5 Skill Development Programs: Second Party to train the students of First Party on the emerging technologies in order to bridge the skill gap and make them industry ready.
- 2.6 Guest Lectures: Second Party to extend the necessary support to deliver guest lectures to the students of the First Party on the technology trends and in house requirements.
- 2.7 Faculty Development Programs: Second Party to train the Faculties of First Party for imparting training as per the industrial requirement considering the National Occupational Standards in concerned sector, if available.



- 2.8 Both Parties to obtain all internal approvals, consents, permissions, and licenses of whatsoever nature required for offering the Programmes on the terms specified herein.
- 2.9 There is no financial commitment on the part of the DAVANGERE UNIVERSITY the First Party to take up any programme mentioned in the MoU. If there is any financial consideration, it will be dealt separately.

### CLAUSE 3 INTELLECTUAL PROPERTY

3.1 Nothing contained in this MOU shall, by express grant, implication, Estoppel or otherwise, create in either Party any right, title, interest, or license in or to the intellectual property (including but not maited to know-how, inventions, patents, copy rights and designs) of the other Party.

### CLAUSE 4

### VALIDITY

- 4.1 This Agreement will be valid until it is expressly terminated by either Party on mutually agreed terms, during which period KUVEMPU UNIVERSITY, the Second Party, as the case may be, will take effective steps for implementation of this MOU. Any act on the part of KUVEMPU UNIVERSITY, the Second Party after termination of this Agreement by way of communication, correspondence etc., shall not be construed as an extension of this MOU
- 4.2 Both Parties may terminate this MOU upon 30 calendar days' notice in writing. In the event of Termination, both parties have to discharge their obligations

### CLAUS 5

### RELATIONSHIP BETWEEN THE PARTIES

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.

1. HADAMAN

VICE-CHANCELLOR DAVANGERE UNIVERSITY Second Party Vice - Chancelles

Shivagangothri, Davangere 577 002
Any divergence or difference derived from the interpretation or application of the MoU shall be resolved by arbitration between the parties as per the Asbitration 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 Davangere.

### AGREED:

For DAVANGERE, UNIVERSITY

for KUVEMPU UNIVERSITY

Authorized Signatory

DAVANGERE UNIVERSITY

Authorized Signatory Registrar,

KUVEMPU UNIVERSITY,

DISTRIBUTE ON VENTOR	KOAFMED DIMINERALLY	
Shivaganguthri, Davangere 577 002 DAVANGERE UNIVERSITY	KUVEMPU UNIVERSITY Shankaraghatta-577-451 Shivamogga District Karnataka State.	
Davangere University, State Highway 76, Tholahunase, Davangere, Karnataka 577007		
+91-9008666889	9449825221	
E-mails: registrar@davangereuniversity.ac.in	Kung 14@gmail.com	
Web: http://davangereuniversity.ac.in/	will kovempu acin	

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Witness 2:

Witness 4:00 SV

(a, B. E. Kuman)

This Memorandum of Agreement ("MoA" / "

BY AND BETWEEN

NSE Academy Limited, a company incorporated under the provisions of the Companies Act. 2013, having its registered office at Exchange Plaza, Plot C/1, G Block, Bandra Kurla Complex. Bandra (East). Mumbai, Maharashtra - 400051, represented by its authorized signatory 59 Abhilash Misra (horoinafter referred to as "NSE Academy"/ "NAL" / "Company", which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include their subsidiaries, group companies, affiliates, successors and permitted assigns) of the

AND

Kuvempu University located at Vinayaka Nagas, Jnanesahyadri Shankaraghatta, Shimoga District, Karnataka - 577451, represented through its authorized representative the Registrar, (hereinafter referred to as "University") which express on shall unless repugnant to the context or meaning thereof be deemed to include its successors and permitted assigns) of the OTHER

NSE Academy and University shall be individually referred to as "Party" and collectively as the

WHEREAS

- (a) NSE Academy, being a wholly owned subsidiary of National Stock Exchange of India Limited, is inter alia engaged in the business of conducting varied educational initiatives including certification programs, investor seminars, secondary and senior secondary school level programs, development of educational materials on financial markets and promoting financial literacy and skill oriented financial markets programs.
- (b) Kuvempu University an affiliating University established in 1987. It is a State University recognized by UGC under 2(f) and 12(b). The University has been named after great Kannada writer Shri KUVEMPU and has achieved a distinctive academic profile and a cultural identity of its own. Interestingly, the features of its identity seem to have emerged out of the multifaceted personality of Kuvempu, the great doyen of Kannada literature, a Inanaditha awardee and one among the most significant cultural figures of modern India
- (c) Karnataka State Higher Education Council (KSHEC) and NSE Academy entered a MnU dated 12\*\* July 2022 ("Principal MoU"), for conducting a long-term intervention on Financial Education and Investment Awareness for students of universities/colleges under the ambit of the KSHEC ("Purpose").
- (d) The University and NSE Academy desire to partner to develop a strategic relationship to achieve the Purpose which is to foster financial education and investment awareness programme ("Program") among the students/learners of the University ("Students").

Attendification

R

- The Med shall putting the broad terms and conditions between the Academy and the the Mon span successful the objective of spreading financial education and investment awareness.

The Parties desire to record the terms and conditions of the proposed initiative under this Mos. NSE Academy and the University shall be individually referred to "Party" and sollectively as

# THIS MOA WITNESSED AND THE PARTIES HERETO AGREE AS FOLLOWS:

The Parties are desirous of collaborating to:

- 1. Undertake relevant skills upgradation via training program(s) in the financial education and
- 2. empower the youth of Karnataka state with the sound financial knowledge, and financial management skills, through a long-term intervention at the higher education level.
- 3. encourage self-paced learning for acquiring newer and industry relevant skill sets, build fluency on financial management & professional skills through the availability of byte sized micro
- 4. provide apportunities for the faculties and Students to engage in research activities in the area of theres.

### II. GENERAL PROVISIONS

- 1. This MhA provides for general terms and conditions in relation to implementation of the Program,
- 2. The Parties shall coordinate with each other and focus their efforts on co-operation within the area of the identified financial education and investment awar mess across.
- 3. The Parties understand that Principal MoU and this MoA are a parallel strangement and in the event of termination of the Principal MoU, this MoA shall survive unless terminated by Parties in writing.

### III. SCOPE OF THE PROGRAM

1. NSE Academy shall create, design, develop the Content and deliver the Program to: the Students. The Content creation and delivery of the Program shall be conducted by NSE Academy and/or thicugh its trainers/faculty empaneted by NSE Adademy to the purposes of the Program, ("Trainers"). The Parties agree to host or display the Program on the NSS Knowledge Hub ("NKH") and DEE FinTalent ("NFT") idescribed below in Clause 21 or such online/virtual platform or by means of classroom offling training as may he agreed between the Parties in writing. Additionally, NSE Academy, with the subsort of the University will measure



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KUVEMPU UNIVERSITY SHANKARAGHATTA

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# MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (herein after called the MOU) is entered into on this Day of 15-04-201 between the Kuvempu University represented by its Registrar, Prof. S.S.Patil, Kuvempu University, Shankarghatta-577451, Bhadravathi Taluk, Shimoga District, Karnataka State, India, which expression shall unless repugnant to the context thereof mean and include its successors and assigns (herein after referred to as the party of the First Part)

and the Kannada Chalanachitra Academy situated at Kannada Chalanachitra Amruthotsava 1 Bhavana Complex, No.20/ A, Nandini Layout, Bengaluru – 560 096 represented by its Chairman namely Sri. Suneel Puranik which expression shall unless repugnant to the context thereof mean and include its successors and assigns (herein after referred to as the party of the Second Part)

WHEREAS the party of the first part, is a University established under the Karnataka State Universities Act 1976 having its administrative office at Jnanasahyadri, Shankarghatta-577451, Bhadravathi Taluk, Shimoga District, Karnataka, providing quality education in science, humanities, commerce, management, education, and other disciplines with good faculty and necessary infrastructure including advanced laboratories and other facilities and also offers both graduate, posigraduate and doctoral programmes in media and communication discipline.

