

SRI VENKATESHWARA COLLEGE OF ENGINEERING

Affiliated to VTU Belgaum & Approved by AICTE New Delhi) An ISO 9001: 2008 Certified Kempegowda International Airport road, Vidyanagar, Bengaluru, Karnataka, India-562157 DEPARTMENT OF ELECTRONICS & COMMUNICATION ENGINEERING



Memorandum of understanding

Between

Mahatma Gandhi Institute of Rural Energy and Development

(Rural Development & Panchayat Raj Dept.,)

And

Sri Venkateshwara College of Engineering Department of Electronics & Communication Engineering

Vidyanagar, Kempegowda International Airport Road, Bengaluru-562157

Date: 11/05/2017

Place: Bengaluru

MEMORANDUM OF UNDERSTANDING

This Co-operation Agreement (this 'Agreement') is made as of the 11/05/2017 day between Sri Venkateshwara College of Engineering (herein after called "SVCE"), Bangalore and Mahatma Gandhi Institute of Rural Energy and Development, an autonomous institution of Rural Development & Panchayat Raj (RDPR) Department, Govt. of Karnataka, the Apex Training, Research & Development Institution in the field of Renewable Energy and allied subjects, having its registered of fice at Srirampura Cross, Jakkuru, Bangalore, Karnataka-560064 (herein after called "MGIRED")

The parties entered into this agreement with their mutual intentions wish to cooperate with each other for mutual benefits in the field of Research and Technology.

Introduction of Organizations signing MOU

Mahatma Gandhi Institute of Rural Energy and Development, was established in the year 2000 with assistance of Ministry of New and Renewable Energy (MNRE), Government of India and the Rural Development &Panchayat Raj Department, Government of Karnataka. The main objective was to have a unique Institution to carry out Capacity Building and Awareness Programmes in the areas of Rural Energy and Sustainable Rural Development which will cater to

the needs of Karnataka and neighboring southern states.

SVCE, Bangalore is leading private engineering institute, permanently affiliated to Visvesvaraya Technological University, Belagavi and Accredited by NBA which strives to train faculty and students in the latest technologies. The parties wish to cooperate with each other for mutual benefit.

Objective

The goal of this collaboration is to facilitate advanced training and research in the field of Renewable Energy and to provide higher learning opportunities to the students, exchange of resources and knowledge sharing between institutions.

Scope

- (i) Creating a Research initiative in Renewable Energy and branding the MGIRED objective as one of the world's leading Institute in the field of Renewable Energy through Research & Development Policy Planning.
- (ii) Internship to talented students which is an opportunity for students to gain experience on working in an engineering environment to build competencies along with their academic requirements. A platform to learn and prove their potential.
- (iii) Opportunity to collaborate in the field of solar energy and applied research for joint research projects, proposals and patents.
- (iv) Opportunity for fundamental and applied research projects
- (v) Opportunity for MGIRED to work with the University for Tailor-made Courses/ training programs for their employees. Modalities and fees etc. to be worked out mutually.

- (vi) MGIRED will be permitted to conduct technical sessions and programs in chosen and agreed topics of interest. SVCEalso can depute the Faculty members/students to attend seminars on need basis.
- (vii) Frequent visits of representatives of 'SVCE' and 'MGIRED' to exchange ideas and explore the possibilities in engineering and technology as and when required.
- (viii) Opportunity for MGIRED branding and display collaterals like posters, product cut-outs and organize events etc.
- (ix) Opportunity for the MGIRED employees to take up higher studies such as Post Graduate and doctoral programs as per university norms.

4. Obligations & Duties of SVCE& MGIRED:

4.1 Obligations & duties of SVCE:

- a. To collaborate in the field of renewable energy and applied research for joint research projects, proposals and patents.
- b. To enhance industry interaction through a curriculum defined and developed in association with MGIRED.
- c. To give training at SVCEto Students and Faculty in the technology areas proposed by MGIRED.
- d. Utilizing the Faculty and infrastructure of SVCEby MGIRED for experimentation, sponsored research & consulting.
- e. To provide the necessary facilities and equipment such as desks, chairs, whiteboard, reading and writing material for the training and education to SVCEStudents and Faculty free of cost. In case of outside participants nominal charges will be applicable.
- f. To provide opportunity for MGIRED employees to take up higher studies such as Post Graduate and Doctoral Programs as per university norms.

4.2 Obligations duties of MGIRED:

- a. During the term of this MOU, MGIRED agrees to conduct Faculty Development Programs (FDP) and Student Development Programs (SDP), at a nominal fee and whenever funds will be available for FDP & SDP, SVCE may be given preference.SVCEshall work with MGIRED in advance, and select and develop the course materials/curriculum for the Faculty Development Program and Student Development Program.
- b. MGIRED agrees to take Students of Electronics & Communication Engineering, SVCE for internship at MGIRED.
- c. MGIRED agrees to provide facilities available for research scholars and faculty for doctoral programs as per MGIRED norms.
- d. MGIRED agrees to collaborate with SVCEto seek financial support for research in the field of Renewable Energy through Joint Research Proposals.

