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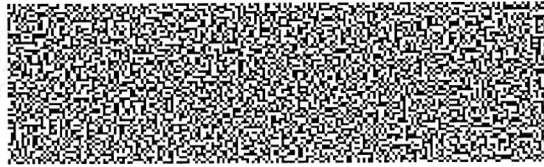
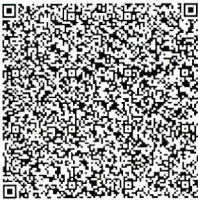
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Government of Karnataka

Rs. 500

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Certificate Issued Date : 10-Oct-2024 03:03 PM
Account Reference : NONACC (FI)/ kaksfcl08/ MANIPAL1/ KA-UD
Unique Doc. Reference : SUBIN-KAKAKSFCL0823479938592172W
Purchased by : MANIPAL ACADEMY OF HIGHER EDUCATION
Description of Document : Article 5(J) Agreement (in any other cases)
Property Description : AGREEMENT
Consideration Price (Rs.) : 0
(Zero)
First Party : MANIPAL ACADEMY OF HIGHER EDUCATION
Second Party : INSTITUTE OF DEFENCE SCIENTISTS AND TECHNOLOGY
Stamp Duty Paid By : MANIPAL ACADEMY OF HIGHER EDUCATION
Stamp Duty Amount(Rs.) : 500
(Five Hundred only)



Please write or type below this line

This stamp paper forms an integral part of Memorandum of Understanding executed between Manipal Academy of Higher Education and Institute of Defence Scientists & Technologists (IDST)

PB Kellee

Statutory Alert:

1. The authenticity of this Stamp certificate should be verified at 'www.shcilestamp.com' or using e-Stamp Mobile App of Stock Holding. Any discrepancy in the details on this Certificate and as available on the website / Mobile App renders it invalid.



Contract for M. Tech course in Defence Technology

By and between

**INSTITUTE OF DEFENCE SCIENTISTS & TECHNOLOGISTS (IDST),
BENGALURU BRANCH, COPS BUILDING, ADE CAMPUS, BENGALURU
560075**

AND

Manipal Academy of Higher Education

**For the purpose of
Conduct of M Tech Course in Defence Technology
Manipal Institute of Technology
for the academic years 2024-25 & 2025-26**



This **MEMORANDUM OF UNDERSTANDING** (hereinafter referred to as “MOU”) is entered on this 10th of October 2024, by and between

MANIPAL ACADEMY OF HIGHER EDUCATION, an institute of eminence and deemed-to-be university under Section 3 of UGC Act, 1956, having its registered office at Madhav Nagar, Manipal – 576104, Karnataka, on behalf of its constituent unit, Manipal Institute of Technology (hereinafter collectively referred to as “**MAHE**”, which expression shall unless repugnant to the context or meaning thereof, be deemed to include its administrator, successor in office, representative and assigns) of the **FIRST PART**.

AND

INSTITUTE OF DEFENCE SCIENTISTS & TECHNOLOGISTS (IDST), Registered under Societies Registration Act XXI of 1860 with Registration Number. 45222 of 2003 dated 30.01.2003, registered office located at SSPL, Lucknow Road, Timarpur, Delhi and Bengaluru Branch located at COPS Building, ADE Campus, Bengaluru – 560075 hereinafter referred to as “**IDST**”, which expression shall unless repugnant to the context or meaning thereof, be deemed to include its administrator, successor in office, representative and assigns) of the **SECOND PART**._THIS MOU IS SIGNED WITH IDST, BENGALURU BRANCH AS MIT COMES UNDER THE JURISDICTION OF THE BENGALURU BRANCH.

MAHE and IDST shall hereinafter be individually referred to as a “PARTY” and collectively as “PARTIES

BACKGROUND:

1. DRDO has proposed conduct of **M. Tech course in Defence Technology** under “**Azadi ki Amrut Mahostav**”. DRDO has already compiled the syllabus for the M. Tech course in Defence Technology and has already been included in the Annual Process Handbook - 2021 of AICTE. DRDO has nominated IDST as a nodal agency to conduct these courses through various academic institutes.
2. DRDO has engaged **Institute of Defence Scientists and Technologists (IDST)** as their Knowledge and Resource **partner for this purpose** as startup support. In order to strengthen the defence-related efforts towards Defence studies, research and impart training to students for their enhancement in preparedness to deal with Defence related job opportunities, this contract is in place with **MAHE** hereafter referred to as “**MAHE**”.

