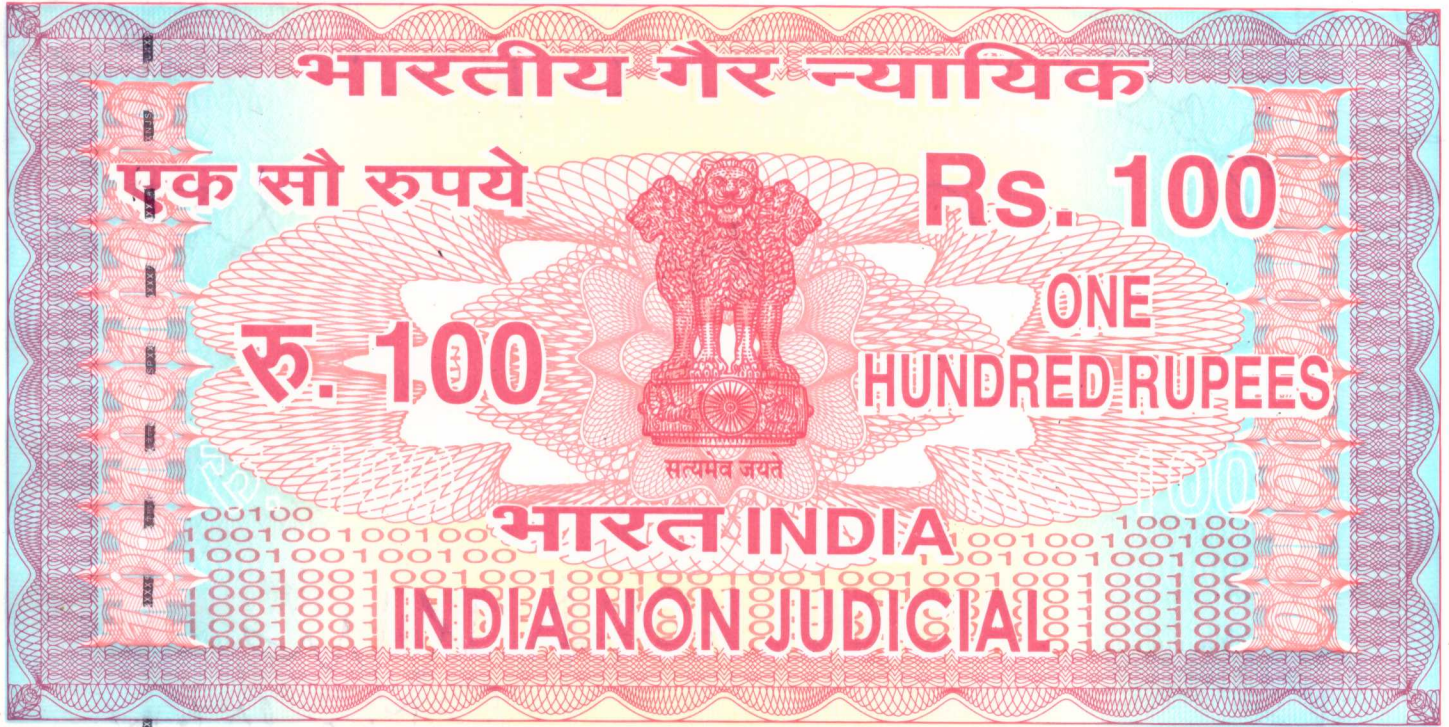


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This Memorandum of Understanding (MoU) is made in this 8<sup>th</sup> day of October 2015 at Bhubaneswar.

**BETWEEN**

Centurion University of Technology and Management (CUTM), Bhubaneswar represented by its Registrar, Dr. Ashok Mishra, herein after referred as party of the first part.

**AND**

Heritage Vision Education Trust, Plot no 2122, Samantarapur, Bhubaneswar represented by Trustee-in-Chief, Mahesh Patnaik, here in referred as party of the second part.

**AND**

**It is hereby settled and agreed by and between the parties hereto as under:**

1. To launch the Diploma/Bachelor/Master in Pharmacy, M. Phil in Bioinformatics and PhD in Bioinformatics courses from the academic session 2016-17 in CUTM, Bhubaneswar as per the approved norms of PCI/AICTE & UGC in this regard, based on the course curriculum, syllabus and regulations as approved by the Board of studies/Academic Council/Board of Governors of CUTM, as per the responsibility chart agreed upon by the party of the first part and party of the second part.

*Mahesh Patnaik*

*Ashok Mishra*

## 2. PERIOD OF MOU

This MoU shall come into force and shall remain valid for a period of 10 years (Ten Years) from the day of signing the MoU by the parties hereto, and shall be renewed at the mutually agreeable conditions of both the parties.

## 3. RESPONSIBILITY OF THE PARTY OF THE FIRST PART

- a) To extend all help and cooperation to the party of the 2<sup>nd</sup> part in preparing syllabus and course curriculum based on PCI/AICTE & UGC Norms.
- b) To provide the required physical infrastructure (Building, water, electricity and all other basic facilities to run the operation).
- c) To assist the party of the 2<sup>nd</sup> part in conducting the courses by providing necessary help and support as and when required, at mutually agreeable terms and conditions.
- d) To extend facilities of the CUTM, Bhubaneswar to the students admitted into the courses such as library, reading room, play ground etc. as per the rules and payment of fees mutually agreed upon with the party of the 2<sup>nd</sup> part from time to time.
- e) To nominate one person to handle the Joint Bank Account to be opened with the party of the 2<sup>nd</sup> part for the purpose of student Fee collection.
- f) To identify / nominate the key people for co-ordination with the party of the 2<sup>nd</sup> part for handling the operational issues and smooth functioning of the courses.
- g) To issue appoint letters to the faculty members on behalf of the party of the 2<sup>nd</sup> part.
- h) To take care of Student Registration, Admission, Examination & issue of mark sheets/degrees/diplomas etc. in respect of these courses.

## 4. RESPONSIBILITY OF THE PARTY OF THE SECOND PART

- a) To physically carry out the courses as per the approved (by Board of studies/Academic Council/Board of Governors of CUTM) syllabus and course curriculum based on PCI/AICTE/UGC norms.
- b) To provide required manpower such as faculty members and other Non-teaching staff for smooth conduct of the courses.
- c) To make payments to the faculty (appointed by the party of the 1<sup>st</sup> part) and other supporting staff.
- d) To develop and maintain the laboratories, other equipment, hardware, software, etc. which are not available at university but may be required from time to time for smooth conduct of the courses.
- e) Take care of admission of the students, publicity, promotion, advertisements etc. for these courses.
- f) To assist for field study and in-house industrial training etc. wherever necessary.
- g) To pay for telephone, internet and electricity services and other consumables for these courses.
- h) To provide for the Library Books for new courses.

Mahesh Patra

Arshad Mirza

## 5. JOINT RESPONSIBILITY

- a) To periodically review the operations in order to improve the standard and quality as well as ensure smooth conduct of these courses.
- b) To update and improve the course curriculum from time to time.
- c) In case of non renewal of MoU or discontinuance of the course(s), both parties will discharge their responsibilities as per the MoU till the completion of the course of all the students already admitted in this MoU period.

## 6. COURSE CAPACITY

It will be as mutually agreed upon between the First Party and the Second Party, based on the norms of PCI/UGC.

## 7. COURSE FEE AND COMMERCIAL TERMS

- a) The Annual course fee of the courses shall be as hereunder.
  - i. D. Pharm.: Rs 50,000 P.A.
  - ii. B. Pharm.: Rs 75,000 P.A.
  - iii. M. Pharm.: To be decided later
  - iv. M Phil (Bioinformatics): Rs 80,000 P.A.
  - v. Ph.D. (Bioinformatics): To be decided later
  - vi. Any other mutually agreeable course
- b) Fee shall be collected from the students selected and admitted to the courses in the form of crossed Bank Draft drawn on any nationalized Bank payable to "**The Project Director**".
- c) Both parties shall share the course Fee and the share shall be 35:65 for the party of the 1<sup>st</sup> part and the party of the 2<sup>nd</sup> part respectively.
- d) Admission fees, examination fees, certification fees and other ancillary fees for examination etc. shall be collected separately as per the norms of the University.
- e) Both parties shall have to discharge their responsibilities duly as per the terms of references mentioned in this MOU.
- f) Reimbursements to both the parties shall be calculated on monthly basis.