5. Evaluation of Co-operation

Both MGIRED and SVCEshall suitably acknowledge and give due credit to the work executed by each other and both shall have the right to publish Papers or Articles. The parties will conduct joint periodic reviews to monitor and optimize their co-operation under this Agreement.

6. Confidentiality Obligations:

Each party shall keep confidential and not disclose to third parties or use for any purpose not contemplated under this Agreement all proprietary information received from the other party, directly or indirectly, in connection with this Agreement. This obligation shall survive the termination of this Agreement.

7. Publications:

The publications coming out of any research collaboration should suitably acknowledge both the institutions.

8. TERM& TERMINATION

8.1. Term:

The MOU shall be effective from the Effective Date and remain valid for a period of three years. The MOU may be extended mutually in writing by both parties on the same terms and conditions as contained herein.

8.2. Termination:

Either Party may terminate this MOU with a 30 days prior written notice of termination to the other Party.

Either Party may terminate this MOU in the event of breach of the terms of this MOU, or due to failure to fulfill the obligations and duties as set out in the MOU, by the other Party by calling upon the defaulting party to rectify such breach within fifteen days from the date of the notice, failing which the breach shall be deemed to be a material breach, and will entitle such other party to terminate this MOU.

9. LIABILITY:

- **9.1.** Neither party shall be liable for any indirect, punitive, special, incidental or consequential damages arising out of or in connection with this MOU, whether for breach of this MOU or in torts, including loss of business, data, revenue, profits, or for any third party claims against the other.
- 9.2 Any physical damage or loss arising out of this collaborative work or

damage to property of MGIRED or SVCEfrom students, faculty or any third party. The actual cost of the damaged or lost property shall be payable by the concerned person who causes damage.

10. GENERAL PROVISIONS

10.1. Relationship between Parties: This MOU shall not be construed to be an agency or a partnership or joint venture or an association of persons or an employment relationship between the Parties. Neither Party shall be entitled to bind the other party with any third party by its actions, unless it has specifically obtained the prior written consent of such other party to do so. Each Party is an independent contractor, and nothing under this MOU shall be construed to create an employment relationship, whether for tax or for any other purpose, nor any partnership or joint venture or association of persons between the parties. No provision of this MOU grants either party any express or implied right of authority to assume or create any obligations or responsibility on behalf of or in the name of the other party, or bind the other party in any manner or thing whatsoever. Neither party nor its personnel shall be considered employees of the other.

10.2 Assignment: Neither party shall assign or transfer this MOU or any benefits or rights or obligations accruing it under this MOU, without the prior written consent of the other party. Notwithstanding the aforesaid, it is herein acknowledged between the Parties that MGIRED shall be allowed, during the term of this MOU and for performance of its duties hereunder, to utilize the assistance of its Affiliates without any objections from SVCE.

FOR SRI VENKATESHWARA COLLEGE OF ENGINEERING

Signature:

Name: Dr. Shivashankar

Designation: Professor and Head of the Department (E&CE)

COLLEGE OF ENGINEERING BANGAL ORE-562157

FOR MAHATMA GANDHI INSTITUTE OF RURAL ENERGY AND DEVELOPMENT

Signature: LL. DW.

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(ಸೋಲಾರ್)

Name: Mr. Muralidhar K

Designation: Deputy Director & HOD (Solar)

READ, AGREED AND ACCEPTED ON THIS 11th MAY 2017

Executive Director
Mahatma Candhi Institute of Rural
Energy and Development
Rural Energy & Development
Bengaluru

Chief Executive Director Sri Venkateshwara College of Engineering, Bangalore

- **10.3 Right to Audit:** MGIRED shall be entitled to audit the training attendance record maintained by SVCE. This audit shall be conducted by MGIRED during reasonable hours.
- **10.4 Entire Agreement:** This MOU supersedes all prior oral or written communication, discussions, negotiations and representations communicated between the parties hereto in respect of the subject matter of this MOU.
- 10.5 Amendments/ Modifications: Any modification to this MOU shall only be made by way of a written instrument duly executed by the authorized representatives of the Parties hereto.
- **10.6Notices:** Any notice under this MOU will be in writing and delivered by hand or by registered mail, return receipt requested, to the other party at the registered office and to the nominated contact person of the other party. If any notice is sent by mail, notice will be effective on the date of receipt.
- 10.7 Nominated Contact Person: The Parties shall maintain at all times, a one-point contact for the other Party. Any change in the contacts will be promptly notified to the other Party. Any information or notice given to the nominated contact person of a Party shall be considered to have been given to such Party and to be within its knowledge.

AUTODINA COOKE