



No.Aca-III/RRC/Statutes/2018-19

Date: 25-02-2019

NOTIFICATION

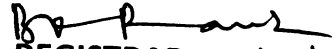
Sub: Bangalore University – Recognition of certain Institutions for Specified studies/Specialized studies and Research Statutes 2018-reg

Ref: Letter No. ED 408 UBV 2018 dated: 16-02-2019 from the Additional Chief Secretary to Government, Dept. of Higher Education, Govt. of Karnataka, Bengaluru, conveying the approval of the Chancellor to the Statutes.

In exercise of the powers conferred on it under Section 41 (7) of the Karnataka State Universities Act, 2000, “Bangalore University – Recognition of certain Institutions for Specified studies/Specialized studies and Research Statutes 2018” is hereby notified and as hereto annexed.

The Statutes received the assent of the Chancellor on 07-02-2019.

BY ORDER


REGISTRAR 25/2/2019

Copy to:

1. The Additional Chief Secretary to Government, Dept. of Higher Education, Govt. of Karnataka, Bengaluru-560 001.
2. The Secretary to Governor, Raj Bhavan, Bengaluru-560 001
3. The Registrar (Evaluation), Bangalore University, Bengaluru-560 056.
4. Deans of all the faculties, BUB.
5. The Director, Prasaraanga, BUB-to place the same in the University Gazette.
6. The all the Directors/Chairpersons/Principals, Bangalore University, Bengaluru.
7. The Dy. Registrar / Asst. Registrar / Superintendents of the University.
8. The Directors/Principals of the recognized Centers of Bangalore University.
9. The Principals, of the affiliated colleges of Bangalore University.
10. Fc/oc.

ಕರ್ನಾಟಕ ಸರ್ಕಾರ

ಸಂ.: ಇಡಿ 408 ಯುಬಿವಿ 2018.

ಕರ್ನಾಟಕ ಸರ್ಕಾರದ ಸಚಿವಾಲಯ,
ಬಹುಮಹಡಿಗಳ ಕಟ್ಟಡ,
ಬೆಂಗಳೂರು, ದಿನಾಂಕ:16.02.2019

ಇಂದ:

ಸರ್ಕಾರದ ಅಪರ ಮುಖ್ಯ ಕಾರ್ಯದರ್ಶಿಗಳು,
ಉನ್ನತ ಶಿಕ್ಷಣ ಇಲಾಖೆ,
ಬಹುಮಹಡಿ ಕಟ್ಟಡ,
ಬೆಂಗಳೂರು.

RP/AD

ಇವರಿಗೆ:

ಕುಲಸಚಿವರು,
ಬೆಂಗಳೂರು ವಿಶ್ವವಿದ್ಯಾಲಯ,
ಬೆಂಗಳೂರು.

ಮಾನ್ಯರೆ,

ವಿಷಯ: ಬೆಂಗಳೂರು ವಿಶ್ವವಿದ್ಯಾಲಯದಿಂದ ರಚಿಸಲಾಗಿದ್ದ Recognition
of certain Institutions for Specified
studies/Specialized studies and Research Statutes-
2018 ಗಳ ಬಗ್ಗೆ

ಉಲ್ಲೇಖ: 1. ತಮ್ಮ ಪತ್ರಸಂಖ್ಯೆ:ಎಸಿಎ-3/ಆರ್‌ಆರ್‌ಸಿ/ Statutes/2018-19,
ದಿನಾಂಕ:02.07.2018
2. ತಮ್ಮ ಪತ್ರಸಂಖ್ಯೆ:ಎಸಿಎ-3/ಆರ್‌ಆರ್‌ಸಿ/ Statutes/2019-20,
ದಿನಾಂಕ:09.01.2019

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ಮೇಲ್ಕಂಡ ವಿಷಯಕ್ಕೆ ಸಂಬಂಧಿಸಿದಂತೆ, ಉಲ್ಲೇಖಿತ ತಮ್ಮ ಪತ್ರಗಳನ್ವಯ ಸಲ್ಲಿಸಲಾಗಿದ್ದ
Recognition of certain Institutions for Specified studies/Specialized studies and
Research Statutes-2018ಗಳಿಗೆ ಮಾನ್ಯ ರಾಜ್ಯಪಾಲರು ಹಾಗೂ ಕುಲಾಧಿಪತಿಗಳು
ದಿನಾಂಕ:07.02.2019ರಂದು ಅನುಮೋದನೆ ನೀಡಿರುತ್ತಾರೆ ಎಂದು ತಿಳಿಸಲು ಹಾಗೂ ಮಾನ್ಯ ರಾಜ್ಯಪಾಲರು
ಹಾಗೂ ಕುಲಾಧಿಪತಿಗಳಿಂದ ಅನುಮೋದಿಸಲ್ಪಟ್ಟ ಪರಿನಿಯಮಗಳ ಪ್ರತಿಯನ್ನು ಈ ಪತ್ರದೊಂದಿಗೆ ಲಗತ್ತಿಸಿ
ಕಳುಹಿಸಲು ನಾನು ನಿರ್ದೇಶಿತನಾಗಿದ್ದೇನೆ

