







## MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (hereinafter referred to as MoU) is entered into on this 10<sup>th</sup> day of July, 2024 between K.S.R.M COLLEGE OF ENGINEERING (AUTONOMOUS), Yerramasupalli, Chinthakommadinne, Kadapa, Andhra Pradesh - 516005 and will be referred as KSRMCE, Kadapa and GOVT. TOOL ROOM AND TRAINING CENTRE, Plot No.93&94, Belagola Industrial Area, Off KRS Road, Mysuru, Karnataka-570016 and will be referred as GTTC, Mysore.

# Background

KSRMCE, Kadapa owes its existence with the keen interest of Late Kandula Obul Reddy to offer technical education to the people in the Rayalaseema region of Andhra Pradesh. The college was established in the year 1980 with an intake of 160 students offering B.Tech. programs in Civil, Electrical & Electronics, Electronics & Communication and Mechanical Engineering. The college is currently offering B.Tech. programs in EEE, ECE, CSE, CSE(AIML), CSE(DS), AIML, CE and ME. The college is also offering 5 M.Tech. programs with specialization in Geotechnical Engineering, Renewable Energy, VLSI and Embedded Systems, Power Systems, Artificial Intelligence and Data Science. The B.Tech. programs EEE, ECE, CSE, CE and ME are accredited by NBA under Tier-1. The college is accredited by NAAC. KSRMCE is exercising Autonomy granted by the UGC since 2014.

The GTTC, Mysore was established in the year 1992 with the participation of the Karnataka State Government, in collaboration with the Government of Denmark under the Bilateral Development Co-operation Agreement with DANIDA assistance. GTTC Mysore is a premier educational Institution offering Diploma, Post diploma and M.Tech. courses. It is functioning as an autonomous Institution under Department of skill development Entrepreneurship & livelihood, Govt. of Karnataka. GTTC, Mysore offers programs in Information Technology / Mechanical / Mechatronics / Automobile / Tooling / High Precision Manufacturing / Renewable Energy etc.,

This MoU broadly covers Internships, Projects, Workshops, Seminars, STTPs, SDPs and FDPs in

the following areas

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- 1. Mechanical Engineering
- 2. Electrical Engineering
- 3. Computer Science and Engineering
- 4. Civil Engineering
- 5. Electronics Engineering
- 6. Artificial Intelligence and Machine Learning

## 1. BENEFITS TO THE K.S.R.M. COLLEGE OF ENGINEERING (AUTONOMOUS)

- 1.1 Opportunity to emerge as one of the competent entities in the academic circles in producing skilled human resources, research and development in the area of Engineering and Technology.
- 1.2 Opportunity to be recognized by the industry and academic circles as one of the preferred locations for acquiring training and skills development in latest technology and software
- 1.3 Opportunity to utilize the programs organized to train students on Latest Technologies, Software products and Technologies.
- 1.4 Opportunity for the faculty and students of K.S.R.M COLLEGE OF ENGINEERING (AUTONOMOUS) to design world class curriculum capable of delivering the caliber of IT skills required at present and also for the future
- 1.5 Students will get 20% discount in course fees, provided with minimum batch quantity of 20 No's. and Fees will be directly deposited to GTTC through institutes.

## 2. BENEFITS FROM GOVT. TOOL ROOM AND TRAINING CENTRE - MYSORE

- 2.1 Students and faculty will get the technical support on latest technology along with paper presentations and live projects
- 2.2 Students and faculty will get the coding level workshop program on latest technologies and workshop program will be on hands on work.
- 2.3 GOVT. TOOL ROOM AND TRAINING CENTRE MYSORE will support for student final year academic project with training and development on as per student problem statement and also latest technology.

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## MONITORING OF IMPLEMENTATION:

A Co-ordination Committee consisting of two faculty members of K.S.R.M COLLEGE OF ENGINEERING (AUTONOMOUS) and two officers nominated by GOVT. TOOL ROOM AND TRAINING CENTRE – MYSORE will do the planning and monitoring of the implementation of the various aspects of this MoU. There will be an annual review. This review would primarily focus on the programs organized, knowledge transfer, curriculum progress, faculty availability and certifications.

