



5792
26/4/2016
ఆంధ్రప్రదేశ్ ఆంధ్ర ప్రదేశ్ ANDHRA PRADESH
గ్లోబల్ - The Registrar of JNTUA Anantapur

S. Ravi Naik
BU 237272
S. RAVI NAIK
S.L.V. No.12.07.005/2012
R.L. No.12.07.09/2015
Panduranga Nagar, HINDUPUR.



MEMORANDUM OF UNDERSTANDING (MoU)

BETWEEN

JAWAHARLAL NEHRU TECHNOLOGICAL UNIVERSITY, ANANTAPUR
[JNTUA- HOST INSTITUTION]

&

MOUNTPONT TECHNOLOGIES INIDA PVT LTD, BENGALURU
[MPTL- COMPANY]

This Agreement is made and entered into on this **27th day of April, 2016** between **Mountpoint Technologies India Pvt. Ltd** (hereinafter referred as "**COMPANY**") situated at Sri Plaza, S/9, Second Floor, 80 Feet Road, 1st Block, Koramangala, Bengaluru - 560034, Karnataka, INDIA and **Jawaharlal Nehru Technological University Anantapur** (hereinafter called "**UNIVERSITY**") situated at JNT University Anantapur, Ananthapuramu-515002, Andhra Pradesh, India, which expression shall include its successors and permitted assignees with its registered offices under Indian Legal Jurisdiction.

[Handwritten signature]

[Handwritten signature]

1. OBJECTIVES OF THE MOU

The objectives of this Memorandum of Understanding may not be limited as listed below but is witnessed as follows:

- a. to promote interaction between UNIVERSITY and COMPANY in mutually beneficial areas.
- b. to Provide a formal basis for initiating interaction between UNIVERSITY and COMPANY.
- c. to engage in setting the TBI proposed and accepted areas of technology domain areas with response to the Proposal Submitted to UNIVERSITY and subsequent discussions with UNIVERSITY leadership team.
- d. to formally liaise with UNIVERSITY in building, nurturing & growing the TBI centers with the help of COMPANY
- e. to incubate the technology and business knowledge and skill development to the UNIVERSITY students with help of COMPANY and making students industry ready
- f. to run UNIVERSITY TBI as a profit center with the help of COMPANY and have a revenue sharing business relationship model.

In case of any other cooperation principles to be brought into the scope of this MoU by either parties, then a separate written and duly signed annexure needs to be executed.

2. PROPOSED MODES OF COLLABORATION

UNIVERSITY and COMPANY propose to collaborate through

- a. Setting up of technology & business incubation practice centers to nurture the technology solutions, innovations, encouraging the entrepreneurship and skill building exercises.
- b. Sponsoring student projects/mini degrees for graduate and post graduate's courses at the UNIVERSITY with the help of the COMPANY.
- c. Sponsoring eligible students of the UNIVERSITY to absorb into the COMPANY based on the appropriate evaluation mechanisms for job prospects. This is based on the eligibility criteria for selection as per norms of the COMPANY.
- d. Sponsoring R&D projects, this may be carried out wholly at UNIVERSITY or at premises of COMPANY or partly at UNIVERSITY and partly at COMPANY subject to the appropriate commercials involved.
- e. training of UNIVERSITY personnel through Continuing Education Programmes conducted by COMPANY in areas of interest to UNIVERSITY.
- f. COMPANY helping UNIVERSITY to conduct business models support arising out of TBI initiative innovations with external COMPANIES or ORGANIZATIONS for revenues and growth of TBI.
- g. any other appropriate mode of interaction agreed upon between UNIVERSITY and COMPANY.



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

3. TECHNICAL AREAS OF COLLABORATION

Technical competencies and domains of Engineering & Research are limited and agreed to the below scope ONLY. Projects and training details are addressed in detail in the proposal submitted pertaining to the scope listed below:

ENGINEERING FACULTY AREAS:

- Computer Science & Engineering
- Information Technology & Engineering
- Electronics & Communications Engineering
- Chemical Engineering
- Mechanical Engineering

TECHNOLOGY COMPETENCY DOMAINS:

- Cloud Technology
- Big Data & Analytics
- Robotics
- Wireless & Sensor Technologies
- Nano Science engineering

PRINCIPLE CO-OPERATION ACTIVITIES:

- Building State-of-the-Art Technology Laboratory
- Enabling Technopreneurship
- Granting Technology Minor Degrees and
- Delivering innovative & bleeding edge world class technology solutions

4. AGREEMENTS FOR RESEARCH COLLABORATION

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



5. CONFIDENTIALITY

Each collaboration activity undertaken by the parties hereunder shall be governed by the below described points while dealing with the confidentiality of the collaboration:

- a. During and for a period of collaboration 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

6. 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.

7. TERMS AND TERMINATION

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



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. COSTS OF THE MOU

Each Party shall bear the respective costs of carrying out the obligations under this MOU. The training fee, cost for research facilities for creating incubation centers etc. can be considered on mutual consent and on mutually agreeable basis from time to time.

10. 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.

UNIVERSITY: JNT University Anantapur	COMPANY: MountPoint Technologies India Pvt Ltd
By: JNT University Anantapur	By: MountPoint Technologies India Pvt Ltd
Name: Prof. S. Krishnaiah  REGISTRAR J.N.T.U. Anantapur ANANTAPURAMU-515002	Name: T.B. Kishore  For MOUNTPOINT TECHNOLOGIES INDIA PVT. LTD., MANAGING DIRECTOR
Title: REGISTRAR	Title: CEO
Date: 27-04-2016	Date: 27-04-2016
WITNESS  (Prof. A. Ananda Rao)	WITNESS  (A. VENKATESWARA RAO)

