

MEMORANDUM OF UNDERSTANDING

BETWEEN

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

AND

Sahyadri college of Engineering and Management, Mangaluru,  
D.K.

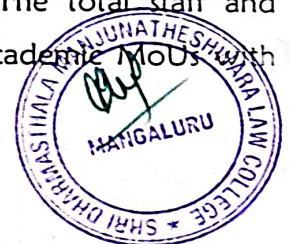


## MEMORANDUM OF UNDERSTANDING

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 managed by Shri Dharmasthala Educational Society (R.), Ujire, D. K. District under the benevolent presidentship of Padmavibhushana 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. LLB both 3 years and 5 years, LLM in Business and Trade Law, Certificate Course in Cyber Law and Post P.G. Diploma in Intellectual Property, Rights, Labour & Service Laws and Doctoral Degrees in Law. In 2012 institution was re-accredited with "A" Grade by NAAC.

And

Sahyadri College of Engineering and Management (hereinafter referred as SCEM) is a premier technological institution fostering excellence in education, research and values towards inspiring and developing future torch bearers. The institute is in existence since a decade, being recognized by AICTE, Government of India, affiliated to VTU, Government of Karnataka, NAAC accredited with "A" Grade, recognized by the UGC and certified by IAO & ISO 9001-2008. The institute is located on the banks of river Nethravathi, within the city limits at a short distance from the port city of Mangaluru, known as a popular education hub. The College offers B.E. Degree, Post-Graduation in M.Tech, MBA and Ph.D. Research Programs. The total staff and student strength at campus is nearly 4000. The College has Academic MOUs with



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various National, International Universities and also has collaborations with leading Corporates & Industries.

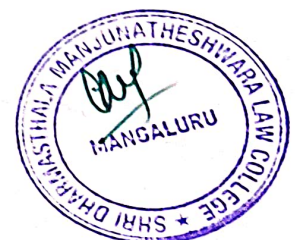
SDMLC and SCEM are both legal entities fully empowered to conduct their own affairs. Both parties hereby enter this Memorandum of Understanding to protect the intellectual property of SDMLC Scholarly works and publications while also offering them access to plagiarism checker and editor services. Access to *Turnitin* allows students and researchers to check their content prior to publication, ultimately protecting the integrity and ensuring the originality of scholarly publications.

This MOU gives general understanding and modalities governing the co-operation between the parties under this MOU.

Whereas, SDMLC, desires to establish academic collaboration with Institutions of excellence in Education in the country and SCEM is one among such recognized institutions and seeks to promote the institutional collaborations through this Memorandum of Understanding.

#### SCOPE OF AGREEMENT

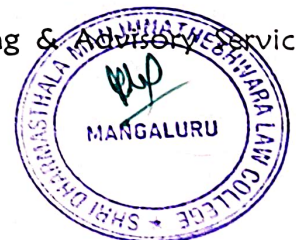
This Memorandum of Understanding is signed between the and SDMLC as First Party and SCEM as Second Party for the purpose of Academic Collaboration that will encompass exchange of students and members of faculty between the two parties as well as other academic activities, research and publication. In addition to this active efforts will be made to develop joint training and research programmes that will be pursued in a collaborative spirit. Some of the collaborative areas include the following:





## 1. TERMS AND CONDITIONS OF COOPERATION:

1. SCEM and SDMLC shall collaborate in mutually agreeable academic events, teaching, training and research, wherever feasible. Such collaboration will be based on mutually agreeable terms and conditions specifically agreed for each of the collaborative efforts;
2. Faculty 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. Those modalities for a similar exchange of researchers and faculty members will be laid down through mutual discussion that should be made operational for a period of five years;
4. Students, Research Scholars and Teaching Faculty of both Institution will explore possibility of taking up collaborative research work/projects/training, internship and placement related activities and also apply for funding from national and international agencies, governments and other funding agencies;
5. Students, Faculty members and Researcher scholars of both the institution 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;
6. Intellectual Property Right innovation center established by SDMLC is working closely with Universities and Institutions of Higher Learning in the region to identify Potential Innovations/ Inventions which could be channelised into Intellectual Property Rights (IPRs). The partner institution is free to avail services in IPR Protection areas like IP Protection, IP Awareness & Training, Counseling & Advisory Services.



**Filing of Patents, Trademarks, Copyrights, Design, and Geographical Indications, etc.** The Short listed Product/ Process would be assessed for suitable IP Protection by a Techno-Legal team constituted by the IPFC from time to time involving experts from partner institution. The partner institutions may try to build IP culture in the respective institutions adopting best practices in IPR area by campaign for invention promotion, Technology transfer facility, forum for patent commercialization, recommending excellent inventions for financial Support, Strategic management of IPR, IP valuation, IP litigation and arbitration, etc. with assistance of expert committee constituted from time to time with the aid and assistance of government agencies, industries or research departments/units. The specific terms and conditions along with confidentiality clauses/ agreement, benefit sharing methods and other modalities may be effectuated on mutual agreeable conditions.

7. Any financial implication 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.

## II. AREAS OF COOPERATION

This Memorandum expresses a mutual desire by SDMLC and SCEM cooperates in building intellectual and research capacity and scholarship. 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.

#### V. 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.




## VI. 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 five years 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.

For and on behalf of  
SDMLC, Mangaluru


  
Dr. THARANATH  
Principal  
SDMLC, Mangaluru  
Date: 04.09.2017

PRINCIPAL

Shri Dharmasthala Manjunatheshwara  
Law College, Mangalore



For and on behalf of  
SCEM, Mangaluru

  
Dr. R. SRINIVASA RAO KUNTE  
Principal  
SCEM, Mangaluru  
Date: 04.09.2017

Principal  
Sahyadri College of Engineering & Management  
Mangalore

