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M I T KUNDAPURA

Article 12 Bond

MOU

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: MITKUNDAPURA

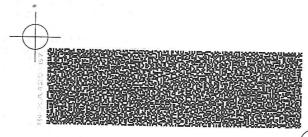
JANATHA FISH MEALS AND OIL PRODUCTS KOTA

M I T KUNDAPURA

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(One Hundred only)









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MEMORANDUM OF UNDERSTANDING

BETWEEN

Moodlakatte Institute of Technology, Kundapura

A Unit of Moodlakatte Nagarathna Bhujanga Shetty Trust (R) Affiliated to VTU, Belagavi & Recognised by AICTE, New Delhi

AND

Janatha Fish Meals and Oil Products, Kota

Statutory Alert:

- The authenticity of this Stamp certificate should be verified at 'www.shcilestamp.com' or using e-Stamp Mobile App of Stock Holding. Any discrepancy in the details on this Certificate and as available on the website / Mobile App renders it invalid.

 The onus of checking the legitimacy is on the users of the certificate.
- 3. In case of any discrepancy please inform the Competent Authority.

This Agreement is made and entered into on 13th Oct 2020, between Moodlakatte Institute of Technology, Kundapura (hereinafter called MITK) is founded by Shri I. M. Jayarama Shetty in the year 2004. It is affiliated to Visveswaraiah Technological University (VTU), Belagavi and approved by All India Council for Technical Education (AICTE), New Delhi. It is situated in Moodlakatte, about 200 meters from Kundapura railway station, and with Janatha Fish Meals and Oil Products (hereinafter called ("COMPANY"), its registered office at Manoor Fisheries Road, KOTA – 576 221.

1. OBJECTIVES OF THE MoU

The objective of this Memorandum of Understanding is:

- a. To promote interaction between MITK and COMPANY in mutually beneficial areas.
- b. To provide a formal basis for initiating interaction between MITK and COMPANY.

2. PROPOSED MODES OF COLLABORATION

MITK and COMPANY propose to collaborate through

- a. Consentingstudent projects / Internships in two year MBAand Engineering degree programs at company premises.
- b. Training of MITK students at your premises in the areas of COMPANY interest.
- c. Allowing industrial visit for both MBA and Engineering students at your premises.
- d. Supportingfor R&D projects, which may be carried out wholly at MITK or at premises of COMPANY or partly at MITK and partly at COMPANY.
- e. Training of COMPANY personnel through Continuing Education Programs conducted by MITK in areas of interest to COMPANY.
- f. Any other appropriate mode of interaction agreed upon between MITK and COMPANY.

3. FORMS OF RESEARCH AND DEVELOPMENT PROGRAMS

The form of any of the said Research and Development Program (hereinafter referred to as "Research Program") will be subject to Research Agreement entered into by the Parties include the followings:

- a. In their own existing facilities The performance of research individually by each party or concurrently by both Parties in mixed groups at their own facilities with regular exchanges of results.
- b. In a separate research and development facility The performance of research by the technical personnel of both Parties working together in the facilities of one Party or in mixed groups at the facilities supported/ sponsored by either Party.

4. TECHNICAL AREAS OF COLLABORATION

The principal technical areas of collaboration between MITK and COMPANY will be as set out as the requirement and interest of the both the parties.

5. AGREEMENTS FOR RESEARCH COLLABORATION

Each research collaboration undertaken by the parties hereunder shall be initiated as per the requirement of curricula and the interest of company requirements.

- a. The nature, scope and schedule of the research collaboration.
- b. The form of the research collaboration.
- c. The estimated cost of the research collaboration together with the amount of funding, if any, to be received from third parties.
- d. The treatment of intellectual property and data rights, including patents, industrial design registration, copyrights and all other proprietary information (including innovations not patented, designs not registered etc.) Which result from the research collaboration or which belong to a party and are used in research collaboration.
- e. Other provisions as may be mutually agreed upon, including provisions covering the consequences of default or termination by a participant, term, arbitration of disputes and applicable law.

6. CONFIDENTIALITY

- a. During and for a period of three years from the date of disclosure, each party agrees to consider as confidential all information disclosed by the other party in written or tangible form or, if orally disclosed confirmed in writing within thirty days of disclosure and identified as confidential by the disclosing party.
- b. The obligations above shall not extend to any confidential information for which the receiving party can prove that this information:
 - is in the public domain at the time of disclosure or comes within the public domain without fault of the receiving party.
 - is already known or become known to the receiving party
 - is received from a third party having no obligations of confidentiality to the disclosing party,
 - is independently developed by the receiving party; or
 - is required to be disclosed by law-or court order.

7. NON-EXCLUSIVITY

The relationship of the parties under this MOU shall be nonexclusive and both parties, including their affiliates, subsidiaries and divisions, are free to pursue other agreements or collaborations of any kind. However, when entering into a particular research agreement, the participants may agree to limit each party's right to collaborate with others on that subject.

8. TERMS AND TERMINATION

This MOU, unless extended by mutual written agreement of the parties, shall expire 3 years after the effective date specified in the opening paragraph. This MOU may be amended or terminated earlier by mutual written agreement of the parties at any time. Either party shall

have the right to unilaterally terminate this MOU upon 60 days prior written notice to the other party. However, no such early termination of this MOU, whether mutual or unilateral, shall affect the obligations of the participants under any Research Agreement, Confidentiality clause as referenced in clause 6 above, or any other agreement entered into pursuant to this MOU, which obligations shall survive any such termination.

9. RELATIONSHIP

Nothing in this MOU shall be construed to make either party a partner, an agent or legal representative of the other for any purpose.

10. ASSIGNMENT

It is understood by the Parties herein this MOU is based on the professional competence and expertise of each party and hence neither Party shall transfer or assign this Agreement, or rights or obligations arising hereunder, either wholly or in part, to any third party.

11. SIGNED IN DUPLICATE

This MOU is executed in duplicate with each copy being an official version of the Agreement and having equal legal validity.

BY SIGNING BELOW, the parties, acting by their duly authorized officers, have caused this Memorandum of Understanding to be executed, effective as of the day and year first above written.

On behalf of

Moodlakatte Institute of Technology

On behalf of

Janatha Fish Meals and Oil Products, Kota

Kundapura

Ву

Name: Dr. Chandra Rao Madane

: Principal

Date : 13th Oct 2020

By

Name : Prashanth Kunder

Title : Managing Partner

Date : 13th Oct 2020

A Witness

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Title