WHERAS the party of the second part is established by the Government of Karnataka with a view to promote culture of cinema and for ushering professionalism in the Kannada film industry, and to spearhead academic excellence in this most profuse and effective medium. As the Academy intends to better the skills of film making.

WHERAS the party of the second part is established by the Government of Karnataka under the aegis of the Department of Information and Public Relations with a view to promote culture of cinema and for ushering professionalism in the Kannada film industry and the prime objective of the Academy is to build global podium for Kannada cinema and to expand its vistas.

WHERAS the party of the second part intends to better the skills of film making and to influence the film makers to cultivate a habit to produce films that will reach the audience along with socially relevant messages and with the financial assistance from the government it conducts International Film Festival every year at district, state, national and international levels and the Academy also arranges film appreciation courses and workshops on films, to provide assistance for research, to usher in uniformity of film education institutions, to establish film museum and achieves and well stocked and ultra model library.

WHERAS Film Societies under the Academy (BELLI MANDALAS) conduct seminars, dialogues, workshops and conduct film festivals at district level and help in creating awareness among district level film enthusiasts and that another initiative of the Academy is the establishment of BELLI SAKSHI, youth groups comprising mainly of college and school

which intends to create awareness about cinema among youth and that the state is a unique programme of the academy in which eminent film personalities are and engaged in a one-to-one interactive programme with film lovers and that the seedeny also organises Training Camps in film technology and appreciation.

## Now, therefore, it is hereby agreed between both the parties as follows:

## 1. SCOPE AND METHOD OF PROGRESSING THE MOU:

- 1.1 The parties wish to establish a close cooperative relationship, which will be mutually beneficial, in imparting training and placing the students who study graduation / post graduation in the field of film making, film appreciation and film journalism.
- 1.2 There is no financial commitment either from the party of the first part or the party of the second part towards training, and placements of students thus organised.
- 1.3 The party of the second part along with its member organizations will provide hands on experience to the students of the party of the first part, for six weeks during the academic programme.
- 1.4 The party of the second part in cooperation with professional groups related to film making organizations will provide necessary training to the faculty of the party of the first part for teaching film related papers.
- 1.5 The party of the second part will help the party of the first part in organizing special lectures and workshops for the students on topics related to cinema.
- 2. All queries on technical matters and correspondence concerning the training and execution of work involving students / faculty shall be referred to the Registrar, Kuvempu University, Shankaraghatta, Shivamogga 577451. Progress of the training and tasks assigned to students will be monitored by authorities at respective organization and in consultation with the Chairman, Department of Journalism and Mass Communication, Kuvempu University.

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ford ...

### 3. OTHER MATTERS

- This MOU is not intended to constitute, create, give effect to or otherwise contemplate a joint venture, partnership, or formal business entity of any kind and the rights and obligations of the parties shall not be construed as providing for sharing of profits or losses arising out of efforts of either of the parties.
- Each party shall bear its own costs incurred in the performance of MOU. 3.2
- Neither party to this MOU will have any rights or obligations arising from or in 3.3 relation to this MOU in excess of those nor rights and obligations expressly declared herein.
- Each party shall be solely responsible for its own actions or failures to act and for 3.4 its own commitments and undertakings.
- No release shall be made by either party to the news media or the general public 3.5 relating to this MOU and/or the subject matter thereof without prior approval of the other party. The approval shall not be unreasonably withheld. The parties further agree that news releases made by either of them shall recognize the participation and contributions of the other party.
- If there is any matter not covered by this MOU or if there are differences in the 3.6 interpretation of the terms and conditions of this MOU, the parties shall agree to make the best efforts to resolve these matters.
- This document contains the entire agreement between the parties and supersedes 3.7 any previous understanding, commitment or agreement, oral or written with respect to the subject matter thereof. No alteration or amendment to this MOU shall be effective unless in writing and signed by the parties.

Envertient Coeralty

Karnataka Chalana, tutra A Yaraataka Chalana, Eriegaliaanan 27 (20), tananga Di.

In witness whereof, the parties have designed two original copies of this MOU to be signed by their duly authorised officers or representatives as of the date stated above.

For and on behalf of: Kuvempu University, Shivamogga

Signature :

Name: Prof. S S Patil

Title : Registrar Date :

Brightmar .

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For and on behalf of: Karnataka Chalanachitra Academy, Bangalore

Signature:

Name: Mr. Suneel Puranik

Title : Chairman

Date : Same Carrier

Charles and Witnesses nataka Chisanada'az Academy

Name: Dr. Sathish Kumar

Title : Chairman, Dept. of Journalism and

Mass Communication

Date Fary and they every

Jnana Sabyadire S. 451. Shimoga Dic.

Name: Mr. Himantharaju G Title: Registrar, Karnataka

Chalanachitra Academy

Date :

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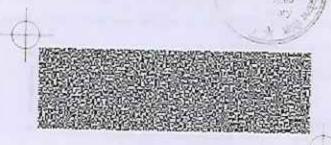
LIVEON BIOLABS PVT LTD TUMAKURU

KUVEMPU UNIVERSITY SHANKARAGHATTA

: 200

(Two Hundred only)





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### MEMORANDUM OF UNDERSTANDING

This Memorandum of understanding made on this day 17/12/2021 at Jnanasahyadri, Shankarghatta, District of Shivamogga.

BETWEEN

The Kuvempu University, Shankaragatta -577541, represented by its Registrar, which expression unless repugnant to the context shall mean and include its successors in office, administrators and assigns, hereinafter referred to as Party of the first part

AND

LIVEON BIOLABS PRIVATE LIMITED, represented by its Authorized signatory Director – BD, represented by Dr. Jagadish Kumar H. R, located KIADB Industrial Area, Tumakuru, Karnataka State, which expression unless repugnant to the context shall mean and include its successors in office, administrators and assigns, hereinafter referred to as Party of the second part.

Whereas the party of the first part, is a University established under the State Universities Act 1976 having its administrative office at Jnanasahyadri, Shankarglatta-577451, Bhadravathi Taluk, Shivamogga District, Karnataka.

Whereas the party of the second part is a reputed National Accreditation Board for Testing & Calibration Laboratories (NABL) and Association for Assessment and Accreditation of Laboratory Animal Care (AAALAC) accredited Pre-clinical Research Organization registered with CPCSEA, Ministry of Environment, Forest and climate change, Government of INDIA and whereas the laboratory has been approved by the Central Drugs Standard Control Organization (CDCSCO), Ministry of Health and Family Welfare, Government of India, with ISO certification, having in-house R and D recognized by the DSIR, Ministry of Science and Technology Department, Government of India.

Therefore this memorandum of understanding are entered in to between the party of the first part and the party of the second part to promote co-operation between the parties for formal collaborations and to undertake research activities.

# NOW THEREFORE THIS MEMORANDUM OF UNDERSTANDING WITNESSETH AND IT IS HEREBY AGREED BYAND BETWEEN THE PARTIES HERETO AS FOLLOWS: L. SCOPE AND AREAS OF CO-OPERATION:

1.1 This MoU sets forth the intentions of the Parties for increased collaboration, co-operation, and interaction between themselves and does not create any legally binding commitments. Whenever the Parties agree to undertake specific joint Projects with legally binding operations, they will develop separate written agreement for such Projects setting out each Party's roles, responsibilities, funding, contribution, deliverables, and budgets.

