

**MEMORANDUM OF UNDERSTANDING
(MOU)**

between

**Institute of Engineering & Technology,
Devi Ahilya Vishwavidyalaya**

and

**Sciencetech Technologies Private
Limited**

SM
22-01-19



MEMORANDUM OF UNDERSTANDING (MOU)

BETWEEN

IET DAVV , Indore

and

Scientech Technologies Private Limited

This Memorandum of Understanding is executed in IET DAVV, Indore on the 22nd day of January 2019 between:

IET DAVV, Indore, having its principal address at Khandwa Road Indore, herein after referred to as IET DAVV, Indore, which has exemplary innovative record in academics

AND

Scientech Technologies Private Limited, having its principal address at 94, Electronic Complex, Pardesipura, Indore, herein after referred to as Scientech, a company providing practical engineering solutions to the budding engineers.

WHEREAS:

- (i) IET DAVV , Indore , nurtures scientific manpower in the niche areas of Engineering and Technology and takes up industrial challenges and consultancy with profounding research architects thereby contributing to our futuristic Nation.
- (ii) Scientech Technologies Private Limited is affianced in exploring different avenues of electronics, communication, instrumentation and IoT for building innovative solutions.

IET DAVV , Indore and Scientech are hereinafter individually referred to as 'Party' and jointly referred to as 'Parties'.

In pursuance of the aforesaid, both, IET DAVV , Indore and Scientech Technologies, hereto wish to record under this MoU, the terms of their mutual understanding in order to establish a framework for initiating innovative solutions and research in the areas of Communication Engineering and IoT focusing towards:

- Research and Development in the areas of Communication Engineering and IoT.
- Exposing the students to the emerging technologies by imparting industrial training to the budding engineers.

- Appreciating and creating a large reservoir of highly qualified manpower in the functional areas of electronics, communication, instrumentation and IoT
- Clubbing their efforts by pooling their expertise and resources.

INTEND to form a nucleus for promoting excellent quality manpower in the fields of Engineering and Technology with special emphasis on electronics, analog and digital communication, instrumentation and IoT.

This MoU sets out the framework within which both IET DAVV , Indore and Scientech will jointly consent and work together to explore on the scope of potential activities for mutual benefit. This MoU is for discussion purposes only and does not constitute an offer worthy of acceptance. The proposed transactions contemplated hereunder in this MoU will be incorporated based on the mutually agreeable terms and conditions cited.

NOW, THEREFORE, in consideration of the mutual promises made herein and of good and valuable consideration, the receipt and sufficiency of which both IET DAVV , Indore and Scientech hereby jointly acknowledge to sign this Memorandum of Understanding (MoU).

ARTICLE-1: SCOPE OF THE MoU:

This MoU details with the modalities and general conditions regarding proposed collaboration between IET DAVV , Indore and Scientech for enhancing within the country, the availability of research and application oriented manpower in the areas of ELECTRONICS, ANALOG AND DIGITAL COMMUNICATION, INSTRUMENTATION AND IOT without any prejudice to the prevailing rules and regulations in IET DAVV , Indore and Scientech without any disregard between both parties signing this MoU. The areas of co-operation can be extended through mutual consent.

ARTICLE- II: SCOPE OF THE TERMS OF INTERACTIONS:

Both IET DAVV , Indore and Scientech shall encourage interaction between the engineers, scientists, research fellows, faculty members and students of both the organizations through the following arrangements in which the terms may be negotiated and executed between the parties in writing from time to time:

- Exchange of personnel through deputation or any other arrangement as per the rules of the respective institute and organizations for limited period as mutually agreed upon.
- Organization of joint Conferences, Faculty Development Programs and Seminars. University will provide the space, electrical amenities as per IET DAVV , Indore norms for conducting such programs.

