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KUVEMPU UNIVERSITY SHANKARAGHATTA

Article 12 Bond

MEMORANDUM OF UNDERSTANDING

(Zero)

: KUVEMPU UNIVERSITY SHANKARAGHATTA

KARNATAKA CHALANACHITRA ACADEMY BENGALURU

KUVEMPU UNIVERSITY SHANKARAGHATTA

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(Two Hundred only)







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# MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (herein after called the MOU) is entered into on this Day of 15-64-2021 between the Kuvempu University represented by its Registrar, Prof. S.S.Patil, Kuvempu University, Shankarghatta-577451, Bhadravathi Taluk, Shimoga District, Karnataka State, India, which expression shall unless repugnant to the context thereof mean and include its successors and assigns (herein after referred to as the party of the First Part)

and the Kannada Chalanachitra Academy situated at Kannada Chalanachitra Amruthotsava Bhavana Complex, No.20/ A, Nandini Layout, Bengaluru – 560 096 represented by its Chairman namely Sri. Suneel Puranik which expression shall unless repugnant to the context thereof mean and include its successors and assigns (herein after referred to as the party of the Second Part)

WHEREAS the party of the first part, is a University established under the Karnataka State Universities Act 1976 having its administrative office at Jnanasahyadri, Shankarghatta-577451, Bhadravathi Taluk, Shimoga District, Karnataka, providing quality education in science, humanities, commerce, management, education, and other disciplines with good faculty and necessary infrastructure including advanced laboratories and other facilities and also offers both graduate, pesigraduate and doctoral programmes in media and communication discipline.

WHERAS the party of the second part is established by the Government of Karnataka with a view to promote culture of cinema and for ushering professionalism in the Kannada film industry, and to spearhead academic excellence in this most profuse and effective medium. As the Academy intends to better the skills of film making.

WHERAS the party of the second part is established by the Government of Karnataka under the aegis of the Department of Information and Public Relations with a view to promote culture of cinema and for ushering professionalism in the Kannada film industry and the prime objective of the Academy is to build global podium for Kannada cinema and to expand its vistas.

WHERAS the party of the second part intends to better the skills of film making and to influence the film makers to cultivate a habit to produce films that will reach the audience along with socially relevant messages and with the financial assistance from the government it conducts International Film Festival every year at district, state, national and international levels and the Academy also arranges film appreciation courses and workshops on films, to provide assistance for research, to usher in uniformity of film education institutions, to establish film museum and achieves and well stocked and ultra model library.

WHERAS Film Societies under the Academy (BELLI MANDALAS) conduct seminars, dialogues, workshops and conduct film festivals at district level and help in creating awareness among district level film enthusiasts and that another initiative of the Academy is the establishment of BELLI SAKSHI, youth groups comprising mainly of college and school

and engaged in a one-to-one interactive programme with film lovers and that the academy also organises Training Camps in film technology and appreciation.

## Now, therefore, it is hereby agreed between both the parties as follows:

## SCOPE AND METHOD OF PROGRESSING THE MOU:

- 1.1 The parties wish to establish a close cooperative relationship, which will be mutually beneficial, in imparting training and placing the students who study graduation / post graduation in the field of film making, film appreciation and film journalism.
- 1.2 There is no financial commitment either from the party of the first part or the party of the second part towards training, and placements of students thus organised.
- 1.3 The party of the second part along with its member organizations will provide hands on experience to the students of the party of the first part, for six weeks during the academic programme.
- 1.4 The party of the second part in cooperation with professional groups related to film making organizations will provide necessary training to the faculty of the party of the first part for teaching film related papers.
- 1.5 The party of the second part will help the party of the first part in organizing special lectures and workshops for the students on topics related to cinema.
- 2. All queries on technical matters and correspondence concerning the training and execution of work involving students / faculty shall be referred to the Registrar, Kuvempu University, Shankaraghatta, Shivamogga 577451. Progress of the training and tasks assigned to students will be monitored by authorities at respective organization and in consultation with the Chairman, Department of Journalism and Mass Communication, Kuvempu University.

