

## MEMORANDUM OF UNDERSTANDING

This **MEMORANDUM OF UNDERSTANDING** (hereinafter referred to as “**MoU**”) is entered into on this 1<sup>st</sup> day of February 2023, by and between:

**KONGUNADU ARTS AND SCIENCE COLLEGE** (Autonomous), having its office at GN Mills Post, Coimbatore – 641 029, on behalf of its **DEPARTMENT OF CLINICAL NUTRITION**, and represented by its **SECRETARY AND DIRECTOR, DR. C.A. VASUKI** (hereinafter referred to as “**KASC / FIRST PARTY**”)

**AND**

**MANIPAL ACADEMY OF HIGHER EDUCATION**, a deemed University under Section 3 of the UGC Act, 1956, having its registered office at Madhav Nagar, Manipal – 576 104, Karnataka, on behalf of its constituent unit, **WELCOMGROUP GRADUATE SCHOOL OF HOTEL ADMINISTRATION (WGSHA)**, and represented by its **REGISTRAR, DR. P. GIRIDHAR KINI** (hereinafter collectively referred to as “**MAHE / SECOND PARTY**”)

KASC and MAHE are individually referred to as “**Party**” and collectively as “**Parties**”

### **WHEREAS –**

- A. By way of this MoU and any other agreement the Parties may enter into subsequently, the Parties have agreed to jointly conduct activities related to training, internship, lectures, skill development, new product development and research and development to the mutual advantages of both Parties.
- B. In pursuance of the aforesaid, the Parties hereto wish to record under this MoU, the terms of their mutual understanding.

**NOW THEREFORE**, the Parties hereto agree as under:

### **1. OBJECTIVE OF THE MoU:**

The Parties wish to enter into an agreement for strategic partnership based on principles of mutual strengths and benefits. This MoU aims to benefit students and faculty of Hospitality Management through collaboration to develop the knowledge sharing capabilities of both Parties. It is envisaged that this partnership would help high quality resource development which shall be of mutual benefit.



## **2. SCOPE OF THE COLLABORATION:**

### **2.1. Education and Training**

- (a) Facilitation of knowledge resources by mobilizing and sharing the faculty through exchange programs.
- (b) Share innovative content for curriculum building, and syllabi with respect to the current developments.
- (c) The Parties shall jointly work in conducting guest lectures, seminars, interactions and other relevant activities for the benefits of the students. The costs and revenues from these activities shall be shared by the Parties as mutually agreed upon.
- (d) The host Party shall assist in organizing field visits, wherever required.

### **2.2. Research and Development**

- (a) Both Parties shall share technical skills and collaboratively work towards product outcomes.
- (b) Both Parties shall utilize the laboratory facilities for promoting research and developing novel solutions for chosen problems.
- (c) Both Parties shall help each other for conducting research, co-develop proposal writing, pre-data for research work, and conduct research projects.
- (d) Both Parties shall apply for grants to conduct research on common problems in their respective geographical areas.

### **2.3. Faculty and Student Exchange**

- (a) A calendar shall be drawn for each year wherein the Parties shall exchange faculty and students for specified period.
- (b) Expertise of each Party's faculty could be made available to the other Party. Each Parties shall conduct seminar, demonstration and practical lessons for the faculty and students of the other Party. The Parties shall identify specialized areas for deputing its group of students not exceeding twenty to be put at the disposal at their campus.

## **3. FORM OF COLLABORATION:**

It is agreed that both Parties shall bear the return travel cost of their student and faculty, while both Parties shall ensure hosting of the exchanged academia.

## **4. DURATION:**

- 4.1. This MoU shall come into effect from the date of signing by both Parties and shall remain effective for a period of five (5) years, unless terminated by either Party with one (1)



month's written notice to the other Party.

- 4.2. This MoU may only be amended or renewed with the written consent of both Parties.
- 4.3. The implementation and/or continuance of programs or projects established pursuant to this MoU prior to the effective date of termination shall not be affected by the termination of this MoU.

**5. GOOD FAITH:**

Each Party shall execute and carry out this MoU of academic co-operation in good faith and as per the agreed to and shall safeguard their mutual interest.

**6. CONFIDENTIALITY AND LEGAL EFFECT:**

- 6.1. Both Parties shall maintain due confidentiality around the activities that are under discussion and the programs they are developing.
- 6.2. This MoU is not intended to and shall not impose legal obligations on any Party, and neither Party shall be compelled to commit resources to fulfil it. Nonetheless, the Parties shall act with mutual respect towards one another and each shall take such actions and steps in furtherance of this MoU demonstrating good faith.
- 6.3. Either Party shall not at any time, either during the continuance of or after the termination of this MoU, use, disclose or communicate to any third party whatsoever any Confidential Information which they may have or of which they may have become possessed during the course of the Parties' association nor shall any Party supply the names or addresses of any clients, customers, vendors or agents of the other Party to any person except as consented to by the other Party as ordered by a Court of competent jurisdiction. It is further agreed that no Party shall, at any time during the continuance of this association or on expiry or on termination/cessation of this association or thereafter, issue any statements to the press (whether oral or written) without written consent of the other Party. Such restriction shall apply to any statement to any representative of television, radio, film or other similar media and to writing of any article for the press or otherwise for publication on any matter connected with or relating to the business of the other Party.
- 6.4. The obligations under this Clause shall survive the termination or expiration of this MoU.
- 6.5. The term "confidential" shall not include information available in the public domain or through prior expertise of lawfully obtained or available from a third party or other legally available sources. It is further clarified that this Clause shall not apply to knowledge of a general academic.



IN WITNESS WHEREOF, the Parties hereto have caused this MoU to be executed, as on the Effective Date, through their duly authorized representatives.

Signed for and on behalf of

KONGUNADU ARTS AND SCIENCE COLLEGE

Signed for and on behalf of

MANIPAL ACADEMY OF HIGHER EDUCATION

  
Name: **Dr. C.A. VASUKI**  
SECRETARY & DIRECTOR  
Title: **KONGUNADU ARTS AND SCIENCE COLLEGE**  
COIMBATORE - 641 029

  
Name: Dr. P. Giridhar Kini  
Title: Registrar



WITNESS:

  
Name: **Dr. Lalitha Ramaswamy**  
Title:  
Associate Professor and Head  
Department of Clinical Nutrition  
Kongunadu Arts and Science College  
Coimbatore - 641 029

  
Name: Chef Thirugnanasambantham K  
Title: Principal, WGSHA

**Chef K. Thirugnanasambantham**  
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