- c) Practical training for IET DAVV , Indore students at Scientech subject to the rules and policies of Scientech through internships and in case of such training the students would sign up relevant forms provided by Scientech.
- d) Joint guidance of student projects/thesis in the related and specialized areas of electronics, analog and digital communication, instrumentation and IoT of national interest at IET DAVV , Indore by Scientech on mutually agreeable terms.
- e) Scientech would endeavour to accommodate B.Tech / M.Tech students who will be available for a minimum period of 3 months and a maximum of 10 months internships in such a number that Scientech deems convenient to it for the purpose of imparting industrial training subject to the rules and policies of Scientech in respect of such internships and such students agreeing and signing relevant forms provided by Scientech. Students would make their own arrangements for lodging and Transportation.
- f) Scientech may depute its personnel as visiting faculty at IET DAVV , Indore to teach any of the regular course or specialized topics subject to the terms of IET DAVV , Indore
- g) Scientech personnel, as well as research scholars, may also be allowed to enroll for their Ph.D/M.Tech (Research) at IET DAVV , Indore , subject to availability of seats, research facilities and subject to their fulfilling eligibility criteria and all other academic regulations of IET DAVV , Indore . Further, Scientech may request to design and teach a course or courses which it deems fit to enhance quality and performance of its employees. Such courses may be run at any mutually convenient premises.
- h) Scientech may seek assistance/guidance from IET DAVV , Indore faculty member/s in product/process modification, modernization, trouble shooting subject to mutually agreeable terms.
- i) Scientech would permit IET DAVV , Indore students and faculty members to visit their industrial premises for half/full day which would facilitate them to have an exposure to the trendy equipment, instrument subject to such students complying with Scientech policies regarding access to Scientech premises and information.
- j) Scientech may showcase its business activities at the seminar/workshop/conference /FDP on marginalized bounds with minimum honorarium as per University norms to facilitate such programs at IET DAVV , Indore .
- k) IET DAVV , Indore would organize one or two workshops/FDP/Seminar/Conference for one day/two days/Multi-Day in National /International Level. IET DAVV , Indore would provide the infrastructure facility and Scientech would extend free hands on training sessions and training services and provide certificates for the participants.
- l) Scientech may avail library, Internet, computational facilities at IET DAVV , Indore Campus.
- m) Postgraduate students will be allotted a research supervisor from IET DAVV , Indore Campus. A research scientist / engineer at Scientech may be appointed as a co-research guide as per the rules of the respective institute and organization for a student registered for Ph.D/M.Tech (regular or research) degree at IET DAVV , Indore . The student may

be encouraged to take up the project such that Scientech desirably benefits from its outcomes.

- n) The students will carry out part of their Ph.D research work or M.Tech/B.Tech project at IET DAVV , Indore Campus and Scientech depending on the nature of the work as per the rules of the respective institute and organization and depending on facilities and requirements.
- o) 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. Any use of Scientech Incorporated name, trade name or trade/service mark including for use in any such thesis shall be subject to prior written consent of Scientech.
- p) Both IET DAVV , Indore Campus and Scientech will be free to independently carry out follow-up research on the thesis work conducted under this scheme.
- q) If the outcome of a project related to product development, process technology and design which involve matter of secrecy and concern of the states and India, the same will not be allowed for publication/printing/publicizing in any form such as for instance electronically/verbal or any other related form not agreed with mutual consent. 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 by the parties under the law will be decided on case to case basis after mutual consultation.
- r) Research supervisors from both the institutes and organization may be the corresponding authors in any publication resulting from the collaborative work as mutually agreed between the parties. All the efforts put by the student/s as a part of this MoU may be accounted for by way of reporting the work in thesis and / or paper publication except the part for which IPR needs to be claimed as mutually agreed between the parties.
- s) Neither of the supervisors will publish the work carried out under this MoU without the knowledge of the other.
- t) In any of the activities mentioned above, wherever financial aspects are involved, amount, payment conditions, and other related issues would be elucidated out and mutually agreed clearly before starting the activity.

ARTICLE-III: SHARING OF FACILITIES:

- a) IET DAVV , Indore and Scientech will make magnanimous and reasonable provisions in an endeavour to share their respective R&D facilities in order to promote academic and research interaction in the areas of co-operation.
- b) IET DAVV , Indore and Scientech may permit the sharing of software and other materials and components developed in-house in the areas of cooperation, if permissible within the rules and policies governing the two institutes and organization. However,

responsibility for safety of software and other materials during the exchange will be implemented based on the consent from the respective Head of the academic department / Section and Organization heads.

- c) IET DAVV , Indore and Sciencetech shall provide access to the library facilities to scientists, faculty members and students as per the prevailing rules and norms in the respective institutes and organizations.
- d) Sciencetech would provide SOFTWARE SUPPORT, TECHNICAL ASSISTANCE, VIRTUAL CAMPUS set-up for Communication Engineering Lab based on the mutual consent from both the parties.

