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MEMORANDUM OF UNDERSTANDING

Between



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

And

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

[Signature]
REGISTRAR
Visvesvaraya Technological University,
BELAGAVI - 590 016.

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 IISIM, 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 IISIM 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 IISIM.
- k. Any new initiatives and changes in the program desired by the IISIM 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 IISIM shall take approval from VTU for continuation of the course one year before the lapse of MOU.

IV. IISIM 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 IIISM 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;** IIISM 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 IIISM 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 **Sti 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 STUCTURE (Semester) as below :-

SL.NO	COURSE	Total Fee in Rs (Per Semester/per student)	VTU(share) 30%	IIISM(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)	IIISM (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 IIISM 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. IIISM 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, IIISM 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. IIISM 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 IIISM being registered with VTU after payment of fees, the entire amount paid towards fees will also be refunded by VTU to IIISM.

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 IIISM 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 IIISM (under any circumstances an individual whose training is terminated by IIISM 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 IIISM including this aspect in its publicity drives/advertisements meant for recruitment/selection of graduate engineers.

XII. Non-exclusivity

No information about IIISM 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

