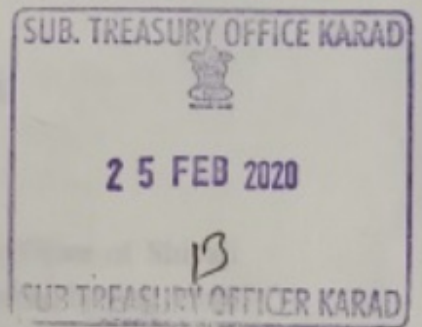




महाराष्ट्र MAHARASHTRA

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MEMORANDUM OF UNDERSTANDING
BETWEEN

KRISHNA INSTITUTE OF MEDICAL SCIENCES "DEEMED TO BE UNIVERSITY",
MALKAPUR, KARAD - 415539, MAHARASHTRA, INDIA,

AND

SADGURU GADAGE MAHARAJ COLLEGE, KARAD
(AN AUTONOMOUS COLLEGE- Affiliated to Shivaji University, Kolhapur)
VIDYANAGAR, Pin-415 124, Dist. Satara(M.S.) INDIA P.O. Box No.3

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जाडपत्र-१/ Annexure-1

खालील शिक्का प्रतिज्ञापत्रासाठी वापरण्यात येणाऱ्या मुद्रांकावर लक्षात घ्या

फक्त प्रतिज्ञापत्रासाठी (अनुच्छेद-४) / Only For Affidavit (Article-4)

प्रतिज्ञापत्र कोणाकडे सादर करावयाचे (For submitting to) - जुडिसिअर

प्रतिज्ञापत्रासाठीचे कारण- (Reason for Affidavit) - REGISTRAR

मुद्रांक विकत घेणाऱ्याचे नांव - Krishna Institute of Medical Sciences राहिल्याची पत्ता - दरजे ३१५५२१०११६५५

Stamp Purchaser's Name - "Deemed To Be University", Karadi - दरजे ३१५५२१०११६५५

मुद्रांक विक्री बाबतची नोंद बही अनु क्रमांक - ३९५५ Date - 26 FEB 2020

Serial No. - ३९५५ Date - 26 FEB 2020

मुद्रांक विकत घेणाऱ्याची सही - X [Signature] Date - 26 FEB 2020

Stamp Purchaser's Sign - X [Signature] Date - 26 FEB 2020

श्री. डॉ. शि. सुर्वेची परवानगीसह मुद्रांक विक्रेत्याची सही X
मुद्रांक क्र. - २३०३०२०/२००१ तसेच मुद्रांक विक्रीचे ठिकाण/पत्ता - दुय्यम निबंधक काराड क्रमांक १

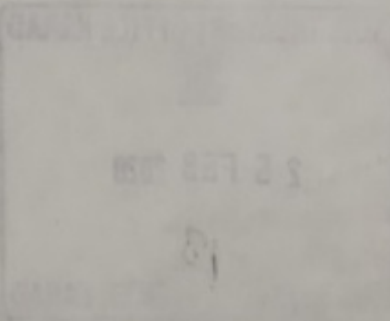
मुद्रांक क्र. - २३०३०२०/२००१ तसेच मुद्रांक विक्रीचे ठिकाण/पत्ता - दुय्यम निबंधक काराड क्रमांक १

या कागदावर जप्त मुद्रांक खरेदी केला त्याची त्याच कारणासाठी मुद्रांक खरेदी केल्यापासून ६ महिन्यात कागदोपलब्ध राहणे आवश्यक आहे।

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MAHARASHTRA



MAHARASHTRA
REGISTRAR
KARADI
दुय्यम निबंधक काराड
मुद्रांक विक्रीचे ठिकाण/पत्ता -
दुय्यम निबंधक काराड क्रमांक १



THIS MEMORANDUM OF UNDERSTANDING (hereinafter referred to as "MOU") is made on this 7th day of March, 2020 at KIMSDU

BETWEEN

KRISHNA INSTITUTE OF MEDICAL SCIENCES "DEEMED TO BE UNIVERSITY", KARAD, MAHARASHTRA, INDIA

an University declared U/s 3 of UGC Act, 1956 vide notification No.F-9-15/2001-U,3 Of the Ministry Of Human Resource Development-Govt. of India, Accredited by NAAC with 'A' Grade (CGPA:3.20 on 4 point scale), An ISO 9001:2015 certified university, Malkapur, Karad, Dist. Satara, 415124, Maharashtra, India, hereinafter referred to as "KIMSDU" represented by Dr. M. V. Ghorpade, aged 52 years working as Registrar (which expression shall unless the meaning or context otherwise requires shall mean and include its successors and assigns)of the **First Part;**

AND

**SADGURU GADAGE MAHARAJ COLLEGE, KARAD,
MAHARASHTRA, INDIA.**

Established in June 1954, Sadguru Gadage Maharaj College, Karad, an affiliate of Shivaji University, Kolhapur, is a multifaculty premier institute of higher education, having more than 13,000 students on its rolls. The college is recognized by the University Grants Commission under Section 2F and 12(B) of U.G.C. Act and Accredited "A+" with, CGPA 3.63 by NAAC, Bangalore. An ISO 9001:2015 Certified College, from June 2019 gets an academic autonomous status by U.G.C.Vidyanagar, Karad, Dist. Satara, 415124, Maharashtra, India, hereinafter referred to as "SGM" represented by Dr. Mohan Rajmane aged 57years working as Principal (which expression shall unless the meaning or context otherwise requires shall mean and include its successors and assigns) of the **Other Part;**

"KIMSDU" and "SGM" are hereinafter also referred to individually as "Party" depending on reference and collectively as "Parties".

