



Memorandum of Understanding

for

Establishing Marine Navigation and Communication Research Centre (MNCRC) for Research and Development Activities

between

Chaitanya Bharathi Institute of Technology

(Autonomous Institution)

Chaitanya Bharathi (Post), Gandipet,
Hyderabad - 500 075, Telangana, India

www.cbit.ac.in

and

Jawaharlal Nehru Technological University

Kakinada

Kakinada-533 003, Andhra Pradesh, India

www.jntuk.edu.in



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Kakinada - 533 003, Andhra Pradesh, India
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This MOU is entered into on the 31st day of March, 2017

BETWEEN

Chaitanya Bharathi Institute of Technology (A), Chaitanya Bharathi (Post), Gandipet,
Hyderabad- 500075, Telangana, India

AND

Jawaharlal Nehru Technological University, Kakinada, Kakinada-533003, Andhra Pradesh,
India

1.0 Preamble

WHEREAS Chaitanya Bharathi Institute of Technology (A) (hereinafter referred to as "CBIT" which expression shall where the context so admits include its successors and permitted assignees) of the one part and Jawaharlal Nehru Technological University, Kakinada, Kakinada (hereinafter referred to as "JNTUK" which expression shall where the context so admits include its successors and permitted assignees) of the other part; both Parties enter into this MOU to collaborate their efforts to establish and develop a 'Marine Navigation and Communication Research Centre', Academic Exchange and Co-Operation in Teaching, Training, Research and Development in areas with the following details.

1. To collaborate in establishing "**Marine Navigation and Communication Research Centre**" within the premises of JNTUK
2. To jointly promote Research and Development activities especially in the area of "**Marine Navigation and Communication**".
3. To promote exchange of information/data and materials of mutual interest.
4. To promote and facilitate the exchange of research and teaching staff as well as students
5. To organize international conferences, workshops and symposiums
6. Other forms of co-operation which is to be arranged jointly by both Parties
7. With mutual consent, the other constituent colleges of JNTUK may also participate in the programs undertaken under this MoU

BOTH PARTIES mutually agree to the following:

2.0 Effective Date and Duration of MoU

This MoU is effective from the date of its signing and is valid for a duration 3 (Three) years from the date of signing. It may be extended further in writing based on mutual consent.

3.0 Scope of MoU

Establishment and operationalization of Marine Navigation and Communication Research Centre (MNCRC) and apply and execute collaborative research projects on mutually interested topics. Depending upon the need and mutual convenience certain experiments can be planned and executed within overall MoU umbrella. Also, work towards establishing data link between 'Hope Island' and mainland is to be carried out.

4.0 Methodology

- 4.1. Identification of suitable space for establishing the research Centre at JNTUK.
- 4.2. Providing the basic infrastructure facilities in the Centre such as, uninterrupted internet service, Office tables and chairs, Desktops, etc. at JNTUK
- 4.3. Initiating research projects in the area of mutual interest to work in the Centre.
- 4.4. Planning training programs / short courses / workshops / conferences / symposiums involving experts from both institutions and also from outside.

5.0 Deliverables

As such no strict deadlines for achieving the objectives are mentioned in the earlier sections. However, a reasonable and visible progress is expected in the first 3 years.

6.0 Technical specifications

The participating institutions are required to extend the technical facilities such as library, computation systems, internet as and when the faculty / staff / students visit the other institution. As and when any equipment is installed, the maintenance, operation and data acquisition are the responsibilities of the host institution.

7.0 Applicable documents

Any material relevant to the implementation of objectives will be shared by both institutions.

8.0 Guidelines on Data Usage

Data security is not a major concern. The detailed guidelines for any acquired data use appear in **IPR** section.

9.0 Responsibility of Each Party

CBIT and JNTUK shall jointly work towards fulfilling the objectives mentioned in this MoU.

In addition, following are the specific responsibilities.

9.1. CBIT

- 9.1.1 CBIT will propose planning of setup of equipment and infrastructure for the research center at JNTUK.
- 9.1.2 Initiation for proposing new projects will be carried out by CBIT and JNTUK.
- 9.1.3 Initiation for organizing the joint training programs will be carried out by CBIT.
- 9.1.4 CBIT will work out the modalities of Data collection, data sharing etc.
- 9.1.5 Data reception, processing, archival to be done jointly by CBIT and JNTUK.

9.2. JNTUK

- 9.2.1 JNTUK will provide necessary space (approximately 600 sq.ft.) along with infrastructure facilities for the centre and same will remain the property of JNTUK.
- 9.2.2 All the logistics support required for setting up of centre will be provided by JNTUK.
- 9.2.3 JNTUK will provide secretarial assistance on need basis.
- 9.2.4 JNTUK will provide all the necessary facilities for organizing any training programs etc.

9.3. Collaborative Projects

In collaborative projects, the equipment and other items procured under that project belong to the institution to which principal investigator belongs unless and otherwise, it is specifically mentioned in a different way in the project proposal.

10.0 Project schedule

- 10.1. Selection of suitable site for establishing MNCRC within one month from the date of signing MoU
- 10.2. Applying of a research project within 6 months after establishing the Centre.
- 10.3. Organizing a training program within 1 year after the obtaining the project from a sponsorer.

11.0 Training

As such no formal training is required. However, informal training can be imparted by experts from both JNTUK and CBIT.

12.0 Project Monitoring

- 12.1. JNTUK and CBIT shall identify focal person(s) who shall be responsible for organizational matters and interacting for day to day operation, such as functioning of newly established Centre, further improvements etc.
- 12.2. Each party shall pursue its own research that involves data from the equipment installed, with mutual consultation.
- 12.3. A periodic (Quarterly) status report should be generated jointly by CBIT and JNTUK regarding the MNCRC.

