

CDAC MCB
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for reference
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6/5/16

समझौता ज्ञापन (एम ओ यू)

प्रगत संगणन विकास केंद्र वेल्लयंबलम, तिरुवनंतपुरम

एवं

मोहनदास कॉलेज ऑफ इंजीनियरिंग और प्रौद्योगिकी, नेदुमनगड, तिरुवनंतपुरम

के बीच

यह समझौता ज्ञापन आज जनवरी 2016 की तिथि ... ("प्रभावी तिथि") को तिरुवनंतपुरम में एक पक्ष में

मोहनदास कॉलेज ऑफ इंजीनियरिंग और प्रौद्योगिकी, नेदुमनगड, तिरुवनंतपुरम, 695544 (एतद्वारा एम सी ई टी कहलाएगा जिस अभिव्यक्त में जब तक विषय अथवा तत्संबंधी प्रसंग से अन्यथा अपेक्षित नहीं हो, तब तक उसके वारिस, निष्पादक, उत्तराधिकारी या प्रशासक तथा अनुमत अभ्यर्पितियां शामिल होंगे अथवा शामिल समझे जाएंगे) जिसका प्रतिनिधित्व डाइरेक्टर, मोहनदास कॉलेज ऑफ इंजीनियरिंग और प्रौद्योगिकी, द्वारा किया जाता है

और

दूसरे पक्ष में प्रगत संगणन विकास केंद्र (सीडैक), वेल्लयंबलम, तिरुवनंतपुरम जो भारत सरकार के संचार एवं सूचना प्रौद्योगिकी मंत्रालय की वैज्ञानिक सोसाइटी सी-डैक का एक संघटक युनिट है तथा सोसाइटी पंजीकरण अधिनियम, 1860 के तहत पंजीकृत है एवं जिसका पंजीकृत कार्यालय पूणे में स्थित है, (एतदपश्चात् "सी-डैक(ति)" कहलाएगा जिस अभिव्यक्ति में जब तक विषय अथवा तत्संबंधी प्रसंग से अन्यथा अपेक्षित नहीं हो, तब तक उसके वारिस, निष्पादक, उत्तराधिकारी या प्रशासक तथा अनुमत अभ्यर्पितियां शामिल होंगे अथवा शामिल समझे जाएंगे) जिसका प्रतिनिधित्व कार्यपालक निदेशक, सीडैक द्वारा किया जाता है ।

के बीच निष्पादित किया जाता है ।

1. AREA AND SCOPE OF COOPERATION

The purpose of this memorandum of understanding is to formally express the mutual wish of MCET and C-DAC(T) to associate in Software Technologies, Cloud Computing, GIS technology, Knowledge Management initiatives, Collaborative teaching, Research and Development. This is a legally non-binding agreement, which outlines an intention to promote collaboration between the above mentioned institutions. This document would be followed by an Agreement in future specifying the areas of collaboration and sharing which will have legal binding.

Generally speaking and within the limits of financial means of each institution, the cooperation will take the following form:

1. Expert Lectures: C-DAC(T) may deliver expert lectures in the areas of Big Data, Cloud Computing, Cyber Forensics, Information Security or related fields suited to requirements of B.Tech/M.Tech programmes conducted by MCET, at the discretion of C-DAC(T), inturn MCET will provide the expertise of the faculty in delivering lectures in advanced topics relevant to CDAC(T)
2. Collaborating in R&D Projects: MCET has expertise in the areas of different disciplines of Electronics and Computer science, and can take up project modules of C-DAC(T), if C-DAC(T) desires so. C-DAC(T) and MCET may also prepare joint project proposals and approach funding agencies.
3. MCET may request C-DAC(T) for setting up facilities in advanced areas as per the needs of the instition and the cost of these may be worked out on mutual terms.
4. Organising joint conference, methodology workshop, professional development programmes, training programmes etc.
5. Student Projects: C-DAC(T) may offer B Tech/ M Tech projects to B.Tech/M.Tech students.
6. Industrial training : C-DAC (T) may offer Industrial training to students as a part of curriculum requirement of B.Tech
7. Preplacement trainings: The students of B.Tech programme may be given Preplacement training on relevant technical skills under a programme designed as per market requirement at that time.
8. Training : C-DAC(T) may offer training programs to students and teachers of MCET.
9. Wherever possible, support each other in different teaching, research, development and professional training activities;
10. Invitation of teachers, researchers and developers to participate in seminars, conferences, courses and meetings on research themes of common interest;
11. Co-direction or co-supervision of doctoral theses.
12. Any other project of common interest suggested by either of the two parties.

Nothing in this Memorandum is intended to or shall be deemed to establish an exclusive relationship between the parties or to restrict any activities that either party would otherwise be able to undertake. Nothing in this Memorandum is intended to or shall be deemed to establish

MEMORANDUM OF UNDERSTANDING [MOU]

BETWEEN

**CENTRE FOR DEVELOPMENT OF ADVANCED COMPUTING VELLAYAMBALAM,
THIRUVANANTHAPURAM**

AND

**THE MOHANDAS COLLEGE OF ENGINEERING AND TECHNOLOGY, NEDUMANGAD,
TRIVANDRUM**

This Memorandum of Understanding is entered into at Thiruvananthapuram on this 8th Day of February+6 2016

BETWEEN

Mohandas College of Engineering and Technology, Nedumangad, Trivandrum, 695544 (herein after referred to as MCET which expression shall unless it be repugnant to the context or meaning thereof to be deemed to mean and include its successors and assigns) represented by **Director, Mohandas College of Engineering and Technology, of the ONE PART.**

AND

Centre for Development of Advanced Computing, Vellayambalam Thiruvananthapuram a Constituent unit of C-DAC, A Scientific society under the Ministry of Communications and Information Technology, Government of India, registered under the Societies Registration Act of 1860, having its Registered office at Pune, hereinafter referred to as C-DAC(T), which expression shall, unless it be repugnant to or in consistent with subject or context thereof, include and be deemed to include their heirs, executors, successors or administrators and assigns, of their represented by **Executive Director, C-DAC(T) of the OTHER PART.**

MEMORANDUM OF UNDERSTANDING [MOU]

BETWEEN

**CENTRE FOR DEVELOPMENT OF ADVANCED COMPUTING VELLAYAMBALAM,
THIRUVANANTHAPURAM**

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BETWEEN

Mohandas College of Engineering and Technology, Nedumangad, Trivandrum, 695544 (herein after referred to as MCET which expression shall unless it be repugnant to the context or meaning thereof to be deemed to mean and include its successors and assigns) represented by **Director, Mohandas College of Engineering and Technology, of the ONE PART.**

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any partnership or joint venture between the parties or constitute any activities that either party would otherwise be able to undertake.

2. PERIOD

The present Memorandum of Understanding takes effect as from the date of signature of this Memorandum of Understanding by both parties and remains valid for a period of 2 years. If one party plans to withdraw from the agreement, it must give notice in writing 3 months in advance, on the understanding that any ongoing actions should be carried through to a successful conclusion.

3. DISPUTE RESOLUTION AND ARBITRATION

In the event of dispute or a difference of any nature whatsoever between the parties during the course of performance of respective obligations arising out of this agreement, the parties agree to refer the matter to the Heads of the Institutions to resolve the disputes keeping in view the best interest of the parties and in keeping with the spirit of performance of this agreement. If the matter still remains unresolved, then the same may be referred to a mutually agreed agency.

4. FORCE MAJEURE

Without prejudice to accrued liabilities and rights, no party shall have any liability whatsoever to the other Party or be deemed to be in default by reason of delay or failure in performance under this memorandum of understanding to the extent that such delay or failure is caused by or arises from acts or circumstance or events beyond the reasonable control of that party, including but not limited to acts of god, acts or regulations of any governmental authority, war or national emergency, accident, fire, riot, strikes, lock-outs, industrial disputes, natural catastrophes or epidemics. Each Party shall bear its own losses arising from such force majeure event(s), if any.

5. INTELLECTUAL PROPERTY

All prior information, design and data existing with either party before the signing of this MoU (pre-existing IP) shall be the sole property of the concerned party. All Intellectual Property including design information, designs, architecture, framework, source codes and data generated through the collaboration under this MoU shall be as mutually agreed in writing and also as per the guideline of the funding agency, if such an agency is involved.

The terms and conditions of this memorandum of understanding shall not be disclosed to any third parties by any party of this memorandum of understanding without the prior written consent of both parties.

This memorandum of understanding shall be governed by the laws of Union of India and State of Kerala.

IN WITNESS WHEREOF, the parties hereto have caused this memorandum of understanding to be executed in duplicate, through their representatives at Thiruvananthapuram in the day and year first above written:

Now the memorandum of understanding witnesses as follows

For and on behalf of C-DAC(T)

For and on behalf of MCET

Name : **Ramani B.**
Designation : **Executive Director,
C-DAC(T)**

Name : **Dr. Ashalatha Thampuran**
Designation: **Director, Mohandas
College of Engineering &
Technology**

Place: **Thiruvananthapuram**
Date : **08/02/2016**

Place : **Thiruvananthapuram**
Date : **08/02/2016**

Witnesses:

Witnesses:

Name : **Sasi P. M.**
Designation : **Associate Director,
HSTG, C-DAC(T)**

Name : **Dr. S. Sheela**
Designation **Principal
Mohandas College of
Engineering & Technology**

Name : **Dr. Alexander G.**
Designation : **Joint Director,
HSTG, C-DAC(T)**

Name : **Dr. P. Jayaprakash**
Designation **Professor & HoD,
Dept. of Computer Science
Mohandas College of
Engineering & Technology**