



ಕರ್ನಾಟಕ ರಾಜ್ಯ ಡಾ. ಗಂಗೂಬಾಯಿ ಹಾಂಗಲ್
ಸಂಗೀತ ಮತ್ತು ಪ್ರದರ್ಶಕ ಕಲೆಗಳ ವಿಶ್ವವಿದ್ಯಾಲಯ, ಮೈಸೂರು

ಜಿ.ಎಲ್.ಬಿ. ರಸ್ತೆ, ಅಶೋಕ ವೃತ್ತದ ಹತ್ತಿರ
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NO.KSGH/MPAU/755/2022-23

DATE: 06.04.2023

NOTIFICATION

Sub:- Statute relating to “recognition of certain institutions for offering various programmes leading to Award of Degrees, Post Graduate Degrees, Diplomas, Post Graduate Diplomas and Certificates by the Karnataka Rajya Dr. Gangubai Hangal Sangeetha mattu Pradarshaka Kalegala Vishwavidyalaya, 2022”.

Ref:- Letter No. ED-UNE/2023 dated 29.03.2023 from the Additional chief secretary to Government, Department of Higher Education Government of Karnataka.

In exercise of powers conferred on it Under section 39 and read with Sub-sections (2), (6) & 15 of section of 5 of Karnataka Rajya Dr. Gangubai Hangal Sangeetha mattu Pradarshaka Kalegala Vishwavidyalaya Act 2009, the Statute relating to “recognition of certain institutions for offering various programmes leading to Award of Degrees, Post Graduate Degrees, Diplomas, Post Graduate Diplomas and Certificates by the Karnataka Rajya Dr. Gangubai Hangal Sangeetha mattu Pradarshaka Kalegala Vishwavidyalaya, 2022” is hereby notified and as hereto annexed.

The Statutes received the assent of the Chancellor on 27.03.2023.

By order


REGISTRAR
Registrar

Karnataka State Dr. Gangubai Hangal
Music and Performing Arts University
Mysuru-570 004

Copies to,

1. Additional chief secretary to Government, Higher Education Department, Government of Karnataka.
2. Special Secretary to Governor, Raj bhavan Bengaluru.
3. Deans of all the Faculties, KSGHMPAU, Mysuru.
4. Registrar (Evaluation), KSGHMPAU, Mysuru.
5. PS to Vice Chancellor/Registrar/Registrar (Evaluation)



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THE KARNATAKA RAJYA Dr. GANGUBAI HANGAL
SANGEETHA MATTU PRADARSHAKA KALEGALA VISHWAVIDYALAYA, MYSURU.

STATUTE RELATING TO RECOGNITION OF CERTAIN INSTITUTIONS FOR OFFERING VARIOUS PROGRAMMES LEADING TO AWARD OF DEGREES, POST GRADUATE DEGREES, DIPLOMAS, POST GRADUATE DIPLOMAS AND CERTIFICATES BY THE KARNATAKA RAJYA DR. GANGUBAI HANGAL SANGEETHA MATTU PRADARSHAKA KALEGALA VISHWAVIDYALAYA, 2022.

(Framed under Section 39 read with Sub-Sections (2), (6) & (15) of Section 5 of the Karnataka Rajya Dr. Gangubai Hangal Sangeetha Mattu Pradarshaka Kalegala Vishwavidyalaya Act, 2009)

1. PREAMBLE:

The dream of modern Karnataka as reflected in the Vision Document 2020 could be achieved only when the universities generate human resources who can meet the global challenges with more emphasis on reaching rural, backward and remote areas in Music, and Performing Arts. Formal education in the university system cannot reach them due to various constraints.

The Karnataka Rajya Dr. Gangubai Hangal Sangeetha Mattu Pradarshaka Kalegala Vishwavidyalaya was established through The Karnataka Rajya Dr. Gangubai Hangal Sangeetha Mattu Pradarshaka Kalegala Vishwavidyalaya Act, 2009, exclusively for furthering the advancement of learning and prosecution of research, documentation, publishing of audio and video recording, popularising of all branches of music and performing arts.