1.2 The Parties intend to co-operate in the following areas:

Dissemination of Academic information

Conducting joint workshop/seminar on topics of mutual interest

Collaborative research work and projects

Research Review, consultancy, Mentoring and Guidance

### 2. SHARING OF THE FACILITIES

- 2.1 Both the parties have agreed to provide access to each other at their existing facilities including laboratories and other facilities available at both the institutes for pursuing collaborative research initiatives. Both Parties agree that, for usage of the laboratory space and instruments, prior request should be made by the party intending to use the other Party's facilities indicating the type of work and the duration of the work.
- 2.2 The party of the second part can also be considered as Recognized Research center for Kuvempu University and Students can use facilities with the nominal charges.

### 3. PUBLICATIONS AND PATENTS

- 3.1 The terms with respect to title to and exploitation of intellectual property including Trade and Service marks, copyrights, patents, designs and confidential information on the subject for such intellectual property, patents design and confidential information on the subject of such intellectual property, inventions and innovations will be negotiated on a project-by-project basis in the specific, research project agreements and broadly governed by the IPR policy of both the parties hereto.
- 3.2 Information relating to the research results and scientific material (reports, articles, books) will be exchanged freely keeping in mind the mutually agreed provisions on intellectual property ownership.
- 3.3 For the purpose of this agreement the term "intellectual property" shall mean any and all works and property including but not limited to all intellectual property ideas, inventions, concepts, products, improvement innovations, discoveries, development methods, formulae, techniques software knowhow and writings made, conceived and reduced to practice.
- 3.4 Due credit on authorship will be given to the personnel from Liveon Biolabs Pvt. Ltd and KU in publications arising from joint research projects.
- 3.5 There will be a Co-ordinating committee consisting of the faculty from KUVEMPU UNIVERSITY and a representative of Liveon BioLabs Private Limited and if necessary, two additional members from each party will be inducted to the committee and they will be responsible for the effective implementation of the MoU.
- 3.6 If any charges or expenses are to be paid by either party for the facilities provided by the other party, these will be decided by the Co-ordinating committee by signing Rentals and Service Agreement which also may be modified from time to time by mutual agreement in writing.

### 4. DISCLOSURE

- 4.1 The party of the first part and the party of the second part on their respective websites and in business communications may make a mention of this RESEARCH PARTNERSHIP AND COLLABORATION. Any such communications will have to be reviewed by the Co-ordination Committee and forwarded to both parties' authorized representatives for prior approval before such communications are issued.
- 4.2 The party of the first part and the party of the second part are authorized to display the other Party name and logo on the party name and logo in their signboards as a collaborator at the entrance or other suitable location.

#### 5. SECRECY

It is hereby agreed that the party of the first part and the party of the second part shall keep the information and the data collected under this agreement a complete secret.

### 6. DURATION

The MoU is valid for a period of 36 months / three years from the date of signing unless either party gives, Three Months' written notice of termination. The MoU may be extended further on mutually agreed terms and conditions.

# 7. TERMS OF UNDERSTANDING AND TERMINATION

7.1 This MoU will remain in force from the date of signature by both parties and shall continue in effect until either of the parties expresses, in writing, to the other, a desire to terminate. Such termination shall have no effect on any outstanding obligations contractually agreed upon between the parties in an Activity Agreement. Any Amendment to the MoU will require the written approval of both Parties.

7.2 Two signed originals of this MoU will be produced with one to reside with each Party.

In witness whereof, the parties here to caused this Memorandum of Understanding to be executed as of the day, month, and the year indicated below:

For

KUVEMPU UNIVERSITY, SHIVAMOGGA

The Registrar Kuvempu University

Starting part of 1494

Witness:

1. The Chairman

Department of Microbiology

Kuvempu University

Perpetrop of of Access artegy Accessor following from Security Second agreed 547,451 For

LIVEON BIOLABS PRIVATE LIMITED TUMAKURU

Dr. Jagadish Kumar-H R

Director-BD

Witness:

1. Mr. Ravi Rajshekar

Senior Manager-Animal facility/BD

2. Roof. N.B. The ppeswamy N.B.

Dept. of PG Studies and Research in Microbiology Jnanasahyadri, 2.



### INDIA NON JUDICIAL

## Government of Karnataka

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Description of Document

Article 12 Bond

Description

MOU

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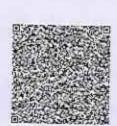
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Memorandum of Understanding between Kuvempu University, Jnana Sahyadri, Shankargatta.

and

University of Agricultural and Horticultural Sciences, Shivamogga

This Memorandum of Understanding made on this 12<sup>th</sup> day of January, 2021 at Jnanasahyadri, Shankarghatta, District of Shivamogga.

to

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#### BETWEEN

M/s Kuvempu University, represented by its Registrar, which expression unless repugnant to the context shall mean and include its successors in office, administrators and assigns, hereinafter referred to as "FIRST PARTY".

AND

M/s University of University of Agricultural and Horticultural Sciences (UAHS), Shivamogga, represented by its Authorized signatory by Sri. M. Dinesh Kumar, Registrar (Designation), located at Shivamogga which expression unless repugnant to the context shall mean and include its successors in office, administrators and assigns, hereinafter referred to as Party of the Second Party.

Whereas the party of the first part and the party of the second part, having discussed fields of common research interest and allied activities between the two institutions, have decided to enter into long-term collaboration for promotion of research and education regarding students' training and quality postgraduate research in cutting edge areas.

Whereas the party of the First part, is a Universities Established in the year 1987 under the State Universities Act 1976 having its administrative office at Jnana Sahyadri, Shankarghatta - 577 451, Bhadravathi Taluk, Shivamogga District, Karnataka.

Whereas the party of the first part is a University with a distinctive academic profile, blending in itself commitment to rural ethos and a modern sprit; It has 50 Post-Graduate departments of studies in the faculties of Arts, Science, Commerce, Education and Law. The University has 92 affiliated colleges under its jurisdiction locating in 2 districts of Shivamogga nd Chikmaglaur; It also has 03 constituent colleges and 02 Post-Graduate centre locating in Kadur and Chikmagalur.

Whereas the academic life at the campus is vibrant and exciting with seminars, symposia, special lectures and workshops throughout the year. Both the conventional and non-conventional courses of study have updated syllabi responsive to the needs of the contemporary society and the research orientations are innovative, original and directed to societal needs. The main campus is in the lap of a lush, picturesque locale providing the right ambience for University education. Indeed, the Kuvempu University is a place one would love to be associated with. Jnana Sahyadri, the main campus of Kuvempu University is located at Shankaraghatta at a distance of 28 kms. from Shimoga city, and 18 kms. from Bhadravathi, the well known industrial town. The campus is only 2 kms., from the magnificent Bhadra Reservoir across the river Bhadra, one of the important life lines of the

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area. The main buildings of the University have been constructed on a small hillock, thus blending naturally with the landscape. The campus sprawls over an area of 230 acres. The entire campus area is free from any form of pollution including noise pollution. There is no exaggeration in saying that the undisturbed and pleasing atmosphere on the campus makes it ideally suited for the pursuit of higher education.

Whereas the party of the second part is an integrated university in the state of Karnataka having both Agricultural, Horticultural and Forestry Sciences under its purview. It was established in 2012 covering under its purview seven districts of Karnataka, viz., Shivamogga, Chikkamagalur, Udupi, Dakshina Kannada, Kodagu, Davanagere and Chitradurga located in four agro-climatic zones of Central Dry, Southern Transitional, Hill and Coastal.

Whereas the objectives of the party of the second part are to: 1) Imparting education towards development of quality human resource in different branches of agriculture, horticulture and forestry; 2) furthering the advancement of learning and conducting research in agriculture, horticulture, forestry and other allied sciences; 3) undertaking the extension education of such science and technologies, specially for the benefit of farmers and rural people of the State and 4) promoting partnership and linkages with national and international educational cum research institutions and industries.

