

# MEMORANDUM OF UNDERSTANDING

**BETWEEN**



Sagi Rama Krishnam Raju Engineering College  
Bhimavaram, Andhra Pradesh, India 534204

**AND**



**MICROL AQUA LAB**

## **Collaboration Agreement cum Memorandum of Understanding**

This Agreement cum Memorandum of Understanding (“MOU”) is made on 18 day of FEBRUARY, 2021 (“Effective Date”) between

**Microl Aqua Lab** engaged in health care of aquatic/marine life and water quality testing and management located at 1<sup>st</sup> floor Bhagavan Plaza, Juvvalapalem Road, Above Bhagavan Traders, Balusumoodi, Bhimavaram.

AND

**Sagi Rama Krishnam Raju Engineering College (SRKR Engineering College)**, at its various engineering and sciences departments is charged with responsibility of training technical and scientific manpower in various front-line areas of importance for the Nation and is also contributing to the rapidly growing scientific and technological knowledge and professional excellence in Science & Technology by undertaking industrial & applied research and consultancy.

WHEREAS, both SRKREC and Microl Aqua Lab, now

- Recognizing the importance of research and development in the areas aqua farming and their wellbeing, by collaborative knowledge sharing with students.
- Appreciating the need for creation of large reservoir of highly automated systems in the field of farming.
- Desiring to club their efforts by pooling their expertise and resources,

INTEND to form a nucleus for promoting excellent quality technological innovations in the fields of engineering, technology and sciences with special emphasis on Internet of Things (IOT) based systems and related fields etc.

NOW, THEREFORE, in consideration of the mutual promises made herein and of good and valuable consideration, the receipt and sufficiency of which both SRKREC and Microl Aqua Lab hereby acknowledge, SRKREC and Microl Aqua Lab hereby 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 SRKREC and Microl Aqua Lab for enhancing, within the country, the availability IOT based systems and qualified manpower in the areas of aqua farming in rural areas without any prejudice to prevailing rules and regulations in SRKREC and Microl Aqua Lab without any disregard to any mechanism evolved and approved by the competent authorities under Govt. of India in so far as such mechanism applies to SRKREC and Microl Aqua Lab. The areas of cooperation can be extended through mutual consent.

## ARTICLE-II: SCOPE AND TERMS OF INTERACTIONS

Both SRKREC and Microl Aqua Lab shall encourage interactions between the Staff members along with students and Technical staff at both the respective 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) Practical training of SRKREC students at Microl Aqua Lab;
- d) Joint guidance of student projects/thesis in Aqua Farming and other areas of national interest at SRKREC by Microl Aqua Lab on mutually agreeable terms.
- e) Microl Aqua Lab may seek assistance/guidance of SRKREC faculty member/s in product/process modification, modernization, trouble shooting, etc.
- f) Would allow the industrial visits of students for half/full day to provide them with an exposure to various equipment, instrument, production processes, safety precautions, mock fire and hazard drills etc.,
- g) Microl Aqua Lab may showcase its business activities at the seminar/workshop/conference, etc. at SRKREC.
- h) The students will carry out part of their Ph.D. research work or M.Tech./B.Tech. project at SRKREC and Microl Aqua Lab depending on the nature of the work as per rules of the respective institute depending on facilities and requirements.
- i) There will be no restriction on the contents of the thesis and on publication of results of the thesis, subject to the condition that no Intellectual Property Rights can be secured for any part of the work which will be decided with mutual consent.
- j) Both SRKREC and Microl Aqua Lab will be free to independently carry out follow-up research on the thesis work conducted under this scheme.

- k) If the outcome of a project related to product development, process technology and design etc. which involves matter of secrecy and concern with security of the State and the Country, the same will not be allowed for publication/printing in any form such as Electronically/verbal, etc. If the outcome of a project results into an intellectual property, for which rights can be secured, it will be decided on case to case basis. Similarly, sharing of expenditure in securing such rights and income accrued through royalty etc., by the parties under the law will be decided on case to case basis after mutual consultation.
- l) Neither of the involved members of the MOU will publish the work carried out without knowledge of the other.
- m) In any of the activities mentioned above, wherever financial aspects are involved, amount, payment conditions, etc. would be spelt out clearly before starting the activity.

#### ARTICLE-III : SHARING OF FACILITIES

- a) SRKREC and Microl Aqua Lab shall make provisions to share their respective important R&D facilities in order to promote academic and research interaction in the areas of cooperation.
- b) SRKREC and Microl Aqua Lab 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/section.

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

- a) The collaborative programme between SRKREC and Microl Aqua Lab 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 Institutions.

#### 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 Microl Aqua Lab and SRKREC.

#### 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 SRKREC and Microl Aqua Lab 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 SRKREC and Microl Aqua Lab 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.

Further both SRKREC and Microl Aqua Lab 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 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, is already in the rightful possession of the receiving party prior to its receipt of such data or information;
- (b) is independently developed by the receiving party without reference to the confidential information of the disclosing party
- (c) is rightfully obtained by the receiving party from a third party or is in the public domain
- (d) is disclosed with the written consent of the party whose information it is, or
- (e) 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

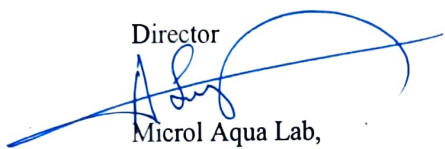
- a) This agreement shall take effect and be construed in accordance with the Laws of India and be subject to the jurisdiction of the courts at BHIMAVARAM.
- b) The dispute or difference whatsoever arises between PARTIES in relation to or in connection with this AGREEMENT both the parties shall first try to resolve the dispute/difference amicably between themselves, failing which the matter shall be referred to and settled through arbitration. The arbitration proceedings shall be held in accordance with the provision of Indian Arbitration and Reconciliation ACT, 1996. The venue of arbitration shall be Hyderabad and Language of arbitration shall be English.

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 SRKREC and Microl Aqua Lab 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 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.

Director

  
Microl Aqua Lab,  
1<sup>st</sup> floor Bhagavan Plaza,  
Juvvalapalem Road,  
Balusumoodi,  
Bhimavaram

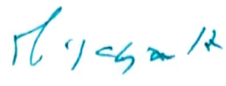
Witness

1.   
N. SIVAKISHAN  
Asst Prof. CE

2.   
VVM KRISHNA  
Asst prof. Mech

Date: 18/2/21

Principal

  
Sagi Rama Krishnam Raju Engineering College,  
Bhimavaram,  
Andhra Pradesh.  
PIN 534204

Witness

1. Dean R&D

  
2. Head of Mechanical Department.

Date: 18/2/21