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J. N. T. University Anantapuram

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K. RAMA SIVAIAH
Licensed Stamp Vendor
L.N. No. 12-20-008/2005
R.L. No. 12-20-013/2011
Khaja Nagar, ANA/11AF/11P

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (hereinafter referred to as "MOU") made and executed into this day, the 21st day of August 2014 by and between Jawaharlal Nehru Technological University Anantapur a State level Govt. University registered under Act No.30 of 2008, Govt. of A.P. having its registered office at Ananthapuramu hereinafter called 'JNTUA' which expression shall, wherever the context permits, mean and include its successor and assignees represented by its Registrar of the first part

and

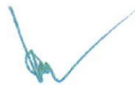
CENTRE FOR DEVELOPMENT OF ADVANCED COMPUTING, a Scientific Society of the Ministry of Communications & Information Technology, Department of Information Technology, Government of India, registered under the Societies' Registration Act 1860 and the Bombay Public Trust Act 1950 and having its registered Office in the Campus of University of Pune, Pune 411007, with a Centre in Chennai having its office at Tidel park, 8th Floor, D Block (N&S), #4, Rajiv Gandhi Salai, Taramani, Chennai - 600113 (hereinafter referred to as C-DAC Chennai which expression shall where the context admits, include its successors or assignees) represented by Registrar of another part.

Both the parties individually referred to "party" and collectively as "parties"

[Handwritten signatures in blue ink]

2. PREAMBLE

- 2.1 WHEREAS C-DAC has, after being set up as India's National initiative for the development of indigenous High Performance Computing Technology diversified into multiple areas of Information Technology, more particularly in computer security, education, training, multilingual technology and turnkey solutions in Information Technology sector and applications related to e-Governance and e-Learning.
- 2.2 And Whereas CDAC Chennai is engaged in Research & Development activities with major thrust in the areas of Free & Open Source Software, HPC, Grid & Cloud Computing, and Ubiquitous Computing. This has resulted in the setting up of National Resource Centre for Free/Open Source Software (NRCFOSS) and the National Ubiquitous Computing initiative at C-DAC Chennai.
- 2.3 WHEREAS JNTUA was originally Government College of Engineering, Anantapur at the time of its establishment in 1946. It is now a sprawling campus of 150 acres, with green trees in the fast developing city of Ananthapuramu, Andhra Pradesh, India. Ananthapuramu has a rich political literacy and cultural heritage passed on through generations. This college became a constituent of the Jawaharlal Nehru Technological University Hyderabad w.e.f 02-10-1972 through an act of legislature along with other sister institutions under the control of the then Director of Technical Education, Government of Andhra Pradesh. In the year 2001 the college has become autonomous and offering a large number of courses in Science, Engineering, Technology at undergraduate, post-graduate and doctoral levels besides conducting advanced research and carrying out consultancy and extension activities.
- 2.4 WHEREAS as The State Government of Andhra Pradesh through A.P. Govt. Act No.30 of 2008 has separated the erstwhile JNTU into four different Universities viz., JNT University Anantapur, JNT University Kakimada, JNT University Hyderabad and JNA&FA University Hyderabad.
- 2.5 JNT University Anantapur started functioning from the 155 acre campus of one of its Constituent College at Anantapur, since August 2008. As a budding University it is committed to develop and nurture a Technical Education System in the four districts of Rayalaseema viz., Anantapur, Chittoor, YSR, Kurnool districts and SPSR Nellore district which would produce skilled man power of high quality comparable to the best in the world and in adequate numbers to meet the complex technological needs of the economy.
- 2.6 JNTUA, by virtue of the quality of its academic programmes, has consistently been ranked amongst the leading technical Universities in the country. The University has initiated many schemes to assure quality education to the students, career development of faculty members,



progression of students towards higher education and generating career opportunities through the campus placement programmes in reputed organizations across the globe. The University is working dedicatedly towards the vision of producing quality technical graduates, competent teachers, scientists and leaders in the academics, research, industry and administration under the guidance and dynamic leadership of its Vice-Chancellor.

3. SCOPE OF MOU

This MOU broadly defines the mode and methodology of operations and spells out the rights and responsibilities of the parties hereto.

Having built competency in the software and hardware development areas by C-DAC Chennai, both the parties found that it would provide an opportunity for both the organizations to collaborate and work, complementing each others' strengths. With this realization, JNTUA and C-DAC Chennai agree to explore the areas to work jointly for the following goals:

- 3.1 **CDAC had developed BOSS, a LINUX OS and it supports most of the Indian languages.**
- 3.2 **Indian Institute of Technology, Madras (IITM) had developed Minimalistic Object Oriented Linux (henceforth referred to as MOOL). MOOL has been integrated with BOSS LINUX of CDAC and the OS is called BOSS MOOL.**
- 3.3 **CDAC has been deploying BOSS LINUX at various client locations in India. The clients include state governments, academic institutions and central government departments.**
- 3.4 **By this MOU, CDAC shall deploy BOSS MOOL in the colleges under JNTUA.**
- 3.5 To jointly take up large scale promotional initiatives in the areas of Open Source Software, E-Governance etc in the academic and government sectors.
- 3.6 To facilitate Post Graduate level students of JNTUA to do their project work in CDAC Chennai, as well as to enable CDAC employees to enhance their knowledge and qualifications from JNTUA the C-DAC Chennai R&D Centre within the JNTUA campus for getting the maximum synergy and interaction between the two organizations;
- 3.7 To jointly take up such other projects and programs of value to the Industry, Academia, Government and the general public as may be deemed fit from time to time.

4. JOINT RESPONSIBILITIES

- 4.1 Nominate Coordinators as nodal contacts to represent the parties and promote interface so as to plan, implement, monitor and review the various activity schedules from time to time. Mr. R. Nagesh, Joint Director, C-DAC, Chennai would be the Co-ordinator from C-DAC, Chennai and Prof. A. Ananda Rao, Prof. in CSE & Director of Industrial Relations & Placements would be the Coordinator from JNTUA, and they will serve as the nodal contacts from both the sides.
- 4.2 All attempts will be made to ensure that training and projects jointly carried out are accomplished to a very high degree of quality, with parsimony of time and resources.
- 4.3 Draw the attention of the top management in case of any interface or operational problems.

5. FINANCIAL ASPECTS

- 5.1 C-DAC Chennai will charge a nominal fee of Rs.5000/- per annum per college. Service tax would be charged extra at actuals.
- 5.2 All payments will be made through demand draft, in favour of Director, C-DAC, Chennai.

6. COMMUNICATION

- 6.1 All communication or notice or intimation shall be addressed to the Nodal 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.

7. CONFIDENTIALITY AND NON-DISCLOSURE

- 7.1 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.
- 7.2 The material shall be treated as confidential for a minimum period of five years after this MOU comes to an end or as agreed from time to time.
- 7.3 Parties agrees that the obligations of confidentiality contained herein shall not attach to information that:
 - a) is or was already known to the receiving Party at the time of disclosure to it as evidenced by written records; or
 - b) is at the time of disclosure to the receiving Party or thereafter becomes public knowledge through no fault or omission of the receiving Party; or
 - c) is lawfully obtained by the receiving Party from a third party who is not under any confidentiality obligation to the disclosing Party; or
 - d) is independently developed by the receiving Party; or



- e) is required to be disclosed by court rule or governmental law or regulation, provided that the receiving Party gives the disclosing Party prompt notice of any such requirement and cooperates with the disclosing Party in attempting to limit such disclosure.

8. FORCE MAJEURE

- 8.1 Neither party shall be held responsible for non-fulfillment of their respective obligations under this agreement due to the exigency of one or more of the events such as but not limited to acts of God, war, floods, earthquakes, strike, lockouts, epidemics, riots, civil commotion, etc. provided on the occurrence and cessation of any such events, the party affected thereby shall give a notice in writing to the other party within one month of such occurrence or cessation. If the force-majeure conditions continue beyond six months, the parties shall then mutually decide about the future course of action.

9. INTELLECTUAL PROPERTY RIGHTS

- 9.1 The Intellectual Property Rights in respect of the intellectual efforts-based on projects will be decided on case-to-case basis in writing and signed by the parties.

10. EFFECTIVE DATE AND DURATION

- 10.1 This MOU shall be effective from the date of signing and will be valid for a period of 5 years).
- 10.2 The MoU shall automatically stand terminated if no specific MoU //Agreement is entered into between the parties, for further extension of the MoU. Further, for such extension of MoU, at least eight weeks prior to expiry of the MoU shall have to be processed between the parties.
- 10.3 Either party can terminate the MOU by giving 30 days prior notice in writing and sent through RPAD (Registered Post with Acknowledgement Due//Speed Post)
- 10.4 Any amendments/ modifications/ additions/ deletions to this MOU shall be in writing and duly signed by both parties.