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#### 3. OTHER MATTERS

- This MOU is not intended to constitute, create, give effect to or otherwise contemplate a joint venture, partnership, or formal business entity of any kind and the rights and obligations of the parties shall not be construed as providing for sharing of profits or losses arising out of efforts of either of the parties.
- Each party shall bear its own costs incurred in the performance of MOU. 3.2
- Neither party to this MOU will have any rights or obligations arising from or in 3.3 relation to this MOU in excess of those nor rights and obligations expressly declared herein.
- Each party shall be solely responsible for its own actions or failures to act and for 3.4 its own commitments and undertakings.
- No release shall be made by either party to the news media or the general public 3.5 relating to this MOU and/or the subject matter thereof without prior approval of the other party. The approval shall not be unreasonably withheld. The parties further agree that news releases made by either of them shall recognize the participation and contributions of the other party.
- If there is any matter not covered by this MOU or if there are differences in the 3.6 interpretation of the terms and conditions of this MOU, the parties shall agree to make the best efforts to resolve these matters.
- This document contains the entire agreement between the parties and supersedes 3.7 any previous understanding, commitment or agreement, oral or written with respect to the subject matter thereof. No alteration or amendment to this MOU shall be effective unless in writing and signed by the parties.

Karnataka Chalana, tutra fixariataka Chalana, Eliana fixa adres 1 1951. Shimoga Dt.

In witness whereof, the parties have designed two original copies of this MOU to be signed by their duly authorised officers or representatives as of the date stated above.

For and on behalf of: Kuvempu University, Shivamogga

Signature :

Name: Prof. S S Patil Title : Registrar

Date :

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hankarachal in 7 m.f. Shimoga (C )

For and on behalf of: Karnataka Chalanachitra Academy, Bangalore

Signature:

Name: Mr. Suneel Puranik

Title: Chairman

Date : Same Carrier

Witnesses mataka Chalamadulra Academy

Charles Hall

Name: Dr. Sathish Kumar

Title : Chairman, Dept. of Journalism and

Mass Communication Date vous Communication Kaverne Chaires Servers

Jnana Sabyadiri S. 1451. Shimoga Di.

Name: Mr. Himantharaju G Title: Registrar, Karnataka

Chalanachitra Academy

Date:

Humantharaju G

Registrar

Kamataka Chalamachitra Academy



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KUVEMPU UNIVERSITY SHANKARAGHATTA

Article 12 Bond

MOU AGREEMENT

(Zero)

KUVEMPU UNIVERSITY SHANKARAGHATTA

LIVEON BIOLABS PVT LTD TUMAKURU

: KUVEMPU UNIVERSITY SHANKARAGHATTA

(Two Hundred only)





Please write or type below this line

## MEMORANDUM OF UNDERSTANDING

This Memorandum of understanding made on this day 17/12/2021 at Jnanasahyadri, Shankarghatta, District of Shivamogga.

BETWEEN

The Kuvempu University, Shankaragatta -577541, represented by its Registrar, which expression unless repugnant to the context shall mean and include its successors in office, administrators and assigns, hereinafter referred to as Party of the first part AND

LIVEON BIOLABS PRIVATE LIMITED, represented by its Authorized signatory Director -BD, represented by Dr. Jagadish Kumar H. R, located KIADB Industrial Area, Tumakuru, Karnataka State, which expression unless repugnant to the context shall mean and include its successors in office, administrators and assigns, hereinafter referred to as Party of the second part.

Whereas the party of the first part, is a University established under the State Universities Act 1976 having its administrative office at Jnanasahyadri, Shankarglatta-577451, Bhadravathi Taluk, Shivamogga District, Karnataka.

Whereas the party of the second part is a reputed National Accreditation Board for Testing & Calibration Laboratories (NABL) and Association for Assessment and Accreditation of Laboratory Animal Care (AAALAC) accredited Pre-clinical Research Organization registered with CPCSEA, Ministry of Environment, Forest and climate change, Government of INDIA and whereas the laboratory has been approved by the Central Drugs Standard Control Organization (CDCSCO), Ministry of Health and Family Welfare, Government of India, with ISO certification, having in-house R and D recognized by the DSIR, Ministry of Science and Technology Department, Government of India.

