

Memorandum of Understanding

We,

The North Dakota State University, North Dakota, USA
and

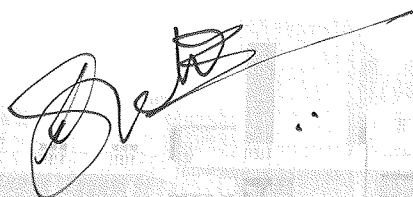
Sri Siddhartha Academy of Higher Education, Tumakuru

(A deemed to be University under Section 3 of UGC Act 1956)

Karnataka, India

*have entered into a memorandum of understanding
for the benefit of students of both the universities
through student exchange, faculty exchange, research ventures,
joint collaborations, training programs etc.*

Today, the 14th day of November 2019



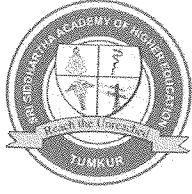
Dr. Kalidas Shetty

Professor of Plant Science &
Associate Vice President for International Partnerships &
Collaborations, North Dakota State University, USA



Dr. P. Balakrishna Shetty

Vice Chancellor,
SSAHE, Tumakuru



NDSU NORTH DAKOTA
STATE UNIVERSITY



**Memorandum of Understanding
Between**

North Dakota State University

and

Sri Siddhartha Institute of Technology

**(A Constituent College of Sri Siddhartha Academy of Higher Education,
Deemed to be University u/s 3 of UGC Act, 1956, Agalakote, Tumkur.
Karnataka, India)**

This Memorandum of Understanding (MoU) is entered into this 14th day of November 2019 by and between **North Dakota State University, USA and Sri Siddhartha Institute of Technology, Maralur, Tumakuru with its Department of Telecommunication Engineering as the coordinating department.**

Recitals:

- a. **North Dakota State University** NDSU excels in areas of innovative and technology-driven research, with more than \$153 million in annual research expenditures as reported in the National Science Foundation's Higher Education Research and Development Survey. NDSU has been listed in the Top 100 public research universities in the United States for research and development in agricultural sciences, psychology and social sciences, based on reported research expenditures.
- b. **Sri Siddhartha Institute of Technology, Maralur, Tumkur, Karnataka, India is a constituent college of Sri Siddhartha Academy of Higher Education, Deemed to be university under section 3 of UGC act 1956, vide MHRD, GOI no. F-9-31/2006 U.3(A) Dtd. 30/05/2008, Accredited by NAAC with 'A' grade. Most of the departments of the institute are accredited by NBA.**



- c. The purpose of this MoU is with reference to exploring the areas of cooperation, benefiting both the Institute and **North Dakota State University** for the benefit of students in the collaborating institute.

NOW THIS MoU WITNESSETH as follows:

Areas of cooperation

1. **North Dakota State University** intends to create a framework with the collaborating institute to design a cell, easy go to market and fund-raising opportunities for students of SSIT who wants to pursue entrepreneurship.
2. **North Dakota State University** agrees to offer a package of learning to the collaborating Institute. **North Dakota State University** shall support the student and faculty communities through workshops, Faculty Development Programs and student internships, student/faculty exchange programs and revise its admission policy in favor of the students from the collaborating institute who are willing to pursue their higher studies.
3. **The Collaborating Institute** shall explore the possibilities of supporting **North Dakota State University** in its learning, hiring and research requirements based on mutual convenience.
4. **Confidentiality:** Each party shall maintain complete confidentiality of any information of the other, disclosed during the term of this MoU ("Confidential Information"), either directly or indirectly in any form whatsoever including, but not limited to, in writing, in machine readable or other tangible form, orally or visually (subsequently reduced to writing) . Both parties undertake to (i) hold all such Confidential Information in strictest confidence, (ii) not to disclose such Confidential Information either in whole or in part to any person other than those of its officers, employees and agents who need to know the Confidential Information for the purpose authorized hereunder provided that each such officer, employee or agent has agreed in writing to maintain the confidentiality of the Confidential Information in accordance with the terms hereof or (iii) not to use such Confidential Information for any purpose whatsoever save as may be strictly necessary for the performance of this MoU. This clause pertaining to confidentiality shall survive the term of this MoU and remain in full force and effect not withstanding any termination of this MoU.



