भारतीय गैर न्यायिक

एक सौ रुपये Rs. 100

रु. 100 ONE HUNDRED RUPEES

सत्यमेव जयते

भारत INDIA

INDIA NON JUDICIAL

తెలంగాణ तेलंगाना TELANGANA

X 860707

S.No. 8296 Date 30/09/2019 Rs. 100/-

Sold to Raju

S/o, W/o, D/o Jagath Reddy

for whom Azad Engineering Pvt Ltd

Hyderabad

K. SRIKANTH
LICENCED STAMP VENDOR
LIC. No.: 16-21-021/2011
Ren. No.: 15-21-041/2017
H. No. 5-303, Suraram Colony,
Quthbullapur (M), Medchal-Malkajgiri Dt.
Phone No :9700530030

MEMORANDUM OF UNDERSTANDING
BETWEEN

CMR College of Engineering & Technology, an Educational Institution offering Engineering Programmes at UG,PG & Research under **MGR Educational Society** having registered under Registrar of Societies, Hyderabad With Registration Number 6352/2001 dated 19th September 2001 and having AICTE approval with Permanent ID-1-4879971 and EoA dated 25th April 2019 and permanently affiliated to JNTU Hyderabad with UGC Autonomous Status. Situated at Kandlakoya, Medchal Road, NH-44, Medchal District, Hyderabad – 501401

Azad Engineering Private Limited, a company registered under companies act, 1956, Incorporated in India with registration number 004132, whose registered office is at Plot No 90 C, IDA Jeedimetla, Hyderabad 500 055 India

PREAMBLE

Whereas, CMR College of engineering & technology, herein after referred as (CMRCET) at its various engineering and sciences departments is charged with responsibility of training technical and scientific manpower in various front-line areas of importance for the Nation

AZAD ENGINEERING PRIVATE LIMITED

AUG 2019

OFFICE OF THE
DISTRICT REGISTRAR
20 JUL 2019
MEDCHAL-MALKAJGIRI DIST

and is also contributing to the rapidly growing scientific and technological knowledge and professional excellence in Science & Technology by undertaking industrial & applied research and consultancy.

WHEREAS, Azad Engineering Private Limited is engaged in manufacturing of, turbine blade and aerospace components primarily. Research, design and development in the field of energy and aerospace and related fields.

WHEREAS, both CMRCET and Azad Engineering Private Limited, now

- Recognizing the importance of research and development in the areas of related to manufacturing of turbine blades and aerospace components, as well as imparting industrial training to the engineering/technology/sciences students, etc.

- Appreciating the need for creation of large reservoir of highly qualified manpower in all fields related to manufacturing of, turbine blade and aerospace components primarily
- 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, technology and sciences with special emphasis on training of student of CMRCET 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 CMRCET and Azad Engineering Private Limited hereby acknowledge, CMRCET and Azad Engineering Private Limited hereby agree to sign a memorandum of understanding (MOU).

ARTICLE-I: SCOPE OF THE MOU

This MOU details the modalities and general conditions regarding collaboration between CMRCET and Azad Engineering Private Limited for enhancing, within the country, the availability of highly qualified manpower in the areas of engineering, technology and sciences with special emphasis on training of student of CMRCET without any prejudice to prevailing rules and regulations in CMRCET and Azad Engineering Private Limited 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 CMRCET and Azad Engineering Private Limited. The areas of cooperation can be extended through mutual consent.

ARTICLE-II: SCOPE AND TERMS OF INTERACTIONS

Both CMRCET and Azad Engineering Private Limited shall encourage interactions between the Engineers, Scientists, Research fellows, 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) Practical training of CMRCET students at Azad Engineering Private Limited;

AZAD ENGINEERING PRIVATE LIMITED

c) Joint guidance of student projects/thesis in and other areas of related to manufacturing of turbine blades and aerospace components national interest at CMRCET by Azad Engineering Private Limited on mutually agreeable terms.

d) Azad Engineering Private Limited would accommodate B.Tech. Students who have completed the 6th semester of their programme in such a number that Azad Engineering Private Limited deems convenient to it for the purpose of imparting industrial training.

e) Azad Engineering Private Limited may depute its personnel as visiting faculty at CMRCET to teach any of the regular Course or specialized topics.

f) Azad Engineering Private Limited may seek assistance/guidance of CMRCET faculty member/s in product/process modification, modernization, trouble shooting, etc.

g) Would allow the industrial visits of students for half/full day to provide them with an exposure to various equipment, instrument, etc.

h) Azad Engineering Private Limited may showcase its business activities at the seminar/workshop/conference, etc. at CMRCET.

i) 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.

j) Both CMRCET and Azad Engineering Private Limited will be free to independently carry out follow-up research on the thesis work conducted under this scheme.

k) 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.

l) Research 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.

m) Neither of the supervisors will publish the work carried out under this MoU without knowledge of the other.

n) 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) CMRCET and Azad Engineering Private Limited shall make provisions to share their respective important R&D facilities in order to promote academic and research interaction in the areas of cooperation.

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

a) The collaborative programme between CMRCET and Azad Engineering Private Limited 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) The duration of the MOU shall be for a period of 5 years from the effective date.

c) 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.

d) Any clause or article of the MOU may be modified or amended by mutual agreement of Azad Engineering Private Limited and CMRCET.

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 CMRCET and Azad Engineering Private Limited 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 CMRCET and Azad Engineering Private Limited shall bind their respective personnel who come into possession or knowledge of any confidential information not to disclose the same to third 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 CMRCET and Azad Engineering Private Limited shall put in place adequate and reasonable measures to keep and store confidential information secure so as to prevent any unauthorized use.
CONFIDENTIAL INFORMATION 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.

ARTICLE-IX: RESOLUTION OF DISPUTES

a) This agreement shall take effect and be construed in accordance with the Laws of India and be subject to the jurisdiction of the courts at Hyderabad.
b) The dispute or difference whatsoever arises between PARTIES in relation to or in connection with this AGREEMENMT both the parties shall first try to resolve the dispute/difference amicably between themselves, failing which the matter shall be

referred to and settled through arbitration. The arbitration proceedings shall be held in accordance with the provision of Indian Arbitration and Reconciliation ACT, 1996. The venue of arbitration shall be Hyderabad and Language of arbitration shall be English.

ARTICLE-X: MISCELLANEOUS

a) The headings and sub-headings are inserted for convenience only and shall not affect the construction of this Agreement.

b) Both CMRCET and Azad Engineering Private Limited shall not, during the term of this Agreement directly or indirectly, solicit or offer employment or engagement to any of the personnel of other party without the prior consent in writing of that other party.

c) No failure to exercise and no delay in exercising, on the part of a Party, and right, remedy, power or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege. The rights, remedies, power and privileges herein provided are cumulative and not exclusive of any right, remedies, powers and privileges provided by law.

e) After this Agreement has been signed, all preceding understandings/negotiations and correspondence pertaining to it shall become null and void.

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

For AZAD ENGINEERING PVT. LTD.
03.01.2020
Company Secretary

Title: Company Secretary
Azad Engineering Private Limited
Witness
1
2 (AVSESHAGIRI RAO)

Date:

03/01/2020

Name: Dr. V.A.Narayana
Title: Principal
CMR College of engineering & technology
Witness
1 (Dr. B. Srinivas-Varma)
2 (Dr. B. Lokeswara Rao)

Date: 03/01/2020