WHEREAS, it is the objective of the KIMSDU to disseminate, create and preserve knowledge and understanding by teaching, research, extension and service and by effective demonstration and influence of its corporate life on society;

AND WHEREAS, the SGM and KIMSDU has power to co-operate or collaborate with any other University, institution, authority or organization for research and advisory services and

M. V. Ghorpade



for such purposes to enter into appropriate arrangement with other Universities, institutions, authorities or organizations to conduct certain courses as the situation may demand;

AND WHEREAS, the SGM and KIMSDU has power to provide for the training and quality improvement of teachers and non-teaching employees;

AND WHEREAS, to achieve this goal and objective it is decided to collaborate with the renowned and reputed foreign Universities, institutions and organizations of health sciences for training of faculties and students of affiliated health sciences colleges / recognized institutes by means of teachers (faculty) and students exchange programmes, research programmes and conferences etc.;

AND WHEREAS, the KIMSDU andSGM are discussing a potential for association between themselves for establishing collaboration in the field of training of faculty and students by adopting and designing their exchange programme;

AND WHEREAS, the goal of this collaboration is to foster co- operation and facilitate advancement of knowledge, skill and ideas for betterment of health of the society and common man;

AND WHEREAS, it is agreed by mutual discussion between KIMSDU and SGM to establish a formal collaboration;

AND WHEREAS, the parties hereto agreed that detailed terms and conditions guiding the activities identified above shall be designed and formulated separately through mutual discussion;

AND WHEREAS, the parties, hereto are desirous to enter into a formal Memorandum of Understanding (MoU) of collaboration, in writing;

NOW THEREFORE, THIS MEMORANDUM OF UNDERSTANDING WITNESSETH AND IT IS HEREBY AGREED BY AND AMONG THE PARTIES HERETO, AS UNDER:

1. **OBJECTIVES:-**

- a) KIMSDU and SGM will encourage direct contact and cooperation between faculty members, staff and students of the KIMSDU, affiliated colleges and recognised institutions of the KIMSDU and SGM.
- b) To Exchange of invitations of lectures, seminars, workshops, conferences, symposia and other academic programmes;

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- c) To Exchange of faculty members and students for study, teaching and research;
 - d) To start joint research activities, publications, library and data exchange;
 - e) Any other specific academic activity related with study, teaching and research designed and mutually agreed between the parties.
2. Both the parties will be entered into separate and specific written agreement to govern any specific activity to be initiated to achieve the objectives mentioned above. The terms and conditions of such agreement will be separately determined by mutual discussion and consent of both the parties. Such agreement shall come into effect from the date of signing of the -detailed and specific MoU.
 3. KISMDU on its own or with the help other agencies conduct health camps and provide financial discounts up to 20% in its hospital to the staff and students of SGM in health check-up and hospital treatment.

4. **STATUS:-**

This MoU is not intended to be legally binding and no legal rights or obligations shall arise as a result of its terms except that clause 4 to 9 below shall be binding. It is the intension that a formal, legally binding agreement will be entered into between both the parties to govern arrangements between them in respect of each specific activity mentioned in the objectives of this MoU.

5. **COSTS:-**

Each party shall bear its own costs and expenses in fulfilling this MoU.

6. **INFORMATION SHARING AND CONFIDENTIALITY:-**

- a) Each party shall keep secret all confidential information belonging to the other party, which is shared between them, and all shared information shall only be used for the purpose of fulfilling this MoU. This obligation to keep secret will not apply to information that a party is required by law or a competent court or other appropriate authority to disclose. However, this obligation will be continued after termination of MoU.

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- b) Each party will ensure that any publicity is accurate and not misleading and does not contain reference to the other party (including name and logo) without its prior written consent.

7. **INTELLECTUAL PROPERTY:-**

Unless and otherwise agreed in writing in relation to specific project or academic activities, all intellectual property belonging to a party providing it to other party, on or after the date of this MoU shall remain the property of the party providing it. Any intellectual property rights created in the course of activities anticipated by this MoU shall vest in the party which or whose employee created them.

Intellectual property either related individual's employment responsibility, or resulting from activities performed of Krishna Institute of Medical Sciences (Deemed University) time or with support by state funds, or from using Krishna Institute of Medical Sciences (Deemed University) facilities is subject to ownership by the University.

