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AGREEMENT

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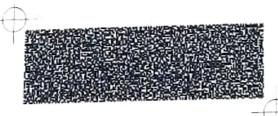
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DIRECTOR K S T R I MYSORE

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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.

Karnataka State i calbal Research Institute

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WHERAS, the Government through the KSTRI Mysore, wishes to have the UoM undertake a Markesearch 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:

	OW. ITILISEI ORE THE	TIES hereby agree as follows:
1	Undertaking The Study	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 eceipt 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.
Ý	Confidentiality	The UOM shall not disclose any proprietary or confidential information relating to the Services, this Agreement or the KSPRI business or operations without the prior written Consent of the KSTRI.

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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.
KI!	HWANDER OF THE PROPERTY OF THE	The address of the Parties for all communication is: Karnatak State Tribal Research Institute: Karnataka State Triba Research Institute, No. 1540, Anikethana Road, Kuvempi Nagar, Mysuru-570023. Institution undertaking the Study: Department of Studies is Law, University of Mysore (UoM), Manasagangothri, Mysuru
KR15	HIVAN A TO TO	Institution undertaking the Study: Department of Studio

Director

Karnataka State irailijai Research Institute

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 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 along uthorized have here into set their hand and have executed those present this day of

For and on behalf of the

Karnataka State Tribal Research Institute

University of Mysore

Signed by

arnataka State i raibai Rasearth Instituta

Signed by

Registrar University of Mysore Mysore-570 005

Designation: Director,

Karnataka State Tribal Research Institute

Mysuru.

Designation: Registrar

University of Mysore, Crawford Hall,

Mysuru.

In Presence of

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ಸೂರು-570 023

In Presence of

M.A., LLM., Ph.D

Professor of Law and Research Guide

Manasagangothri, Mysons 570 00

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

Karnataka, India

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