

GNANA SAMANVAYA

COLLABORATION AGREEMENT

This Collaboration Agreement ("Agreement") is executed and entered on this the 6th day of November, 2015, ("Effective Date") at Bengaluru **BY AND BETWEEN**

Principal Secretary to Government, Education Department (Higher Education), Government of Karnataka, having its office at 6th Floor, M.S. Building, Dr. B.R. Ambedkar Veedhi, Bengaluru – 560 001 (hereinafter referred to as "GOK") on the First Part;

Private and Deemed Universities in Karnataka listed in **Annexure 1** to this Agreement (hereinafter referred to as "**Partner Universities**" or "**PU's**") and represented by their respective Chancellor / Vice-Chancellor / Registrar on the Second Part.

And

Universities and other **Higher Education Institutes** of the Government of Karnataka listed in **Annexure 2** to this Agreement (hereinafter referred to as "**Coordinating Universities**" or "**CU's**") and represented by their respective Chancellor / Vice-Chancellor / Registrar on the Third Part;

WHEREAS the Government of Karnataka is keen on introducing reforms to improve the quality of higher education in Government Colleges and other educational and academic institutions of higher education, that are presently a constituent of or affiliated to one or more CUs (hereinafter referred to as "Government Educational Institution" or "GEI"), and to build greater linkages between educational institutions and the society they serve, more particularly those located in the rural and semi-urban areas of the State.

AND WHEREAS GOK has held discussions with the Coordinating Universities (CUs) and various Private and Deemed Universities (the Partner Universities), in Karnataka, to adopt and partner with one or more Government Educational Institution with a view to develop a strong, collaborative relationship between them and the partner private/deemed University.

AND WHEREAS the PUs are willing, based on the representations made by GOK, to adopt and partner with one or more GEI presently affiliated with one or more CUs to enhance the quality of the GEIs' academic and research activities through a collaborative relationship including the developing and offering of programs in higher education so that its students are equipped with



both theoretical knowledge and practical skills and experience, an integrated approach to academics, research, training, real life problem solving and entrepreneurship.

AND WHEREAS the GOK and the CUs, through this Collaboration Agreement, have agreed to co-ordinate the activities contemplated under this Agreement with the Partner Universities such that the GEI(s) can take advantage of the knowledge and skills that PUs are willing to offer to the GEI(s) to further the intended objectives of this Agreement.

1) Definitions:

- a) "GOK" means the Education Department, Higher Education, Government of Karnataka;
- b) "Coordinating University" shall mean the Government University or Universities to which the particular Government Educational Institution is presently affiliated with or is a constituent of;
- c) "GEI" shall mean one or more of the Government Educational Institutions located within the State of Karnataka
- d) "Confidential Information" means any information in any form that is disclosed to Recipient by or on behalf of Discloser that is not generally known including, without limitation, trade secrets, knowhow, samples, techniques, work flows, protocols, specifications, drawings, designs, design concepts, processes and testing methodologies including any information specifically marked "Confidential" or "Proprietary" at the time of disclosure.
- e) "Discloser" means the Party disclosing the Confidential Information.
- f) "Intellectual Property" includes any idea, process, trademark, service mark, ABC invention, technology, computer hardware and software, original work of authorship, design, formula, discovery, patent, copyright, product, work flows, protocols and all improvements, knowhow, rights and claims related to the foregoing.
- g) "Recipient" means the Party receiving the Confidential Information.
- h) "Party": GOK, Coordinating University, Partner University or GEI are individually referred to herein as a 'Party' and collectively as the 'Parties'.
- i) "Partner University" shall mean the private or deemed university and its associate institutes in the state of Karnataka which is participating in this agreement.

