

Memorandum of Understanding (MoU)

Between

KLE DR. M. S. SHESHGIRI
COLLEGE OF ENGINEERING AND TECHNOLOGY, BELAGAVI
and
NETALKAR ENGINEERS, UDYAMBAG, BELAGAVI

This MEMORANDUM OF UNDERSTANDING is made and entered into on 16-09-2019 between the Department of Mechanical Engineering of KLE Dr. M. S. Sheshgiri College of Engineering and Technology, Belagavi, Karnataka hereinafter called KLE DR.MSSCET represented by the Principal on the ONE PART and *Netalkar Engineers, Udyambag, Belagavi*, Karnataka represented by the CEO, on the OTHER PART (who for the purpose of this MoU are hereinafter individually referred to as 'PARTY' and collectively referred to as the 'PARTIES').

The PARTIES, having discussed the fields of common research interests and allied activities between industry and institution, have decided to enter into a long-term collaboration in education, training, and research.

WHEREAS KLE DR.MSSCET is an institution of national importance (formerly known as KLE Society's College of Engineering and Technology) was established in 1979. It offers academic programs at undergraduate, postgraduate, and Ph.D. level in Engineering, Technology, and Management. KLE DR.MSSCET is recognized by the All India Council for Technical Education [AICTE], New Delhi, and Permanently Affiliated to Visvesvaraya Technological University [VTU], Belagavi.

AND WHEREAS NETALKAR ENGINEERS IS involved in manufacturing, technology transfer, and training in the areas of Crankshaft manufacturing and induction hardening.

AND WHEREAS it has been considered expedient to agree in writing to participate jointly in undertaking research and academic projects as per the expertise and logistics available with the PARTIES.

Article 1. Objectives

- 1.1 To undertake joint research projects, consultancy works, technology transfer activities such as training workshops, seminars/conferences in the area of Crankshaft manufacturing, and induction hardening.
- 1.2 To impart internship training to undergraduate & postgraduate students, guidance to Doctoral / PG dissertations
- 1.3 To publish research outputs from collaborative studies / projects in journals / conferences, etc.
- 1.4 To provide expertise and knowledge in mutually beneficial research, educational and social activities.
- 1.5 To share the laboratory facilities for research and industrial consultancies.

Article 2. Areas of Research Cooperation

- 2.1 Crankshaft manufacturing
- 2.2 Induction Heating

Article 3. Forms of Cooperation

- 3.1 Internships to students
- 3.2 Academic projects
- 3.3 Knowledge transfer through seminars and lectures on topics of mutual interest and relevance
- 3.4 Technology transfers
- 3.5 Use of equipment / instruments available in either organization for R&D activities

Article 4. Exchange of Information and Research Samples

- 4.1 The term "information" includes scientific or technical data, results and/or methods of investigation, and other information intended to be provided or exchanged or arising under the objectives identified under Article 1. The PARTIES shall take all measures to protect the secrecy of and avoid disclosure and unauthorized use of the information which is confidential and outside the public domain.

Article 5. Publications and Intellectual Property Rights

- 5.1 Any research publications and intellectual property rights arising out of the academic and joint research projects shall be jointly published and when patented, will be jointly and equally owned by KLE DR.MSSCET and Netalkar Engineers.
- 5.2 The procedural formalities for securing and maintaining intellectual property rights shall be the responsibility of both PARTIES.
- 5.3 The PARTIES shall not assign any rights and obligations to any third PARTY[IES] without consent of the other party.

Article 6. Implementation

6.1 The Parties agree to constitute a Management Committee as follows:

Department of Mechanical Engineering, KLE DR.MSSCET, Belagavi	Netalkar Engineers, Udyambag, Belagavi
Head of Department	CEO, Netalkar Engineers, Udyambag, Belagavi [Chairperson]
Professors [Convener / co-convener]	Convener
All faculty members of Department [Members]	Members of Netalkar Engineers, Udyambag, Belagavi

- 6.2 The Management Committee shall conduct a review meeting at least once in a year either at KLE DR.MSSCET, Belagavi, or at Netalkar Engineers, Udyambag, Belagavi.
- 6.3 Based on the education, training, and research requirements of students, research scholars, project assistants, and staff, the management committee shall, in consultation with the faculty, decide on topics and the mode of cooperation for each academic year the tenure of this cooperation.
- 6.4 The convener and co-convener shall be the contact persons for all the cooperation and other related issues identified in this understanding.

