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MEMORANDUM OF UNDERSTANDING (MoU)

BETWEEN

G. E. SOCIETY'S J. S. S. ARTS, SCIENCE AND COMMERCE COLLEGE, GOKAK 591307



AND

K. L. E. SOCIETY'S BASAVAPRABHU KORE ARTS, SCIENCE AND COMMERCE COLLEGE, CHIKODI 591201



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Government of Karnataka

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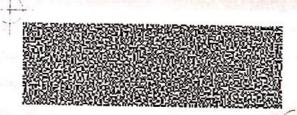
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THIS MEMORANDUM OF UNDERSTANDING (MoU) is executed at Gokak on this 22nd October, 2021 by and between G. E. Society's J. S. S. Arts, Science and Commerce College, Gokak, aided undergraduate College, declared by the Government of India Under 12(f) and 12(B) of UGC Act, 1959, having its registered office at Gokak, India and represented by its Principal Dr. Ashalata S. Teradal, hereinafter referred to as 'JSSGKK' (which expression shall, where the context so admits, mean and include its successors, representatives and permitted

assigns) of the One Part; and K. L. E. Society's Basavaprabhu Kore Arts, Science and Commerce College, Chikodi, aided undergraduate College, declared by the Government of India under 2(f) and 12(B) of UGC Act, 1959 and also recognized as College of Potential for Excellence by UGC in 2015, having its registered office at Chikodi, India and represented by its Principal Prof. Udaysing R. Rajput, hereinafter referred to as 'BKCCKD' (which expression shall, where the context so admits, mean and include its successors, representatives and permitted assigns) of the Other Part (hereinafter collectively referred to as "the parties" and individually as "the party") WITNESSETH AS FOLLOWS:

WHEREAS, 'JSSGKK' being a pioneer educational institution, which is affiliated to the Rani Channamma University, Belagavi. It is a multi-faculty Institute with nearly two thousand students, running undergraduate programs in Arts, Science, Commerce and Management along with five Postgraduate programs. The college has well equipped science laboratories, library, computer laboratory and gymnasium. JSSGKK being actively involved in research and development activities. Alumni of JSSGKK have occupied key positions in all the fields.

AND WHEREAS, 'BKCCKD' one of the most reputed colleges of Karnataka with the state of the art infrastructure. It is affiliated to Rani Channamma University, Belagavi. BKCCKD focus on soft skills and all round personality development of the students. It has many facilities like hostels for boys and girls, bank in the Campus, canteen and many more for the students who are our primary stakeholders. The renewed play ground, newly constructed indoor stadium and swimming pool have enriched the scope for all round development of students' personality. It has a lush green campus and eco-friendly campus which has created natural ambience for blossoming of innovative ideas.

AND WHEREAS both the Institutions work with objectives to enhance quality of teaching and learning process, research and extension of services to the society at large and whereas both JSSGKK and BKCCKD are convinced about the mutual benefit for forging formal linkage to develop collaborative teaching and research programmes in the areas of their core competence with special focus on physico-chemical properties of newly explored nanomaterials and their applications.

NOW, therefore, in consideration of the premises and mutual covenants hereinafter contained, the parties hereto agree as follows:

1.0. Objectives of collaboration

- 1.1. To collaborate and co-operate with each other in order to improve the quality of teaching, training and research activities.
- 1.2. To provide for exchange of students and other researchers of one Institution with the other Institution
- 1.3. To provide opportunities for both faculty members and students to use the expertise and facilities available in both Institutes through training of students / staff and through exchange of thoughts by brain storming sessions / seminars / workshops and conferences.
- 1.4. To share research infrastructure and expertise available at both the Institutes under mutually agreed frameworks.
- 1.5. To jointly publish research papers in reputed National and International Journals.
- 1.6. To work jointly for the common research interest at National and International level.

2.0. Areas of collaboration

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The institutes herein have, after considering their objectives and strengths to work together and collaborate in the common areas of interest.

2.1.0. Twinning academic programmes

2.1.1. To facilitate to run programmes in a twinning mode by exchanging faculties and students between JSSGKK and BKCCKD.