RP 8547
23/2

ತಮ್ಮ ನಂಬುಗೆಯ,

(ಎಂ.ಎ.ಅಹಮದ್ ಜಾನ್)

ಸರ್ಕಾರದ ಅಧೀನ ಕಾರ್ಯದರ್ಶಿ,
ಉನ್ನತ ಶಿಕ್ಷಣ ಇಲಾಖೆ
(ವಿಶ್ವವಿದ್ಯಾಲಯಗಳು-2)

16/02/2019

BANGALORE UNIVERSITY

Draft Statutes framed under Section 29(2) (t) read with Section 4 (i) and (v), 31 (xix), 35(1), 64(1) and 66 of Karnataka State Universities Act, 2000 in respect of Recognition of Certain Institutions.

1. PREAMBLE

Section 4(i) of the K.S.U. Act, 2000, empowers the University to provide for instruction, teaching and training in such branches of learning and knowledge and research as it decides. Section 4 (v) of the Act further empowers the University to co-operate with other Universities and Authorities in such a manner and for such purposes as the University may from time to time determine. Section 4 (xxii) also authorizes the University to RECOGNIZE FOR ANY PURPOSE, either in whole or in part, ANY INSTITUTION on such terms and conditions as may, from time to time, be prescribed by the Statutes and to withdraw such recognition.

1.1 Section 31 (xix) enables the University to establish and maintain Departments of Research and Specialized Studies.

1.2 Section 35(1) specified that there shall be Planning, Monitoring and Evaluation Board to plan Academic Courses, Research Programmes, Inter-disciplinary activities and interactions with outside agencies for training, extensions and research and to monitor from time to time the implementation of programs and activities formulated by it.

1.3 Section 66 empowers the University to identify and accord recognition of certain Institutions:

- (i) Any institution situated within or outside the University area, other than a college which conducts research or specific studies or specialized studies, may be recognized by the Syndicate as a recognized institution for such purpose and in such a manner and subject to such conditions as may be prescribed in the Statutes.
- (ii) Such recognition may be withdrawn either in whole or in part or modified in such a manner and for such reasons as may be prescribed by the Statutes.

2. PURPOSE OF THE STATUTES:

Given the crucial role of education and training many institutions are engaged in the pursuit of education, research and extension activities. These institutions have also facilitated


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the interfacing of such education and training with career development, community development, industry and commerce.

2.1 Many reputed institutions/ organizations listed below have spread their activities in research, training and extension in the field of health, education, community development, tribal/rural development, industry and commerce, public service, consultancy, advocacy services and in pursuit of such activities have developed training courses.

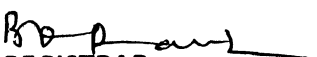
- (a) Societies registered under Societies Registration Act,
- (b) Public and Private Trusts,
- (c) Non-Profit Companies registered under Section 25 of the Companies Act of 1956,
- (d) Industrial houses including Multi-National Companies (MNCs),
- (e) Statutory organizations (like Banking Federations etc.),
- (f) International organizations (like UNICEF, UNESCO, UNDP etc.) and
- (g) Professional bodies.

2.2 The purpose of these Statutes is to formalize the alliances and co-operation / co-ordination with these institutions and to further the cause of higher education.

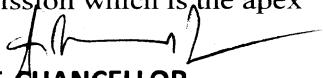
2.3 The main objectives are:

- (a) To facilitate the institutions to strengthen their academic pursuits,
- (b) To improve the core competencies of those who pursue these programmes as they are professional courses,
- (c) To bring in the inputs from various sectors like Industries /NGOs/Public agencies / independent organizations/ professional bodies to the University,
- (d) To prepare professionals and human resources in the emerging areas not traditionally pursued in the University and
- (e) To achieve academic collaboration and integration which helps in ensuring quality and maintaining standards.

2.4 These collaborative programs are unique, innovative and are highly relevant and useful for meeting the emerging challenges. University Grant Commission which is the apex


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body in the country determining such programs has been emphasizing and supporting the Universities through various schemes during the plan periods for introducing innovative programs by collaborating with various institutions. Considerable amounts of resources under several schemes like SAP/DRS/DSA/Centres of Excellence etc., are allocated to the University to achieve these objectives of Academia - Industry interface. UGC has directed the Universities to adopt modern methods of teaching, learning, developing user-friendly teaching material and innovative evaluation methods of strive for excellence so as to sustain themselves in the competitive world. The UGC has urged the Universities to nurture and promote autonomy in institutions and it has clearly stated that **“special efforts are required not only to strengthen teaching but also to establish higher education institutions that would adopt a different structure and strategy”**.

2.5 It is in this context that the University initiated several development programs, which helped the University to get re-accredited with rating of A by NAAC which not many Universities / Institutions have obtained.

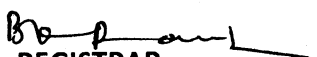
2.6 It has now become imperative for the University to identify such specialized or specified studies and co-operate / collaborate with those institutions by recognizing and assisting them in conducting such specified/ specialized studies by treating such courses as Degree/Diploma courses of the Bangalore University.

2.7 At the same time, it is equally important that the University needs to be very careful and cautious in safeguarding its reputation by not allowing such organizations/ institutions to misuse the confidence reposed in them, by imposing necessary conditions. For this purpose, it is necessary for the University to frame suitable Statutes, as contemplated in Section 66 of K.S.U. Act, 2000.

2.8 After through deliberations, the Academic Council and the Syndicate of the Bangalore University have framed the following Statutes which shall be called:

“BANGALORE UNIVERSITY – RECOGNITION OF CERTAIN INSTITUTIONS FOR SPECIFIED STUDIES/SPECIALIZED STUDIES AND RESEARCH STATUTES 2018”

These Statutes are specifically designed for those institutions which have been established and are pursuing such programs of training, research, extension and other academic activities.


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2.9 These Statutes are framed with the objective of ensuring the following;

- (a) Maintaining quality and reputation of the academic programs of the Bangalore University,
- (b) Systematizing the methodology of offering higher education program of the Bangalore University, and awarding Degree/Diploma by following the practices and trends adopted in the University and in other higher educational institutions,
- (c) Enforcing responsibility, discipline and accountability in all the academic activities involved with award of Degree / Diploma;
- (d) Ensuring that only credible and reputed institutions are allowed to offer these programs and
- (e) Safeguarding the interest of all stakeholders through a process of overseeing and monitoring of the programs.

3. SHORT TITLE AND COMMENCEMENT:

3.1 These Statutes shall be called “Bangalore University – Recognition of Certain Institutions for Specified Studies/Specialized Studies And Research – Statutes 2018”

3.2 These Statutes shall come into force from the date of assent by the Chancellor of Universities in Karnataka. These Statutes shall also be applicable to all the institutions which are offering some of these programs.

4. DEFINITIONS:

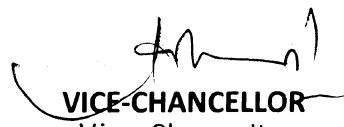
4.1 ‘ACT’ means Karnataka State Universities Act, 2000.

4.2 ‘COLLEGE’ means an institution maintained by the University as constituent college or an affiliated college or an autonomous college admitted to the privileges of the University.

4.3 ‘DEGREE’ means the Degree of the Bangalore University, which include Bachelor’s degree, Master’s degree and Research degree.


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4.4 'EQUIVALENCE COMMITTEE' means the committee constituted by the University to consider the equivalence of courses.

4.5 'INSTITUTION' means an institution other than a college as defined in the K.S.U. Act 2000 situated within or outside the University area recognized by the Bangalore University for the purpose of conducting research or for the purpose of conducting specified / specialized studies / courses. Institute include the units established under the following provisions and those engaged in training, research and extension activities:

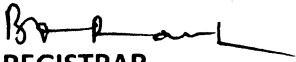
- (a) Societies registered under Societies Registration Act / Co-operative Societies Act, 1959,
- (b) Public Trust and Private Trust performing public functions,
- (c) Non-Profit Companies registered under Section 25 of the Companies Act, 1956,
- (d) Industrial houses including Multi-National Companies (MNCs),
- (e) Statutory organizations (like Banking, Federations etc.),
- (f) International organizations (like UNICEF, UNESCO, UNDP etc.),
- (g) Professional bodies and
- (h) *Centre & State Government Institutions.*

4.6 "ON SELF-FINANCING BASIS" means meeting the financial needs of the institution from internal sources for establishment, operation and / or maintenance. It shall be the responsibility of the concerned institution/ body / unit to mobilize and arrange necessary resources.

4.7 'SYNDICATE' means the authority of the University mentioned in Section 28 of the K.S.U. Act, 2000.

4.8 'Twinning' means an arrangement by the institutions with a foreign University/Indian institution to offer academic programs in the *jurisdiction of the University* towards the award of Degree/Diploma either individually or jointly using the resources of both.

4.9 'UNIVERSITY' means the Bangalore University.


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4.10 'UNIVERSITY AREA' means the area as specified in Chapter II of the Karnataka State Universities Act, 2000.

5. MANNER OF ACCORDING RECOGNITION:

5.1 An institution or organization as specified in Statute 4.5 other than a college, conducting research or specified/specialized studies, may submit an application seeking recognition by the University, in the form prescribed in APPENDIX 1.

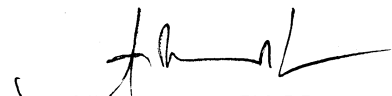
5.2 After scrutiny of such applications, the Syndicate may constitute an Expert Committee to inspect the said institution for verifying the particulars mentioned in the application and to ascertain whether :

- (a) It is under the management of a regularly constituted governing body, and its financial resources are such that due provision can be made for its continued maintenance and effective working,
- (b) The institution can arrange for teaching and other academic activities with competent faculty,
- (c) It has sufficient accommodation for carrying out research or specified/ specialized studies for the number of candidates proposed to be admitted to the course/courses every year,
- (d) It has the required library facilities and learning resources and
- (e) To gather such other details as the Expert Committee may find relevant.

