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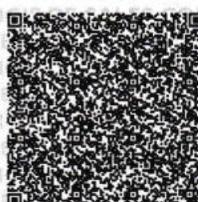
## **INDIA NON JUDICIAL**

**Government of Karnataka**

Rs. 100

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: ST FRANCIS DE SALES COLLEGE  
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: MOU  
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: ST FRANCIS DE SALES COLLEGE  
: KARNATAKA STATE COUNCIL FOR SCIENCE AND  
: TECHNOLOGY  
: ST FRANCIS DE SALES COLLEGE  
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: (One Hundred only)



Please write or type below this line

# MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding is made and executed on 04/03/2022 between

Executive Secretary  
Karnataka State Council for  
Science and Technology

**Statutory Alert:**

- Statutory Alert:** The authenticity of this certificate should be verified at [www.shcilestamp.com](http://www.shcilestamp.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.

1. The authenticity of this certificate should be verified at [www.shcilestamp.com](http://www.shcilestamp.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.

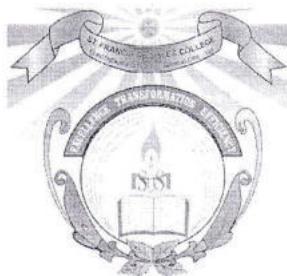
3. In case of any discrepancy, please inform the Competent Authority.





Karnataka State Council for Science and Technology  
(KSCST), IISC, Bengaluru

AND



St. Francis de Sales College  
Bangalore

**St.Francis de Sales College:**

St. Francis de Sales College, popularly known as SFS College, Electronic City, Bangalore is managed by St. Francis Sales Educational and Charitable Trust. St. Francis de Sales College came into existence in 2004 with the motto: Excellence, Transformation and Efficiency. It is permanently affiliated to Bangalore University. The College was granted "A" grade by the NAAC in 2015. The Postgraduate Centre was added to the College in 2017. In the year 2018, the College obtained 2f and 12b recognition under the UGC Act of 1965. With the AICTE approval, professional courses such as MBA and BBA Aviation Management were started in 2020. It is also an ISO certified institution.

**Karnataka State Council for Science and Technology (KSCST):**

**KSCST** is one of the first State S&T Councils to be set up in the country established in the year 1975 at Indian Institute of Science Campus. It is an autonomous S&T organization under the Department of Science & Technology, Government of Karnataka. From several decades KSCST has been pro-actively engaging itself to identify, propose and implement S&T based

  
Executive Secretary  
Karnataka State Council for  
Science and Technology  
Indian Institute of Science  
BANGALORE - 560 012



solutions to locale specific needs / problems in the broad areas of Water, Education, Energy, Housing, Geospatial technologies and Infrastructure etc. in the State.

In cooperation with the Indian Institute of Science and several other premier R&D institutions, KSCST executes many projects and programmes aimed at improving socio-economic conditions of the people of the state. The Department of Science and Technology, Government of India advocated as model to all the states

The Council through its Patent Information Centre (PIC) is tirelessly conducting awareness, capacity building, basic and advance training programmes on Intellectual Property Rights (IPRs). KSCST has established many IP cells across Karnataka in Science and Engineering Colleges, Technical Institutions and Universities. Further, by providing IP assistance in filing and Commercialisation, KSCST has created an IP ecosystem in the State.

**Dr. Roy P K, Principal, St. Francis de Sales College and the Executive Secretary, representing KSCST, Bengaluru** have arrived at this Memorandum of Understanding for mutual cooperation and collaboration on matters of mutual interest. Hence, this Memorandum of Understanding (MOU).

