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Memorandum of Understanding

Between

K.S.R.M. College of Engineering (Autonomous)

&

ThinkIoT Solutions Pvt. Ltd

This Agreement made and entered into on this 14th day of September, 2020 between KSRM College of Engineering(KSRM) situated at Yerramasupalli, C.K. Dinne, Kadapa, Andhra Pradesh 516003, an Autonomous Institute of research & engineering importance Affiliated to JNTU Ananthapuramu and ThinkIoT Solutions Pvt Ltd (hereinafter called " ThinkIoT " which expression shall include its successors and permitted assignees) with its registered office at Dilsukhnagar, Hyderabad 500060.

1. OBJECTIVES OF THE MOU

The objective of this Memorandum of Understanding is:

- a. to promote interaction between KSRM and ThinkIoT in mutually beneficial areas.
- b. to provide a strong platform in research & development for the students.
- c. to provide an incubation for mutual benefit of KSRM & ThinkIoT

2. PROPOSED MODES OF COLLABORATION

KSRM and ThinkIoT propose to collaborate through:

- a. Offering student internships / fellowships in two year M.Tech. and four year B.Tech programs of KSRM into in-house internships, Virtual Internships & internships at ThinkIoT for qualified students of KSRM.
- b. Sponsoring R&D projects, which may be carried out wholly at KSRM or at premises of ThinkIoT or partly at KSRM and partly at ThinkIoT.
- c. Training students through Continuing Education Programmes conducted by THINKIoT in areas of interest to KSRM & latest in the IT industry.
- d. Training students for future ready technologies & providing associated certifications.

- e. Any other appropriate mode of interaction agreed upon between KSRM and ThinkIoT.

Each of the above modes of interaction will be initiated by entering into a separate agreement between the two parties.

3. FORMS OF RESEARCH AND DEVELOPMENT PROGRAMS

The form of any of the said Research and Development Program will be subject to a separate Research Agreement entered into by the Parties but may also include the following:

- a. **Regular Model** - The performance of research individually by each Party or concurrently by both Parties in mixed groups at their own facilities with regular exchange of results.
- b. **Incubation Model** - 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.

4. AGREEMENTS FOR RESEARCH COLLABORATION

Each research collaboration undertaken by the parties hereunder shall be initiated by the signing of a separate research agreement between the parties, which will describe in detail:

- a. The nature, scope and schedule of the Research/Training collaboration.
- b. The form of the Research/Training collaboration.
- c. The estimated cost of the Research/Training 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 ThinkIoT Incubation Center for KSRM and 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 for a period of two years 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 fifteen 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 already known or become 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.

6. NON-EXCLUSIVITY

The relationship of the parties under this MOU shall be nonexclusive 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 two 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 90 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 Research Agreement, Confidentiality clause as referenced in clause 6 above, or any other agreement entered into 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. Both the parties will establish committees for the execution of the MOU, from KSRM the MOU is executed by the Principal of the college with the governing body from the college. The governing Body is headed by the chair person **Dr. K. Amaresh** (Professor & HoD - Electrical & Electronics Engineering) and the members of the governing body are **Sri N. Siddhik**, Assistant Professor and **Sri G. Hussain Basha**, Assistant

Professor. From Think IoT the MOU is executed through S. Bhavani Shankar (Director ThinkIoT) with the ThinkIoT team.

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. COSTS OF THE MOU

Each Party shall bear the respective costs of carrying out the obligations under this MOU.

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:

KSRM College of Engineering

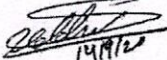
By : V. S. S. Murthy

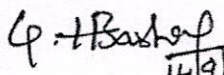
Name : Dr. V.S.S. Murthy

Title : Professor & Principal

Date : 14th September 2020

Witness: **K.S.R.M. COLLEGE OF ENGINEERING
KADAPA - 516 003. (A.P.)**

1. N. Siddhik 
14/9/20

2. G. Hussain Basha 
14/9/2020.

On behalf of:

ThinkIoT Hyderabad

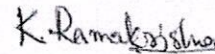
By : 

Name : S Bhavani Shankar

Title : Director- ThinkIoT

Date : 14th September 2020

Witness:

1. K. Ramakrishna 

2. Mohammed Aslam 