

**THE MEMORANDUM OF UNDERSTANDING (MoU) TO BE
ENTERED INTO WITH SPECIALIZED PROGRAM**

1. Parties to the Agreement

This agreement is signed between **University of Mysore**, Mysuru-05 (hereinafter The University) represented by the Registrar and ----- (hereinafter The Institution) represented by -----.

2. The Syndicate of the University of Mysore, on being satisfied from the Inspection report submitted by the Inspection team has granted recognition to -----(Institution) under Section 66 of the K.S.U. Act 2000 to offer the following specified/specialized course, subject to the terms and conditions as declared here under.

1. -----
2. -----

3. TERMS AND CONDITIONS:

It shall be responsibility of the Institution to arrange the following:

- 3.1 The Institution shall strictly adhere to the list of the courses approved by the University and schedules notified in the prospectus while conducting the programs.
- 3.2 The Institution shall be responsible to ensure that adequate arrangements are made to popularize the courses and attract large number of applications. The Institution shall advertise the programs, prepare and print the prospectus with the notification about this joint venture, distribute, enroll the students using its own machinery on or off the campus. The specimen copies of the prospectus and the advertisement shall be given to the University of Mysore for prior approval and after approval the same shall be issued by the institution. The University shall also extend all possible support to popularize the program.
- 3.3 The Institution shall not admit students beyond the intake fixed by the University of Mysore for each course and the same can be reviewed.
- 3.4 The minimum qualification and eligibility norms for admission of students to each of such courses shall be as per the regulations approved by the University. The University shall have the power to scrutinize the eligibility of students admitted to each course of study and refuse admission given to any student who does not fulfill the minimum requirements.
- 3.5 Qualifications of the faculty recruited shall be as per the norms Prescribed by the UGC/AICTE or any other applicable professional body.
- 3.6 In the case of visiting faculty who do not possess the required qualifications as per the norms prescribed by the UGC/AICTE/ or any other professional body, the Managing Council shall take into consideration the experience / expertise the faculty.

- 3.7 All the institutions offering various professional courses have to obtain recognition of relevant statutory bodies such as UGC/AICTE/ NCTE/ ACI/ BCI etc.,
- 3.8 Prescribed hours of teaching / project work / lab work / field work etc., as prescribed by the University (as per the Regulations approved by the Academic Council) shall be satisfactorily completed and report submitted to the University.
- 3.9 Sufficient Physical (Class rooms & other space) and technical infrastructure (lab/Computer lab/ system/software) shall be made available by the institution.
- 3.10 The Institution shall not change the name and / or address without the prior permission of the University.
- 3.11 In all publications made by the members of the faculty and research scholars / researchers of the institution wherever the name of the institution is mentioned while citing the credentials of the author / authors, the following shall be mentioned i.e., “(A recognized Specialized Centre of University of Mysore)”.

4. Managing Council

There shall be a separate Managing Council exclusively for each of the programs which shall be responsible for all academic, administrative and financial aspects relating to the program. The University shall constitute a Managing Council which shall have functional autonomy for smooth running of the program. This Managing Council shall not only interface with the University authorities but also co-ordinate with all other agencies for the smooth running of the program. The Managing Council shall oversee the activities relating to the program and give necessary directions so that the quality of the program is ensured and sustained.

It shall be the responsibility of this Managing Council to ensure that all the issues relating to this program are addressed and appropriate decisions are taken in the interest of the students and also the reputation of the University. The Managing Council shall serve as an authority to guide / monitor / initiate / control the various activities relating to the program.

4.1 Composition of the Managing Council.

The Managing Council shall consist of the following members.

- The Vice-Chancellor ..Chairman
- The Registrar ..Member

- The Director, PMEB ..Member
- The Registrar (Evaluation) ..Member
- One Member from the Academic Council ..Member
- Two Deans of the relevant faculty Members nominated by the Vice-Chancellor from institutions of repute relevant to the academic specialization of the institute.
- Three Members of the concerned agency/institution/centre or other associated institutions nominated by the head of the institution /organization.
- The Director/ Coordinator of the program nominated by the institution shall be the Member Secretary of the Council.

The total membership of the Managing Council shall not exceed 15. If required experts may be invited as Special Invitee/s who shall have **no** voting rights.