5. **Intellectual Property Rights:** IPR titles or ownership of any products, proprietary information or technology tools, processes, utilities, and methodology including any North Dakota State University proprietary products or components thereof used hereunder or development of any deliverables and all new ideas, inventions, innovations, or developments conceived, developed, contributed, distributed or made by North Dakota State University hereunder, and all customizations, enhancements and modifications thereof, need not be transferred from North Dakota State University to the Collaborating Institute on account of use of the same as part of any work under this MoU and shall always remain with both North Dakota State University and the collaborating institute.
6. In no event shall either party be liable for any indirect, incidental, special, consequential damages, including, but not limited to, loss of profits, revenue, data or use, incurred by the other party in connection with, arising out of or under this MoU save for any such loss suffered resulting from any willful and grossly negligent act or omission of either of the parties.
7. Neither this MoU, nor any activities described herein, shall be construed as creating a partnership, joint venture, agency or other such relationship. Both parties agree that this MoU represents a nonexclusive relationship between the parties and nothing contained herein shall preclude either party from participating/initiating similar relationship with third parties.
8. Neither party shall issue any press release, public announcement or other such disclosure concerning this MoU without the other party's prior written consent as to such release or announcement.
9. This MoU may not be amended without the prior written consent of both the parties.
10. This MoU will be effective for five years from 14th November 2019 – 14th November 2024. This MoU can be renewed based on mutual convenience.
11. **Governing Law:** This MoU shall be governed by the laws of India and the Courts in Bengaluru shall have exclusive jurisdiction.
12. **Termination:** Either party can cancel or terminate this MoU unilaterally (and without reason), by giving an advance written notice of one month to the other.
13. **Notices:** All notices, requests, demands and other communications under this MoU or in connection herewith



shall be given to or made upon the respective parties as follows:

To **North Dakota : North Dakota State University,**
State University North Dakota State University,
374 D Loftsgard Hall,
1360 Albrecht Blvd.,
Fargo, North Dakota 58102,
USA

To **the Collaborating : Sri Siddhartha Institute of Technology,**
Institute Maralur, Tumkur – 572105
(A Constituent College of Sri Siddhartha
Academy of Higher Education, Deemed to
be University u/s 3 of UGC Act, 1956)

or to such other person or addresses as any of the Parties shall have notified to the others.

All notices, requests, demands and other communications given or made in accordance with the provisions of this MoU shall be in writing by letter, fax or telegram.

14. FORCE MAJEURE:

If either of the two parties is prevented, restricted, delayed or interfered by reason of:

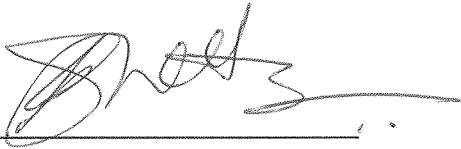
- a) Fire, explosion, cyclone, floods, droughts, earthquakes, epidemics;
- b) War, revolution, acts of public enemies, blockage or embargo, riots and civil commotion;
- c) Any law, order, proclamation, ordinance or requirements of any Government or authority or representative of any such Government, including restrictive trade practices or regulations;
- d) Strikes, shutdowns or labour disputes which are not instigated for the purpose of avoiding obligations herein;
Or
- e) Any other circumstances beyond the reasonable control of the party affected; then notwithstanding anything here before contained, the party affected shall be excused from its performance to the extent such performance relates to prevention, restriction, delay or interference and provided the party so affected used its best efforts to remove such cause of non-performances, and when removed the party shall continue performance with the utmost dispatch.



Each of the parties agrees to give written notice to the other party upon becoming aware of an Event of Force Majeure, and mentioning details of the circumstances giving rise to the Event of Force Majeure.

15. **Indemnity:** Each of the parties shall defend, indemnify and hold the other party harmless from and against any claim, liability, loss, costs or expenses (including reasonable Attorney's fees) arising out of or resulting from the material breach of the provisions herein

IN WITNESS WHEREOF THE parties have set their hands hereto on the day and year first hereinabove written under their respective seal of office.





(Dr. Kalidas Shetty)
Associate Vice President for
International Partnerships &
Collaborations,
North Dakota State University,
United States



(Dr. P. Balakrishna Shetty)
Vice-Chancellor
Sri Siddhartha Academy of
Higher Education.
Tumakuru, Karnataka, India

Witnesses:

1. 
(Dr. M. Z. KURIAN)
Registrar SSAHE

2. 
Dr. M. Siddappa
Dean
Sri Siddhartha Institute of Tech
TUMKUR