2.2.0. Joint study programmes

2.2.1. JSSGKK and BKCCKD may submit joint research proposals to National and International funding agencies in the areas of scientific research. For this purpose, roles and responsibilities of participating faculty members will be finalized on mutual discussion between the parties hereto in advance and confirmed by exchange of communications.

2.2.2. The procedural aspects of collaboration including financial obligations of each of the parties hereto shall be finalized on mutual discussion in respect of each specific project under this MOU and a separate agreement containing specifications and conditions therefore will be executed between the parties hereto.

2.3.0. Joint study programmes

- 2.3.1. Research Students (Ph.D. Scholars) working at JSSGKK will be allowed to carry out a part of their research work (if required) at a selected Department in BKCCKD, viceversa depending upon receific requirements.
- 2.3.2. Mobility of Professors / Faculty of JSSGKK and BKCCKD and vice-versa for Ph.D. will be encouraged.
- 2.3.3. Besides Ph.D. programme, arrangement of joint study programme may also be considered at Post-grackante level including credit sharing, subject to conditions as may be framed time by statutory bodies.

3.0. Confidentiality

- 3.1. Both parties hereunder regree that any information disclosed by one party to the other while carrying out conaborative activities under this MoU shall be maintained as required in the relevant statutory regulations and to those persons in the recipient party's organization on's 'need to know' basis only.
- 3.2. All such proprietary confidential information will be kept in confidence and the party receiving the confidential information agrees not to disclose to any other person or persons outside the organization or any unauthorized person or persons except to the organization authorized by either of the parties hereunder on 'need to know' basis for the execution of the collaborative work.

4.0. Intellectual property right (IPR) protection

4.1. IPR generated during the activities under the MoU shall be shared jointly. The extent of ownership shall be decided mutually depending upon the relative level of intellectual inputs made by the parties.

- 4.2. The expenditure incurred and to be incurred for the maintenance of IPR shall be borne by each party equally or in proportion to the extent of ownership as may be decided by authorized authorities of JSSGKK and BKCCKD mutually.
- 4.3. Both parties shall not file any application for seeking IPR / patent in its own name or in the name of its associates or any other person(s) on any matter relating to the information developed under this MoU. However, they can seek intellectual property rights on joint names of the parties as may be mutually agreed, on case to case basis.
- 4.4. The above principles will apply to all the activities of IPR such as patenting, technology transfer and commercialization of invention developed out of the activities covered under this MoU.

5.0. Publication

- 5.1. Publications, if any, in respect of the activities covered under this MoU shall be in the names of involved personnel from both parties. In all publications (research papers, review papers, reports, etc.) it will be dully acknowledged that the work has been carried out by JSSGKK and BKCCKD under this MoU between the parties.
- 5.2. All ethical guidelines of research publication existent at both the Institutions will be followed strictly.

6.0. Financial Commitment

6.1. This MoU, being a co-operative and collaborative understanding for academic excellence and enhancement of quality of research activities, shall not create any legal and / or financial commitment whatsoever on either of the parties hereto, except as may be provided in activity-specific agreement(s) that may be entered into subsequently.

7.0. Implementaion and monitoring

7.1. The steering Committee will monitor the progress of collaborative activities under the MoU on a yearly basis and compliance of the terms and conditions specified therefor and furnish a progress report to the top Management of of each Institution once in a year.

8.0. Term and Termination

- 8.1. This MoU will be in force for a period of five years from the date of singing of the same and thereafter may be renewed for further period of five years subject to such other terms and conditions as may be mutually agreed upon.
- 8.2. Notwithstanding sub-clause 7.1., this MoU may be terminated by either party by issuing a two months notice in writing to the other party prior to the desired termination date. However, both parties agree that all continuing obligations to students, staff, fundung bodies or ther entities are met in full subsequent to the notice of termination.

9.0. Notices

9.1. All notices and other communications required to be served under the terms of this MoU, shallbe considered t be duly sereved, if the same is delivered at or posted by registered mail addressed to the Principal, JSSGKK 591307 and delivered at or posted by registered mail addressed to BKCCKD 591201.