Before intellectual property subject to ownership by the Registrar is disclosed to any party outside the KIMSDU to the public generally and detailed disclosure of such intellectual property to the IPC for determination of the interests of KIMSDU

With Respect to intellectual property in which the KIMSDU asserts an interest, The IPC cell how, when and where the intellectual property is to be commercialized.

The KIMSDU shall bear all expenses from process of patent filing to award and commercialization.

In those instances where KIMSDU licenses rights in intellectual property to third parties, the costs of securing the property, licensing, including the costs to operate and support a technology transfer office and IPC, and the costs of obtaining a patent or other protection for the property on behalf of the University shall first be recaptured from the royalties or license payments received by KIMSDU and the remainder of such income (including, but not limited to, license fees, prepaid royalties, minimum royalties, running royalties, milestone payments, and sublicense payments) shall be decided among them as and when situation arises.



Cumulative Net Income	Inventor/ Inventors	Department of Inventor/Int. Inventor	KIMSDU/SGM
Rs.1- Rs. 1,00,000	40%	20%	40%
Rs.1,00,000- Rs. 4,00,000	30%	30%	40%
Above Rs. 4,00,000	20%	30%	50%

The division of royalties from patents or other intellectual property managed by IPC will be controlled by the KIMSDU agreement with such concern, as approved by the prior approval of the IPC.

In the event that two or more persons are entitled to share royalty income pursuant to above paragraph and such cannot agree on an appropriate sharing agreement as evidenced by a clear and unequivocal written agreement transmitted to the departmental or the IPC or if inventors located at two or more component institutions, that portion of the royalty income to which the creators are entitled under this policy will be distributed to such persons in both the parties time to time.

The portions of the net income the KIMSDU retains from royalties as per royalty clause and any other intellectual property-related income shall be shared by the department where the income-producing creation originated for research and other purposes approved by the IPC in accordance with standard budgetary policies. At the option of the department, such income may be accumulated in an endowment fund with the income to be distributed to the particular department for such purposes as may be approved by the Board of Management and incase of two institutions shall decided by mutual consultation and as per policy of KIMSDU.

7. REGULATORY:-

a) Neither party will treat any person or group of person less favorably than other or make any discrimination on the grounds of race, religion, caste, ethnic belief, sex, disability, nationality color or marital status.

b) Each party will comply with all applicable laws and regulations of INDIA



there is difference of provision is arises in any law or regulation of the country of any party, such difference shall be settled amicably by mutual discussion and necessary amendment to that effect shall be carried out separately.

8. TERM, EFFECTIVE DATE AND TERMINATION OF AGREEMENT:-

This MoU shall become effective from the date of its signing by the representatives of both the parties and shall be remained inforce for the period of FIVE years from the date of its signing. Either party shall terminate this MoU by serving written notice on the registered address of other party and it shall be treated as terminated after the notice period or after completion of any undergoing collaborative programme, as the case may be. The notice period shall not be less than 30 clear days. In such situation both the parties shall act reasonably, that any action or omission of any party shall not affects the good reputation of other party.

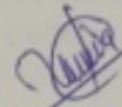
9. Any doubt, difference or dispute arises with respect to any term mentioned in this MoU shall be settled by mutual discussion between the signatories or authorised representatives of both the parties, however if such doubt, difference or dispute is not resolved amicably the MoU shall be treated as terminated with the consent of both the parties. This MoU shall be governed by and construed in accordance with the laws of INDIA and the Indian courts shall have exclusive jurisdiction.

M. Ramesh



IN WITNESS WHEREOF THE PARTIES HERETO HAVE HEREUNDER SET AND SUBSCRIBED THEIR RESPECTIVE HANDS AND SEAL ON THE DAY AND THE YEAR FIRST HEREINABOVE WRITTEN.

Signed, sealed and delivered On behalf of Krishna Institute Of Medical Sciences "Deemed To Be University", Karad, Maharashtra, India by its Registrar



REGISTRAR

Krishna Institute of Medical Sciences
"Deemed To Be University", Karad

Registrar

Krishna Institute Of Medical Sciences
"Deemed To Be University", Karad,

In the presence of the witness: -

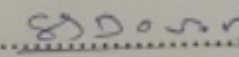
Name of the witness

: Smt. Sujata S. Dore

Address of the witness

: A/0 - Malkapur, Tal -
Shahuwadi, Dist - Kolhapur.

Signature of witness

: 

Date

: 07/03/2020

Signed, sealed and delivered On behalf
of Sadguru Gadage Maharaj College,
Karad, Maharashtra, India by its
Principal

M. G. Gadage
प्राचार्य
स. गा. म. कॉलेज, कराड
Principal,
Sadguru Gadage Maharaj
College, Karad

In the presence of the witness: -

Name of the witness : *Dr. S. V. Kakade*
Address of the witness : *Dept. of Comm. Med.
KIMS, Karad*
Signature of witness : *Kakade*
Date : 07/03/2020