

**MEMORANDUM OF
UNDERSTANDING**

Between

**SECAB MALIK SANDAL POLYTECHNIC
VIJAYPUR(MSPT)**

AND

***NORTHERN SOFT ACADEMY (P) LTD.,
VIJAYPUR***

MEMORANDUM OF UNDERSTANDING BETWEEN
MALIK SANDAL POLYTECHNIC, VIJAYPUR

AND

Northern Soft Aademy (P) Ltd., VIJAYPUR

IN RESPECT OF INTERACTION OF ACADEMIA AND INDUSTRY FOR IMPROVING THE QUALITY OF TEACHING, FOR IMPARTING PRACTICAL SKILLS TO STUDENTS ,UNDERTAKING RESEARCH AND CONSULTANCY

PREAMBLE

Whereas **Secab Malik Sandal Polytechnic** , here after referred to as MSPT, an Academic Institute having its campus on Hudco Road, Vijaypur- 586 101 and offering Diploma Programs with provision for Higher Studies by research in all its departments, and carrying out consultancy covering a wide range of Engineering & Technology including.

AND

Whereas there is need for helping the teaching faculty to acquire additional knowledge both in theory and practice in the areas mentioned above **Northern Soft Academy (P) Ltd (NSA)**, Vijaypur has proposed that the facilities available with them and the knowledge and expertise of their facilities available with them and the knowledge and expertise of their experts can be utilized for the above purpose, as also leverage the institutes expertise and students for R&D and consultancy services.

It is agreed as follows:

1. The subject matter of this MOU is, to extend NCS facilities and expertise for helping the faculty and the students.
2. MSPT is authorized by this MOU to use the services of NSA , Vijaypur in terms of this MOU.
3. NSA, Vijaypur, will utilize the technical expertise, the labs and human resources of RIT for its R&D activities, **consultancy and testing and verification support.**

ARTICLE 1:

MODES OF COLLABORATION

It is mutually agreed that upon the mutual consent of the institutions, collaboration shall be carried out to the extent feasible through such activities as listed below.

1. Supporting the faculty in allowing to use the facilities at NSA, Vijaypur for getting practical experience in areas listed above.
2. Supporting student projects in the Diploma Programmes.
3. Faculty and staff interaction by way of conducting seminars and workshops from time to time in the premises of both the institutions.
4. Permission to use materials related to work done in order to jointly publish papers.
5. Arranging lectures from experts from the fields listed from NSA in MSPT
6. Arranging regular visits to NSA, for both faculty, Diploma students.
7. The Diploma Students can take up project work at NSA or at MSPT as part of their curriculum requirement. For each project work, taken up by a Diploma Student, one Senior Faculty of the Dept., shall be the Internal guide and one NSA Representative shall be the external guide.
8. There are some staff members who have gained considerable knowledge and practical experience in the field like Networks, Network security & its issues. These staff members can take on some practical problems of such issues and offer solutions. Work connected with these problems can be done in the college.
9. MSPT shall allow NSA to use their Test facilities in field computer networks, security and impart training to MSPT Employees, if required.

ARTICLE 2:

IMPLEMENTATION

In terms of such mutual collaboration envisioned and activity implemented under the terms of this agreement, the programs will be mutually discussed and jointly agreed upon in writing by authorized officials of either institutions prior to the initiation of particular program or activity.

A program Review Committee shall be constituted with equal representation from both NSA and MSPT that will review all aspects of implementation of the proposal. The committee will also look into new avenues of collaboration and co-operative working.

ARTICLE 3:

PROCEDURES AND FUNDING

1. The overall program will be coordinated by the office of NSA, Vijaypur and office of MSPT, Bangalore.
2. The financial arrangements for conducting the activities will be negotiated through designated officials after the activity is finalized.

ARTICLE 4:

AMENDMENTS TO THIS MOU

Amendments to this agreement may be made at any time during its validity through mutual written consent of NSA and MSPT.

ARTICLE 5:

DURATION OF THIS MOU

This MOU will remain operative for a period of two years from the date of formally signing the MOU. There will be a review of the MOU at the end of each year and will be renewed with mutual consent.

ARTICLE 6:

MOU ADMINISTRATORS

Said otherwise provided in the MOU all actions to be taken and all notices to be given or taken hereunder by MSPT, to be taken or given by the principal, MSPT or his

authorized representative and on behalf of NSA, Vijaypur by Director, NSA Vijaypur or his authorized representative.

