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MEMORANDUM OF UNDERSTANDING BETWEEN



Visvesvaraya Technological University
“Jnana Sangama”
Belgaum - 590 018, Karnataka State

&



Rajiv Gandhi University of Health Sciences,
Bangalore – 560 041
Karnataka State



**MEMORANDUM OF UNDERSTANDING
BETWEEN
VISVESVARAYA TECHNOLOGICAL UNIVERSITY, BELGAUM
AND
RAJIV GANDHI UNIVERSITY OF HEALTH SCIENCES, BANGALORE
FOR
CO-OPERATION IN HIGHER EDUCATION AND RESEARCH**

1. PREAMBLE

Whereas Visvesvaraya Technological University, Belgaum (herein after termed VTU in abbreviated form) and Rajiv Gandhi University of Health Sciences, Bangalore (herein after termed RGUHS in abbreviated form) are leading Universities in the State of Karnataka engaged in higher education and research in their respective broad fields, viz., Engineering & Technology as well as Health Sciences respectively, considering the possible benefits of mutual cooperation for themselves, their stake holders and the society at large, both the Universities have proposed to enter into a Memorandum of Understanding (MOU, in short form) to establish joint research in the broad area of Technology in Health Sciences, as detailed below:

2. COMMENCEMENT AND DURATION

The MOU shall take effect from the date of its signing by the Authorized Signatories of both the Universities and shall continue for a period of three years unless terminated earlier in accordance with the provisions in the MOU.

3. PURPOSE OF MOU

The areas of agreement outlined in this MOU shall aim at facilitating more detailed and specific negotiations between the faculty members/researchers belonging to both the Universities, which may lead to the preparation and signing of one or more formal agreements between VTU and RGUHS. Unless specifically included herein, the MOU shall not lead to any legal consequence

Dr.
Registrar
Visvesvaraya Technological University,
Belgaum

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**REGISTRAR
RAJIV GANDHI UNIVERSITY OF
HEALTH SCIENCES, BANGALORE-42.**

whatsoever. Also, the MOU shall not create a legal relationship between the two Universities.


4. AIMS AND OBJECTIVES

The MOU shall have the following aims and objectives:


- (a) To outline the broad areas of understanding in higher education and research between the two Universities;
- (b) To establish the VTU-RGUHS Research Programme (VRRP, in short form) for carrying out the joint research activities;
- (c) To enter into an agreement between the two Universities for formally establishing the VRRP;
- (d) To put in place such agreements and/or documents as may be required to function as per the principles set out in the MOU, but as further elaborated and agreed to by the two Universities;
- (e) To engage competent research scholars to meet the growth demands of both Engineering Sciences and Health Sciences areas, and to help improve their quality and standard as well as availability of human capital;
- (f) To ensure that Karnataka continues to maintain its key position as a centre for knowledge development and leadership in the Engineering Sciences and Health Sciences areas;
- (g) To create a collaborative and rewarding joint research model for India and in doing so, establish strong partnerships of significant scale capable of attracting investment, from industries and other funding agencies.

5. AREAS OF COOPERATION

Cooperation between the two Universities shall be established within any fields of mutual interest related to Engineering Sciences/Technology and Health Sciences areas, and in particular for the time being, *medical electronics, instrumentation, materials science and* related fields of technology as found useful and applicable to health needs. Extension to other areas shall be made through suitable amendments to the MOU.


Dr. A. Balaji
Registrar
Visvesvaraya Technological University,
Belgaum

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HEALTH SCIENCES, BANGALORE-01.

6. EXCHANGE OF STUDENTS


Both the Universities shall encourage the exchange of students between themselves in the context of professional internship in the following manner:

- (a) Each University shall identify and nominate its students to the other University for carrying out research studies as provided for in the agreement on VRRP. However, the participating research students shall continue to be the students registered for the award of Degrees by the nominating University, and they shall be treated as visiting students by the recipient University.
- (b) After nominating students for the exchange, the University shall forward their relevant data to the recipient University. An official academic transcript relating to the students concerned shall accompany such nominations. The recipient University shall decide on the acceptability of the students nominated, and identify an appropriate supervisor for each of them. It is expected that the recipient University shall normally accept the nomination made, except in extraordinary circumstances. In such a case of rejection, the nominating University shall be free to nominate an alternative student for the consideration of the recipient University.
- (c) Each exchange student under the VRRP shall have two supervisors, one each from the nominating and the recipient Universities and pursue a research study planned/developed by both of them and being not in conflict with the regulations of the recipient University. The supervisor at the recipient University shall provide periodic report on the exchange student to the nominating University, and also on completion of his/her tenure/term. However, the two supervisors shall jointly guide their student(s), until each one submits the thesis. The research scholars for the Ph.D. shall be governed by the regulations of the nominating University, the written in English language and submitted to the nominating University. Each exchange student shall have all the privileges and responsibilities enjoyed by other students on the campus of the recipient University.



Dr. K. V. A. Balaji
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HEALTH SCIENCES, BANGALORE

7. RESEARCH PROJECTS

Efforts shall be made by both the Universities to share information about each other's on-going research activities, in order to establish contacts and collaboration between their faculty members and other researchers working within the same field.

Research Projects and the composition of research teams shall have to be approved by both the Universities. Serious attention shall be given to evaluate the need for the participating faculty/staff and the location(s) of the research activity. Every research project shall have a team leader responsible for managing, conducting and periodically reporting on the progress of the project and its status. Both the Universities shall also work towards establishing research centres in appropriate subject areas within the framework of the MOU.

8. INTELLECTUAL PROPERTY RIGHTS

The Intellectual Property Rights (IPR, in short form) of the results of investigations conducted under the provisions of the MOU, and in particular at the VRRP, shall be jointly held by both the Universities. However, the details shall be negotiated and worked out in good faith between the two Universities on a case by case basis.

9. INTENDED CONTRIBUTIONS

Both the Universities agree to provide adequate funding to carry out joint research under the provisions of the MOU, and the share of the contribution to be made by each Universities shall be jointly worked on a case by case basis. Both the Universities also agree to jointly seek funding for the research projects, in particular for the VRRP from other sources, including the State and Central Governments and/or their Agencies so as to enable meeting the objectives of the MOU.



Dr. K. V. A. Balaji
Registrar
Visvesvaraya Technological University,
Belgaum

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HEALTH SCIENCES, BELGAUM-591 022

10. STEERING COMMITTEE

Both the Universities agree to constitute a Steering Committee to oversee and monitor the functioning of the provisions under the MOU. The Steering Committee shall have the following composition:

- 1) Vice Chancellors of both the Universities Co-Chairpersons
- 2) Two Representatives each, of the two Universities Members
- 3) Two professionals from R&D/industry jointly nominated Members
- 4) Registrar of one of the Universities by rotation for one year Secretary

The tenure of the Steering Committee shall be for two years and its functions shall include periodic overseeing, reviewing and coordinating the working of various projects undertaken to fulfill the objectives of the MOU. The Steering Committee may also review the working of the MOU and recommend measures to amend it for its smooth functioning, if required. The Steering Committee shall also ensure that Annual Reports on the functioning of the MOU are prepared regularly and submitted to the Authorities of the two Universities for their information and/or advice. The procedure to be followed for the functioning of the Steering Committee shall be decided at its first meeting, which shall take place within 30 days of the constitution of the Committee. There after, the Steering Committee shall meet as often as required by both the Universities. It is agreed that all matters coming before the Steering Committee shall be decided unanimously by consensus of all the members present at the meetings of the Steering Committee in good faith and in the interest of the joint cooperation between the two Universities.

11. CONFIDENTIALITY AND PRIVACY

The two Universities recognize that they may come into possession of confidential information, including personal information (such as, opinion(s) recorded in any form about an individual whose identify if apparent, or can reasonably be ascertained and/or concerned covenants) and agree that they shall not, at any time, disclose to any third party any such information without obtaining the prior written consent of the concerned University..



Dr. K. V. A. Balaji
Registrar
Visvesvaraya Technological University,
Bangalore

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HEALTH SCIENCES, BANGALORE-41

12. TERMINATION

Either of the Universities may terminate this MOU by written notice to the other University of a minimum period of three months. The Steering Committee shall decide on the division of assets and liabilities accrued to each University as a result of the MOU until the date of termination and also evolve a strategy for the use of IPR in the future.

13. AMENDMENTS AND SUPPLEMENTARY AGREEMENT

The two Universities agree to take the required steps to amend the MOU, if necessary, at any time by exchange of letters of their duly authorized Officials. Both the Universities, shall wherever necessary enter into written agreement to facilitate collaborative activities arising from the MOU. Such agreements shall specify the details of the agreed activities and programmes, including their individual contributions and responsibilities, funding, intellectual property rights, confidentiality, risk allocation, and indemnity obligations.

14. USE OF NAME AND LOGO

No University shall use, nor permit any person or entity to use, the name or logo (or any variation thereof) of the other University without obtaining its prior written consent. Both the Universities agree that this provision shall be binding upon them and shall survive the termination or expiry of the MOU.


15. This Memorandum of Understanding made on this Twenty-third day of June, Tow Thousand and Ten, between VTU, Belgaum, and RGUHS, Bangalore, witnesseth as follows:

RECOGNISING the mutual interest in the fields of research, development, education, training, transfer of technology and dissemination of knowledge on non-commercial basis in the long term, and also,



Dr. K. V. A. Balaji
Registrar
Visvesvaraya Technological University,
Belgaum

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HEALTH SCIENCES, BANGALORE-41.

RECOGNISING the importance of the institutions of higher education and their role in promising collaboration and increased contribution of social development.

The Two Universities HEREBY agree to establish a collaboration according to terms and conditions set out in the articles following hereunder.

The words the two Universities in the Memorandum of Understanding, refer to the VTU, Belgaum and RGUHS, Bangalore.

Registrar,

Visvesvaraya Technological University,

Belgaum- 590 018, Karnataka State , India

Tel: 0831 - 2405468, Fax: 0831 – 2405467

E-mail- registrar@vtu.ac.in

and

Registrar,

Rajiv Gandhi University of Health Sciences,

4th 'T' Block, Jayanagar, Bangalore – 560 014,

Karnataka State, India.

Tel: 080-26961928, Fax: 080-2696192/26961929

E-mail- registrar@rguhs.ac.in

The parties have identified that a stronger relationship between them is mutually beneficial and wish to establish a more formal relationship with each other.

Dr. K. V. A. Dalaji
Registrar
Visvesvaraya Technological University,
Belgaum

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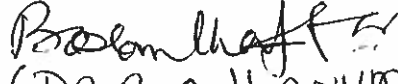
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HEALTH SCIENCES, BANGALORE-41.

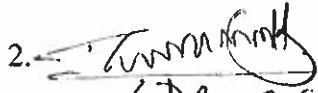
for Rajiv Gandhi University of Health Sciences, Bangalore.


(Signature)
Registrar

REGISTRAR
RAJIV GANDHI UNIVERSITY OF
HEALTH SCIENCES, BANGALORE-41.

Witness: 1.


(DR. B. O. HANUMANTHAPPA)


2. 
(DR. S. S. HIREMATH)

for Visvesvaraya Technological University, Belgaum.



23/6/2010
(Signature)
Registrar

Dr. K. V. A. Balaji
Registrar
Visvesvaraya Technological University,
Belgaum

Witness 1.


23/06/10 Dr. H. Maheshappa

2.


23 6 10 Dr. A. S. Deshpande

Date...23/6/2010



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MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (MoU) is entered into on this twentythird day of June 2009 between Visvesvaraya Technological University (VTU), an Indian University having its principal office at "Jnana Sangama" Belgaum - 590014 of the first part; and Air Force Test Pilots School (AFTPS) having its campus at Aircraft & Systems Testing Establishment (ASTE), Yemlur Post Bangalore - 560037 under the command and control of Indian Air Force of the second part.

VTU and AFTPS are collectively referred to hereinafter as "the Parties".

I. Purpose

Whereas, this Memorandum of Understanding is entered into by AFTPS and VTU for granting of recognition by VTU to the Masters of Technology (M.Tech) Course in Flight Test Engineering at the Air Force Test Pilots School.

II. Background

Visvesvaraya Technological University (VTU) was established in the year 1998 and offers higher education in engineering and technology relevant to the current and projected needs of the society, besides promoting research and disseminating knowledge gained there from, and fosters cooperation between academic and industrial communities. The university and affiliated colleges offer a large number of Undergraduate, Postgraduate and Doctoral programmes in various disciplines. In addition to the academic programmes, VTU offers continuing education programmes as short term day and evening courses,

summer and winter schools on topics of current interest conforming to the needs of national development activities. VTU is the singular affiliating university for all the engineering colleges in the state of Karnataka (currently numbering 122) and is responsible for the curriculum development, examination and teaching standards in these institutions.

The Air Force Test Pilots School (AFTPS) of the Indian Air Force (IAF) is a premier institution which trains flight test engineers to meet the requirements of the IAF, Indian Army, Indian Navy, R & D organisations and aviation industry. AFTPS forms a part of Aircraft and Systems Testing Establishment (ASTE), the leading military flight test centre in the country. Located at Bangalore, the aeronautical capital of the country, AFTPS enjoys close proximity to various aerospace research and development establishments as well as aircraft design and manufacturing facilities. Set up in 1973, as Test Pilots School (TPS) it initially conducted Production Test Pilot Courses. The Experimental Test Pilots Course at TPS started in 1976. In 1984, the scope was extended to train Flight Test Engineers. By 1989, TPS started training the Rotary Wing Test Pilots and Engineers. Presently, the school trains Test Pilots, Flight Test Engineers, Flight Test Instrumentation Engineers and Flight Test Engineers (Avionics) for fixed and rotary wing aircraft. These courses run concurrently for a duration of 46 weeks (Jul – May). The extended aim of AFTPS is to produce engineering post graduates well versed and practiced in Flight Test Engineering.

III. **VTU Objectives:**

- (a) Faculty development
- (b) Curriculum development and students training
- (c) Research and development
- (d) Industry and academia linkages
- (e) Continuing education programs

IV. AFTPS Objectives:

- (a) Curriculum development and students training
- (b) Learning packages and training programs
- (c) Students technology support
- (d) Faculty development

V. VTU Contribution:

- (a) Access to library facilities including e libraries of VTU accredited engineering colleges.
- (b) Sponsoring of international journals at concessional rates.
- (c) Faculty exchange with other engineering colleges affiliated to VTU.
- (d) Faculty training and development programmes.
- (e) Access to EDUSAT.
- (f) Access to software available to VTU (such as LAB VIEW) from various organizations.
- (g) Access to Research and Development centres of other organizations affiliated to VTU under a mutual agreement.
- (h) Access to Industry and academia linkages.

VI. AFTPS Contribution:

- (a) Faculty as guest lecturers and external examiners for VTU affiliated engineering colleges.
- (b) Access to unclassified resources of AFTPS library.
- (c) Access to unclassified flight test data to other VTU affiliated organizations for Research and development purpose.*
- (d) Access to AFTPS premises and faculty for conducting national and international seminars on topics related to Aerospace Engineering.*

(e) Faculty as advisor for aviation related curriculum development of other VTU affiliated engineering colleges.

(f) Faculty as advisor to Industry and Research and Development organizations in the matters related to flight testing, flight test training, aircraft systems testing, integration of modern systems on aircraft, flight control systems testing etc.

(g) Students undergoing the M.Tech course at AFTPS in their third and fourth semester to work on projects related to aviation and aerospace for in-house industry and R & D organizations. R & D organizations may sponsor this unclassified research.

* - As per the government/ Air HQ approval norms prevalent at the time of the request. For these a formal written request must be forwarded three months in advance.

VII. **Fees, Expenses and Monitoring of Implementation**

A Coordination Committee consisting of two nominees of VTU and two nominees of AFTPS will do the planning, monitoring and implementation of the various aspects of this MoU. The Committee will finalise the registration fees to be charged by VTU for the M Tech course, which in no case shall exceed the registration fees paid by the regular university students. The cost of training at AFTPS for this course will be finalized by Directorate of Financial Planning at Air Headquarters, Vayu Bhavan, New Delhi. The remuneration/ honorarium/ conveyance to be paid to the guest lecturers/ directing staff and the amount to be paid for utilizing the facilities of library and laboratories of the respective parties will be governed as per the government approval prevailing from time to time. The committee shall conduct quarterly and annual reviews of the implementation of this understanding. These reviews would primarily focus on the curriculum progress, faculty availability and certification.

VIII. Dispute Resolution

- (a) All disputes or differences arising out of or in connection with this Understanding shall be referred to the above mentioned Committee. In case the Committee is unable to resolve the dispute, the same shall be resolved by mutual consultations/ discussions between the signatories to this Understanding.
- (b) Any dispute, disagreement or question arising out of or relating to this Understanding, which cannot be settled amicably shall within sixty days or such longer period as may be mutually agreed upon from the date on which either party informs the other in writing by a notice that such dispute, disagreement or question exists will be referred to the Arbitral tribunal consisting of three arbitrators.
- (c) Within sixty days (60) of the receipt of the said notice, AFTPS and VTU shall nominate one arbitrator each in writing. The third arbitrator shall be nominated by mutual consent of the parties within ninety (90) days of the receipt of the notice mentioned above.
- (d) The Arbitral Tribunal shall have its seat in Bangalore.
- (e) The Arbitration proceedings shall be controlled under the Indian Arbitration & Conciliation Act, 1996 and the award of such Arbitral Tribunal shall be enforceable in the Indian Courts.
- (f) The decision of the majority of the arbitrators shall be final and binding on the parties to this Understanding.
- (g) Each party shall bear its own cost of preparing and presenting its case. AFTPS and VTU shall share the cost of arbitration including the fees and expenses of the third arbitrator equally.
- (h) The parties shall continue to perform their respective obligations under this Understanding during the pendency of the arbitration proceedings except in so far as such obligations are the subject matter of the said arbitration proceedings.

IX. Intellectual Property

Title to the intellectual property rights of the technologies furnished by AFTPS will at all times remain proprietary to AFTPS. No classified (secret and confidential) information will be shared with VTU.

X. Limitation of Liability

(a) Under no circumstances either party shall be liable for the other party's loss of or damage, to records or data, as also claims for special, incidental or indirect damages or for any economic consequential damages (including loss of profit or savings) even if the later is informed of its possibility. AFTPS is not liable for loss/profits, business interruption, loss of business information, economic loss or any other indirect, incidental, consequential or special loss or damage, even if the loss or damage was caused, or contributed to VTU, by AFTPS negligence.

(b) VTU's total liability for any other damage is limited to the amount actually paid to VTU by AFTPS in respect of specific Project/ Projects and course registration.

XI. Term and Termination

This MoU will commence from the effective date on which the parties have signed this agreement. Either party may express desire to terminate/ modify this MoU at any time through a written notice to the other party, with or without assigning any cause. However, in such case the effective date of termination will be mutually decided within 60 days of receipt of notice taking into consideration that the interest of the enrolled students and trainees are not harmed what so ever. Upon termination of this MoU, each Party agrees to return all properties (e.g. Content, technology, software, documents etc.) owned by the other party or to which some other party is entitled. In the event of an under progress course at AFTPS being registered with VTU after payment of fees, the entire amount paid towards fees will also be refunded by VTU to AFTPS.

XII. Force Majeure

In case of termination of the course or 'break' in course due to any exigencies of war, natural calamities/ acts of nature, or as a consequence arising out of Operational Flying/ Tasks etc., the university shall allow the registered students an extension of one year or as recommended by AFTPS to complete the course without any additional charges. In addition, if a student is unable to complete the full course but only one semester due to any exigencies or war, natural calamities/ acts of nature or as a consequence of operational flying tasks etc. a certificate to that effect would be awarded by VTU, Belgaum on specific written recommendations of AFTPS (under no circumstances an individual whose training is terminated by AFTPS will be issued any certificate by VTU).

XIII. Right to use Name/ Public Announcement

Neither party may use the name, trademark, logo of the other party as a reference in negotiation with third parties; or in press releases or other public notifications, except with prior written consent of the other Party or to the extent required by applicable law. However, there will be no bar on AFTPS including this aspect in its publicity drives/ advertisements meant for recruitment/ selection of graduate engineers.

XIV. Non-exclusivity

This MoU is non-exclusive and the parties shall be free to enter into agreement with other organizations covering cooperation on technologies and products within the scope of this MoU without affecting the conditions of this MoU. No information about IAF/ IAF personnel/ Course content of AFTPS etc. will be shared by VTU with any third party.

XV. Confidentiality

Both parties shall take necessary measures to ensure confidentiality of the terms and conditions of this MOU and other information, obtained in the course of implementation of this Understanding. The information so obtained shall not be

used by either party for any purpose other than for which the same was transmitted. Also, such information shall not be used by either party to the detriment of the interests of the other party. Neither party shall divulge such information to any third party without the prior written consent of the other party.

XVI. **Legal effect**

This MoU is legally binding on the Parties.

XVII. **Governing Law**

The laws of Indian Union shall govern the validity and Interpretation of this MoU.

XVIII. **Assignment**

Neither Party may assign its rights under this MoU without obtaining the prior written consent of the other Party.

XIX. **Amendments or Modifications**

No amendments or modifications to this MoU may be made except as agreed in writing by both the Parties at the appropriate level.


XX. **Notices**

All notices required to be given under this MoU shall be in writing and will be served in person, sent by pre-paid mail to the Party's address as set out in this MoU to the address as specified by the other party.

The parties have set their hands to this MoU on the date and day above written, which is the effective date of commencement.


For Visvesvaraya Technological University

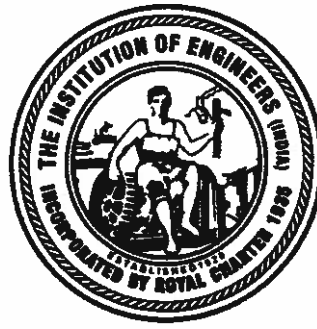
By signing this MoU, I also confirm that I am authorized to sign on behalf of Visvesvaraya Technological University.

By : 
Name : DR. K. V. A. BALAJI,
Title : Registrar
REGISTRAR
Visvesvaraya Technological University
BELGAUM.

For Air Force Test Pilots School

By signing this MoU, I also confirm that I am authorized to sign on behalf of Air Force Test Pilots School.

By : 
Name : (VA PATKI)
Wing Commander
Title : Chief Engineering Instructor



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MEMORANDUM OF UNDERSTANDING

This MoU is between Visvesvaraya Technology University (VTU), Belgaum represented by its Registrar, Party of First Part. (Herein referred to VTU).

The Institution of Engineers (India) represented by its President, having its Head Quarters at No. 8, Gokhale Road, Kolkata – 700 020 (hereinafter referred to as IE) Party of Second Part.

The expressions VTU and IE shall, wherever the context admits, mean and include their respective legal representatives, nominated successors-in-interest and permitted assignees.

This MoU is for formulating methods of providing grant-in-aid support to the engineering students at UG, PG and PhD levels leading to enrichment in the project deliverables and sustained orientation of the student projects towards contemporary technologies.

VTU and IE undertake to provide funding to the engineering student / student groups of various disciplines as per the terms of reference indicated below –

IE: Role and Activities

- Provide information on the grant-in-aid scheme to the engineering students through various media such as News Letters, Journals, Posters, Web Campaign, Seminars, Conferences and Campus Interaction Programs for enabling participation from wide-spread student groups.
- Create and maintain web-enabled mechanism for the engineering students to upload their project ideas, time and cost details, research methodologies.
- Carry out short-listing, technical review and selection through IE Technical Department and Research & Development Committee consisting of experts from various engineering disciplines.
- To apportion the selection among UG, PG and PhD students representing various engineering disciplines.
- To liaise with national bodies such as DST, CSIR, DRDO, DBT, DAE etc., for providing pan India visibility to the selected batches.

- Publish the master list of the selected projects / grant amount in the IE website. Forward a hardcopy of the master list of the selected projects / grant amount to the Registrar, VTU.
- Conduct a grant-in-aid ceremony wherein the selected student groups are officially handed over the sanction certificate and the grant-in-aid cheque with an amount as stipulated by the Research & Development Committee.
- Invite VTU and corresponding student groups / faculty guides to participate in the aforementioned grant-in-aid ceremony
- Monitor the progress of the Projects and continuously update the status of project completion of various batches through IE Technical Department. Instruct the student groups in terms of acknowledging the received funding support.
- Organise an event wherein the guides / student batches of the completed projects participate and deliver presentations describing the salient technical achievements.
- Compile a compendium enlisting the projects and major deliverables including publications. Circulate the copies of the compendium to the stake holders.

VTU: Role and Activities

Agree to accept and receive the master list of selected institutions from IE and carry out the VTU matching grant as per the following norms –

- VTU Project Grant is limited to an amount of Rs 5,00,000/- per year
- Maximum granting per project would be limited to Rs 50,000/- and the maximum number of project each institution is limited to one.
- The Project Grant is to be forwarded to the Principal of the institution to which the selected student batches belong, on receipt of a written application indicating the compliance to VTU norms signed by the corresponding Principal.
- Agree to coordinate with the Principals of the institutions in ensuring that the dissertation reports (project reports) submitted by the students would carry an acknowledgement of the grand-in-aid receipt from IE and VTU

Renewal, Termination and Amendment

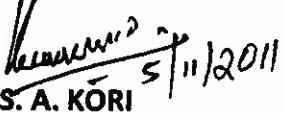
This MoU becomes effective on the date of signature. It may be amended by mutual agreement of the parties. If either party violates any of the terms and conditions agreed above then the other party shall have the right to terminate this MoU by giving three months notice in writing. This MoU will be renewed every three years on the terms and conditions mutually agreed.


Arbitration and Jurisdiction

If there is any dispute relating to the implementation or otherwise of the terms and conditions of this MoU then the said dispute shall be referred to a sole arbitrator for arbitration as per the provisions of the Arbitration and Conciliation Act 1996. This dispute shall be subject to Belgaum jurisdiction and the place of Arbitration shall be Belgaum.

Administration and Networking

IE and VTU agree to coordinate and help each other in all pertinent administrative matters and communication pertinent to IE grant-in-aid scheme and the VTU Project Grant scheme, respectively. IE and VTU agree, through this MoU, to meet once in a year to review and monitor the progress of the Project Grant scheme, at place and time decided as per mutual consent. VTU and IE agree to identify responsible persons as points of contact, to network and communicate with all the personnel concerned, without undue loss of time and clarity of purpose.


Prof. S. A. KORI
Registrar
Visvesvaraya Technological University
Belgaum


Dr. N. R. Bandyopadhyay, Chairman - CATE
On behalf of the President
The Institution of Engineers (India)
Kolkata

Date: 05-11-2011

Place: Bangalore

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MEMORANDUM OF UNDERSTANDING

Between



**Visvesvaraya Technological University (VTU),
Belgaum**

And

**International Institute of
Industrial Safety Management College (IIISM),
Bangalore**

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (MOU) is entered into on this 23rd day of July, 2014 between **Visvesvaraya Technological University (VTU), an Indian University having its principal office at “Jnana Sangama”, Belgaum - 590 018** of the first part; and “Sri Sigandureshwari Educational and Charitable Trust®”.established and registered in the year 2009, under this trust it is running **International Institute of Industrial Safety Management College (IIISM)**,It is a Educational ,Research on Safety, occupational health and Environment training college providing “PG Diploma in Industrial Safety Management”(PGDISM) and having its head quarters at Nagahrabahvi Main Road, #221, 12th block, 2nd stage, Near Hotel Nammoora Thenede, Bangalore-560072 of the second part.VTU and IIISM are collectively referred to hereinafter as “the Parties”.

I. Purpose

Whereas, this Memorandum of Understanding is entered into by the “Sri Sigandureshwari Educational and Charitable Trust®” running IIISM College and VTU for granting of recognition by VTU to **Post Graduate Diploma in Industrial**

Safety Management (PGDISM) offered by the second party to the graduate engineer in any Stream.

