

## MEMORANDUM OF UNDERSTANDING

Entered into by and between



(Herein represented by Mr. Ravi Srinivasan:

Pro-Vice-Chancellor & Director – Internationalisation and Communications)

Hereinafter referred to as **BU**

And



**Coorg Institute of Dental Sciences,**

(Herein represented by Dr. Sunil Muddaiah

Hereinafter referred to as CIDS)

WHEREAS CIDS AND BU have entrenched their collaboration in a Memorandum of Understanding which was signed on the 01 March 2019.

**AND WHEREAS** the parties agree on Training and Delivery of Healthcare and Dentistry Programmes

**AND WHEREAS** the parties are desirous to record their mutual obligations in terms of this **Agreement** in writing;

**NOW THE PARTIES AGREE AS FOLLOWS:**

**1. Definitions**

1.1 words importing:

1.1.1 any one gender include the other two genders;

1.1.2 the singular include the plural and vice versa; and

1.1.3 natural persons include created entities (corporate or non-corporate) and vice versa;

1.2 the following terms have the meanings assigned to them hereunder and cognate expressions have corresponding meanings, namely:

**1.2.1 "Parties"**

Shall mean Botho University (BU) and Coorg Institute of Dental Sciences,

**1.2.2 Programme refers to**

The sequential learning activities, associated with curriculum implementation, leading to attendance certificate or an achievement of a qualification.

**1.2.3 Participants refer to**

A person that is studying or taking part in learning at BU in a public course, in-house or consultancy.

## **2. Scope of the Agreement**

2.1 The aim of this agreement is to offer and train International Centre for Clinical Excellence, CIDS programs. International Centre for Clinical Excellence, CIDS here to fore referred to as ICE-CIDS has certificate & Diploma programs to the current market requirements. The scope may increase depending on the demand from the market and agreement by partners.

## **3. Fees and Expenses**

3.1 All fees from the participants for the programme will be collected by BU. The invoices will also be raised from BU.

3.2 The expenses incurred on running the programmes shall be paid by both parties and each party will be reimbursed for the expenses incurred in running the course prior to profit sharing.

3.3 Costs

- Cost of trainer: Travel, Consulting fees, Accommodation
- Training: Venue, Meals for participants
- Training material
- Advertising

3.4 ICE-CIDS will be paid 50% of the surplus arising from the programme.

3.5 If a programme does not make any surplus and incurs a deficit, ICE-CIDS or BU will make good the loss in the ratio of their agreed share of 50% from ICE-CIDS and 50% by BU.

3.6 All accounts will be maintained by the Finance Department of BU and ICE-CIDS and should make available all expenses incurred by them in this regard.

## **4. Revenue Targets**

For the year Jan 2019 to December 2019, a total revenue target of BWP800, 000 has been set. This will be reviewed every six months for 5 years to check progress and map way forward.

## **5. Profit Sharing Models**

### **Consulting Related training**

5.1 The 50% of the project, dedicated to consulting will go directly to ICE-CIDS, save for cases where the Business was brought by BU, where 40% will go to ICE-CIDS and 10% to BU.

5.2 The 50% apportioned to training, will take care of training costs and profits shall be shared at a rate of 50% BU and 50% ICE-CIDS.

### **In-House Courses- BU**

5.4 For all in-house courses, where the client has been brought by BU, the profit sharing shall be 60% BU and 40% ICE-CIDS

### **In-house Courses – ICE-CIDS**

5.5 For all in-house courses, where the client has been brought by ICE-CIDS, the profit sharing shall be 60% ICE-CIDS and 40% BU.

## **6. Obligations**

### **6.1 ICE-CIDS shall:**

6.1.1 Network with global industry experts, who have hands-on (not only academic) practical implementation experience on specific healthcare standards and get them as trainers to Botswana, Lesotho, Namibia, Swaziland and any other countries where BU operates.

6.1.2 Recruit subject experts in the relevant field who have a proven track record.

6.1.3 Make all arrangements for the travel and accommodation of the trainers from their place of domicile.

6.1.4 Conduct training at all campuses of the University as the need arises.

6.1.5 Market the courses among his clientele and encourage participation to the various programmes.

6.1.6 Be responsible for the preparation of all material to be used in the training which will be availed to the University to facilitate the training.

6.1.7 Develop new programmes after agreeing with University management and after a thorough needs assessment

6.1.8 Prepare existing programmes for submission for regulatory approval.

### **6.2 BU shall:**

6.2.1 Provide a conducive learning environment for the participants i.e. a suitable room equipped with the required IT infrastructure including any required software.

6.2.2 Be responsible for advertising the programmes after approval by both parties.

6.2.3 Ensure and assist in getting all the programmes and trainers; BQA/CHE/NQA/SHEC approved/accredited.

6.2.4 Ensure that the programme material provided by the Consultant is available to all the participants as handouts at trainings.

## **7. Authority to Act**

Neither party may act on behalf of the other institution or bind them in any way unless that party has been specifically authorized in writing to do so by the other party.

## **8. Disputes**

Any dispute between the parties which cannot be resolved in the first instance between officials of the parties must be referred to the heads of the parties for mediation.

## **9. Whole agreement variation and amendment**

9.1 This agreement constitutes the whole agreement between the parties relating to the subject matter hereof.

9.2 No amendment or consensual cancellation of this agreement or any provision or term thereof or of any agreement, and no settlement of any disputes arising under this agreement and no extension of time, waiver or relaxation or suspension of any of the provisions or terms of this agreement or of any agreement, or other document issued pursuant to or in terms of this agreement is binding unless recorded in a written document signed by the institutions.

9.3 No extension of time or waiver or relaxation of any of the provisions or terms of this agreement or any agreement or other document issued or executed pursuant to or in terms of this agreement operates as an estoppel against any party in respect of its rights under this agreement, nor does it preclude such party thereafter from exercising its rights strictly in accordance with this agreement.

## **10. Termination of the Agreement**

10.1 This agreement will operate for 5 years in the first instance, subject to below, but will be reviewed annually.

10.1.1 The agreement may be terminated at any time by either party, subject to a 6 months' notice setting out the reasons for termination.

10.1.2 In the event of the agreement being terminated, both parties agree that any students who may have not completed their programme would be availed an opportunity to do so.

## **11. Domicilium citandi et executandi**

The institutions choose as their *domicilia citandi et executandi* for all purposes under this agreement, whether in respect of court process, notices or other documents or communications of whatsoever nature, the following addresses:

### **11.1 Botho University**

Botho Education Park,  
P.O Box 501564  
Kgale, Gaborone  
Botswana

### **11.2 International Centre for Clinical Excellence,**

Coorg Institute of Dental Sciences  
KK Campus, Maggula Village  
Virajpet, Kodagu District  
Karnataka - 571218,  
India

**Contact Person: Dr. (Col) Anmol Kalha**

The Parties have caused this Agreement to be executed by their duly authorised representatives as follows:

International Centre for Clinical Excellence,  
Coorg Institute of Dental Sciences  
by its duly authorised representative

**Botho University**  
by its duly authorised representative



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**Dr. Sunil Muddaiah**  
Managing Trustee



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**Ravi Srinivasan**  
Pro-Vice- Chancellor & Director,  
Internationalisation and Distance  
Learning



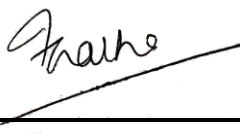
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Witness: **Dr. Shashidara R**  
Professor and HOD  
Dept. of Oral Pathology



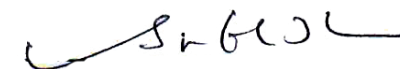
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Witness: **Marang Mutuua**  
Assistant Dean  
Office of External Relation



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**Dr. (Col) Anmol Kalha**  
Distinguished Professor and Advisor CIDS  
Director, ICE - CIDS



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**Assistant Dean**  
Internationalisation and Distance  
Learning

Date 28/03/2019

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