Therefore this memorandum of understanding are entered in to between the party of the first part and the party of the second part to promote co-operation between the parties for formal collaborations and to undertake research activities.

# NOW THEREFORE THIS MEMORANDUM OF UNDERSTANDING WITNESSETH AND IT IS HEREBY AGREED BYAND BETWEEN THE PARTIES HERETO AS FOLLOWS: L. SCOPE AND AREAS OF CO-OPERATION:

1.1 This MoU sets forth the intentions of the Parties for increased collaboration, co-operation, and interaction between themselves and does not create any legally binding commitments. Whenever the Parties agree to undertake specific joint Projects with legally binding operations, they will develop separate written agreement for such Projects setting out each Party's roles, responsibilities, funding, contribution, deliverables, and budgets.

1.2 The Parties intend to co-operate in the following areas:

Dissemination of Academic information

Conducting joint workshop/seminar on topics of mutual interest

Collaborative research work and projects

Research Review, consultancy, Mentoring and Guidance

#### 2. SHARING OF THE FACILITIES

- 2.1 Both the parties have agreed to provide access to each other at their existing facilities including laboratories and other facilities available at both the institutes for pursuing collaborative research initiatives. Both Parties agree that, for usage of the laboratory space and instruments, prior request should be made by the party intending to use the other Party's facilities indicating the type of work and the duration of the work.
- 2.2 The party of the second part can also be considered as Recognized Research center for Kuvempu University and Students can use facilities with the nominal charges.

## 3. PUBLICATIONS AND PATENTS

- 3.1 The terms with respect to title to and exploitation of intellectual property including Trade and Service marks, copyrights, patents, designs and confidential information on the subject for such intellectual property, patents design and confidential information on the subject of such intellectual property, inventions and innovations will be negotiated on a project-by-project basis in the specific, research project agreements and broadly governed by the IPR policy of both the parties hereto.
- 3.2 Information relating to the research results and scientific material (reports, articles, books) will be exchanged freely keeping in mind the mutually agreed provisions on intellectual property ownership.
- 3.3 For the purpose of this agreement the term "intellectual property" shall mean any and all works and property including but not limited to all intellectual property ideas, inventions, concepts, products, improvement innovations, discoveries, development methods, formulae, techniques software knowhow and writings made, conceived and reduced to practice.
- 3.4 Due credit on authorship will be given to the personnel from Liveon Biolabs Pvt. Ltd and KU in publications arising from joint research projects.
- 3.5 There will be a Co-ordinating committee consisting of the faculty from KUVEMPU UNIVERSITY and a representative of Liveon BioLabs Private Limited and if necessary, two additional members from each party will be inducted to the committee and they will be responsible for the effective implementation of the MoU.
- 3.6 If any charges or expenses are to be paid by either party for the facilities provided by the other party, these will be decided by the Co-ordinating committee by signing Rentals and Service Agreement which also may be modified from time to time by mutual agreement in writing.

## 4. DISCLOSURE

- 4.1 The party of the first part and the party of the second part on their respective websites and in business communications may make a mention of this RESEARCH PARTNERSHIP AND COLLABORATION. Any such communications will have to be reviewed by the Co-ordination Committee and forwarded to both parties' authorized representatives for prior approval before such communications are issued.
- 4.2 The party of the first part and the party of the second part are authorized to display the other Party name and logo on the party name and logo in their signboards as a collaborator at the entrance or other suitable location.

## 5. SECRECY

It is hereby agreed that the party of the first part and the party of the second part shall keep the information and the data collected under this agreement a complete secret.

## 6. DURATION

The MoU is valid for a period of 36 months / three years from the date of signing unless either party gives, Three Months' written notice of termination. The MoU may be extended further on mutually agreed terms and conditions.

# 7. TERMS OF UNDERSTANDING AND TERMINATION

7.1 This MoU will remain in force from the date of signature by both parties and shall continue in effect until either of the parties expresses, in writing, to the other, a desire to terminate. Such termination shall have no effect on any outstanding obligations contractually agreed upon between the parties in an Activity Agreement. Any Amendment to the MoU will require the written approval of both Parties.

7.2 Two signed originals of this MoU will be produced with one to reside with each Party.

In witness whereof, the parties here to caused this Memorandum of Understanding to be executed as of the day, month, and the year indicated below:

For

KUVEMPU UNIVERSITY, SHIVAMOGGA

The Registrar Kuvempu University

Stankurtglinbad. 7461 Shirangs (Dart)

Witness:

1. The Chairman Department of Microbiology

Kuvempu University Separtment of Foundationy

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For

LIVEON BIOLABS PRIVATE LIMITED TUMAKURU

Dr. Jagadish Kumar-HR Director-BD

Witness:

1. Mr. Ravi Rajshekar

Senior Manager-Animal facility/BD

2.

2. R.f. N.B. Thippeswame Prof. Thippeswamy N.B.

Dept. of PG Studies and Research in Microbiology Jnanasahyadri,



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REGISTRAR UAHS SHIVAMOGGA

Article 12 Bond

MOU:

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: REGISTRAR UAHS SHIVAMOGGA

: REGISTRAR KUVEMPU UNIVERSITY SHANKARAGHATTA

: REGISTRAR UAHS SHIVAMOGGA

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(One Hundred only)







Memorandum of Understanding between Kuvempu University, Jnana Sahyadri, Shankargatta.

University of Agricultural and Horticultural Sciences, Shivamogga

This Memorandum of Understanding made on this 12th day of January, 2021 at Jnanasahyadri, Shankarghatta, District of Shivamogga.

#### BETWEEN

M/s Kuvempu University, represented by its Registrar, which expression unless repugnant to the context shall mean and include its successors in office, administrators and assigns, hereinafter referred to as "FIRST PARTY".

AND

M/s University of University of Agricultural and Horticultural Sciences (UAHS), Shivamogga, represented by its Authorized signatory by Sri. M. Dinesh Kumar, Registrar (Designation), located at Shivamogga which expression unless repugnant to the context shall mean and include its successors in office, administrators and assigns, hereinafter referred to as Party of the Second Party.

Whereas the party of the first part and the party of the second part, having discussed fields of common research interest and allied activities between the two institutions, have decided to enter into long-term collaboration for promotion of research and education regarding students' training and quality postgraduate research in cutting edge areas.

Whereas the party of the First part, is a Universities Established in the year 1987 under the State Universities Act 1976 having its administrative office at Jnana Sahyadri, Shankarghatta - 577 451, Bhadravathi Taluk, Shivamogga District, Karnataka.

Whereas the party of the first part is a University with a distinctive academic profile, blending in itself commitment to rural ethos and a modern sprit; It has 50 Post-Graduate departments of studies in the faculties of Arts, Science, Commerce, Education and Law. The University has 92 affiliated colleges under its jurisdiction locating in 2 districts of Shivamogga nd Chikmaglaur; It also has 03 constituent colleges and 02 Post-Graduate centre locating in Kadur and Chikmagalur.

Whereas the academic life at the campus is vibrant and exciting with seminars, symposia, special lectures and workshops throughout the year. Both the conventional and non-conventional courses of study have updated syllabi responsive to the needs of the contemporary society and the research orientations are innovative, original and directed to societal needs. The main campus is in the lap of a lush, picturesque locale providing the right ambience for University education. Indeed, the Kuvempu University is a place one would love to be associated with. Jnana Sahyadri, the main campus of Kuvempu University is located at Shankaraghatta at a distance of 28 kms. from Shimoga city, and 18 kms. from Bhadravathi, the well known industrial town. The campus is only 2 kms., from the magnificent Bhadra Reservoir across the river Bhadra, one of the important life lines of the

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area. The main buildings of the University have been constructed on a small hillock, thus blending naturally with the landscape. The campus sprawls over an area of 230 acres. The entire campus area is free from any form of pollution including noise pollution. There is no exaggeration in saying that the undisturbed and pleasing atmosphere on the campus makes it ideally suited for the pursuit of higher education.

Whereas the party of the second part is an integrated university in the state of Karnataka having both Agricultural, Horticultural and Forestry Sciences under its purview. It was established in 2012 covering under its purview seven districts of Karnataka, viz., Shivamogga, Chikkamagalur, Udupi, Dakshina Kannada, Kodagu, Davanagere and Chitradurga located in four agro-climatic zones of Central Dry, Southern Transitional, Hill and Coastal.