- 4.1 (i) The term of the Managing Council shall be for **four** academic years. It shall always be co-terminus with the tenure of MoU.
- 4.1(ii) Any casual vacancy of nominated members caused by death, resignation, or the member ceasing to hold a particular office or a particular designation by virtue of which he/she became a member shall be filled up by the Vice-chancellor for the unexpired term of office of the member.
- 4.1 (iii) The Managing Council shall meet at least once a year to review the implementation of program and to assess the program of the activities.
- 4.1 (iv) 50% of the Members shall form the quorum for the meeting.
No quorum is required for an adjourned meeting.
- 4.1(v) The Vice-Chancellor or, in his/ her absence, any member nominated by him/ her, shall preside over the meeting.
- 4.1(vi) The agenda for the meeting will be made available to the members much in advance and it shall be discussed and debated before the decision is arrived at. If any issue involves voting, it shall be decided by a majority of votes, the Chairman shall have a casting vote in addition to his/her vote as a member, in case of tie.
- 4.1(vii) **Record of Meetings:** Record of the business transactions of the Managing Council shall be maintained properly. Copy of the minutes of the meeting of the Managing Council shall be made available to the members and to the University.

4.2 EXTRA-ORDINARY MEETING

The Vice-Chancellor, whenever appropriate, may convene the meeting for the transaction of urgent business. The Member Secretary, under the direction of the Chairman shall send a notice 10 days in advance along with the agenda.

4.3 FUNCTIONS OF THE MANAGING COUNCIL

The Managing Council shall:

- 4.3.1. Discuss all academic matters pertaining to the program and ensure that its recommendations are implemented by the said Institution recognized by the University.
- 4.3.2. Plan the utilization of grants for Teaching, Equipments, Exchange, Furniture etc. to be specified by the Member Secretary.
- 4.3.3. Prepare general plan of work and time table.
- 4.3.4. Plan Research Activities/ Organize Seminars/ Conference/Workshops.
- 4.3.5. Discuss any other matter connected with the program or any new program proposed.

4.4 Designation of Member Secretary:

The person nominated or authorized by the Institution shall be the Member Secretary.

The Member Secretary shall be solely responsible for the smooth and efficient functioning of the Managing Council and shall implement all the recommendations/ decisions of the Managing Council.

5. FINANCIAL ARRANGEMENTS:

- 5.1 The MOU /Agreement shall have the clause that – *all fees shall be collected in the name of the institution recognized by the University through a bank demand draft.* The concerned institution shall pay the prescribed amount to the University as specified in the MOU along with the list of candidates for approval of admission.
- 5.2 A registration fee, eligibility fee, equivalence fee etc., as stipulated by the University in the fee structure notification shall be collected and paid to the University. This is subject to revision of fee structure by the University.

- 5.3 The Fees charged by University of Mysore for self-financed courses under different faculties shall form the guideline in working out fees for students. Actual expenses, which would be required to be incurred, would be taken into account and on this basis the final figure would be arrived at.
- 5.4 The payment schedule for the courses shall be decided by the Institution from time to time depending upon the duration and type of the program and the detail shall be submitted to the University of Mysore.
- 5.5 Students shall make all payments to the Institution as per the payment schedule and norms of the course.
- 5.6 The fee collected for the prospectus shall go to the Institution.
- 5.7 The Institution as per the enrollment statistics submitted to the University of Mysore shall deposit **30%** of the total course fee collected (excepting Registration fee and fees for value added services) and the University of Mysore shall not vary for different institutions excepting in certain cases which shall be decided by the Syndicate after examining the request of such institution. The institution shall justify its claim for such concession.
- 5.8 The fees collected by the said Institution after remitting the University amount shall utilize the remaining resources for providing all facilities to impart teaching/training and also to ensure quality and excellence.
- 5.9 The fee structure may vary if NRI/Foreign Students are admitted. The Institution shall provide details to the University and obtain approval of the University.
- 5.10 The Institution shall retain the fees collected for any value added service provided to the students. However, the total fee collected for such services shall not exceed the fee prescribed by the University.
- 5.11 The Institution shall collect the examination fee prescribed for the Purpose from every candidate and remit the same to the University of Mysore. The examination section shall arrange for the conduct of Examination as per the regulation approved by Academic Council.
- 5.12 The University shall ensure that the marks card, degree certificate etc., are issued to the candidates through the concerned Institution and it shall be on par with the regular programs of the University.

6. PERIOD OF RECOGNITION

Such recognition granted by the University shall not be for more than **4 academic years** from the date of signing the MOU / Agreement by both the parties. The same may however be renewed from time to time for not more than **4 academic years** by mutual agreement.

7. TERMINATION

7.1 Either Party may forthwith terminate this MOU / Agreement:

- If the other Party assigns or attempts to assign the whole or part of its interest under this MOU / Agreement; or
- If the other Party goes into liquidation or proceedings for insolvency / bankruptcy.
- If the other Party materially breaches the terms of this MOU / Agreement.

In the event of termination of this MOU / Agreement, both Parties shall, forthwith, cease to use and ensure that the other Party's name, mark or logo in any manner whatsoever as related to this MOU / Agreement, shall not be used by any person in any manner whatsoever.