## 8. COURSE PROMOTION

- a) Party of the second part shall meet all expenses regarding marketing, advertisement, office expenses of the first part and placement of students of the courses as mutually agreed upon.
- b) Neither party shall assign their MoU to any other party/person(s).

*Mahesh Patraik* *Arshok Mwora*

## 9. GENERAL TERMS OF REFERENCES

- a) The party of the 1<sup>st</sup> part shall appoint one person as "Project Director". However, the person to be appointed as "Project Director" shall be nominated by the party of the 2<sup>nd</sup> part for smooth administration of the course.
- b) A separate Bank account for Expenses to be opened & maintained (Apart from the Joint Bank account for Course Fees) in the name of the party of the 1<sup>st</sup> part (i.e. The University) which shall be managed by "The Project Director" for payment of recurring expenses such as Salary to staff, Infrastructure Development, Vendor payments, etc.
- c) Expenses towards the AICTE & PCI if any required to be incurred further (apart from the existing University approvals in place) shall have to be brown by the party of the 2<sup>nd</sup> part.

## 10. Conflict of Interest

- a) During the term of this Agreement, the Second Party will not undertake or cause to undertake any action that will undermine the interest, image and goodwill of CUTM.
- b) The Second Party will notify CUTM of any possible or potential conflict of interest which may result from its activities, and shall commence such activities only after written approval of the University, which may not be unreasonably withheld.
- c) Both the parties shall not solicit and/or entice away any faculty and employees of their respective institution, without prior approval from the respective competent authority.

## 11. TERMINATION

In the event of breach of terms and conditions in this MoU as enumerated herein above being committed by any of the parties hereto, the aggrieved party may issue a notice by registered post with AD to the other party calling upon it to rectify such default or breach within 3 (three) months after receipt of such notice and in the event the other party does not rectify the default or breach as described in the aforesaid notice within the stipulated period, the aggrieved party may issue notice for termination of the MoU which shall take effect from 3 (three) months after receipt of such 2<sup>nd</sup> notice. However, a suitable lead time shall be allowed for completion of a batch. Hence, any such termination can only put into effect after completion of 5 (five) years.

## 12. JURISDICTION AND ARBITRATION

In the event of any dispute between the parties hereto the following procedure shall be adopted to resolve difference.

All claims, disputes and differences between the parties hereto regarding the interpretation scope or effect of the terms and conditions herein contained or as regards the rights, duties and obligations of the parties hereto in any way relating, touching or concerning these shall be referred to arbitration under the provisions of the Arbitration and Conciliation Act, 1996 and/or any statutory modifications, enactments hereto for the time being in force.

*Mahesh Patraek*

*Ashok Mura*

### 13. AMENDMENT TO THE MOU

If during the operation of MoU, situations arise which call for alteration/modification of this MoU, such alteration/modification shall be discussed and agreed upon in writing.

### 14. FORCE MAJEURE

In the event of non fulfillment of the terms and conditions of MoU due to any reasons of force majeure including but not limited to fire, war, riots, strikes and natural calamities, neither parties shall be held responsible for any loss or consequent loss.

In witness thereof the parties hereto have set their respective hands on the day, month and year herein before mentioned.

In the presence of witness:

1. Name Hanibanshu Panda  
Address CUTM, Paralakhemundi  
Gajapati



Ashok Mishra 9/10/15  
Dr. Ashok Mishra, Registrar  
CUTM  
(Party of the First part)

2. Name SISIR PANIGRAHI  
VIVEKANANDA MARG, PUSPAJAGAN  
Address BHUBANESWAR

Mahesh Patnaik  
Mahesh Patnaik  
Trustee-in-Chief  
Heritage Vision Education Trust  
(Party of the Second part)