1.1. Sub-Section (2) of Section 5 of the Act empowers the University to confer degrees, diploma and other academic distinctions on persons who shall have carried out research in the University or in any other Institution or Centre situated in India or in other countries, recognised by the University for the purpose of furthering the objectives of the University after obtaining due permission from the concerned authorities, under conditions prescribed irrespective of their religion, race, creed, caste sex or class or any of them.

Registrar

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Vice Chancellor

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27.3.23

**THAARWARDHAND GEHLOT
CHANCELLOR**

1.2. Sub-Section (6) of Section 5 of the Act empowers the University to co-operate with any other University, authority or association or any other public or private body having in view the promotion of purposes and objects similar to those of the University for such purpose as may be agreed upon, on such terms and conditions, as may, from time to time, be prescribed.

1.3. Sub-Section (15) of Section 5 of the Act empowers the University to enter into agreement with other bodies or persons for the purpose of promoting the objects of the University including the assuming of the management of any institution under them and the taking over of the rights and liabilities.

2. PURPOSE OF THE STATUTE:

2.1 Given the crucial role of education and training, many institutions are engaged in the pursuit of education, research and extension activities in the field of Music and Performing arts. These institutions have also facilitated the inter-facing of such education and training with career development, community development.

2.2 The purpose of these Statute is to formalize the alliances and co-operation/collaboration with these institutions through MoU/Agreement and to further the cause of education in the field of Music and Performing arts.

2.3 These Statute are framed to ensure the following objects:

- a) To facilitate the institutions to strengthen their academic pursuits;
- b) To improve the core competencies of those who pursue these programs, which are professional in nature;
- c) To bring in the inputs from various sectors like NGOs, Public Agencies, Independent organizations and professional bodies to the University;
- d) To achieve academic collaboration and integration, which helps in ensuring quality and maintaining standards.
- e) To impart teaching of music and performing arts under Gurukula (ancient traditional) system and modern (contemporary academic) system, Gurukula system will have the faculty of veteran musicians and maestros.


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Vice Chancellor
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Hence, this Statute namely,-

3. SHORT TITLE, COMMENCEMENT AND APPLICATION:

3.1 This Statute shall be called **STATUTE RELATING TO RECOGNITION OF CERTAIN INSTITUTIONS FOR OFFERING VARIOUS PROGRAMMES LEADING TO AWARD OF DEGREES, POST GRADUATE DEGREES, DIPLOMAS AND POST GRADUATE DIPLOMAS AND CERTIFICATES BY THE KARNATAKA RAJYA DR. GANGUBAI HANGAL SANGEETHA MATTU PRADARSHAKA KALEGALA VISHWAVIDYALAYA, 2022.**

3.2 This Statute shall come into force from the date of assent by the Chancellor of Universities in Karnataka.

4. DEFINITIONS:

4.1 **"Academic Council"** means the Academic Council constituted under University Act.

4.2 **"Act"** means The Karnataka Rajya Dr. Gangubai Hangal Sangeetha Mattu Pradarshaka Kalegala Vishwavidyalaya Act, 2009.

4.3 **"Board of Studies"** means the Board of Studies constituted as per the provisions of the University Act.

4.4 **"Course"** means a number of units of study (earlier called a "Paper") along with prescribed academic activities within a subject carrying a fixed number of credits.

4.5 **"Credit"** means a unit by which the course work is measured. It determines the number of hours of instructions required per week in a semester. One credit is equivalent to one hour of lecture or two hours of practical work/field work/tutorial per week in a semester. It will be generally equivalent to 13-15 hours of instructions.

4.6 **"Credit Point"** means the product of grade points and number of credits for a course.

4.7 **"Degree"** means the Degree of the University.