**The following are the terms of agreement:**

1. The Name of the IP cell will be called as SFS-KSCST Innovation and IP Cell
2. For the purpose of this MOU, KSCST, Bengaluru to provide the technical assistance in matters relating to Intellectual Property Rights on need basis as mutually agreed upon.
2. KSCST and St. Francis de Sales College may in joint collaboration organize workshops, training programmes, research activities, and assist in further development of the IPR ecosystem in the host institute.
3. If need arises, KSCST and the St. Francis de Sales College may constitute a working group to work out the practical problems of collaboration, if any, between the two parties in general and to ensure proper and effective implementation of this MOU.
5. Such details agreed upon will be effective by exchange of letters by KSCST, St. Francis de Sales College and such letters shall form part of this agreement.
6. St. Francis de Sales College may reserve or allocate suitable funds for filings and other issues of IPRs generated from the host institute based on the recommendations of the management.
7. The host institute should send a detailed report on IP activities of the IP cell for the academic year to be sent to KSCST for information and to provide needful inputs.

  
Executive Secretary  
Karnataka State Council for  
Science and Technology  
Indian Institute of Science  
BANGALORE - 560 012



## SCOPE OF THE MOU:

**KSCST and St. Francis de Sales College** shall/may take relevant steps and measures to protect, promote and enhance research and development, which shall create scope for development of Intellectual Property and take appropriate decisions and measure in furtherance of the same.

### **Karnataka State Council for Science and Technology-Roles & Responsibilities**

- ❖ KSCST shall provide technical assistance in filing the registration of IPRs and prior art searches.
- ❖ KSCST shall associate with St. Francis de Sales College in identifying the potential IP innovations in the host institute.
- ❖ KSCST shall associate with St. Francis de Sales College in organizing IPR programmes
- ❖ There shall be no financial responsibility from the side of KSCST.

### **St. Francis de Sales College - Roles and Responsibilities**

- ❖ Shall make available suitable infrastructure, place, and manpower for functioning of IP cell and also other needful amenities for the same.
- ❖ Shall nominate IP cell Coordinator to lead the SFS-KSCST IP cell and also nominate faculty from all the other institutions coming under it to promote IPR in host institute.
- ❖ Should also nominate an Executive Committee consisting of members from (KSCST, Host institute (Principal/ Secretary/ Treasurers/ Vice chancellor/ Dean/ Head of the departments) IP attorney/ Patent agent & IP cell Coordinator) and a Working Group committee member consisting of the IP cell Coordinator, KSCST, 1 or 2 faculty from each department from St. Francis de Sales College.
- ❖ Should allow IP Cell to sensitize and involve the students, faculty, research scholars, and other members and provide awareness and training workshops on IPR periodically.
- ❖ Shall allow the IP Cell to identify and drive the innovation to file & commercialize the IPRs from the institutions associated with the host institute.
- ❖ Should also allocate or source fund from other agencies for filing, commercialising, Technology transfer and any IPR issues of the host institute

## DURATION OF THE MOU

This MOU shall be in effect initially for a period of **3 years** from the date on which this MOU is signed by both the parties and may be renewed thereafter, by mutual consent. Either party may terminate the agreement by written notification sent to the proper officer of the institution. Such notice must be received by either Party within six months prior to the effective termination date.

In witness whereof the parties hereto cause this instrument to be executed as of the date, month and year indicated below.

  
Executive Secretary  
Karnataka State Council for  
Science and Technology  
Indian Institute of Science  
BANGALORE - 560 012



On behalf of the St. Francis de Sales College



Dr. Roy P K

Principal,

*Roy P K*  
St. Francis de Sales College,  
St. Francis de Sales College,  
Electronics City Post, Bengaluru 560 100  
Date: 11.3.2022

On behalf of the Karnataka State Council for Science and Technology (KSCST),  
Bengaluru,

*H. H. Kumar*  
Mr. H Hemanth Kumar  
Executive Secretary,  
Karnataka State Council for  
Science and Technology (KSCST),  
Indian Institute of Science  
BANGALORE - 560 012

Date: 11.3.2022

(St. Francis de Sales College)

Witness 1: *DRUVA KUMAR K.S*  
Name: *DRUVA KUMAR K.S*  
Designation: *Coordinator MOU*

(KSCST)

Witness 1: *Nagarjun M.G*  
Name: *Nagarjun M.G*  
Designation: *Project Associate*

Witness 2: *FR. JO MANJACKAL*  
Name: *FR. JO MANJACKAL*  
Designation: *VICE PRINCIPAL*

Witness 2:

Name:  
Designation:



# **GREEN CITY WARRIORS**

## **SECURITY SERVICES**

**ISO 9001:2015**

### **SECURITY SERVICES AGREEMENT**

This Service Agreement is made at **GREEN CITY WARRIORS SECURITY SERVICES** this is between, **M/s SFS COLLEAGE, 24, NH 44 HEBBAGODI BANGALORE-560100.**

Hereinafter referred to as "**the Security Company**" of the **ONE PART** which term or expression thereof is deemed to mean & include herein its successors, heirs, executors, administrators, legal representatives & assigns.

**AND**

**M/s, GREEN CITY WARRIORS SECURITY SERVICES** having its office at # 4013,Dadi Reddy Layout, Huskur Gate Hosur Main Road Bangalore-100  
Hereinafter referred to as "**The Clients**" of the **OTHER PART** which term or expression thereof is deemed to mean & include herein its successors, heirs, executors, administrators, legal representatives & assigns.

**WHEREAS:**

- A. The Client desires to engage the Services of the Security Company for providing Security Guarding Services at its assigned locations as described in Annexure -II, hereto annexed.
- B. The task of providing the said Services requires special care, knowledge, experience, expertise, infrastructure and capability.
- C. The Security Company has represented to the Client that the Security Company has the requisite skills, experience, expertise, infrastructure and capability to provide the said Services to the Client and also have trained and experienced personnel to provide the said Services. In agreement the Client and the Security Company hereto desire to record the terms and conditions agreed upon between them as follows

**# 4013, Dadi Reddy Layout, Huskur Gate, Hosur Main Road, Bangalore - 560 100.**

**Mob : 97397 66271**

**E-mail : green.gcws@gmail.com | Website : greencitysecurity.co.in**



**NOW THIS AGREEMENT WITNESSETH AS UNDER:**

1. In consideration of the payments herein under reserved the Security Company shall, during the term of this Agreement, provide the Services to the Client on the terms contained in this agreement.
2. The Security Company will provide trained personnel to carry out the said Services, and the number of such trained personnel and the duration of their deployment is more particularly described in **Annexure - I** hereto annexed.
3. The Services thus provided will be in accordance with the Client's instructions, and as agreed upon between the two parties and as prevailing, during the periodicity of the agreement. The Security Company will perform all such Services as per directions issued by the Client from time to time. However, any change to the agreement will entail mutual discussion between the two parties and cost escalation if any brought about by the changes shall be borne by the client.
4. The Security Company shall observe and give effect to all the provisions of the Employees State Insurance Act, 1940 and Employees Provident Fund Act 1952 and Schemes framed there under as may be amended from time to time and pay all contributions as it may be required to pay under the provision of the said enactments in respect of its employees by the Security Company for the purpose of rendering Security Services to the company. In addition to the above, if the agency is required in law to make any payment of contribution/ subscription by force of enactment then the Security Company shall give effect to the provision of such other enactments or laws, as may take place from time to time
5. The Security Company solemnly will be responsible for the welfare of its employees deployed at the Company's premises and in no way the company shall be concerned or responsible for the same. The Security Company shall be responsible for fulfilling the welfare of its employees as per the Government Acts and Regulations whether State or Central.
6. The Security Company shall provide the number of Security Personnel as agreed upon in the contract and shall arrange replacements whenever necessary, in case of sudden sickness/absenteeism arising out of leave or any other reasons, and shall ensure that the agreed strength of deployment is fulfilled and no single post is left vacant at any given point of time.