Whereas the objectives of the party of the second part are to: 1) Imparting education towards development of quality human resource in different branches of agriculture, horticulture and forestry; 2) furthering the advancement of learning and conducting research in agriculture, horticulture, forestry and other allied sciences; 3) undertaking the extension education of such science and technologies, specially for the benefit of farmers and rural people of the State and 4) promoting partnership and linkages with national and international educational cum research institutions and industries.

Whereas the party of the second part has stated its Vision as, "To make the University a centre of excellence in Academics, Research and Development and Extension Management in the fields of agricultural and horticultural sciences" and its Mission as, "To build the University as a premier institution to provide best professional education towards development of quality human resource in different areas, R&D solutions addressing key issues confronting the sector growth and achieve excellence with quality outputs in frontier areas of agriculture, horticulture, forestry and allied sciences, professional consultancy, contract services in public and private domains at national and international levels".

Whereas the party of the second part has four degree colleges, one each in Agricultural and Forestry and two in Horticultural colleges running Under Graduation and Post Graduation programme in various Departments (13) of Agriculture, Horticulture and Forestry and two in Diploma Colleges, apart from 12 Agricultural and Horticultural Research Stations including four Zonal Agricultural and Horticultural Research Stations.

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Whereas there are 13 AICRP schemes on castor, paddy, chickpea, onion, garlic, groundnut, agro forestry, maize, oil palm, nematode, palm and Integrated Farming System and palm operating in the University of the party of the second part.

Whereas the party of the second part has four Krishi Vigyana Kendras and two Extension Education Units involved in demonstration and dissemination of Agricultural and Horticultural Technologies to cater the needs of the farming community.

WHEREAS the party of the second part is involved in the studies on Agriculture, Horticulture and Forestry and allied Sciences including Agricultural Engineering.

Whereas the party of the first part and the party of the second part recognise that they share some common goals and desirous to establish, a cooperative arrangement towards strengthening research and extension in the area of common interest by sharing infrastructure and expertise; evolving joint strategies for research fund generation and ultimately reaching the farming community to increase the quality of the produce.

Whereas the party of the first part and the party of the second part are desirous to associate in all related areas as may be agreed upon for furtherance of knowledge, exchange of information, apt technical and management skill for future economic development in farm sector and work towards effective academic R&D partnership and foster basic and applied research in the area of common interest.

And whereas it has been considered expedient to agree in writing to participate jointly in the projects requiring expertise and logistics from both the parties.

# 1. NOW THEREFORE THIS MEMORANDUM OF TH UNDERSTANDING WITNESSETH AND ITS IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERE TO AS FOLLOWS:

- 1.1 The party of the first part and the party of the second part agree to cooperate for ensuring relevant and quality research in the area of mutual interest.
- 1.2 The party of the first part and the party of the second part acknowledge and declare the Identification and development of joint research proposals for seeking funding from various National and International funding agencies such as ICAR, DBT, BRNS, EEC, Indo-Denmark, Indo-German etc.
- 1.3 The party of the first part and the party of the second part acknowledge and declare the joint cooperation between them to establish infrastructure at both universities and share the new and already existing infrastructural facilities.