Whereas the party of the second part has stated its Vision as, "To make the University a centre of excellence in Academics, Research and Development and Extension Management in the fields of agricultural and horticultural sciences" and its Mission as, "To build the University as a premier institution to provide best professional education towards development of quality human resource in different areas, R&D solutions addressing key issues confronting the sector growth and achieve excellence with quality outputs in frontier areas of agriculture, horticulture, forestry and allied sciences, professional consultancy, contract services in public and private domains at national and international levels".

Whereas the party of the second part has four degree colleges, one each in Agricultural and Forestry and two in Horticultural colleges running Under Graduation and Post Graduation programme in various Departments (13) of Agriculture, Horticulture and Forestry and two in Diploma Colleges, apart from 12 Agricultural and Horticultural Research Stations including four Zonal Agricultural and Horticultural Research Stations.

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Whereas there are 13 AICRP schemes on castor, paddy, chickpea, onion, garlic, groundnut, agro forestry, maize, oil palm, nematode, palm and Integrated Farming System and palm operating in the University of the party of the second part.

Whereas the party of the second part has four Krishi Vigyana Kendras and two Extension Education Units involved in demonstration and dissemination of Agricultural and Horticultural Technologies to cater the needs of the farming community.

WHEREAS the party of the second part is involved in the studies on Agriculture, Horticulture and Forestry and allied Sciences including Agricultural Engineering.

Whereas the party of the first part and the party of the second part recognise that they share some common goals and desirous to establish, a cooperative arrangement towards strengthening research and extension in the area of common interest by sharing infrastructure and expertise; evolving joint strategies for research fund generation and ultimately reaching the farming community to increase the quality of the produce.

Whereas the party of the first part and the party of the second part are desirous to associate in all related areas as may be agreed upon for furtherance of knowledge, exchange of information, apt technical and management skill for future economic development in farm sector and work towards effective academic R&D partnership and foster basic and applied research in the area of common interest.

And whereas it has been considered expedient to agree in writing to participate jointly in the projects requiring expertise and logistics from both the parties.

# 1. NOW THEREFORE THIS MEMORANDUM OF TH UNDERSTANDING WITNESSETH AND ITS IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERE TO AS FOLLOWS:

- 1.1 The party of the first part and the party of the second part agree to cooperate for ensuring relevant and quality research in the area of mutual interest.
- 1.2 The party of the first part and the party of the second part acknowledge and declare the Identification and development of joint research proposals for seeking funding from various National and International funding agencies such as ICAR, DBT, BRNS, EEC, Indo-Denmark, Indo-German etc.
- 1.3 The party of the first part and the party of the second part acknowledge and declare the joint cooperation between them to establish infrastructure at both universities and share the new and already existing infrastructural facilities.

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- 1.4 The party of the first part and the party of the second part acknowledge and declare the exchange of faculty, research scholars, scientists and students in each others' academic programmes and provide local hospitality for them at respective universities.
- 1.5 The party of the first part and the party of the second part acknowledge and declare the parties may establish a "Joint Working Group" to manage and execute the cooperative activities mentioned in this Memorandum of Understanding.
- 1.6 The party of the first part and the party of the second part acknowledge and declare the parties will endeavour to ensure that the working group is composed of the representatives of the two institutions, organisations and academic community related to the field of interest.
- 1.7 The party of the first part and the party of the second part acknowledge and declare that the each party will nominate appropriate personnel to discuss and promote detailed cooperation activities for the implementation of this Memorandum of Understanding and further acknowledge and declare that whenever it is necessary and as mutually agreed, the parties may hold working meetings that one party shall notify the other party of any modification in writing in case of change in the assigned personnel.
- 1.8 The party of the first part and the party of the second part undertake to identify the thrust areas in the field of Microbiology, Biotechnology, Botany and other disciplines and prepare collaborative project proposals for funding from various National and International funding agencies.
- 1.9 The party of the first part and the party of the second part undertake to organizing National and International Conferences/Symposium jointly.
- 1.10 The party of the first part and the party of the second part undertake to prepare and apply for funding to conduct workshops for students/faculties/industries jointly.
- 1.11 The party of the first part and the party of the second part undertake for Extension-Training of trainees, extension staff and joint publication of technical manuals/bulletins/leaflets.
- 1.12 The party of the first part and the party of the second part undertake to conduct research work like identifying emerging plant diseases, Generation of molecular database, bar-coding and diagnostic tools for plant pathogens of important seed crops, developing novel control strategies including need-based seed treatment, chemical, biological, resistant source deployment, resistance gene pyramiding, RNAi and transgenic approaches, Identification of mycotoxin problems, level of contamination,

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management, Biological control strategies - Isolation of native isolates of PGPR and other bio control agents, characterization, mass production, formulation.

1.13 In no event shall either party be liable for any indirect, incidental, special, consequential damages, including, but not limited to loss of profits, revenue, data or use, incurred by the other party in connection with, arising out of or under this agreement save for any such loss suffered resulting from any wilful and negligent act or omission of either of the parties.

- 1.14 Neither this MoU, nor any activities described herein shall be construed as creating a partnership, joint venture, agency or other such relationship. Both the parties and nothing agreement represents a non exclusive relationship between the parties and nothing contained herein shall preclude either party form participating/initiating similar relationship with third parties.
- 1.15 Neither party shall issue any press release, public announcement or other such disclosure concerning this agreement without other party's prior consent as to such release or announcement.
- 1.16 This MoU may not be amended without the prior written consent of both the parties.
- 1.17 This MoU shall commence from the date of its signing and shall continue for a period of three years from the date thereof and be automatically renewed for successive periods of three years, unless either party notifies in writing to the other party of its intention to terminate this MoU ninety days in advance.
- 1.18 This MoU is not a legally binding contract and under no circumstances does this MoU subject either of the parties to liability for breach of contract or any other liability under national or international law or any other applicable law.
- 1.19 The parties hereby agree that they are not bound exclusively by this MoU and shall be at liberty to enter into any separate agreements or arrangements with any third party without reference to the other party.
- 1.20 Any activity and /or any action taken either jointly or individually by the parties to the agreement shall not evoke any financial obligation on the part of the Kuvempu University.
- 1.21 Any change in the terms of this MoU may be made with mutual consent of both the parties and with due approval of the appropriate bodies of both the University.
- 1.22 In the event of any dispute or differences between the parties, hereto such disputes or differences shall be resolved amicably on the basis of mutual discussions by the signatories or their designated nominees.

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### 2. Intellectual property rights

IPR titles or ownership of any product, proprietary information or technology tools, processes, utilities and methodology for any deliverables, new ideas, inventions, innovations or development conceived, developed or made jointly by the party of the first part and the party of the second part through this MoU shall remain the property of both the party of the first and the party of the second part.

- 3. Termination: Either party can cancel or terminate this MoU unilaterally by giving an advance notice of 90 days to the other.
- 4. Two signed original, of this MoU will be produced with one to reside with each Party.

In witness whereof, the parties hereto caused this Memorandum of Understanding to be executed as on the 12th day of January, in the year 2021 herein before mentioned.

For Kuvempu University, Jnanasahyadri, Shankaragatta

Name: DVOf. S. postil Designation: Registrar

Tel. No.

Date:

Kuvempu tiniversity

Signature with Seal Shankerenhalta-577-151

Shirnopa (Dirt.)

Witness

Faculty of Science & Technologe

Kuvempu University

oment.