10.0. Force Majeure

10.1. Any of the parties hereto shall not be released from its obligations for any reason except for force majeure such war, strike, fire, act of God or ther causes beyond the control of the parties.

11.0. Miscellaneous

- 11.1. No modification to this MoU shall be binding unless it is made in writing and signed by both parties.
- 11.2. If any provision of this MoU is held by any Court or other competent authority to be illegal, void or unenforceable in whole or in part, this MoU shall continue to be valid in respect of the other provisions thereof.
- 11.3. Nothing in this MoU shall constitute, or be construed, a party as the partner, agent. employee or reprentative of the other party. Either of the parties hereto must not act independently of the other Party and does not have the right or power to commit the other Party on any matter or incur any obligation on behalf of the other party without prior written approaval of the other Party.

MEMORANDUM OF UNDERSTANDING (MoU)

BETWEEN

K. L. E. SOCIETY'S BASAVAPRABHU KORE ARTS, SCIENCE AND COMMERCE

COLLEGE, CHIKODI - 591201

AND

GOVERNMENT FIRST GRADE COLLEGE, CHIKODI - 591201 THIS MEMORANDUM OF UNDERSTANDING (MoU) is executed at Chikodi on 1st January, 2022 by and between K. L. E. Society's Basavaprabhu Kore Arts, Science and Commerce College, Chikodi, hereinafter referred to as 'BKCCKD', aided undergraduate College, declared by the Government of India under 2(f) and 12(B) of UGC Act, 1959 and also recognized as College of Potential for Excellence by UGC in 2015, having its registered office at Chikodi, Karnataka and represented by its Principal, Prof. Udaysing R. Rajput, (which expression shall, where the context so admits, mean and include its successors, representatives and permitted assigns) of the One Part; Government First Grade College, Chikodi – Karnataka, hereinafter referred to as 'GFGCCKD', represented by its Principal Shri R. P. Kage (which expression shall, where the context so admits, mean and include its successors, representatives and permitted assigns) of the Other Part (hereinafter collectively referred to as "the parties" and individually as "the party") WITNESSETH AS FOLLOWS:

WHEREAS, 'BKCCKD' is the Higher Education Institution with the state of the art infrastructure. It is affiliated to Rani Channamma University, Belagavi. BKCCKD focus on all round personality development of the students. It has many facilities like hostels for boys and girls, bank in the Campus, canteen and many more for the students who are our primary stakeholders. The renewed play ground, newly constructed indoor stadium and swimming pool have enriched the scope for all round development of students' personality. It has a lush green campus and eco-friendly campus which has created natural ambience for blossoming of innovative ideas.

AND WHEREAS, 'GFGCCKD' being a Higher Educational Institution, which is affiliated to the Rani Channamma University, Belagavi. It is a multi-faculty Institute running undergraduate programs in Arts, Science and Commerce. The college has well equipped science laboratories, library and computer laboratory.

AND WHEREAS both the Institutions work with objectives to enhance quality of teaching and learning process, research and extension of services to the society at large and whereas both BKCCKD and GFGCCKD are convinced about the mutual benefit for forging formal linkage to develop collaborative teaching in the areas of their core competence.

NOW, therefore, in consideration of the premises and mutual covenants hereinafter contained, the parties hereto agree as follows:

1. Scope and Objectives of collaboration

- 1.1. To collaborate and co-operate with each other in order to improve the quality of teaching, training and skill development activities.
- 1.2. To provide for exchange of faculty and students of one Institution with the other institution.
- 1.3. To organize jointly functions in the benefit of the institutions.
- 1.4. To provide opportunities for both faculty members and students to use the expertise and facilities available in both Institutes through training of students / staff and through exchange of thoughts by brain storming sessions / special lectures / seminars / workshops and conferences.

2. Confidentiality

- 2.1 Both parties hereunder agree that any information disclosed by one party to the other while carrying out collaborative activities under this MoU shall be maintained as required in the relevant statutory regulations and to those persons in the recipient party's organization on a 'need to know' basis only.
- 2.2 All such proprietary confidential information will be kept in confidence and the party receiving the confidential information agrees not to disclose to any other person or persons outside the organization or any unauthorized person or persons except to the organization authorized by either of the parties hereunder on 'need to know' basis for the execution of the collaborative work.

