

കേരളം കേരल KERALA

Memorandum of Understanding

DU 777836

This Memorandum of Understanding is entered into at Thiruvananthapuram on this ... Day of June 2022.

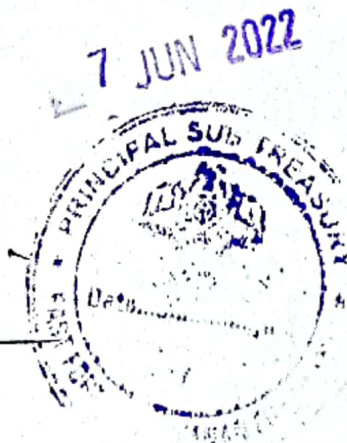
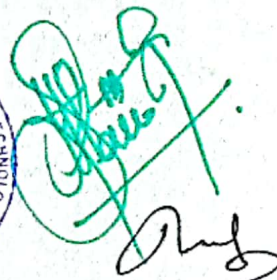
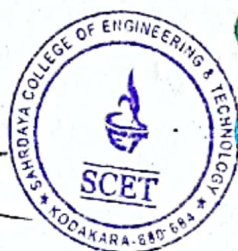
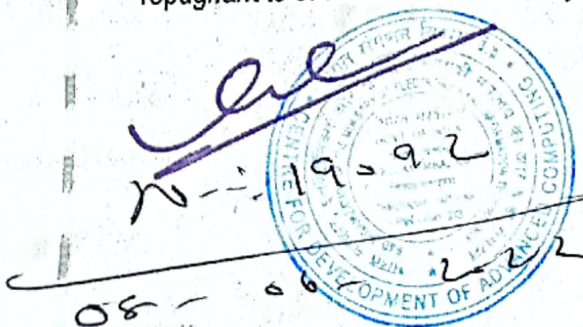
BETWEEN

Sahrdaya College of Engineering and Technology, hereinafter referred to as SAHRDAYA, which expression shall, unless it be repugnant to the context or meaning thereof to be deemed to mean and include their heirs, executors, successors and assigns, represented by Executive Director, Sahrdaya College of Engineering and Technology, College Road, PB NO 17, Kodakara, 680684 of the ONE PART,

AND

Centre for Development of Advanced Computing, Vellayambalam, Thiruvananthapuram a Constituent Unit of C-DAC, A Scientific Society under the Ministry of Communications and Information Technology, Government of India, registered under the Societies Registration Act of 1860 and Bombay Public Trusts Act of 1950, having its Registered office at Savitribhai Phule, Pune University Campus, Ganesh Khind, Pune-411007 hereinafter referred to as C-DAC(T) which expression shall, unless it be repugnant to or inconsistent with subject or context thereof, include and be deemed to include their heirs, executors, successors or administrators and assigns, represented by The Director, C-DAC(T) of the OTHER PART.

Either one will be referred as "party" and both will be referred as "parties" unless it be repugnant to or inconsistent with subject or context thereof.





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1. AREA AND SCOPE OF COOPERATION

The purpose of this Memorandum of Understanding (hereinafter referred to as MoU) is to formally express the mutual wish of SAHRDAYA and C-DAC(T) to associate in the studies and research in the subject areas of Cyber Security and Forensics, Cyber Law, Software Technologies, Cloud Computing, GIS Technology, 5G Networks, Power Electronics, Control Systems and Instrumentation, VEGA Processor based Microcontrollers and System-on-Chips and in the efforts of Collaborative Teaching, Research and Development. This is a legally non-binding agreement, which outlines an intention to promote collaboration between the two parties for a socially productive cause. This document would be followed by an Agreement, in future, specifying the areas of collaboration and sharing, which will have the legal binding.

Generally speaking, and within the limits of the financial means of each party, the cooperation will take the following form, as per the mutually agreed terms & conditions, from time to time:

1. Expert Lectures: C-DAC (T) nominate its scientists/engineers to deliver expert lectures in the areas of Cyber Security and Forensics, Cyber Law, Cloud Computing, Information Security, Power Electronics, VEGA Processors, Renewable Energy and allied fields and any emerging topics suited to the requirements of B.Tech/M.Tech/Ph.D programmes conducted by SAHRDAYA, at the discretion of C-DAC (T).
2. Collaborating in R&D Projects: SAHRDAYA has expertise in the areas of different disciplines of Computer Science and Engineering, Electronics and Communication Engineering, Biomedical Engineering, Electrical Engineering, Mechanical Engineering, and Civil Engineering and can take up project modules of C-DAC (T). C-DAC (T) and SAHRDAYA may also prepare joint project proposals and approach funding agencies for sponsoring the research and development projects.



3. SAHRDAYA may request C-DAC(T) for setting up facilities in advanced areas on its campus as per the needs of the institution and the cost of these may be worked out on mutually agreeable terms
4. Joint Programmes: take efforts in organising joint conferences, methodology workshops, professional development programmes, training programmes, Hackathons etc. for the benefit of the research community
5. Student Projects: C-DAC (T) may offer the topics for the student projects at the B.Tech and M.Tech level for the students of SAHRDAYA.
6. Activities: SAHRDAYA to consult and take approval from CDAC(T) before publishing any information derived as part of the joint activities.
7. Development: CDAC (T) to support SAHRDAYA by providing evaluation boards and training in the development of technological solutions using the indigenous processor families.
8. Industrial training: C-DAC (T) may make offers for the industrial training (internships) for the students of SAHRDAYA for the benefit of enhancing the professional development of the students or as part of curriculum requirements of B.Tech and M.Tech Programmes.
9. Preplacement trainings: The students of B. Tech programme may be given preplacement training on relevant domains of technical skills under a programme custom designed as per market requirement.
10. Training: C-DAC (T) may offer training programs to the students and faculty of SAHRDAYA
11. Faculty Exchange: Wherever possible, parties support each other in different teaching, research, development, and professional training activities.
12. Collaboration: Either party will extend invitation to the teachers/researchers/ developers of the other party to participate in seminars, conferences, courses and meetings on research themes of common interest.
13. Joint Guidance: Subject to relevant academic regulations, parties will promote co-direction or co-supervision of master's dissertation works and doctoral researches.
14. Any other project of common interest suggested by either of the two parties.

2. PERIOD

The present Memorandum of Understanding takes effect as from the date of signature of this Memorandum of Understanding by both parties and remains valid for a period of 3 years. It can be renewed, on expiry of this term, for one or several terms, if admissible by both parties. If one party plans to withdraw from the agreement, it must give notice in writing 3 months in advance to the other party, on the understanding that any ongoing actions should be carried through to a successful conclusion. Notwithstanding anything given in this MoU, both parties can together decide to close the MoU if they arrive at conclusions.

3. DISPUTE RESOLUTION AND ARBITRATION

In the event of dispute or a difference of any nature whatsoever, between the parties during the course of performance of the respective obligations arising out of the agreements made pursuant



to this MoU, the parties will agree to refer the matter to the Heads of the Institutions to resolve the disputes, keeping in view the best interest of the parties and to maintain the spirit of performance of this agreement. If any dispute still persists, it shall be governed by the provisions of alternate dispute resolution and settled in accordance with the relevant provisions of Arbitration and Reconciliation Act 1996/as amended from time to time. If any judicial proceedings arise, it shall be conducted in English and the same shall be in the appropriate courts in Thiruvananthapuram, Kerala.

4. FORCE MAJEURE

Without prejudice to accrued liabilities and rights, no party shall have any liability, whatsoever, to the other party or be deemed to be in default by reason of delay or failure in performance under this MoU, to the extent that such delay or failure is caused by or arises from acts or circumstance or events beyond the reasonable control of that party, including but not limited to Acts of God, Acts or Regulations of any governmental authority, war or national emergency, accident, flood, fire, riot, strikes, lock-outs, industrial disputes, natural catastrophes or epidemics/pandemics, Court Orders etc. Each Party shall bear its own losses arising from such force majeure event(s), if any.

5. SEVERABILITY

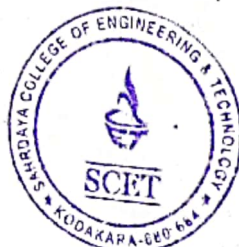
If any part of this Agreement is found by a court of competent jurisdiction or other competent authority to be invalid, unlawful or unenforceable, then such part will be severed from the remainder of this Agreement which will continue to be valid and enforceable to the fullest extent permitted by law.

6. INTELLECTUAL PROPERTY

All prior information, Intellectual Properties(IP) such as patents, design and data existing with either party before the signing of this MoU (pre-existing IP) shall be the sole property of the party concerned. All IP including, design information, designs, copyrights, software architecture, framework, source codes and data generated through the collaboration or patents under this MoU shall be held as per the mutually agreed terms, which shall be arrived at before approaching the registering authorities for protection of the IP. This agreement shall be specifically made in writing and shall also contain the terms of joint ownership of the IP as per the guidelines of the funding agency, if such an agency is involved in the implementation of the specific project from which the IP has been generated.

The terms and conditions of this MoU shall not be disclosed to any third parties by any party of this MoU without the prior written consent of the other party. Either party shall, however, allow, without prejudice, other party to cite the existence of the MoU in their official reports.

This Memorandum of Understanding shall be governed by the laws of Union of India and State of Kerala and shall be under the superintendence of the parent bodies of the parties.

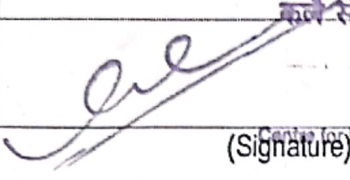
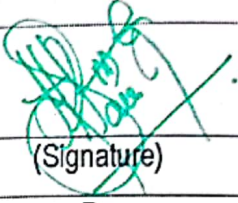
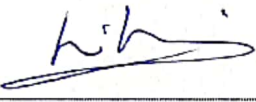



A handwritten signature in green ink, consisting of stylized cursive letters.

IN WITNESS WHEREOF, the parties hereto have caused this Memorandum of Understanding (MoU) to be executed in duplicate, through their representatives at Thiruvananthapuram in the day and year first above written:

Now the Memorandum of Understanding witnesses as follows

Authorized Signatories:

For and on behalf of C-DAC(T)		For and on behalf of SAHRDAYA	
 कलै सेल्वन ए. / Kalai Selvan A. वैज्ञानिक जी / Scientist G निदेशक / Director प्रगत संगणन विकास केन्द्र (Centre for Development of Advanced Computing) वेल्लयंबलम, तिरुवनन्तपुरम Vellambalam, Thiruvananthapuram		 (Signature)	
Name: Mr. Kalai Selvan A		Name: Rev. Fr. George Pareman	
Designation: Director, C-DAC(T)		Designation: Executive Director, SAHRDAYA	
Place: Thiruvananthapuram		Place: Kodakara	
Witnesses:		Witnesses:	
 (Signature)		 (Signature)	
Name:	LIBIN T T	Name:	D. NIXON KURUVILA
Designation:	Scientist. F.	Designation:	PRINCIPAL

