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KARNATAKA SCIENCE AND TECHNOLOGY PROMOTION

SOCIETY

Article 4 Affidavit

MEMORANDUM OF UNDERSTANDING

(Zero)

UNIVERSITY OF MYSORE MYSURU

KARNATAKA SCIENCE AND TECHNOLOGY PROMOTION

SOCIETY

KARNATAKA SCIENCE AND TECHNOLOGY PROMOTION

SOCIETY

(One Hundred only)







Please write or type below this line

Memorandum of Understanding

The Memorandum of Understanding is made on 19th June, 2024

Between

The University of Mysore, Mysuru having its registered office at Mysuru, Karnataka represented herein by its Registrar (here in after referred to as the University of Mysore) of the one part:

The Karnataka Science and Technology Promotion Society (KSTePS), Vijnana Bhavan, Banashankari, 2nd Stage, Bengaluru-560 070, Karnataka now being represented by its Managing Director (here in after referred to as Karnataka Science and Technology Promotion Society (KSTePS) of the two part:

Managing Director

Karnataka Science and Technology Promotion Society

rtificate should be verified at 'www.shcilestamp.com' or using e-Stamp police Electronics, T.BT & Science and Technics on the website / Mobile App renders in Walland Government of Karnataka legitimacy is on the users of the certificate.

repancy please inform the Competent Authority

The University of Mysore, Mysuru and Karnataka Science and Technology Promotion Society (KSTePS), Bengaluru (here in after referred to singularly as the Participant and collectively as the Participants

University of Mysore

The University of Mysore is among the famous, prestigious and very few oldest universities in India. It was established in 1916 as a result of the efforts made by the benevolent and visionary Maharaja of erstwhile Princely State of Mysore His Highness Shri Nalvadi Krishnaraja Wadiyar - IV and the then Diwan Sir M. Visvesvaraya. University of Mysore is the first University in Karnataka State to be Accredited by NAAC. On the recommendations of Karnataka Knowledge Commission, the Karnataka Government has considered University of Mysore as an "Innovative University". Current Science has ranked University of Mysore as one of the top 20 Universities in Scientific and Research endeavours.

KARNATAKA SCIENCE AND TECHNOLOGY PROMOTION SOCIETY (KSTePS)

Karnataka Science and Technology Promotion Society (KSTePS) is an autonomous organization of Department of Science and Technology (DST), Govt. of Karnataka established under the Societies Registration Act 1960 in 2013. KSTePS aims at serving as a mechanism for supporting the preparation and implementation of policy initiatives of Department of Science and Technology and act as a nodal agency in channelizing the funding and coordinating the programmes of the Department across the State. It has also been entrusted to identify priority areas of science and technology, which are useful for long term development of the State towards developing core competency in such advanced areas. KSTePS is Chaired by Secretary to Govt., Department of Electronics, Information Technology, Biotechnology and Science & Technology with members drawn from various line Departments. Director, DST is the Member Secretary and Managing Director of KSTePS.

WHEREAS

1. To portray the growth of science and technology and their application in industry and human welfare, with a view to develop scientific attitude and temper and to create, inculcate and sustain a general awareness amongst the people

2. To create awareness & enhance public understanding, appreciation & engagement of

public in the process of Science & Technology

3. To popularize science and technology for the benefit of students and for the common man of the region by organizing exhibitions, seminars, popular lectures, science camps and various other programs

4. **To supplement science education given in schools** and colleges and to organize various out-of-school educational activities to foster a spirit of scientific inquiry and creativity among the students

5. To design, develop and fabricate science museum exhibits, demonstration equipment and scientific teaching aids for science education and popularization of science

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Registrar
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6. To organize training programmes for science teachers/ students/ young entrepreneurs/ technicians/ physically challenged/ housewives and others on specific subjects of science, technology and industry

Have REACHED THE FOLLOWING COMMON UNDERSTANDING:

ARTICLE 1 OBJECTIVE

The Participants, subject to the terms of this Memorandum of Understanding and the laws, rules, regulations and policies from time to time in force, endeavor to construct a Science Center Category- II as per the guidelines of Scheme for Promotion of Culture of Science (SPoCS) of National Council of Science Museum (NCSM), Ministry of Culture, Government of India (Guidelines is attached in Annexure- 1) on the identified piece of land (Annexure No- 2) owned by the University of Mysore; and to cooperate with each other for science education, outreach and other scientific collaborative activities.

ARTICLE 2 AREAS OF COOPERATION

Each participant will, subject to the terms of this Memorandum of Understanding and the laws, rules, regulations and policies from time to time in force, governing the subject matter in their respective agencies, endeavor to take necessary steps to encourage and promote co-operation for the following areas:

- a) Construction and establishment of Science Center Category- II as per SPoCS Guidelines by NCSM, on the identified/earmarked land owned by the University of Mysore led by KSTePS.
- b) Cooperation to jointly carry out science education, outreach and other scientific collaborative activities, along Science Center.
- c) Any other areas of cooperation to be mutually agreed upon by the Participants in accordance with the objective of the Memorandum of Understanding.

