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An ISO 9001-2015 Certified Institution

## MEMORANDUM OF UNDERSTANDING

Between

# DEPARTMENT OF CIVIL ENGINEERING DNR COLLEGE OF ENGINEERING&TECHNOLOGY, BHIMAVARAM.

# UNIQUE SURVEY SOLUTIONS

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This Memorandum of Understanding (MOU) is entered into as of date 18th Feb, 2019 between the HOD, Department of Civil Engineering, Dnr College of engineering & technology, Bhimayaram,

A.P. And Managing Director, Unique Survey Solutions, Vijayawada, A.P.

## This Memorandum of Understanding (MOU) is

- ❖ To recognize the Mutual interest in the fields of research, training and development and dissemination of knowledge to students of Civil Engineering in this Institution.
- To recognize the importance of imparting the technology transfer to the students of Civil Engineering in this Institution.
- To Enhance the employability skills by upgrading the skills of students Civil Engineering in this Institution.
- ❖ To set the ground for long term Industry-Institute partnership by joint industry and Institute activities.
- To strengthen the research and development by exchange of visiting experts for purpose of conducting research.
- To provide Training by professional faculty in Advanced technology areas of Civil Engineering to students.

The both parties here by agree to establish collaboration to terms and conditions set from time to time based on the programs and importance of the technology exchange programs.

This MOU will be for a term of 3 years for the above terms and conditions.

This MOU may also involve parties by mutual consent which may be added later by return addendum to this MOU.

We hereby declare this agreement Mutual Understanding and consent.

Head of The Department,

Department of Civil Engineering,

Dnr College of engineering & technology

Bhimavaram ,A.P (Institution Partner)

Managing Director Unique Survey Solutions

Vijayawada, A.P (Industry Partner)

D.N.R.College of Engg. & Tech.

Mail to info@uniquesurveHUMAYARAM 534 202.



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CONTACT NO: 8008903398, 7993447912

# **MEMORANDUM OF UNDERSTANDING**

#### BETWEEN

# **DNR COLLEGE OF ENGINEERING AND TECHNOLOGY**

AND

YUCAN TECHNOLOGIES

DNR COLLEGE OF ENGINEERING AND TECHNOLOGY

DNR College campus, balusumudi, bhimavaram -534 202. WEST GODAVARI DISTRICT, ANDHRA PRADESH, INDIA

PRINCIPAL

D.N.R.College of Engg. & Tech.

BHIMAVARAM-534 202.



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### **MEMORANDUM OF UNDERSTANDING**

This memorandum of Understanding (hereinafter referred to as the "MOU") executed this 22/01 day of 2019 between the DNR ENGINEERING COLLEGE (here in after shall be referred as DNR) and YUCAN TECHNOLOGIES here in after shall be referred "YUCAN".

**WHEREAS** the DNR COLLEGE is a Higher Educational Institution and autonomous educational institute dully approved by the AICTE, UGC (under Ministry of HRD, Govt. of India) to provide Technical education at under graduate and graduate level.

#### **ABOUT THE DEPARTMENT**

The Department of Mechanical Engineering was established in the year 2010-11; the department offers a four year graduate program in Mechanical Engineering with an annual intake of 120 Students meeting the global demands of engineers. The faculty in the department closely interacts with the industry and brings their experience to enable the graduates meet the global challenges. The department has state-of-the-art labs and equipment to facilitate students to acquire application skills. The department provides facilities for students to learn soft skills and achieve holistic personality. Student chapters of ISTE and institution of engineers (India) further hone Student's skills.

WHEREAS the YUCAN technologies FROM MAYINKRISH Group is a pioneer in providing CAD/CAE/CAM/CFD Solutions for Automobile, Aerospace, Industrial & Defence Domains. YUCAN technologies are one of the leading CAD/CAE/CAM/PLM and Engineering Services Provider in India. With more than 06 years of experience we have been working with companies from cross vertical domains in India and Overseas to support them in their most complex and challenging engineering initiatives while helping them derive best returns on their investments and gained rich industrial Experience in CAD/CAE etc.





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WHEREAS both institutions desire to establish relations in the area of Industry Institute collaboration.

NOW therefore the two parties have agreed to cooperate as follows:-

#### 1. AREAS OF COLLABORATION

- a) Industrial Training
- b) Internship
- c) Industrial Visits
- d) Joint research projects/proto types
- e) Employment to the students in the industry
- f) Consultancy

Under the MOU shall be set down in a specific letter of agreement.