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- 4.8 **'Equivalence Committee'** means the committee constituted by the University to consider the equivalence of courses/programmes.
- 4.9 **"Examination Centre"** means a place where examinations are conducted which has the requisite infrastructure and adequate work force for the smooth conduct of examinations as required by the regulations.
- 4.10 **"Institution"** means an Institution or a Centre or a Public or Private Body registered under registration of Societies Act, Trust Act or any other act of the central or state governments having in view the promotion of purposes and objects similar of those of the University, situated within or outside the area of main University recognized by the University to conduct Undergraduate, Post-Graduate, Certificate, Diploma, Post-Graduation Diploma and research Programmes and those engaged in teaching, training, research and extension activities in Music and Performing Arts as per Memorandum of Understanding entered into.
- 4.11 **"MoU"** means Memorandum of Understanding between the University and the Institution/Centre/Body;
- 4.12 **"On Self-Financing Basis"** means meeting the financial needs of the institution from internal sources for the establishment, operation, and/or maintenance. It shall be the responsibility of the concerned institution/body/unit to mobilize and arrange necessary resources to run the programmes.
- 4.13 **"Programme"** means a totality of courses of study leading to the award of a Undergraduate, Post-Graduate, Certificate, Diploma, Post-Graduation Diploma and research Programmes by the University under the Act;
- 4.14 **"Syndicate"** means the authority of the University as specified in the Act.
- 4.15 **"Twinning"** means an arrangement made with an institution to offer Undergraduate, Post-Graduate, Certificate, Diploma, Post-Graduation Diploma Programmes and Research Programmes leading to the award of Degree/ Post-Graduate Degree/Certificate/Diploma/Research Programmes using the resources of the institutions.
- 4.16 **"University"** means the Karnataka Rajya Dr. Gangubai Hangal Sangeetha Mattu Pradarshaka Kalegala Vishwavidyalaya, Mysuru;


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4.17 "University Area" means the jurisdiction of the University as specified in Section 7 of the Act.

Unless the context otherwise requires the words and expressions used herein shall have the same meaning as assigned to them in the KARNATAKA RAJYA DR. GANGUBAI HANGAL SANGEETHA MATTU PRADARSHAKA KALEGALA VISHWAVIDYALAYA ACT, 2009.

5. MANNER OF ACCORDING MEMORANDUM OF UNDERSTANDING:

- 5.1 An institution as specified in Clause 4.10 of these Statute for conducting Undergraduate, Post-Graduate, Certificate, Diploma, Post-Graduation Diploma Programmes and Research Programmes leading to the award of Degree/ Post-Graduate Degree/Certificate/Diploma/Research Programmes, may submit an application along with the prescribed fee, seeking recognition by the University, in the proforma prescribed as in **APPENDIX-I** to this Statute.
- 5.2 After scrutiny of such application, the Syndicate may constitute an Inspection Committee to inspect the said institution for verifying the particulars mentioned in the application and to ascertain whether –
- it is under the management of a regularly constituted Managing Council, and its financial resources are such that due provision can be made for its continued maintenance and effective working;
 - the institution can arrange for teaching and other academic activities with competent faculty;
 - it has sufficient accommodation for carrying out such studies for the number of candidates proposed to be admitted to the programmes every year, and learning resources, and to gather such other details as the Inspection Committee may find relevant.
- 5.3 After such inspection, the Inspection Committee shall submit its detailed report in the format prescribed in **Appendix-II** to this Statute.
- 5.4 If the Syndicate is satisfied after going through such report submitted by such inspection committee, it may permit such institution to provide such programmes as may be specified by the Syndicate subject to entering into MoU/Agreement by such institution, in the draft format prescribed in **Appendix III** to this Statute, as far as applicable.


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6. CONDITIONS SUBJECT TO WHICH MEMORANDUM OF UNDERSTANDING IS ACCORDED:

- 6.1 The MoU in writing to be entered into between such institution and the Registrar of the University, who has been authorized by the Syndicate, shall contain declared undertaking by the institution to be borne by such conditions that may be prescribed in the format mentioned in **Appendix III**.
- 6.2 If the institution runs more than one unit/branch, then approval of the Syndicate has to be obtained in respect of each unit/branch under the provisions of this Statute. It shall be treated as a separate unit and a separate MoU needs to be approved by the Syndicate.
- 6.3 The maximum intake fixed by the Syndicate for each programme of study shall be mentioned in the MoU and admission for any programme over and above the maximum intake fixed shall render the MoU liable for termination. The MoU shall contain the various conditions mentioned in Appendix III along with special conditions, if any, in respect of the particular programme.
- 6.4 The consequences of such recognition of the Institution shall be mentioned in the MoU.
- 6.5 Provision for constitution of a Managing Council for conducting the programmes efficiently with its powers and functions shall be made in the MoU.
- 6.6 The duration for which such recognition/MoU has been accorded, and the manner in which such recognition/MOU shall be withdrawn and the consequences of such withdrawal of recognition shall also be mentioned in such MoU. Such recognition may also be renewed by mutual consent of both the parties for a period not exceeding three academic years at a time.
- 6.7 The financial arrangements agreed to by the parties shall also be incorporated in the MoU.
- 6.8 The extent to which each party shall be liable shall be made clear in the MoU.
- 6.9 The manner of settling disputes that may arise between the parties to the MoU shall also be made clear in the said MoU.


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- 6.10 The MoU may also contain the details of the manner of the utilization of resources on these institutions recognized by the University.
- 6.11 The management of the institution shall not close down the institution or a programme during the middle of the academic year and until the usual examinations conducted by the University in respect of the programmes are over and a formal order issued by the University to do so.
- 6.12 Such other conditions that may be necessary in respect of any particular course of study may also be mentioned in the MoU.
- 6.13 The Institution shall take necessary steps to ensure the quality of the programme to maintain and enhance the reputation of the parties to the Memorandum of Understanding.
- 6.14 The institution shall admit candidates belonging to SC/ST/OBC/EWS/H-K/PWD as per the reservation policy of the Government of Karnataka and as per the Government orders issued from time to time.

7. MAINTAINING ACADEMIC STANDARDS:

- 7.1 The Institution shall see that periodic assessment of the faculty and the program is conducted by the candidates/stakeholders that shall be made available to the Managing Council and the University.

8. CONSEQUENCES OF ACCORDING RECOGNITION:

- 8.1 The examination shall be conducted as per the rules and regulations approved by the statutory authorities, i.e. the Board of Studies, the Faculty and the Academic Council for the Undergraduate/Post-Graduate/Certificate/Diploma/Post-Graduation Diploma and Research Programmes.
- 8.2. The University shall exercise the prerogative to scrutinize the eligibility of students selected and ensure that it is properly done.


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- 8.3 The University may from time to time send an inspection team to the institution to monitor the conduct of the programmes or any other matters relating to the programme.
- 8.4 After completion of the examination process, the University shall issue / award the degree / diploma / certificate to the students through the Institution.
- 8.5 Conducting of Programmes, Curriculum, medium of Instruction, eligibility for admission, Programmes Structure and Syllabi, Credits and Minimum qualifying marks, Exams and the Fee structure shall be as determined by the University from time to time.
- 8.6. All recognised institutions shall be strictly adhering to the university regulations/Statutes.

9. POWER TO REMOVE DIFFICULTIES:

If any difficulty arises in giving effect to the provisions of this Statute the Vice-Chancellor may by order issue clarifications or directions to implement the relevant provisions of the Statute, in accordance with the Act, Statute, as appears to be necessary or expedient for removing difficulties. Any such clarifications shall be brought out in the form of guidelines.

REGISTRAR

Registrar

**Karnataka State Dr. Gangubai Hanga
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VICE - CHANCELLOR

Vice Chancellor

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**THAAWARCHAND GEHLOT
CHANCELLOR**

KARNATAKA RAJYA Dr. GANGUBAI HANGAL SANGEETHA MATTU PRADARSHAKA
KALEGALA VISHWAVIDYALAYA

Appendix-I

APPLICATION FOR RECOGNITION OF INSTITUTIONS TO CONDUCT UNIVERSITY
PROGRAMMES

(Undergraduate/Post-Graduate/Certificate/Diploma/Post-Graduate
Diploma/Research Programmes)