13.0 Implementation

Both Parties shall strive for establishing MNCRC at JNTUK and exchange in research, teaching and training programs whenever the opportunity arises.

14.0 Laws and Regulation

This MOU is subjected to the laws and regulations of their respective states.

15.0 Financial Arrangements

- 15.1. All expenses including salary, travel, living and varied costs and expenses shall be borne by their respective parent institution, unless the parties agree otherwise.
- 15.2. Any profit arising from this MOU shall be distributed between both parties, the quantum of which shall be determined by both the parties.

16.0 Functionaries

Prof. A.D. Sarma, Prof. N.V. Koteswara Rao and Prof. D. Krishna Reddy
(Authorized representatives - CBIT TEAM)

Prof. A.M. Prasad, Dr. B. Leela Kumari and Dr. T. S. N. Murthy
(Authorized representatives - JNTUK TEAM)

17.0 Confidentiality

- 17.1. The parties to MoU will maintain utmost confidentiality in sharing data.
- 17.2. During the tenure of MoU and thereafter both parties undertake on their behalf and on behalf of their employees / representatives to maintain strict confidentiality and prevent disclosure thereof of all the information and data

exchanged/generated pertaining to this agreement. However, the data may be published and shared jointly for scientific publication after mutual consent in writing.

- 17.3. Both Parties undertake to observe confidentiality towards other parties not concerned or connected with this MOU. Any confidential information disclosed to either party pursuant to this MOU shall not without prior written consent of the other Party be disclosed to a third Party or be used for any purpose not expressly permitted in writing by the other Party.
- 17.4. The confidentiality provisions apply to all confidential information exchanged including any confidential information exchanged in preliminary discussions and during negotiations relating to matters within the scope of this MOU.
- 17.5. For purposes of this MOU, "confidential information" includes all technical know-how, financial information and other commercially valuable information in whatever form including unpatented inventions, trade secrets formulas, graphs, drawings, designs, tables, flow charts, process charts, biological materials, samples, devices, models and other materials of whatever description which the disclosing Party claims is confidential to itself and over which it has full control and include all other such information that may be in the possession of the disclosing party's employees or management.

18.0 Intellectual Property Rights

Both Parties shall abide by the laws and regulations on intellectual property rights of their respective states and institutions.

All the research results and foreground information as well as foreground Intellectual Property Rights, generated out of or involving the data, its derivative or information thereof, from the systems and sites established as per terms of this MoU whether or not legally protected, shall be owned by both JNTUK and CBIT and will be free to use such data for their internal R&D purposes with intimation to each other.

JNTUK / CBIT will not disclose any research result and foreground information, generated out of or involving the data, its derivative or information thereof from the systems established as per terms of this MoU to any third party without seeking prior written permission.

Notwithstanding any provisions mentioned above or any future licensing agreements, both parties shall be deemed to have all rights including non-exclusive, irrecoverable and royalty-free license for the unlimited development and use of any and all foreground information and

foreground Intellectual Property Rights, generated out of or involving the data, its derivative or information thereof, from the systems established (at given site) as per terms of this MoU, whether or not legally protected, for the purposes of its own applications.

19.0 Changes in Scope of Work

Any change in scope of work would be with mutual consent of both the parties in writing.

20.0 Modifications to MoU

- 21.1. Any amendment or modifications of this MOU shall be in writing by both the parties.
- 21.2. The modifications/changes shall be effective from the date on which they are made/ executed, unless otherwise agreed to.

21.0 Force Majeure

Neither party shall be held responsible for non-fulfillment of their respective obligation under this MoU due to circumstances beyond their control but not limited to war, flood, cyclones, riots, strikes etc. If such condition continues beyond six months, the parties shall then mutually decide about the future course of action. Either party shall intimate each other of any such event.

22.0 Indemnity

Both parties shall exercise reasonable skill, care and diligence in the performance of this MoU activity and indemnify and keep indemnified each other party in respect of any loss, damage or claim howsoever arising out breach of MoU terms, statutory duty or negligence by either of the parties or its employees, agents or subcontractors in relation to the performance or otherwise of the services to be provided under this MoU.

23.0 Termination of MoU

- 23.1. During the validity of the MoU, each party is free to dismantle the systems established as per terms of this MoU with intimation to other party.
- 23.2. Similarly, if JNTUK considers it necessary to dismantle the Centre established as per terms of this MoU for unavoidable reason at a given site, JNTUK will try to provide an alternate site to relocate the Centre. If however, JNTUK fails in providing such alternate, CBIT will be free to withdraw from MoU.

24.0 Arbitration

In the event of any dispute or difference between the parties hereto, such disputes or differences shall be resolved amicably jointly by Registrar, JNTUK and Principal, CBIT.

25.0 Jurisdiction

Hyderabad shall be the jurisdiction.

In witness whereof, the parties hereto have signed this MOU on the 31st of March 2017

WM 31/3/17
G.V.R. Prasada Raju
Principal, UCEK

Jawaharlal Nehru Technological
University, Kakinada
Kakinada – 533 003
PRINCIPAL
University College of Engineering, Kakinada,
JNTUK Kakinada-533 003

In the Presence of

Witness

1. *A. m. premed*
2. *K. Padmalay*



B. Chennakesava Rao 31/3/17
(Dr. B. Chennakesava Rao)
Principal

Chaitanya Bharathi Institute of
Technology (CBIT) (A)
Hyderabad – 500 075

PRINCIPAL
Chaitanya Bharathi Institute
of Technology
GANDIPET, R. R. (Dist.)
HYDERABAD – 500 075

Witness

1. *A. S. ...*
2. *N. V. Kote*

