



|| Jai Sri Gurudev ||

Adichunchanagiri Institute of Medical Sciences

(A Constituent College of Adichunchanagiri University)

(Recognised by Medical Council of India, New Delhi, General Medical Council, London (U.K.)



MEMORANDUM OF UNDERSTANDING

This agreement (Agreement hereinafter) is entered into on this day of **24th June, 2020 (24.06.2020)**, between **Adichunchanagiri Institute of Medical Sciences (AIMS)**, constituent college of **Adichunchanagiri University & Sri Kalabyraveshwara Swamy Ayurvedic Medical College.**

Adichunchanagiri Institute of Medical Sciences (AIMS), constituent college of **Adichunchanagiri University** located in **Nagamangala Taluk, Mandya Dist., B. G. Nagara, Karnataka 571448** Represented by **Dr. M G Shivaramu –Principal and Dean Health Sciences**, hereinafter referred to as 'PARTY 'A' – Institution', which expression unless excluded by or repugnant to the context shall include its successors, administrators and assigns.

And

Sri Kalabyraveshwara Swamy Ayurvedic Medical College (SKAMC) a registered medical institution, located at Pipeline Road, Hosahalli Extension, Vijayanagara, Bangalore, Bengaluru-560104, Karnataka, represented by its Principal **DR. Kiran Gowd**, (herein after referred to as "PARTY 'B' – a Service Provider which expression shall unless repugnant to the subject or context mean and include its successors, assigns, legal heirs and administrators

WHEREAS, Adichunchanagiri Institute of Medical Sciences (AIMS) is a well-established Medical College with an intake of 150 students situated at **Nagamangala Taluk, Mandya Dist., B. G. Nagara, Karnataka - 571448** and the Batches of UG students have successfully completed their course with flying colors.

In the meantime, AIMS approached the college management of SKAMC about starting certificate course in Yoga for its students and staff at their campus in B G Nagara, Mandya In close co-ordination with the department of Physiology.

After evaluating the request and proposal from AIMS, SKAMC agreed to start a certificate course in Yoga for the benefit of students and staff of AIMS and also other constituent colleges of the Adichunchanagiri University.

WHEREAS, on the aforesaid representation made by AIMS to SKAMC the parties hereby enter into this memorandum of understanding on the terms and conditions appearing hereinafter.

NOW THIS AGREEMENT WITNESSETH THE TERMS AND CONDITIONS DETAILED HEREUNDER

01. GENERAL

References made in this Agreement to Clauses and Articles shall be to the Clauses and Articles of this Agreement



1


Principal
S K A M C & H.R.C

Balagopalharanatha Nagar - 571 448, Nagamangala Taluk, Mandya District, Karnataka, INDIA.
Tel: 08234-287242 | Fax: 08234-287242

The term "Party" shall refer to AIMS and SKAMC, individually, while collectively they shall be referred to as the "Parties".

02. SCOPE OF AGREEMENT

02.1 AIMS Duties & Obligations:

- A. AIMS shall provide a seated Class Room conducting the certificate course
- B. AIMS shall provide the Internet/or Wi-Fi facility and any facilities required for the certificate course available at 24/7 days without interruption.
- C. During subsequent years, the complete suitable infrastructures shall be managed/create by the Institution at its own cost, however, SKAMC is fully responsible to design and develop the models/videos/clinical case studies Including the latest medical developments/or techniques up to the satisfaction of the user.
- D. Intellectual Property: subject to any license explicitly granted for use of course material for AIMS only and shall not transfer of any right, interest or ownership of any Intellectual property will occur under this agreement,

02.2 SKAMC Duties & Obligations:

1. SKAMC shall develop course material as per the requirement of the certificate course.
2. SKAMC will depute the required number of staff and other resources to AIMS, B G Nagara campus as per the requirement of the course.
3. SKAMC will be responsible for the welfare and statutory obligations for the staff deputed by SKAMC at AIMS, B G Nagara.

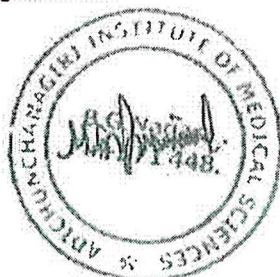
03. TERM/PERIOD:

This Agreement shall be effective from Academic Year 2020-21 and it is valid for FIVE YEAR from the effective academic year and it shall be renewed for further period on mutual agreed terms and conditions by both the parties.

04. INVOICE PROCEDURE AND ITS REQUIREMENTS:

- a. SKAMC shall raise its System generated Invoice in the name of "Adichunchanagiri Institute of Medical Sciences (AIMS)" with due standard requirement.
- b. Each bill shall duly certify by the concerned authority and endorsed by the concerned HOD's
- c. All payments will be made in the form of Cheque/DD or by NEFT within 15 days from the date of acknowledge the bill, as per bank details given by SKAMC.

05. **RELATIONSHIP:** This Agreement is on a principal-principal basis and does not create any employee-employer relationship between the parties. And each party shall fulfill their obligations within the stipulated time and both parties will be bound by the clauses mentioned in the agreement.



06. TERMINATION:

This MOU Agreement is valid for a PERIOD OF Five years, effective from the effective date herein mentioned above and it is further renewable by mutual agreed terms. However, either party has the right to terminate the agreement on the following specific grounds:

- a. Either party shall give a Six months advance written notice to the other party by stating a specific reason for termination,
- b. Non-performance or under-performance/fails to perform its obligations herein mentioned in the agreement,
- c. Either party fails to perform the respective duties and responsibilities or any clauses of the agreement,

07. GOVERNING LAW & JURISDICTION

This Agreement shall be governed by the laws in India and if there is any difference arises, initially it will be resolved by mutual discussions and if not possible, shall brought to the kind notice of The College Authority and both parties shall be binding the decisions taken by them.

Signed and delivered on behalf of




(Dr. M. G. Shivaramo)
Principal,
{Adichunchanagiri Institute of Medical
Sciences}

Date: 24.06.2020

Place: B G Nagara.

Witnesses --



(DR. Kiran Gowd)
Principal,
{Sri Kalabyraveswara Swamy
Ayurvedic Medical College.}

Principal
S.K.A.M.C & H.R.C
Bengaluru

