





# MEMORANDUM OF UNDERSTANDING

### BETWEEN

### CSIR - NATIONAL AEROSPACE LABORATORIES BENGALURU

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## KAMMAVARI SANGHAM GROUP OF INSTITUTIONS BENGALURU



FOR

CO-OPERATIVE PROGRAMME IN ACADEMIC TRAINING AND RESEARCH

#### MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (hereinafter called "MoU") is made and entered into on this 21<sup>st</sup> Day of September 2023 by and between the Council of Scientific and Industrial Research, a society registered under the Societies Registration Act XXI of 1860 and having its registered offices at Rafi Marg, New Delhi 110 001 (hereinafter called "CSIR") represented by it's National Aerospace Laboratories, located at P B No. 1779, HAL Airport Road, Kodihalli, Bangalore 560 117 (hereinafter referred as to "CSIR-NAL"), which expression shall include its representatives, successors and permitted assignees) of the one part; and,

**KAMMAVARI SANGHAM**, is a non-profit voluntary service organization established in 1952 and actively involved in field of education and runs various educational institutions under **KAMMAVARI SANGHAM GROUP OF INSTITUTIONS (KSGI)** having premises at MALLASANDRA AND RAGHUVANAHALLI, represented by its KSGI (here in after referred to as "**KSGI**", which expression shall include its representatives, successors and permitted assignees) of the other part.

Hereinafter either of the **Parties** is individually referred to as a "**Party**" and collectively as the "**Parties**" in this **MoU**.

#### PREAMBLE

WHEREAS, CSIR-NAL is a well-known Indian Scientific Research Laboratory focused on Aerospace Domain and engaged in Advanced Research & Development related to various fields of Aerospace Industry.

WHEREAS, Aerospace Skill Development Centre at CSIR-NAL which is accredited by National Skill Development Council (NSDC, New Delhi) and affiliated to Aerospace and Aviation Sector Skill Council (AASSC, Bengaluru) offers various programs for skill development at the ITI, Diploma and Graduate / Post Graduate levels in aeronautics and aerospace sciences.

WHEREAS, KSGI offers PUC (Science, Commerce), Diploma (Automobile, Civil, Mech, ECE, CSE), UG (AIML, AIDS, CSBS, CSE, CSD, CCE, IOT, MECH, CIV, ECE), PG (M.Tech and MBA) and Ph.D(ECE, CSE, Mech, Civil, MBA, Mathematics and Chemistry).

WHEREAS, KSGI has approached CSIR-NAL for establishing a cooperative programme in research and academic training in the areas of mutual interest more particularly skill based training, laboratory visits, guest lectureships and internships.

Now therefore, KSGI and CSIR-NAL hereby agree to introduce a Co-operative Programme in research and academic training in areas to be mutually decided and agreed by both the parties. The intention of the parties under this MoU is to complement each other's strengths and benefit both the parties. While CSIR-NAL will provide necessary facilities and guidance to the Under-



Graduate / Post-Graduate students of **KSGI** for the conduct of academic studies and research including skill based training, laboratory visits, guest lectureships and internships, the **KSGI** will recognize **CSIR-NAL** as a research centre for **KSGI**. Considering mutual interest, Parties wish to sign this MoU for following purposes:

- 1. Creating opportunities for **KSGI** faculty and research scholars to collaborate with Engineers, Scientists and Researchers at CSIR-NAL.
- 2. Offering opportunities for interested Scientists from CSIR-NAL to pursue research for a doctoral degree at KSGI.
- Providing internship & Research Opportunities to B.E / M.Tech Students for KSGI students at CSIR-NAL.
- 4. Organizing joint workshops and conferences on current topics.
- 5. Undertaking joint projects of mutual interest.
- 6. Facilitating online delivery of lectures, seminars and workshops.

#### Some of the areas identified by the parties are:

- 1. Aerospace CNC Machinist Course
- 2. Aerospace CNC Programmer Course
- 3. Aerospace Design Assistant (Mechanical) Course
- 4. Design Engineer Aerospace Propulsion Course
- 5. Aerospace Electronics and Acoustics
- 6. Composites
- 7. Material Science- Smart Materials, Shape memory alloys, Piezoelectric Materials and Carbon Nano Tubes
- 8. Surface Coatings
- 9. Nanotechnology
- 10. Multi-Sensor Data Fusion
- 11. Data Acquisition and Processing
- 12. Electromagnetics

The above list would be expanded on mutual consent of the parties to this MoU.

