

MEMORANDUM OF UNDERSTANDING

BETWEEN

This Memorandum of Understanding (herein after referred to as "MOU" is made on 21st August 2023 between **DST-GITAM Technology Enabling Centre (G-TEC)**, GITAM Deemed to be University located at, Gandhi Nagar, Rushikonda, Visakhapatnam, Andhra Pradesh 530045 herein after referred to as party 1 and represented by Dr. D Gunasekaran, Registrar, GITAM Deemed to be University and **Miracle Educational Society Group of Institutions**, Miracle City, Munjeru Village, Bhogapuram Mandal, Vizianagaram, Andhra Pradesh 535216, herein after referred to as party 2 and represented by **Dr. A. Arjuna Rao**, Director and Principal, Miracle Educational Society Group of Institutions.

where as

DST GITAM Technology Enabling Centre, GITAM Deemed to be University is the Technology Enabling Centre for Andhra Pradesh funded by Department of Science & Technology. The DST GITAM Technology Enabling Centre will be engaged in a range of activities, including Technology mining, Assessment of technologies based on readiness levels, Technology development with the guidance of expert panels, Technology transfer to industries to overcome challenges, Generation of market reports, capacity building initiatives.

where as

MIRACLE EDUCATIONAL SOCIETY GROUP OF INSTITUTIONS has set its mission to create world-class institutions for under-graduate and post-graduate education in Engineering, Management, and Sciences with an intellectually vibrant atmosphere for research, complemented with State-of-the-art technology research labs and Industry partnerships.

1. MAIN AIM OF THIS COLLABORATION:

- Transfer of technology from Academia to Industry
- Commercialization of innovative technologies and solutions
- Joint technology development through research & innovation.
- IPR Services
- Capacity development of faculty and students

2. FORMS OF RESEARCH AND DEVELOPMENT PROJECTS

The form of any of the said Research and Development Project (hereinafter referred to as "Research Project") 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.
- 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.

3. TECHNICAL AREAS OF COLLABORATION

The principal technical areas of collaboration will be related to technology development and transfer to Industry "but not limited to" and here and after agreed by both parties. A detailed documentation will be developed on mutual consensus which includes the following:

- a) Mode of engagements.
- b) Roles and responsibilities of each party towards establishing and operations of the project.
- c) Interactions and communication protocols including approval process etc. between all the stakeholders.
- d) Continual growth strategies/ future plans etc.
- e) Procedures for branding, logos, website contents, access & hierarchies, publishing student's information and other relevant dashboards.

4. AGREEMENTS FOR RESEARCH COLLABORATION

Each collaboration activity undertaken by the parties hereunder shall be initiated by the signing of a separate 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.

5. CONFIDENTIALITY

- a) During and 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:
- 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.

6. NON-EXCLUSIVITY

The relationship of the parties under this MOU shall be non-exclusive 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.

7. TERMS AND TERMINATION

This MOU, unless extended by mutual written agreement of the parties, shall expire 5 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 G-TEC Agreement, Confidentiality clause as referenced in clause 6 above, or any other agreement entered pursuant to this MOU, which obligations shall survive any such termination.

8. RELATIONSHIP

Nothing in this MOU shall be construed to make either party a partner, an agent or legal representative of the other for any purpose unless it is agreed and approved by the parties in written. Both parties can display either party's approved logos for branding in websites, promotional materials etc.

9. 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.

10. GOVERNING LAW AND JURISDICTION





This MOU shall be governed by and construed in accordance with the laws of India. Any disputes arising out of or in connection with this MOU shall be subject to the exclusive jurisdiction of the courts in Visakhapatnam, Andhra Pradesh.

11. 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
DST GITAM Technology Enabling Centre, GITAM Deemed to be University	Miracle Educational Society Group of Institutions, Vizianagaram
Sign: 	Sign: 
Name: Dr. Gunasekaran D.	Name: Dr. A. Arjuna Rao
Designation: REGISTRAR	Designation: PRINCIPAL
Date: 21 st August 2023	Date: 21 st August 2023

Gandhi Institute of Technology and Management (GITAM)
(Deemed to be University)
VISAKHAPATNAM-530 045

Witnesses:

- 
- 

Director & Principal
Miracle Educational Society
Group of Institutions, Bhogapuram,
Vizianagaram Dist. - 535216. A.P.

