



తెలంగాణ తేలంగానా TELANGANA

SI No. 522 Date 17/02/2021 Rs. 100

Signature K. Lakshminath

Signature Late Gurusaraj Rao

BYRRAJU FOUNDATION.

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MEDURI SRINIVASA RAO 18-7-18-47  
LICENCED STAMP VENDOR  
Lic. No. 15-10-010/2011  
Ren. Lic. No. 15-10-61/2020  
H. No. 118, Gokul Plots, Hafeezpet,  
Hyderabad. Phone: 9000237969

## Collaboration Agreement cum Memorandum of Understanding

This Agreement cum Memorandum of Understanding ("MOU") is made on 26<sup>th</sup> day of February, 2021 ("Effective Date") between

**BYRRAJU FOUNDATION**, a Foundation registered during 2001 as a Trust under Indian Trusts Act, 1882, having its registered office at Satyam Enclave, 2-74, Jeedimetla Village, near Kompally, NH44, Hyderabad-500 055, Telangana, India (hereinafter referred to as "**BRF**") whose expression shall mean and include its successors and permitted assignees), as First Party on one part.

AND

**Sagi Rama Krishnam Raju Engineering College (SRKR Engineering College)**, a co-educational, independent and private Engineering College established in 1980 to provide quality technical education to students and having its office at Chinna Amiram, Bhimavaram – 534204, hereinafter referred to as "**SRKR**", represented by its authorized signatory i.e. Principal as the Second Party, on the other part.

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## 1. GENERAL

This MOU is governing the responsibilities of **BRF** and **SRKR College** in collaborative research studies in livestock and allied sectors by utilizing the expertise and infrastructure available in the University.

**Byrraju Foundation (BRF)** is a not-for-profit organization registered under India Trusts Act 1882, providing various services to the rural communities. BRF promotes collective thinking in realizing transformation process and strongly believes in collaborative efforts to sustain the development process. With an objective of transforming the rural areas, it carries forward various development initiatives focusing on Social, Economical, Environmental and Digital (SEED) empowerment process keeping the Digital Empowerment at its center.

**SRKR College** is an autonomous body which is registered under section 2(f) of the UGC Act and is eligible to receive central assistance under section 12(b) of the UGC. Currently it is also offering post-graduate courses in the field of engineering and recognized as Scientific and Industrial Research Organisation. SRKR College is also recognized by Engineers India Limited. SRKR College was accorded permanent affiliation by Andhra University for four-year Engineering graduation courses.

This MOU shall serve as a framework agreement and both Parties i.e., **BRF** on one part and **SRKR College** on the other part shall be responsible for the execution of mutually agreed programs to undertake action research & extension projects, defining the areas of interest and cooperation that contributes to the objectives of both the parties with mutual agreements in writing which shall contain the technical programme and other implementation terms and conditions. Such research and extension projects agreements shall form part of this MOU and be governed by the terms of this MOU. The parties do not undertake to agree on any specified number of research projects agreements but would continue the efforts as the situation arise.

Neither this agreement, nor any activities described herein, shall be construed as creating a partnership, joint venture, agency or other such further relationships. Both the parties agree that this agreement represents a non-exclusive relationship between the parties and nothing contained herein shall preclude either party from participating/initiating similar relationships with third parties.

This MoU is not intended to and does not create any right, benefit, or trust responsibility substantive or procedural, enforceable at law or equity, by either party, its officers, employees or agents against the other party, its officers, employees or agents. This MoU does not obligates either party to commit or transfer any funds, assets or other resources in support of the projects or any other activities between the parties unless there is specific addendum made thereof in specific expressly stated quoting this agreement.

**The primary areas of cooperation would cover the following:** The two parties would work mutually to contribute to various fields of rural development by engaging graduate students as needed. Under this collaboration agreement both the parties may use their abilities, leverage resources that creates opportunity to carryout action research, facilitate internships, promote hands-on experience on developing various digital technologies, extension support, undertake studies with associated platforms and communities. The scope of the activities includes the following, not limited, but can expand as it necessitates in future course of time through appropriate amendments made from time to time to provide services at the community level. This shall help both BRF and SRKR College supporting each other with mutual learning and accomplishment.