# GREEN CITY WARRIORS

## SECURITY SERVICES

ISO 9001:2015

7. The Security Company shall take adequate and reasonable precaution to preserve the Client's location and prevent misuse, waste, loss or destruction of the property and equipment of the Client entrusted to the Security Company and under its control. Consideration will be given for reasonable wear and tear to the above areas, property and equipment, during its routine use.
8. The Security Company shall not be responsible for the movable properties, which are under the direct control and supervision of the official of the Client. The items like Laptop, Mobile phones, etc., shall be the personal responsibility of the Officials of the Client using the same and the Security Company shall not be responsible for the loss or damage. The Security Company shall however ensure that strict vigilance is maintained over the person's entering and leaving the Client's premises to prevent unauthorized access and misappropriation of movable properties.
9. The Client shall have, within reason, the right to change the personnel so considered as undesirable with the approval of the security company with a similar right to the Security Company to change the personnel after intimation to the Client, with exigencies and emergencies exempted.
10. The Security personnel shall not accept any gratitude or reward from anyone in any form or kind and the Client shall also not entertain such habits.
11. The Security personnel will perform their duties on behalf of the Security Company under its employment conditions and will not render any other service or work, professional or other form for any consideration, except that which comes under the aforesaid conditions.
12. The security personnel shall not during duty hours indulge in smoking, drinking alcohol or such activities.



13. In case of loss caused to the Client or its property, a joint enquiry committee comprising members of 1<sup>st</sup> and 2<sup>nd</sup> party shall be constituted to ascertain the circumstances under which the loss took place and to apportion responsibility. If during the course of enquiry if it is found that the loss was due to the gross negligence and lapses on the part of the security company, they are liable to make good the loss subject to maximum of one month billing amount.
14. The Security Company will not be held responsible for damages or destruction, misuse or sabotage caused to the client or its property due to trade union/mob/riots/ armed dacoities or any other cause under Force Majeure, whether of the same nature or otherwise.
15. The Client will inform the Security Company of any condition that change and directly affect the security of the locations, in writing and in mutual agreement of the scope of Services that require modifications consequent to the change as aforesaid.
16. The Security personnel will carry out their functions in accordance with this agreement.
17. No Security personnel employed by the Security Company will be directly employed by the Client or subcontracted by a third party.
18. The Client shall not directly employ or appoint as contractor directly or indirectly to carry out the same kind of service or any other activities through Security Company's employees for a period of one year from the date of termination of service of the Security Company. Nothing in this clause shall apply to recruitments made pursuant to a response to a notification of vacancy by the Client.
19. The Client will take all precautionary measures that come under purview of the Acts / Legislations covering the location mentioned in this Agreement to avoid any loss, injury or damage.

#### **PAYMENT:**

20. Payments in respect of services shall be as per Annexure - II hereto annexed. The Security Company shall raise a bill by the end of every month for the Services provided and giving details of the number of personnel deployed.





# GREEN CITY WARRIORS

## SECURITY SERVICES

ISO 9001:2015

21. All payments shall be made by the Client by Account Payee Crossed Cheque favouring M/s. **Green City Warriors Security Services**, Payable at local branches, within 5 days after the receipt of the Invoice / Bill.
22. The Client shall have as its fundamental obligation to pay for the said Services, as under this agreement. A default in payment of undisputed bills for the said Services, for more than two consecutive months shall entitle the Security Company to suspend or terminate this agreement with immediate effect, without extending any advance notice in writing.
23. It is obligatory to consider the increase of VDA during first week of April every year as per Government of Karnataka Act, even though the agreement is valid for one year.

### **DURATION OF THE AGREEMENT:**

This Agreement is for a period from **01/03/2022** to **31/03/2023** Which may be extended on mutually agreeable terms after the expiry of the contract.

Though this agreement is signed on the date hereunder mentioned, both the parties mutually agree to make the terms and conditions of this agreement in force with effect from **01/03/2022**.

