

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding is made on 16/01/2018 ("MoU"), by and between **Bosch Rexroth India Pvt. Ltd.**, a company incorporated under the laws of India and having its registered office at Near Village Iyava, Sanand-Viramgam Highway, Taluka Sanand, Ahmedabad 382170 and a local office at Municipal No 31, Sy. No 37/1, Andrahalli, Bengaluru -560091, (hereinafter called "DCIN");

AND

Dayananda Sagar Academy Of Technology And Management, Bangalore, an educational institution located at Kanakapura Road , Bangalore (hereinafter referred to as "DSATM").

DCIN and DSATM shall hereinafter be collectively referred to as "**Parties**" and individually as "**Party**"

WHEREAS

- A. DCIN is primarily engaged in the business of Automation Technologies (Manufacture of Hydraulics, Drives and Controls for Automation);
- B. DSATM is an educational institution which aims at fostering advancement of education in different engineering and scientific disciplines; and
- C. The Parties wish to co-operate with each other as per the terms and conditions enumerated in this MoU.


NOW THEREFORE THE PARTIES SET FORTH THEIR PRELIMINARY UNDERSTANDING AS FOLLOWS:

1. **Purpose:** Bosch Rexroth is a 100% owned company of Bosch. Bosch Rexroth India is a 100% owned company of Bosch Rexroth AG, Germany. Under the brand name of Rexroth, the company supplies its customers with tailored solutions for driving, controlling and moving. As The Drive & Control Company, Bosch Rexroth develops, produces and sells components and systems in more than 80 countries in the technology fields Electric Drives and Controls, Industrial Hydraulics, Mobile Hydraulics, Linear Technology, Assembly Technology and Pneumatics.

DSATM is a premier Institution engaged in imparting quality education in Engineering and Technology as well as in Research and Development in contemporary fields. Over the years DSATM has carved out a niche for itself as one of the best technical institutes in India. The primary objectives of the Institute are to produce competent engineers with an innovative bent of mind, offer high quality consultancy and testing services and generate new knowledge, through research and development, for the benefit of society.

To strengthen their relationship, DCIN& DSATM have agreed to enter into a strategic alliance on terms mutually beneficial to them.


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Principal / Director
Dayananda Sagar Academy of
Technology & Management
Udayapura, Kanakapura Road
Opp. Sree Living, Bengaluru - 560 082


Dr. B. R. Lakshminikantha Ph.D.
Principal / Director
Dayananda Sagar Academy of
Technology & Management
Udayapura, Opp. to Ravishankar Ashrama
Kanakapura Road, Bangalore - 560 082

2. Objectives of Cooperation under the MoU

The main objective of this MoU is to make students in identified disciplines of DSATM readily suitable for the industry, for example in companies applying automation solutions, and also provide a platform to build a relationship between DCIN & DSATM.

The primary goals are:

- 2.1 To develop and foster strategic linkages with DSATM and the technical departments at DCIN;
- 2.2 To assist the students and enhance their fundamental knowledge and concepts behind some of the latest technologies in which DCIN is involved;
- 2.3 To bridge the gap between Academic and Industry,
- 2.4 Enhance with Modern trends, Development and Research Activity (Ex:- Industry 4.0 and Open Core technology)
- 2.5 Works on the Concept of Technological Institute in a technical institute, with its own resources – Laboratories, Teach wares, licensed software, Curriculum and Syllabus.

3. Coordination:

DCIN and DSATM will establish a 'Joint Working Group' for coordination. Both Parties shall ensure that the Joint Working Group comprises of appropriate personnel to discuss and implement the measures mentioned in this MoU, DCIN shall be represented the section responsible for Academic relationship along with representation from Human Resource Department at Bangalore. DSATM shall be represented by Principal, HOD of concerned discipline which interacts with DCIN and the placement officer. Both Parties shall take all reasonable steps to cooperate and ensure successful implementation of all the measures mentioned in this MoU.

4. Mechanisms for Cooperation:

The 'Joint Working Group' shall implement, administer and execute the following measures as under

4.1 Technical guidance for creation of Automation/IOT related Labs

DCIN will use its reasonable endeavors to support DSATM by creating experiments for Computer Science program. While setting up the laboratory, support would be in the form of extending expert opinion and training (if necessary) to the extent possible as decided by DCIN. DCIN would guide DSATM with respect to the equipment that are useful for **Automation/IOT related Labs** to cater to curriculum of UG programs of DSATM and also for research work;

DCIN will use its reasonable endeavors to ensure that the faculty members are trained to conduct the experiments i.e. 'Train the Trainer Program'. DCIN would also conduct few guest lectures at DSATM to support the delivery of the connected subject.

[Handwritten signature]
Principal / Officer
Dayananda
Technology & Management
Udayapura, Kanakapura Road
Opp
of Living, Bengaluru - 560

No patent, copyright or other intellectual property rights are transferred by this MoU, nor is any right or license under any invention or patent granted hereunder.

6. Term & Termination:

This MoU shall come into effect from **16th NOVEMBER 2018** and shall remain in full force and effect for a period of 3 years. Thereafter, this MoU may be renewed in writing on such terms and conditions as mutually discussed and agreed between the Parties.

Either Party shall have the right to terminate this MoU by giving thirty (30) days notice in writing to the other Party.

7. Liability:

NEITHER PARTY SHALL BE LIABLE FOR ANY DIRECT, INDIRECT OR CONSEQUENTIAL LOSS, DAMAGE, COST OR EXPENSE OF ANY KIND WHATEVER AND HOWEVER CAUSED, WHETHER ARISING UNDER STATUTE, CONTRACT, AND TORT OR OTHERWISE UNDER THIS MOU.

8. Arbitration:

Any dispute and/or difference arising out of or pertaining to this MoU, shall first be resolved by the Parties through negotiations, failing which the same shall be subject to arbitration of arbitrator/s to be set up by Parties on mutual consent, such dispute and/or difference shall be settled by Arbitration in Bangalore in accordance with the Indian Arbitration and Conciliation Act, 1996 ("Act of 1996") by three (3) arbitrators, appointed in accordance with the Act of 1996.

9. Governing Law and Jurisdiction:


This MoU shall be governed by the laws of Republic of India. Any dispute arising in connection therewith shall be submitted only to the Courts in Bangalore, India.

10. Non Solicitation:

DSATM shall not directly or indirectly solicit, or cause to be solicited the employment of any employee of DCIN, who is involved in the performance or management of its obligations under this MoU.

11. GENERAL

- (i) **Use of logos:** The use by a Party of the name, logo and/or official emblem of the other Party on any publication, document and/or paper is allowed only, after seeking explicit permission in writing by such other Party.
- (ii) **Representation:** Neither Party shall represent the other Party in any manner. This MOU does not give authority to DSIT to either represent or exercise opinion or decision, on behalf of the DCIN.


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4.2 Creation/Updation of syllabus for DSATM

DCIN will use its reasonable endeavors to support DSATM with respect to content Beyond Syllabus for curriculum creation/updating, which would help enhance the technical skills of DSATM students. This will ensure that the students are readily absorbed by the industry.

4.3 Technical presentations and talks at DSATM

DCIN will use its endeavors to provide its speakers to participate and deliver technical presentations and talks on topics that would be jointly decided by DSATM and DCIN.

4.4 Projects for students

DCIN will use its endeavors to explore the possibility of increased student and faculty interface by way of projects for students from undergraduate courses, depending on the need for and availability of such projects in DCIN.

4.5 DSATM offerings to DCIN (without any legal obligations or commitment)

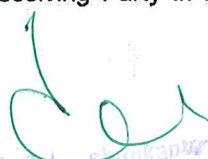
- 1 To encourage Engineers at DCIN to pursue higher qualification and apply for PG and Ph.D programs at DSATM under industry sponsored scheme subjected to institute norms related to eligibility and selection process
- 2 Technical talks and lectures by DSATM faculty on need basis;
- 3 Provide campus placement facility at DSATM within the framework of Institute norms.

5. Confidentiality

Either Party guarantees and acknowledges that all information whether in writing or oral or otherwise obtained from other Party under this MoU would be kept strictly confidential during the MoU or after cessation; either Party shall not divulge, disclose or impart such information to any third person / organization unless compelled by a lawful order of a court of law or as a result of binding legislation. The provision of this clause shall survive the termination of this MoU.

All confidential information submitted by one Party to the other shall remain the property of the Party from which it originates. Each Party shall return to the other all the confidential information received from the other Party and any copies thereof, promptly upon the request of the other Party which disclosed the confidential information, however, one copy may be retained for archival purpose.

No other warranties are made by either party under this MoU and all information exchanged under this MoU is provided "as is". The disclosing Party shall not be in any way responsible for any decisions or commitments made by receiving Party in reliance with the disclosing Party's confidential information.


Dr. B. K. L. Shankar
Principal / Dire
Dayananda Sagar Institute of
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12. Binding:

This MoU shall be binding on the Parties.

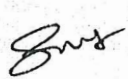
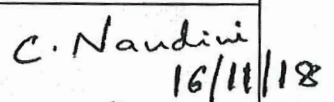
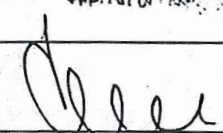
The Parties hereby acknowledges that this MoU is confined to general frame work terms agreed between the Parties for mutual co-operation. Therefore, this MoU shall have no further force and effect, if no specific contracts or minutes are entered into between DCIN and DSATM to carry out any specific activity, mutually discussed and agreed between the Parties.

13. Entire Agreement


This MoU supersedes and replaces any and all prior agreements, understandings or arrangements, whether oral or written here to fore made between the Parties and relating to the subject matter hereof, and constitutes the entire understanding of the Parties with respect to the subject matter of this MoU. This MoU may not be modified, changed, altered or amended except by an express written agreement signed by all Parties hereto.

14. Counterparts:

This MoU may be executed in counterparts, each of which shall be deemed to be the original and all counterparts shall collectively constitute a single instrument.

Signatories from Bosch Rexroth India Pvt. Ltd.		Signatories from (DSATM)	
Name and Designation	Signature	Name and Designation	Signature
Mr. Santosh S Sr. Manager		Dr. C Nandini (Vice Principal, Professor & Head, Dept. Of CSE, DSATM)	 16/11/18 Dr. C. NANDINI, Professor & Head, Dept. of Computer Science & I Dayananda Sagar Academy of Technology & Ma Udayapura, Kanakapura Road, Opp. Art of Living, Bangalore - 560 082
		Dr.B R Lakshmikantha Principal, DSATM	




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