



सत्यमेव जयते

MOU between KSTRI, Mysuru and UoM  
relating to the project undertaken by  
Prof. M. S. Subramanian  
2021-22, M. S. Subramanian

INDIA NON JUDICIAL

**Government of Karnataka**

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**AGREEMENT**

THIS AGREEMENT is entered into this day of 2 NOV 2020, between the Director, Karnataka State Tribal Research Institute (KSTRI), Mysuru, acting through the Government of Karnataka, (the Government) having its office located at No. 1540, Aniketana Road, Kuvempu Nagar, Mysuru-570023, and University of Mysore (UoM), Crawford Hall, Mysuru represented by its Registrar.

Director  
Karnataka State Tribal Research Institute  
Mysuru

Registrar  
University of Mysore  
Mysore-570 005

**Statutory Alert:**

1. The authenticity of this Stamp certificate should be verified at [www.shclsestamp.com](http://www.shclsestamp.com) or using e-Stamp Mobile App of Stock Holding. Any discrepancy in the details on this Certificate and as available on the website / Mobile App renders it invalid.
2. The onus of checking the legitimacy is on the users of the certificate.
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No. of Corrections: nil

KARNATAKA STATE TRIBAL RESEARCH INSTITUTE, MYSURU. REGISTRATION NO. 1012, 6-11-2019. MYSORE. UO-M

WHEREAS, the Government through the KSTRI Mysore, wishes to have the UoM undertake a Major Research Project on "A Legal Research on Displacement of Scheduled Tribes in the State of Karnataka" hereafter referred to as The Study.

AND WHEREAS, the UOM is willing to undertake this study.

NOW, THEREFORE THE PARTIES hereby agree as follows:

1	Undertaking The Study	Major Research Project on "A Legal Research on Displacement of Scheduled Tribes in the State of Karnataka"
2	Term	The UOM shall undertake and complete the study within six months from the date of Agreement or any other period as may be subsequently agreed by the parties in writing, subject to liquidated damages for the delay attributable to the UOM. Final study report shall be submitted within one month after completion of the study.
3	Payment	A. Ceiling For the study the KSTRI shall pay to the UOM a sum of Rs. 10.00 Lakh (Rs. Ten Lakh Only). This amount includes all the UOM's costs and deliverables as well as any tax obligation that may be imposed on it. B. Schedule of Payments: The schedule of payments is specified below: a) 50 per cent of the total grant i.e., Rs 5.00 Lakh (Rs. Five Lakh Only) upon the Karnataka Tribal Research Institute's receipt of a copy of this Agreement signed by the UOM. b) 25 per cent of the total grant, i.e., 2.50 Lakh (Rs. Two Lakh Fifty thousand Only), upon the KSTRI's receipt of the progress report of the completion of field work from the UOM. c) 25 per cent of the total grant, i.e., 2.50 Lakh (Rs. Two fifty thousand Only), upon the KSTRI's receipt of the final report from the UOM, acceptable to the Karnataka Tribal Research Institute. d) Total Rs. 1000000/- payable by the KSTRI to the UOM. e) (e) After Final Payment UoM shall submit the statement of expenditure along with UC to KSTRI
4	Project Administration	Co-Ordinator: The KSTRI designates the Director, Karnataka Tribal Research Institute, Mysore, as Co-ordinator for this study and from UOM side, Prof. Maruthi T.R., Professor of Law, Dept. of Studies and Research in Law, University of Mysore, Mysuru will be the Principal Investigator and will be responsible for all activities pertaining to the operationalization of the study.
5	Performance Standards	The UOM undertakes to carry out the study with the highest standards of professional and ethical competence and integrity. The UOM shall promptly but not later than fifteen days replace any employee assigned under this Agreement that the KSTRI considers unsatisfactory.
	Confidentiality	The UOM shall not disclose any proprietary or confidential information relating to the Services, this Agreement or the KSTRI business or operations without the prior written Consent of the KSTRI.



Director  
Karnataka State Tribal Research Institute  
Mysore

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Registrar  
University of Mysore  
Mysore-570 005

7	Ownership of Material	Any studies, report or other material, graphic, software or otherwise prepared by the UOM for the KSTRI under the Agreement shall belong to and remain the property of the KSTRI. The UOM may retain a copy of such documents and software for the purpose of this Agreement. The UOM shall be permitted to use the data collected for the above study for its publication purposes with due acknowledgements to the KSTRI.
	Insurance	The UOM will be responsible for taking out any appropriate insurance coverage at its own cost.
	Re-Assignment	The UOM shall not re-assign this Agreement or sub-contract any portion of it without the KSTRI's prior written consent.
	Dispute Resolution	Any dispute arising out of the Agreement, which cannot be amicably settled between the parties, shall be referred for arbitration in accordance with the provision of the Act to the arbitrator nominated by the parties concerned as Amended from time to time, shall be applicable. Courts in Bengaluru shall have jurisdiction in the matter.
	Extent of Default	(i) Delay in furnishing of any report within the period mentioned above provided that there shall not be default for the period of Force Majure and delays solely attributable to the KSTRI. (ii) Any Report being non-acceptable to the KSTRI for lack of professional quality. (iii) Breach of any of the terms of this Agreement.
	Consequences of Default	(i) On the occurrence of any of the event of default on the part of the UOM, the KSTRI may terminate this Agreement and Claim refund of any money paid or refuse to make any more payment. (ii) In the case of default being limited to delay only not exceeding 5 weeks, the KSTRI, may in alternative, claim the agreed liquidated damages @ 5 per cent of the amount of contract for every week of delay, not exceeding in any case 25 per cent of the amount of contract. The amount of liquidated damages shall be withheld and / or recovered from the payment to be made to the UOM.
	Force Majure	The Parties shall be entitled to excuse performance of their respective obligations to the extent that they are unable to perform the contract by an event of Force Majure. A party claiming relief on this account shall immediately on becoming aware of Force Majure event, give notice to the other party disclosing the manner in and period during which performance of its obligations is likely to be affected. For the purpose of the Agreement, Force Majure means Acts of God, wars or similar action affecting Indian Civil Commotion or General strike (excluding by its own employees) lying beyond the reasonable control of the affected Party.
	Notice	The address of the Parties for all communication is: Karnataka State Tribal Research Institute: Karnataka State Tribal Research Institute, No. 1540, Anikethana Road, Kuvempu Nagar, Mysuru-570023. Institution undertaking the Study : Department of Studies in Law, University of Mysore (UoM), Manasagangothri, Mysuru



*[Handwritten Signature]*  
 Director  
 Karnataka State Tribal Research Institute  
 Mysuru

*[Handwritten Signature]*  
 Registrar  
 University of Mysore  
 Mysore-570 005

All matters with the aforesaid address sent by pre-paid registered Post or Speed Post or sent by e-mail with confirmation of its delivery or e-mail shall be deemed to have been served and received by the addressee within the time they should have been delivered / received at the addressee's end. Any change of address will not be valid unless acknowledge by the other party.

IN WITNESS WHEREOF, the representatives of the Parties to this Agreement, being authorized have here into set their hand and have executed those present this day of 2 NOV 2020

For and on behalf of the

Karnataka State Tribal Research Institute

University of Mysore

Signed by.....

Signed by.....

Director  
Karnataka State Tribal Research Institute  
Mysuru

Registrar  
University of Mysore  
Mysore-570 005

Designation : Director,

Designation: Registrar

Karnataka State Tribal Research Institute  
Mysuru.

University of Mysore, Crawford Hall ,  
Mysuru.

In Presence of...  
ಅಕ್ಕ ಪರಿಶೋಧನಾಧಿಕಾರಿ  
ಕರ್ನಾಟಕ ರಾಜ್ಯ ಟ್ರಿಬಲ ರಿಸರ್ಚ್ ಇನ್ ಸ್ಟಿಟ್ಯೂಟ್  
ಮೈಸೂರು-570 023

In Presence of.....

PROF. (DR.) MARUTHI T. B.

M.A., LL.M., Ph.D  
Professor of Law and Research Guide  
Department of Studies in Law  
University of Mysore  
Manasagangothri, Mysore - 570 005



NOTARY, MYSORE 2/11/2020

CHAIRMAN  
Department of Studies in Law  
University of Mysore  
Manasagangothri, Mysore-570 006  
Karnataka, India

No. of Corrections: 1