



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, Rushilkonda, Visakhapatnam, Andhra Pradesh 530045 herein after referred to as party 1 and represented by Dr. D Gunasekaran, Registrar, GITAM Deemed to be University and Sanketika Vidya Parishad Engineering College, Behind Cricket Stadium, Ratnagiri Housing Board Colony, Pothinamallayya Palem, Visakhapatnam, Andhra Pradesh 530041, herein after referred to as party 2 and represented by Dr N.C. Anil, Principal, Sanketika Vidya Parishad Engineering College, Visakhapatnam.

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

SANKETIKA VIDYA PARISHAD ENGINEERING COLLEGE (SVPEC) is established in the year 2003 by a well known and famous education group 'ALWARDAS GROUP'. The group today boasts 32 educational institutions including of two engineering colleges, three autonomous B-Schools, two pharmacy colleges, two polytechnic colleges, a law college, three junior colleges, two degree colleges, three PG colleges, very popular Alwardas Public School, an well established international school and several other educational Institutions including search. Alwardas educational group is catering the needs of young students from KG to PG and research. The institutes remain indebted to leadership of our founder late Sri Sunkari Alwardas who is having a great vision in education. Sanketika Vidya Parishad Engineering College is recognized by ACTE, New Delhi and affiliated to famous Andhra University. SVPEC was accredited by NAAC. SVPEC emerged as one of the elite institutes of the nation.

1. MAIN AIM OF THIS COLLABORATION:

- a) Transfer of technology from Academia to Industry



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PRINCIPAL

Sanketika Vidya Parishad
Engineering College
P.M. Palem, Visakhapatnam-41



- b) Commercialization of innovative technologies and solutions
- c) Joint technology development through research & innovation.
- d) IPR Services
- e) 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 becomes 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	Sanketika Vidya Parishad Engineering College, Visakhapatnam.
Sign:	Sign: PRINCIPAL
Name: Dr. Gunasekaran D.	Name: Dr N.C. Anil Sanketika Vidya Parishad
Designation: REGISTRAR	Designation: Engineering College
	PRINCIPAL P.N. Palem, Visakhapatnam -41
Date: 31 st August 2023	Date: 31 st August 2023

Witnesses:

1. R S KIRAN, President-IIC
2. K.T. KRISHNA KUMAR.- TPO



PRINCIPAL
Sanketika Vidya Parishad
Engineering College
P.N. Palem, Visakhapatnam-41

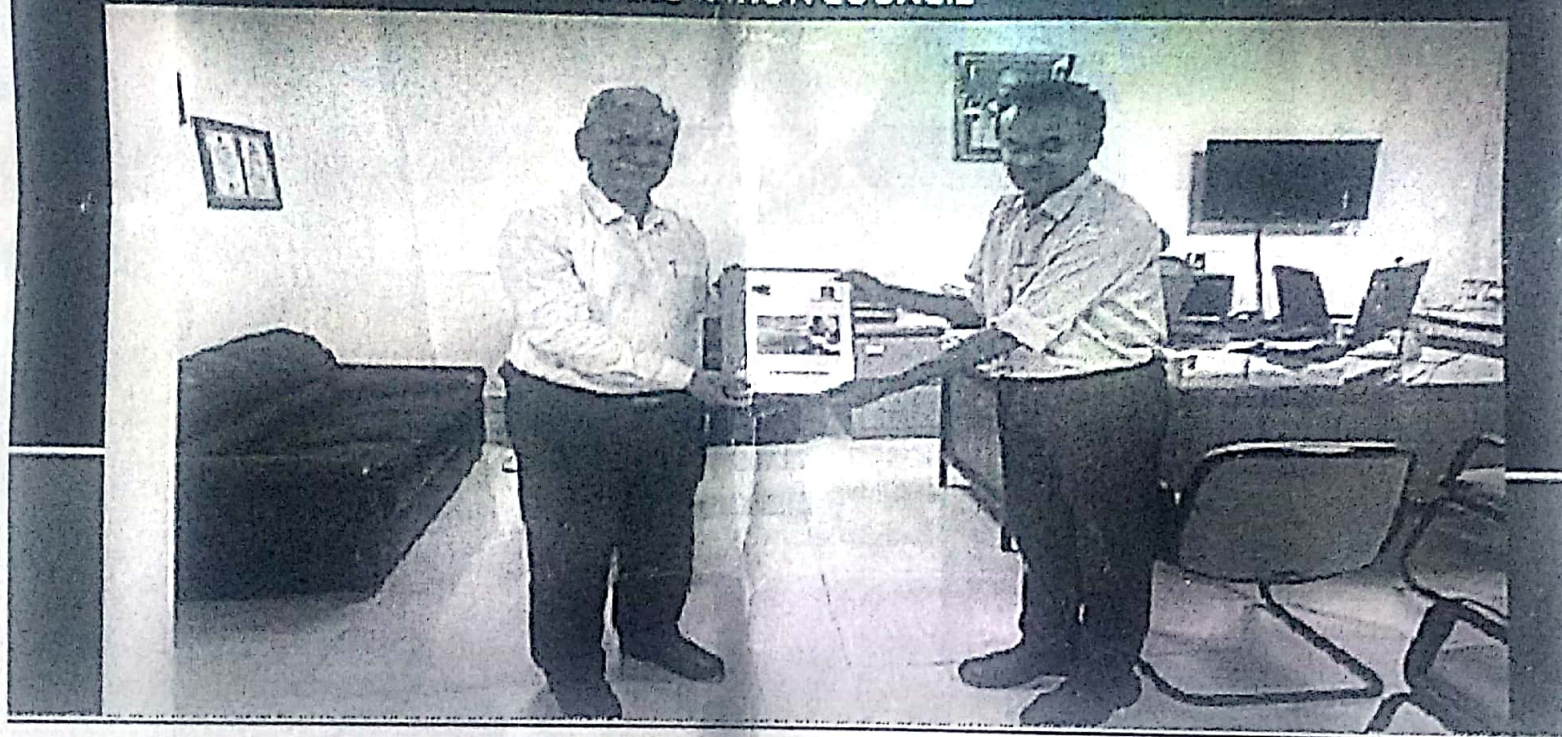
Memorandum of Understanding (Signing & Exchanging)

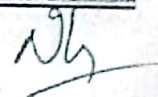
WITH

Department of Science & Technology - Gandhi Institute of Technology &
Management Technology Enabled Center (GTEC)

AND

SANKETIKA VIDYA PARISHAD ENGINEERING COLLEGE - INSTITUTIONS
INNOVATION COUNCIL



PRINCIPAL 
Sanketika Vidya Parishad
Engineering College
Palem, Visakhapatnam-41



Directorate of UGC Affairs & Research Activities
Gandhi Institute of Technology and Management (GITAM)

(Declared as Deemed to be University u/s 3 of the UGC Act, 1956)

Category I - Graded Autonomy Status (MHRD-UGC)

Accredited by NAAC with 'A+' Grade

VISAKHAPATNAM - 520 045 | Ph.: 0891-2840451

