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Memorandum of Understanding between
M/S Ananth Technologies Pvt Ltd., Hyderabad
And
National Institute of Technology Calicut

This Memorandum of Understanding (MoU), is made on this the 2<sup>nd</sup> day of March, 2024 by and between **Ananth Technologies Pvt. Ltd.**, a company incorporated under the laws of Republic of India, having its principal place of business and registered office at Plot No.39, Ananth Info Park, Hitec City, Phase-II, Madhapur, Hyderabad-500081, India (hereinafter referred to as '**ANANTH**' which expression shall, unless repugnant to the meaning or context thereof, mean and include its successors and assigns

And

National Institute of Technology Calicut hereinafter referred to as NITC

1. Introduction

**ANANTH** is in the business of Design, Development, Re-engineering, Manufacturing, Marketing of On-board& ground aero-space systems, software, IT products and Engineering Services.

No. 2826 CRS 50 Name Director, NIT Calicus

Date 1.3.2024

CHATHAMANGALAM SRO VENDER V. PUSHPANGATHAN **National Institute of Technology Calicut** is a prestigious Technical Institution of national importance set up by an Act of parliament (Act 29 of 2007) engaged in providing meaningful and quality education in engineering and science while conducting original research of highest standard. It offers eleven undergraduate and twenty-five postgraduate programmes apart from Ph.D

Whereas the parties have decided to enter into a strategic alliance on terms mutually beneficial to them.

### 2. Objectives of Cooperation

The main objective of this MoU is to provide a platform to build a strong and mutually fruitful relationship between ANANTH and NITC. The primary goals are:

- 1. To develop and foster strategic linkages with *NITC* and the departments at ANANTH and to establish a Satellite Research Centre at NITC campus.
- 2. To assist the faculty members, Staff and students of the Institute to enhance their knowledge about the latest technologies in which ANANTH is involved.
- 3. To understand the needs and expectations of both the Institute and the organization and to identify the measures required to meet requirement therein.
- 4. To promote, collaborate and share knowledge in the Space and related areas with other institutions

## 3. Setting up the Satellite research centre

One of the core objectives of this collaboration is to set up a satellite research centre at NIT Campus with the help of ANANTH. Both parties agree to work together towards achieving this goal. The broad responsibilities of parties towards this are as follows:

- 1. NITC will identify a suitable space of sufficient area for establishing the centre.
- 2. ANANTH will establish the centre at the space in a mutually agreeable form.
- NITC will do the necessary modifications in civil structure and electrical/water connections as suggested by the experts from ANANTH or its partners.
- 4. The complete plan of implementation will be formulated in a mutually agreeable form through a detailed proposal

# 4. Coordination

ANANTH and NITC will establish multi-level committees for coordination of activities related to the established centre. Both parties will ensure that the committees comprise of appropriate personnel to discuss and implement the core essence of this MoU. The committees may include expert members from outside of both the organizations, if required. The responsibilities of each committee will be clearly defined during its formation. The formation and responsibilities of the committees will be decided through mutual discussion between both parties. The committees shall take all reasonable steps to ensure smooth functioning of the satellite research centre in order to meet its goals defined from time to time.

#### 5. Other Activities

Other than the establishment of Satellite research centre, both parties may work together in the following points also.

### 5.1 Joint collaboration on projects

NITC and ANANTH shall explore the possibility of collaborating on projects and leveraging respective expertise and strengths in new technology and innovation areas. The collaboration could be between the students, faculty and incubated start-ups part of NITC and the functions and employees of ANANTH and also potentially include consultancy services from NITC faculty for ANANTH customer projects on the basis of mutually agreed terms and conditions.

## 5.2 Technical presentations and talks at NITC.

ANANTH may provide its speakers to participate and deliver technical presentations, webinars and talks on topics of common interest that are jointly decided by *NITC* and ANANTH. NITC could also consider to offer adjunct faculty opportunities to suitable and interested ANANTH subject matter experts on the basis of mutual agreement and consideration with both parties.

# 5.3 Projects for Undergraduates and Post-graduate students

ANANTH shall explore the possibility of increased student and faculty interaction by way of internships and projects for students from both undergraduate and post-graduate courses. Such internships and project opportunities will be dependent on the need and availability of such projects in ANANTH.

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# 5.4 Lab visits

Institute faculty members and students can visit the labs and other infrastructure at ANANTH and vice versa and get insights on the technology trends. Both parties will facilitate lab visits to selected members on case-to-case basis, adhering to the restrictions imposed by the institute, clients and the business ethics.