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

- a) The collaborative programme between IET DAVV , Indore and Sciencetech shall be co-ordinated by a co-ordination committee appointed by Dean/Director of both the Institute and organization.
- 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 the heads of both the Institution and organization.
- c) IET DAVV , Indore and Sciencetech are independent contractors and this MoU will not establish any relationship of partnership, joint venture, employment, franchise or agency between IET DAVV , Indore and Sciencetech.
- d) Sciencetech would provide free training services which would facilitate the University to conduct such programs. The commercial terms and conditions for providing such services would be based on the mutual consent.

ARTICLE-V: EFFECTIVE DATE AND DURATION OF MoU:

- a) This MoU shall be effective from the last date of execution by competent authorities at both ends as specified in signature block below.
- b) The duration of the MoU shall be for a period of 3 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.
- d) Any clause or article of the MoU may be modified or amended by mutual agreement of IET DAVV , Indore and Sciencetech.

Sue
22-01-19

ARTICLE-VI: IPR:

IET DAVV , Indore is and shall remain exclusively entitled to all right and interest in and to all IET DAVV , Indore, (defined below) and Scientech is and shall remain exclusively entitled to all right and interest in and to all Scientech Technologies Pvt. Ltd., (defined below). Rights regarding publications, patents, royalty, and ownership of software/design/product developed under the scope of this MoU and or any definitive agreement shall be decided by the two parties by mutual consent. "IET DAVV , Indore" means IET DAVV, Indore's proprietary technology, including without limitations, IET DAVV, Indore software both printed and electronic (in source and object forms), know-how, and any related intellectual property rights throughout the world (whether owned by IET DAVV , Indore or licensed to IET DAVV , Indore from a third party) including any derivative works, modifications and enhancements thereof. "SCIENTECH Technology means Scientech's proprietary technology, including without limitation, Scientech's services, software tools, hardware designs, algorithms, software (in source and object forms), user interface designs, architecture, class libraries, objects and documentation (both printed and electronic), network designs, know-how, business methods, and any related intellectual property rights throughout the world (whether owned by Scientech or licensed to Scientech from a third party) including any derivative works, modifications and enhancements thereof.

ARTICLE-VII:CONFIDENTIALITY:

During the tenure of the MoU both IET DAVV , Indore and Scientech will maintain strict confidentiality and prevent disclosure of any or all of the information and data exchanged under the scope of the MoU for any purpose other than in accordance with this MoU.

Both IET DAVV , Indore and Scientech 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 of agreed PROJECTS.

Further both IET DAVV , Indore and Scientech 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

SMS
22-21-19



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 MoU shall 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 agreement shall take effect and be construed in accordance with the Laws of India and be subject to the jurisdiction of the courts at Indore.
- b) The dispute or difference whatsoever arises between PARTIES in relation to or in connection with this MoU both the parties shall first try to resolve the dispute / difference amicably between the Director, IET DAVV, Indore and the Managing Director, Scientech themselves, failing which the matter shall be referred to and settled through arbitration in the court under Indore jurisdiction. Each party shall nominate arbitration which would be final and binding. The arbitration proceedings shall be held in accordance with the provision of Indian Arbitration and Reconciliation ACT, 1996. The venue of arbitration shall be Indore and Language of arbitration shall be English. The Court of Indore shall have the exclusive jurisdiction in all the matters.

SM
22.01.19



The Period of Agreement is for three years and could be extended with mutual agreement.

From 22Jan 2019 to 21 Jan 2022

In WITNESS WHEREOF, the parties hereto have executed this agreement (MoU) by their duly authorized Executives/Representatives.

For and On-behalf of

Sciencetech Technologies Pvt.Ltd.,

Amishu K
22/1/19



Witnesses:

M. R. M.
22-01-19

(Signatures)

Amishu K

Name in Block Letters: *Shashi Prakash*

Designation: *Professor*

Address: *IET - DAVV*

For and On-behalf of

IET DAVV, Indore

S. V. Tokekar
22-01-2018
Director,

IET DAVV , Indore

Name: Prof. Sanjeev Tokekar

Designation: Professor

Seal:

Director
Institute of Engineering & Technology
Devi Ahilya Vishwavidyalaya
INDORE

Name in Block Letters:

Designation: