

Office :Ditap House, Sr. No. 3/14, Plot No. 48A.
Hill Top Society, Taljai Pathar,
Dhankawadi, Pune - 411 043. INDIA
Tel. : 020-24362773/4, Fax : 020-24362775**MEMORANDUM OF UNDERSTANDING****BETWEEN****ISB&M School of Technology, Pune****AND****DITAP-V Automation Pvt. Ltd., Pune**

This Agreement made and entered into on this 28th day of August, 2015 ISB&M School of technology, Pune [ISB&M SOT] situated at NANDE PUNE 412115 and DITAP-V Automation Pvt. Ltd., Pune with its registered office at Dhankawadi, Pune

1. OBJECTIVES OF THE MOU

The objective of this Memorandum of Understanding is:

- a. To promote interaction between ISB&M SOT and DITAP-V Automation Pvt. Ltd., Pune in mutually beneficial areas.
- b. To provide a formal basis for initiating interaction between ISB&M SOT and DITAP-V Automation Pvt. Ltd., Pune

2. PROPOSED MODES OF COLLABORATION

ISB&M SOT and DITAP-V Automation Pvt. Ltd., Pune propose to collaborate through

- a. Sponsoring student internship in the last year B.E programs at ISB&M SOT.
- b. Sponsoring R&D projects, which may be carried out wholly at ISBM SOT or at premises of DITAP-V Automation Pvt. Ltd., Pune or partly at ISBM SOT and at DITAP-V Automation Pvt. Ltd., Pune.
- c. Training of DITAP-V Automation Pvt. Ltd., Pune personnel through Continuing Education Programmes conducted by ISB&M SOT in areas of interest to DITAP-V Automation Pvt. Ltd., Pune.
- d. ISB&M SOT in collaboration with DITAP-V Automation Pvt. Ltd., Pune will establish and maintain the center of excellence with adequate precautions. DITAP-V Automation Pvt. Ltd., Pune will guide our faculty and students to boost their innovative ideas. ISB&M SOT will provide necessary space and resources to establish center of excellence for successful completion of research projects.
- e. DITAP-V Automation Pvt. Ltd., Pune will provide internship opportunities for the students of ISB&M SOT.
- f. DITAP-V Automation Pvt. Ltd., Pune will hold seminar regarding Intellectual Property Rights to impart the knowledge for students and faculty of ISB&M School of Technology.
- g. Any other appropriate mode of interaction agreed upon between ISB&M SOT and DITAP-V Automation Pvt. Ltd., Pune.



Each of the above modes of interaction will be initiated by entering into a separate agreement between the two parties.

3. AGREEMENTS FOR RESEARCH COLLABORATION

Each of research collaboration undertaken by the parties hereunder shall be initiated by the signing of a separate research agreement between the parties, which will describe in detail:

- a. The nature, scope and schedule of the research collaboration.
- b. The form of the research collaboration.
- c. The estimated cost of the research 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 or which belong to a party and are used in research collaboration.
- 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 law.

4. CONFIDENTIALITY

- a. During and for a period of five 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 thirty 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 in the public domain at the time of disclosure or comes within the public domain without fault of the receiving party.
 - 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,
 - Is independently developed by the receiving party; or
 - Is required to be disclosed by law or court order.

5. 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.

6. TERMS AND TERMINATION

This MOU, unless extended by mutual written agreement of the parties, shall expire 5 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, 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.



7. RELATIONSHIP

Nothing in this MOU shall be construed to make party a partner, an agent or legal representative of the other for any purpose.

8. 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.

9. 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

ISB&M School of Technology, Pune

Name : Dr. P. K. Srivastava

Date :

[Signature]
PRINCIPAL
ISB & M School of Technology
Nande, Pune-42.

1. Pramodini Kale *[Signature]*

2. Siatarm Longani

On behalf of

DITAP-V Automation Pvt. Ltd., Pune

Name : Mr. Raju Kariappa

Date :

Witness:

1.

2.