Institute should send minimum 100 No's of students per year for internship / industrial training as per GTTC norms course fees.

#### **GENERAL**

- 1. This MoU may be terminated by either party through a notice of one month. Either party may terminate this MoU if either of the parties is frustrated by reasons beyond its control from going ahead with the implementation of the provision of this MoU. The provisions contained in Annexure-I ("Intellectual Property Rights"), Annexure-II ("Limitation of Liability") and Annexure-III will survive any such termination.
- 2. Neither parties will make any presentations pertaining to the other or its business or affairs, without any written consent and approval of other.
- 3. It is understood that during the course of this MoU it may be necessary for either parties to disclose confidential/proprietary information to the other. The disclosure of any such information or data between the parties shall be made pursuant to an executed Confidentiality Agreement.

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- 4. All costs incurred by a party pursuant to this MoU shall be borne by the party who incurred the costs.
- 5. There shall be no liability on the part of any party to the other arising from the termination of this MoU.
- 6. This MoU is not binding on either of the parties hereto, except as specifically set out hereto.

  This MoU is intended to express the broad understanding of the parties and as a broad framework for working together on a specific opportunity as detailed herein.
- 7. The terms of the applicable software license agreements and terms relating to confidentiality under this MoU shall survive the term of the MoU.
- 8. Neither party may use the other's corporate name or any trade mark or name or any other items or assets protected by intellectual property rights, including but not restricted to, use in any promotional material, press releases, advertisements, communications, stationery, web sites, or the like.
- 9. Neither party will disclose the existence, or the terms and conditions, of this MoU or any information connected with it or any information received from the other or otherwise during the implementation of this MoU or its subsequent amendments, if any, except as may be required by law or on a strictly "need-to-know" basis for the purpose of implementing this MoU, or its subsequent amendments, if any, unless express prior written consent of the other party shall have been obtained in advance.
- 10. Save for their respective rights and obligations relating to Intellectual Property Rights (including the ownership of the Intellectual Property) as mentioned in Clause herein above, neither party is liable to the other for any damages or claims.

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11. Unless previously consented to by both parties, there shall be no assignment of any interest under this MoU by any party hereto.

## **SUMMARY:**

GOVT. TOOL ROOM AND TRAINING CENTRE – MYSORE recognizes the significance of The Principal of K.S.R.M COLLEGE OF ENGINEERING (AUTONOMOUS) initiative to be the leader in the field of Tooling and High-Tech Technology related academia in the country.

GOVT. TOOL ROOM AND TRAINING CENTRE – MYSORE proposes to make available the appropriate technology and expertise to develop K.S.R.M COLLEGE OF ENGINEERING (AUTONOMOUS) position as a leading institute providing high quality skilled resources. This Memorandum of Understanding is intended to express the broad understanding of the parties regarding their working with each other to the extent possible for their mutual benefit.

Signature of The Principal with seal,

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Signature of the Institute Head with seal,

10/7/24

Date:

K.S.R.M COLLEGE OF ENGINEERING (AUTONOMOUS)
Yerramasupalli, Chinthakommadinne,

Kadapa, Andhra Pradesh - 516005

Date:

GOVT. TOOL ROOM AND TRAINING CENTRE, MYSORE Plot No.93&94, Belagola Industrial Area,

Off KRS Road, Mysuru, Karnataka-570016













Signature of the Witness-1 with scale Auro T-N. Phincipal

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Date: 10/07/2024

K.S.R.M COLLEGE OF ENGINEERING (AUTONOMOUS)

Yerramasupalli, Chinthakommadinne, Kadapa, Andhra Pradesh - 516005

Signature of the Witness-2 with seal,

C. C. W10-07-24 Dr. Keener Reddy. C Associate Profess, EEE

Date: 10-07-24

K.S.R.M COLLEGE OF ENGINEERING (AUTONOMOUS)

Yerramasupalli, Chinthakommadinne, Kadapa, Andhra Pradesh - 516005 Signature of the Witness-1 with seal,

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Date:

GOVT. TOOL ROOM AND TRAINING CENTRE, MYSORE Plot No.93&94, Belagola Industrial Area,

Off KRS Road, Mysuru, Karnataka-570016

Signature of the Witness-2 with seal,

Vinay. S

Date:

GOVT. TOOL ROOM AND TRAINING CENTRE, MYSORE

Plot No.93&94, Belagola Industrial Area, Off KRS Road, Mysuru, Karnataka-570016













## Annexure-I

## **Intellectual Property Rights**

## 1.1 Definition of Intellectual Property

For the purposes of this Agreement, "Intellectual Property" includes, but is not limited to, patents, copyrights, trademarks, trade secrets, designs, inventions, know-how, and any other proprietary rights.

#### 1.2 Ownership

- (a) Pre-existing Intellectual Property: Each Party retains ownership of its Intellectual Property existing prior to the commencement of this Agreement ("Pre-existing IP").
- (b) Newly Created Intellectual Property: Any Intellectual Property developed jointly by the Parties during the term of this Agreement shall be jointly owned, unless otherwise agreed in writing. Intellectual Property developed independently by a Party during the term of this Agreement remains the property of the developing Party.

## 1.3 Grant of Rights

- (a) License to Pre-existing IP: Party A grants Party B a non-exclusive, royalty-free license to use its Pre-existing IP solely for the purpose of fulfilling its obligations under this Agreement.
- (b) Scope of License: The license granted herein is non-transferable and non-sublicensable, except with prior written consent from the licensor.

#### 1.4 Use of Intellectual Property

Each Party agrees to use the other Party's Intellectual Property only as permitted under this Agreement and in compliance with all applicable laws.

#### 1.5 Protection of Intellectual Property

- (a) Confidentiality: Each Party shall maintain the confidentiality of the other Party's Intellectual Property and shall not disclose it to any third party without the prior written consent of the owning Party.
- (b) Infringement: Each Party shall promptly notify the other of any unauthorized use or infringement of the other Party's Intellectual Property and shall cooperate in taking reasonable steps to protect such Intellectual Property.

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## 1.6 Infringement Claims

- (a) Notification: In the event of any infringement or unauthorized use of the Intellectual Property, the Parties shall notify each other promptly.
- (b) Enforcement: The owner of the Intellectual Property shall have the primary right to enforce its Intellectual Property rights against third parties. The other Party shall cooperate and assist in such enforcement at the owner's expense.

#### 1.7 Termination and Survival

- (a) Post-Termination Rights: Upon termination of this Agreement, each Party shall cease using the other Party's Intellectual Property, except as permitted by this Clause.
- (b) Survival: The provisions of this Clause 5 shall survive the termination of this Agreement.

#### 1.8 Warranties and Indemnities

- (a) Warranties: Each Party warrants that it owns its Intellectual Property and that such Intellectual Property does not infringe the rights of any third party.
- (b) Indemnities: Each Party agrees to indemnify and hold harmless the other Party from any claims arising from the use of the indemnifying Party's Intellectual Property.

V.S.S. MWG Signature of The Principal, 10/07/1624

Signature of the Institute Head,

Date:

K.S.R.M COLLEGE OF ENGINEERING (AUTONOMOUS)

Yerramasupalli, Chinthakommadinne, Kadapa, Andhra Pradesh - 516005 Date:

GOVT. TOOL ROOM AND TRAINING CENTRE, MYSORE Plot No.93&94, Belagola Industrial Area, Off KRS Road, Mysuru, Karnataka-570016













# Annexure-II Limitation of Liability

#### 2.1 Limitation of Liability

Except as otherwise provided in this Agreement, neither Party shall be liable to the other Party for any indirect, incidental, special, consequential, or punitive damages, including but not limited to loss of profits, revenue, data, or use, incurred by either Party or any third party, whether in an action in contract, tort, strict liability, or imposed by statute, or arising from the performance or non-performance of any aspect of this Agreement, even if the Party has been advised of the possibility of such damages.