ARTICLE 7:

TERMINATION

Any of the Parties may terminate this Agreement by serving a written notice on the other Parties three months prior to the intended date of termination provided that the termination by either of the parties shall not relieve that party of its obligations accrued prior to such termination, under a specific Project.

ARTICLE 8:

NOTICES

All communications by NSA involving financial, administrative, key technical objectives & decisions and other matters shall be sent to the Principal MSPT. All communications by RIT involving financial, administrative, key technical objectives & decisions and other matters shall be sent to Director, NSA. All information of incremental technical details and day to day working may be exchanged directly between the MSPT faculty and appropriate NSA personnel as identified from time to time.

ARTICLE 9:

PUBLICATIONS

NCS acknowledges the importance to the institute of publishing results arising from projects done in the lab. If MSPT wishes to publish such results, then the written permission of NSA shall be sought in good time before publication or other disclosure and NSA will respond to such requests within 15 days of the receipt thereof. Similarly the NSA will get prior permission from RIT and acknowledge the same when it uses any of MSPT information or knowledge in any forum.

ARTICLE 10:

GENERAL

- (a) The headings of various clauses herein are inserted for convenience of reference and are not deemed to affect the meaning or construction of relative provisions.
- (b) MSPT will have the right to continue to utilize the Information, kits and SW given for its teaching purposes.
- (c) This Agreement and its Appendices constitute the entire agreement amongst the Parties and supersede all other representations, understandings or communication whether written or verbal, with respect to the subject matter hereof.
- (d) Neither this MOU, nor any activities described herein, shall be construed as creating a partnership, joint venture, agency or other such relationship. Both parties agree that this MOU represents a nonexclusive relationship between the parties and nothing contained herein shall preclude either party from participating/initiating similar relationship with third parties.
- (e) The term confidential shall not include information available or through prior expertise or lawfully obtained or available from third party or other legally available sources.
- (f) As both parties are engaged in various aspects associated with Research and Technology innovation, any Intellectual property developed by either party individually would belong to the respective parties. IF developed jointly then would belong to both the parties. The terms and conditions including, the right to use or refuse, period of exclusivity, revenue sharing, and royalty with respect to the individual or joint IPs, may be decided by both the parties on a case by case basis.

ARTICLE 11:

ARBITRATION

This MOU is based on mutual trust, confidence and faith. Both the parties hereby agree to carry out the assignment in good faith. All matters will be kept confidential and will not be divulged to any other party. The MOU administrators will settle differences of opinion arising out of and in connections with the MOU, on the basis of mutual consultation by the administrators. Finally, this MOU is wholly meant to

contribute to the learning process of the faculty and the students belonging to MSPT and possible R&D, & developmental activity of NSA and not any other purpose.

If the differences of opinion cannot be resolved by the said MOU administrators, the matter shall be resolved by arbitration in accordance with the Arbitration and Conciliation Act, 1996. Each party shall appoint one arbitrator and the two arbitrators will appoint third arbitrator. The arbitration shall be conducted by a panel of three arbitrators. The venue of arbitration shall be exclusively in Bangalore. The decision of the panel of arbitrators shall be binding on both parties

- (b) This agreement shall be governed by the Laws of India and subject to the jurisdiction of Courts in Bangalore.

ARTICLE 12

FORCE MAJEUREF

Neither party shall be held responsible for non-fulfillment of their respective obligations under this Agreement due to the exigency of one or more of the force major events such as but not limited to acts of God, War, Flood, Earthquakes, Epidemics, etc. provided on the occurrence and cessation of any such event the party affected thereby shall give a notice in writing to the other party within one month of such occurrence or cessation. If the force major conditions continue beyond six months, the parties shall jointly decide about the future course of action.

This memorandum is executed in English Language in two originals and each party holds one original.

Signatories of the MOU

For Northern Soft Academy (P) Ltd


**NORTHERN SOFT
ACADEMY (P) LTD.
VIJAYAPUR**

(Sagar. N. Arora)

Director


SPOC for MSPT

for MSPT


**PRINCIPAL,
Malik Sandal Polytechnic,
VIJAYAPUR.**

Date : 16/06/2016