- ✚ Facilitate summer internship program for the students of second, third year undergraduate program that would provide hands-on experience in various fields with a focus on development of technology tools and products.
- ✚ Involve students to explore on various nuances of technologies, latest tools, gadgets, designs and be part of competitive events, contests and seminars.
- ✚ Exposure to the action research initiatives in specific fields of rural development through exchange of ideas for the gainful knowledge in the given context.
- ✚ Providing guidance, mentorship on project development, execution activities with the business and entrepreneurial mode of operations for the students.
- ✚ Promote volunteerism among the students for facilitating various rural development activities and increase social responsibility among them.
- ✚ Extend invitations for attending scholarly and technical meetings as well as national and international conferences, exchange scholarly information including research papers etc.,

## 2. CONFIDENTIALITY

Each party shall maintain complete confidentiality of any information of the other, disclosed during the term of this agreement. Both parties undertake to

- i) Hold all the information in strictest confidence.
- ii) Not to disclose such information either in whole or in part to any person or institutions other than its own officers, employees and agents who need to know the confidential information for the purpose authorized hereunder provided that such officer, employee or agent has agreed in writing to maintain the solitude of the confidential information in accordance with the terms hereof.
- iii) Not to use any such information for any purpose whatsoever serve as may be strictly necessary for the performance of this agreement.

For the avoidance of doubt, all information related to **BRF** intellectual property rights and all data arising in relation to this MOU, shall be deemed as confidential information under this MOU.



### 3. INTELLECTUAL PROPERTY RIGHTS

All intellectual property rights involved including the intellectual property rights to the technology products which are facilitated by **BRF** would remain with **BRF**. Nothing in this MOU shall be construed as a transfer of any intellectual property rights, or a license of such rights, to SRKR College. IPR titles or ownership of any products, proprietary information or technology tools, processes, utilities and methodology including any BRF proprietary products and components thereof used hereunder or development of any deliverables and all the new ideas, innovations, conceived developments will not be transferred from BRF to the SRKR College in account of use of the same as part of any work under this Agreement and shall always remain with BRF.

In no event shall either party be liable for any indirect, incidental, special, consequential damages, including but not limited to, loss of profits, revenue, data incurred by the other party in connection with, arising out of or under this agreement save for any such loss suffered resulting from willful and negligent act of omission of either of the parties.

### 4. FINANCIAL DEALINGS.

As the nature of this MoU is a non-financial one, there shall not be any financial obligations/dealings and communications related to budgets between BRF and SRKR College or its associated wing, that plays role, as part of this collaboration agreement. However, in case of necessity arises on any such mobilization/sharing of costs, both the parties shall come to an agreement describing the flow of funds and shall maintain the financial statements, as agreed thereof.

### 5. GRANT PROPOSALS

Both Parties will involve in writing national or international Project proposals that are mutually interesting and pursue in obtaining the grants related to livestock/animal healthcare. The funded projects will be carried out as per the mutual consensus, agreements made between SRKR College and **BRF** grant policies. Upon realization of such grant proposals, both parties may enter into specific written agreements under authority of this MoU to clarify and define the nature, extend and terms of operation for the proposed collaborations, including intellectual property ownership and fund management issues.

### 6. DURATION

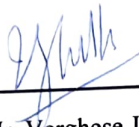


This MOU will be in effect initially for a period of 5 years from the Effective Date and shall only be renewed if so agreed by both the parties through an amendment agreement. The MoU may also involve parties by mutual consent, which may be added later by written addendum to this MoU. Either party may terminate the MOU at any time by a written notification with 3 month notice period, signed by the authorized official of the party initiating such notice. However, obligations and commitments already contracted for and involving both parties shall be honored and continued by both parties until such commitments are completed.





## 7. DISPUTES, APPLICABLE LAW

Any dispute arising during operation of the MOU shall be settled through mutual consultations and agreement. Both **BRF** and **SRKR College** agree to act in good faith in trying to resolve any disputes that may arise. Any dispute shall be resolved amicably by good faith consultations of **BRF** and **SRKR College**. In case it is not resolved mutually then a committee constituted between the two parties nominated by SRKR and another by **BRF** shall decide the matter and the decision of the committee shall be final.

This MOU and any dispute, controversy, proceedings or claim or whatever nature arising out of or in any way relating to this MOU or its formation shall be governed by and construed in accordance with the laws of India, without regard to the principles of conflict of law. All requests, and related correspondence and other communications under this agreement or in connection herewith shall be given to or made upon the respective parties for the said registered office addresses given in the MoU.

<p>Byrraju Foundation</p> <p>By: </p> <p>Name: Mr. Verghese Jacob</p> <p>Title: Chief Integrator</p> <p>Satyam Enclave, 2-74, Jeedimetla Village, Kompally, NH-44, Hyderabad – 500 055</p> 	<p>SRKR College</p> <p>By: </p> <p>Name:</p> <p>Title: The Principal, China Amiram, Bhimavaram, West Godavari District – 534 204</p>
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### Witness

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(Dr. K. BRAHMA RAJU)