3. Intellectual property rights (IPR) protection

- 3.1 IPR generated during the activities under the MoU shall be shared jointly. The extent of ownership shall be decided mutually depending upon the relative level of intellectual inputs made by the parties.
- 3.2 The expenditure incurred and to be incurred for the maintenance of IPR shall be borne by each party equally or in proportion to the extent of ownership as may be decided by authorized authorities of BKCCKD and GFGCCKD mutually.
- 3.3 Both parties shall not file any application for seeking IPR / patent in its own name or in the name of its associates or any other person(s) on any matter relating to the information developed under this MoU. However, they can seek intellectual property rights on joint names of the parties as may be mutually agreed, on case to case basis.

4. Financial Commitment

This MoU, being a co-operative and collaborative understanding for academic excellence and enhancement of quality of research activities, shall not create any legal and / or financial commitment whatsoever on either of the parties hereto, except as may be provided in activity-specific agreement(s) that may be entered into subsequently.

5. Implementaion and monitoring

The steering Committee will monitor the progress of collaborative activities under the MoU on a half yearly basis and compliance of the terms and conditions specified therefor and furnish a progress report to the top Management of of each Institution once in a year.

6. Term and Termination

- 6.1 This MoU will be in force for a period of five years from the date of singing of the same and thereafter may be renewed for further period of five years subject to such other terms and conditions as may be mutually agreed upon.
- 6.2 Notwithstanding sub-clause 6.1 this MoU may be terminated by either party by issuing a two months notice in writing to the other party prior to the desired termination date. However, both parties agree that all continuing obligations to students, staff, activities are met in full subsequent to the notice of termination.

7. Notices

All notices and other communications required to be served under the terms of this MoU, shallbe considered to be duly sereved, if the same is delivered at or posted by registered mail addressed to the Principal, **BKCCKD** 591201 and delivered at or posted by registered mail addressed to **GFGCCKD** 591201.

8. Miscellaneous

- 8.1 No modification to this MoU shall be binding unless it is made in writing and signed by both parties.
- 8.2 If any provision of this MoU is held by any Court or other competent authority to be illegal, void or unenforceable in whole or in part, this MoU shall continue to be valid in respect of the other provisions thereof.
- 8.3 Nothing in this MoU shall constitute, or be construed, a party as the partner, agent, employee or reprentative of the other party. Either of the parties hereto must not act independently of the other Party and does not have the right or power to commit the other Party on any matter or incur any obligation on behalf of the other party without prior written approaval of the other Party.

8.4 Each of the parties hereto agrees to comply with all laws applicable to the party concerened inrespect of the activities undertaken in pursuance of this MoU.

9. Arbitration and Jurisdiction

- 9.1 Any dispute arising out of or in connection with this Memorandum of Understanding or relating to its enforcement will be resolved by the parties hereto amicably. However, if the dispute remains unresolved, it shall be referred to an Arbitrator to be appointed by mutual consent of both the parties.
- 9.2. The place of arbitration shall be at BKCCKD or GFGCCKD and the arbitration proceedings shall be as provided under the Arbitration and Concilliation Act, 1996. The decision of the Arbitration shall be final and bonding upon both the parties.
- 9.3. All legal disputes shall be subjected to the jurisdiction of the Courts.

IN WITNESS WHEREOF THE PARTIES HERETO HAVE EXECUTED THIS MoU ON THE DATE SET FORTH ABOVE.

(i) For and on behalf of Karnataka Lingayat Education Society's B. K. Arts, Science and Commerce College, Chikodi 591201

Prof. Udaysing R. Rajput, Principal

(ii) For and on behalf of Government First Grade College, Chikodi 591201

Shri R. P. Kage, Principal

KLES'S Basavaprabhu Kore

Arts, Science and Commerce College CHIKOD! - 591 201

Witnessess:

GOVT FIRST GRADE COLLEGE CHIKODI-591201

Witnesses:

1. Q. & Ghe [SUNETHB-D] 2. (Prof. V.V patr))
3. PTregas (8mt: P.M. Iragas) 4. OBald (N. B. Patr))

