

and

WHEREAS RVCE, has acquired the expertise with the help of CISCO in the areas (Internet of Things) and desirous to work together with JNNCE to leverage expertise in eight modules, e-Learning areas, consultancy, software development, IT (information Technology) related projects and ICT training.

and

WHEREAS as a result of the interaction between JNNCE and RVCE, both the parties have agreed to come together and have decided to work jointly in IoT area on the following terms and conditions.

1.0 SCOPE

- 1.1 This MOU broadly defines the mode and methodology of operations and spells out the rights and responsibilities of the parties hereto.
- 1.2 This MOU shall be extended for such periods and on such further understandings as may be deemed necessary from time to time and may also be further modified by mutual consent in writing.
- 1.3 This MOU being a broad base for operational methodology, some of the operations could be brought under a purview of specifically drawn up agreements on case-to-case basis.
- 1.4 Undertake collaborative Projects in various IT areas of mutual interest.
- 1.5 Training on advanced areas of IoT.

2.0 RESPONSIBILITIES OF THE PARTIES

RVCE's RESPONSIBILITIES

- 2.1 Faculty training in IoT
- 2.2 To support Curriculum and Course design in IoT areas.
- 2.3 Take up training program.

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JNNCE's RESPONSIBILITIES

2.4 Identify institutions to carry out the training program.

2.5 Take up projects in IoT

2.6 Support to take up courses in Karnataka.

3.0 JOINT RESPONSIBILITIES

3.1 Nominate Coordinators as Single Point of Contacts (SPOC) to represent the both parties and promote interaction so as to plan, implement, monitor and review the various activity schedules from time to time.

3.2 Draw the attention of the top management in case of any interface or operational problems.

3.3 After identification of the project, a formal Agreement for the specific project(s) outlining the details of the scope of work, financial implications, phasing of work output / deliverables, phasing of payments, and other terms and conditions shall be signed by the two organizations. Specific acceptance of the RVCE and JNNCE will be necessary before any work is formally initiated or any financial commitment becomes operative. The approval will be routed through the SPOC on either side.

3.4 All attempts will be made to ensure that developments and projects are accomplished to a very high degree of quality, with parsimony of time.

4.0 Financial Aspects

4.1 No financial commitment from any party will be assumed unless a formal approval / acceptance to that effect has been accorded through signed documents by both the JNNCE and RVCE.

4.2 All payments will be made by mutually accepted mode.

5.0 COMMUNICATION

Any communication or notice or intimation shall be addressed to the SPOC contacts of the respective parties and sent to the registered address of the parties concerned and such a communication sent by e-mail, tele-fax, registered air-mail shall be deemed to be sufficient.

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6.0 CONFIDENTIALITY and NON-DISCLOSURE

6.1 Any software/hardware material, product specifications, designs, financials, information, documents shall be deemed to be in private domain and it shall not be made public or shared with any other party without the prior written consent of the party which owns it.

6.2.1 The material shall be treated as confidential for a minimum period of two years. After this MOU comes to an end or as agreed from time to time.

7.0 INTELLECTUAL PROPERTY RIGHTS

The Intellectual Property Rights in respect of the intellectual efforts-based on project will be decided on case-to-case basis.

8.0 VALIDITY

8.1 This MoU shall remain valid for a period of 2 (two) calendar years from the date of signing of the MoU.

8.2 The validity of the MoU may be extended by mutual agreement.

9.0 DISPUTES

This MOU is based on both the immediate benefits and on developing and building enduring relationships serving and safeguarding the commercial interests as well as the standing in the world of Information Technology of the parties hereto. Hence any question, doubt or dispute arising out of the interpretation of any term or usage herein or on the implementation and functioning of the various understandings forming a part of this MOU shall be resolved by the Heads of the two organizations viz. Principal, RVCE and Principal, JNNCE or their authorized representatives for the purpose mentioned herein by discussions and negotiations based on consensus in the spirit of developing and strengthening the mutual relationships. The decision so reached shall be final and binding on both the parties.

10.0 TERMINATION

10.1 This MoU may be terminated prior to the expiry of the MOU as indicated in para 9.0 above with three months notice and with the written consent of the Principal, RVCE and Principal, JNNCE. All intellectual property (Designs,

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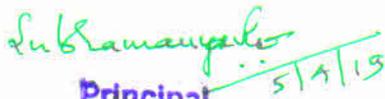
Data, Drawings or/and Hardware/Software Developed) will be returned to the respective organization on such termination.

11.2 The termination by either party by giving a notice of at least three calendar months is to enable the parties hereto to assess the monetary impact and such other related factors impinging on the interests of the parties.

Signed, sealed and delivered under the hands of the authorized representatives of the two parties hereto on the date first written hereinabove.

For and on behalf of RVCE

For and on behalf of JNNCE

Signature 
Principal
RV College of Engineering
Mysuru Road
Bengaluru - 560 059

Signature 
Principal
Jawaharlal Nehru National
College of Engineering, Shivamogga.

Designation

Designation

WITNESSES

Signature 

Signature 

Name

Name Dr. Maryumath

Designation

Designation Prof & Head
DEPT of ECE

Signature 

Signature 

Name

SAMRUDH J

Name Dr. Nirmala Shivanand

Designation

IT BIZ ANALYST, CISCO

Designation

Prof. & HOD,
CS & E dept.