



## MEMORANDUM OF UNDERSTANDING

The Memorandum of Understanding (herein after called as the 'MOU') is entered into August 2023.

### **PREAMBLE**

Whereas, **Department of Electrical & Electronics Engineering, Adichunchanagiri Institute of Technology, Chikkamagaluru, (now onwards referred as PARTY 1)**, at its various engineering and sciences departments is charged with responsibility of imparting education, 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 & applied research and consultancy.

WHEREAS, **Abeyaantrix Softlab OPC Pvt. Ltd., Davanagere (now onwards referred as PARTY 2)** is engaged in the field of Engineering and related fields.

WHEREAS, both **PARTY 1** and **PARTY 2**, now

- Recognizing the importance of research and development in the areas of Engineering, 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 **Electrical & Electronics 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, technology and sciences with special emphasis on Engineering 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 PARTY 1 and PARTY 2 hereby acknowledge, and agree to sign a memorandum of understanding (MOU).

**Abeyaantrix Softlab (OPC) Pvt. Ltd.**  
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## **ARTICLE-I: SCOPE OF THE MOU**

This MOU details the modalities and general conditions regarding collaboration between PARTY 1 and PARTY 2 for enhancing, within the country, the availability of highly qualified manpower in the areas of respective fields of expertise without any prejudice to prevailing rules and regulations in PARTY 1 and PARTY 2 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 PARTY 1 and PARTY 2. The areas of cooperation can be extended through mutual consent.

## **ARTICLE-II: SCOPE AND TERMS OF INTERACTIONS**

Both PARTY 1 and PARTY 2 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) Organization of joint conferences and seminars;
- c) Practical/ Internship training of PARTY 1 students and staff, at PARTY 2;
- d) Joint guidance of student projects/thesis in Engineering and other areas of national interest at PARTY 1 by PARTY 2 on mutually agreeable terms.
- e) PARTY 2 would accommodate B.E. students who have completed the 6th semester of their programme in such a number that PARTY 2 deems convenient to it for the purpose of imparting internship/ industrial training.
- f) PARTY 2 may depute its personnel as visiting faculty at PARTY 1 to teach any of the regular Course or specialized topics.
- g) PARTY 2 personnel, as well as research scholars, may also be allowed to enroll for their undergraduate courses at PARTY 1, subject to availability of seats, research facilities and subject to their fulfilling eligibility criteria and all other academic regulations of PARTY 1. Further, PARTY 2 may request to design and teach a Course or Courses, which it deems, fit to enhance quality and performance of its employees. Such Courses maybe run at any mutually convenient premises.

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- h) PARTY 2 may seek assistance/guidance of PARTY 1 faculty member/s in product/process modification, modernization, trouble shooting, etc.
- i) PARTY 2 Would allow the industrial visits of students for half/full day to provide them with an exposure to various equipment, instrument, etc.
- j) PARTY 2 may showcase its business activities at the seminar/workshop/conference, etc. at PARTY 1.
- k) PARTY 2 may avail library, Internet, computational facilities at PARTY 1.
- l) The students will carry out part of their B.E. project at PARTY 1 and PARTY 2 depending on the nature of the work as per rules of the respective institute depending on facilities and requirements.
- m) 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 (IPR) can be secured for any part of the work, which will be decided with mutual consent.
- n) Both PARTY 1 and PARTY 2 will be free to independently carry out follow-up research on the thesis work conducted under this scheme.
- o) 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.
- p) Research supervisors from both PARTY 1 and PARTY 2, 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.
- q) Neither of the supervisors will publish the work carried out under this MoU without knowledge of the other.

- r) 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) PARTY 1 and PARTY 2 shall make provisions to share their respective R&D facilities in order to promote academic and research interaction in the areas of cooperation.
- b) PARTY 1 and PARTY 2 shall permit the sharing software and other materials and components developed in-house in the areas of cooperation, if permissible within the rules governing of both PARTY 1 and PARTY 2.
- c) PARTY 1 and PARTY 2 shall provide access to the library facilities to engineers, scientists, members of faculty and students as per the prevailing rules and norms.

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

- a) The collaborative programme between PARTY 1 and PARTY 2 shall be coordinated by a coordination committee appointed by Authorized Persons of both PARTY 1 and PARTY 2.
- 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 Authorized Persons of both PARTY 1 and PARTY 2.

### **ARTICLE-V : EFFECTIVE DATE AND DURATION OF MOU**

- a) This MOU shall be effective from the date of signing of both PARTY 1 and PARTY 2 by competent authorities at both ends.
- b) The duration of the MOU shall be for a period of **05 years** from the effective date.
- c) During its tenancy, the MOU may be extended or terminated by a prior notice of not less than three 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.

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- d) Any clause or article of the MOU may be modified or amended by mutual agreement of PARTY 1 and PARTY 2.

#### **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 both parties by mutual consent.

#### **ARTICLE-VII: CONFIDENTIALITY**

During the tenure of the MOU both PARTY 1 and PARTY 2 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 PARTY 1 and PARTY 2 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 PARTY 1 and PARTY 2 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.



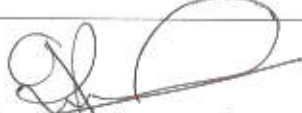
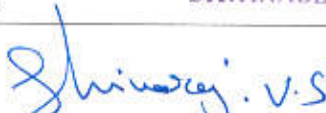


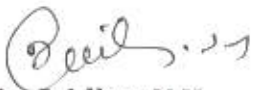
However, confidential information shall not include any data or information which:

- 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

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- 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.

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

<b>Adichunchanagiri Institute of Technology, Chikkamagaluru.</b>	<b>ABEYAANTRIX SOFTLAB OPC PVT LTD. DAVANAGERE.</b>
By signing this MOU, I also confirm that, I am authorized to sign on behalf of, <b>Adichunchanagiri Institute of Technology,Chikkamagaluru</b>   Signature with Date	By signing this MOU, I also confirm that, I am authorized to sign on behalf of, <b>Abeyaantrix Softlab OPC Pvt. Ltd., Davanagere</b>   Signature with Date
<b>Dr. C T Jayadeva</b> Principal	<b>Mr. Virupakshappa H.S.</b> Director
<b>Abeyaantrix Softlab (OPC) Pvt. Ltd.</b> # 1659/5, 2nd Floor, NN Complex, Beside Coffe Day, Vidyanagar 1st Bus Stop DAVANAGERE - 577005, Ph: 9972140390	
<b>Witness</b>	
 <b>Dr. G. R. Veerendra</b> HOD, Department of EEE.	 <b>Mr. Shivaraj V.S.</b> Product Application Manager
 <b>Mr. Vasanthakumar T M</b> Assistant Professor	 <b>Mr. Rakesh K B</b> Trainer/ Software Engineer
 <b>Mr. Sridhar N H</b> Assistant Professor	<b>Abeyaantrix Softlab (OPC) Pvt. Ltd.</b> # 1659/5, 2nd Floor, NN Complex, Beside Coffe Day, Vidyanagar 1st Bus Stop DAVANAGERE - 577005, Ph: 9972140390