



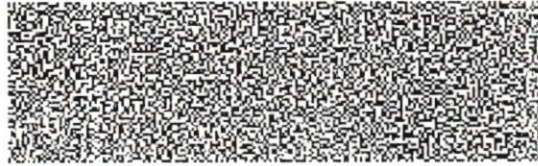
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MEMORANDUM OF UNDERSTANDING

BETWEEN

MANGALORE UNIVERSITY, MANGALAGANGOTRI, KARNATAKA

AND

YENEPOYA (DEEMED TO BE UNIVERSITY), DERALAKATTE, KARNATAKA

PR

Registrar

Mangalore University

Statutory Alert.

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Registrar

YENEPOYA
(Deemed to be University)

This Memorandum of Understanding (MoU) made on this July 2023 between Mangalore University, Mangalagangothri-574199, Karnataka, India (hereinafter referred to as Mangalore University 1st party) and Yenepoya (Deemed To Be University), Deralakatte 575018, Karnataka, India (hereinafter referred to as Yenepoya - 2nd party) witnessed as follows:

PREAMBLE

- a) Mangalore University is one of the prominent public sector University promoting higher education and research activities in India, which is coming under the ambit of Government of Karnataka. At present, Mangalore University is successfully offering and running 39 post- graduate courses in Science, Management, Commerce and Arts, and is conducting research programmes in all these areas. Mangalore University is represented by Dr K Kishore Kumar, Registrar, Mangalore University, Mangalagangothri 574199 DK, (registrarmangaloreuniversity@gmail.com)
- b) Yenepoya is an esteemed Deemed To Be University in India which was established in the year 2008 under section 3 of UGC Act 1956. It has been providing education in the field of Health Sciences including Medical, Dental, Ayurveda, Homeopathy, Naturopathy and yoga, Pharmacy, Nursing, Physiotherapy, Allied Health Sciences, Biological Sciences, Social sciences, Management Sciences and related fields. Medical treatment is also provided/ facilitated to needy people by Yenepoya through Yenepoya Hospital, Yenepoya Ayurveda Medical College and Hospital and Yenepoya Homeopathy Medical College and Hospital and their Centres. The Yenepoya (Deemed to be University) is represented by Prof. (Dr.) K.S. Gangadhara Somayaji, Registrar, Yenepoya (Deemed to be University), Deralakatte, 574018) DK, (registrar@yenepoya.edu.in)
- c) Addition to the on-going courses, Mangalore University has well established National and International reputed research facilities such as CAART, CAREER, PURSE and USIC. Besides, a New NMR facility has also been established recently.
- d) Whereas YENEPOYA after establishing State of Art treatment facility in its hospitals and research facility in the Research Center is interested in initiating teaching, research and related programmes in newer areas in collaboration with Mangalore University. Therefore, to establish a mutually beneficial relationship built on academic and scientific cooperation, Mangalore University and YENEPOYA wish to promote collaboration between the two Universities in education, training, research and related aspects through this MoU.



Registrar

Mangalore University
Mangalagangothri



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YENEPOYA
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The Memorandum of Understanding (MoU) establishes the following:

- I. Scope of MoU:** To establish a mutually beneficial relationship built on Academic, Scientific and Research co-operation between Mangalore University and YENEPOYA.
- II. Period of MoU and its extension:** This MoU becomes effective from 1st December 2022 and will continue for an initial period of Five years up to 31st November 2027, whereupon it shall be reviewed and it may be extended by a mutual written agreement of both parties, if required. This MoU may be revised through the mutual agreement of both parties. This MoU may be terminated by either party upon giving six months written notice with reasons for termination and be signed by the authorised representative of the notifying party. In case of termination, the on- going internship/training etc. programmes of the students shall not be affected and students shall be allowed to continue and complete their internship/training which may be agreed under this MoU for the specified time on payment for utilising training/ teaching/equipments laboratory facilities of either parties as per the norms of respective institutes.
- III. Areas of collaboration :** Collaboration between the two institutions may be established within any field related to Academic, Scientific, Research, Science and technological co- operation of mutual interest, and in particular:
 - (a) Mutual co-operation and participation in teaching and training programmes conducted by both the institutes.
 - (b) Using facilities available with both institutions for each other's students training and conducting practical classes.
 - (c) Providing internship placement for M. Sc students of Mangalore University in institutions of YENEPOYA and vice versa.
 - (d) Training of doctoral student and extension of each other's facilities for research.
 - (e) Developing and conducting collaborative research programmes using each other's infrastructure and expertise.
 - (f) Exchange of information, including the results of teaching and research collaboration within the rules and regulations of both the parties with mutual consent.



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Mangalore - 574 199



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- (g) Facilitating rural/community health centres to the needy people, as per the mutually agreed terms & conditions of both parties.
- (h) Utilization of Gamma radiation facilities and research facilities available in the Department of Applied Botany of Mangalore University by YENEPOYA for the purpose of treatment and research.
- (i) Any other areas of academic, scientific & research cooperation as mutually agreed upon by both parties.
- (j) The themes of joint activities, the conditions for utilizing the results of research, the arrangements of specific visits, exchanges, internships, knowledge partnering & other forms of activities shall be discussed & developed upon mutual consent of both parties.
- (k) Extension to other areas, if any will be considered and made through appropriate amendments to the present MoU.

IV Exchange of facilities/scientists/experts/faculty:

- (a) Mangalore University and YENEPOYA may participate in each other's teaching and training programmes upon mutual consent of both parties.
- (b) Both parties may extend their research & laboratory facilities to scientists/experts/faculty/students of Mangalore University and YENEPOYA upon mutual consent of both parties.
- (c) Charges for using the research facilities/equipment, if any will be same as that of the charges collected from the researchers/faculty of respective institutions.
- (d) Remuneration for taking theory and practical classes for post-graduate/research students will be paid to experts/faculty by respective institutions as per their institutional norms.
- (e) Expenditure towards repairing damaged equipment will be borne by the person/ institution responsible for damaging the same.
- (f) Both parties may agree to seek funds/financial support for collaborative research programmes from appropriate funding agencies upon mutual consent of both parties.



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V. **Intellectual property rights** Information on research results and scientific materials (reports, articles, books) will be exchanged freely keeping in mind the mutually agreed provision of Intellectual Property Rights. All intellectual property solely conceived and/or developed by Mangalore University during the course of this agreement shall be owned by Mangalore University. All intellectual property solely conceived and/or developed by YENEPOYA during the course of this agreement shall be owned by YENEPOYA. Intellectual property jointly conceived and/or developed by Mangalore University and YENEPOYA will be jointly owned by Mangalore University and YENEPOYA. Each party may use such property for research and scholarly purposes with prior information to other party and with their consent. Mangalore University and YENEPOYA agree to collaborate towards the protection, if appropriate, and application of such intellectual property rights for commercial or other purposes on mutually acceptable terms to be negotiated in good faith between the parties.

VI. **Confidentiality:** During the tenure of the MoU both parties shall maintain strict confidentiality and prevent disclosure of all the information and data exchanged under the scope of this MoU for any purpose other than in accordance with this MoU. Both parties shall bind their respective personnel who come into possession or knowledge of any confidential information not to disclose the same to third parties without written approval of the disclosing party or use such confidential information for any use other than intended under this agreement. Further both Mangalore University and YENEPOYA shall put in place adequate and reasonable measures to keep and store confidential information secure so as to prevent any unauthorized use. If required, Parties may enter into separate confidentiality agreements as per the requirements of specific or respective projects/programmes under this MoU.

VII. **Research Publications:** Research publications, arising out of collaborative research work shall be in the names of the investigators from both parties, with prior mutual consent of both parties. It will be suitably acknowledged that the work has been carried out jointly under the aegis of corresponding funding agencies.

VIII. **Relationship between the Parties:** This Memorandum of Understanding (MoU) is intended solely as a MoU and no partnership, joint venture, employment agency, franchise, or other form of agreement or relationship is intended. It is specifically understood between the Parties that the relationship between the parties contemplated under this MoU is strictly on principal to principal basis. Nothing in this MoU shall be construed to the employees/representatives/students of one Party to be construed as the employees/ representatives /students of the other party. However both parties shall ensure the following:

- i. Both Parties shall see to it that the respective students and employees engaged under this MoU shall strictly follow the disciplinary protocols and be professional in their conduct towards each other.



Registrar
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Mangalagangothri - 574 199



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- ii. Both Parties shall see to it that "Safety and Security" of the respective employees /students engaged under this MoU be ensured.

IX. Law of the Land : Both parties hereby agree and undertake to abide and confirm with the respective law of the land, and, terms and conditions of the agreements which might be entered upon under this MoU. Licenses/Approval/s or / clearance/s from statutory authorities (like Institution Ethics Committee- IEC, Animal Ethics Committee, CTRL, ICMR etc) if any, shall be obtained by the respective parties where ever applicable.

X. MoU and its amendments: This MoU shall be the sole repository of terms and conditions agreed between the parties and no amendments thereof shall take effect or be binding on Mangalore University and YENEPOYA unless such amendment is mutually agreed by both the parties and is recorded in writing and signed by the authorised representatives of both the parties.

XI. Resolution of disputes: Any dispute or difference arising between parties shall be resolved bilaterally by the VICE CHANCELLOR, MANGALORE UNIVERSITY & VICE CHANCELLOR, YENEPOYA (Deemed To Be University). The decision so arrived on it shall be final and binding on both parties of this MoU.

For any unresolved disputes, reference shall be made under the provisions of the Arbitration and conciliation Act, 1996 or any statutory modification/ re-enactment thereof and rules made thereunder. The place of arbitration shall be Mangalore and the proceedings shall be conducted in English Language. The arbitration committee shall consist of 3 members. The Registrar, Mangalore university or his nominee will be the first Arbitrator, the Registrar, YENEPOYA (Deemed to be University) Deralakatte, Mangalore or his nominee shall be the second Arbitrator and a third person, a professional Arbitrator will conduct the proceedings. The award of the arbitrator/ arbitrators shall be binding on both the parties. The expenses incurred shall be borne by both the parties equally.

This MoU is made in two originals (Mangalore University keeps one original and Yenepoya will keep one original).

Registrar
Mangalore University
Mangalagangothri - 574 199

Registrar
YENEPOYA
(Deemed to be University)

IN WITNESS WHEREOF the Parties hereto through their duly authorized representatives have signed this Agreement on the day, month and year mentioned herein before.

For and on behalf of
Mangalore University

Name: Dr. K Kishore Kumar
Designation: REGISTRAR
Mangalore University

Registrar
Mangalore University
Mangalagangothi - 574 199

Witness 1

Name:

Designation:

Address

21/11/2023
Prof. Raju Kishnath
Registrar (E)

For and on behalf of
Yenepoya (Deemed to be University)

Name: Prof (Dr.) K.S. Gangadhara Somayaji
Designation: REGISTRAR
Yenepoya (Deemed to be University)

Registrar
YENEPOYA
(Deemed to be University)

Witness 2

Name: Dr. CHARATH S

Designation: Dy Dir. I & A

Address:

Yenepoya (Deemed to be University)