# 5.5 Technical trainings

ANANTH has an extensive training department which facilitates various technical and softskill trainings to its employees and a vast repository of training and reference materials. ANANTH would like to explore the possibility of working with NITC and creating relevant training courses for the technical domain of collaboration.

# 5.6 Placement of Competent and Interested students

ANANTH may offer campus placements for competent and interested students of final year from NITC, on its sole discretion and on based on the need and demand

# 5.7 New Course in the NITC curriculum

ANANTH and NITC may jointly offer a credit course/ short term programmes at NITC for both UG and PG students of NITC and employees from ANANTH. The syllabus may be jointly prepared by NITC and ANANTH. The delivery of the course may be shared among

# 6. 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 to any third person/organization. The provision of this clause shall survive the termination of this MoU.

## 7. Intellectual Property

Title to the intellectual property rights of the software/ documents supplied/furnished if any under this MoU by ANANTH will at all times remain proprietary of ANANTH. Title to the intellectual property rights in materials solely and independently developed by NITC hereunder will at all times remain with the NITC. Each of us grants the other only the licenses and rights specified. No other licenses or rights (including licenses or rights under patents) are granted.





### 8. General

- 1. This MoU shall be valid for a period of 24 months from the Effective Date. This MoU shall be renewed for further term with mutual consent. This MoU may be terminated by either party by providing the other one (1) month's written notice. Clauses 6 and 7 of this MoU shall survive any such termination.
- 2. Neither party hereunder shall be liable for any direct, indirect, consequential loss or damages arising out of the performance of obligations under the terms of this MoU.
- 3. Neither party will make any presentations pertaining to the other or its business or affairs, without the express written consent and approval of other.
- 4. Neither party may use the other's corporate name or any trade mark or name or any other items or assets protected by intellectual property rights, including but not restricted to, use in any promotional material, press releases, advertisements, communications, stationery, web sites, or the like.
- 5. Neither party will disclose the existence, or the terms and conditions, of this MoU or any information connected with it or any information received from the other or otherwise during the implementation of this MoU or its subsequent amendments, if any, except as may be required by law or on a strictly "need-to-know" basis for the purpose of implementing this MoU, or its subsequent amendments, if any, unless express prior written consent of the other party shall have been obtained in advance.
- 6. Unless previously consented to by both parties, there shall be no assignment of any interest under this MoU by any party hereto.
- 7. This MoU supersedes all proposals or other prior representations or communications, either oral or written.
- 8. The parties to this MoU shall not be liable to each other for failure or delay in the performance or any of its obligations under this MoU for the time and to the extent such failure or delay is caused by riots, civil commotion, wars, hostilities between nations, government loss, orders regulations, embargos, action by the government(s)or any agency thereof act of God, storms, fires, accidents, strikes, sabotages, explosion, or other similar or different categories beyond the reasonable control of the respective parties to this MoU.

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- 9. This MoU shall, in all respects, be governed by and construed in all respects in accordance with the laws of the Republic of India.
- 10. All dispute or difference arising between the Parties as to the effect, validity or interpretation of this MoU or as to their rights, duties or liabilities hereunder (Disputes) shall be resolved by mutual discussion between representatives of ANANTH and NITC.
- 11. In the event of failure to reach an amicable solution by both the Parties within thirty (30) days from the commencement of mutual discussions, such dispute shall be referred to and settled by Arbitration by three Arbitrators, one to be appointed by each Party and the third to be appointed by the two Arbitrators. The Arbitration proceedings shall be in accordance with the Arbitration & Conciliation Act 1996. The venue of arbitration proceedings shall be Bangalore and the arbitration proceedings shall be in English language. The Parties hereby agrees to submit to the exclusive jurisdiction of the courts in Bangalore for initiating any legal action for enforcing any terms and conditions of rights and obligations under this Agreement.

## Agreed to:

for Ananth Technologies Pvt. Ltd. **Hyderabad** 

for National Institute of Technology Calicut

Name:

DY. SUBBA RAD PAVULURI

**Designation:** 

CMD

ANANTH TECHNOLOGIES PUT LTD

Date: 02-03-2024

PAGHU (.V.)

Name: Du JOSE MATHEW

Designation: CHAIRHAN

CIIR, NITCALICUT

Date:

Chargerson Service for Industry Institutional Relations (CIR) Calicut , Kerala- 673601, India

**Witness** 

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