ARTICLE 3 FORMS OF COOPERATION

Subject to the terms of this Memorandum of Understanding and laws, rules, regulations and policies from time to time in force, co-operation under this Memorandum of Understanding will take the following forms:

- Planning, execution and construction of Science Center Category- II as per SPoCS guidelines by NCSM, on the land of University of Mysore, an effort that will be led by the KSTePS;
- b) Cooperating with each other for the joint operation of Science Center Category-II as per SPoCS guidelines of NCSM and carry out science education, outreach and other scientific collaborative activities in Mysore University and its affiliated institutions.

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Mysoru

Managing Director

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Government of Kamataka

- c) Exchange experts, trainings and information on the area of co-operation;
- d) Any other forms of co-operation in accordance with the objective of this Memorandum of Understandings as set out in Article 1, to be mutually agreed upon by the Participants.

ARTICLE 4 IMPLEMENTATION

- 1. The Participants mutually agreed that the areas of co-operation under this Memorandum of Understanding will be carried out in the manner to be jointly decided upon by the Participant.
- 2. In addition, the Participants may conclude specific implementing Arrangements (hereinafter referred to as "subsidiary agreements") that are to be jointly decided upon for the purpose of implementing programmes and/or projects to be undertaken pursuant to the provisions of this Memorandum of Understanding. Such subsidiary agreements may inter alia define the relevant modalties regarding the programmes and/or projects concerned.

ARTICLE 5 FINANCIAL ARRANGEMENTS

KSTePS will be responsible for the overarching advisory on all respect to the establishment of Science Center Category- II, including funding as per SPoCS guidelines of NCSM. The University of Mysore shall provide the identified piece of land under the revenue model besides providing non-financial cooperation for the activity.

ARTICLE 6 PARTICIPATION OF THIRD PARTY

Either Participant may invite the participation of a third party in the joint projects and/or programmes being carried out under this Memorandum of Understanding upon the agreement of the other Participant. In carrying out such joint projects and/or programmes, the Participants will ensure that the third party will comply with the provisions of this Memorandum of Understanding.

ARTICLE 7 PROTECTION OF INTELLECTUAL PROPERTY RIGHTS

- 1. The protection of intellectual property rights shall be enforced in conformity with the existing laws, rules, regulations and policies of India.
- 2. The use of the name, logo and/or official emblem of any of the Participants on any publication, documents and/or paper is prohibited without the prior written approval by either Participant. It may however be ensured that the official emblem and logo is not misused.
- 3. The intellectual property rights in respect of any technological development, products and services development, carried out:

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Government of Karnataka

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University of Mysore
Mysuru

- a. Jointly by the Participants or research results obtained through the joint activity effort of the Participants, shall be jointly owned by the Participants in accordance with the terms to be mutually agreed upon, and
- b. Solely and separately by the Participant or the research results obtained through the sole and separate effort of the Participant, shall be solely owned by the Participant concerned.

ARTICLE 8 CONFIDENTIALITY

- 1. Each Participant shall observe the confidentiality and secrecy of documents, information and other data received or supplied to the other Participant during the period of the implementation of this Memorandum of Understanding or any other agreements made pursuant to this Memorandum of Understanding.
- 2. Both participants agree that the information obtained from joint activities shall not be shared with a third party without prior written confirmation from both parties.
- 3. Both Participants agree that the provisions of this Article shall survive the expiry or termination of this Memorandum of Understanding.

ARTICLE 9 SETTLEMENT OF DISPUTES

- Any difference or dispute between the Participants concerning the interpretation and/or implementation and/or application of any of the provisions of this Memorandum of Understanding shall be settled amicably through mutual consultation and/or negotiations between the Participants
- 2. Notwithstanding anything contained in above para, in case of any dispute or difference of opinion not settled amicably by the parties shall take recourse of the same as per applicable law and procedure in Government of Karnataka. Further, also that all the differences or disputes including publication related disputes concerning intellectual property rights arising on any activities performed under this agreement shall be in first attempt settled through mutual deliberations, failing which shall be further settled in terms of applicable laws and procedure of Government of Karnataka.

ARTICLE 10 Appointment of Single Point of Contact:

Both parties agree to designate an officer from each respective organization to serve as the primary liaison for all matters pertaining to this Memorandum of Understanding. The designated officers shall be responsible for facilitating communication, project management, cooperation, coordination and follow-ups between the parties.

