

## Memorandum Of Understanding

This Memorandum of Understanding ("MoU") was entered on this day the 15<sup>th</sup> of February 2021

between

Manisri Engineering Industries, hereafter referred to as MEI, H.No:1-9-431/14, Bhavani Nagar, Kushaiguda, ECIL (Post), Hyderabad-500 062- The First party

and

TKR College of Engineering & Technology, hereafter referred to as TKRCET (autonomous), Medbowli, Meerpet(V), Balapur(M), R.R.Dist – 500 097, approved by AICTE, affiliated to JNTUH, accredited by NBA and by NAAC with A grade and recognized by the Government of Telangana-The Second party

## whereas:

TKRCET and MEI Engineering feel that there is a lot of synergy existing between the two organizations and they express a strong desire to cooperate and work in mutually agreed areas on a case-to-case basis from time to time there by collaborating and furthering industry institute efforts.

## WITNESS TO THIS AGREEMENT:

Requirements provided by MEI to TKRCET

- · Tools raw materials needed for the research and development
- Skill development through internships to students
- Sponsoring students' projects
- Industry visit
- Training program for faculty and Non- teaching staff
- Guest lecture by resource persons
- Employment opportunities for academically competent students

Facilities and Technological expertise offered by TKRCET:

- Infrastructure pertaining to material testing and analysis to be provided as and when required
- Workshops to be conducted from Technicians and Engineers in advance stage of related technology
- Imparting theoretical knowledge related to TQM, Work study and Time study
- Research inputs on how to improve the quality of production and numerical analysis
- Assisting in designing and modelling products with various modules



THIS AGREEMENT FURTHER WITNESSETH:

- No intellectual property rights of any nature shall be transferred from MEI to Institute or vice versa in the course of providing any of the services or otherwise or under the MoU. For example, MEI may use certain tools, processes, seminar materials or methodologies of its own in offering the services under this MoU. Ownership of all intellectual property rights and any other rights in these shall vest with MEIand no rights shall be deemed to have accrued to the Institute.SimilarlyTKRCET intellectual property rights with TKRCET and can be transferred to others under mutually agreed terms and conditions.
- MEI& Institute hetero acknowledge that this MoU is only brief statement of the parties herein with regard to the areas in which the services are sought and the parties agree that the terms and conditions in respect of the precise scope and extentof work to be carried out. Manner of execution of such work under each area shall be incorporated by way of a separate correspondence to be exchanged between the parties in relation to above said matters. These shall be governed by the terms and conditions embodied in the correspondence with regards to the above said areas.
- MEland TKRCET also acknowledge that some of these services agreed may require approval consent or assistance. MEland Institute further agree to fully co-operate with each other and use their best efforts to obtain such approval, consent or assistance from the third parties. Each party further agrees to fully comply with all such terms and conditions that the third parties prescribe at the time of granting such approvals, consent or assistance, Either party shall have the right to terminate this MOU at any time before the date of expiry by giving 90 days notice to the other party in writing without any cause or reason therein.
- Neither the institute nor EMIwill be an agent or legal representative or partner of the other party. Neither of them shall be responsible for the debts in incurred by the other or to be bound by any contracts or representations made by the other or any obligations undertaken by the other nor does this agreement create a joint venture or any similar relationship between them. None of the parties will make any representations pertaining to the other or its business or affairs without the express prior written consent and approval of the other.
- A committee consisting of a representative of the Institute and a representative of EMI will plan and implement the various aspects of the agreement. The traveling expenses of the member of the committee shall be borne by the respective organization.
- Either party shall have the prior written approval of the other before using the other corporate name or any trade mark assets protected by intellectual property rights but not restricted to use in any promotional material, press release advertisement and web site, etc.
- Neither party will disclose the existence or the terms and conditions of the agreement or any
  information connected with it or any information received from the other or otherwise
  during the implementation of this agreement or its subsequent amendments, if any except
  as may be required by law or on a strictly "need-to-know" basis for the purpose of
  implementing this agreement or its subsequent amendments, if any, unless express prior
  written consent of the other party Obtained in advance.



- If any of the provisions of the agreement are held to be invalid, illegal or unenforceable, this . shall not affect the validity, legality or unenforceability of the remaining provisions.
- The failure of either party to enforce any of its rights under this agreement at any time shall not constitute a waiver of the right.
- · All communications between the parties shall be in writing and in English language and all mail, notice, letter or other communication relating to the implementation of this agreement shall be sent to Manisri Engineering Industries, H.No: 1-9-431/14, Bhavani Nagar, Kushaiguda, ECIL (Post), Hyderabad-500 062.
- MEI will not be liable for any claims, similarly TKRCET not liable for any claims.
- Disputes, if any arising from the implementation of this Agreement will as far as possible be . settled amicably between the parties by mutual discussions amongst duly nominated representatives of both parties, and failing resolution by them the matter will be referred to the Chief Executive Officer of the respective party. In the event that such disputes cannot be mutually settled either party will be free to terminate this agreement by giving Ninety days written notice to the other after the foregoing procedure has been followed and has failed.
- unless previously consented to by both the parties, there shall be no assignment of any interest under this agreement by any party hereto.
- Neither party will give information about the other if asked for under RTI Act.In such situation both the parties (MEI&TKRCET) will consult each other before revealing information under RTI Act and legal advice may be sought before any further action is taken.
- This MOU does not restrict either of the party to enter into any MOU between themselves or with any other institutions.
- This MOU shall be valid for a period of 36 months from the date of execution or until exchange of correspondence as aforesaid whichever is earlier.

The above entered MOU is strictly confidential between MEIand TKRCET.

Signed by:

For MANISRI ENGINEERING INDUSTRIES

For Manisri Engineering Industries,

1.For and on behalf of Manisri Engineering Industries

Managing Director A Kavitha Proprietor

2.For and on behalf of TKR College of Engineering & Technology

Witness1: N. Venn Gom Witness2:

Witness2:

Principal PRINCIPAL

TKR College of Engineering & Technology Medbowli, Meerpet, Hyderabad