5.3 After such inspection as specified in (5.2), the study team shall submit its report in the format prescribed in APPENDIX II

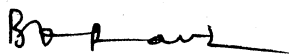
5.4 After going through such report submitted by the Expert Committee, if the Syndicate is satisfied, it may accord recognition to such institutions to pursue such research, such specified/specialized studies as may be specified by the Syndicate subject to entering into a MOU/Agreement by such institution, in the draft form prescribed in APPENDIX III, as far as applicable. *Before entering into an MOU/Agreement with such Institutions, a formal approval be obtained from the State Government.*


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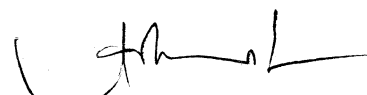

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6. CONDITIONS SUBJECT TO WHICH RECOGNITION IS ACCORDED:

- 6.1 The MOU/Agreement in writing to be entered into between such institution and the Vice-Chancellor /Registrar of the University who has been authorized by the Syndicate, shall contain declared undertaking by the institution to be borne by such conditions that may be prescribed in the format mentioned in APPENDIX III.
- 6.2 If the organization runs more than one unit/branch, then recognition of the Syndicate has to be obtained in respect of each unit/branch in accordance with the provisions of these Statutes. It shall be treated as a separate unit and a separate MOU/Agreement needs to be approved by the Syndicate.
- 6.3 The maximum intake fixed by the Syndicate for each course of study shall be highlighted in the MOU/Agreement and admission for any course in excess of the maximum intake fixed shall render the MOU/Agreement liable for termination.
- 6.4 The MOU/Agreement shall contain the various conditions mentioned in Appendix III along with special conditions, if any, in respect of the particular course of study.
- 6.5 The consequences of such Recognition of the Institution shall be mentioned in the MOU/Agreement.
- 6.6 Provision for constitution of a Managing Council for conducting the courses efficiently with its powers and functions shall be made in the MOU/Agreement.
- 6.7 The duration for which such recognition has been accorded, and the manner in which such recognition shall be withdrawn, and the consequences of such withdrawal of recognition shall also be mentioned in such an MOU/Agreement. Such recognition may also be renewed by mutual consent of both the parties for a period not exceeding three academic years at a time.
- 6.8 The financial arrangements agreed to by the parties shall also be incorporated in the MOU/Agreement.
- 6.9 The extent to which each party shall be liable shall be made clear in the MOU/Agreement.
- 6.10 The manner of settling disputes that may arise between the parties to the MOU/Agreement shall also be made clear in the said MOU/Agreement.


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- 6.11 The MOU may also contain the details of the manner of the utilization of the resources of these institutions recognized and also of the Bangalore University for offering these programs.
- 6.12 The management of the institution shall not close down the institution of a course, or a program during the currency of the academic year and until the usual examinations conducted by the University in respect of the course of study are over and a format order is issued by the University to do so.
- 6.13 Such other conditions that may be necessary in respect of any particular course of study may also be mentioned in the MOU/Agreement.
- 6.14 The Institution shall take necessary steps to ensure the quality of the course so as to maintain/ enhance the reputation of the parties to this Memorandum of Understanding.
- 6.15 The institution shall admit candidates belonging to SC/ST as per the reservation policy of the Karnataka State Government.
- 6.16 The Institution shall reserve two seats within the intake in each course for the staff/children of staff of the Bangalore University to be nominated by the Vice-Chancellor as per the course eligibility criteria and fee structure.

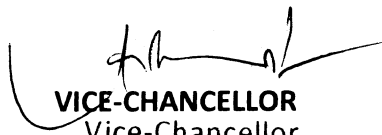
7. MAINTAINING THE ACADEMIC STANDARDS

- 7.1 The concerned Institute/Centre/Unit/Agency may seek Recognition/Accreditation from National/International professional bodies and it shall be the responsibility of the institution to meet the necessary requirements and the University shall in no other way be responsible for this recognition than facilitating and supporting such initiatives.
- 7.2 The Centre/Institution shall see that periodic assessment of the faculty and the program is conducted by the candidates / stake holders which shall be made available to Managing Council and the University.

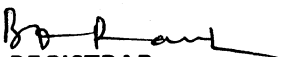
8. CONSEQUENCES OF ACCORDING RECOGNITION:

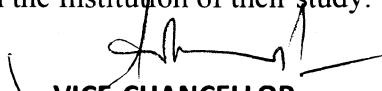
- 8.1 The Bangalore University shall constitute the Managing Council referred to in para 4 of Appendix III to monitor and review the programme periodically. The composition, powers, manner of functioning etc., shall be declared in the MOU/Agreement referred to in Appendix III.


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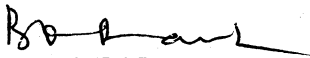

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- 8.2 The Bangalore University shall constitute a Board of Studies separately for all programs *and the concerned Institute shall suggest a panel of names in the ratio of 1:3* by drawing the expertise from the concerned departments/institutions outside the University and expertise from Industry or other organizations. There shall, however, be one representative from the University in the BOS.
- 8.3 The examination shall be conducted as per the rules and regulations approved by the statutory authorities, i.e., BOS, Faculty and Academic Council for the specified/specialized program.
- 8.4 The Bangalore University shall exercise the prerogative to securitize the eligibility of students selected and ensure that it is properly done.
- 8.5 Students found eligible and approved by the Bangalore University for admission to any of the degree programs through on or off-campus courses conducted by the Institution shall be eligible to appear for the degree Examination and obtain the degree to be conferred by the University. The successful candidates shall be eligible to receive their degree in the Convocation held by the University.
- 8.6 The concerned institution or any other agency may institute endowment for the award of Cash prize, Gold medal etc., and it shall be instituted by the University after following the procedures to be adopted for the institution of such endowments and shall be awarded to the candidates as per the procedure followed.
- 8.7 The University may from time to time send an inspection team to the institution to monitor the conduct of the courses or any other matter relating to the course.
- 8.8 Requests from any other agency for signing MOU/Agreement for recognizing any other centre/institution in the State of Karnataka for offering the courses presently offered under this Memorandum of Understanding / Agreement by the concerned department shall only be acceded to by the Bangalore University after consulting the concerned institution.
- 8.9 The Bangalore University shall print the Certificate/Marks statements depending on the requirements. For the issue of Certificate/Marks statements the time schedule shall be adhered to.
- 8.10 After completion of examination process, the Bangalore University shall issue the documents, mentioned in 8.9, to the students through the Institution of their study.


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- 8.11 The Institution may receive grants from National and other funding agencies for strengthening the program or any academic activities. Details of grants received from other agencies for this program and their utilization shall be made available to the Managing Council.
- 8.12 Details of donations received from philanthropists or any recognized agency, their purpose and utilization shall be recorded and audited and these details/records shall be made available to the Managing Council.
- 8.13 The necessary Income tax clearance shall be obtained and all details relating to the tax compliance, clearance etc., shall be made available to the Managing Council. The University may also be informed about the compliance.
- 8.14 The concerned institution shall have functional autonomy in carrying out its routine activities.
- 8.15 The annual general body meeting or other meetings of the collaborating institution shall be convened regularly as per their Bye Laws and copies of the reports submitted to the District Registrar or Registrar of Companies or any other agency shall be made available to the Bangalore University. If exempted, the same shall be clearly indicated to the University for seeking exemption. The reports submitted to the Government or any other agency shall be made available to the Managing Council and also the University.


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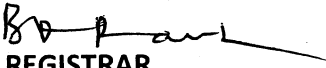

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VAJUBHAI VALA
CHANCELLOR

APPENDIX I

APPLICATION FOR GRANT OF RECOGNITION UNDER SECTION 66 OF THE KARNATAKA STATE UNIVERSITY ACT 2000

1. Name of the Institution and address.
2. Organization/Society/Trust/ other body which manages or runs the institution and the official address etc.,
3. Purpose for which recognition is sought for.
4. In what way, the recognition of the institution by the University will advance the purpose.
5. Nature of Research or Specified/Specialized studies, sought to be conducted.
6. The intake proposed for each course.
7. Details of Managing Committee/ Governing Council and the financial resources.
8. Details of accommodation and other infrastructure.
9. Details of teaching arrangement with qualifications of teachers.
10. Details of library facilities / laboratory / learning resources.
11. Such other details as are relevant to the offering of the program.


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APPENDIX II

REPORT OF INSPECTION TEAM

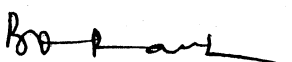
1. Members constituting the team.
2. Date/s of inspection.
3. Whether the facts stated in the application are true.
4. Team's observation and recommendations.
5. Maximum intake, if any, recommended for each course.
6. The terms of observations should relate to the following matters in particular.

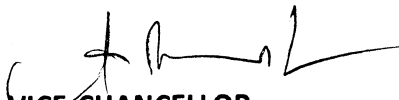
(a) ACCOMMODATION

- (i) Class Rooms
- (ii) Faculty Rooms
- (iii) Seminar Hall
- (iv) Laboratory
- (v) Common room for students
- (vi) Toilet facilities
- (vii) Common room for women students with facilities
- (viii) Office room/Directors Room
- (ix) Indoor recreation facilities
- (x) Canteen facilities
- (xi) Hostel accommodation
- (xii) Lab/Computer Lab
- (xiii) Open space including access to Auditorium
- (xiv) Library facilities/learning resources

(b) Financial resources of the Organization for continued maintenance and efficient working of the Institution.

(c) Whether compliance with requirements of income Tax Act and other Acts is satisfied.


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APPENDIX III

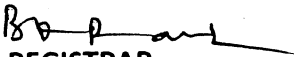
FINAL AGREEMENT / M.O.U. TO BE ENTERED INTO

1. Parties to the Agreement
2. The Syndicate of the Bangalore University, on being satisfied from the Inspection report submitted by the Inspection team, has granted recognition to
..... (Institution) under Section 66 of the K.S.U. Act, 2000 to offer the following specified / specialized courses, subject to the terms and conditions as declared hereunder:
 - (i)
 - (ii)
 - (iii)

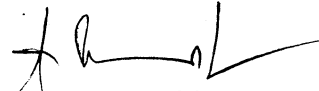
3. TERMS AND CONDITIONS

It shall be the responsibility of the Institution to arrange the following;

- 3.1 The Institution shall strictly adhere to the list of the courses and schedules notified in the prospectus while conducting the programs.
- 3.2 The Institution shall be responsible to ensure that adequate arrangements are made to popularize the courses and attract large number of applications. The institution shall advertise the programs, prepare and print the prospectus with the notification about this joint venture, distribute, enroll the students using its own machinery on or off the campus. The specimen copies of the prospectus and the advertisement shall be given to the Bangalore University for prior approval and after approval the same shall be issued by the Institution. The University shall also extend all possible support to popularize the program.
- 3.3 The Institution shall not admit students beyond the intake fixed by the Bangalore University for each course and the same can be reviewed, if required.
- 3.4 The minimum qualification and eligibility for admission of students to each of such courses shall be as per the regulations approved by the University. The University shall have the power to scrutinize the eligibility of students admitted to each course of study


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and refuse admission given to any student who does not fulfill the minimum requirements.

3.5 Qualifications of the faculty recruited shall be as per the norms prescribed by the UGC/AICTE/ or any other professional body.

3.6 In the case of visiting faculty who do not possess the required qualifications as per the norms prescribed by the UGC/AICTE/ or any other professional body, the Managing Council shall take into consideration the experience/expertise of the faculty.

3.7 Prescribed hours of teaching/project work /lab work / filed work etc., as prescribed by the University (As per the Regulations approved by the Academic Council) shall be satisfactorily completed and report submitted to the University.

3.8 Sufficient infrastructure (lab/Computer lab/system/software/internet) and other learning resources shall be made available.

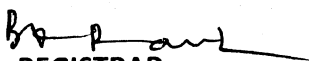
4. MANAGING COUNCIL:

There shall be separate Managing Council exclusively for each institution which shall be responsible for all academic, administrative and financial aspects relating to the program. The University shall constitute a Managing Council which shall have functional autonomy for smooth running of the program. This Managing Council shall not only interface with the University authorities but also co-ordinate with all other agencies for the smooth running of the program. The Managing Council shall oversee the activities relating to the program and give necessary directions so that the quality of the program is ensured and sustained. It shall be the responsibility of this Managing Council to ensure that all the issues relating to this program are addressed and appropriate decisions are taken in the interest of the students and also the reputation of the University. The Managing Council shall serve as an authority to guide/monitor/initiate/control the various activities relating to the program.

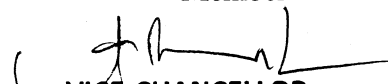
4.1 Composition of the Managing Council

The Managing Council shall consist of the following members.

- | | | |
|-----------------------|---|----------|
| • The Vice-Chancellor | - | Chairman |
| • The Registrar | - | Member |


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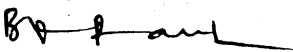
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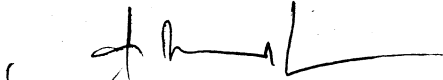

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- The Director, PMEB - Member
- The Registrar (Evaluation) - Member
- One Member from the Syndicate - Member
- Three Members nominated by the Vice-Chancellor in consultation with the concerned organization.
- Five Members of the concerned agency/institution/centre or other associated institutions nominated by the head of the institution/organization.
- Two representatives from the professional/bodies/related Government departments or the related organizations including international agencies, if necessary, nominated by the Vice-Chancellor in consultation with the Head of the Institution.
- The Director / Coordinator of the program nominated by the agency shall be the Member-Secretary of the Council.

The total membership of the Managing Council shall not exceed 15. If required, experts may be invited as Special Invitees, who shall have no voting rights.

- 4.1 (i) The term of the Managing Council shall be for five academic years.
- 4.1 (ii) Any casual vacancy of nominated members caused by death, resignation, or the member ceasing to hold a particular office or a particular designation by virtue of which he became a member shall be filled up the Vice-Chancellor for the unexpired term of office of the member.
- 4.1 (iii) The Managing Council shall meet a least once in three months in an academic year to review the implementation of program and to assess the activities of the program.
- 4.1 (iv) 50% of the Members shall form the quorum for the meeting. No quorum is required for an adjourned meeting.
- 4.1 (v) The Vice-Chancellor or, in his absence, any member nominated by him, shall preside over the meeting.
- 4.1 (vi) The agenda for the meeting will be made available to the members much in advance and it shall be discussed and debated before the decision is arrived


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at. If any issue involves voting, it shall be decided by a majority of votes; the Chairman shall have a casting vote in addition to his vote as a member, in case of tie.

4.1 (vii) **Record of Meetings:** Record of the business transactions of the Managing Council shall be maintained properly. Copy of the minutes of the meeting of the Managing Council shall be made available to the members and to the University.

4.2 EXTRA –ORDINARY MEETING

The Vice-Chancellor, whenever appropriate, may convene the meeting for the transaction of urgent business. The Member Secretary, under the direction of the Chairman, shall send a notice 10 days in advance along with the agenda.

4.3 FUNCTIONS OF THE MANAGING COUNCIL:

The Managing Council shall:

4.3.1 Discuss all academic matters pertaining to the program and ensure that its recommendations are implemented by the said Institution recognized by the University.

4.3.2 Plan the utilization of grants for Teaching, Equipments, Exchange, Function etc., to be specified by the Member Secretary.

4.3.3 Prepare general plan of work and time table.

4.3.4 Plan Research Activities/Organize Seminars/Conferences/Workshops.

4.3.5 Discuss any other matter connected with the program or any new program proposed.

4.4 Designation of Member Secretary:

The person nominated or authorized by the Institution shall be the Member Secretary.

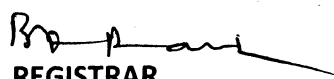
The Member Secretary shall be solely responsible for the smooth and efficient functioning of the Managing Council and shall implement all the recommendations/ decisions of the Managing Council.

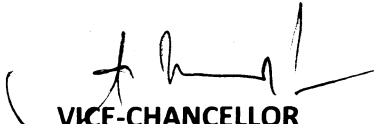

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5. FINANCIAL ARRANGMENTS:

- 5.1 The MOU/Agreement shall have the clause that *'all fees shall be collected in the name of the institution recognized by the University through a bank demand draft/online portal'*. The concerned institution shall pay the prescribed amount to the University as specified in the MOU along with the list of candidates for approval of admission.
- 5.2 A registration fee, eligibility fee, equivalence fee, etc., as stipulated by the University in the fee structure notification shall be collected and paid to the University. This is subject to revision of fee structure by the University.
- 5.3 The fees charged by Bangalore University for self-financed courses under different faculties shall form the guideline in working out fees for students. Actual expenses, which would be required to be incurred, would be taken into account and on this basis the final figure would be arrived at.
- 5.4 The payment schedule for the courses shall be decided by the Institution from time to time depending upon the duration and type of the program and the detail shall be submitted to the Bangalore University.
- 5.5 Students shall make all payments to the Institution as per the payment schedule and norms of the course.
- 5.6 The fee collected for the prospectus shall go to the Institution.
- 5.7 The Institution, as per the enrolment statistics submitted to the Bangalore University, shall deposit 25% of the tuition fee collected by the institution. For the first year of admission an additional fee towards registration and eligibility as notified by the University from time to time shall be remitted. The Bangalore University shall confirm the enrolment after satisfying itself of the eligibility requirement. The percentage of fee which should accrue to the Bangalore University shall not vary for different institutions excepting in certain cases which shall be decided by the Syndicate after examining the request of such institution. The institution shall justify its claim for such concession.
- 5.8 The fees collected by the said Institution after remitting the University amount shall utilize the remaining resources for providing all facilities to impart teaching/training and also to ensure quality and excellence.


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5.9 The fee structure may vary if NRI/Foreign Students are admitted and in this case. The Institution shall provide details to the University and obtain approval of the University.

5.10 The Institution shall retain the fees collected for any value added services provided to the students.

5.11 The Institution shall collect the examination fee prescribed for the purpose from every candidate and remit the same to the Bangalore University. The examinations section shall arrange for the conduct of examination as per the regulations approved by the Academic Council.

5.12 The University shall ensure that the marks card, degree certificate, etc., are issued to the candidates through the concerned institution and it shall be on par with the regular programs of the University.

6. PERIOD OF RECOGNITION

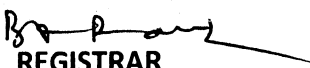
6.1 Such recognition granted by the University shall not be for more than 5 academic years from the date of signing the MOU/Agreement by both the parties. The same may however, be renewed from time to time for not more than 3 academic years by mutual agreement.

7. TERMINATION:

7.1 Either Party may forthwith terminate this MOU/Agreement:

- If the other Party assigns or attempts to assign the whole or part of its interest under this MOU/Agreement
and / or
- If the other Party goes into liquidation or proceedings from insolvency/bankruptcy.
and / or
- If the other Party materially breaches the terms of this MOU / Agreement.

In the event of termination of this MOU/Agreement, both Parties shall, forthwith, cease to use and ensure the other Party's name, mark or logo in any manner, whatsoever, as related to this MOU/Agreement,.


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7.2 Survival of Obligations: Any termination of the MOU/Agreement shall be on the understanding that Students who have already enrolled in any of the Courses as on the date of termination shall be entitled to complete their respective Courses and be eligible to appear for the assessment / examinations conducted and to obtain an award of the degree applicable for such courses. The obligations of the parties with respect to any such incomplete courses shall continue to be in force during such period, notwithstanding any prior termination of the MOU / Agreement. However, if a student does not complete the examination within the duration of the course or within the duration of the MOU / Agreement, he shall have to appear for the examination only in the Bangalore University campus for the academic year commencing prior to the date of termination. All other obligations of the parties, which by their nature would continue beyond the termination cancellation or expiration of this MOU/Agreement, shall survive any such termination, cancellation or expiration.