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Mysuru

Managing Director

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Government of Karnataka

ARTICLE 11 Project Management:

Both the parties agree to monitor and oversee the project by a committee consisting of the following members;

| 1. | The Vice-Chancellor | |
|----|---|-------------|
| | University of Mysore, Mysuru. | Chairman |
| 2. | District Commissioner | Co-Chairman |
| | Mysore · | |
| 3. | Registrar | Member |
| | University of Mysore, Mysuru. | |
| 4. | Director | Member |
| | Planning Monitoring & Evaluation Board, | |
| | University of Mysore, Mysuru. | |
| 5. | Dean | |
| | Faculty of Science & Technology, University of | Member |
| | Mysore, Mysuru. | |
| 6. | Managing Director, KSTePS or his representative | Member |

ARTICLE 12 <u>EFFECT OF MEMORANDUM OF UNDERSTANDING</u>

- This Memorandum of Understanding serves only as a record of the Participants intentions and does not constitute or create, and is not intended to constitute or create obligations under law and will not give rise to any legal process and will not be deemed to constitute or create any legally binding or enforceable obligations, express or implied.
- Article 5 (Financial Arrangement), Article 7 (Protection of Intellectual Property Rights), Article 8 (Confidentiality), Article 9 (Settlement of Disputes) Article 10 (Appointment of Single Point of Contact, Article 11 (Project Management), Article 12 (Effect of Memorandum of Understanding) and Article 13 (Revision, Modification and Amendment) shall be binding on the Participants.

ARTICLE 13 REVISION, MODIFICATION AND AMENDMENT

- 1. Either Participant may request in writing a revision, modification or amendment of all or any part of this Memorandum of Understanding.
- 2. Any revision, modification or amendment agreed to by the Participants shall be reduced into writing and shall form part of this Memorandum of Understanding.
- Such revision, modification or amendment shall come into force on such date as may be determined by the Participants.
- 4. Any revision, modification or amendment shall not prejudice the rights and obligations arising from or based on this Memorandum of Understanding before or up to the date of such revision, modification or amendment.

Managing Director

Kamataka Science and Technology Promotion Society

First of Electronics, IT, BT & Science and Technology

Government of Karnataka

Registrar
University of Mysore
Mysuru

ARTICLE 14 ENTRY INTO EFFECT, DURATION AND TERMINATION

- 1. This Memorandum of Understanding will come into effect on the date of signing by both Participants.
- 2. The operation and management of Science Center during the MoU effective period and after the effective period will be made through the independent autonomous body and managed by societies with adequate representative from science communication professionals' members, Department of S&T member, KSTePS, University of Mysore and National Council of Science Museum (NCSM) representative as per the SPoCS guidelines.
- 3. Notwithstanding anything in this Article 14, ether Participant may terminate this Memorandum of Understanding by notifying the other Participant of its intention to terminate this Memorandum of Understanding by a notice in writing at least three (3) months prior to its intention to do so.
- 4. The termination of this Memorandum of Understanding will not affect the implementation of ongoing programmes and/or projects, arising from or based on this Memorandum of Understanding or any agreement entered into under this Memorandum of Understanding before and up to the date of the termination of this Memorandum of Understanding.

IN WITNESS WHERE OF, the undersigned, being duly authorized thereto by their respective agencies, have signed this Memorandum of Understanding on the 19th day of the month of June in the year 2024.

Signature

Registrar

(University of Mysore)

Registrar
University of Mysore
Mysuru

Signature

Managing Director,

(KARNATAKA SCIENCE AND TECHNOLOGY

PROMOTION SOCIETY (KSTePS)

Karnataka Science and Technology Promotion Society
Dept. of Electronics, IT, BT & Science and Technology
Government of Karnataka

Witness

Director

Planning, Monitoring & Evaluation Board Crawford Hall, University of Mysore. Mysore-570 005 Witness

W.S.

ಕರ್ನಾಟಕ ಬಿಣ್ಣರ ರಾಜ್ಯ ತಂತ್ರಶ್ವಾದ ಪ್ರೀವ್ಯಾಪಕ ಹೊನ್ನಡ (ಜೆಜ್ಞನ್ನ್) ವಿದ್ಯುನ್ಮಾನ, ಮಾಹಿತಿ ತಂತ್ರಜ್ಜಾನ, ಜೈವಿಕ ತಂತ್ರಜ್ಜಾನ ಹಾಗೂ ವಿಜ್ಞಾನ ಮತ್ತು ತಂತ್ರಜ್ಜಾನ ಇಲಾಖೆ, ಕರ್ನಾಟಕ ಸರ್ಕಾರ ತನೇ ಮಹಡಿ, "ವಿಜ್ಞಾನ ಭವನ" 24/2, 21ನೇ ಮುಖ್ಯರಸ್ತೆ ಬನಶಂಕರ 2ನೇ ಹಂತ, ಬೆಂಗಳೂರು- 560070