## 2.2 Maximum Liability

The total cumulative liability of each Party to the other Party for any and all claims, actions, demands, and proceedings of any kind arising out of or in connection with this Agreement, whether in contract, tort, strict liability, or imposed by statute, shall not exceed the total amount paid or payable by [the other Party] under this Agreement during the twelve (12) months immediately preceding the event giving rise to such liability.

#### 2.3 Exclusions from Liability

The limitations of liability set forth in this Clause 6 shall not apply to:

- (a) Breach of Confidentiality Obligations: Any damages or liability arising from a breach of the confidentiality obligations set forth in this Agreement.
- (b) Indemnification Obligations: Any indemnification obligations set forth in this Agreement.
- (c) Willful Misconduct or Gross Negligence: Any damages or liability arising from the willful misconduct or gross negligence of a Party.
- (d) Violation of Intellectual Property Rights: Any damages or liability arising from the violation or infringement of the intellectual property rights of a Party.

#### 2.4 Third-Party Claims

Neither Party shall be liable for any third-party claims against the other Party except to the extent expressly provided in this Agreement.

2.5 Survival

The provisions of this Clause 6 shall survive the termination or expiration of this Agreement.

Signature of The Principal, 10/07/2014

Date:

K.S.R.M COLLEGE OF ENGINEERING (AUTONOMOUS)

Yerramasupalli, Chinthakommadinne, Kadapa, Andhra Pradesh – 516005 Signature of the Institute Head,

Date:

GOVT. TOOL ROOM AND TRAINING CENTRE, MYSORE

Plot No.93&94, Belagola Industrial Area, Off KRS Road, Mysuru, Karnataka-570016













# Annexure-III Survival of Terms

#### 3.1 Software License Agreements

The terms and conditions of any applicable software license agreements entered into between the Parties shall continue to remain in full force and effect, even after the termination or expiration of this Memorandum of Understanding (MoU). This includes, but is not limited to, provisions related to:

- (a) License Scope: The scope of the license granted, including any restrictions on use, distribution, and modification of the software.
- (b) License Duration: The duration of the license, specifying whether it is perpetual or time-limited.
- (c) License Fees: Any fees associated with the use of the software, including payment terms and conditions.
- (d) Use of Software: Permitted uses and any limitations on the use of the software by the licensee.
- (e) Termination: Conditions under which the software license can be terminated and the consequences of such termination.

#### 3.2 Confidentiality

The confidentiality obligations set forth in this MoU shall survive its termination or expiration. Both Parties agree to

- (a) Non-Disclosure: Not disclose any Confidential Information received from the other Party to any third party without the prior written consent of the disclosing Party.
- (b) Use of Confidential Information: Use Confidential Information only for the purposes of fulfilling their obligations under this MoU and not for any other purpose.
- (c) Protection of Confidential Information: Take all reasonable measures to protect the confidentiality of the information received, including, but not limited to, restricting access to employees, contractors, and agents who need to know such information for the purposes of this MoU and who are bound by confidentiality obligations.
- (d) Duration: Maintain the confidentiality of the information for a period of [insert duration, e.g., two years] following the termination or expiration of this MoU, or as specified in the applicable software license agreements, whichever is longer.

(e) Return or Destruction of Information: Upon termination or expiration of this MoU, return or destroy all Confidential Information received from the other Party, except where retention is required by law or as necessary to comply with the terms of the software license agreements.

U. S.S. MW19 Signature of The Principal, 10/07/124

Date:

K.S.R.M COLLEGE OF ENGINEERING (AUTONOMOUS)

Yerramasupalli, Chinthakommadinne, Kadapa, Andhra Pradesh – 516005 Signature of the Institute Head,

Date:

GOVT. TOOL ROOM AND TRAINING CENTRE, MYSORE Plot No.93&94, Belagola Industrial Area,

Plot No.93&94, Belagola Industrial Area, Off KRS Road, Mysuru, Karnataka-570016



