



The Karnataka Law Society's Institute of Management Education and Research has been a pioneer autonomous institution in Management education, research and consultancy. Promoted by great visionaries, it has a team of highly qualified and research-oriented faculty lead by a dynamic Director and supported by a beautiful campus with state-of-the-art infrastructure. KLS IMER is recognized as a Research Center. Over the years the institute has been consistently rated as one of the top B-schools in this part of the country. Institute has been accredited by NAAC with grade "A" (CGPA of 3.24). The practical and research-oriented teaching and learning processes adopted at KLS IMER have resulted in top notch placements and in attracting students from diverse backgrounds across India.

## WHEREAS

CONNECT is an initiative envisioned, promoted and driven by a consortium of two corporate academicians from diverse domains to create industry ready workforce and provide expert solutions for specific challenges.

CONNECT is a value added training establishment, which has adopted a unique methodology to bring about desired transformation and results among professionals, resulting in an enhanced organizational productivity. CONNECT has been consistently successful in this innovative approach and has been serving many Educational, Corporate and Government organizations in last 12 years.

The Parties wish to harness and enhance collaborative initiatives within the limits of their possibilities and available resources. The Parties intend to provide the fullest possible mutual assistance to one another within the terms of this MoU. This MoU operates subject to the domestic laws and regulations of India and does not modify or supersede any laws or regulatory requirements in force in or applying to India. This MoU sets forth a statement of intent and accordingly does not create any enforceable rights and is not legally binding. Nothing herein shall be construed as creating, legal rights or obligations upon the Parties. To the extent that any provision of this MoU is inconsistent with this paragraph, the provision of this paragraph shall prevail.

## ARTICLE 1 SCOPE

1. The scope of the collaboration between **KLS IMER** and **CONNECT** shall include the specific actions identified in the Annexure to this Memorandum of Understanding.
2. The Parties may mutually show the intention in writing to extend the scope of collaboration beyond the actions identified on case-to-case basis
3. This MoU is a statement of intent of the Parties, and it will not create any binding legal obligations for either Party.



  
**CHAIRMAN  
GOVERNING COUNCIL  
KLS IMER**



## ARTICLE 2

### COMPETENT PARTIES

The competent Parties for implementation and execution of this Memorandum of Understanding shall be:

- The Chairman, Governing Council- KLS IMER
- Director, CONNECT

### ARTICLE 3 DISPUTE RESOLUTION

Any dispute between the Parties arising out of the interpretation or execution of this Agreement shall be settled amicably through consultation or negotiation between the Parties.

## ARTICLE 4 CONSULTATIONS

The Parties intend to have consultations from time to time to analyze the implementation and execution of this Memorandum of Understanding and to consider further areas of co-operation. The format and time of such consultations will be arranged between the Parties as appropriate.

## ARTICLE 5 AMENDMENT

1. This Memorandum of Understanding and its Annex constitute the entire Memorandum of Understanding between the Parties on their collaboration.
2. Any amendment to or modification of this Memorandum of Understanding need to be in writing and to be duly signed by the Parties.
3. No amendment to this Memorandum of Understanding shall be valid or binding unless set forth in writing and duly executed by the Parties to this Memorandum of Understanding.
4. No waiver of any breach of any provision of this Memorandum of Understanding shall be effective or binding unless made in writing and signed by the Party purporting to give such waiver and, unless otherwise provided in the written waiver, shall be limited to the specific breach waived.

## ARTICLE 6 NON-EXCLUSIVITY

1. **KLS IMER and CONNECT** are free to enter into any number of such Memorandum of Understandings with other organizations.
2. It is expressly agreed that the services hereby agreed to be provided/availed by the respective Parties shall be on a non-exclusive basis.
3. Both parties are free to acknowledge the "partnership" status and mention the same in their communications subject to mutual agreement on branding and communication protocols.



**CHAIRMAN  
GOVERNING COUNCIL  
K.L.S. I.M.E.R.**

## ARTICLE 7 INTELLECTUAL PROPERTY

If and when the Parties consider concluding further agreements, they will consider whether specific provisions are desirable concerning the protection of intellectual property and confidential information.

## ARTICLE 8 INDEPENDENT PARTIES

The Parties are independent of each other and nothing contained herein is intended to or shall be deemed to create any partnership, joint venture, employment or relationship of principal and agent between the Parties hereto or between their respective representatives and employees or between one Party and the representatives and employees of the other Parties or to provide any of the Parties with any right, power or Party, whether express or implied to create any such duty or obligation on behalf of the other Parties.

## ARTICLE 9 FORCE MAJEURE

This Memorandum of Understanding is subject to force majeure situations. It shall be subject to inabilities based on circumstances beyond the control and power of Parties, such as acts of God, civil commotion, riots, war, extremist action, governmental /regulatory/ statutory restrictions, pandemic.

## ARTICLE 10 DISCLAIMER

**KLS IMER and CONNECT** do not guarantee success of any project or assignment undertaken under this Memorandum of Understanding. The Parties intend to work on different ways to conclude the intent of this Memorandum of Understanding, but this Memorandum of Understanding will not be legally binding on either Parties.

## ARTICLE 11 ENTRY INTO FORCE, DURATION AND TERMINATION

1. This Memorandum of Understanding will enter into force on the date of the last signature.
2. This Memorandum of Understanding will remain in force for a period of **three years** from the date of entry into force and extendable up to 1 year mutually agreed terms and conditions with the written consent of the Parties, unless it has been terminated.
3. This Memorandum of Understanding may be terminated:
  - (a) By either Party giving 30 days' written notice in advance to the other Party.
  - (b) on any Party going into liquidation/bankruptcy/winding up/merger or similar legal events. In such event the MoU shall stand terminated with immediate effect.
4. Termination will not affect any binding agreement concluded prior to termination, which shall continue with full force and effect until their completion, unless otherwise agreed by the Parties in writing



  
**CHAIRMAN  
GOVERNING COUNCIL  
KLS. I.M.E.R.**



## **ARTICLE 12 FINANCIAL IMPLICATIONS**

1. Both parties agree that there will be no financial implication of this MoU on either party as a result of any joint programs being created.
2. In case there is a requirement for a project/program where there may be a financial implication, both Parties will enter into a separate agreement with separate terms and conditions, outside the purview of this MoU.

## **ARTICLE 13 CONFIDENTIALITY**

In the course of fulfilling the mutual responsibilities under this arrangement there will be a sharing of information of confidential nature. Both parties hereby agree to maintain such information relating to methods, trade secrets, ideas, products, services, processes, techniques and other proprietary information in strict confidence and not to divulge these to third party without the expressed written consent of the other party except as may be necessary in the course of fulfilling mutual responsibilities in this arrangement. Both the parties shall ensure that their employees also maintain confidentiality of any information under this arrangement i.e. divulged to them.

## **ARTICLE 14 COORDINATION**

Both parties shall appoint one member from their respective behalf as Project Coordinator to coordinate the activities. Further, a co-ordination committee appointed by competent authorities, may be formed to periodically review and identify ways to strengthen cooperation between the two parties.

## **ARTICLE 15 NOTICES**

All notices in respect of this Memorandum shall be sent either by email or by Registered Post to the addresses herein below stated.

On behalf of KLS-IMER:	On behalf of CONNECT Dharwad
Director  KLS IMER Address: Sy. No. 77, Vadagaon Road, Adarsh Nagar, Hindwadi, Belagavi- 590011. Contact No: Office: 0831-2405511/12  Email: director@klsimer.edu	Director  CONNECT Address: First Floor, Above Basappa Khanavali, Opposite Civil Court, Dharwad-580001 Contact No: (Mobile)-(+91) 9845513016  Email: girishangadi2008@gmail.com





  
**CHAIRMAN  
GOVERNING COUNCIL  
KLS IMER.**

## CONCLUSION

This Memorandum of Understanding signifies the commitment of both the institutions to promote collaboration for mutual benefit. In witness whereof, both the institutions have executed this MoU through their authorized representatives with their seal and signature.

**IN WITNESS WHEREOF** the undersigned, being duly authorized thereto, have signed this Memorandum of Understanding.

Done in two duplicates in the English language.

FOR AND ON BEHALF OF KLS IMER	FOR AND ON BEHALF OF CONNECT
 Shri R. S. Mutalik Chairman, Governing Council KLS IMER Date: 26 <sup>th</sup> July 2024	 Mr. Girish Angadi Director-CONNECT Date: 26 <sup>th</sup> July 2024

Witnesses

  
Dr. Shailaja Hiremath  
Associate Professor  
KLS IMER



  
Dr. Arif Shaikh  
Director  
KLS IMER

  
Ms. Akshata Harlapur  
Sourcing Lead  
CONNECT

  
Mr. Sahadev Chalhoji  
Sourcing Head  
CONNECT



  
CHAIRMAN  
GOVERNING COUNCIL  
KLS I.M.E.R.

## ANNEXURE 1

### To the Memorandum of Understanding between KLS IMER and CONNECT

#### Overall areas:

1. The scope of this association is drawn with a mutual desire to collaborate for undertaking HR related services to industry and educational institutions such as Training / Recruitment / Consultancy under the banner of **KLS IMER and CONNECT**. The collaboration intended, shall compliment the objectives of IMER HR-CONNECT, a forum initiated by KLS IMER to connect with HR professionals to enhance industry institute interface.
2. **KLS IMER and CONNECT** acknowledge the need to collaborate and enhance the ecosystem to cater to the HR needs of industries and enhancing employability skills among student community from educational institutions situated in and around Belagavi.
3. **KLS IMER and CONNECT** shall exchange relevant information required to carry on with collaborative activities.
4. **KLS IMER and CONNECT** in partnership with industry, will conduct Knowledge sessions that benefit the stakeholders concerned.
5. **KLS IMER and CONNECT** agree to **explore future areas for working together** as and when they evolve that are not envisaged in this MoU.
6. **KLS IMER and CONNECT** mutually authorize each other to use their **name and logo in connection with promotional materials, events and workshops as required**.
7. **KLS IMER and CONNECT** shall provide advisory support to each other for respective initiatives.
8. **KLS IMER and CONNECT** will have separate agreements in case, financial matters are involved while executing collaborative activities and events.
9. **KLS IMER and CONNECT** will assign their respective SPOCs (Single point of Contacts) to coordinate with the collaborative activities.



**CHAIRMAN**  
**GOVERNING COUNCIL**  
**KLS.I.M.E.R.**