



121344

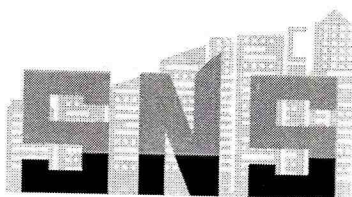
Accredited by NBA*

SVCE BENGALURUSRI VENKATESHWARA COLLEGE OF ENGINEERING
Affiliated to VTU, Approved by AICTE

MEMORANDUM OF UNDERSTANDING

BETWEEN

DEPARTMENT OF CIVIL ENGINEERING
SRI VENKATESHWARA COLLEGE OF ENGINEERING
Vidyanagar, Kempegowda International Airport Road, Bengaluru 562 157

AND

M/s. SNS CONTECH PVT LTD
F317, Manito Eshanya, Behind Bharat Petroleum Station, Kempegowda
International Airport Road, Bangalore North, Bengaluru 562 157

Vidyanagar, Kempegowda International Airport Road, Bengaluru - 562 157. Enquiry : +91 9731226262, +91 9740202345,
Fax : 080 - 28477461, e-mail : enquiry@svcengg.edu.in Website : www.svcengg.edu.in



*E&CE, CS&E, ME, CE

PREAMBLE

Whereas, DEPARTMENT OF CIVIL ENGINEERING (DCE), SRI VENKATESHWARA COLLEGE OF ENGINEERING (SVCE), BANGALORE 562157, at its various Engineering Departments is charged with responsibility of training technical manpower in various front-line areas of importance for the Nation and is also contributing to the rapidly growing technological knowledge and professional excellence in Engineering & Technology by undertaking industrial & applied research and consultancy.

Whereas, M/s. SNS CONTECH PVT LTD is engaged in design, development, construction and consultancy in the field of Civil Engineering, Construction Technology and related fields.

Whereas, both Department of Civil Engineering, Sri Venkateshwara College of Engineering and M/s. SNS CONTECH PVT LTD, now

- Recognizing the importance of design, development, construction and consultancy as well as imparting industrial training to the engineering students, etc.
- Appreciating the need for creation of large reservoir of highly qualified manpower in all fields related to Civil Engineering, Construction Technology and related fields.
- Desiring to club 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 Civil Engineering, Construction Technology and related fields.

Now, therefore, in consideration of the mutual promises made herein and of good and valuable consideration, the receipt and sufficiency of which DCE, SVCE and M/s. SNS CONTECH PVT LTD hereby acknowledge, and agree to sign a memorandum of understanding (MOU).

ARTICLE-I: SCOPE OF THE MOU

This MOU details the modalities and general conditions regarding collaboration between DCE, SVCE and M/s. SNS CONTECH PVT LTD for enhancing, the availability of highly qualified manpower in the areas of Civil Engineering, Construction Technology and related fields without any prejudice to prevailing rules and regulations in DCE, SVCE. The areas of cooperation can be extended through mutual consent.

ARTICLE-II: SCOPE AND TERMS OF INTERACTIONS

Both, DCE, SVCE and M/s. SNS CONTECH PVT LTD shall encourage interactions between the Engineers, faculty members and students of both the organizations through the following arrangements:



- a) Exchange of personnel through deputation as per the rules of the respective institute, for limited periods as mutually agreed upon;
- b) Organization of joint conferences and seminars;
- c) On the job training of DCE, SVCE students at M/s. SNS CONTECH PVT LTD;
- d) Joint guidance of student projects/ thesis in Civil Engineering, Construction Technology and other areas of National interest at DCE, SVCE by M/s. SNS CONTECH PVT LTD on mutually agreeable terms.
- e) M/s. SNS CONTECH PVT LTD would accommodate B.E., M Tech students and Ph. D. Scholars who have completed the 4th semester of their programme in such a number that M/s. SNS CONTECH PVT LTD deems convenient to it for the purpose of imparting industrial training.
- f) M/s. SNS CONTECH PVT LTD may depute its personnel as visiting faculty at DCE, SVCE to teach any of the regular Course or specialized topics, based on the need.
- g) M/s. SNS CONTECH PVT LTD may seek assistance/guidance of DCE, SVCE faculty member/s in product/process modification, modernization, trouble shooting, etc.
- h) Would allow the industrial visits of students to provide them with an exposure to various equipment, instrument, etc.
- i) M/s. SNS CONTECH PVT LTD may showcase its business activities at the seminar/workshop/conference, etc. at DCE, SVCE.

