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: KLS VDIT HALIYAL UDYOG VIDYA NAGAR HALIYAL

: Article 6 Agreement relating to Deposit of Title Deed

MEMORANDUM OF UNDERSTANDING

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WATER AND LAND MANAGEMENT INSTITUTE WALMI DHARWAD

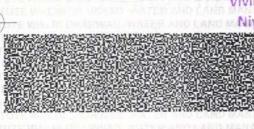
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KLS VDIT HALIYAL UDYOG VIDYA NAGAR HALIYAL

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Shri Charrapati Shivaji Vividhoddesagala Sahakari Sangh Niymith, Haliyal (U.K.) 581 329



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MEMORANDUM OF UNDERSTANDING BETWEEN WATER AND LAND MANAGEMENT INSTITUTE (WALMI), DHARWAD AND KLS VISHWANATHRAO DESHPANDE INSTITUTE OF TECHNOLOGY (VDIT), HALIYAL

This Memorandum of Understanding (MoU) is made between Water and Land Management Institute (WALMI), Dharwad, having its Registered address at Belur Industrial Area, Dharwad, Karnataka State PIN: 580011, hereinafter referred to as "First Party at and KLS Vishwanathrao Deshpande Institute of Technology (VDIT), Haliyal,

Any discrepancy in the details on this Certificate and as available on the website?

HARWADus of discoking the legitimacy is on the users of the certificate.

KLS Vishwanathrao Deshpande

Karnataka 581329 having its registered address at Udyog Vidya Nagar, Dandeli Rd, Haliyal, Karnataka 581329, hereinafter referred to as "Second Party".

WALMI, Dharwad and KLS VDIT, HALIYAL shall individually be referred to as a Party and jointly as Parties, as the context so requires.

Whereas, WALMI, is registered under Karnataka Societies Registration Act of 1960 on 16-06-1986 with an intention of imparting training to Government staff, conduct trainings to farmers, impart technical assistance to engineers and other staff engaged in water management. It provides guidance to Government with respect to policies, law, institutional matters & rules and also takes up demonstrations in collaboration with other institutions.

WHEREAS, KLS VDIT, Haliyal, is affiliated to Visvesvaraya Technological University(VTU), Belagavi and approved by All India Council for Technical Education(AICTE), New Delhi. All the UG Programs of the institute are accredited by NAAC, New Delhi. The motto behind establishment of this institution is to impart quality engineering education for the competitive world.

WHEREAS, WALMI, Dharwad and KLS VDIT, Haliyal intend to co-operate and collaborate for training & capacity building, workshop, conferences, research, demonstration and other agreed activities based on specific requirement to fulfill the aims and objectives of both the institutes.

In pursuance of the above, this MoU is entered as per the approval accorded as per the proceedings of 48th Governing Council (GC) meeting of WALMI held on 11-10-2019, into between the two Parties on the following terms and conditions:

NOW THIS AGREEMENT IS WITNESSED AS UNDER:

- 1. Both parties shall provide training & capacity building, workshop, conferences, research, demonstration, without any cost or charge ofher than as agreed between the Parties, and shall conduct capacity building activities, based on the topics and schedules mutually agreed between the Parties. All trainings and arrangements will be at the mutually agreed cost and expense of both the parties, including arrangements for accommodation, food, and training facilities to the participants, return traveling arrangements/ fare to the participants upto the event areas. Additionally, both parties agree to attend events and deliver technical training sessions based on mutual agreement between both the Parties.
- Both the parties shall share the staff who are qualified and experts in water and land resources, environmental engineering, water resources engineering and geo spatial technology for training, workshop, demonstration, visits etc. at both the locations agreed upon.

The Second party shall recognize experts of the first party in relevant areas as faculty and/or function as Chairperson or member of Department Advisory Committees.

The Second party shall provide the required technical support viz. computer applications warious field and in emerging trending areas such as machine learning, Image

Processing, IoT, simulation and fabrication, etc. required for First party.

WALMI, DHARWAD.

