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MEMORANDUM OF UNDERSTANDING

BETWEEN



**Shree Dharmasthala Manjunatheshwara Law College,
Centre for Post Graduate Studies & Research in Law,
Mangalore, D.K.**

AND



**KVC ACADEMY
Third Floor, GHS Centenary Building,
GHS Road, Hampankatta,
Mangalore-575001**



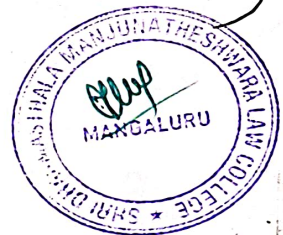
MEMORANDUM OF UNDERSTANDING

Shri Dharmasthala Manjunatheshwara Law College, Post Graduate Studies and Research in Law, Mangalore (hereinafter referred as SDMLC) is a premier institution in Legal Education in coastal Karnataka is sponsored and managed by Shri Dharmasthala Educational Society (R.), Ujire, D. K. District under the benevolent Presidentship of Padmabhushana DR. D. Veerendra Heggade. Dharmasthala, a religious abode known for Dharma, Nyaya and traditions has unique place in the cultural ethos of India. In 1974 the college commenced under the Mysore University and now affiliated to Karnataka State Law University, Hubli and recognised by Bar Council of India. The Institution has grown in stature to become one of the premier institution in the State of Karnataka imparting high quality legal education in India, through its various programmes like B.A. LL.B both 3 years and 5 years, LL.M in Business and Trade Law, Certificate Course in Cyber Law and Post P.G. Diploma in Intellectual Property Rights, Labour & Service Laws and Ph. D in Law.

And

KVC ACADEMY is a centre for commerce education and a premier institute for CA, CS, B.Com and PU coaching. Established in 2012, the leading institute in Mangaluru has been nurturing young talent into successful professionals. The Academy strives to mould students so that they are ready to face any challenges, acquire knowledge and skills they require in this competitive world.

Whereas, SDMLC, desires to establish academic collaboration with Institutions/organizations of excellence in education and research in the country and KVC ACADEMY is one among such recognized Academy and seeks to promote the institutional collaborations through this Memorandum of Understanding.



SCOPE OF AGREEMENT

This Memorandum of Understanding is signed between the SDMLC as First Party and KVC ACADEMY as Second Party for the purpose of training the students for professional exams like Chartered Accountancy and Company Secretarys well as other academic activities. The activities and training mentioned shall be pursued in a collaborative spirit. Some of the collaborative areas include the following:

I. TERMS & CONDITIONS OF COOPERATION:

1. SDMLC and KVC Academy shall collaborate in mutually agreeable academic events, teaching, training and mentoring, wherever feasible. Such collaboration will be based on mutually agreeable terms and conditions specifically agreed for each of the collaborative efforts;
2. Officials/ members from each of these institutions shall be invited for important seminars, conferences and for training programme. The financial implications shall be worked out on a case to case basis;
3. Students and Faculty members of both the organisations are welcome to make use of the library resources of each other and to have academic interaction with the faculty, panel of experts and various centers established from time to time;
4. Any financial implications emerging out of such collaborations (other than the fees of the students etc.) shall be worked out and decisions will be taken with mutual agreement.



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II. AREAS OF COOPERATION:

This Memorandum expresses a mutual desire by SDMLC and KVC Academy cooperates in training students for professional career. Additional areas of co-operation may be added by written consent of the two the parties. Both parties will act in good faith to ensure that the objectives in this Memorandum are realized.

III. TERMS OF AGREEMENT

Progress in realizing the terms and conditions referred to herein will be reviewed periodically as mutually agreed and the memorandum may be amended at any time by mutual consent and in writing. Both parties reserve the right to terminate this memorandum by either party by giving six months written notice to the other. The implementation and/or continuance of programmes or projects established pursuant to this memorandum prior to the effective date of termination shall not be affected by the termination of this Memorandum.

IV. INTELLECTUAL PROPERTY AND CONFIDENTIALITY

1. In respect of each project and programme of co-operation, the parties shall negotiate and mutually agree in writing on their respective rights to intellectual property and commercial exploitation of the same (including without limitation, trademarks and service marks, copyrights, patents, designs and confidential information pertaining thereto).

2. Neither party shall, at any time disclose to any third party any confidential information of the other party which is acquired in the course of activities under this Memorandum, a collaborative project or a programme, without the prior consent of the other party in writing.

The confidentiality obligations herein will not apply to information in the public domain; information in the possession of the receiving party prior to the disclosure of the information; information which is independently developed by the receiving party; information required to be released by law; and information which is rightfully received by the receiving party from third parties without any breach of confidentiality obligations.



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V. Financial Terms

For the services provided the academy the fee shall be based on the number of hours the faculty spent in SDMLC for training purpose. On mutual understanding the fee is agreed upon by both parties at in the beginning of the training programme. This shall be revised on mutual agreement by both the parties from time to time.

The payment shall be made on monthly basis by SDMLC to KVC Academy, by the 10th day of the succeeding month.

VI. NON.BINDING NATURE OF MEMORANDUM

Nothing in this Memorandum shall be construed as creating any contract, partnership, agency or other legal relationship between the parties. This Memorandum is only a non-binding statement of intent to foster genuine and mutually beneficial collaboration.

VII. TERMINATION


1. This memorandum shall come into force immediately upon its signature by the parties.
2. The validity of this Memorandum of Understanding is initially for a period of one year from the date of its execution and the same can be further extended on mutual agreement.
3. This Memorandum of Understanding can be terminated by either of the parties by giving advance notice of six months and without jeopardizing the coursework or registration of any of the students of either institution.

IN WITNESS WHEREOF, this Memorandum of Understanding is executed by the parties hereto on the date of signing of the Memorandum of Understanding by the two parties.



Dr. Tharnath
Principal & Chairman

Shri Dharmasthala Manjunatheshwara
Law College, Mangaluru
Date: 02.08.2018


CA Kiran Vasant,
Founder CEO,
KVC ACADEMY

Date: 02.08.2018

