

MEMORANDUM OF UNDERSTANDING

BETWEEN

Alva's Institute of Engineering & Technology, Moodbidri

AND

CALIBRECODE TECHNOLOGIES PVT LTD, BANGALORE

This Agreement made and entered into on this 18th day of October, 2017 between AIET (hereinafter called INSTITUTION) situated at Shobhavana Campus, Mijar, Moodbidri, Mangalore, Karnataka 574225 and CalibreCode Technologies Pvt Ltd, Bangalore (hereinafter called " COMPANY " which expression shall include its successors and permitted assignees) with its registered office at 12,3rd Cross, Dayananda Layout, Ramamurthynagar, Bangalore-16

1. OBJECTIVES OF THE MOU

The objective of this Memorandum of Understanding is:

- a) To promote interaction between INSTITUTION and COMPANY in mutually beneficial areas.
- b) To provide a formal basis for initiating interaction between INSTITUTION and COMPANY.

2. PROPOSED MODES OF COLLABORATION

INSTITUTION and COMPANY propose to collaborate through

- a) Sponsoring R&D Student projects, which may be carried out wholly at INSTITUTION or at premises of COMPANY or partly at INSTITUTION and partly at COMPANY.
- b) Specifically COMPANY and INSTITUTION want to set up a Software Development Cell at INSTITUTION for this collaboration.
- c) Embarking on mutually beneficial training and skill building engagements.
- d) Any other appropriate mode of interaction agreed upon between INSTITUTION and COMPANY.

3. SUPPORT AND RESPONSIBILITIES OF THE COMPANY

- a) COMPANY will provide technical knowhow and human resource for training faculty and students at INSTITUTION.
- b) The company will give problem definitions for their projects. Four problem definitions will be given every year. On successful completion, a project completion certificate would be provided to the participants.
- c) The company will permit the use of their logo inside and outside the premises of the Software Development Cell.
- d) The software training and support would be provided by the company.

- e) All software developed at INSTITUTION will be handed over to COMPANY and should not be shared or sold to others. Specifically COMPANY retains the Intellectual Property of all the artifacts that are the results of this collaboration.
- f) COMPANY shall maintain confidentiality of any information they receive that is specific to INSTITUTION and its internal functioning.

4. SUPPORT AND RESPONSIBILITIES OF INSTITUTION

- a) INSTITUTION shall provide space to setup the Software Development Cell as mentioned above, on their premises.
- b) INSTITUTION shall provide at least 4 desktop PCs with power backup and Internet facility
- c) Provide the necessary software and books for carrying out the sponsored projects.
- d) If required depute one faculty per semester to undergo industry training for 21 days at COMPANY.
- e) Permission for COMPANY and representatives to visit and interact with Software Development Cell participants as is necessary.
- f) INSTITUTION, its staff, students and participants of the Software Development Cell will maintain confidentiality of all proprietary material provided by COMPANY. This may be enforced by maintaining strict access controls to the premises and to the equipment allotted to the Software Development Cell.
- g) COMPANY will be allowed to sign an individual Non-Disclosure Agreement with all the participants of the Software Development Cell.

5. TERMS AND TERMINATION

This MOU, unless extended by mutual written agreement of the parties, shall expire 3 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 60 days prior written notice to the other party. However, such early termination of this MOU (mutual or unilateral), shall not affect the obligations of the participants – they will need to respect confidentiality and other such agreements made above.

6. 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.

7. 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.

8. 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 INSTITUTION

By :

Name : Dr. Manjunath Kotari

Title : HOD- CSE

Date : 18/10/2017

H.O.D.

Dept. Of Computer Science & Engineering
Alva's Institute of Engg. & Technology
Mijar, MOODBIDRI - 574 225

On behalf of COMPANY

By :

Name : Seema K Nair

Title : CEO

Date : 18/10/2017

CALIBRECODE SOLUTIONS PRIVATE LIMITED
#12, 3rd Cross Dayananda Layout,
Ramamurthy Nagar, Bangalore-560016
Karnataka, INDIA



PRINCIPAL

Alva's Institute of Engg. & Technology,
Mijar, MOODBIDRI - 574 225, D.K