



MEMORANDUM OF UNDERSTANDING

BETWEEN

SAPTHAGIRI COLLEGE OF ENGINEERING, Bengaluru
(A Constituent College of VTU, Belagavi)

AND

ACRANTON TECHNOLOGIES PVT. LTD., Bengaluru

This agreement made and entered into on this February, of 2019 between SAPTHAGIRI COLLEGE OF ENGINEERING, Bengaluru, Karnataka, an Institute approved by AICTE, New Delhi and a Constituent College of Visvesvaraya Technological University, Belagavi, with the Company ACRANTON TECHNOLOGIES PVT. LTD. with its office at, Opp Gangadharaiah Kalyana mantappa, Chikkabanavara main road, Kereguddadahalli Bengaluru-560090.

1. OBJECTIVES OF THE MOU

The objective of this Memorandum of Understanding is:

- a. To promote and initiate interaction between SCE and ACRANTON TECHNOLOGIES PVT. LTD. in mutually beneficial areas.

2. PROPOSED MODES OF COLLABORATION

SCE and ACRANTON TECHNOLOGIES PVT. LTD. propose to collaborate through

- a. Develop projects in collaboration with SCE incubation centre.
- b. Sponsoring student projects / Internships in Four Years of BE.
- c. Sponsoring R&D projects, which may be carried out wholly at SCE or at premises of ACRANTON TECHNOLOGIES PVT. LTD. or partly at SCE and partly at ACRANTON TECHNOLOGIES PVT. LTD.
- d. Any other appropriate mode of interaction agreed upon between SCE and ACRANTON TECHNOLOGIES PVT. LTD.

Each of the above modes of interaction will be initiated by entering into a separate agreement between the two parties.

3. FORMS OF RESEARCH AND DEVELOPMENT PROGRAMS

The form of any of the said Research and Development Program (hereinafter referred to as "Research Program") will be subject to a separate Research Agreement entered into by the Parties but may also include the following:

- a. In their own existing facilities - The performance of research individually by each Party or concurrently by both Parties in mixed groups at their own facilities with regular exchanges of results.

Sapthagiri College of Engineering
Chikkasandra, Hesaraghatta Road,
Bangalore-560 057



- b. **In a separate Research and Development Facility** - The performance of research by the technical personnel of both Parties working together in the facilities of one Party or in mixed groups at the facilities supported/ sponsored by either Party.
- c. **Third parties** - The performance of research by the Parties together with one or more third parties.

4. TECHNICAL AREAS OF COLLABORATION

The principal technical areas of collaboration between SCE and ACRANTON TECHNOLOGIES PVT. LTD. will be as set out in Annexure A.

5. AGREEMENTS FOR RESEARCH COLLABORATION

Each research collaboration undertaken by the parties hereunder shall be initiated by the signing of a separate research agreement between the parties, which will describe in detail:

- a. The nature, scope and schedule of the research collaboration.
- b. The form of the research collaboration.
- c. The estimated cost of the research collaboration together with the amount of funding, if any, to be received from third parties.
- d. The treatment of intellectual property and data rights, including patents, industrial design registration, copyrights and all other proprietary information (including innovations not patented, designs not registered etc.) which result from the research collaboration or which belong to a party and are used in research collaboration.
- e. Other provisions as may be mutually agreed upon, including provisions covering the consequences of default or termination by a participant, term, arbitration of disputes and applicable law.

6. CONFIDENTIALITY

- a. During and for a period of three years from the date of disclosure, each party agrees to consider as confidential all information disclosed by the other party in written or tangible form or, if orally disclosed confirmed in writing within thirty days of disclosure and identified as confidential by the disclosing party.
- b. The obligations above shall not extend to any confidential information for which the receiving party can prove that this information:

[Signature]
Principal
Sapthagiri College of Engineering
Chikkasandra, Hesaraghatta Road,
Bangalore-560 057



- Is in the public domain at the time of disclosure or comes within the public domain without fault of the receiving party.
- Is already known or become known to the receiving party
- Is received from a third party having no obligations of confidentiality to the disclosing party,
- Is independently developed by the receiving party; or
- Is required to be disclosed by law or court order.

7. NON-EXCLUSIVITY

The relationship of the parties under this MOU shall be nonexclusive and both parties, including their affiliates, subsidiaries and divisions, are free to pursue other agreements or collaborations of any kind. However, when entering into a particular research agreement, the participants may agree to limit each party's right to collaborate with others on that subject.

8. TERMS AND TERMINATION

This MOU, unless extended by mutual written agreement of the parties, shall expire - **THREE** years after the effective date specified in the opening paragraph. This MOU may be amended or terminated earlier by mutual written agreement of the parties at any time. Either party shall have the right to unilaterally terminate this MOU upon 60 days prior written notice to the other party. However, no such early termination of this MOU, whether mutual or unilateral, shall affect the obligations of the participants under any Research Agreement, Confidentiality clause as referenced in clause 6 above, or any other agreement entered in pursuant to this MOU, which obligations shall survive any such termination.


Principal
Sapthagiri College of Engineering
Chikkasandra, Hesaraghatta Road,
Bangalore-560 057



9. RELATIONSHIP

Nothing in this MOU shall be construed to make party a partner, an agent or legal representative of the other for any purpose.

10. ASSIGNMENT

It is understood by the Parties herein this MOU is based on the professional competence and expertise of each party and hence neither Party shall transfer or assign this Agreement, or rights or obligations arising hereunder, either wholly or in part, to any third party.

11. COSTS OF THE MOU

Each Party shall bear the respective costs of carrying out the obligations under this MOU.

12. SIGNED IN DUPLICATE

This MOU is executed in duplicate with each copy being an official version of the Agreement and having equal legal validity.

BY SIGNING BELOW, the parties, acting by their duly authorized officers, have caused this Memorandum of Understanding to be executed, effective as of the day and year first above written.

On behalf of

On behalf of

SCE, Bangalore

COMPANY

By

By

Name :

Name : Mamatha T S

Title : Principal, SCE, Bengaluru
Principal

Title : IT Manager

Date : 11/02/2019
Sapthagiri College of Engineering
Chikkasandra, Hesaraghatta Road,
Bangalore- 560 057

Date : 11/02/2019

Witness: Bangalore- 560 057

Witness:

1. Gayathri R Gayathri R

1. Chandana [Chandana L.S.]

2. Raichandun Raichandun

2. Rakshitha [RAKSHITHA K.S.]

Principal
Sapthagiri College of Engineering
Chikkasandra, Hesaraghatta Road,
Bangalore-560 057






Annexure A: Technical Areas of Collaboration - Enclosed

Annexure A: Technical Areas of Collaboration

1. Conducting short-term and long-term training programs for students of UG and PG
2. Conduction of Internship / Professional Practice for students of UG and PG completely at SCE or at premises of ACRANTON TECHNOLOGIES PVT. LTD. or partly at SCE and partly at ACRANTON TECHNOLOGIES PVT. LTD.
3. Conducting the Faculty Development Program (FDP) / Short Term Training Programs (STTPs) for Faculty at premises of SCE.
4. Conduction of workshops/seminars/technical talks for students.
5. Technical Assistance for UG and PG students' projects.
6. Submission R&D project proposals jointly to the sponsoring agencies and execution of the same.
7. Mutual exchange of expertise for the collaborative projects and consultancy works.


Principal
Sapthagiri College of Engineering
Chikkasandra, Hesaraghatta Road,
Bangalore-560 057