Article 7. Finance

- 7.1 Each PARTY shall bear the respective costs of carrying out the obligations under this agreement. Neither PARTY shall make a claim against the other PARTY for any expenditure unless such expenditure has been agreed upon in writing between the PARTIES.

Article 8. General Provisions

- 8.1 The access to research instrumentation and other enabling facilities at the Parties workplace(s) shall comply with the respective regulations.
- 8.2 The PARTIES shall not use any of the confidential information which is required to be held in confidence for any purpose other than the performance of their obligations under this understanding.
- 8.3 The implementation of the areas and forms of cooperation identified under Articles 2 and 3 shall be subject to the availability and convenience of scientists, faculties, and infrastructure facilities available at the PARTIES workplaces.
- 8.4 The PARTY organizing a particular project/work shall have the nodal responsibility for implementing such works.
- 8.5 There can be exchange visits by faculty members for academic and research purposes as and when it necessitates.
- 8.6 A Netalkar Engineers, Udyambag, Belagavi can offer to undertake joint supervision / training of not more than two students in an academic year ranging for a period not exceeding forty-eight months, to work on thesis oriented programs of KLE DR.MSSCET and Netalkar Engineers, Udyambag,

- Belagavi staff either as dissertation students or summer project interns. KLE DR.MSSCET shall arrange to send the applications of short-listed candidates, not exceeding two students per faculty, through the Convener identified under Article 6.1.
- 8.7 All questions related to this understanding arising during its term shall be settled by the PARTIES by mutual agreement. The disagreements at the operational level shall be forwarded to the respective higher officials for appropriate resolution failing which an arbitrator of mutual acceptance may be identified.
- 8.9 Nothing in this understanding is intended to affect other cooperation or collaboration between the PARTIES.
- 8.10 All the collaboration activities pursuant to this agreement shall be conducted in accordance with the laws and regulations governing KLE DR.MSSCET and Netalkar Engineers, Udyambag, Belagavi

Article 9. Entry into Effect and Termination

- 9.1 This agreement shall be initially valid for a period of 5 years to be extended for another five years on mutual understanding. The parties may extend the term of this agreement for additional periods as desired under mutually agreeable terms and conditions, which shall be done in writing and signed by the parties.
- 9.2 The parties shall be entitled to terminate the agreement in case of breach by any of the parties not adhering to stipulation provided hereinafter giving notice of thirty days to cure such violation, and the party has failed and neglected to rectify the breach thereof after the notice.
- 9.3 No such early termination of this agreement, whether mutual or unilateral, shall affect the obligations of the parties under this agreement entered into pursuant to this understanding which obligations shall survive any such termination.

Article 10. Amendments

- 10.1 This MoU represents the entire understanding between the PARTIES and supersedes any and all understandings, either oral or written, hitherto with respect to the subject matter of this understanding.
- 10.2 No amendment or modification of the MoU shall be valid unless the same is made in writing by both the PARTIES and explicitly stating the same to be an amendment of the MoU. The modifications shall become part of the MoU and shall be effective from the date on which they are executed unless otherwise agreed to.

Article 11. Assignment

- 11.1 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.

Article 12. Non-exclusivity

- 12.1 The relationship of the PARTIES under this understanding shall be non-exclusive, and both PARTIES are free to pursue other agreements or collaborations of any kind.

Article 13. Conflicts

13.1 Conflicts, if any, arising during the agreement, shall be resolved through mutual understanding and consent.

This MoU has been executed in two originals, one of which has been retained by KLE DR.MSSCET and the other by Netalkar Engineers, Udyambag, Belagavi.

IN WITNESS WHEREOF, the PARTIES have executed this MoU and represent that they approve, accept, and agree to the terms contained herein.



Name : Dr. Basavaraj G. Katageri

Title : Principal

Seal :

PRINCIPAL
KLE Dr. M. S. Sheshgiri
College of Engg. & Tech.
BELAGAVI.




Name : Mr. Sanil Netalkar

Title : CEO, Netalkar Engineers

Seal :

In the presence of




16/09/2019

Name : Dr. Chandrashekar V. Adake

Title : Professor, Head of Department

Address: KLE Dr. MSS CET, Belagavi



16.09.19

Name : Prof. M. Sadiq A. Pachapuri

Title : Assistant Professor

Address: KLE Dr. MSS CET, Belagavi