II. Background

Visvesvaraya Technological University (VTU) was established in the year 1998 and offers higher education in engineering and technology relevant to the current and projected needs of the society, besides promoting research and disseminating knowledge gained there from, and fosters cooperation between academic and industrial communities. The university and affiliated colleges offer a large number of Undergraduate, Postgraduate and Doctoral Programmes in various disciplines. In addition to the academic programmes, VTU offers continuing education programmes as short term day and evening courses, summer and winter schools on topics of current interest conforming to the needs of national development activities. VTU is the singular affiliating university for all the engineering colleges in the state of Karnataka (currently numbering 203) and is responsible for the curriculum development, examination and teaching standards in these institutions.

“Sri Sigandureshwari Educational and Charitable Trust®” Head office located in Nagharabhavi, Bangalore. This trust is a non profitable charitable trust registered in the year 2009 to impart quality education and conduct various charitable works. This trust is running under the able guidance of directors.

The main aim behind the formation of trust is to sponsor technical institute which would give quality education to the students with highly skilled, experienced professionals and committed staff and making the students eligible for a job at the end of their studies. As a first step achieving this aim, **“Sri Sigandureshwari Educational and Charitable Trust®”** started as a technical institute in the field of industrial safety called **International Institute of Industrial Safety Management College (IIISM)** Providing Post Graduation Diploma in Industrial Safety Management (PGDISM) to engineering graduates. Industrial safety has now become an important and inevitable issue for the organization. Simultaneously people having qualification and experience in industrial safety are much in demand and professionals are not available and always problem for major recruiters. To overcome this problem **“INTERNATIONAL**

INSTITUTE OF INDUSTRIAL SAFETY MANAGEMENT (IISM) established and intends to providing PGDISM (Post Graduation Diploma in Industrial Safety Management). IISM running by eminent safety experts with an extensive 23 years of experience both India and overseas in oil & gas, Refineries, high rise building, air port etc who have been closely associated in bringing about cultural changes in safety and effective implementing safety management systems in Different Mega projects

III. **VTU Contribution** (Objectives)

- a. VTU is to grant recognition to the **IISM** ("INTERNATIONAL INSTITUTE OF INDUSTRIAL SAFETY MANAGEMENT") and to the course offered by it called as **PGDISM** (Post Graduation Diploma in Industrial Safety Management) by the Sri Sigandureshwari Educational and Charitable trust ®
- b. VTU Shall have the authority to grant recognition to any other institution for starting the same Course Post Graduation Diploma in Industrial Safety Management Abbreviated as PGDISM.
- c. The 1st and 2nd semester marks card and the certificates will be issued by VTU as per University regulations.
- d. It is the responsibility of IISM to provide the practical exposure to the faculty and the students in the industries. The VTU may help in this endeavour in getting IISM connected with industries.

- e. Continuing education programs;** VTU shall provide opportunities for professionals and other knowledge seekers in collaboration with industries.
- f.** Examinations will be conducted by VTU, at the examination center at IISM, Bangalore, or as decided by VTU.
- g.** Examination fees collected from students will be submitted with all documents to VTU before the examination.
- h.** The IISM under takes to submit the panel of evaluators to VTU for the approval. The VTU shall have the authority to make changes in the panel of evaluators if necessary.
- i.** The valuation charges will be paid by VTU.
- j.** Post Graduation Diploma in Industrial Safety Management Shall be as per the VTU regulation and changes if any, from time to time shall be complied by IISM.
- k.** Any new initiatives and changes in the program desired by the IISM shall be submitted to VTU for final approval to enable affiliation.
- l.** The VTU reserves its rights to continue the said program after a lapse of five years. Any modification of syllabus shall be implemented with the permission of VTU.
- m.** The IISM shall take approval from VTU for continuation of the course one year before the lapse of MOU.

IV. IISM Contribution

- 1.** To develop curriculum for PGDISM courses in order to meet the training requirements.
- 2.** To conduct the training as per the syllabus approved.

3. To create and make available In house practical and library facilities to the (PGDISM) students.
4. To provide facilities for industrial visit and guidelines for carrying out project work of the PGDISM students.
5. To provide the teaching materials (like PPTs. Videos, Notes etc.) of the Expert faculty to the students.
6. **Research and Development:** The IISM desires to Undertake collaborative research and Development projects with VTU.
7. **Student technology support:** Today students are tomorrow professionals and therefore VTU shall support programs that ensure students are best prepared to meet the professional challenges.
8. **Learning packages and Training Programs;** IISM desires to offer day, evening and week end courses and long term PG Diploma Programs to the working professionals.
9. The students of PGDISM shall not be utilized by the IISM for any activities other than pursuing the course, and they are not to be involved in any other profit making activity.

V. In furtherance of the above listed objectives of VTU and IISM the parties now agree to the following:-

1. The scheme of the studies and examination will be as decided by the university from time to time.
2. After successful completion of the course the students will be Awarded the PG Diploma Certificate and include with the IISM name in the marks card and certificate.
3. The Director of **Sri Sigandureshwari Educational and Charitable Trust®** or her Nominee will act as coordinator for the course. Authorised signatory of the university to be mention.
4. The tuition fees collected from the students by the IISM will be shared in the following ratio. **VTU 30% and IISM 70%.**
5. Apart from the admission fees, the IISM shall collect the examination fees from the students and same will be paid to the VTU.

1. FEE STRUCTURE (Semester) as below :-

SL.NO	COURSE	Total Fee in Rs (Per Semester/per student)	VTU(share) 30%	IISM(share) 70%
1	PGDISM	80,000/semester	24,000/	56,000
2	Exam fee	2500/ semester	2500/	NIL
3	Registration Fee	500/- (one time)	500/-	NIL

2. Eligibility Fee :-

SL.NO	Eligibility fee(One time)	Total Fee in Rs	VTU (share)	IISM (share)
1	Student from state	500/	500/	NIL
2	Student from other state	1000/	1000/	NIL
3	Foreign students	15,000/	15,000/	NIL

3. The IISM shall collect the fees from the students seeking admission to PG Diploma and submit the total fee in the form of DEMAND DRAFT to VTU.

4. IISM is a non aided college and it is bearing all the expenses like building rent, Infrastructures connected with the execution like the resource persons salary/consultation charges, expert faculty charges, library books, required software and hard ware, projectors, computers ,printers , premises other technical and non technical people involved.

5. The expenses incurred for conducting examination like the remuneration for external examiners, remuneration for room supervisor etc. remuneration for external and internal will be born by the university.

VI. Dispute Resolution

- a. All disputes or differences arising out of or in connection with this Understanding shall be referred to the above mentioned Committee. In case the Committee is unable to resolve the dispute, the same shall be resolved by mutual consultations/discussions between the signatories to this Understanding.
- b. Any dispute, disagreement or question arising out of or relating to this Understanding, which cannot be settled amicably shall within sixty days or such longer period as may be mutually agreed upon from the date on which either party informs the other in writing by a notice that such dispute, disagreement or question exists will be referred to the Arbitral tribunal consisting of three arbitrators under the chairmanship of VC.

- c.** Within sixty days (60) of the receipt of the said notice, IISM and VTU shall nominate one arbitrator each in writing. The third arbitrator shall be nominated by mutual consent of the parties within ninety (90) days of the receipt of the notice mentioned above.
- d.** The Arbitral Tribunal shall have its seat in Bangalore.
- e.** The Arbitration proceedings shall be controlled under the Indian Arbitration & Conciliation Act, 1996 and the award of such Arbitral Tribunal shall be enforceable in the Indian Courts.
- f.** The decision of the majority of the arbitrators shall be final and binding on the parties to this Understanding.
- g.** Each party shall bear its own cost of preparing and presenting its case. IISM and VTU shall share the cost of arbitration including the fees and expenses of the third arbitrator equally.
- h.** The parties shall continue to perform their respective obligations under this Understanding during the pendency of the arbitration proceedings except in so

far as such obligations are the subject matter of the said arbitration proceedings.

VII. Intellectual Property

Title to the Intellectual Property Rights (IPRs.) of the technologies developed by IISM for VTU shall all times remain Intellectual proprietary of VTU. The IISM shall not have any claim in IPR whatsoever.

VIII. Limitation of Liability

(a) Under no circumstances either party shall be liable for the other party's loss of, or damage to, records or data, as also claims for special, incidental or indirect damages or for any economic consequential damages (including loss of profit or savings) even if the later is informed of its possibility. IISM is not liable for loss profits, business interruption, loss of business information, economic loss or any other indirect, incidental, consequential or special loss or damage, even if the loss or damage was caused, or contributed to, by IISM's negligence.

(b) VTU's total liability for any other damage is limited to the amount actually paid to VTU by IISM in respect of specific Project/Projects and course registration.

IX. Term and Termination

This MOU will commence from the effective date on which the parties have signed this agreement and will continue to be in force for a period of five years. Either party may express desire to terminate this MOU at any time through a written notice to the other party, with or without assigning any cause. However, in such case the effective date of termination will be mutually decided within 60 days of receipt of notice taking into consideration that the interest of the enrolled students and trainees are not harmed what so ever. Upon termination of this MOU, each Party agrees to return all properties (e.g. Content, technology, software, documents etc.) owned by the other party or to which some other party is entitled. In the event of an under progress course at IISM being registered with VTU after payment of fees, the entire amount paid towards fees will also be refunded by VTU to IISM.

X. Force Majeure

In case of termination of the course or 'break' in course due to any exigencies of war, natural calamities/acts of nature etc. the university shall allow the registered students an extension of one year or as recommended by IISM to complete the course

without any additional charges. In addition, if a student is unable to complete the full course but only one semester due to any exigencies or war, natural calamities/acts of nature etc, a certificate to that effect would be awarded by VTU, Belgaum on specific written recommendations of IISM (under any circumstances an individual whose training is terminated by IISM will not be issued any certificate by VTU).

XI. Right to use Name/Public Announcement

Neither Party may use the name, trademark, logo of the other party as a reference in negotiations with third parties; or in press releases or other public notifications, except with prior written consent of the other Party or to the extent required by applicable law. However, there will be no bar on IISM including this aspect in its publicity drives/advertisements meant for recruitment/selection of graduate engineers.

XII. Non-exclusivity

No information about IISM personnel/Course contents of PGDISM etc should not shared by VTU with any third party.

XIII. Confidentiality

Both parties shall take necessary measures to ensure confidentiality of the terms and conditions of this MOU and

other information, obtained in the course of implementation of this Understanding. The information so obtained shall not be used by either party to the detriment of the interests of the other party. Neither Party shall divulge such information to any third party without the prior written consent of the other Party.

XIV. Legal effect

This MOU is legally binding on the Parties.

XV. Governing Law

The laws of the Indian Union shall govern the validity and Interpretation of this MOU.

XVI. Assignment

Neither Party may assign its rights under this MOU without obtaining the prior written consent of the other Party.

XVII. Amendments or Modifications

No amendments or modifications to this MOU may be made except as agreed in writing by both the Parties at the appropriate level.

XVIII. Notices

All notices required to be given under this MOU shall be in writing and may be served in person, sent by pre-paid mail to

the Party's address as set out in this MOU or sent by facsimile or electronic mail to the number or address as specified by the other party.

The parties have set their hands to this MOU on the date and day above written, which is the effective date of commencement.

Visvesvaraya Technological University

By signing this MOU, I also confirm that I am authorised to sign on behalf of Visvesvaraya Technological University.

By : 

Name : Dr. K.E. Prakash

Title : REGISTRAR
Visvesvaraya Technological University,
BELGAUM

Date: 23-7-2014

For IIISM (International Institute of Industrial Safety Management) College Running by Sri Sigandureshwari Educational and Charitable trust®

By :

Name :  P. J. Manatha

Title :



Date: 23-7-2014



MEMORANDUM OF UNDERSTANDING ON COOPERATION

BETWEEN

**INTERNATIONAL EDUCATION PROGRAMS
UNIVERSITY OF CALIFORNIA, RIVERSIDE, EXTENSION**

AND

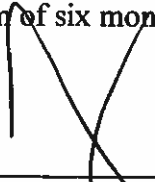
**VISVESVARAYA TECHNOLOGICAL UNIVERSITY
BELGAUM, KARNATAKA, INDIA**

This Memorandum of Understanding (hereinafter referred to as "MOU") is made by and entered into between the International Education Programs at University of California, Riverside, Extension, (hereinafter referred to as "IEP"), located at 1200 University Avenue, Riverside, California, USA; and Visvesvaraya Technological University (hereinafter referred to as VTU) located at Jnanasangama Machhe, Khanapur Road, Belgaum, Karnataka 590014, INDIA.

This MOU sets forth the present intention of IEP and VTU to make an agreement to recognize one another as affiliated institutions and to cooperate where feasible and mutually acceptable in student, faculty, and cultural exchange.

Ratification of this MOU will not result in any material, financial, or other obligation for either of the two universities. Both universities will be at liberty to determine the financing of their joint initiatives in accordance with their respective policies.

This MOU is effective until December 2017, but may be terminated by either university with a minimum of six months' written notice being given to the other party.



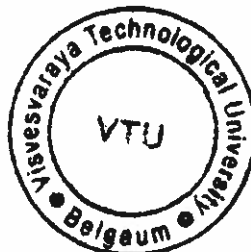
Bronwyn Jenkins-Deas, Associate Dean
International Education Programs
Extension Department
University of California, Riverside



Dr. H. Maheshappa, The Vice Chancellor
Visvesvaraya Technological University
BELGAUM, KARNATAKA, INDIA

Dated this 5th day of Dec, 2015

Dated this 18th day of Dec, 2014.





AGREEMENT OF COOPERATION

BETWEEN

VISVESVARAYA TECHNOLOGICAL UNIVERSITY

**JNANASANGAMA MACHHE, KHANAPUR ROAD
BELAGAM, KARNATAKA 590014**

INDIA

AND

INTERNATIONAL EDUCATION PROGRAMS (IEP)

UNIVERSITY OF CALIFORNIA, RIVERSIDE

**1200 UNIVERSITY AVENUE
RIVERSIDE, CA 92507**

UNITED STATES OF AMERICA

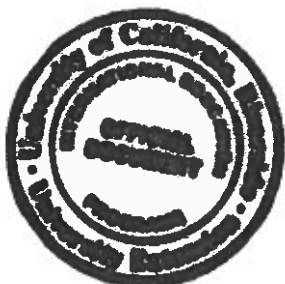
VISVESVARAYA TECHNOLOGICAL UNIVERSITY(hereafter calledVTU) and International Education Programs, University Extension, at the University of California, Riverside (hereafter called IEP), agree to cooperate in order to provide VTU students opportunities to undertake courses of study at the graduate level at the University of California, Riverside.

Graduate students

IEP will provide VTU's graduate levelstudents with the opportunity to enrol in IEP's 3-month Postgraduate Certificate in Management (PGCM) or in IEP's 9-month Postgraduate Diploma programs (in Management, Engineering Management, Bio-Engineering or Public Policy).

The Program

The framework for the UCR postgraduate options are as follows:



Postgraduate Certificate Option

- Quarter One- five required modules in graduate level Management. Students who successfully complete all five modules are eligible to receive a UCR **Postgraduate Certificate in Management** (PGCM)

Postgraduate Diploma Option

- Quarter Two - specialization. Students take 3 courses in this field. They also take a 4th required course called *Marketing You*, which prepares them for their third quarter internship.
- Quarter Three - required unpaid internship. Students are assisted to find an unpaid internship in their field. At the same time they take a final course called *Understanding the American Workplace*.

Students who successfully complete all three quarters of the program are eligible to receive a **Postgraduate Diploma in Engineering Management** and are then eligible for one year Optional Practical Training (OPT)

Optional Practical Training

For the subsequent 12 months students are eligible to work in the US in a paid capacity. Students are responsible for securing a position and meeting all OPT requirements.

Entrance Requirements

All Postgraduate Certificate / Diploma applicants must be in good academic standing as mutually determined by VTU and IEP and must meet a minimum English language requirement of TOEFL 550 PBT, iBT80 or IELTS 6.5. IEP will accept institutional TOEFL scores and will evaluate other options to ensure VTU students meet the language requirement.

Upon completion of the PGCM, VTU students will receive an official UCR transcript which details grades and numbers of credits.

Program Fees

2015

- IEP **Postgraduate Certificate in Management** \$6,800 for the 3-month program
- VTU students who want to enrol directly in the **Postgraduate Diploma in Engineering Management** will pay \$19,500 for the 9-month program



Fee Payment

VTU Students will be invoiced by UCR for the following:

- \$200 Student application fee(required at time of application, sent as a group)
- Tuition fee (depending on the program, see prices above)
- \$200 Housing application fee (optional, required at time of application)
- \$150-\$300 Student services fee (depending on the length of the program)
- \$45/week Medical insurance (2015)
- \$100 one-way Airport pick up (optional)

VTU students are required to pay full fees on or before the start of the program. VTU students will not be permitted to attend classes until full payment has been made. VTU students are responsible for all international travel and personal costs, books and materials.

Housing

VTU students are responsible for their housing and meal costs. Students have two housing Options. Up to date fees are available in the UCR website at www.iep.ucr.edu

- International Village (IV) – single or double rooms, kitchen facilities
- Home Stay – double occupancy with an American family

VTU agrees to publicize the opportunities available under this Agreement of Cooperation and promote the development of cooperation.

The present Agreement of Cooperation is for two and one half years (3) years, and it or any of its parts may be modified or terminated by written consent of both parties who will comply with the obligations that might be in effect on the date of termination. This contract will expire on December 31st, 2017 and it is anticipated that a new agreement will be negotiated before that date.


This Agreement of cooperation does not, in and of itself, obligate either VTU or IEP to any financial expenditure not explicit in the above. Termination of this agreement can be made by either party. Both parties hereby agree to comply with each and every obligation contained in this document and all those that might be in effect on the date of termination of the Agreement of Cooperation.



This agreement is represented by Dr. H. Maheshappa, The Vice Chancellor, VTU and Mr. Nishit Sahay, chief Mentor VTU Center for Science, Technology and Public Policy (VTU-cSTPP) of Visvesvaraya Technological University, and Bronwyn Jenkins-Deas, Associate Dean of the International Education Programs at the University of California, Riverside.

Having read the present Agreement of Cooperation, and being fully aware of the content and scope of each and every one of its clauses, the parties hereby affix their signatures to the present document.

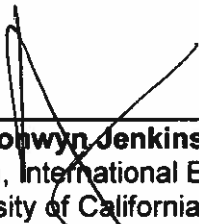
VISVESVARAYA TECHNOLOGICAL UNIVERSITY

(1)  By _____
Dr. H. Maheshappa
Vice Chancellor VTU

(2)  _____
Mr. Nishit Sahay
Chief Mentor VTU-cSTPP

Date 18/12/2014

INTERNATIONAL EDUCATION PROGRAMS
University of California, Riverside.

By  _____
Bronwyn Jenkins-Deas
Associate Dean, International Education Programs
University of California, Riverside

Date Jan 5th, 2015



Memorandum of Agreement

This Memorandum of agreement entered in to between National Education Foundation (herein after referred to as First Party) and Visvesvaraya Technological University, Belagavi (herein after referred to as Second Party) on this 7th day of August 2015 in pursuance to MOU signed on 7th day August 2015 witnessed as under

Where- as the First party is in the field providing Skill enhancement programs in the areas of IT, Business and Soft Skills after discussions and detailed analysis of way forward in exhibition of the programme on Business and Soft Skills have drawn the following plan through this agreement towards the roles and responsibilities between the parties.

Roles and Responsibilities

First Party:

1. Set Up of NEF – VTU Skill Development Center
2. Shall provide faculty for the programme and conduct the training as per the time-table provided by second party
3. Shall provide programme in 90 hours split in to 45 hours each during the semester 5 & 6
4. Shall provide Blended Learning including online and classroom session
5. Periodical assessment shall be conducted during the programme and at the end of the programme the trainee will be taken up online examination and compulsorily have to secure 90 percentage. Certificate shall be awarded from State University of New York
6. Will provide operational manual in consultation with Dean, International Programmes and the parties strictly adhere to as per the defined and structure roll out plan
7. During the programme Dean, International Programmes and also the Coordinator for NEF – VTU Skill Development Center would be invited to State University of New York (SUNY).
8. The trainees will be rewarded through scholarship for their performance and excellence during the periodical excellence.

Second Party:

9. Facility for smooth conduction of the programme
10. Provide logistics on the campus
11. On the request of the first party, any logistical arrangement to reach the campus shall be requested on payment basis from the first party

12. Will work with first party in developing the operation manual for the programme designed

Roll out Plan:

Batch Size: 40 students

Duration of the course: 3 hours (per week)

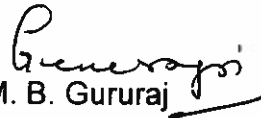
Terms of agreement on commercials:

- A. MOU sign- up fee of Rs. 200000 (Two Lakh) only for VTU, Belagavi
- B. Fee Rs. 7500 per student is exempted for all the students and the program will be delivered at VTU, Belagavi.
- C. Payment shall be made to Peoples Skills India Private Limited Bangalore through Crossed Cheque or a DD

Both the parties have agreed to implement this programme successfully and the specify reference to the first party quality of the delivery of the programme has to be ensure at all levels without any deviation from the operation manual.

IN WITNESS WHEREOF the parties above named have signed this Document on the day, month and year written above.

FOR National Education Foundation - Prof. M. B. Gururaj



Vice President, NEF

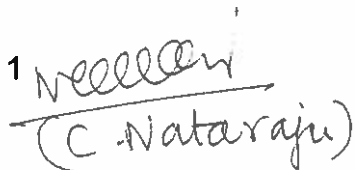
FOR Visvesvaraya Technological University - Prof. K.E. Prakash



Registrar, VTU

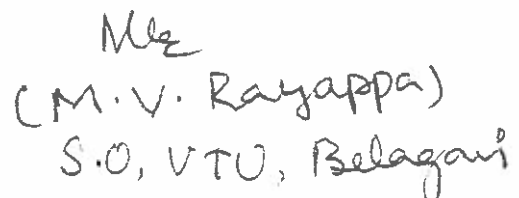
Visvesvaraya Technological University
BELAGAVI.

Witness 1



S.O.-VTU. Belagavi.

Witness 2



M.V. Rayappa
S.O, VTU, Belagavi

MEMORANDUM OF UNDERSTANDING

National Education Foundation

and

Visvesvaraya Technological University

This MEMORANDUM OF UNDERSTANDING is entered into on this 7th day of August, 2015 by and between:

National Education Foundation (NEF) a nonprofit leader head quartered at Washington DC, 1350 Beverly Road, Suit 219, McLean, VA 22101 one of the largest organisation in the World engaged in bridging the employability, digital and academic divides by providing high quality affordable 21st century online education with total solution model with blended learning in education and technology and awarding certificate through State University of New York for each of the successful students.

AND Visvesvaraya Technological University, Jnana Sangama, Belagavi-590018 an University imparting education in Engineering and Management at their departments and affiliated colleges in Karnataka (hereinafter referred to as VTU for brevity's sake, which term shall mean and include its successors, assigns etc.) and represented by its Registrar.

WHEREAS NEF is an established educational and skill development organization with the objective of establishing management institutions, colleges, centers for management studies and research and to achieve this objective it may become an affiliate of an University/ Foundation and conduct such programs of the Universities so affiliated to.

1. IT Skills
2. Office Productivity and IT skills
3. Program on Enterprise and Soft Skills
4. Digital Literacy
5. Setting up of Stem +
6. Setting up of NEF – VTU Skill Development Center.

WHEREAS Visvesvaraya Technological University is an University imparting education in Engineering and Management at their departments and affiliated colleges in India and with a mission to impart quality education, training, skill enhancement, global exposure to the students, faculty and Alumni.

01 OBJECTIVE

WHEREAS NEF is desirous of extending the above programs to the members of the above cited 3 & 6, so that the participants of the above programs get an opportunity to acquire the above specialized skills which gives them professional advantage, and edge over others, by two Organizations mutually collaborating with each other to achieve the aforesaid desired goal. Accordingly, all the above parties have, after discussion, agreed to reduce the understanding arrived at between them into writing to make the objective of this association achievable, successful, and beneficial to the participants in specific, and to the society at large.

The essence of this Memorandum of Understanding between NEF and VTU shall be integrity, ethical practices, and scrupulous adherence to the laws of the land and above all mutual trust and respect for each other.

02 NOW THIS MEMORANDUM OF UNDERSTANDING WITNESSES:-

In consideration of the mutual benefits accruing to parties from the association, it is agreed to adhere to the regulations as specifically detailed in the annexure 'H' describing the roles and responsibilities, commercial terms between the parties agreed here upon.

02A Setting up of NEF-VTU Skill Development Center at VTU, Belagavi

03 TERM

This MEMORANDUM OF UNDERSTANDING shall be in force for a period of three (3) years commencing from the date on which these presents are executed by all the parties. The same can be extended for a further period by mutual agreement by exchange of letter

04 TERMINATION

The MOU can be terminated on the happening of any of the following events:

The parties mutually agreeing that it shall be terminated for failure of the objective.

That there is non-compliance of the obligations by one of the parties and the same is not cured within 90 day notice by the non-defaulting party to rectify the same.

By any statutory disability to continue the association.

05 CONFIDENTIALITY

Both the Parties shall keep confidential all knowledge, information they acquire during their association. Such communication, information that is desired by the party sending the information to be kept confidential, shall inform the confidential nature of such information to the receiving party. Confidential information includes, without limiting the generality of the foregoing, information relating to intellectual property of NEF University like, courses offered, design of the courses, particulars of the faculty members, contents of the tutorials, webcasts, and pod-casts, details regarding the fee payable, scholarships, faculty details and/ or such other information to which the Institute may have access in the course of the association and terms of agreement which forms as part of this agreement through Annexure.

06 COMPLIANCE WITH LAWS

All the parties shall carry out their respective obligations under this MoU in strict compliance with all relevant laws.

07 NOTICES

Any notice, approval, advice, report or any other communication required to be given under this MOU shall be in writing and may be given by delivering the same, by sending the same by prepaid registered mail or email to the notified address set forth below or such other address as each Party may notify in writing to the other Party from time to time. Any such notice given as aforesaid shall be deemed to be served or received at the time upon delivery or upon actual receipt (if given by email) or fifteen (15) clear days after Posting

08 DISPUTE RESOLUTION

In case of any dispute arising as regards the interpretations of the provisions of this MOU, both the parties shall resolve the same by mutual consultations. In the event of failure at conciliation, the matter may be referred to arbitration. The Chairman NEF and Head of the Institution in consultation are authorized to appoint an Arbitrator to resolve the dispute. The decision of the Arbitrator shall be final and binding on both the parties. However, the spirit of this MoU is to ensure that there shall be no such occasion for dispute and resolution of the same.

09 DISCLAIMER OF LIABILITY

In no event will either party be liable to the other or any person or entity for loss due to the acts of the other party in pursuance to this MoU on any account whatsoever for deficiency in service or any acts of the defaulting party, nor for any special, consequential or incidental damages, under any cause of action, whether for breach of contract, tort (including negligence) or otherwise.

IN WITNESS WHEREOF the parties above named have signed this Document on the day, month and year written above.



FOR National Education Foundation - Prof. M. B. Gururaj

Vice President, NEF

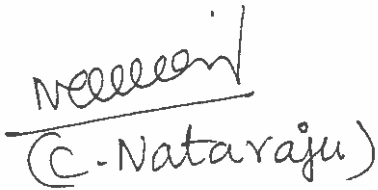


FOR Visvesvaraya Technological University – Prof. K. E. Prakash

Registrar, VTU

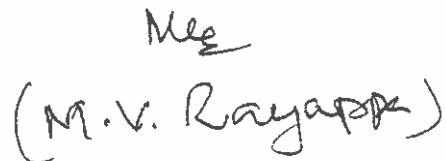
Visvesvaraya Technological University
BELAGAVI.

Witness 1



S.O., V.TU, Belagavi.

Witness 2



S.O., VTU, Belagavi