

## MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding ("MoU") is made, effective as of the Monday 28<sup>th</sup> day of the month of September 2020

Between:

S. K. E. S's Govindram Seksaria Science College, Belgaum, Karnataka, (hereinafter called "GSS College" which expression shall where the context so admits include its successors and permitted assigns) of the one part;

And

Green House Technology consultant Mr Pradeep V Bagi, "Saphalya" 28, Meghadcot Housing Society, Laxmi lane, Bharat Nagar Belagavi, Shahapur, Belagavi-590003 of the second part.

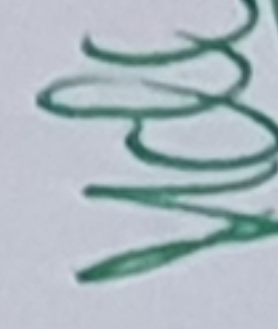
### PREAMBLE

It is the need of hour to work in collaborations to achieve and maintain the Education and Research standards in any institute. Individual academicians from University campus schools and constituent/private Institute should join their hands in academics and research. This helps to increase the academic and research standards as well as the student quality. This also helps in tackling the local problems and work towards the sustainable development of the region.

### SKE Society and Govindram Seksaria Science College, Belagavi:

South Konkan Education Society (commonly known as SKE Society) had started the Rani Parvati Devi College with Arts and Science course way back in 1945 at Savantwadi, Maharashtra. Later, the Rani Parvati Devi College was relocated to Belgaum in 1948. During 1966 due to increase in student strength the college was bifurcated as Rani Parvati Devi College of Arts and Govindram Seksaria Science College. Presently, GSS College is affiliated to Rani Channamma University, Belagavi (RCU) and is a premier educational institute in North Karnataka imparting quality education in Science and committed to overall development of students. The college is re-accredited with "A" Grade (3.16 CGPA) by NAAC in third cycle. The college has a proud track record of consistent high results at degree level.

It is engaged in providing quality education through well qualified and dedicated teaching staff. Several departments have shown high quality research by receiving funding from UGC, DST, MoES etc. Through this MoU these departments will be strengthened further in their researches. The department of Botany, Geology, Chemistry, Zoology and Physics are engaging major and minor projects. Department of Chemistry and Botany also have PG programme.



PRINCIPAL  
G.S.Sc. College, Belagavi

The department of Biology came into existence in 1948. Botany was a minor subject at degree level. In 1971 Botany was introduced as one of major subject at degree level. Due to the increasing demand of student the department came up with PG Botany in 2015. The department has well developed infrastructure like laboratories, ICT lab, LCD Display, Instrumentation room, Departmental Library, Botany museum, botanical garden, cactus garden, herbal medicinal garden, Vermicompost unit, Effluent treatment Plant, water harvesting pit and glass house. The faculty are highly qualified and actively involved in teaching and research. The faculty are invited as resource persons and to deliver talks in various industries and institutions. The department organises National seminars, conferences and workshops, conducts certificate courses in Green House Technology and Waste water treatment for student's self-employability. The department organises study tours, industry visit, Research center visit etc. The department has MoU with Rani Channamma University, Belagavi and Mhadei research centre, choral (westernghats), Belgaum.

The department has separate instrumentation room consisting of Research monocular microscope, laminar air flow, calorimeter, autoclave, centrifuge, gel electrophoresis, incubator, Electronic balance, muffle furnace, hot plate, water bath, magnetic stirrer etc.

The faculty and the students are actively involved in Research. The Department faculties publish research papers in conferences and Journals. One Minor research project entitled Ethno botany studies in the village Kagod of siritaluk funded by UGC is completed. The minor research project entitled 'Water quality analysis of Yellur Lake of Belagavi city is under progress.

**GREEN HOUSE TECNOLOGY**, consultant Mr Pradeep V Bagi, "Saphalya" 28, Meghadoot hosing society, Laxmi lane, Bharat Nagar, Belagavi, Shahapur, belagavi-590003.

Mr Pradeep V Bagi is a mechanical engineer; he started his career in Bemco Hydraulics industry. But later he started to divert his interest to the field of endangered plant species cultivation. In 2000 he started growing cactus, palm, ferns, orchids etc on roof top and thereby started green house near Khanapur. The green house was established in 4 acres of land with good water source. He gives employment to many people. He grows varieties of cactus, orchids, bamboos, palms, insectivorous plants etc., both exotic and indigenous varieties. He exports orchids to other countries during Christmas and other occasions. The educational institution regularly visits to green house for practical and theoretical training and to set up individual Green house for self-employment. He is presently well known consultant and a trainer for green house installation and training.