#### **MUTUAL OBLIGATIONS**

- The two parties hereto undertake to jointly solicit for funds including donor funds, research grants, contributions, subscriptions and such related funds for the purpose of realizing any or all the objectives of the collaboration.
- 2. The overall Memorandum does not entail any obligation for the two parties to fund any travels for researchers from the other institution. Provided that funds are available from elsewhere (e.g. concrete collaborative projects), both parties will facilitate practical arrangements related to study visits from the collaborating institution including office accommodation and necessary administrative functions to enable them to carry out programme objectives.
- 3. Both institutions shall seek waiver of duty and value added tax applicable on any equipment and materials for use by students and staff participating in this collaboration. As a general rule, the title and custody of any equipment acquired in the course of the

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#### INTELLECTUAL PROPERTY RIGHTS

All rights created by patent as a result of joint activity shall be shared by DNR COLLEGE and the YUCAN TECHNOLOGIES. Unless all the parties agree, no party shall individually, and without prior notice and consent of the others, file or obtain whether in India or abroad or elsewhere and anywhere any Intellectual Property Rights over any research materials or information under this Memorandum including properties, derivatives or processes including those that may utilize the knowledge of local communities regarding any product or process even such process has been modified to a more sophisticated level by synthetic or any other method. Intellectual Property shall be in any event jointly owned by both parties. Regarding authors' rights, only co-investigators and other scientific staff that have contributed significantly to the study planning, fieldwork, data analysis and write-up, will be included as co-authors.

#### MATERIAL TRANSFER AGREEMENT

Any and all materials transferred between the parties shall be subject to an acceptable 'material transfer agreement' signed by the parities and appended to the agreement of collaboration regarding the individual projects.

#### **DURATION OF THE MEMORANDUM**

This Memorandum of Understanding shall come into effect from the date of execution and shall remain in force for a period of five years.

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WWW.YUCAN.IN CONTACT NO: 8008903398, 7993447912 collaboration shall remain with the host institution upon the expiry of that particular

project as specified in individual 'agreements of collaboration'.

 Both institutions shall abide by current international guidelines on good research practice and ethics available in relation to all research activities.

- Both institutions further agree to bear the cost of administering the programme on such terms as shall be mutually agreed upon from time to time.
- 6. Both parties shall make rules governing the use of their respective facilities including laboratories, library and workshops where such facilities are used to conduct any of the functions of this collaboration as specified in 'agreements of collaboration' regarding each individual project.
- 7. Both parties jointly and independently agree to make available suitable facilities and personnel as and when required and on such terms as to fees, remuneration, insurance, and any other incidents thereto as specified in 'agreements of collaboration' regarding each individual project.
- 8. The parties shall share both in gains and losses of the collaboration including skills, inventions/patents, profits and liabilities whether pecuniary or otherwise provided always Intellectual Property rights shall be shared equally.
- The parties shall keep each other indemnified against all damages to or losses resulting from the fault of their respective agents and/or servants.

#### MANAGEMENT OF THE COLLABORATION

Each Institution shall designate a coordinator to develop and coordinate the program activities.

The initial coordinators are Head of the Institute or the department of MECHANICAL ENGINEERING for the DNR COLLEGE and YUCAN. Notification of change or successor shall be in writing to the other party.

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**IMPLEMENTATION** 

All laws, rules and regulations issued by all parties shall be strictly observed at all times.

SETTLEMENT OF DISPUTES

The parties shall first use reasonable endeavours to amicably settle disputes arising out of or in connection with this Collaboration Agreement.

Where a dispute has not been amicably resolved the parties shall enter into structured negotiation with the assistance of a mediator acceptable to both sides.

Where mediation fails the parties shall settle the dispute through arbitration, such arbitration shall be conducted under the rules of arbitration of the International Chamber of commerce by one or more arbitrators appointed in accordance with the said rules. The award of the arbitration shall be final and binding upon the parties.

**FORCE MAJEURE** 

Either party shall promptly notify the other party, in writing, of any situation or event arising from circumstances beyond their control, which they could not have reasonably foreseen, and which make the performance of all or part of the parties obligations under this contract impossible. Upon notification of the occurrence of such a situation or event, the performance of this contract shall be deemed to be postponed for a period of time equivalent to that caused by the Force Majeure and reasonable period not exceeding one (1) week thereafter shall be allowed for remobilisation to continue the performance of the contract.

**REVIEW AND AMENDMENTS** 

The Memorandum may be amended or revised if both parties agree. Such amendments or revision shall be effective from the date of signature. Amendments may be decided at any time and shall be made in writing upon mutual consent of the parties.

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# TERMINATION OF MEMORANDUM

The memorandum of Understanding may be terminated with immediate effect by mutual agreement between the parties or by either party giving the other not less than six (6) months notice in writing.

IN WITNESS WHEREOF, the Parties hereto have executed this Memorandum of Understanding this 22/01 Day of 2019

SIGNED for and on behalf of the DNR COLLEGE OF ENGG. & TECHNOLOGY:

Dr. U. RANGA RAJU,

THE PRINCIPAL

DNR COLLEGE OF ENGG.

In the Presence of: DNR COLLEGE OF ENGG. & TECHNOLOGY

SIGNED

for and on behalf of the : YUCAN TECHNOLOGIES.

Mr. BRMV KRISHNA

RRMV YH

THE CEO OF (The Company)

FOR YUCAN TECHNOLOGIES,

NAFEEZ BLOCK, BS MAKT

BEGUMPET.

In the Presence of: YUCAN TECHNOLOGIES.

PRINCIPAL
D.N.R.College of Engg. & Tech
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