**NOW THEREFORE**, in consideration of the rights and obligations herein set forth, parties agree as follows:

#### 1. SCOPE OF THE MoU

This MoU contains following modalities, terms and conditions for the Co-operative Programme in Academic Training and Research in the above areas, mutually decided by both the parties:



#### 1.1 Responsibilities of KSGI

KSGI hereby agrees:

- a. To consider and recommend recognition of CSIR-NAL as a Research Centre by KSGI.
- b. To consider and accept the applications from CSIR-NAL scientists, approved by Director, CSIR-NAL, as research guides under KSGI.
- c. To empanel CSIR-NAL Scientists, as recommended by Director, CSIR-NAL for nomination on specialist academic committees, at the invitation of KSGI.
- d. To accept Guest Faculty members from CSIR-NAL to deliver special lectures, in specific areas identified by KSGI. Traveling Allowance, Local transport, hospitality and honorarium as per KSGI rules are to be taken care of by KSGI.
- e. To accept the application of staff members recommended by Director, CSIR-NAL to register for various degrees of relevance to CSIR-NAL like ME/M. Tech and Ph.D under KSGI subject to fulfilling eligibility requirements of KSGI.
- f. To the provision that E-learning facility could be used for conducting classes by Scientists / Technical Officers from CSIR-NAL as per the availability of the facility on payment of honorarium to CSIR-NAL Scientists / Technical Officers by KSGI.
- g. To the provision that Experts from CSIR-NAL acceptable to and as required by the KSGI would be included in the relevant Board of Studies of the KSGI.
- h. To provide student manpower to carry out the research projects at CSIR-NAL if required and asked by CSIR-NAL.
- i. KSGI to provide experimental facilities to CSIR-NAL if that facility is not available in CSIR-NAL.

#### 1.2 RESPONSIBILITES OF CSIR-NAL

CSIR-NAL hereby agrees:

a. To provide laboratory, library and other testing & infrastructural facilities available at CSIR-NAL for the students and teachers of KSGI purely for academic and research purposes on payment basis subject to constraints of CSIR-NAL's own programme requirements.



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- b. To permit CSIR-NAL scientists to be the Guest Faculty members for delivering lectures at the KSGI, limited to maximum of 3 nos (three) during the calendar year.
- c. To permit CSIR-NAL scientists to be research guides and to be members of select academic committees as per norms of KSGI.
- d. To permit CSIR-NAL scientists to register for various degrees of relevance to CSIR-NAL at KSGI.
- e. To permit faculty members and students of KSGI to visit CSIR-NAL and work for short periods with the scientists of CSIR-NAL for academic related activities of relevance to CSIR-NAL/ KSGI. No honorarium will be provided by CSIR-NAL to the faculty members / students and transportation has to be arranged by KSGI.

#### 1.3 It is mutually agreed:

- a. To make provision for joint guidance for project work / research programmes with one academic guide from KSGI and one research guide from CSIR-NAL.
- b. That the viva-voce examination for various degree students will be conducted in the KSGI campus as per KSGI regulations and the Traveling Allowances, local transport and hospitality for CSIR-NAL Scientists/Technical officers attending the viva-voce as course/research guides/examiners shall be borne by the KSGI.
- c. To nominate one staff member each in the identified areas to co-ordinate the Cooperation Programme from both side.
- d. To keep all the received proprietary information during the term of MoU confidential and will not divulge it to third party at any cost. This will be valid for 5 years even after termination or expiry of MoU.

#### 2. Reviews

**KSGI** and **CSIR-NAL**, Bangalore will review the programme every year and make necessary changes as and when required.

#### 3. Intellectual Property Rights

CSIR-NAL ... L Ve KSGI

No rights in Industrial and/or Intellectual Property (Including without limitation, letters, patent, registered design, software copyrights, trademark and copyright) existing on the signature of this **MoU** and owned by the **Parties** on their part are hereby granted by the owning **Party** to the other **Party**, nor shall any such rights be deemed to be granted except specified by the owning **Party** in particular Agreements.

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Parties shall retain and maintain all intellectual Property Rights in Patents, designs and software copy right (source code) and publications if any that may be generated during the course of the Project work taken up under this MoU. Decision on protection of IP, Inventors/Authorship in the created work will be determined mutually on basis of intellectual contributions provided by the students & academic guide from KSGI.

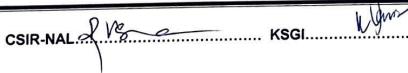
#### 4. Duration and Termination

This MoU shall be effective from the date it is signed, and shall be valid for five years. This MoU shall be subject to extension by mutual consent.

If either party commits any breach of its obligation and fails to remedy the same within 30 days of written notice, the other Party may forthwith by notice in writing terminate this MoU. On termination of the contract the assets created by either party shall be vested with the respective instructions.

#### 5. General

- 5.1 The relationship between CSIR-NAL and KSGI is independent and neither party is an agent of, partner of, joint venture with the other. Neither party has the right to bind the other party to (1) any third party, or (2) to the fulfillment of any condition not expressly provided herein, or (3) to any agreement or obligation, express or implied, between the other party and third party. Parties agree that this MoU represents a nonexclusive relationship between the parties and nothing contained herein shall preclude either party from participating/initiating similar relationship with third parties
- **5.2** No extension, alteration modifications or additions to his MoU, or any waiver of any of the terms hereof, shall be valid unless made in writing and signed by the authorized representative of the respective parties. The signatures below indicate that the parties have agreed to all the terms and conditions of this MoU.
- 5.3 Any equipment purchased or capital investment made as part of this MoU in either campus shall be accessible to both the parties until the termination of this MoU.
- 5.4 Neither party shall issue any press release, public announcement or other such disclosure concerning this MoU without the other party's prior written consent as to such release or announcement.
- 5.5 Either party shall not be liable for any indirect, incidental, special, consequential damages, including, but not limited to, loss of profits, revenue, data or use, incurred by the other party in connection with, arising out of or under this MoU, except for the loss suffered resulting from any willful damages caused.



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#### 6. Assignment

This MoU is personal to the parties hereto and may not be assigned in whole or in part by either party without the written consent of the other party.

#### 7. Force Majeure

Neither party shall be held responsible for non-fulfillment of the respective obligations under this MoU due to the exigency of one or more of the force majeure events such as but not limited to: acts of God, policy decision of Government, war, flood, earthquakes, strike, lock-outs, epidemics, riots, civil commotion, etc. provided on the occurrence and cessation of any such events, the party affected thereby shall give a notice in writing to the other party within one month of such occurrence of cessation. If the force majeure conditions continue beyond three months, the parties shall then mutually decide about the future course of action.

#### 8. Arbitration

This MoU shall be governed by the laws of India. The courts at Bangalore shall have the exclusive jurisdiction in matters related hereto.

Any Dispute or claim arising out of or relating to this Agreement shall be first tried to solve through mutual discussions by authorized representatives of both the Parties. If no conclusion is arrived through such mutual discussions within a period of 30 days, then the dispute should be settled by arbitration in accordance with Delhi International Arbitration Center (DIAC), at New Delhi.

Any arbitration award shall be final and binding, and judgment upon the award rendered pursuant to such arbitration may be entered in any court of proper jurisdiction.

#### 9. Notices

All notices and other communications required to be served under the terms of this MoU shall be considered to be duly served if the same has been delivered to, left with, or posted by registered mail to either party registered address as mentioned in MoU.

The following persons will, on behalf of the parties, will be the respective representatives for all mutual communications:

For CSIR-NAL	For KSGI
Designation: Head, PBMD Address: National Aerospace Laboratories, P.B.No.1179, HAL Airport Road, Kodihalli, Bangalore- 560 017 Phone No:080-25086130 Fax: 080-25086009 E-mail: rvenkatesh@nal.res.in	Designation: CEO, KSGI Address : K S School of Engineering and Management, 15/1, Mallasandra Post, Off Kanakapura Road, Bangalore – 560109. Phone : 080-28425163 Email : principal@kssem.edu.in & ceo.ksgi@gmail.com,

Either Party may change the above designated representatives by written notice to the other Party.

### 10. Seal of the Parties

In witness whereof, the parties have caused this MoU to be signed by their duly authorized representative the day and year first above written.

For and on behalf of CSIR-NAL	For and on behalf of KSGI
Signature: Name & Designation: Mr. R Venkatesh Chief Scientist & Head-PBMD Seal:	Signature: WAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAA
Witnesses (Name and Signature): 1. M (Dr. S. RAVISHANKAR) 2. V. partin Node (Dr. VRS NAIDU)	Witnesses (Name and Signature): 1. Dr. K. RAMA NARASIMHA (Principal/Director - KSSEM) 2. Dr. HARISH R (Placement Officer, KSGI)