



महाराष्ट्र MAHARASHTRA

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श्री./सौ प्राचार्य

मुद्रांक विक्रेता, शेगांव

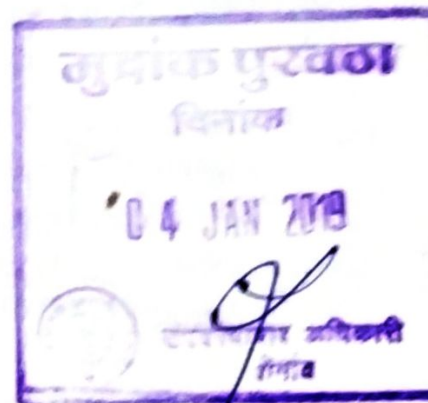
श्री संत गजानन महाराज

परवाना क्र. २/९९

अभियांत्रिकी महाविद्यालय, शेगांव

फोड नं. ६३९२००९

सुनिल मिळमचंद सोमनिस



MEMORANDUM OF UNDERSTANDING (MOU)

BETWEEN

Department of Electronics and Telecommunication,

Shri Sant Gajanan Maharaj College of Engineering, Shegaon

and

Sciencetech Technologies Private Limited, Indore

This Memorandum of Understanding is executed in The Department of Electronics and Telecommunication, Shri Sant Gajanan Maharaj College of Engineering, Shegaon on Dt. Between:

The Department of Electronics and Telecommunication, Shri Sant Gajanan Maharaj College of Engineering, Shegaon, having its principal address at Khamgaon Road, Near Krishana Cottage, Shegaon, Maharashtra 444203, INDIA.

AND

Sciencetech Technologies Private Limited, having its principal address at 94, Electronic Complex, Pardesipura, Indore, herein after referred to as Sciencetech, a company providing practical engineering solutions to the budding engineers.

WHEREAS:

- (i) The Department of Electronics and Telecommunication, Shri Sant Gajanan Maharaj College of Engineering, Shegaon, nurtures scientific manpower in the areas of Electronics and Telecommunication and takes up industrial challenges and consultancy with profounding research architects thereby contributing to our futuristic Nation.
- (ii) Sciencetech Technologies Private Limited is affianced in exploring different avenues of test analog, digital, wireless communication through IoT for building innovative solutions.

The Department of Electronics and Telecommunication, Shri Sant Gajanan Maharaj College of Engineering, Shegaon is hereinafter referred to as Shri Sant Gajanan Maharaj College of Engineering, Shegaon and Sciencetech Technologies Private Ltd. Indore is hereinafter referred to as Sciencetech. Hereafter, both are also individually referred to as 'Party' and jointly referred to as 'Parties'.

In pursuance of the aforesaid, both, Shri Sant Gajanan Maharaj College of Engineering, Shegaon and Sciencetech Technologies, hereto wish to record under this MoU, the terms of their mutual understanding in order to establish a framework for initiating innovative solutions and research in the areas of Smart Environment, Precision Agriculture, Solar and IoT Technology focusing towards:

- Research and Development in the areas of Smart Environment, Precision Agriculture, Solar and IoT.
- Exposing the students to the emerging technologies by imparting industrial training to the budding engineers.
- Appreciating and creating a large reservoir of highly qualified manpower in the functional areas of Smart Environment, Precision Agriculture, Solar and IoT
- Clubbing their efforts by pooling their expertise and resources.

INTEND to form a nucleus for promoting excellent quality manpower in the fields of Engineering and Technology with special emphasis on Smart Environment, Precision Agriculture, Solar and IoT.

This MoU sets out the frame work within which both, Shri Sant Gajanan Maharaj College of Engineering, Shegaon and Sciencetech will jointly consent and work together to explore on the scope of potential activities for mutual benefit. This MoU is for discussion purposes only and does not constitute an offer worthy of acceptance. The proposed transactions contemplated hereunder in this MoU will be incorporated based on the mutually agreeable terms and conditions cited.

NOW, THEREFORE, in consideration of the mutual promises made herein and of good and valuable consideration, the receipt and sufficiency of which, The Department of Electronics and Telecommunication, Shri Sant Gajanan Maharaj College of Engineering, Shegaon and Sciencetech hereby jointly acknowledge to sign this Memorandum of Understanding (MoU).