NEGATA DATE OF TABLE

Shipping ( Mate

For University of Agricultural and Horticultural Sciences, Shivamogga

Name: M. Dinesh Kumar Designation: Registrar Tel. No. 94808 38958

Date:

DECK OF Signature with Seal

Witness

Dean PGS

WAHS, Shivamogga.

or traditions Tel (1211) 1947 19





### Government of Karnataka

### e-Stamp

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Certificate Issued Date : 30-Dec-2020 11:08 AM

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Purchased by : REGISTRAR KUVEMPU UNIVERSITY JNANASAHYADRI SKG

Description of Document : Article 12 Bond

Description : MOU

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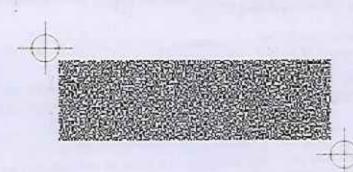
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MEMORANDUM OF UNDERSTANDING

This Memorandum of understanding made on this day of the July Junipasakyadri, Shankarghatta, District of Shivamogga. BETWEEN

M/s Kuvempu University, represented by its Registrar, which expression unless repregnant to the context shall mean and include its successors in office, administrators and assigns, hereinafter referred to as Party of the first part

M/s University of Agricultural Sciences, Raichur, represented by Registrar, which expression unless repugnant to the context shall mean and include its successors in office, administrators and assigns, herein after referred to as Party of the second part.

Kovempo University

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REGISTRAR UAS, RAICHUR

The Extra state of the Contracts around the winter of the Assertance of the Assertan

WHEREAS the party of the first part, is a University established under the State Universities Act 1976 having its administrative office at Jnanasahyadri, Shankarghatta-577451, Bhadravathi Taluk, Shimoga District, Karnataka

WHEREAS the party of the first part is involved in the studies on dietary proteins, lectins and immune modulator plant extract for insect control.

WHEREAS the party of the first part focus on research relevant to Biochemical characterization of pharmaceutically important dietary proteins through cellular disintegration for potential use as immune stimulatory agents, from food sources and medicinal plants to study immune regulation and the research group also involve in formulation of functional foods and identification of anti-allergic and anti inflammatory synthetic and phyto constituents for studies related to immune modulation

WHEREAS the party of the second part is University of agricultural Sciences, Raichur established by the Government of Karnataka vide Act No. 10/2010 and involved in teaching, research and extension in the field of Agriculture.

WHEREAS the party of the second part is involved in research in the area of Agriculture, Essential oils, Sea weed extracts and Micro algae as a protein and fertilization to plants and characterization of targeted molecules for plant protection and disease control and also focuses on the molecular characterization of proteins in various models in the field of health and Agriculture, neutral canticles, growth regulation, life span and aging in model systems.

WHEREAS the party of the first part and the party of the second part, having discussed fields of common research interests and allied activities between the two institutions, have decided to enter into long-term collaboration for promotion of research, M.Se/ PhD in accordance with the provisions contained in the Guidelines issued vide Letter No. 2-8/2012- HRD dated 11th December, 2012 or as revised from time to time.

WHEREAS it has been considered expedient to agree in writing to participate jointly in the projects requiring expertise and logistics from both the parties.

NOW THEREFORE THIS MEMORANDUM OF UNDERSTANDING WITNESSETH AND IT IS HEREBY AGREED BYAND BETWEEN THE PARTIES HERETO AS FOLLOWS:

Article 1: Scope

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- 1.1 The party of the second part will recognize the party of the first part as a University for conducting research related to the thesis requirement of the research students for M.Sc. /Ph.D. The party of the second part will recognize Faculty of the party of the first part as recommended by its Administration in accordance with the University rules and regulations for guiding students working for the said degree.
- 1.2 The operational details of research effort and collaboration will be made in common research programs and/or projects restricted\_to specific mandated domain within the approved disciplines/divisions and the objective(s) for research work for a student coming from the party of second part outside SSC should be exclusively different as far as possible.
- 1.3 The Research instrumentation facility and library facilities available with the party of the first part and the party of the second part will be made available to the faculty and research scholars. However, the costs of specific consumables will be borne by the respective organizations.

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REGISTRAR UAS, RAICHUR

be a exchange of students for academic, research and training purposes. odstion in the Hostel shall be arranged, wherever possible, as per extant rates. The of exchange visits will be determined by mutual consent between both the parties.

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## Article 2: Management

2.1 The Vice-Chancellor/Head of the institution of the party of the first part and the Vice-Chancellor/Head of the Institution of the party of the second part will be responsible to work out operational details of co-operation between the two organizations and ensure proper and effective implementation of this MOU.

2.2 The Advisory Committee will meet at least once in a year alternatively in the institutions of the party of the first part and the party of the second part to review the activities. This meeting shall include presentation on the academic and research activities, which should be

# Article 3: Exchange of Information

3.1 The term "information" includes scientific or technical data, results and/or methods of investigation, and other information intended to be provided, exchanged, or arising under project descriptions entered into pursuant to this MoU.

3.2 The parties support the widest possible dissemination of information. Each party in joint projects shall be given the right to use, disclose, publish or disseminate such information for

## Article 4. General Provisions

4.1 It is understood that the party of the first part and the party of the second part subscribe to the principle of equal opportunity and do not discriminate on the basis of race, sex, age, caste or religion. Both the Institutions shall at e by these principles in the administration of this agreement and neither party shall impose criteria for exchange of scholars or students,

4.2 Both the parties understand that all financial agreements will have to be negotiated separately

4.3 Both the parties acknowledge that exchange of students from one party to the other shall be subject to the availability of funds and shall comply with the regulations and policies of the party of the first part and the party of the second part .

4.4 Any research publications arising will be jointly published in accordance with the provisions laid out in Item 3.2 of the Guidelines for the students to conduct research for their degree program as trainees at ICAR institutions as notified vide Letter No. 2-8/2012-HRD dated 11th December, 2012 or revised guidelines, if any, as may be issued from time to time.

4.5 A copy of the thesis/dissertation will be submitted to the party of the first part after the

4.6 All questions related to this MoU arising during its term will be settled by the parties by mutual agreement. Disagreements at the operating level shall be forwarded to respective higher officials for appropriate resolution failing which an arbitrator of mutual acceptance may be identified for the settlement of dispute, if any such decision of the arbitrator shall be final and binding upon both the parties.

4.7 All the questions which have not been foreseen while entering into this MOU by both the parties will be handled by the parties by mutual agreement.

4.8 In case of natural calamity like fire, earthquake, floods etc., neither party to the agreement is

Kuvempu University Jeana Sahyadri

4.9 Nothing in this MoU is intended to affect other cooperation or collaborations between

### Article 5: Intellectual Property Rights

5.1 The party of the second part will be expected to ensure protection of the Intellectual Property Rights generated or likely to be generated during the student's research work. The ICAR as the first applicant (for its institute) and the party of the second part shall be the joint applicants for IPRs and the students and the scientific staff involved shall be included as the inventor/breeder/author. The 'ICAR' Guidelines for Intellectual Property Management and Technology Transfer/Commercialization' as amended from time to time shall be the reference for exploitation of the generated intellectual property, whose management and benefits sharing shall be mutually decided in each case.

### Article 6: Admission and Fees

6.1 All those who wish to register as research scholars for Master/Doctoral program under this MoU must apply for admission at the party of the first part . The allocation of Major Guide/Advisor would be finalized before the registration and will be governed by the provisions laid out by the party of the first part.

6.2 Admission of the students and the award of degrees for different programs will be the

responsibility of the party of the first part as per the rules and regulations.

6.3 Allotment of the students at the party of the first part will be done by the approval of Director of the party of the first part and Vice-Chancellor/Head of the Institution of the party of the first part.

6.4 The party of the first part would have the right to screen the student's eligibility for admission based on their academic period.

6.5 The PME Cell of the party of the first part in consultation with the representative of the party of the second part shall decide the location and sharing quantum of research work.

- 6.6 The number of student(s) at any particular time will be subjected to the availability of research facilities and scientists' time to guide thesis research at the institutions of both the
- 6.7 Any student(s) admitted to the party of the first part for training/postgraduate research, if found violating the rules and regulations laid down by the party of the first part or indulge in such activities that amount to tarnishing the image of the Institute, or cause damage to the property, the registration of such student(s) would be summarily terminated. The party of the second part will not complete the formalities of issuing the certificates to such students until they compensate the losses to the party of the first part.

