

MEMORANDUM OF UNDERSTANDING

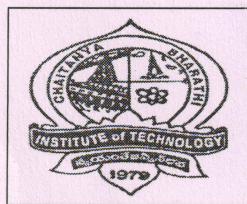
BETWEEN

**CHAITANYA BHARATHI INSTITUTE OF
TECHNOLOGY, HYDERABAD**

AND

**EESAVYASA TECHNOLOGIES PRIVATE
LIMITED, HYDERABAD**

FOR INTRENSHIPS AND PLACEMENTS



PREAMBLE

Whereas, Chaitanya Bharati Institute of Technology (CBIT) at its various engineering departments is 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 and technological knowledge and professional excellence in Technology by undertaking industrial & applied research and consultancy.

WHEREAS, EESAVYASA TECHNOLOGIES PVT LTD is engaged in design develop and manufacturing of Agriculture, Aquaculture, Water Treatment and Industrial power control Technologies.

WHEREAS, both CBIT and EESAVYASA, now

- Recognizing the importance of Research & Development in the areas of imparting industrial training to the engineering/technology/science.
- Appreciating the need for creation of large reservoir of highly qualified manpower in all fields related to Agriculture, Aquaculture, Water Treatment and Industrial power control Technologies.
- 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 Agriculture, Aquaculture, Water Treatment and Industrial Power technologies.

NOW, THEREFORE, in consideration of the mutual promises made herein and of good and valuable consideration, the receipt and sufficiency of which both CBIT and EESAVYASA hereby acknowledge, CBIT and EESAVYASA 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 CBIT and EESAVYASA for enhancing, within the country, the availability of highly qualified manpower in the areas of Agriculture, Aquaculture, Water Treatment and Industrial Power technologies without any prejudice to prevailing rules and regulations in CBIT and EESAVYASA 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 CBIT and EESAVYASA. The areas of cooperation can be extended through mutual consent.

ARTICLE – II : SCOPE AND TERMS OF INTERACTIONS

Both EESAVYASA and CBIT shall encourage interactions between the Students & Staff and Engineers, of both the organizations through the following arrangements:

- a) Practical training of CBIT students at EESAVYASA in the form of One-full Semester Internship at EESAVYASA;
- b) Joint guidance of student projects/thesis in the areas of Agriculture, Aquaculture water treatment and related Technologies and other areas of national interest at CBIT by EESAVYASA on mutually agreeable terms.
- c) EESAVYASA may depute its personnel as visiting faculty at CBIT to supplement the teaching of any of the regular Course or specialized topics. Further, CBIT may request EESAVYASA to design and teach a Course or Courses which it deems fit to enhance quality and performance of its Students. Such Courses maybe run at any mutually convenient premises.
- d) EESAVYASA may request CBIT 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.
- e) EESAVYASA personnel, as well as research scholars, may also be allowed to enroll for their M.Tech. at CBIT, subject to availability of seats, research facilities and subject to their fulfilling eligibility criteria and all other academic regulations of CBIT.
- f) EESAVYASA may seek assistance/guidance of CBIT Dean R&D, Internships 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) EESAVYASA may showcase its business activities at the Seminar/Workshop/Conference, etc. at CBIT that will be conducted time-to-time.
- i) EESAVYASA may avail library, Internet, computational facilities at CBIT.
- j) The students will carry out part of their M.Tech./B.Tech. project at CBIT and EESAVYASA depending on the nature of the work as per rules of the respective institute depending on facilities and requirements.
- k) 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.
- l) Both EESAVYASA and CBIT will be free to independently carry out follow-up research on the thesis work conducted under this scheme.
- m) 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.

ARTICLE-III : SHARING OF FACILITIES

- a) EESAVYASA shall extend its facilities for CBIT students towards the smooth conduct of Internships and Projects.
- b) CBIT and EESAVYASA make provisions to share their respective important R&D facilities in order to promote academic and research interaction in the areas of cooperation.
- c) CBIT and EESAVYASA permits 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.
- d) CBIT and EESAVYASA provide access to the library facilities to, 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 program between CBIT and EESAVYASA coordinate by a coordination committee appointed by local head of both the Institutions.
- 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.
- c) Any Financial transactions will be made in the name of EESAVYASA TECHNOLOGIES PVT. LTD. and CBIT(A), Hyderabad

ARTICLE-V : EFFECTIVE DATE AND DURATION OF MoU

- a) This MoU will be effective from the date of its signing by competent authorities at both ends as mentioned in the last page of this MoU.
- b) The duration of the MoU will 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 who have been admitted to pursue a Training/Project under the MoU.
- d) Any clause or article of the MoU may be modified or amended by mutual agreement of EESAVYASA and CBIT.

ARTICLE - VI : IPR

Rights regarding publications, patents, royalty, ownership of software/design/product developed etc. under the scope of this MoU, should be decided by EESAVYASA and CBIT by mutual agreement.

ARTICLE – VII : CONFIDENTIALITY

During the tenure of the MoU both CBIT and EESAVYASA 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 CBIT and EESAVYASA 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 CBIT and EESAVYASA should put in place adequate and reasonable measures to keep and store confidential information secure 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 should 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 should be in writing and signed by the PARTIES hereto and shall only after such execution be deemed to form part of the MoU and have the effect of modifying the MoU to the extent required by such amendment or addenda.

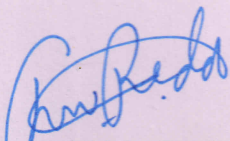
ARTICLE – IX : RESOLUTION OF DISPUTES

- a) This MoU 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 MoU both the parties should first try to resolve the dispute/difference amicably between them, failing which the matter can be referred to and settled through arbitration.

ARTICLE – X : MISCELLANEOUS

- a) The headings and sub-headings are inserted for convenience only and should not affect the construction of this MoU.
- b) After this MoU has been signed, all preceding understandings/negotiations and correspondence pertaining to it will become null and void.

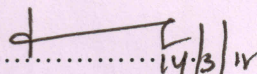
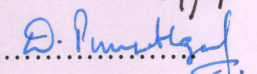
IN WITNESS WHEREOF PARTIES HERE TO HAVE ENTERED INTO THIS
AGREEMENT EFFECTIVE AS ON THE DAY AND YEAR FIRST WRITTEN
ABOVE



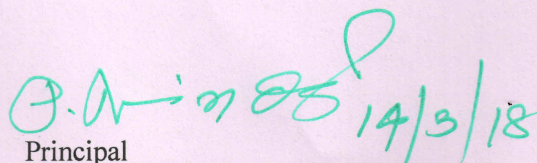
Vice President -Product Development
EESAVYASA TECHNOLOGIES PVT..
LTD, HYDERABAD



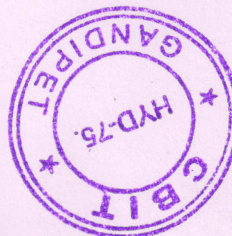
WITNESS

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2. 

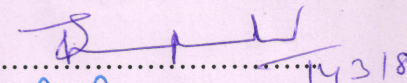

DATE:



Principal
CHAITANYA BHARATHI INSTITUTE
OF TECHNOLOGY, HYDERABAD



WITNESS

1.  14/3/18
2. 

DATE: