

This Agreement is made and entered into on this 20<sup>th</sup> day of April, 2019 between Malla Reddy College of Engineering (MRCE) situated at Maisamaguda, Dhulapally, Hyderabad 500 100 (an Institute of research & engineering importance with permanent Affiliation to JNTU Hyderabad and NBA accredited) and DevSpark IT Solutions(DSIT) with its registered office at Dilsukhnagar, Hyderabad 500 035.(A leading learning services provider and authorized/associated with Microsoft, BlockChain Council, Global Tech Council, HP, Microfocus certification, etc.)

## 1. OBJECTIVE OF THE MOU


The objective of this Memorandum of Understanding is:

- A. to promote interaction between MRCE and DSIT in the mutually beneficial areas of student development.
- B. to provide a strong platform in research & development for the students & faculty of MRCE.
- C. to provide an incubation for mutual benefit of MRCE & DSIT
- D. to offer internships/industry exposure through various offerings of DSIT

## 2. PROPOSED MODES OF COLLABORATION

MRCE and DSIT propose to collaborate by:

- A. offering internships/fellowships for two year M.Tech. and four year B.Tech programs(Includes Diploma through enrolled) registered students of MRCE for in-house internships at MRCE, Virtual Internships & also internships at DSIT for the qualified.
- B. sponsoring R&D projects, which may be carried out at MRCE or in the premises of DSIT or partly at MRCE and partly at DSIT.

  
Principal  
Malla Reddy College of Engineering

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- C. training students through Continuous Educational Programmes conducted by DSIT in areas of interest to MRCE & modern in the industry.
- D. training students for future ready technologies & providing associated certifications from Microsoft, MicroFocus, HP, Blockchain Council, Global Tech Council, Autodesk, etc.
- E. any other appropriate mode of interaction that is agreed between both MRCE and DSIT.

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**

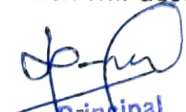
Any of the said Research and Development Programs (hereinafter referred to as "DevSparkZ Programs") will be subject to a separate research and development agreement entered into by the Parties but may also include the following:

**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.

**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 and development agreement between the parties which will describe in detail:

  
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- A. the nature, scope and schedule of the Research and Development/Training collaboration.
- B. the form of the Research and Development/Training collaboration like trainings, seminars, workshops, hackathons, internships, etc.
- C. the estimated cost of the Research and development/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 belongs to DSIT Incubations or MRCE based on the agreement signed for the respective programs.
- 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 laws for respective agreements.

## 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,



**Principal**  
Malla Reddy College of Engineering





## 6. NON-EXCLUSIVITY

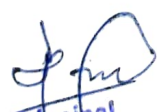
The relationship of the parties under this MOU shall be nonexclusive and both parties, including their affiliates, subsidiaries and divisions, are free to pursue other agreements or collaborations of any kind. However, when entering into a particular research agreement, the participants may agree to 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 after 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 MRCE the MOU is executed by the Principal(Dr. John Paul) of the college and from DSIT the MOU is executed by CEO of DSIT(Mr. K. Naga Kumar). The principal with a dedicated governing body from the college and CEO with his dedicated team will collaborate for the execution.

  
Principal  
Malla Reddy College of Engineering  
DevSpark  
Authorised

## 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. Commercial for the collaborations and programs will be discussed and agreed as per the extended agreement perused during the MOU period of two years.

## 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:


**Malla Reddy College of Engg**

By :

Name :

Title :

Date :

  
T.V. Reddy  
20/4/2019

On behalf of:

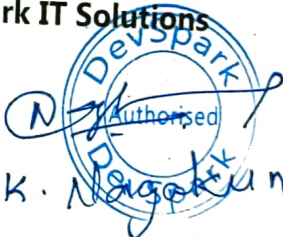
**DevSpark IT Solutions**

By :

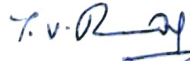
Name :

Title :

Date :

  
K. Nagakumar  
CEO & MD  
20/04/2019

Witness :

1.   
(T.V. REDDY)

2.