6.8 Fees will be charged from the students by the party of the first part as per the guidelines laid down to conduct research progre is for the students or the guidelines as may be issued from time to time. No fee may be charged by the party of the first part from the students registered with the party of the second part.

# Article 7: Date of commencement, modification and termination

7.1. This MoU shall become effective on the date it is signed by the parties and shall be valid for three years extendable up to five years. Both parties shall review the status of the MoU at the end of each three/five-year period to determine any modification, whenever necessary. The period of validity of this MoU may be extended by mutual consent up to five years. This MoU may be amended by mutual written agreement and may be terminated at any time by either party upon written notification signed by the competent authority of the party

initiating termination. Such notification must be given to the other party at least six months in advance from the effective date of termination.

7.2 All joint activities not completed at the expiration or termination of the MoU may be continued until their completion under the terms of this MoU.

7.3 No amendment or modification of the MoU shall be valid unless the same is made in writing by both the parties or their authorized representatives and specifically stating the same to be amendment of the MoU. The modifications/changes shall become part of the MoU and shall be effective from the date on which they are made / executed, unless otherwise agreed to.

This MoU has been executed in two original sets, one of which has been retained by the party of the first part and the other by the party of the second part.

IN WITNESS WHEREOF, the parties have executed this MoU and represent that they approve, accept and agree to the terms contained herein.

Name and Address of the party of the first part

Name and Address of the party of the second

The Registrar

The Registrar UAS, Raichur

Kuvempu University

Registrar >

University of Agricultural Sciences RAICHUR-584 104.

Signature with Seal Juana Sahyadre Sonnkeraghatta-577 451

Shomoga (Dist.)

Signature with Seal

Witness:

1. The Chairman Dept. of Broch

Kuvempar Briverydes & Research in Biochemistry

Kuvempu University, Jnana Sahyadri Shankaraghatta-577 451, Shivamogga Dist. Karnataka State

Prof. Rajeshwara Achte en D

Dept. of Biochemistry Ravempa University Shankaraghatta 572 451

Shivarougas, Barnoteka, INDIA.

Witness:

Dean (PG Studies) University of Agricultural Sciences

RAICHUR.



Govt. of Karnataka, State Public University
Jnanasahyadri Campus, Shankaraghatta-577451, Shivamogga District, Karnataka

# Supporting Documents pertaining to the following Metric:

3.7.1: Number of functional MoU/linkages with institutions/ industries in India and abroad for internship, on-the-job training, project work, student / faculty exchange and collaborative research during the last five years.









### MEMORANDUM OF UNDERSTANDING

Between Athens State University-Athens, Alabama USA Kuvempu University-Karnataka, India and Karnataka State Higher Education Council

### I. GENERAL

#### A. Parties

This Memorandum of Understanding is between:

- Athens State University (ATSU), with the address of 300 North Beaty Street, Athens, Alabama 38401 USA.
- Karnataka State Higher Education Council, with the address of No.30, Prasannakumara Block, Y Ramachandra Road, Ghandhinagara, Bengaluru – 560009, India.
- Kuvempu University, with the address of Jnanasahyadri, Shankaraghatta-577-451, Shivamogga Dist., Karnataka, India.

The three institutions shall be referred to collectively as the "Participating Institutional Members" in this Memorandum of Understanding ("MOU").

### B. Purpose of the MOU

- To develop research and academic programs in the areas of Commerce and Management, Social Sciences, Natural Sciences, and Education.
- To develop a cooperative program of international exchange and promote cooperation in faculty/staff research, education, and faculty/staff and student exchange
- To develop, organize and host joint academic symposia, conferences, workshops and meetings.



- 4. To facilitate and to enhance all aspects of noted cooperation between the parties of the MOU, including dual degree and 3 + 2 pathways to complete a graduate degree.
- 5. To establish the formal understanding of the scope of operations between the Participating Institutions and to commit in writing the intent and mutual assent of the Participating Institutions to engage in the following activities, subject to any written amendments or additions as necessary to further the purpose of this MOU.

PROVIDED THAT this MOU shall be carried out subject to the availability of funds of either party and subject to the approval of the Presidents/Heads of the Participating Institutions.

### C. Modes of Collaboration

The Participating Institutions shall endeavor to promote collaboration through a broad range of strategies enhancing women participation in STEAM education, which in the initial stages of this cooperation shall include –

- Having exclusive webinars, workshops & discussion meetings on the physical and virtual platforms for Teaching-Learning protocols.
- Develop joint training programs for teachers across the globe.
- Student exchange of selected students.
- Faculty exchange of selected teachers in several subjects in Commerce and Management, Natural Sciences, Social Sciences, and Education for student learning in applied subjects and languages.
- 5. Faculty exchange of teacher trainers in Pedagogy, Human Resources, etc.
- Develop methods to apply contemporary technology for teacher training, assessment and accreditation.
- Joint English and Indian language (as a foreign language) courses for students and teachers.

### D. Definitions

- For purposes of this MOU, the party sending students or faculty shall be referred to as the "Home Institution."
- For purposes of this MOU, the party receiving students or faculty shall be referred to as the "Host Institution."

### II.TERMS OF THE MOU

### A. Areas of Initial Concentration

Participating Institutions based on a definition of shared institutional priorities for teaching, program development and research agree to implement collaborations of:

- Faculty Exchanges
- Student Exchanges
- Dual Degree Programs (as allowed by governing and accrediting bodies)

- 4. 3 + 2 Pathways from Undergraduate to Graduate degree
- Joint Teacher Training programs
- 6. Lectures and Workshops (Physical and/or Virtual).
- 7. Collaborative research programs

Additional areas of concentration may be added with the mutual consent of the Presidents/Heads of both Participating Institutions.

Subsequent documents are intended to add definition to programs within areas of mutual concentration.

### B. Activities in Support of Collaboration

The Participating Institutions recognize the importance of certain ancillary activities in support of these areas of collaboration. Principal among these shall be, when appropriate:

- The regular exchange of relevant publications and information generated by the parties to the MOU.
- Regular communication concerning the technologies necessary to enable and enhance the substantive areas of collaboration referred to in Section II.

### C. Partnership Exchange

Exchanges of faculty, students and technical specialists generally shall be conducted under the following guidelines:

- The Participating Institutions shall for duration to be determined on a case-by case basis and after mutual agreement invite students and faculty for teaching and/or research visits.
- If and insofar as there are sufficient funds for these specific purposes at the disposal of the Participating Institutions.
- To the extent feasible, "Host Institution" is expected to provide accommodations, meals and in-country transportation for Visiting Faculty, Staff and Program Directors
- The Participating Institutions shall undertake good faith efforts to raise funds from outside sources for the exchange of lecturers and/or researchers, if needed.
- The Participating Institutions shall inform one another regularly about the curricular programs offered by each, and especially about research seminars, colloquia, conferences, and symposia organized by each.
- Each exchange participant to the Host Institution must obtain and submit written proof
  of medical insurance coverage during the exchange period as required by the Host
  Institution's governing applicable laws. It is understood that the Host Institution accepts

- no responsibility or liability for providing health care services or health care insurance for visiting, scholars and faculty.
- 7. Exchange faculty shall be responsible for obtaining any necessary documents and otherwise complying with all immigration laws and regulations of the country of the Host Institution. The Host Institution shall cooperate in such efforts but shall not have any responsibility to assure the granting of any documents, permits or approvals.
- 8. Exchange faculty shall follow the policies and procedures of the Host Institution. Any applicable policies and procedures of the Host Institution shall be provided to each exchange faculty member in writing and explained to the individual faculty member prior to arrival at the Host Institution. Exchange faculty shall acknowledge receipt and understanding of those policies and procedures in writing.
- Participation in distance education that allows simultaneous instruction at both institutions and technologically supported delivery of instruction from one institution to the other will be supported to the extent possible by the Participating Institutions.