Sl. No.	Particulars	Details
1	Name of Institution & Address with contact details:	
2	Organization/Society/Trust/other body which manages or runs the institution and the official address etc.:	
3	The purpose for which MoU is sought for	
4	In what way, the MoU of the institution with the University will advance the purpose	
5	Specific Programmes, sought to be conducted	
6	Name and Address of the Coordinator/ Principal/ HoD/Director from the Institution	
7	Details of Managing Council	
8	Details of accommodation and other infrastructure for the proposed programmes	
9	Details of Teaching arrangement with qualifications of teacher	
10	Details of Library facilities/ Laboratory/ List of instruments to run the programme/ Sports facilities / learning resources etc.,	
11	Financial Stability of the Institution	

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12	Inspection Fee/Processing Fee (With Details)	
13	Such other details that are relevant to offering programs	
14	Declaration by the Management for fulfilling the above conditions	

Signature of Principal/Director/Co-ordinator
With Seal



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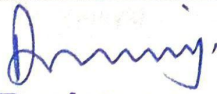
Appendix-II**REPORT OF THE INSPECTION COMMITTEE**

Reference : -----.

Members of the Inspection committee

1		Chairman
2		Member
3		Member
4		Convener

Date of Inspection	
Whether the facts stated in the application are true	
Intake recommended for each programme	
1. Number of Class Rooms	
2. Number of Faculty Rooms	
3. Number of Seminar Hall/s	
4. Research Facilities	
5. Common room for students	
6. Wash Room facilities	
7. Common room for women students with facilities	
8. Office Room/Directors Room/Principal room	
9. Canteen facilities	
10. Lab/Studio/Computer Lab/Sports Facility	


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11. Library facilities/learning resources	
12. Financial resources of the Organization for continued maintenance and efficient working of the Institution	
13. Whether compliance with requirements of Income Tax Act and Acts is satisfied	

Observations:

Conditions:

Recommendations:

()

Member Convener

()

Member

()

Chairman



Registrar

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APPENDIX III
AGREEMENT/MEMORANDUM OF UNDERSTANDING

1. Parties to the Agreement

2. Karnataka Rajya Dr. Gangubai Hangal Sangeetha Mattu Pradarshaka Kalegala Vishwavidyalaya, Mysuru (hereafter called the University) and -----
(name of the institution) on being satisfied from the Inspection report submitted by the Inspection team has granted recognition to (name of the Institution) under Section 39 of the University to offer the following programmes, subject to the terms and conditions as declared here under.

Name of the Programmes:

- (i)
- (ii)
- (iii)

3. TERMS AND CONDITIONS

It shall be the responsibility of the Institution to arrange the following;

- 3.1 The Institution shall strictly adhere to the list of the programmes and schedules notified in the prospectus while conducting the programs.
- 3.2 The Institution shall be responsible to ensure that adequate arrangements are made to popularize the programmes and attract large number of applications. The institution shall advertise the programs, prepare and print the prospectus with the notification about this joint venture, distribute, enroll the students using its own machinery on or off the campus. The specimen copies of the prospectus and the advertisement shall be given to the University for Prior Approval and after approval the same shall be issued by the institution. The University shall also extend all possible support to popularize the program.
- 3.3 The Institution shall not admit students beyond the intake fixed by the university for each programme and the same can be reviewed.
- 3.4 The minimum qualification and eligibility for admission of students to each of such programmes shall be as per the regulations approved by the University. The University shall have the power to scrutinize the eligibility of students admitted to each programme of study and refuse admission given to any student who does not fulfill the minimum requirements.
- 3.5 Qualifications of the faculty recruited shall be as per the norms prescribed by the UGC/AICTE /or any other professional body.



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- 3.6 In the case of visiting faculty who do not possess the required qualifications as per the norms prescribed by the UGC/AICTE/or any other professional body, the Managing Council shall take into consideration the experience/expertise of the faculty.
- 3.7 Prescribed hours of teaching/project work/lab work/field work etc. as prescribed by the University (As per the Regulations approved by the Academic Council) shall be satisfactorily completed and report submitted to the University.
- 3.8 Sufficient infrastructure (lab/Computer lab/system/software) and other learning resources shall be made available.


4. MANAGING COUNCIL

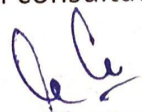
There shall be a separate Managing Council exclusively for each of the programs which shall be responsible for all academic, administrative and financial aspects relating to the program. The University shall constitute a Managing Council which shall have functional autonomy for smooth running of the program. This Managing Council shall not only interface with the University authorities but also co-ordinate with all other agencies for the smooth running of the program. The Managing Council shall oversee the activities relating to the program and give necessary directions so that the quality of the program is ensured and sustained. It shall be the responsibility of this Managing Council to ensure that all the issues relating to this program are addressed and appropriate decisions are taken in the interest of the students and also the reputation of the University. The Managing Council shall serve as an authority to guide/monitor/initiate/control the various activities relating to the program.

4.1 Composition of the Managing Council

The Managing Council shall consist of the following members.

- | | |
|---|-------------|
| a) The Vice-Chancellor | ...Chairman |
| b) The Registrar | ...Member |
| c) The Registrar (Evaluation) | ...Member |
| d) One Member from the Syndicate | ...Member |
| e) Three Members nominated by the Vice-Chancellor in consultation with the Concerned organization. | |
| f) Two Members of the concerned agency/institution/centre or other associated institutions nominated by the head of the institution/organization. | |
| g) Two representatives from the professional bodies/related Government departments or the related organizations including international agencies, if necessary, nominated by the Vice-Chancellor in consultation with the Head of the institution. | |


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- h) The Director/Coordinator of the program nominated by the agency shall be the Member Secretary of the Council.

The total membership of the Managing Council shall not exceed 12. If required, experts may be invited as Special Invitee/s who shall have no voting rights.

- 4.1 (a) The term of the Managing Council shall be for five academic years.
- 4.1 (b) Any casual vacancy of nominated members caused by death, resignation, or the member ceasing to hold a particular office or a particular designation by virtue of which he became a member shall be filled up by the Vice- Chancellor for the unexpired term of office of the member.
- 4.1(c) The Managing Council shall meet at least once in three months in an academic year to review the implementation of program and to assess the program of the activities.
- 4.1(d) 50% of the Members shall form the quorum for the meeting. No quorum is required for an adjourned meeting.
- 4.1(e) The Vice-Chancellor or, in his absence, any member nominated by him, shall preside over the meeting.
- 4.1(f) The agenda for the meeting will be made available to the members much in advance and it shall be discussed and debated before the decision is arrived at. If any issue involves voting, it shall be decided by a majority of votes; the Chairman shall have a casting vote in addition to his vote as a member, in case of tie.
- 4.1(g) Record of Meetings: Record of the business transactions of the Managing Council shall be maintained properly. Copy of the minutes of the meeting of the Managing Council shall be made available to the members and to the University.

4.2 EXTRA-ORDINARY MEETING

The Vice-Chancellor, whenever appropriate, may convene the meeting for the transaction of urgent business. The Member Secretary, under the direction of the Chairman shall send a notice 10 days in advance along with the agenda.

4.3 FUNCTIONS OF THE MANAGING COUNCIL

The Managing Council shall:

- 4.3 (a) To discuss all academic matters pertaining to the program and ensure that its recommendations are implemented by the said Institution recognized by the University.
- 4.3 (b) Plan the utilization of grants for Teaching, Equipments, Exchange, Furniture etc. to be specified by the Member Secretary.
- 4.3 (c) Prepare general plan of work and time table.
- 4.3 (d) Plan Research Activities/Organize Seminars/Conferences/Workshops
- 4.3 (e) Discuss any other matter connected with the program or any new program proposed.


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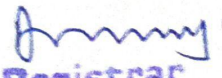
4.4 Designation of Member Secretary:

The person nominated or authorized by the Institution shall be the Member Secretary.

The Member Secretary shall be solely responsible for the smooth and efficient functioning of the Managing Council and shall implement all the recommendations/decisions of the Managing Council.

5. FINANCIAL ARRANGEMENTS:

- 5.1 The MOU / Agreement shall have the clause that all fees shall be collected in the ***name of the institution recognized by the University through a bank demand draft.*** The concerned institution shall pay the prescribed amount to the University as specified in the MOU along with the list of candidates for approval of admission.
- 5.2 A registration fee, eligibility fee, equivalence fee etc. as stipulated by the University in the fee structure notification shall be collected and paid to the University. This is subject to revision of fee structure by the University.
- 5.3 The fees charged by the university for self-financed courses under different faculties shall form the guideline in working out fees for students. Actual expenses, which would be required to be incurred, would be taken into account and on this basis the final figure would be arrived at.
- 5.4 The payment schedule for the courses shall be decided by the Institution from time to time depending upon the duration and type of the program and the detail shall be submitted to the university .
- 5.5 Students shall make all payments to the Institution as per the payment schedule and norms of the course.
- 5.6 The fee collected for the prospectus shall go to the Institution.
- 5.7 The Institution as per the enrolment statistics submitted to the university shall deposit 25% of the total course fee collected (excepting Registration fee and fees for value added services) and the university shall confirm the enrolment after satisfying with the eligibility requirement. The percentage of fee which should accrue to the university shall not vary for different institutions excepting in certain cases which shall be decided by the Syndicate after examining the request of such institution. The institution shall justify its claim for such concession.
- 5.8 The fees collected by the said Institution after remitting the University amount shall utilize the remaining resources for providing all facilities to impart teaching/training/research and also to ensure quality and excellence.
- 5.9 The fee structure may vary if NRI/Foreign Students are admitted. The Institution shall provide details to the University and obtain approval of the University.
- 5.10 The Institution shall retain the fees collected for any value added services provided to the students.


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- 5.11 The Institution shall collect the examination fee prescribed for the purpose from every candidate and remit the same to the university. The examination section shall arrange for the conduct of examination as per the regulation approved by Academic Council.
- 5.12 The University shall ensure that the marks card, degree certificate etc is issued to the candidates through the concerned institution and it shall be on par with the regular programs of the University.

6. PERIOD OF RECOGNITION

- 6.1. Such recognition granted by the University shall not be for more than 5 academic years from the date of signing the MOU / Agreement by both the parties. The same may however be renewed from time to time for not more than 3 academic years by mutual agreement.

7. TERMINATION

7.1 Either Party may forthwith terminate this MOU / Agreement:

- a) if the other Party assigns or attempts to assign the whole or part of its interest under this MOU/Agreement; or
- b) If the other Party goes into liquidation or proceedings insolvency/bankruptcy.
- c) If the other Party materially breaches the terms of this MOU/Agreement.

In the event of termination of this MOU/Agreement, both Parties shall, forthwith, ceased to use and ensure that the other Party's name, mark or logo in any manner whatsoever as related to this MOU/Agreement, shall not be used by any person in any manner whatsoever.

- 7.2 **Survival of Obligations:** Any termination of the MOU/ Agreement shall be on the understanding that Students who have already enrolled in any of the programmes as at the date of termination shall be entitled to complete their respective programmes and be eligible to appear for the assessment / examinations conducted and to obtain an award of the degree applicable for such programmes. The obligations of the Parties with respect to any such incomplete Courses shall continue to be in force during such period, notwithstanding any prior termination of the MOU/ Agreement. However, if a student does not complete the examination within the duration of the programme or within the duration of the MoU/Agreement, he shall have to appear for the examination only in the university campus for the academic year commencing prior to the date of termination. All other obligations of the Parties which by their nature would continue beyond the termination, cancellation or expiration of this MOU/Agreement.



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8. LIABILITY

Neither Party shall be liable for any indirect, incidental or economic consequential damages (such as lost profits).

9. DISPUTE RESOLUTION AND JURISDICTION

9.1 The parties to this MOU/Agreement shall settle any dispute arising out of this MOU / Agreement through mutual negotiation and agreements. In case settlement is not arrived at, the dispute(s) shall be referred to a mutually acceptable sole arbitrator and the proceedings shall be in accordance with the provisions of the Arbitration and Conciliation Act 1996.

9.2 This MOU/Agreement shall be governed by the laws of India and both Parties are subject to the exclusive jurisdiction of courts in Mysore/Bangalore for the purpose.

10. CONFIDENTIALITY:

10.1 Any exchange of confidential information shall be made under and pursuant to a separately executed agreement for the exchange of confidential information.

10.2 Confidential records of the students, attendance records, semester transcripts, answer scripts, submitted assignments, project documents, and any materials or intellectual capital generated out of the project work or test/assignments pertaining to this course shall remain exclusive property of that institution only. The university shall have the right to retain one copy of the said attendance records, semester transcripts, answer scripts, submitted assignment and project documents for the purpose of maintaining records of the same for its internal audits and for no other purpose. Duplication of such items without prior written permission from the concerned institution is prohibited.

11. MISCELLANEOUS

11.1 **Notice:** Any notice or other information required to be given to the other party shall be given in writing. Such notice may be provided, using any of the following:

a) registered post or a nationally recognized courier; or

b) e-mail or comparable means of communication (provided that a confirmation copy of the same is sent by means specified in (a) above within 24 hours of transmission).

c) such notices when sent to each Party shall be at the address specified in the MoU/Agreement.



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11.2 **Governing Law:** This Agreement shall be governed by the laws of India.

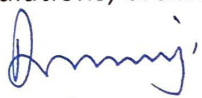
11.3 **Force Majeure:** If the performance of either party, of any of its obligations (not being an obligation to make any payment in terms of this Agreement) is prevented, restricted or interfered with by reason of an event of Force Majeure, then such party shall be excused from such performance to the extent of such prevention, restriction or interference; provided, however, that such party shall give prompt notice within a period of 7 (seven) days from the date of the Force Majeure occurrence to the other party of such Force Majeure, including a description, in reasonable cause of the Force Majeure; and provided further that such party shall use reasonable efforts to avoid or remove such cause of non-performance and shall continue performance under the Agreement whenever such Force Majeure event is removed. In the event such Force Majeure event is not removed within a reasonable period of time, the parties may with mutual consent in writing decide further course of action, and in the event of a dispute, the matter shall be resolved through arbitration under the relevant provision.

11.4 If any provision of this MOU / Agreement is held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall in no way be affected or impaired thereby as long as the intent of the parties can be preserved.

11.5 No waiver by any Party of any default with respect to any provision, condition or requirement hereof shall be deemed to be waiver of any other provision, condition or requirement hereof. No delay or omission of any Party to exercise any right hereunder on one occasion in any manner shall impair the exercise of any such right or any other occasion.

11.6 Notwithstanding anything to the contrary in the Agreement, it is specifically and clearly agreed that:

- a) Neither Party shall be liable for any payments of claims by employees of the other Party.
- b) Neither party shall be liable for discharging any financial or other commitments made by the other Party.
- c) Neither Party shall be responsible or liable for any infringement of any law, rules, regulations, orders etc. by the other Party


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12. INDEPENDENT CONTRACTORS

- a) This Agreement shall not be taken to create any joint venture, partnership or other similar arrangement and the Parties shall at all time stand in relation to each other as independent contractors. Neither of them is or shall be an employee or franchisee of the other. Neither of the Parties is or shall be or deemed to be or shall hold itself out to any third party as being the agent or legal representative of the other or have the authority to bind the other Party without the prior approval of that Party in each and every case or accept any liability whatsoever for activities of the other Party.
- b) Neither party is or shall be responsible for the debts incurred by the other or be bound by any contracts or representations made by the other or any obligations undertaken by the other. Neither party shall make any representation pertaining to the other or its business or affairs, without the express written consent and approval of the other.
- c) Neither this Agreement nor any information provided pursuant hereto grants the university any right or license under any trademark, copyright or patent now or subsequently owned or controlled.
- d) The Vice-Chancellor, in consultation with the Management of the Institution, shall decide anything not contained in the MOU/Agreement.


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 22.3.23
THAAWARCHAND GEHLOT
CHANCELLOR