ARTICLE-I: SCOPE OF THE MoU:

This MoU details with the modalities and general conditions regarding proposed collaboration between The Department of Electronics and Telecommunication, Shri Sant Gajanan Maharaj College of Engineering, Shegaon and Sciencetech for enhancing within the country, the availability of research and application oriented manpower in the areas of Smart Environment, Precision Agriculture, Solar and IoT without any prejudice to the prevailing rules and regulations in Shri Sant Gajanan Maharaj College of Engineering, Shegaon and Sciencetech without any disregard between both parties signing this MoU. The areas of co-operation can be extended through mutual consent.

ARTICLE- II: SCOPE OF THE TERMS OF INTERACTIONS:

Both, Shri Sant Gajanan Maharaj College of Engineering, Shegaon and Sciencetech shall encourage interaction between the engineers, scientists, research fellows, faculty members and students of both the organizations through the following arrangements in which the terms may be negotiated and executed between the parties in writing from time to time:

- a) Exchange of personnel through deputation or any other arrangement as per the rules of the respective institute and organizations for limited period as mutually agreed upon.
- b) Organization of joint Conferences, Faculty Development Programs and Seminars. University will provide the space, electrical amenities as per Shri Sant Gajanan Maharaj College of Engineering, Shegaon norms for conducting such programs.
- c) Practical training for Shri Sant Gajanan Maharaj College of Engineering, Shegaon students at Sciencetech subject to the rules and policies of Sciencetech through internships and in case of such training the students would sign up relevant forms provided by Sciencetech.

- d) Joint guidance of student projects/thesis in the related and specialized areas of Smart Environment, Precision Agriculture, Solar and IoT of national interest at Shri Sant Gajanan Maharaj College of Engineering, Shegaon by Sciotech on mutually agreeable terms.
- e) Sciotech would endeavour to accommodate B.Tech / M.Tech students who will be available for a minimum period of 3 months and a maximum of 10 months internships in such a number that Sciotech deems convenient to it for the purpose of imparting industrial training subject to the rules and policies of Sciotech in respect of such internships and such students agreeing and signing relevant forms provided by Sciotech. Students would make their own arrangements for lodging and Transportation.
- f) Sciotech may depute its personnel as visiting faculty at Shri Sant Gajanan Maharaj College of Engineering, Shegaon to teach any of the regular course or specialized topics subject to the terms of Shri Sant Gajanan Maharaj College of Engineering, Shegaon.
- g) Sciotech personnel, as well as research scholars, may also be allowed to enroll for their Ph.D/M.Tech (Research) at Shri Sant Gajanan Maharaj College of Engineering, Shegaon, subject to availability of seats, research facilities and subject to their fulfilling eligibility criteria and all other academic regulations of Shri Sant Gajanan Maharaj College of Engineering, Shegaon. Further, Sciotech may request to design and teach a course or courses which it deems fit to enhance quality and performance of its employees. Such courses may be run at any mutually convenient premises.
- h) Sciotech may seek assistance/guidance from The Department of Electronics and Telecommunication, Shri Sant Gajanan Maharaj College of Engineering, Shegaon faculty member/s in product/process modification, modernization, and trouble shooting subject to mutually agreeable terms.
- i) Sciotech would permit Shri Sant Gajanan Maharaj College of Engineering, Shegaon students and faculty members to visit their industrial premises for half/full day which would facilitate them to have an exposure to the trendy equipment, instrument subject to such students complying with Sciotech policies regarding access to Sciotech premises and information.
- j) Sciotech may showcase its business activities at the seminar/workshop/conference /FDP on marginalized bounds with minimum honorarium as per Shri Sant Gajanan Maharaj College of Engineering, Shegaon norms to facilitate such programs at Shri Sant Gajanan Maharaj College of Engineering, Shegaon.
- k) Shri Sant Gajanan Maharaj College of Engineering, Shegaon would organize one or two workshops/FDP/Seminar/Conference for one day/two days/Multi-Day in National /International Level. Shri Sant Gajanan Maharaj College of Engineering, Shegaon would provide the infrastructure facility and Sciotech would extend free hands on training sessions and training services and provide certificates for the participants as per the convenience, rules and regulations of Sciotech Technologies Pvt Ltd .

ARTICLE-III: SHARING OF FACILITIES:

- a) Shri Sant Gajanan Maharaj College of Engineering, Shegaon and Sciencetech will make magnanimous and reasonable provisions in an endeavour to share their respective R&D facilities in order to promote academic and research interaction in the areas of co-operation.
- b) Shri Sant Gajanan Maharaj College of Engineering, Shegaon and Sciencetech may permit the sharing of software and other materials and components developed in-house in the areas of cooperation, if permissible within the rules and policies governing the two institutes and organization. However, responsibility for safety of software and other materials during the exchange will be implemented based on the consent from the respective Head of the academic department / Section and Organization heads.
- c) Shri Sant Gajanan Maharaj College of Engineering, Shegaon and Sciencetech shall provide access to the library facilities to scientists, faculty members and students as per the prevailing rules and norms in the respective institutes and organizations.
- d) Sciencetech would provide Technical guidance for development / up gradation of new laboratories based on the mutual consent from both the parties. Also Sciencetech will get priority than others in lab development / purchase activities.

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

- a) The collaborative programme between Shri Sant Gajanan Maharaj College of Engineering, Shegaon and Sciencetech shall be co-ordinated by a co-ordination committee appointed by concerned person of both the Institute and organization.
- 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 the heads of both the Institution and organization.
- c) Shri Sant Gajanan Maharaj College of Engineering, Shegaon and Sciencetech are independent contractors and this MoU will not establish any relationship of partnership, joint venture, employment, franchise or agency between Shri Sant Gajanan Maharaj College of Engineering, Shegaon and Sciencetech.
- d) Sciencetech would provide training services which would facilitate the Institute to conduct such programs. The commercial terms and conditions for providing such services would be based on the mutual consent.

ARTICLE-V: EFFECTIVE DATE AND DURATION OF MoU:

- a) This MoU shall be effective from the last date of execution by competent authorities at both ends as specified in signature block below.
- b) The duration of the MoU shall be for a period of 1 year from the effective date.

- l) Sciencetech may avail library, Internet, computational facilities at Shri Sant Gajanan Maharaj College of Engineering, Shegaon Campus.
- m) Postgraduate students will be allotted a research supervisor from Shri Sant Gajanan Maharaj College of Engineering, Shegaon Campus. A research scientist / engineer at Sciencetech may be appointed as a co-research guide as per the rules of the respective institute and organization for a student registered for Ph.D/M.Tech (regular or research) degree at Shri Sant Gajanan Maharaj College of Engineering, Shegaon. The student may be encouraged to take up the project such that Sciencetech desirably benefits from its outcomes.
- n) The students will carry out part of their Ph.D research work or M.Tech / B.Tech project at Shri Sant Gajanan Maharaj College of Engineering, Shegaon Campus and Sciencetech depending on the nature of the work as per the rules of the respective institute and organization and depending on facilities and requirements.
- o) 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. Any use of Sciencetech Incorporated name, trade name or trade/service mark including for use in any such thesis shall be subject to prior written consent of Sciencetech.
- p) Both Shri Sant Gajanan Maharaj College of Engineering, Shegaon Campus and Sciencetech will be free to independently carry out follow-up research on the thesis work conducted under this scheme.
- q) If the outcome of a project related to product development, process technology and design which involve matter of secrecy and concern of the states and India, the same will not be allowed for publication/printing/publicizing in any form such as for instance electronically/verbal or any other related form not agreed with mutual consent. 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 by the parties under the law will be decided on case to case basis after mutual consultation.
- r) Research supervisors from both the institutes and organization may be the corresponding authors in any publication resulting from the collaborative work as mutually agreed between the parties. All the efforts put by the student/s as a part of this MoU may be accounted for by way of reporting the work in thesis and / or paper publication except the part for which IPR needs to be claimed as mutually agreed between the parties.
- s) Neither of the supervisors will publish the work carried out under this MoU without the knowledge of the other.
- t) In any of the activities mentioned above, wherever financial aspects are involved, amount, payment conditions, and other related issues would be elucidated out and mutually agreed clearly before starting the activity.

- c) During its tenancy, the MoU may be extended or terminated by a prior notice of not less than six months by either party.
- d) Any clause or article of the MoU may be modified or amended by mutual agreement of Shri Sant Gajanan Maharaj College of Engineering, Shegaon and Sciencetech.

ARTICLE-VI: IPR:

Shri Sant Gajanan Maharaj College of Engineering, Shegaon is and shall remain exclusively entitled to all right and interest in and to all Shri Sant Gajanan Maharaj College of Engineering, Shegaon Technology (defined below) and Sciencetech is and shall remain exclusively entitled to all right and interest in and to all Sciencetech Technologies Pvt.Ltd.,(defined below). Rights regarding publications, patents, royalty, and ownership of software/design/product developed under the scope of this MoU and or any definitive agreement shall be decided by the two parties by mutual consent. "Shri Sant Gajanan Maharaj College of Engineering Technology" means Shri Sant Gajanan Maharaj College of Engineering, Shegaon's proprietary technology, including without limitations, Shri Sant Gajanan Maharaj College of Engineering, Shegaon software both printed and electronic (in source and object forms), know-how, and any related intellectual property rights throughout the world (whether owned by Shri Sant Gajanan Maharaj College of Engineering, Shegaon or licensed to Shri Sant Gajanan Maharaj College of Engineering, Shegaon from a third party) including any derivative works, modifications and enhancements thereof."SCIENCETECH Technology means Sciencetech's proprietary technology, including without limitation, Sciencetech's services, software tools, hardware designs, algorithms, software (in source and object forms), user interface designs, architecture, class libraries, objects and documentation (both printed and electronic),network designs, know-how, business methods, and any related intellectual property rights throughout the world (whether owned by Sciencetech or licensed to Sciencetech from a third party) including any derivative works, modifications and enhancements thereof.

ARTICLE-VII: CONFIDENTIALITY:

During the tenure of the MoU both Shri Sant Gajanan Maharaj College of Engineering, Shegaon and Sciencetech will maintain strict confidentiality and prevent disclosure of any or all of the information and data exchanged under the scope of the MoU for any purpose other than in accordance with this MoU.

Both Shri Sant Gajanan Maharaj College of Engineering, Shegaon and Sciencetech 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 of agreed PROJECTS.

Further both Shri Sant Gajanan Maharaj College of Engineering, Shegaon and Sciencetech 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 MoU shall be in writing and signed by the PARTIES hereto and shall only after such execution be deemed to form part of the MoU and have the effect of modifying the MoU 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 Shegaon.
- b) The dispute or difference whatsoever arises between PARTIES in relation to or in connection with this MoU both the parties shall first try to resolve the dispute / difference amicably between the Principal, Shri Sant Gajanan Maharaj College of Engineering, Shegaon and the Managing Director, Sciencetech themselves, failing which the matter shall be referred to and settled through arbitration in the court under Shegaon jurisdiction. Each party shall nominate arbitration which would be final and binding. The arbitration proceedings shall be held in accordance with the provision of Indian Arbitration and

Reconciliation ACT, 1996. The venue of arbitration shall be Shegaon and Language of arbitration shall be English. The Court of Shegaon shall have the exclusive jurisdiction in all the matters.

The Period of Agreement is for one year and could be extended with mutual agreement.

From (Date)

To (Date)

In WITNESS WHEREOF, the parties hereto have executed this agreement (MoU) by their duly authorized Executives/Representatives.

For and On-behalf of
Sciencetech Technologies Pvt.Ltd.,



For and On-behalf of
Sant Gajanan Maharaj College of Engineering,
Shegaon

PRINCIPAL

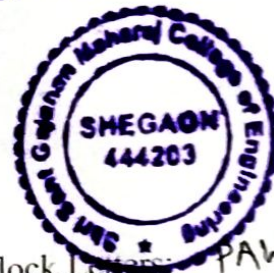
Sant Gajanan Maharaj College of Engineering,
Shegaon

Name: DR. S.B. SOMAN

Designation:

Seal:

Principal
Shri Sant Gajanan Maharaj
College of Engineering, Shegaon.



Witnesses:

(Signature)



Name in Block Letters: DR. G. S. GAWANDE

Designation: Professor

Address: SSGMCE, Shegaon

Name in Block Letters:

PAWAN D. KALE

Designation: Assistant Prof.

Address: SSGMCE, Shegaon