### III. ADMINISTRATIVE GUIDELINES

### A. Elaboration of this MOU

- It is the intent of the Participating Institutions that general provisions of this MOU be translated into specific programs of activity as expeditiously as financing and other institutional capabilities permit.
- Such programs shall be set forth in implementing memoranda approved in writing by the designated operational officers of both institutions.
- 3. No implementing memorandum shall amend or contradict the provisions of this MOU.
- Nothing in the initial version of this MOU shall be interpreted as constraining the development of future programs not mentioned in this document.
- The parties agree to jointly define the objectives and structure of the academic partnership as including, but not limited to:
  - Targeting focus areas for collaboration, promoting collaboration in the areas identified, and encouraging strategic partnerships between Athens State University and Kuvempu University in the targeted endeavors;
  - Developing an enabling environment for the success of collaborations including facilitating operational teams at both ends for liaison and progress monitoring, hosting periodic knowledge exchange programs;
  - Identifying and facilitating focus areas for collaborative research of mutual interest between the parties;
  - Encouraging the development of curricular programs leading to better employability;
  - Facilitating the exchange of information about Athens State University and Kuvempu University to each institutions students;

- Encouraging faculty and student exchanges for research, sabbaticals, summer camps, study abroad, internships, and related academic activities;
- Enabling professional development training for educators and administrators, including leadership development; and
- Promoting initiatives that improve diversity, inter-cultural awareness, and understanding within the space of higher education.

### B. Responsible Administrative Personnel

The Participating Institutions shall be represented by informal negotiation or renegotiation of this MOU by the presidents/heads of the Participating Institutions or their designated representatives.

The designated operational units of the parties, for the purposes of developing and implementing the terms of this MOU, are:

For Athens State University: Dr. Catherine Wehlburg, Provost catherine.welhburg@athens.edu

For Karnataka State Higher Education Council: Dr.Thandava Gowda, Administrative Officer <a href="mailto:tntgowda@kshec.ac.in">tntgowda@kshec.ac.in</a>

For Kuvempu University: TBD

Either party may change its designated operational officer by written notice from the Participating Institution's President/Head.

### C. Other Provisions

- This MOU is written in the English language.
- Nothing in this MOU shall create binding obligations that may not be over ridden by written agreement in the form of an amendment with the same formality as this MOU.
- Karnataka State Higher Education Council shall participate in planning and reviewing of activities and projects as part of this MOU
- 4. This MOU will expire after the duration of three years from the date of all required signatures, with the ability to renew the MOU for consequent periods enduring for up to five years. The terms of the MOU may be re-examined and the program adjusted, as deemed necessary, based on a mutually agreed to assessment of the program by the appropriate Presidents/Heads of the Participating Institutions in writing.
- 5. This MOU may be terminated by any of the parties to the MOU on prior written notice of 90 days before the end of the respective academic years. Any current participant in the programs established by this MOU shall, however, in any case retain their current status until the end of the academic year in which the termination of the MOU occurs.



By signing this Letter of Intent and Memorandum of Understanding, the signatories will actively support and promote the aforementioned described Higher Education Partnership that serve mutual interests. The partnership shall commence upon signing and can be terminated at will as described above.

Signed:

Aprocerationadrage

B.P. Veerebhadrappa,

Vice Chancellor-Kuvempu University

Philip Way,

President-Athens State University

Gopalkrishna Joshi,

Executive Director-Karnataka State Higher Education Council

Proceedings of the 3<sup>rd</sup> Quarterly Joint Faculty symposium on teaching and learning held on 9<sup>th</sup> September 2022 in association with VSKU and Athens State University, Athens, Georgia, USA.

3<sup>rd</sup>Quarterly Joint Faculty symposium on teaching and learning was held on 9<sup>th</sup> September 2022 in association with Vijayanagar Shri Krishnadevaraya University, Bellary and Athens State University, Athens, Georgia, USA.

This time Kuvempu University was assigned to present on the theme teaching and learning. The session was hosted by **Dr. Santosh Kumar**, Deputy Registrar, Academic Section, Kuvempu University.

As per the direction of Hon'ble vice chancellor **Prof. B.P. Veerabhadrappa**, three professors were nominated to present at the said event by the vice chancellor's office as listed below.

- Dr. Riaz Mahmood, Professor, Department of Biotechnology and Dean Faculty of Science.
   Kuvempu University
- 2. Dr. H. N. Ramesh, Professor, Department of Business Administration, Kuvempu University
- 3. Dr. Jagannath Dange, Professor, Department of Education. Kuvempu University

Dr. Santosh Kumar started the session at 6.54 PM and welcomed all the delegates from participating institutions. Several staff delegates from VSKU, Bellary, 68 participants from Kuvempu university and 14 delegates from Athens state university were present totaling to 97 participants.

Dr. Riaz Mahmood presented on Ethno- Medicinal Culture of Malnad Region.

The session started at 7.00 PM ended by 7.25 PM. The presentation highlighted the university ambience, westernghat region and its endemic plants. Special emphasis was given to the traditional ethnobotanical knowledge of tribal people about different plant specie with their medicinal use. The presentation was appreciated by the participants.

As previously decided, a faculty from Kuvempu University was needed to present about the celebration of special occasion and special recipe in between First and Second session.

Dr. Santosh Kumar H. S. presented about the celebration and significance of **Ganesh Chaturthi** and special traditional recipe of **Modaka**. The session was held between 7.28 PM - 7.45 PM.

Mr. Gary Velcana from Athens State University presented on various festivals and occasions celebrated in USA and their importance also for 10 mins. Both sessions were well appreciated.

Dr. H. N. Ramesh presented on Experiential Learning and Learning Tool in Higher Education Classes.

Dr. Ramesh's session was on pedagogical method of experiential learning, a method of cooperative learning. His presentation was between 8.00 to 8.22 PM. The presentation was well acclaimed.

Dr. Jagannath Dange presented on Cooperative Learning.

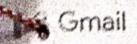
With his excellent oratory skills, Dr. Jagannath Dange delivered an impressive talk on his topic which was appreciated by all.

Dr. Siddappa from VSKU university presented a video showcasing the rich cultural heritage and diversity.

Dr. Kim LaFavor gave the concluding remarks appreciating the informative sessions and it was decided to share the presentation materials with the interested participants. It was decided to arrange Fourth Quarterly joint faculty symposium to be hosted by VSKU in November.

Dr. Santosh Kumar thanked all the delegates from participating institutions and proposed vote of thanks. Session ended by 9 PM.

> Deputy Registrar Academic Section Kuvempu University Shimoga Diet. Shankaraghatta-577 451.



# Follow Up: Scheduling Upcoming Quarterly Joint Faculty Symposiums for the Remainder

Kim LaFevor < Kim LaFevor@athens.edu>

Mon, Apr 11, 2022 at 11:35 PM

To Catherine Wehlburg <Catherine Wehlburg@athens.edu>, Gopalkrishna Joshi <ghjoshi@kshec.ac.in>, "tntgowda@kshec.ac.in Thandava Gowda T.N <tntgowda@kshec.ac.in>, "tntgowda@gmail.com" <tntgowda@gmail.com>, Gurrum Dinesh

\*gurrundinesh@vskub.ac.in>, "drshrishailc@gmail.com" <Intgowda@gmail.com>, Gritchinoshailc@gmail.com>, ViceChecodic Kuvernou University (Archinishailc@gmail.com) Chancellor Kuvempu University <vckuvempu@gmail.com>, "Part Registrar Kuvempu University" <kureg14@gmail.com>

Greetings, All,

I hope everyone had a great weekend! It was wondertukto see everyone at our 1st Quarter Joint Faculty Symposium on Best Practices in Student Engagement this past Friday. I think overall it was a great success, but we also learned some better ways to manage the technology and programming. There is always a learning curve and opportunity for continuous improvement.