2) Scope of the Agreement:

- 2.1 The overall purpose of the collaboration is to contribute to the improvement of quality of the GEIs. The areas of collaboration between the PUs and the participating GEI(s) may include one or more of the following areas of education, training or research programs.
 - a) Providing mentorship to students and Faculty members on academic and research topics;



- b) General and industry-relevant Skill development programmes;
- c) Soft Skills training programmes;
- d) Local Community development programmes, awareness programmes, health and welfare camps and programmes etc.;
- e) Establishing resource centres including language training centres, communication centres, knowledge hubs, libraries or other infrastructural facilities that will benefit students, faculty members and local communities at large;
- f) Providing linkages with industries, corporate entities and other agencies for enhancing the quality of education and research activities;
- g) Career counselling;
- h) Facilitating student and teacher exchange programmes, training and development programmes on best practices in academics, research, training and other activities etc.,
- i) Encourage participation by students and teachers in various conferences, seminars, symposia, workshops conducted by the PU;
- j) Provide support and/or jointly conduct Seminars, Training workshops, Conferences, Publications and other such activities with the GEI(s);
- k) Generally extend academic, technical and administrative support to students, faculty members, research scholars and other members of participating GEI(s) for such activities that enhance capabilities and skills by providing access to PU's infrastructural facilities, e-content and other teaching and other infrastructural resources wherever possible to supplement the above activities.
- l) International Centre in the University, best practices on recruitment and methods to be shared with State Universities for mutual benefit or vice versa

2.2 The collaborations detailed in **Clause 2.1** above shall be governed by the detailed Terms and Conditions described within this Agreement.

2.3 GOK, in consultation with the CUs and PUs, will finalize the names of the Districts and the participating GEIs from each District that will partner with each of the PUs to undertake the activities under this Agreement. The initial list of Districts allotted to the PUs is attached as Annexure 3 to this Agreement. GOK along with the CUs and PUs may, by mutual discussion and agreement revise the names of the Districts allotted and/or the participating GEIs and inform the concerned PUs, in writing, as appropriate from time to time.

2.4 The CUs, GEIs and PUs shall, by mutual agreement, discuss and agree upon the specific areas, activities or programmes where the cooperation and/or collaboration will occur and the manner in which each of these will be undertaken. CUs hereby agree to make every effort to coordinate the smooth and orderly implementation of these programmes with the GEIs and PUs concerned.



3) Terms and conditions for this Agreement.

a) Voluntary nature of Collaboration:

The Parties hereto agree that the services provided by PUs under this Agreement are purely on a voluntary basis and no legal obligations on PUs arise under this Agreement.

b) Documentation for Activities undertaken:

The collaborating CIs, GEIs and PUs concerned shall prepare and sign off on appropriate documents to evidence the specific terms and conditions, they have mutually agreed upon, for each activity or programme they undertake, in terms of this Agreement, before commencing such activity.

c) Relationship between the Parties:

Nothing in this Agreement is intended to or shall operate to create a partnership or joint venture of any kind between the Parties or between PUs and GEI(s) or to authorize any Party to act as agent for the other, and no Party shall have authority to act in the name or on behalf of or otherwise to bind the other in any way.

d) Intellectual Property:

Each Party owns, and will continue to own the Intellectual Property that it owned prior to this Agreement, or that it created or acquired independently of its obligations pursuant to this Agreement (collectively, "Retained Rights"). All Retained Rights not expressly transferred or licensed herein are reserved to the respective owner.

Where any Intellectual Property is generated as a result of the collaboration activities undertaken under this Agreement such Intellectual Property shall either be jointly owned by the GEIs and PUs or on such specific terms and conditions of ownership as the GEIs and PUs shall agree upon, in writing, before the commencement of each such activity or programme.

e) Additional Requests:

Any requests exceeding the scope of this Collaborative Agreement will be discussed between the Parties hereto prior to the commencement of work on such requests.

f) Others:

The Terms of working as between the Parties on any other matter not covered in this Agreement shall be agreed by mutual discussions. Any approvals to be obtained by any of the Parties from any other Party shall be obtained in writing and no verbal approvals shall be accepted or binding.



