

MEMORANDUM OF UNDERSTANDING

PREAMBLE

Whereas, **NAGOLE INSTITUTE OF TECHNOLOGY & SCIENCE** (hereafter called as NagoleITS) at its various engineering Programmes are charged with responsibility of training technical and scientific manpower in various front-line areas of importance for the Nation and is also contributing to the rapidly growing scientific and technological knowledge and professional excellence in Science & Technology by undertaking industrial consultancy.

WHEREAS, **CADDPRO ORGANISATION**, (hereafter called as COMPANY) is engaged in research, design and development and consultancy in the field of Civil Engineering and related fields.

WHEREAS, both NagoleITS, **and** COMPANY, now

- Recognizing the importance of training the Teaching Staff, Students and Company Employees of various levels and research and development in the areas of Civil Engineering.
- Appreciating the need for creation of large reservoir of qualified manpower in all fields related to Civil Engineering
- Desiring to club their efforts by pooling their expertise and resources,

INTEND to form a nucleus for promoting excellent quality manpower in the fields of engineering with special emphasis on Infrastructure and related fields etc.

NOW, THEREFORE, in consideration of the mutual promises made herein and of good and valuable consideration, the receipt and sufficiency of which both NagoleITS, **and** COMPANY hereby acknowledge, NagoleITS **and** COMPANY hereby agree to sign a memorandum of understanding (MoU) on this the 4th day of April, 2018 at Kuntloor.

ARTICLE-I: SCOPE OF THE MOU

This MoU details the modalities and general conditions regarding collaboration between NagoleITS **and** COMPANY for enhancing, within the country, the availability of highly qualified manpower in the areas of CIVIL ENGINEERING without any prejudice to prevailing rules and regulations in NagoleITS **and** COMPANY without any disregard to any mechanism evolved and approved by the competent authorities under Govt. of India in so far as such mechanism applies to NagoleITS, **and** COMPANY. The areas of cooperation can be extended through mutual consent.

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ARTICLE-II: SCOPE AND TERMS OF INTERACTIONS

Both NagoleITS **and** COMPANY shall encourage interactions between the Engineers, faculty members and students of both the organizations through the following arrangements:

- a) Exchange of personnel through deputation as per the rules of the respective institute, for limited periods as mutually agreed upon;
- b) Organization of joint conferences and seminars;
- c) Practical training of NagoleITS students at COMPANY;
- d) Joint guidance of student projects/thesis in CIVIL ENGINEERING and other areas of national interest at NagoleITS by COMPANY on mutually agreeable terms.
- e) COMPANY would accommodate Diploma students who have completed the 6th semester of their programme in such a number that COMPANY deems convenient to it for the purpose of imparting industrial training.
- f) Would allow the industrial visits of students for half/full day to provide them with an exposure to various equipment, instrument, etc.
- g) COMPANY may depute its personnel as visiting faculty at NagoleITS to teach any of the regular Course or specialized topics.
- h) COMPANY employees, may also be allowed to enroll for diploma courses at NagoleITS, subject to availability of seats, and subject to their fulfilling eligibility criteria and all other academic regulations of NagoleITS.
- i) COMPANY may seek assistance/guidance of NagoleITS, faculty member/s in product/process modification, modernization, trouble shooting, etc.
- j) COMPANY may showcase its business activities at the seminar/workshop/conference, etc. at NagoleITS.
- k) COMPANY may avail library, Internet, computational facilities at NagoleITS
- l) A Research Scientist/Engineer at COMPANY may be appointed a Co-project for project work guide as per the rules of the respective institute for a student Registered at NagoleITS. The student maybe encouraged to take up the project such that COMPANY desirably benefits from its outcomes.
- m) The students will carry out part of their project work at NagoleITS **and** COMPANY depending on the nature of the work as per rules of the respective institute depending on facilities and requirements.
- n) There will be no restriction on the contents of the thesis and on publication of results of the thesis, subject to the condition that no Intellectual Property Rights can be secured for any part of the work which will be decided with mutual consent.
- o) Both NagoleITS **and** COMPANY will be free to independently carry out follow-up research on the thesis work conducted under this scheme.
- p) If the outcome of a project related to product development, process technology and design etc. which involves matter of secrecy and concern with security of the State and the Country, the same will not be allowed for publication/printing in any form such as Electronically/verbal, etc. If the outcome of a project results into an intellectual property, for which rights can be secured, it will be decided on case to case basis. Similarly, sharing of expenditure in securing such rights and income accrued through royalty etc by the parties under the law will be decided on case to case basis after mutual consultation.
- q) Project supervisors from both the Institutes will be the corresponding authors in any publication resulting from the collaborative work. All the efforts put by the student/s as a part of this MoU will be accounted for by way of reporting the work in thesis and/or paper publication except the part for which IPR needs be claimed.
- r) Neither of the supervisors will publish the work carried out under this MoU without knowledge of the other.

s) In any of the activities mentioned above, wherever financial aspects are involved, amount, payment conditions, etc. would be spelt out clearly before starting the activity.