8. LIABILITY

Neither Party shall be liable for any indirect, incidental or economic consequential damages (such as lost profits).

9. DISPUTE RESOLUTION AND JURISDICTION

9.1 The parties to this MOU/Agreement shall settle any dispute arising out of this MOU/Agreement through mutual negotiation and agreements. In case settlement is not arrived at, the dispute(s) shall be referred to a mutually acceptable sole arbitrator and the proceedings shall be in accordance with the provisions of the Arbitration and Conciliation Act 1996.

9.2 This MOU/Agreement shall be governed by the laws of India and both Parties are subject to the exclusive jurisdiction of courts in Bangalore for the purpose.

10. CONFIDENTIALITY

10.1 Any exchange of confidential information shall be made under and pursuant to a separately executed agreement for the exchange of confidential information.


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10.2 Confidential records of the students, attendance records, semester transcripts, answer scripts, submitted assignments, project documents, and any materials or intellectual capital generated out of the project work or test/assignments pertaining to this course shall remain exclusive property of that institution only. Bangalore University shall have the right to retain one copy of the said attendance records, semester transcripts, answer scripts, submitted assignment and project documents for the purpose of maintaining records of the same for its internal audits and for no other purpose. Duplication of such items without prior written permission from the concerned institution is prohibited.

11. MISCELLANEOUS:

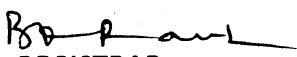
11.1 **Notice** : Any notice or other information required to be given to the other party shall be given in writing and in the English language. Such notice may be provided, using any of the following:

- Registered post or a nationally recognized courier; or
- Telex, facsimile transmission, e-mail or comparable means of communication (provided that a confirmation copy of the same is sent by means specified in (a) above within 24 hours of transmission)
- Such notices when sent to each Party shall be at the address first above written.

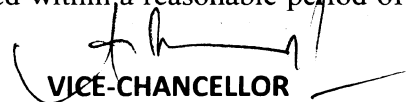
11.2 **Governing Law**: This Agreement shall be governed by the law of India.

11.3 **Force Majeure**: If the performance of either party, of any of its obligations (not being an obligation to make any payment in terms of this Agreement) is prevented, restricted or interfered with by reason of an event of Force Majeure, then such party shall be excused from such performance to the extent of such prevention, restriction or interference; provided, however, that such party shall give prompt notice within a period of 7 (seven) days from the date of the Force Majeure occurrence to the other party of such Force Majeure, including a description, in reasonable specificity, of the cause of the Force Majeure, and provided further that such party shall use reasonable efforts to avoid or remove such cause of non-performance and shall continue performance under the Agreement whenever such Force Majeure event is removed.

In the event such Force Majeure event is not removed within a reasonable period of


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time, the parties may with mutual consent in writing decide further course of action, and in the event of a dispute, the matter shall be resolved through arbitration under the relevant provision.

11.4 If any provision of this MOU/Agreement is held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall in no way be affected or impaired thereby as long as the intent of the parties can be preserved.

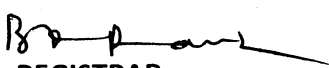
11.5 No waiver by any Party of any default with respect to any provision, condition or requirement hereof shall be deemed to be waiver of any other provision, condition or requirement hereof. No delay or omission of any Party to exercise any right hereunder on one occasion in any manner shall impair the exercise of any such right or any other occasion.

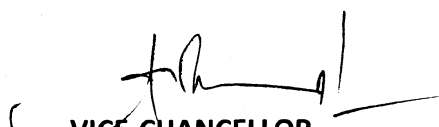
11.6 Notwithstanding anything to the contrary in the Agreement, it is specifically and clearly agreed that:

- Neither Party shall be liable for any payments of claims by employees of the other party.
- Neither party shall be liable for discharging any financial or other commitments made by the other Party.
- Neither party shall be responsible or liable for any infringement of any law, rule, regulations, order etc., by the other Party.

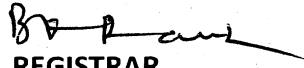
12. INDEPENDENT CONTRACTORS

- This Agreement shall not be taken to create any joint venture, partnership or other similar arrangement and the Parties shall at all time stand in relation to each other as independent contractors. Neither of them is or shall be an employee or franchisee of the other. Neither of the Parties is or shall be or deemed to be or shall hold itself out to any third party as being the agent or legal representative of the other or have the authority to bind the other Party without the prior approval of that Party in each and every case or accept any liability whatsoever for activities of the other Party.


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- Neither party is or shall be responsible for the debts incurred by the other or be bound by any contract or representations made by the other or any obligations undertaken by the other. Neither party shall make any representation pertaining to the other or its business or affairs, without the express written consent and approval of the other.
- Neither this Agreement nor any information provided pursuant hereto grants the Bangalore University any right or license under any trademark, copyright or patent now or subsequently owned or controlled.
- The Vice-Chancellor, in consultation with the Management of the Institution, shall decide anything not contained in the MOU/Agreement.


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