This agreement shall be terminated by giving one month's notice in writing by either of the parties. In the case of termination without notice of one month the company shall pay one month's average invoice value as compensation to the agency in lieu of the notice period.



### **FORCE MAJEURE:**

Either Party shall be excused from performance and shall not be liable for any delay in whole or in part, to the extent caused by the occurrence of any Force Majeure Event beyond the reasonable control either of the excused Party or its subcontractors or suppliers, for as long as the Force Majeure Event continues and the excused 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. "Force Majeure Events" shall be limited to the following: 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 the excused Party.

### **ARBITRATION:**

If any dispute or differences shall at time arise between the two parties in respect of or concerning anything herein contained arising out of this agreement or as the rights, liabilities, or duties of the said parties hereunder or as to the recovery of any amount the same shall be referred to a neutral arbitrator appointed with the consent of both the parties & the decision of the arbitrator shall be final, binding & conclusive on both the parties. The venue for arbitration shall be Bangalore and the arbitral proceedings shall be conducted in English.

### **JURISDICTION FOR DISPUTES:**

Any dispute or difference arising out of or related to this agreement will be resolved through joint discussion between the Security Company, and the Client through their authorized representatives. In the event of failure to resolve this dispute, the matter will be referred to arbitration, which shall be governed by the Arbitration & Conciliation Act, 1996 as amended from time to time. The place of arbitration shall be Bangalore and the language of arbitration proceedings shall be in English. The decision of the arbitrator shall be final and binding on the parties, in accordance with the laws of the State.

In Witness whereof the Parties hereto have set subscribed their respective hands and seal to the writing herein above on the date, month and year mentioned below.

Signed on behalf of

GREEN CITY WARRIOR SECURITY SERVICES  
M/s #4013, Dadi Reddy Layout, Huskur Gate  
Hosur Main Road,  
Bangalore - 560 100.  
for  
Santhosh M.  
& General manager

Signed on behalf of Client

M/s,.....  
  
PRINCIPAL  
St. Francis de Sales College  
Electronics City Post, Bangalore - 560 100



# GREEN CITY WARRIORS

## SECURITY SERVICES

ISO 9001:2015

### Annexure - I

#### Approved Security Charges

For providing the Security arrangements and to discharge the duties and responsibilities as covered in this agreement, the company shall agree to pay to the Security Company, service charges as per details given below:

Sl No.	Particulars	Approved Service Charges per personnel, per month
1	Security Supervisor	18,150/-
2	Security Guard	16,335/-

**Note:**

GST Extra as per Govt rule 18%

Signed on behalf of  
**GREEN CITY WARRIORS SECURITY SERVICES**

Mr. #4013, Dadi Reddy Layout, Huskur Gate  
Hosur Main Road  
Bangalore - 560 100

*for*  
**SANTOSH**  
  
(General manager)

Signed on behalf of Client 

Mr. **PRINCIPAL**  
St. Francis de Sales College  
Electronics City Post, Bangalore - 560 100

## Annexure – II

### Approved Security

Requirement plan of the security personnel for the facility mentioned in the agreement is as follows:

Sl No.	Particulars	Day Shift	Night Shift	TOTAL
1	Security Supervisor	0	1	1
2	Security Guards	4	4	8
	<b>Total Strength</b>	<b>4</b>	<b>5</b>	<b>9</b>

In case there is change in the number of personnel deployed in future, the company will intimate such changes preferably in writing and the same will be implemented by the Security Company.

Signed on behalf of,

GREEN CITY WARRIORS SECURITY SERVICES  
M/r, #4013, Dadi Raddi Layout, Huskur Gate

Hosur Main Road,  
Bangalore - 560 100.  
*for  
Santhosh  
(General Manager)*

Signed on behalf of Client,

M/r, ..... 

PRINCIPAL  
St.Francis de Sales College  
Electronics City Post, Bengaluru - 560 100