2.1 Activities involved in launching of this programme include the following:



- i. Planning, co-ordination, executing, reviewing and monitoring the courses as per the schedule agreed by MAHE and IDST.
 - ii. Coordinating for the interaction among the DRDO Labs and MAHE
 - iii. Coordinating with Host Institute MAHE, superannuated / working scientists of DRDO, DRDO Labs, experts from PSU / Private Defence industries for course preparation and guest lectures on specific topics.
 - iv. Planning and conducting Lab experiments related to the specific courses and dissertation work conducted at the concerned DRDO Labs / PSU / Private defence industries having required expertise.
3. This agreement draws up the Terms of Reference (ToR), Resource contribution, Conditions for Execution, Commercial Terms and Resolution of Conflict etc. for establishing Courses related to M Tech Course in Defence Technology
4. MAHE shall obtain permission from concerned agencies to undertake and conduct the M Tech course in Defence Technology.

5. TERMS OF CONTRACT for M. Tech COURSE in Defence Technology

5.1. For Both MAHE and IDST:

- a) MAHE shall provide all infrastructure and financial support for establishing and conduct of this course in their premises located at Manipal
- b) MAHE shall project the requirement of faculty to IDST for the subjects related to Defence Technology, for Semesters I & II.
- c) MAHE shall confirm the Title of the Course, Intake Strength and Modality of conduct of Course i.e., number of Lectures, Tutorials, Seminars, Guest Lecturers, Project Work, Site Visits, Period and Style of Examination etc.
- d) MAHE shall follow the syllabus prepared by DRDO which is published in AICTE handbook. In case of change of syllabus, MAHE shall intimate DRDO and accordingly seek permissions from AICTE, if applicable.
- e) IDST will propose the faculty for technical content of the courses from amongst IDST members and / or provisioned list provided by DRDO of retired scientists or from DRDO Labs and external resources. In case the suitable faculties are not



available in the pool of retired scientists, DRDO will nominate working scientists to cover the lectures.

- f) IDST will assist MAHE in identifying external resources, if required.
- g) Schedule of all activities for the entire M. Tech in Defence Technology course shall be prepared / compiled by MAHE Assistance, whenever needed for this purpose, shall be provided by IDST.
- h) Coordination and confirmation of the availability of faculty for specific activity during the course shall be arranged by MAHE, assisted by IDST.
- i) Conduct of activity at site or virtually i.e. Lectures, Seminars, Projects etc shall be the responsibility of the MAHE.
- j) Course teaching material in soft form, Audio / Visual aid and Question papers for assessment of students shall be provided by each faculty under the co-ordination of MAHE. Remuneration for the same will be paid to the faculty as per MAHE norms.
- k) Grading of answer sheets of examinations related to the topics covered by the faculty arranged by IDST / MAHE shall be organized by IDST, if required. Remuneration for the same shall be paid to the faculty by MAHE.
- l) MAHE may nominate their faculty members to undergo training during the conduct of Initial couple of courses who, in turn, will share the faculty workload in subsequent years.
- m) Any administrative facility, **including platform for Online Lectures**, required for the successful conduct of the contract shall be provided by MAHE.
- n) **IDST will appoint a “Course Coordinator (CCO)” to deal with all the courses planned at MAHE under this contract. Likewise, MAHE will appoint an M. Tech in Defence Technology “Programme Coordinator (PCO)” as single point of contact from the MAHE for day-to-day interactions & support for smooth conduct of the course.**
- o) MAHE will approach IDST / DRDO for all labs / Establishments specific project work, dissertation as indicated in syllabus “Guideline’s para 9 (iii) & (v)”. Project report / dissertation may be finalized under the guidance of specified faculty / scientists from MAHE / DRDO Labs for a single student or a group of students.



6. COMMERCIAL TERMS OF THE CONTRACT:

A) MAHE agrees to pay the following service charges per year to IDST:

Rs. 6,80,624/- (Rs Six Lakh Eighty Thousand Six Hundred and Twenty-Four only) per year, inclusive of all taxes.

All payment made under this Agreement shall be subject to TDS.

Payment terms:

For the First Year:

- i) 50% of the contract value shall be paid in advance to IDST on signing this contract.
- ii) 50% shall be paid after completion of Second Semester.

For the Second Year:

- iii) 50% of the contract value shall be paid to IDST on Completion of Third Semester.
- iv) 50% shall be paid after completion of Fourth Semester.

B) The following shall be additional charges for faculty provided through IDST

IDST Faculty charges **@ Rs 3,000/- per lecture**, normally for one hour +
IDST Service charges 20% + GST as applicable, present rate is 18 %

C) In addition, expenses towards out station Travel, Lodging & Boarding, Local Transport etc of the faculty shall be at the cost of MAHE Such expenses shall be capped at 1.5.Lakh

D) Grading of the answer sheet shall be the responsibility of the faculty / examiner and to be paid as per MAHE norms.

E) IDST shall levy **GST as per the prevailing Govt. rules which is 18% at** present on all its invoices.

F) MAHE will apply TDS as per prevailing Government rules at the time of payments. Details of uploading of the same should be furnished to IDST on quarterly basis.

G) IDST - Bengaluru Branch PAN & GST Details:

IDST PAN No. **AAAI7233A** & GST No. 29AAAI72331Z1

7. CONFIDENTIALITY AND DATA PROTECTION:

- Parties shall observe confidentiality of all confidential and proprietary information that they may receive or have access to during the term of this MoU. Such confidential information shall not be disclosed to any third party without disclosing Party's prior written consent and shall not be used for any purpose other than for complying with its obligations



under this MoU.

- Parties shall implement appropriate measures to ensure the security and confidentiality of the personal data and information of the other Party, its employees, agents and representatives obtained during the term of this Agreement and shall be bound by all the relevant laws and regulations that are intended to protect data and personal information, including but not limited to Digital Personal Data Protection Act, 2023

8. INTELLECTUAL PROPERTY RIGHTS:

- Parties shall adhere to the applicable intellectual property laws. Each Party shall retain the rights in and/or title to its respective Intellectual Property previously developed by such Party.
- The rights over any Intellectual Property developed under this collaboration shall be discussed under a separate and specific agreement after written mutual consent of both parties.

9. TERM AND TERMINATION:

- This MoU shall be valid for a period of 2 years starting from [03.10.2024]. This MoU may be renewed for a similar term, or such other period as mutually agreed thereafter based on mutual consent by the Parties. Unless renewed in writing, this MoU stands terminated automatically upon its expiry.
- Either Party may also terminate this MoU prior by giving 1 (one) month's written notice to the other Party.

10. JURISDICTION, GOVERNING LAW AND DISPUTE RESOLUTION:

- This MoU shall be governed by and interpreted pursuant to the laws of India. Subject to arbitration, Parties shall submit to the exclusive jurisdiction of the courts of Bengaluru.
- Any dispute(s) which may arise between the Parties shall be resolved amicably within 30 (thirty) days, failing which, the same shall be referred to Arbitration of a sole Arbitrator to be mutually appointed by the Parties. Arbitration shall, in all matters, be governed by the Arbitration and Conciliation Act, 1996, or any statutory modification or enactment thereof for the time being in force. The Arbitration shall be held at Bengaluru and shall be conducted in English language and the award of the Arbitrator shall be final and binding on the Parties



11. General Conditions:

- A) This Contract creates no binding on both Institutes to engage into any specific assignments or collaborations with mutual consent from both organizations - MAHE and IDST.
- B) Except for loss or damages caused through proven gross negligence or willful default, neither Party shall be liable to the other in contract, tort or otherwise, for any indirect, special, consequential or incidental damages, costs or expenses, arising under or in connection with this Agreement
- C) Either party shall not publish, release any part of the research work to any third party without getting explicit written consent from the other.
- D) Entire Agreement: This MoU constitutes the entire agreement between the Parties with respect to the subject matter described herein and supersedes all other agreements, written or oral, between the Parties.
- E) Amendment: No amendment to or modification of this MoU, in whole or in part, will be valid or binding unless it is in writing and executed by authorized representatives of both Parties.
- F) Assignment: Neither Party may assign nor transfer this MoU, or any rights or obligations under this MoU without the prior written consent of the other Party.
- G) Relationship between Parties: Nothing in this MoU shall create an agent, partner or representative relationship to any other Party. No Party has the authority to assume, create or incur the liability of any kind in the name of, or on behalf of, the other Party except as may be otherwise expressly stated herein.
- H) Non-Exclusivity: This MoU is non-exclusive and nothing herein shall prohibit or restrict either Party from entering into same or similar relationships with any third-party.
- I) Force Majeure: If either Party is unable to perform its obligations under this MoU due to any force majeure event including but not limited to acts of war, hostility, civil commotion, natural calamities, fires, floods, explosions, pandemic, epidemics, quarantine restriction, strikes, lockouts or act of God, beyond the reasonable control of the Party this MoU shall remain suspended for such duration till such inability lasts, provided that the Party so effected shall take all reasonable measures to minimize the effect of the Force Majeure event and shall resume its obligations immediately upon cessation thereof. If the force majeure event subsists for period of more than thirty (30) days, Parties shall mutually decide either on continuity or termination of this



MoU.

J) Notice: All communication and/or notices to be served under this MoU shall be in writing, and shall be sent by post, courier or email directed to the address of each Party mentioned herein:

From MAHE:

Attn: Registrar
Manipal Academy of Higher Education
manipal.edu Building, Madhav Nagar,
Manipal – 576104, Karnataka
Phone: 0820 2922323 / 22980
Email: registrar@manipal.edu
With cc to: legal.mahe@manipal.edu

From Second Party:

Attn:[Dr. AM NAGESWARA YOGI], [Chairman
COPS Building
ADE Campus, New Thippasandra
Bengaluru –560075, KARNATAKA
080 25058193, 08025058192
bengaluruidst@gmail.com

K) Waiver: Any non-exercise of any right under this MoU by either Party shall not be construed to be a waiver of such a right and that Party shall be entitled to exercise the same right in future.

L) Severability: If any provision of this MoU should be found to be void or unenforceable, such provision will be struck out or modified, but only to the extent necessary to comply with the law, and the remainder of this MoU will remain in full force and will not be terminated.

M) Press releases and Publicity: Neither Party shall publish any information relating to this MoU, without the prior written approval of the other Party. The content of such press release or announcement through any means of communication shall be subject to review and written approval by the other Party prior to its release. Parties shall ensure not to distort the logo, copyright, brand image of the other Party for the publicity or press release, and to use the rights granted herein diligently.

N) Execution: This MoU may be executed in any number of counterparts, all of which together will constitute one and the same MoU, executed either electronically / digitally or physically as per Parties mutual convenience. In the event Parties chooses to sign this MoU electronically / digitally, then such electronically / digitally signed MoU shall be valid and binding as if the same has been physically signed by the Parties.

Signatures on Next page.....



MANIPAL
ACADEMY of HIGHER EDUCATION
(Institution of Eminence Deemed to be University)

Agreed upon and signed by:

For and on behalf of

MANIPAL ACADEMY OF HIGHER EDUCATION

Authorized Signatory

Name: Dr. P. Giridhar Kini
Registrar, MAHE
Manipal

For and on behalf of

**INSTITUTE OF DEFENCE SCIENTISTS
& TECHNOLOGISTS**

Authorized Signatory

Name: Dr. AM Nageswara Yogi
Chairman
IDST, BENGALURU BRANCH

IN WITNESS WHEREOF:

1.

Name: Dr. Dayananda Pai
Professor & Head
Department of Aeronautical &
Automobile Engineering
Manipal Institute of Technology,
Manipal

2.
[N. Vaidyanathan \(Oct 19, 2024 09:14 GMT+5.5\)](#)

Name: Shri. Vaidyanathan
Secretary-cum-Treasurer
IDST, Bengaluru Branch

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MoU between Institute of Defence Scientists and Technology & MAHE Pdf


Final Audit Report

2024-10-19


Created:	2024-10-15
By:	legal mahe (contract.mahe@manipal.edu)
Status:	Signed
Transaction ID:	CBJCHBCAABAASMMrcpPKEgVHM-VLQhjVU2FB_q6g2mVA

"MoU between Institute of Defence Scientists and Technology & MAHE Pdf" History

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-  Document emailed to registrar@manipal.edu for signature
2024-10-15 - 4:08:13 AM GMT
-  Email viewed by registrar@manipal.edu
2024-10-15 - 4:52:08 PM GMT
-  Signer registrar@manipal.edu entered name at signing as P. Giridhar Kini
2024-10-15 - 4:52:49 PM GMT
-  Document e-signed by P. Giridhar Kini (registrar@manipal.edu)
Signature Date: 2024-10-15 - 4:52:51 PM GMT - Time Source: server
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-  Signer dayanand.pai@manipal.edu entered name at signing as Dayananda Pai
2024-10-15 - 6:27:37 PM GMT
-  Document e-signed by Dayananda Pai (dayanand.pai@manipal.edu)
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2024-10-15 - 6:27:41 PM GMT

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2024-10-16 - 4:20:51 AM GMT

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2024-10-18 - 10:22:21 AM GMT

 Document e-signed by Dr. AM NAGESWARA YOGI (amnyogi_jalaja@yahoo.co.in)

Signature Date: 2024-10-18 - 10:22:23 AM GMT - Time Source: server

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2024-10-18 - 10:22:25 AM GMT

 Email viewed by vaidy1948@gmail.com

2024-10-18 - 10:27:32 AM GMT

 Signer vaidy1948@gmail.com entered name at signing as N. Vaidyanathan

2024-10-19 - 3:44:04 AM GMT

 Document e-signed by N. Vaidyanathan (vaidy1948@gmail.com)

Signature Date: 2024-10-19 - 3:44:06 AM GMT - Time Source: server

 Agreement completed.

2024-10-19 - 3:44:06 AM GMT