4) Representations by GOK and CUs on behalf of GEI(s):

GOK and CUs agree and hereby make the following representations to the concerned PUs:

a) Confidential Information:

During the course of the implementation of this Agreement PUs may be required to exchange information that may be considered to be confidential and/or proprietary in nature. GOK and/or CUs will cause the participating GEI(s) to execute a Confidentiality and Non-Disclosure Agreement in favour of the concerned PUs whenever required before information of this nature is shared with GEI(s).

b) Use of facilities:

GOK and CUs agree to advise all GEI(s) that their representatives, when on a visit to a PU's premises or other location where any activity is conducted by PU for the benefit of GEI(s), shall be subject to PU's or the Other Party's badge and pass requirements, in effect at the site visited, pertaining to the use of facilities.

c) Liability:

GOK and CUs agree and hereby confirm that the PUs shall not be liable under any circumstances for any personal or property injury or damage done or suffered arising out of or during the course of any visit by GEI(s) Students, employees and/or other members when on the Premises of PU or such other location where any activity contemplated under this Agreement is undertaken. The GEI(s) will be liable for any damage or loss caused by its participants or representatives to any equipment or property of the PU caused due to negligence, mishandling or failure to follow proper instructions.

5) Force Majeure:

None of the Parties hereto shall be held responsible for non-fulfillment of their respective obligations under this Agreement due to the exigency of one or more of the force majeure events such as but not limited to Acts of God, war, flood, earthquakes, strike, lockouts, epidemics, civil commotion, etc., provided on the occurrence and cessation of any such events, the party affected thereby shall give a notice in writing to the other party within one month of such occurrence or cessation. If the force majeure conditions continue beyond six months, the parties shall then mutually decide the future course of action.



6) Effective date, Duration, Amendments & Termination of the Agreement:

a) Duration:

GOK, CUs and PUs have agreed that this Agreement shall be valid for an initial period of **TWO Years** commencing from the Effective Date. This Agreement may be renewed for further periods of time on such terms and conditions as the Parties hereto agree upon by mutual discussion and consent.

b) Termination:

This Agreement may be terminated by the Parties by mutual consent in writing or by giving prior, written notice of one month.

Notwithstanding anything stated herein, the obligations of confidentiality, non-disclosure and non-use of Confidential Information shall survive for a period of five (5) years from the expiry of the Term.

c) Amendments:

This Agreement may only be amended, altered or modified with the prior, written consent of the Parties hereto.

7) Governing Law and Dispute Resolution:

a) This Agreement shall be governed by the laws of the Republic of India and both parties agree to the jurisdiction of the Courts in Bangalore.

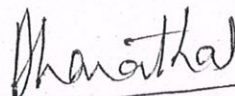
b) The parties agree to resolve any disputes amicably and by mutual discussion.

IN WITNESS WHEREOF this Collaboration Agreement has been executed by the duly authorised representatives of the Parties.

For and on Behalf of:

A) Party of the First Part

Education Department: (Higher Education), GOK



Authorized Signatory

Name:

Title:

BHARAT LAL MEENA
Additional Chief Secretary to Government
Education Department,
(Higher Education)



7. Dayanand Sagar University,
Bangalore



Authorized Signatory
Name: **Dr. Akumar Mathada**
Title: **Registrar**

ALLIANCE UNIVERSITY

Bangalore

Dr. V. Krishna Murthy, M.Sc, Ph.D.
Registrar

PES University

Authorized Signatory
Name: **100 Feet Ring Road, BSK III Stage**
Title: **Bangalore - 560 085.**

8. P.E.S. University, Bangalore

9. Rai Technology University,
Bangalore

Authorized Signatory
Name: **DR. RUPA VASUDEVARAJU**
Title: **VICE CHANCELLOR.**



10. Jain University, Bangalore

Authorized Signatory
Name:
Title:

NVH Krishnan
Registrar
Jain University

Jakkasandra Post, Kanakapura Talu
Ramanagara Sidtrict-562 112, Karnat

11. Sri Siddhartha Academy of
Higher Education, Tumkur

Authorized Signatory
Name: **Sri Siddhartha Academy**
Title: **of Higher Education**
TUMKUR - 572 107, KARNAT.

12. Manipal Academy of Higher
Education, Manipal

Authorized Signatory
Name:
Title:

13. Christ University, Bangalore

Authorized Signatory
Name: **JOHN J**
Title: **Registrar**
Christ University (Deemed)
Bangalore - 560 029