11. ARBITRATION

- 11.1 In case any dispute arises between the Parties with respect to the MOU, both Parties hereto shall endeavor to settle such dispute amicably. If the Parties fail to bring about an amicable settlement within a period of 30 (thirty) days, dispute shall be referred the sole arbitrator appointed by C-DAC with mutual consent. Arbitration proceedings shall be conducted in accordance with the provisions of the Arbitration and Conciliation Act, 1996 and Rules made there under, or any legislative amendment or modification made thereto. The venue of the arbitration shall be Chennai. The award given by the arbitrator shall be final and binding on the Parties. The language of arbitration shall be English. The common cost of the arbitration proceedings shall initially be borne equally by the Parties and finally by the Party against whom the award is passed. Any other costs or expenses incurred by a Party in relation to the arbitration

proceedings shall ultimately be borne by the Party as the arbitrator may decide. Courts in Chennai only shall have the exclusive jurisdiction to try, entertain and decide the matters which are not covered under the Arbitration and Conciliation Act.

12. ASSIGNMENT AND TRANSFER:

Any and all rights, duties and obligations of the parties under this MOU shall not be transferred or assigned by either party to any third party without prior written consent of the other party.

13. NON WAIVER:

The failure or neglect by either of the Parties to enforce any of the terms of this MOU shall not be construed as a waiver of its rights preventing subsequent enforcement of such provision or recovery of damages for breach thereof.

14. SEVERABILITY:

The invalidity or unenforceability of any provision of this MOU shall not affect the validity or enforceability of any other provision of this MOU that shall continue in full force and effect except for any such invalid and unenforceable provision.

15. LIMITATION OF LIABILITY:

In no event C-DAC CHENNAI shall be liable to the other for any incidental, consequential, special, and exemplary or direct or indirect damages, or for lost profits, lost revenues, or loss of business arising out of the subject matter of this MOU, regardless of the cause of action, even if the party has been advised of the likelihood of damages.

16. INDEMNIFICATION:

JNTUA agrees to indemnify and keep indemnified CDAC, its representatives, agents, employees, successors and assigns harmless against all losses, damages or expenses of whatever form or nature, including, without limitation, attorney's fees and costs and costs of appeals, whether direct or indirect, which they or any of them may sustain or incur as a result of any acts or omissions of JNTUA or any of its representatives, agents or employees including but not limited to any breach of this MOU or otherwise in writing, or any violation thereof by JNTUA of any applicable law, or regulation or order.

CDAC agrees to indemnify and keep indemnified JNTUA, its representatives, agents, employees, successors and assigns harmless against all losses, damages or expenses of whatever form or nature, including, without limitation, attorney's fees and costs and costs of appeals, whether direct or indirect, which they or any of them may sustain or incur as a result of any acts or omissions of CDAC or any of its representatives, agents or employees including but not limited to any breach of this MOU or otherwise in writing, or any violation thereof by CDAC of any applicable law, or regulation or order.

17. NO PARTNERSHIP :

Nothing in this MOU shall be deemed to neither constitute or create an association, trust, partnership or joint venture between the Parties nor constitute either party the agent of the other party for any purpose.

18. ENTIRE MOU :

This MOU constitutes the entire Understanding between the Parties. Any and all written or oral agreements, representations or understandings of any kind that may have been made prior to the date hereof shall be deemed to have been superseded by the terms of this MOU.

19. HEADINGS:

The headings shall not limit, alter or affect the meaning of the Clauses headed by them and are solely for the purpose of easy reference.

This Memorandum of Understanding has been executed in two originals with one retained by JNTUA and the other by C-DAC.

IN WITNESS WHEREOF, the parties signed this MOU at CDAC, Chennai and have caused this MOU to be executed in two original copies by their respective duly authorized representatives.

CDAC

.....
Director

**Centre for Development of
Advanced Computing
Chennai, TAMILNADU**

एल. आर. प्रकाश
L.R. PRAKASH
निदेशक / Director



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विश्वविद्यालय, जी. ई. आर. टी. वाय. एन. सी. आई. टी.
भारत, भारत, दिल्ली, MCTT.



JNTUA

.....
Registrar

**Jawaharlal Nehru Technical
University Anantapur
Ananthapuramu
ANDHRA PRADESH**

WITNESSES:

1. 
2. 

1.  21/8
2.  21/8/14

