

SRI SIDDHARTHA ACADEMY OF HIGHER EDUCATION

Sri Siddhartha University

(Declared as Deemed to be University u/s 3 of UGC Act,1956)



Memorandum of Understanding Between

**ChanRe Rheumatology and Immunology Center and Research, Bengaluru and
Sri Siddhartha Academy of Higher Education, Agalakote, Tumakuru**



This Memorandum of Understanding (MoU) is entered on 24.09.2020 between

- a. **ChanRe Rheumatology and Immunology Center and Research, Rajajinagar, Bengaluru**
- &
- b. **Sri Siddhartha Academy of Higher Education, Tumakuru.**

Recitals:

- a. **ChanRe Rheumatology and Immunology Center and Research(CRICR)**

CRICR was established on 12th December 2002 by Dr. Chandrashekara. S, Rheumatologist and Immunologist. This tertiary reference facility is a unique one-of-its-kind hospital in India, dedicated for management of patients suffering from rheumatic diseases (musculoskeletal) and other immunological diseases. It provides a complete care under one roof to the patients suffering from arthritis and other immunological diseases such as immunodeficiency disorders, allergic disorders and immuno-hematological disorders.

- b. **Sri Siddhartha Academy of Higher Education, Tumakuru, Karnataka, India** was founded by Dr. G. Shivaprasad, chancellor in 2008. The university is working with vision reach the unreachable and the institutional research work is being carrying out at the constituent college level. The PhD programme was started in 2012 with 10 students, and now 190 students are performing research both in the medical and engineering fields.

- c. The purpose of this MoU is with reference to exploring the areas of research and development, which will further enhance the research of both the **Sri Siddhartha Academy of Higher Education, Agalakote, Tumakuru** and **ChanRe Rheumatology and Immunology Center and Research**. This collaboration will benefit the research scholars of the University.

Agalakote, B.H.Road, Tumkur - 572 107, Karnataka, India

Ph : 0816-2275516, Fax : +91-0816-2275510

E-mail : info@sahe.in ♦ www.sahetumkur.ac.in



SRI SIDDHARTHA ACADEMY OF HIGHER EDUCATION

Sri Siddhartha University

(Declared as Deemed to be University u/s 3 of UGC Act,1956)

This MoU WITNESS as follows:



Areas of cooperation

1. **ChanRe Rheumatology and Immunology Center and Research** provides the platform for the students to carry out research on medical domain problems using real time health data.
 2. **ChanRe Rheumatology and Immunology Center and Research** agrees to offer practical training and a comprehensive package of learning to the collaborating University. **ChanRe Rheumatology and Immunology Center and Research** shall support the student and faculty communities through workshops, faculty development programmes and student internships.
 3. **ChanRe Rheumatology and Immunology Center and Research** shall explore the possibilities of supporting **Sri Siddhartha Academy of Higher Education, Agalakote, Tumakuru** in learning, hiring and research requirements based on mutual convenience.
 4. The collaboration with **ChanRe Rheumatology and Immunology Center and Research** offers the following benefits to the students:
 1. Gain valuable work experience
 2. Explore a practical hands on session
 3. Develop and refine skills
 4. Network with professionals in the field
 5. Gain confidence
 5. **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 notwithstanding any termination of this MoU.
- "Sri Siddhartha Academy of Higher Education and student will sign Non-Disclosure agreement" where any confidential information pertaining to **ChanRe Rheumatology and Immunology Center and Research** will not be revealed accidentally or intentionally.



SRI SIDDHARTHA ACADEMY OF HIGHER EDUCATION

Sri Siddhartha University

(Declared as Deemed to be University u/s 3 of UGC Act,1956)



6. **Intellectual Property Rights:** IPR titles or ownership of any products, proprietary information or technology tools, processes, utilities, and methodology including any **ChanRe Rheumatology and Immunology Center and Research** 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 **ChanRe Rheumatology and Immunology Center and Research** hereunder, and all customizations, enhancements and modifications thereof, need not be transferred from **ChanRe Rheumatology and Immunology Center and Research** to the Collaborating University on account of use of the same as part of any work under this MoU and shall always remain with **ChanRe Rheumatology and Immunology Center and Research**.

Any intellectual property right which derives out of the actual collaborative initiatives, works done jointly with the different wings of the collaborating university and ChanRe Rheumatology & Immunology Center & Research together will remain with both the collaborative university and ChanRe Rheumatology & Immunology Center & Research. Any derivatives out of this intellectual property rights will be in proportion to the initiative, inputs, etc. from either ChanRe Rheumatology & Immunology Center & Research or the collaborative university departments.

7. 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.
8. 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 non-exclusive relationship between the parties and nothing contained herein shall preclude either party from participating/initiating similar relationship with third parties.
9. 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.
10. This MOU should not be amended without the prior written consent of both the parties.
11. This MoU will be effective for five years from 24/09/2020 to 23/09/2025. This MoU can be renewed based on mutual convenience.
12. **Governing Law:** This MoU shall be governed by the laws of India and the Courts in Bengaluru and shall have exclusive jurisdiction.



SRI SIDDHARTHA ACADEMY OF HIGHER EDUCATION

Sri Siddhartha University

(Declared as Deemed to be University u/s 3 of UGC Act,1956)



13. **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.

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
Director : **ChanRe Rheumatology and
Immunology Center and
ResearchBengaluru**

To the Collaborating University : **Sri Siddhartha Academy of Higher
Education, Tumakuru**

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 reasons of:

- a) Fire, explosion, cyclone, floods, droughts, earthquakes, and 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
- e) Any other circumstances beyond the reasonable control of the party affected; then not withstanding 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.



SRI SIDDHARTHA ACADEMY OF HIGHER EDUCATION

Sri Siddhartha University

(Declared as Deemed to be University u/s 3 of UGC Act,1956)



IN WITNESS WHEREOF THE parties have set their hands under their respective seal of office.

Dr. Chandrashekar S
Prof. and Managing Director
ChanRe Rheumatology and
Immunology and Research center
No. 414/65, 20th Main, Tumakuru-
572102
West of Chord Road, 1st block,
Rajajinagar, Bengaluru - 560010

Dr. P Balakrishna Shetty
Vice Chancellor
Sri Siddhartha Academy of Higher
Education
Agalkote, Tumkur – 572107

Witnesses:

1.

REGISTRAR

2. Sri Siddhartha Academy of Higher Education
Agalakote, B.H. Road, Tumkur - 572 107.

CONTROLLER OF EXAMINATIONS
Sri Siddhartha Academy of Higher Education
TUMKUR - 572 107, KARNATAKA

Agalakote, B.H.Road, Tumkur - 572 107, Karnataka, India

Ph : 0816-2275516, Fax : +91-0816-2275510

E-mail : info@sahe.in ♦ www.sahetumkur.ac.in