- 1.4 The party of the first part and the party of the second part acknowledge and declare the exchange of faculty, research scholars, scientists and students in each others' academic programmes and provide local hospitality for them at respective universities.
- 1.5 The party of the first part and the party of the second part acknowledge and declare the parties may establish a "Joint Working Group" to manage and execute the cooperative activities mentioned in this Memorandum of Understanding.
- 1.6 The party of the first part and the party of the second part acknowledge and declare the parties will endeavour to ensure that the working group is composed of the representatives of the two institutions, organisations and academic community related to the field of interest.
- 1.7 The party of the first part and the party of the second part acknowledge and declare that the each party will nominate appropriate personnel to discuss and promote detailed cooperation activities for the implementation of this Memorandum of Understanding and further acknowledge and declare that whenever it is necessary and as mutually agreed, the parties may hold working meetings that one party shall notify the other party of any modification in writing in case of change in the assigned personnel.
- 1.8 The party of the first part and the party of the second part undertake to identify the thrust-areas in the field of Microbiology, Biotechnology, Botany and other disciplines and prepare collaborative project proposals for funding from various National and International funding agencies.
- 1.9 The party of the first part and the party of the second part undertake to organizing National and International Conferences/Symposium jointly.
- 1.10 The party of the first part and the party of the second part undertake to prepare and apply for funding to conduct workshops for students/faculties/industries jointly.
- 1.11 The party of the first part and the party of the second part undertake for Extension-Training of trainees, extension staff and joint publication of technical manuals/bulletins/leaflets.
- 1.12 The party of the first part and the party of the second part undertake to conduct research work like identifying emerging plant diseases, Generation of molecular database, bar-coding and diagnostic tools for plant pathogens of important seed crops, developing novel control strategies including need-based seed treatment, chemical, biological, resistant source deployment, resistance gene pyramiding, RNAi and transgenic approaches, Identification of mycotoxin problems, level of contamination,

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management, Biological control strategies - Isolation of native isolates of PGPR and other bio control agents, characterization, mass production, formulation.

1.13 In no event shall either party be liable for any indirect, incidental, special, consequential damages, including, but not limited to loss of profits, revenue, data or use, incurred by the other party in connection with, arising out of or under this agreement save for any such loss suffered resulting from any wilful and negligent act or omission of either of the parties.

- 1.14 Neither this MoU, nor any activities described herein shall be construed as creating a partnership, joint venture, agency or other such relationship. Both the parties and nothing agreement represents a non exclusive relationship between the parties and nothing contained herein shall preclude either party form participating/initiating similar relationship with third parties.
- 1.15 Neither party shall issue any press release, public announcement or other such disclosure concerning this agreement without other party's prior consent as to such release or announcement.
- 1.16 This MoU may not be amended without the prior written consent of both the parties.
- 1.17 This MoU shall commence from the date of its signing and shall continue for a period of three years from the date thereof and be automatically renewed for successive periods of three years, unless either party notifies in writing to the other party of its intention to terminate this MoU ninety days in advance.
- 1.18 This MoU is not a legally binding contract and under no circumstances does this MoU subject either of the parties to liability for breach of contract or any other liability under national or international law or any other applicable law.
- 1.19 The parties hereby agree that they are not bound exclusively by this MoU and shall be at liberty to enter into any separate agreements or arrangements with any third party without reference to the other party.
- 1.20 Any activity and /or any action taken either jointly or individually by the parties to the agreement shall not evoke any financial obligation on the part of the Kuvempu University.
- 1.21 Any change in the terms of this MoU may be made with mutual consent of both the parties and with due approval of the appropriate bodies of both the University.
- 1.22 In the event of any dispute or differences between the parties, hereto such disputes or differences shall be resolved amicably on the basis of mutual discussions by the signatories or their designated nominees.

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## 2. Intellectual property rights

IPR titles or ownership of any product, proprietary information or technology tools, processes, utilities and methodology for any deliverables, new ideas, inventions, innovations or development conceived, developed or made jointly by the party of the first part and the party of the second part through this MoU shall remain the property of both the party of the first and the party of the second part.

- 3. Termination: Either party can cancel or terminate this MoU unilaterally by giving an advance notice of 90 days to the other.
- 4. Two signed original, of this MoU will be produced with one to reside with each Party.

In witness whereof, the parties hereto caused this Memorandum of Understanding to be executed as on the 12th day of January, in the year 2021 herein before mentioned.

For Kuvempu University, Jnanasahyadri, Shankaragatta

Name: DVOF. S. DONTIL Designation: Registrar

Tel. No.

Date:

Kuvempu University

Signature with Seal Shankaranhatta-577 451

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Kuvempu University

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For University of Agricultural and Horticultural Sciences, Shivamogga

Name: M. Dinesh Kumar Designation: Registrar Tel. No. 94808 38958

Date

Set Cont Signature with Seal

Witness

1. Dean PGS

**UAHS**, Shivamogga.

Confidence and 10 11 15 15 15 15 17 25