ARTICLE-III: SHARING OF FACILITIES

- a) DCE, SVCE and M/s. SNS CONTECH PVT LTD shall make provisions to share their respective important R&D facilities in order to promote academic and research interaction in the areas of co-operation.
- b) DCE, SVCE and M/s. SNS CONTECH PVT LTD shall permit the sharing software and other materials and components developed in-house in the areas of cooperation, if permissible within the rules governing the two organizations. However, responsibility for safety of software and other materials during the exchange will rest on respective Head of academic department/organization.
- c) DCE, SVCE and M/s. SNS CONTECH PVT LTD shall provide access to the library facilities to scientists, members of faculty and students as per the prevailing rules and norms in the respective organizations.

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

- a) The collaborative programme between DCE, SVCE and M/s. SNS CONTECH PVT LTD shall be coordinated by a coordination committee appointed by Directors of both the Institutes.

- 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 heads of both the organizations.

ARTICLE-V: EFFECTIVE DATE AND DURATION OF MOU

- a) This MOU shall be effective from the date of its approval by competent authorities at both ends.
- b) The duration of the MOU shall be for a period of 5 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. However, termination of the MOU will not in any manner affect the interests of the students/faculty/scientists who have been admitted to pursue a programme under the MOU.
- d) Any clause or article of the MOU may be modified or amended by mutual agreement of DCE, SVCE and M/s. SNS CONTECH PVT LTD.

ARTICLE-VI: IPR

Rights regarding publications, patents, royalty, ownership of software/design/product developed etc. under the scope of this MOU, shall be decided by the two parties by mutual consent.

ARTICLE-VII: CONFIDENTIALITY

During the tenure of the MOU both, DCE, SVCE and M/s. SNS CONTECH PVT LTD will maintain strict confidentiality and prevent disclosure of all the information and data exchanged under the scope of this MOU for any purpose other than in accordance with this MOU.

Both, DCE, SVCE and M/s. SNS CONTECH PVT LTD 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 or PROJECTS.

Further both, DCE, SVCE and M/s. SNS CONTECH PVT LTD 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 confidential by the parties, or declared or identified so by the disclosing party before



Accredited by NBA*

SVCE BENGALURU

SRI VENKATESHWARA COLLEGE OF ENGINEERING

Affiliated to VTU, Approved by AICTE

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 AGREEMENT shall be in writing and signed by the PARTIES hereto and shall only after such execution be deemed to form part of the AGREEMENT and have the effect of modifying the AGREEMENT 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 BANGALORE.
- b) The dispute or difference whatsoever arises between PARTIES in relation to or in connection with this AGREEMENT both the parties shall first try to resolve the dispute/difference amicably between themselves, failing which the matter shall be referred to and settled through arbitration.

ARTICLE-X: MISCELLANEOUS

- a) The headings and sub-headings are inserted for convenience only and shall not affect the construction of this Agreement.
- b) Both, DCE, SVCE and M/s. SNS CONTECH PVT LTD shall not, during the term of this Agreement directly or indirectly, solicit or offer employment or engagement to any of the personnel of other party without the prior consent in writing of that other party.
- c) No failure to exercise and no delay in exercising, on the part of a Party, and right, remedy, power or privilege hereunder shall operate as a waiver thereof, nor shall any

Vidyanagar, Kempegowda International Airport Road, Bengaluru - 562 157. Enquiry : +91 9731226262, +91 9740202345,
Fax : 080 - 28477461, e-mail : enquiry@svcengg.edu.in Website : www.svcengg.edu.in



*E&CE, CS&E, ME, CE

single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege. The rights, remedies, power and privileges herein provided are cumulative and not exclusive of any right, remedies, powers and privileges provided by law.

- d) After this Agreement has been signed, all preceding understandings/negotiations and correspondence pertaining to it shall become null and void.

IN WITNESS WHEREOF PARTIES HERE TO HAVE ENTERED INTO THIS AGREEMENT EFFECTIVE AS ON THE DATE AND YEAR FIRST WRITTEN ABOVE.

Principal

Sri Venkateshwara College of Engineering, Bangalore
562 157

PRINCIPAL

Sri Venkateshwara College of Engineering
Vidyanagar, Bengaluru-562 157

For SNS CONTECH PVT. LTD.

Managing Director

M/s. SNS CONTECH PVT LTD, Bangalore
562 157

Witness

1.

2.

Date 06/09/2019

Witness

1.

2.

Date 06/09/2019