7.2 **Survival of Obligations:** Any termination of the MOU / Agreement shall be on the understanding that Students who have already enrolled in any of the Courses as at the date of termination shall be entitled to complete their respective Courses and be eligible to appear for the assessment / examinations conducted and to obtain an award of the degree applicable for such Courses. The obligations of the Parties with respect to any such incomplete Courses shall continue to be in force during such period, notwithstanding any prior termination of the MOU / Agreement. However, if a student does not complete the examination within the duration of the course or within the duration of the MOU / Agreement, he/she shall have to appear for the examination only in the University of Mysore campus for the academic year commencing prior to the date of termination. All other obligations of the Parties which by their nature would continue beyond the termination, cancellation or expiration of this MOU / Agreement shall survive any such termination, cancellation or expiration.

8. LIABILITY

Neither Party shall be liable for any indirect, incidental or economic consequential damages (such as loss of profits).

9. DISPUTE RESOLUTION AND JURISDICTION

9.1 The Parties to this MOU / Agreement shall settle any dispute arising out of this MOU / Agreement through mutual negotiation and agreements. In case settlement is not arrived at, the dispute (s) shall be referred to a mutually acceptable sole arbitrator and the proceedings shall be in accordance with the provisions of the Arbitration and Conciliation Act 1996.

9.2 This MOU / Agreement shall be governed by the laws of India and both Parties are subject to the exclusive jurisdiction of courts in Bangalore / Mysore for the purpose.

10 . CONFIDENTIALITY

10.1 Any exchange of confidential information shall be made under and pursuant to a separately executed agreement for the exchange of confidential information.

10.2 Confidential records of the students, attendance records, semester transcripts, answer scripts, submitted assignments, project documents, and any materials or intellectual capital generated out of the project work or test/assignments pertaining to this course shall remain exclusive property of that institution only. University of Mysore shall have the right to retain one copy of the said attendance records, semester transcripts, answer scripts, submitted assignment and project documents for the purpose of maintaining records of the same for its internal audits and for no other purpose. Duplication of such items without prior written permission from the concerned institution is prohibited.

11. MISCELLANEOUS

11.1 **Notice:** Any notice or other information required to be given to the other party shall be given in writing and in the English language. Such notice may be provided, using any of the following:

- Registered post or a nationally recognized courier; or

- Telex, facsimile transmission, e-mail or comparable means of communication (provided that a confirmation copy of the same is sent by means specified in (a) above within 24 hours of transmission).
- Such notices when sent to each Party shall be at the address first above written

11.2 **Governing Law:** This Agreement shall be governed by the laws of India.

11.3 **Force Majeure:** If the performance of either party, of any of its obligations (not being an obligation to make any payment in terms of this Agreement) is prevented, restricted or interfered with by reason of an event of Force Majeure, then such party shall be excused from such performance to the extent of such prevention, restriction or interference; provided, however, that such party shall give prompt notice within a period of 7 (seven) days from the date of the Force Majeure occurrence to the other party of such Force Majeure, including a description, in reasonable specificity, of the cause of the Force Majeure; and provided further that such party shall use reasonable efforts to avoid or remove such cause of non-performance and shall continue performance under the Agreement whenever such Force Majeure event is removed. In the event such Force Majeure event is not removed within a reasonable period of time, the parties may with mutual consent in writing decide further course of action, and in the event of a dispute, the matter shall be resolved through arbitration under the relevant provision.

11.4 If any provision of this MOU / Agreement is held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall in no way be affected or impaired thereby as long as the intent of the parties can be preserved.

11.5 No waiver by any Party of any default with respect to any provision, condition or requirement hereof shall be deemed to be waiver of any other provision, condition or requirement hereof. No delay or omission of any Party to exercise any right here under on one occasion in any manner shall impair the exercise of any such right on any other occasion.

11.6 Notwithstanding anything contained in the Agreement, it is specifically and clearly agreed that: both the parties agree to abide by any order/statute/Rule/Regulation issued from time to time by the regulatory authorities.

12 INDEPENDENT CONTRACTORS

- This Agreement shall not be taken to create any joint venture, partnership or other similar arrangement and the Parties shall at all time stand in relation to each other as independent contractors. Neither of them is or shall be an employee or franchisee of the other. Neither of the Parties is or shall be or deemed to be or shall hold itself out to any third party as being the agent or legal representative of the other or have the authority to bind the other Party without the prior approval of that Party in each and every case or accept any liability whatsoever for activities of the other Party.
- Neither party is or shall be responsible for the debts incurred by the other or be bound by any contracts or representations made by the other or any obligations undertaken by the other. Neither party shall make any representation pertaining to the other or its business or affairs, without the written consent and approval of the other.

REGISTRAR

University of Mysore, Mysuru.

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Witness:
Signature:
Name and Address:

Witness:
Signature:
Name and Address