

2021

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Memorandum of Understanding



BELTHANGADY TALUK RUBBER GROWER'S
MARKETING & PROCESSING CO-OPERATIVE SOCIETY LTD.
FACTORY UNIT, LAILA - 574214 BELTHANGADY
(D.K) KARNATAKA
GSTIN : 29AAAJB0227G1ZP

Memorandum of Understanding

Between

**Shri Dharmashala Manjunatheshwara
College of Business Management, Mangaluru**

Kodial Bail, Mangaluru- 575003

Phone: +91 824 249 4186

Email: sdmcbm@sdmcbm.ac.in

And

**Belthangady Taluk Rubber Grower's Marketing & Processing Co-
Operative Society Ltd.**

Principal
Shri Dharmashala Manjunatheshwara
College of Business Management
MANGALORE.

BELTHANGADY TALUK RUBBER GROWER'S
MARKETING & PROCESSING CO-OPERATIVE SOCIETY LTD.
FACTORY UNIT, LAILA - 574214 BELTHANGADY
(D.K) KARNATAKA
GSTIN : 29AAAJB0227G1ZP

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (hereinafter "Memorandum" or "MOU") is dated this 01-01-2022.

BETWEEN

ShriDharmasthalaManjunatheshwera College of Business Management, Mangaluru having its registered office at Kodialbail, Mangaluru, 575003 (hereinafter referred to as "**First Party**" which expression shall mean and include its legal heirs, administrators and permitted assigns)

AND

Belthangady Taluk Rubber Grower's Marketing & Processing Co-Operative Society Ltd.

(hereinafter referred to as "**Second Party**" which expression shall mean and include its legal heirs, administrators and permitted assigns). (Referred to herein as "Parties" or individually as "Party")

WHEREAS

- a. The Parties are interested in working together in connection with the Purpose which is described in this Memorandum.
- b. This Memorandum sets out the initial relationship between the Parties as well as the respective rights and responsibilities of each Party.
- c. This Memorandum is not intended to be legally binding but is intended to document the expectations of each Party.
- d. Each Party respectively is expected to act in good faith in accordance with this Memorandum.

(1) PROJECT AND PURPOSE

- (a) The Parties intend to investigate the prospect of working together and/or to actually work together, on a project which will be referred as Industry Knowledge for Youth.
- (b) The Project has the following purpose:

To strengthen present education system, it is desirable to devise a programme where exhaustive knowledge can be transmitted to the student about functioning of Industry, Training, business and academic research and so on.

To reach these both the parties will pursue activities in the form of meetings, seminars, training programs, workshops, lectures, field visits, factory visits and other modern programs with similar objective.

Both the parties will try to use IT infrastructure to its maximum so that exchange of ideas or to engage in any above said programs.

Both the parties will try to involve faculty and students of this college in research work.

(2) NON-BINDING MEMORANDUM

(a) The Parties hereby acknowledge and agree that:

- (i) The terms of this Memorandum are not intended to be legally binding ; and
- (ii) The terms of this Memorandum are not exhaustive; and
- (iii) The terms of this Memorandum are expressly "subject to contract" until a final written contract in relation to the Project is entered by the Parties.
- (iv) Nothing in this Memorandum will be construed as creating any legal relationship between the Parties.
- (v) This Memorandum does not create any rights, obligations or duties for any Party.
- (vi) This Memorandum is a statement of intent by the Parties and is intended to encourage mutual cooperation.
- (vii) Nothing in this Memorandum affects any other agreement(s) which may exist between the Parties as at the date of this Memorandum or at any subsequent date.
- (viii) Notwithstanding the preceding sub clauses hereof, this Memorandum provides an accurate representation of the Parties' respective intentions as at the date of this Memorandum.

(3) CHANGES TO MEMORANDUM

- (a) This Memorandum may be amended at any time by agreement between the Parties.
- (b) Any changes to this Memorandum must be made in writing and signed by the Parties.

(4) GENERAL OBLIGATIONS

- (a) Notwithstanding the non-binding nature of this Memorandum, the Parties will act in good faith and will use their best endeavors to achieve the Purpose and to give effect to the terms of this Memorandum.
- (b) The Parties hereby acknowledge and agree that they will each respectively perform all acts and execute all documents as reasonably required in order to give effect to the terms of this Memorandum.
- (c) Each Party agrees to cooperate in the spirit of mutual understanding and goodwill in order to develop the Parties' relationships with one another and in order to pursue the Purpose.

(5) ROLES OF PARTIES

- (a) Shree Dharmasthala Manjunatheshwera College of Business Management, Mangaluru will have the obligations of deputing faculty and students whenever meetings, , training programs, , field visits, factory visits and other modern programs with similar objective programs are organized by Rubber industry, Mangalore or/and providing physical/IT infrastructure in the college premises
- (b) Belthangady Taluk Rubber Grower's Marketing & Processing Co-Operative Society Ltd. will have the obligations of Providing opportunity to the faculty and students of Shree Dharmasthala Manjunatheshwera College of Business Management, Mangaluru to participate in meetings, , training programs, workshops, field visits, factory visits and other modern programs with similar objective programs are organized by Rubber industry.

Activities to be done in Coordination

- Seminar
- Field/Factory/Industry Visit
- Training Programs
- Project work

Expected outcome

- Faculty and students are expected to get exposure to real life business world.
- Faculty and Student are expected to learn modern upcoming events in commerce.
- Faculty and Student are expected to participate in research activities.

(6) TIMING AND DURATION OF PROJECT

- (a) This Memorandum will commence on 01-01-2022.
- (b) This Memorandum will remain in effect, unless and until otherwise terminated by the Parties.
- (c) The Parties may terminate this Memorandum by mutual agreement.
- (d) Either Party may terminate this Memorandum by providing 7 days' notice in writing to the other Party.

(7) CONSEQUENCES OF TERMINATION

- (a) In the event that this Memorandum is terminated:
 - (i) Neither Party will, under this Memorandum, incur any financial liability to the other Party; and
 - (ii) Notwithstanding the preceding sub-clause hereof, either Party may incur liability towards the other Party in connection with matters outside of this Memorandum, which may include but are not limited to liability in relation to breach of contract, tort, or equity.
 - (iii) In the event that a Party ("First Party") is in possession of any equipment, materials, documents, intellectual property, data or other information ("Items") that are the property of the other Party ("Second Party"), then the First Party must promptly return all Items to the Second Party, or destroy any Items if directed to do so by the Second Party.

(8) COSTS

Unless otherwise expressly provided in writing, each Party is responsible for its own costs of complying with this Memorandum and in connection with the performance of its obligations under this Memorandum.

(9) FORCE MAJEURE

If and to the extent that a Party's performance of any of its obligations under this MOU, hindered or delayed by fire, flood, earthquake, elements of nature or acts of God, acts of war, terrorism, riots, civil disorders, rebellions or revolutions, or any other similar cause beyond the reasonable control of such Party (each, a "Force Majeure Event"), and such non-performance, hindrance or delay could not have been prevented by reasonable precautions, then the non-performing, hindered or delayed Party will be excused for such nonperformance, hindrance or delay, as applicable, of those obligations affected by the Force Majeure Event for as long as such Force Majeure Event continues and such Party continues to use its best efforts to recommence performance whenever and to whatever extent

possible without delay, including through the use of alternate sources, workaround plans or other means. The Party whose performance is prevented, hindered or delayed by a Force Majeure Event will immediately notify the other Parties of the occurrence of the Force Majeure Event and describe in reasonable detail the nature of the Force Majeure Event.

If the Force Majeure Event continues for a continuous period exceeding 30 (thirty) days, the Parties shall mutually agree on the future course of action.

(10) SEVERABILITY

If any provision of this MOU shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof, and this MOU shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein. Any invalid or unenforceable provision of this MOU shall be replaced with a provision that is valid and enforceable and most nearly gives effect to the original intent of the invalid / unenforceable provision.

(11) ENTIRE AGREEMENT

This MOU constitutes the entire agreement and understanding of the Parties with respect to the subject matter hereof and supersedes any and all prior negotiations, correspondence, agreements, understandings duties or obligations between the Parties with respect to the subject matter hereof.

(12) NO OTHER RIGHTS GRANTED

Nothing in this MOU is intended to grant any rights under any patent, copyright or other intellectual property rights of any Party in favor of the other, nor shall this MOU be construed to grant any Party any rights in or to the other Party's Confidential Information, except the limited right to use such Confidential Information in connection with the Project under this MOU.

(13) AMENDMENTS

Any change, alteration, amendment, or modification to this MOU must be in writing and signed by authorized representatives of both the Parties.

(14)DISPUTE RESOLUTION and GOVERNING LAW

Any dispute(s) arising out of this MOU shall, as far as possible, be settled amicably between the Parties. This MOU and all issues arising out of the same shall be construed in accordance with the laws of India.

SIGNED BY THE PARTIES THIS 01-01-2021



Prof. Aruna P. Kamath

Principal

SDM College of Business Management, Mangalore



JAYARAM SHETTY

**Belthangady Taluk Rubber Grower's Marketing
& Processing Co-Operative Society Ltd.**

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GSTIN : 29AAAUB0227G1ZP**



SHRI DHARMASTHALA MANJUNATHESHWARA COLLEGE OF BUSINESS MANAGEMENT

MANGALURU – 575 003 (DAKSHINA KANNADA)


Office : 0824-2494186
Principal : 0824-2496980

NAAC Reaccredited (2017)
with 'A' Grade

Fax : 0824-2494186
Email : sdmcbm@sdmcbm.ac.in
Website : www.sdm.ac.in



Exchange of MOU between SDMCBM and BTRGS. P .LTD


Principal
Shri Dharmasthala Manjunatheshwara
College of Business Management
MANGALORE.



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Business strategies during Pandemic

Aguest lecture on “Business strategies during Pandemic” by Mr. Gururaj. Assistant professor, SDMCBM for workers of Rubber co operative society, Belthangady was organized on 4 June 2021. The objective of the session was to brief about current business condition. The speaker briefed on HR strategies adopted by business during pandemic situation, such as policy of work from home, talent management, motivation to employees, work life balance and change in workplace. The programme was coordinated by Prasannakumara T.



Prasanna

Principal

Shri Dharmasthala Manjunatheshwara
College of Business Management
MANGALORE.



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Interaction with workers of BTRGS.P.LTD

[Handwritten Signature]
Principal
Sri Dharmasthala Manjunatheshwara
College of Business Management
MANGALORE.

From,

Belthangady Taluk Rubber Grower's
Marketing & Processing Co-operative Society Ltd.
Factory unit, CAIKA - 574214 Belthangady
(DK) Karnataka

Date 04-06-2021

To,

GSTIN : 29AAAJB0227G1ZP

The Principal

SDM College of Business Management

Mangalore 575001

Respected Madam

Subject Appreciation Letter

We are thankful to the staff and students and faculties , SDM College of Business Management Mangalore for conducting extension activities in our institution which has benefited us immensely Wishing you all success for the future Endeavour

Thank You

Yours sincerely



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