

MEMORANDUM OF UNDERSTANDING

BETWEEN



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

AND



BINDHU INDUSTRIES

Rs No. 69/1, 2, 2A, 2C, Komarada Village
West Godavari District, Bhimavaram - 534208, West Godavari, Andhra Pradesh, India

PREAMBLE

Whereas, Sagi Rama Krishnam Raju Engineering College, Bhimavaram, 534 204 (SRKREC) 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, BINDHU INDUSTRIES is engaged in design and manufacturing of the finest grade Paddle Wheel Aerator, Aerator Spare Parts and Fixed Aerator, research, design and development in the field of aquaculture and related fields.

WHEREAS, both SRKREC and BINDHU INDUSTRIES, now

- Recognizing the importance of research and development in the areas of agriculture and aquaculture, as well as imparting industrial training to the engineering/technology/sciences students, etc.
- Appreciating the need for creation of large reservoir of highly qualified manpower in all fields related to design and manufacturing of parts related to aquaculture
- 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, technology and sciences with special emphasis on manufacturing of parts related to aquaculture 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 BINDHU INDUSTRIES hereby acknowledge, SRKREC and BINDHU INDUSTRIES 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 BINDHU INDUSTRIES for enhancing, within the country, the availability of highly qualified manpower in the areas of development in the areas of agriculture and aquaculture without any prejudice to prevailing rules and regulations in SRKREC and BINDHU INDUSTRIES 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 BINDHU INDUSTRIES. The areas of cooperation can be extended through mutual consent.

ARTICLE-II: SCOPE AND TERMS OF INTERACTIONS

Both SRKREC and BINDHU INDUSTRIES shall encourage interactions between the Engineers, Scientists, Research fellows, faculty members and students at 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) Practical training of SRKREC students at BINDHU INDUSTRIES;
- d) Joint guidance of student projects/thesis in design and manufacturing of parts related to aquaculture and other areas of national interest at SRKREC by BINDHU INDUSTRIES on mutually agreeable terms.
- e) BINDHU INDUSTRIES would accommodate B.Tech. students who have completed the 6th semester of their programme in such a number that BINDHU INDUSTRIES deems convenient to it for the purpose of imparting industrial training.
- f) BINDHU INDUSTRIES may depute its personnel as visiting faculty at SRKREC to teach any of the regular Course or specialized topics.
- g) BINDHU INDUSTRIES personnel, as well as research scholars, may also be allowed to enroll for their Ph.D./M.Tech. (Research) at SRKREC, subject to availability of seats, research facilities and subject to their fulfilling eligibility criteria and all other academic regulations of SRKREC and the affiliating university. Further, BINDHU INDUSTRIES may request to design and teach a Course or Courses which it deems fit to enhance quality and performance of its employees. Such Courses maybe run at any mutually convenient premises.
- h) BINDHU INDUSTRIES may seek assistance/guidance of SRKREC faculty member/s in product/process modification, modernization, trouble shooting, etc.
- i) 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.,
- j) BINDHU INDUSTRIES may showcase its business activities at the seminar/workshop/conference, etc. at SRKREC.
- k) BINDHU INDUSTRIES may avail library, Internet, computational facilities at SRKREC.
- l) Post-graduate student will be allotted a Research supervisor from SRKREC faculty members. A Research Scientist/Engineer at BINDHU INDUSTRIES may be appointed a Co-research guide as per the rules of the respective institute for a student Registered for Ph.D/ M.Tech (Regular or Research) degree at SRKREC. The student maybe encouraged to take up the project such that BINDHU INDUSTRIES desirably benefits from its outcomes.
- m) The students will carry out part of their Ph.D. research work or M.Tech./B.Tech. project at SRKREC and BINDHU INDUSTRIES depending on the nature of the work as per rules of the respective institute depending on facilities and requirements.
- n) 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.
- o) Both SRKREC and BINDHU INDUSTRIES will be free to independently carry out follow-up research on the thesis work conducted under this scheme.
- p) 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.

- q) Research supervisors from both the entities will be the corresponding authors in any publication resulting from the collaborative work. All the efforts put by the student/s as a part of this MoU will be accounted for by way of reporting the work in thesis and/or paper publication except the part for which IPR needs be claimed.
- r) Neither of the supervisors will publish the work carried out under this MoU without knowledge of the other.
- s) 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 BINDHU INDUSTRIES 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 BINDHU INDUSTRIES 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 organisations. However, responsibility for safety of software and other materials during the exchange will rest on respective Head of academic department/section.
- c) SRKREC and BINDHU INDUSTRIES shall provide access to the library facilities to scientists, members of faculty and students as per the prevailing rules and norms in the respective organisations.

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

- a) The collaborative programme between SRKREC and BINDHU INDUSTRIES 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 BINDHU INDUSTRIES 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 BINDHU INDUSTRIES 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 BINDHU INDUSTRIES 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 SRKREC and BINDHU INDUSTRIES 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,

- (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 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.

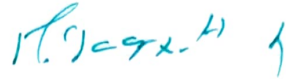
ARTICLE-X: MISCELLANEOUS

- a) The headings and sub-headings are inserted for convenience only and shall not affect the construction of this Agreement.
- b) Both SRKREC and BINDHU INDUSTRIES 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
BINDHU INDUSTRIES
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Principal
Sagi Rama Krishnam Raju Engineering College
West Godavari, Andhra Pradesh, India
Bhimavaram, Andhra Pradesh -534204

Witness

1. 
N. SIVAKRISHNAN
Asst. Prof. CE

2. 
VVMK RAZU
Asst prof Mech

Date: 18/2/21

Witness

1. 
Dean R&D

2. 
Head of Mechanical Department.

Date: 18/2/21