

## MEMORANDUM OF UNDERSTANDING

**THIS MEMORANDUM OF UNDERSTANDING** is made the day of 26/11/2020

**BETWEEN**

**KLE Technological University**, a state University incorporated under Karnataka state Private University act-2013 and having its registered office at BVB Campus, Vidyanagar, Hubballi, Karnataka 580031 (hereinafter referred to as "KLE Tech"/First Party)

**AND**

**AYURVEDA MAHAVIDYALAYA & HOSPITAL, HUBLI**

(Recognised by Govt. of Karnataka & C.C.I.M. New Delhi & Affiliated to Rajiv Gandhi University of Health Sciences, Karnataka) and having its registered office at Heggeri Extension, Hubli - 580 024, Karnataka, Website: [www.ayurvedacollegehubli.org](http://www.ayurvedacollegehubli.org), E-mail: [amvhubli54@gmail.com](mailto:amvhubli54@gmail.com) (hereinafter referred as "AMVHHubli"/Second Party).

(The **KLE Tech** and **AMVHHubli** are hereinafter individually referred to as "**Party**" and collectively, as the "**Parties**").

**WHEREAS**

- a. The Parties are interested in working together in connection with the Purpose which is described in this Memorandum.
- b. This Memorandum sets out the initial relationship between the Parties as well as the respective rights and responsibilities of each Party.
- c. Each Party respectively is expected to act in good faith in accordance with this Memorandum.

**NOW THEREFORE IN CONSIDERATION OF** the premises and the mutual covenants set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto covenant and agree as follows:

### **1. OBJECTIVE OF MEMORANDUM**

The parties agree to strive to achieve the following objective:

Design and Development of Innovative, Cost Effective, Time Saving, Semi-Automatic and Fully Automatic Kati Basti, Janu Basti, Shirodhara Yantra etc. for the Safe and Effective Panchakarma Procedures.

- i. **Non-exclusivity:** This MOU is on a non-exclusive basis and does not prevent KLE Tech from approaching any other party.
- j. Each party will bear its own expenses and costs with regard to all discussions and activities between the parties.
- k. The parties warrant and covenant that, in connection with the exchange of information pursuant to this MOU neither party shall make any payments or gifts or any offers or promises of payments or gifts of any kind, directly or indirectly, to any third party, including any official of any governmental departments or any government agency for the purpose of inducing such official or candidate to misuse his political office in favour of either party.
- l. **Indemnity:** Each party hereby agrees to indemnify, defend, and hold the other party harmless from any and all claims, demands, costs, liabilities, losses, expenses and damages (including reasonable attorneys' fees and costs) arising out of the activities under this MOU.
- m. **Governing law and Arbitration.** The laws of India govern this Memorandum. The parties shall attempt in good faith to resolve any dispute arising out of or relating to this Memorandum promptly by negotiation between executives. If the matter has not been resolved within 30 days of a party's request for negotiation, either party may initiate arbitration as provided hereinafter. If such attempts at negotiation fail, the Parties agree that any disputes arising from this Memorandum shall be decided by arbitration by a sole arbitrator (appointed by the mutual consent of the parties) which shall be conducted, upon request by either party, in Hubballi, in English, in accordance with the provisions of the Arbitration and Conciliation Act, 1996. The cost and expenses of the arbitration proceedings shall be borne equally by the parties. Notwithstanding anything herein to the contrary, either party may proceed to courts of Hubballi- Dharwad to obtain injunctive or other equitable relief at any time

**8. PARTIES TO THE MOU**

**IN WITNESS WHEREOF**, the Parties hereto have set their hands as of the date first above written, whereby they evidence their intent to be legally bound.

For and on behalf of **KLE Tech**

Signature:

*N. H. Ayachit*

**REGISTRAR**

Name: **KLE Technological University**

**HUBBALLI-580 031**

**N. H. AYACHIT**

Designation:

*Registrar*



For and on behalf of **AVMHHubli**

Signature:

*Dr. Prashanthas*

Name: **DR PRASHANTHAS**

Designation:

**PRINCIPAL**  
**AYURVED MAHAVIDYALAYA**  
**HEGGERI EXTENSION,**  
**HUBLI-580 024.**