### 1. Objectives

The objectives of the MoU are the following:

- (i) Collaborative research by sharing knowledge and laboratory.
- (ii) Conducting workshops/seminars/group discussions/ crash courses/bridge courses/ field visits etc.
- (iii) Guiding research and publishing the data.
- (iv) Up gradation of knowledge and technology development.

### 2. Financial Arrangements

Each party shall bear its own expenses incurred in the course of its performance under this agreement.

### 3. Intellectual property (IP)

Credit of outcome of the collaboration should accrue credit to both the institutions.

### 4. Confidentiality

The parties understand that in the course of their association, they shall have access to confidential information provided by the other party. Accordingly, the parties agree that such information shall be maintained in the strictest confidence and trust, except such information which is by its nature, not confidential or which is in the public domain or which the party comes to know about other than through violation of any law of legal obligation, provided that such party may be entitled to disclose such information if legally required to be disclosed to a competent authority. Failure to maintain confidentiality shall entitle the affected party to terminate the MoU.

- (i) During and for a period of 3 year from the date of termination of this MOU, each party undertakes on their behalf and on the behalf of their subcontractors/employees /representatives/ associates to maintain strict confidentiality and prevent disclosure of the information/data exchanged / generated pursuant to this MOU for any purpose other than in accordance with this MOU.
- (ii) Upon termination or dissolution of this MOU, or upon earlier determination thereof, each party shall return to the other party all disclosing party's known tangible forms of the confidential information and copies thereof in the receiving party's possession and shall delete or erase all tangible/intangible confidential information of the disclosing party in its possession. If requested by the disclosing party an officer of the receiving party shall certify in writing that all such confidential information of the other was returned, erased or deleted.

### 5. Term of MoU and termination

- a. GSS College and Mr Pradeep V Bagi , consultant green House technology agree to enter into detailed agreements on case-to-case basis, with a defined objective, specifying the scope of work and mutual obligations, terms and conditions, financial arrangements, Intellectual Property Rights and similar contractual obligations.
- b. Both the Institutes agree to obtain prior permission from each other for using the infrastructural or intellectual facilities.
- c. Both the Institutes agree to obtain prior permission from each other to state in any project proposal that the project would be carried out by using the Institutes infrastructural or intellectual facilities.
- d. In case either party wins a consultancy project by projecting this MOU, a liability is created immediately in respect of royalty/premium/overhead expenses due to either party. Either party shall concur with the liability to the extent of contribution to the output of the project. Both the parties will arrive at the exact amount of liability after mutual consent.

This MoU unless extended by a mutual written agreement of both the parties shall expire 5 years after the effective date specified in the opening paragraph. This MoU may be amended or terminated earlier by mutual written consent by both the parties at any time. Either party shall have the right to unilaterally terminate this MoU upon 30 days prior written notice to the other party. Failure of either party to terminate the MoU on account of breach or default by the other party shall not constitute a waiver of that party's right to terminate this MoU.

Upon termination or expiration of this MoU, any equipment, data, literature, books, journals, dissertations, thesis etc., shall be returned to the respective institutions, within 15 working days.

### 6. Representations, Warranties and Liability

GSS College and Mr Pradeep V Bagi , consultant green House technology will hold each other unconditionally harmless from any possible claims or damages brought by THIRD PARTIES against each other in connection with the performance of this Agreement.

GSS College shall not be responsible or liable for any damage to the property, material or personnel of Mr Pradeep V Bagi , consultant green House technology or any monetary losses to the Mr Pradeep V Bagi , consultant green House technology, in consequence of the jobs taken up by Mr Pradeep V Bagi , consultant green House technology, as a result of

this MoU. GSS College shall also not be responsible for any procedural or legal matters pertaining to this assignment.

## **7. Rights in Results**

7.1 Copyright in the generated Results shall vest with both the parties.

7.2 Each Party shall be free to use the Results as it deems fit and to grant use rights in respect of the Results to whomsoever they want without any liability, financially or otherwise, to other party, but with prior consent of both the parties.

7.3 The authorship hierarchy for any publications made on the basis of contribution to the publication by way of primary data, analysis, interpretation, innovation etc.

## **8. Relationship**

Nothing in this MoU shall be construed to make party a partner, an agent or legal representative of the other party for any purpose. Neither party has any right or authority to accept any service, or receive any notices on behalf of the other party or to enter into any commitments, undertakings, or agreements purporting to obligate such other party in any way, or to amend, modify or vary any existing agreements to which such other party may be a party.

## **9. Assignment**

The rights and/or liabilities arising to any party to this MoU shall not be assigned except with the written consent of the other party and subject to such terms and conditions as may be mutually agreed upon.

## **10. Force Majeure**

Neither party shall be held responsible for non-fulfillment of their respective obligations under this MOU due to the exigency of one or more of the force majeure events such as but not limited to acts of god, war, flood, earthquakes, strike, lockouts, epidemics, riots, civil commotion, etc. provided on the occurrence and cessation of any such events, the party affected thereby shall give a notice in writing to the other party within one month of such occurrence or cessation. If the force majeure conditions continued beyond six months, the parties shall then mutually decide about the future course of action.

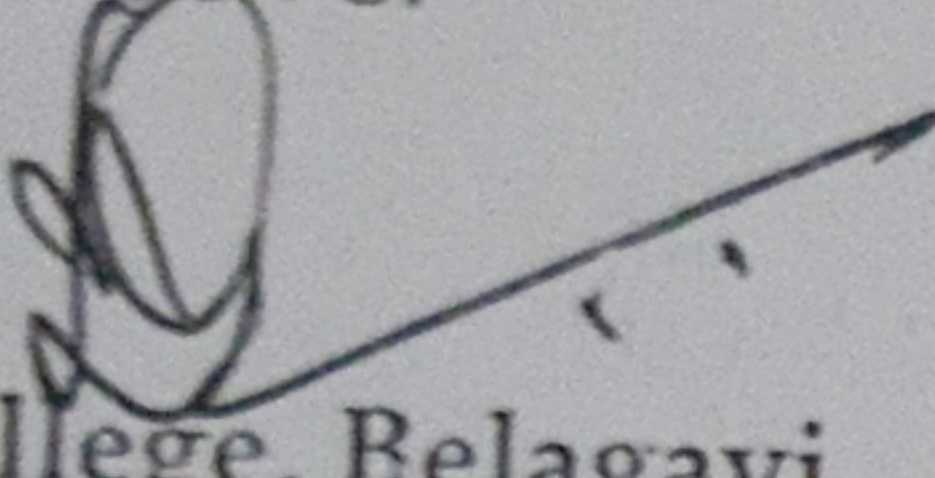
## **11. Arbitration**

Any disputes arising out of this MoU shall be settled amicably through negotiations in good faith failing which the same shall be referred to and settled in accordance with the provisions of Arbitration & Conciliation Act, 1996 or any amendment thereof. This clause shall survive expiration or earlier determination of this MOU.

## 12. Jurisdiction

This MOU shall be subject to the jurisdictions of the courts in Belgaum only.

In witness whereof the parties intending to be legally bound have caused this MOU to be duly executed in two originals by their authorized representatives, each to be version of equal authenticity as of the date first written above.

  
GSS College, Belagavi  
PRINCIPAL  
G.S.Sc. College, Belagavi

Signature with Seal:

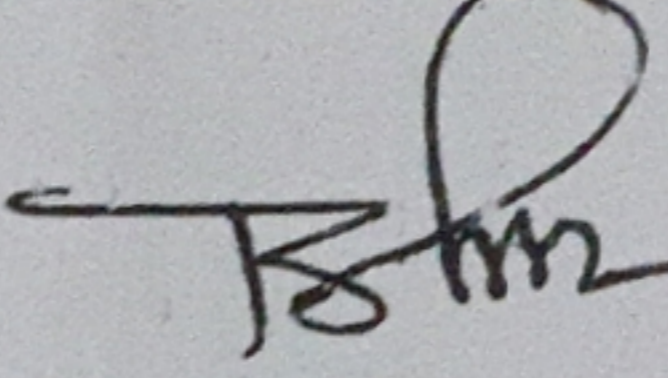
Name: Dr N.D. Hegde


Designation: Principal

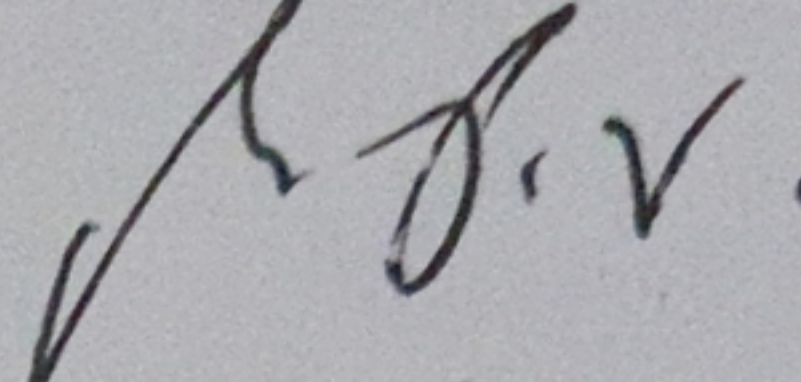
GSS College, Belagavi

Date:

Witnesses:

1. B. L. Majekar 
2. A. A. Halgekar.

  
IQAC Co-ordinator  
GSS College, Belagavi

  
Green House technology, Belagavi

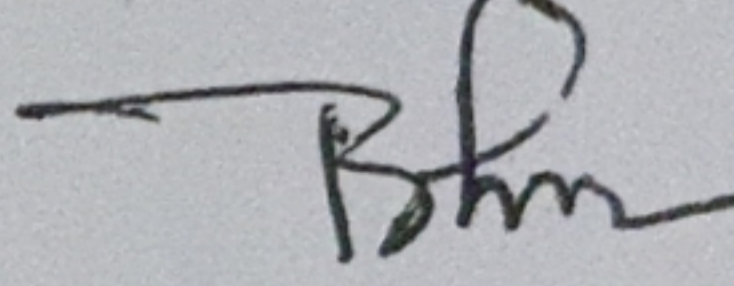
Pradeep Bagi  
D.M.E; DBM.

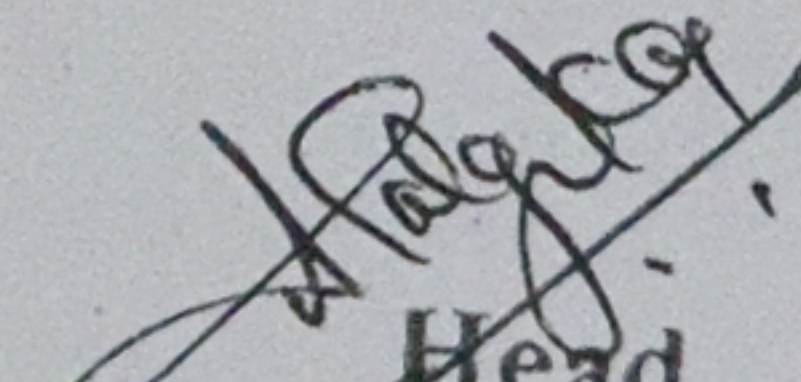
Signature with Seal:

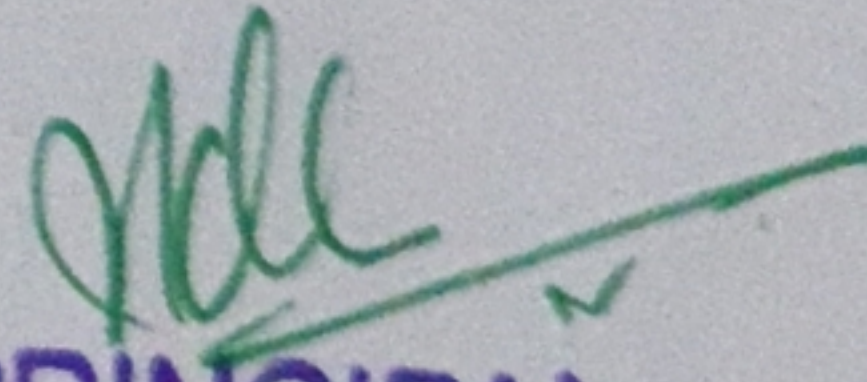
Name: Mr. Pradeep V Bagi.

Designation: Consultant, Green

House Technology, Belagavi

  
Head  
Dept. of Botany  
GSS College, Belagavi.

  
Head  
Dept of Zoology  
G.S.Sc. College, Belgaum

  
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