I will be sending out soon a debrief email with the collective and collaborative ideas shared by faculty during the session.

We previously exchanged emails regarding setting up the upcoming remaining three quarterly faculty symposiums for Quarter 2, Quarter 3, and Quarter 4 well in advance so we all could proactively plan for these the remainder of the year. We were waiting until Friday's session was over so we could look to future sessions.

I have set up a Doodle Poll to ask for each of your input for desired dates for each of these upcoming sessions so we can schedule a time that works best for all. I only need one response from each institution. I am sharing below the links that will navigate you to the choices for each respective quarterly faculty symposium, Quarter 2 (June 2022), Quarter 3 (September 2022), and Quarter 4 (November 2022), respectively. Please indicate ALL dates that will work for you so I can try to match dates between all of us for the selected best date. I will communicate the final selected date when I have all responses back from each institution; Athens State, KSHEC, VSKU, and Kuvempu University.

As previously discussed, we will plan on rotating each institution providing the faculty topic presentation at each quarterly symposium. Perhaps VSKU can host the 2nd Quarter Joint Faculty Symposium and Kuvempu University can host the 3rd Quarter Joint Faculty Symposium and Athens State will host the 4th Quarter Joint Faculty Symposium with faculty presenters/topics. If we want to swap these around, that is fine also. Just let me know. I think it would be good to decide on this now so we all have plenty of time to plan ahead accordingly.

Moreons State can set up the Zoom links for all quarterly sessions, if amenable, unless the site hosting would prefer to also host

Vice-Chancellor's Personal Section

Let me know if you have any questions and Again, please make sure to respond to each of the Doodle Polls as each quarterly session date options are offered

accordingly.

Please participate in the 2nd Quarter Joint Faculty Symposium Doodle Poll:

https://doodle.com/meeting/participate/id/e5yQ2pqe

Please participate in the 3rd Quarter Joint Faculty Symposium Doodle Poll:

https://doodle.com/meeting/participate/id/bDk1yGya

Please participate in the 4th Quarter Joint Faculty Symposium Doodle Poll:

https://doodle.com/meeting/participate/id/aQWnok7d

Kind Regards,

Kim



# Dr. Kim LaFevor, DBA, SPHR, SHRM-SCP, IPMA-SCP, NDC-CDP

Senior Executive to the President for Strategy & Innovation

Athens State University 300 N. Beaty Street | Athens, AL 35611 Office: 256-216-5359 Kim.LaFevor@athens.edu

ATHENS.EDU

## OTHER ROLES & ASSOCIATIONS:

Labor Employment Relations Association (LERA) Fellow Board of Directors & Advanced Manufacturing Chair — National Cyber Security Summit Foundation Board of Directors — Tennessee Employment Relations Research Association National SHRM Advocacy Team State Director, College Relations - Alabama SHRM Board of Directors Foundation Chair — Tennessee Valley SHRM Board of Directors Legislative Affairs Officer - Shoals SHRM

# Regarding 1st Faculty Professional Development Webinar

16 MAR 2022

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Respected Sir,

## Greetings from Kuvempu University!!!!!!

We are happy to accept your terms and conditions regarding the development of academic programmes, research programmes and hosting of joint academic symposium and promoting cooperation in Faculty/staff and student exchange.

We are glad to participate identified Faculty and Research Scholars in the proposed webinar. It is convenient for us on 8th April 2022 regarding "Webinar on Online Teaching Pedagogy and/or Teaching Best Practices".

### With Regards,

Registrar, Kuvempu University, Jnana Sahyadri, Shankaragatta-577451 Shimoga Dist, Karnataka.

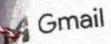




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Vice-Chancellor Kuvempu University <vckuvempu@gmail.com>

# Request to Reschedule Virtual MOU Signing Ceremony

kim LaFevor <Kim.LaFevor@athens.edu>

Mon, Jan 24, 2022 at 7:28 AM 

Greetings Honorable Vice-Chancellor Veerebhadrappa,

I hope this note finds you well. I know that we are all wanting to get the MOU Virtual Signing Ceremony rescheduled. I have a few dates that we would like to share that are available and to see if any of these will work with your institutions schedule.

We are looking forward to scheduling our virtual MOU signing and getting our academic partnership in place. Collectively, our students from both Kuvempu University and Athens State University will benefit greatly from this relationship.

I have worked with President Way's administrative assistant and have the following dates that are available for an 8:00pm IST (India)/8:30am CST (USA) Virtual Signing event. I appreciate your help in confirming the selected dates with them based on what will work for all constituencies:

February 7th February 8th February 21st February 22nd

We would also like to have confirmed by that time what we will share with our audiences how we will begin to deploy our academic partnership in terms of initiatives, programs and timing. It will be great to get our parents, students and communities excited about this partnership and the wonderful possibilities.

We are looking forward to confirming this date to conduct our virtual signing ceremony.

Kind Regards,

Kim

Dr. Kim LaFevor, DBA, SPHR, SHRM-SCP, IPMA-SCP, NDC-CDP

Senior Executive to the President for Strategy & innovation

Athens State University 300 N. Beaty Street | Athens, AL 35511 Office: 255-216-5359 Kim.LaFevor@athens.edu

OTHER ROLES & ASSOCIATIONS:

Labor Employment Relations Association (LERA) Fellow

Labor Employment Relations Association (LERA) Fellow

Board of Directors A Advanced Manufacturing Chair — National Cyber Security Summit Foundation

Board of Directors — Tennessee Employment Relations Research Association

National SHRM Advocacy Team

National SHRM Advocacy Team

State Director, College Relations — Alabama SHRM Board of Directors

State Director, College Relations

Foundation Chair — Tennessee Valley SHRM Board of Directors

Legislative Affairs Officer — Shoals SHRM

Registrar's

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# Preparatory Virtual Meeting 7th or 8th February Virtual Celebration and Formal Signing- February 21st or 22nd, 2022 Memorandum of Understanding

between

## Athens State University (U.S.A.) and Kuvempu University (India)

Time	Topic	Kuvempu University Distinguished Dignitary	Athens State University Distinguished Dignitary
08:30am CT/7:00pm IST	Hosts Welcome	Prof. Thaygaraj C.M. Registrar (Evaluation) Kuvempu University Shankraghatta.	Dr. Catherine Welhburg, Provost and Vice President of Academic Affairs- Athens State University
08:35am CT/ 7:05pm IST	Welcome/Opening Remarks	Prof. Gopalkrishna Joshi – Executive Director, Karnataka State Higher Education Council	Dr. James E. Purcell, State Higher Education Executive Officer (SHEEO) of the Alabama Commission on Higher Education Note: Dr. Wehlburg confirming

7:15pm IST	Academic Partnership	S	Deputy Director of Academic Affairs-Alabama Commission on Higher Education Note: Dr. Wehlburg confirming
08:55am CT/ 7:25pm IST	Remarks on Global Initiatives & Outreach		Mr. Arthur Orr, Senator-Alabama State Senate
9:05 am CT/ 7:35am IST	Introduction of University Presidents & Exchange and Signing of MOU (Note: each University will have MOU to sign, sign at this time, then present signed copy to other University President)		Dr. Kim LaFevor, Senior Executive to the President for Strategy & Innovation- Athens State University
9:15am CT/ 7:45am IST	Presidential Address	Prof. B.P. Veerebhadrappa, Vice Chancellor-Kuvempu University	Dr. Philip Way- President, Athens State University
9:30amCT/ 8:00 pm IST	Concluding Remarks		Mr. Macke Mauldin, Athens State University Board Chair, President-Bank Independent Note: Dr. Way confirming  Mr. Jim America- Athens State University Board of Trustees, Chair-Academic Affairs/Executive , Mazda-Toyota
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Adjourn			The second desired and the second desired and the second desired and the second desired desired and the second desired desired and the second desired