KLS Vishwanathrap Deshpande Institute of Technology, Haliyal

- Both the parties shall invite/participate in any events/activities agreed according to this MoU, in case of sponsorship or conducted by any third party.
- 6. Both Parties may invite each other to participate in national/ International Workshops, Conferences, Seminars and other important scientific meetings for imparting and exchange of knowledge. Such participation shall be on such terms as may be mutually agreed between the Parties. Additionally, both Parties agree to share knowledge for cooperative research in areas of mutual interest.
- Both the parties shall share library and other facilities for collaborative research in areas of mutual interest.
- The Second Party would identify the suitable and willing students, staff and faculty who
 are doing their masters, Ph.D programmes who are interested in the First Party's
 activities.
- Both the parties will share expertise and knowledge in mutually beneficial, research, educational and social activities.
- 10. Research projects, which are mutually beneficial to both the parties may be jointly prepared and applied for funding from outside agencies.
- 11. Benefits such as improved technology, materials, machinery, process, designs and techniques occurring or arising from this cooperative efforts may be used by either or both the parties with due recognition of other party's contribution and entitled for joint ownership / patent.
- 12. There can be exchange of visits by faculty members and scientists for academic, training and research purpose as and when necessary.

13. Amendments:

- 13.1 This MoU represents the entire understanding between the PARTIES and supersedes any and all understandings either oral or written hitherto with respect to the subject matter of this understanding.
- 13.2 No amendment or modification of the MoU shall be valid unless the same is made in writing by both the PARTIES and specifically stating the same to be an amendment of the MoU. The modifications shall become part of the MoU and shall be effective from the date on which they are executed unless otherwise agreed to.
- 14. This Agreement shall be initially valid for a period of five years to be extended for another five years on mutually agreeable terms and conditions which shall be done in writing and signed by both the parties.

15. The parties shall be entitled to terminate the agreement in case of breach by any of the parties in not adhering to stipulation provided herein after giving notice of thirty days to

cure such breach.

DIRECTOR WALMI, DHARWAD.

KLS Vishwanathrao Deshpande Institute of Technology, Haliyal

- 16. No such early termination of this agreement, whether mutual or unilateral, shall affect the obligations of the parties under this agreement entered into pursuant to this understanding which obligations shall survive any such termination.
- 17. Assignment: This MoU is based on the professional competence and expertise of each PARTY and hence neither PARTY shall transfer or assign this agreement or rights or obligations arising hereunder, either wholly or in part, to any third party.
- 18. Non-exclusivity: The relationship of the PARTIES under this understanding shall be nonexclusive and both PARTIES are free to pursue other agreements or collaborations of any kind with any other party or parties.
- 19. Confidentiality: The Parties to this MoU shall ensure that all persons forming part of or associated with each of the Parties shall observe all confidentiality obligations contained herein as well as the terms of this MoU and any information shared by the Parties for the purposes of or in relation to the MoU unless otherwise required to disclose the Confidential Information due to any provision of applicable law, in which case the Party so required shall consult with the other Party prior to making the required disclosure.

No news release, public announcement, advertisement or publicity concerning this MoU shall be made by any Party without prior written approval of the other Party. Any usage of each other brand names, trademarks shall be used only for the purpose permitted herein in accordance with the agreed guidelines issued by respective Party from time to time during the existence of this MoU.

- 20. Conflicts: Conflicts, if any, arising during the period of MoU, shall be resolved through mutual understanding and consent.
- 21. Expert Officers of WALMI, Dharwad can be recognized as Adjunct/Visiting Professors for guiding KLS VDIT Haliyal Students in the specialized field of expertise as per the requirement of second party subjected to availability with the first party.

This MoU has been executed in two originals in English, one of which has been retained by WALMI, Dharwad and the other by VDIT, Haliyal.

IN WITNESS WHEREOF, the PARTIES have executed this MoU on this Day of January -2024 and represent that they approve, accept and agree to the terms contained herein.

> For WALMI, Dharwad Director. WALMI, Dharwadui, DHARWAD.

Dr. Ashik Bellay. HOD, Civil Engr. KLS YDIT Helived

For KLS VDIT, Haliyal

V. A. Kulkarni

Principal Principal

KLB Wishwanathrap Deshpande Institute of Technology, Haliyal

WALMI Dharwad.

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