ARTICLE-III : SHARING OF FACILITIES

a) NagoleITS **and** COMPANY shall make provisions to share their respective important technical R&D facilities in order to promote academic and research interaction in the areas of cooperation.

b) NagoleITS **and** COMPANY shall permit the sharing software and other materials and components developed in-house in the areas of cooperation, if permissible within the rules governing the two institutions. However, responsibility for safety of software and other materials during the exchange will rest on respective Head of academic department/section.

c) NagoleITS **and** COMPANY shall provide access to the library facilities to scientists, members of faculty and students as per the prevailing rules and norms in the respective institutes.

ARTICLE-IV: CO-ORDINATION OF THE PROGRAMME INCLUDING FINANCIAL ARRANGEMENTS

a) The collaborative programme between NagoleITS **and** COMPANY shall be coordinated by a coordination committee appointed by Directors of both the Institutes.

b) Financial arrangements for each specific collaboration will be decided on a case-to-case basis and brought on record in each case after due approval from heads of both the Institutions.

ARTICLE-V : EFFECTIVE DATE AND DURATION OF MOU

a) This MoU shall be effective from the date of its approval by competent authorities at both ends.

b) During its tenancy, the MoU may be extended or terminated by a prior notice of not less than six months by either party. However, termination of the MoU will not in any manner affect the interests of the students/faculty/scientists who have been admitted to pursue a programme under the MoU.

c) Any clause or article of the MoU may be modified or amended by mutual agreement of **COMPANY and** NagoleITS.

ARTICLE-VI : IPR

Rights regarding publications, patents, royalty, ownership of software/design/product developed etc. under the scope of this MoU, shall be decided by the two parties by mutual consent.

ARTICLE-VII: CONFIDENTIALITY

During the tenure of the MoU both NagoleITS **and** COMPANY will maintain strict confidentiality and prevent disclosure of all the information and data exchanged under the scope of this MoU for any purpose other than in accordance with this MoU.

Both NagoleITS **and** COMPANY shall bind their respective personnel who come into possession or knowledge of any confidential information not to disclose the same to third



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Organisation

parties without written approval of the disclosing party or use such confidential information for any use other than intended under this agreement or PROJECTS.

Further both NagoleITS **and COMPANY** shall put in place adequate and reasonable measures to keep and store confidential information secure so as to prevent any unauthorized use.

NagoleITS **and COMPANY** shall mean any proprietary information, data or facts belonging to PARTIES collectively or severally, disclosed by the disclosing party under this agreement or any subsequent agreement, whether in writing, verbal or electronically, irrespective of the medium in which such information is stored, which is marked confidential or with any other words having similar meaning by the disclosing party, or specifically agreed to be kept confidential by the parties, or declared or identified so by the disclosing party before such disclosure or during the discussions. However confidential information shall not include any data or information which:

- (a) is or becomes publicly available through no fault of the receiving party,
- (b) is already in the rightful possession of the receiving party prior to its receipt of such data or information;
- (c) is independently developed by the receiving party without reference to the confidential information of the disclosing party
- (d) is rightfully obtained by the receiving party from a third party or is in the public domain
- (e) is disclosed with the written consent of the party whose information it is, or
- (f) is disclosed pursuant to court order or other legal compulsion, after providing prior notice to the disclosing party.

ARTICLE-VIII : AMENDMENTS

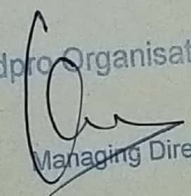
Any amendment and/or addenda to the AGREEMENT shall be in writing and signed by the PARTIES hereto and shall only after such execution be deemed to form part of the AGREEMENT and have the effect of modifying the AGREEMENT to the extent required by such amendment or addenda.

IN WITNESS WHEREOF PARTIES HERE TO HAVE ENTERED INTO THIS AGREEMENT EFFECTIVE AS ON THE DATE AND YEAR FIRST WRITTEN ABOVE.


PRINCIPAL

NAGOLE INSTITUTE
OF
TECHNOLOGY & SCIENCE

Date: 04-04-2018
Place: Hyderabad,

For Caddpro Organisation

Managing Director

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