

## **Memorandum of Understanding (MOU)**

**Between**



**Sapthagiri College of Engineering  
Bangalore, KA – India**

**and**



**Gradpro Technologies Pvt. Ltd.  
Bangalore, KA – India**

**Memorandum of Understanding (MOU)**

This Memorandum of Understanding (hereafter referred to as the “MOU”) is made at Bangalore, on this 20<sup>th</sup> day of June 2019.

BY and BETWEEN

**Sapthagiri college of Engineering, Party of the one Part**

**And**

**Gradpro Technologies Pvt. Ltd. Bangalore Party of the second part**

AND WHEREAS

- Sapthagiri College of engineering, founded in the year 2001, is managed by, the Srinivasa Educational and Charitable Trust, Bangalore. Karnataka.
- The institution is recognized by AICTE and affiliated to Visvesvaraya Technological University, Belagavi.
- The institution **mission is to provide quality education to the students to pursue courses in different engineering disciplines and transform their professional dreams into reality and offer competent budding professionals to the society.**

AND WHEREAS Sapthagiri College of Engineering and the said company have offered to collaborate with each other for the purpose of making the students industry ready and to reduce the gap between industry and academia.

AND WHEREAS Sapthagiri College of Engineering and the said company have in principle accepted the terms and conditions mutually agreed upon by and between them.

AND WHEREAS Gradpro Technologies Pvt. Ltd., Bangalore is aiming to foster entrepreneurial spirit among students, faculty members by creating technology based products and services.

AND WHEREAS the parties here to are desirous of recording the said terms and conditions in the manner hereinafter appearing:

NOW THIS MEMORANDUM OF UNDERSTANDING **WITNESSES** AND IS HEREBY AGREED BY  
AND BETWEEN THE PARTIES HERE TO AS UNDER:-

**Permission:**

Sapthagiri College of Engineering and the said company shall establish collaborations for the purpose:

- a) To incubate novel technology and business ideas into viable commercial products or services.
- b) To design and implement various collaborative programs with a view to create synergy by linking Incubatees/Startups of Academic Institution to provide mentoring and handholding support for building strong creativity and innovation framework.
- c) To provide incubation support for promising start-ups registered by students. Start-ups will be entitled for the benefits as per the prevailing norms of Start-up India program, Govt of India.
- d) To encourage and promote Startup Policy and its program related to student innovation, incubation and startup in various public forums, alumni network, and other related associations wherever possible.
- e) To provide access to incubation labs, courses, e-learning contents, workshops, events and ensure industry interaction for students.
- f) To carry out project works & internships to promote overall development of students and make them industry ready.

**Conduct of various programs, events etc**

- a) The said courses / programs / events called by any name shall be conducted by Sapthagiri College of Engineering and the said company in collaboration and shall be overseen by a standing committee consisting of two representatives each of Sapthagiri College of Engineering and said company.
- b) The venue of the said courses, programs, events called by any name shall be decided and conducted by mutual understanding of both the parties.
- c) The content and delivery of the course / program shall be designed by mutual understanding by both the parties.

**Goodwill:**

The said company and Sapthagiri College of Engineering both shall Endeavour to maintain, promote and improve the goodwill and image of both the organizations.

**Tenure:**

This Memorandum of Understanding shall continue to be in operation for a period of three years commencing from the date of signing this MOU. Upon the expiry of this Memorandum of Understanding and / or six months prior thereto, both parties are entitled to the renewal of the Memorandum of Understanding for a future period of three years by issuing a written notice to the other to that effect. Upon the extension notice being issued to either party and upon acceptance thereof, this Memorandum of Understanding may be continued beyond the period of three years on the terms and conditions as may be mutually agreed upon between the said company and Sapthagiri College of Engineering.



**Termination**

1. If there is a breach of any of the conditions by either party then Memorandum of Understanding may be terminated with one month notice by either party without affecting the students 'or participants' larger interest.
2. The memorandum of understanding may be terminated with three months notice by either side or by mutual consent.

**On Termination:**

On termination of this Memorandum of Understanding:

- a) No joint, collaborative programmes, called by any name shall be undertaken by either of the institutes thereafter.
- b) Neither Sapthagiri College of Engineering nor the said company shall be responsible for any loss or damage which may be caused because of destruction of any materials, cancellation of any programmes or in any other manner or on account of termination of the Memorandum of Understanding.
- c) Parties hereto agree to settle outstanding dues if any.
- d) Neither Sapthagiri College of Engineering nor the said company shall have any right or title or interest in the name and goodwill of the other party.
- e) None of the parties shall, after termination of the Memorandum of Understanding claim, advertise or suggest any association with another party.
- f) Legitimate interests of students, participants will be protected, within one year of discontinuation of Memorandum of Understanding as applicable.

**Third party Agencies:**

This Memorandum of Understanding shall not create any mutual agency between the parties to this Memorandum of Understanding. Neither party shall be authorized to make any commitment to any third party with respect to this Memorandum of Understanding.

**Force Majeure:**

Neither party to the Memorandum of Understanding shall be liable to the other party for any delay or failure on its part to performing any of its obligations under this Memorandum of Understanding resulting from any cause beyond its reasonable control, including, but not limited to strikes, riots, civil commotion or other concerned action of workmen, material, shortage, fire, flood, explosions, acts of God, acts of state, war, enemy action or terrorist action.

**Force Majeure:**

Neither party to the Memorandum of Understanding shall be liable to the other party for any delay or failure on its part to performing any of its obligations under this Memorandum of Understanding resulting from any cause beyond its reasonable control, including, but not limited to strikes, riots, civil commotion or other concerned action of workmen, material, shortage, fire, flood, explosions, acts of God, acts of state, war, enemy action or terrorist action.

IN WITNESS WHEREOF the parties hereto have hereunto set and subscribed their respective hands and seals to this writing on the day and year first herein above written.


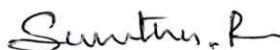
Signed, Solved and Delivered on behalf of the above named

**Gradpro Technologies Pvt. Ltd., Bangalore**

by its Director, **Mr. Narahari G A**

  
For Gradpro Technologies  
Pvt. Ltd.

In the presence of the Witnesses:

1. Name of the Witness **Ranjan J**  
Signature of Witness 
2. Name of the Witness **Sunitha R**  
Signature of Witness 


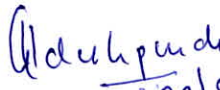
Signed, Solved and Delivered on behalf of the above named

**Sapthagiri College of Engineering, Bangalore,**

By its Principal,

  
Principal  
Sapthagiri College of Engineering  
24/5, Chikkasandra, Hosareghatta Main Road  
Bengaluru - 560 057

In the presence of the Witnesses:

1. Name of the Witness **Dr. P. Mahadevaswamy.**  
Signature of Witness 
2. Name of the Witness **Dr. R. G. DESHPANDE**  
Signature of Witness   
20/06/2019