



# Memorandum of Understanding

## Between

Kalinga Institute of Social Sciences (KISS)

Deemed to be University

Bhubaneswar, Odisha.

and

Chamarajanagara University Suvarna Gangotri, Chamarajanagara - 571313, Karnataka This Memorandum of Understanding ("MoU") is made by and between:

Kalinga Institute of Social Sciences Deemed to be University (Which expression unless excluded or is repugnant to the context shall include its successors and assignees), on the First Part and Vice-Chancellor to be represented by the Chamarajanagara University, Suvarna Gangotri, Chamarajanagara - 571313, Karnataka, (Which expression unless excluded or is repugnant to the context shall include its successors and assignees) on the other part.

That, Kalinga Institute of Social Sciences (KISS) was accorded the Deemed to be University status, under Section 3 of the UGC Act, 1956 vide the Notification No. F. 9-14/2011-U.3 (A) dated 25<sup>th</sup> August, 2017 and holds the distinction as the first university in the world exclusively for the tribals. Kalinga Institute of Social Sciences (KISS) (The Parent Body) is registered under the Society Registration Act XXI of 1860, and accorded Special Consultative Status by the United Nations Economic and Social Council (UN-ECOSOC) and is also associated with the United Nations Department of Public Information (UNDPI). Kalinga Institute of Social Sciences (KISS) hereinafter referred to as KISS Deemed to be University having its office at KISS Higher Education Campus, KISS Campus-3, PO-KIIT, Bhubaneswar-751024, Odisha, India.

Each referred to individually as a "Party" and together as the "Parties" henceforth.

**Objective:** The MoU drawn up and agreed upon to establish academic and allied cooperation between Chamarajanagar University, Chamarajanagara - 571313, Karnataka and Kalinga Institute of Social Sciences (KISS) Deemed to be University, Bhubaneswar, Odisha.

### **ARTICLE 1: PURPOSE**

The purpose of this MoU is to enable cooperation between Chamarajanagara University, Suvarna Gangotri, Chamarajanagara - 571313, Karnataka and KISS Deemed to be University, Bhubaneswar, Odisha and to strengthen academic, research collaboration, students' exchange and other activities as found suitable upon mutual consent between KISS Deemed to be University and Chamarajanagara University, Suvarna Gangotri, Chamarajanagara - 571313, Karnataka.

### ARTICLE 2: SCOPE/AREAS OF COOPERATION

### **OBJECTIVES**

The MoU relates to proposed links between the Chamarajanagara University, Chamarajanagara - 571313, Karnataka and KISS Deemed to be University.

Both the parties propose to participate and co-operate in mutual discussions and joint activities with regard to the following:

Establishment of an Academic and Research partnership that provides opportunities for both the Universities to carry out and publish joint research papers, propose and administer joint research projects and develop joint patents.

## Responsibilities:

Both the parties do hereby agree to undertake the followings:

- Joint research, including publications and other appropriate activities, between staff and/or students from each institutions.
- Facilitate the exchange of staff, students and researchers for the purpose of teaching, study, research and extension activities.
- Undertake academic and research work jointly on issues relating to socio-economic exclusions, deprivations and inclusive growth of tribal and other backward communities, dalit literature and culture and so on.
- Provide laboratory, academic and research facility as well as infrastructure.
- Provide administrative support for growth of academic and research.
- Provide mentor advice and support to the other party for growth of its academic and research activities.
- Identification of areas of possible mutual academic and research interest.
- Identification of potential research opportunities and initiatives to take forward the activities.
- The dissemination of information and the sharing of experiences among staff and students.

Both parties also agree to encourage the following activities, in particular, to promote academic cooperation in the following areas:

- a) Institutional exchanges between students and staff;
- b) Organization of joint seminars, symposia, conferences, short courses and meetings on academic and research issues;
- d) Exchange of information pertaining to developments in teaching, student development and research activities and;
- e) Cooperation in any other areas as agreed to by both the Parties from time to time.

# ARTICLE-3. DURATION, TERMINATION AND AMENDMENT

- 1. This MoU will be effective from the date of signing by both parties for a period of 3 years, and may be subject to extensions by mutual consent in writing.
- 2. Either party may terminate this MoU by giving six (6) months advance notice in writing.
- 3. The provisions of this MoU may be amended at any time with the mutual consent of the parties in writing.

- 4. The amendment, termination and expiration of this MoU will not affect the terms of activities ongoing at the time of notification of amendment, termination or expiration, unless otherwise agreed upon between the two parties.
- 5. Any legal issue arising out of this MoU may be amicably settled at a court at Bhubaneswar, Odisha, India.

## **ARTICLE-4: INTELLECTUAL PROPERTY RIGHTS**

- 4.1 Intellectual Property Rights (IPR) generated during the Research, under this MoU shall be shared in accordance with the mutual understanding of the parties at the point of filing of the patent. General rules however could be following:
- 4.1.1. Joint Intellectual Property ("Joint IP"): the Parties shall agree that the application for patent registration and/or any other rights that can be registered shall be filed in joint names.
- 4.1.2. Chamarajanagara University, Chamarajanagara 571313, Karnataka shall file, prosecute, maintain and extend patents or other appropriate rights of registration concerning Intellectual Property Rights that have been developed jointly and shall keep KISS Deemed to be University informed about the status of all such actions. Similarly, KISS Deemed to be University, shall file, prosecute, maintain and extend patents or other appropriate register-able rights concerning such joint Intellectual Property Rights and shall keep Chamarajanagara University, Chamarajanagara 571313, Karnataka informed about the status of all such actions.

Both the parties shall execute necessary documents and provide its assistance in order to protect interest of both the Parties under this clause.

- 4.1.3. Joint patents would be owned jointly and both parties would have equal ownership in the same.
- 4.1.4. Neither Party shall withdraw the application for any patent nor any other applicable right filed pursuant to Section 4.1.3.
- 4.1.5. Both Parties shall have the right to use the Joint IPR, for their own use only.
- 4.1.6. Parties shall each take the consent of the other before sublicensing the Joint IPR, and pay the other a royalty depending on the valuation of their research contribution on mutually agreed price.
- 4.2 No Party shall acquire any ownership interest in any other Party's Background rights while performing joint research. Respective parties shall remain owners of their respective Background Rights.

#### **ARTICLE-5: CONFIDENTIALITY**

- 5.1 During the validity of this MoU and three [3] years thereafter, faculty of Chamarajanagara University, Chamarajanagara 571313, Karnataka undertakes on its behalf and on behalf of its students/employees/ associates/ representatives and KISS Deemed to be University undertakes on behalf of its students/employees/ associates/ representatives to maintain strict confidentiality and prevent disclosure thereof, of all the Confidential Information and data exchanged/ generated pertaining to Academic and Research work under this MoU for any purpose other than in accordance with the MoU.
- 5.2 Notwithstanding anything stated in this MoU, Chamarajanagara University, Chamarajanagara 571313, Karnataka, faculty members/ associates involved and KISS Deemed to be University's Faculty/ associates/ representatives shall not in any event disclose Confidential Information related to Intellectual Property to any third party.
- 5.3 The obligations set forth in this clause shall survive any termination or expiration of this MoU for a period of three years.

### **ARTICLE-6. SPECIAL PROVISIONS**

- 1. Modalities of each type of collaboration, associated activities and financial aspects shall be mutually agreed upon on a case-by-case basis in separate Memorandum of Agreements (MoA).
- 2. Each party will take approval from the other party in writing to use the latter's name and logo for the activities here under on a case-by- case basis.
- 3. Both parties here shall do their utmost to ensure the smooth and efficient implementation of the mentioned programs.
- 4. The two parties will consult with each other for any subsequent associated agreement informally and attempt to resolve disputes or misunderstandings that may arise in the administration of this MoU or any subsequent associated agreement informally.

### ARTICLE-7. FINANCIAL IMPLICATIONS

- 7.1 This Memorandum of Understanding shall not give rise to any financial obligation by one Party to the other.
- 7.2 Each Party shall bear its own cost and expenses in the implementation of this Memorandum of Understanding.

This MoU is prepared in two identical sets. Each party holds one original copy.

For Chamarajanagara University, Chamarajanagara

IN WITNESS WHEREOF, the undersigned parties have each set their hand to this MEMORANDUM OF UNDERSTANDING on the 11<sup>th</sup> August 2023 KISS Deemed to be University, Bhubaneswar and Chamarajanagara University, Chamarajanagara - 571313, Karnataka.

For and on Behalf of

Vice-Chancellor wersity  Vice-Chancellor wersity  Chamarajanagarajanagara  Chamarajanagarajanagara	
For KISS Deemed to be University	
VICE-CHANCELLOR KISS (Deemed to be University) BHUBANESWAR	
In the presence of the Vice Chancellor and Registrar of both the Universities	
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1. Vice Chancellor, KISS Deemed to be University	1. Vice Chancellor, Chamarajanagara
	University
	Short.
2. Registrar, KISS Deemed to be University	2.Director, Planning, Monitoring and Evaluation Board (PMEB),

KISS (Deemed to be University)
BHUBANESWAR

Director
Planning, Monetary & Evaluation Board
Chamarajanagara University
Chamarajanagara - 571 313

Chamarajanagara University