

भारतीय गैर न्यायिक

पचास
रुपये
रु.50



FIFTY
RUPEES
Rs.50

INDIA NON JUDICIAL

MEMORANDUM OF UNDERSTANDING

தமிழ்நாடு தமிழ்நாடு TAMILNADU

AR 505046

Between

ACS COLLEGE OF ENGINEERING, BANGALORE

AND

SUKRA HELITEK PRIVATE LIMITED, CHENNAI

B. செந்தில் குமார்

முத்திரைத்தாள் விற்பனையாளர்
பாடம் எண்: 5930/ஆ3/08-24/19-12-08

மே. 33 ராஜாஜி தெரு, மாதவரம்,
சென்னை - 600 060.

This Memorandum of Understanding (MoU) is made and entered into on this 26 day of 03, 2016, between ACS College of Engineering, Bangalore (hereinafter called ACS) situated at Mysore Road, Kambipura, Bengaluru, Karnataka 560074, a unit of Raja Rajeswari Group of Institutions (approved by AICTE, New Delhi and affiliated to VTU), Belagavi and SUKRA HELITEK PRIVATE LIMITED (hereinafter called "SUKRA HELITEK" which expression shall include its successors and permitted assignees) with its registered office at Vijayanagar, Velachery, Chennai.

1. OBJECTIVES OF THE MoU

The objectives of this MoU are:

- to promote interaction between ACS and SUKRA HELITEK in mutually beneficial areas.
- to provide a formal basis for initiating interaction between ACS and SUKRA HELITEK as per student and faculty development programmes.

2. PROPOSED MODES OF COLLABORATION

ACS and SUKRA HELITEK propose to collaborate through

- Student projects and internship programme for ACS students
- Use of SUKRA HELITEK'S proprietary software for research and student projects at ACS
- Student and faculty development workshops in aerospace engineering at ACS, to be conducted by SUKRA HELITEK

Separate agreements will be drafted between the two parties for execution of each of the above proposed modes of collaboration. The principal technical areas of collaboration between ACS and SUKRA HELITEK will be as set out in Annexure A.

3. RESEARCH COLLABORATION

MoU: ACS-SUKRA HELITEK

Research collaboration between the two Parties will be subject to a separate agreement entered into by the Parties but may include following aspects:

- a. **In their own existing facilities** - The performance of research individually by each Party or concurrently by both Parties in mixed groups at their own facilities with regular exchanges of results.
- b. **In a separate research and development facility** - The performance of research by the technical personnel of both Parties working together in the facilities of one Party or in mixed groups at the facilities supported/sponsored by either Party.
- c. **Third parties** - The performance of research by the Parties together with one or more third parties.

4. AGREEMENTS FOR DEVELOPMENT COLLABORATION

Student Development Programmes (hereinafter referred to as "SDP") and Faculty Development Programmes (hereinafter referred to as "FDP") undertaken by the Parties shall be initiated by the signing of a separate SDP or FDP agreement between the parties, which will describe in detail:

- a. the nature, scope and schedule of the SDP / FDP
- b. the form of the SDP / FDP collaboration
- c. other provisions as may be mutually agreed upon, including the consequences of default or termination by a participant, term, arbitration of disputes and applicable law.

5. CONFIDENTIALITY

- a. During and for a period of three years from the date of disclosure, each party agrees to consider as confidential all information disclosed by the other party in written or tangible form or, if orally disclosed confirmed in writing within thirty days of disclosure and identified as confidential by the disclosing party.
- b. The above obligations shall not extend to any confidential information for which the receiving party can prove that this information:
 - is in the public domain at the time of disclosure or comes within the public domain without fault of the receiving party.
 - is already known or become known to the receiving party
 - is received from a third party having no obligations of confidentiality to the disclosing party,
 - is independently developed by the receiving party; or
 - is required to be disclosed by law or court order.

6. NON-EXCLUSIVITY

The relationship of the parties under this MOU shall be nonexclusive and both parties, including their affiliates, subsidiaries and divisions, are free to pursue other agreements or collaborations of any kind.

7. TERMS AND TERMINATION

This MoU, unless extended by mutual written agreement of the parties, shall expire 3 years after the effective date specified in the opening paragraph. This MoU may be amended or terminated earlier by mutual written agreement of the parties at any time. Either party shall have the right to unilaterally terminate this MoU by giving 60 days prior written notice to the other party. However, no such early termination of this MoU, whether mutual or unilateral, shall affect the obligations of the participants under any SDP Agreement, Confidentiality clause as referenced in clause 6 above, or any other agreement entered into pursuant to this MoU, which obligations shall survive any such termination.

8. RELATIONSHIP

Nothing in this MoU shall be construed as making either party a partner, an agent or legal representative of the other for any purpose.

9. ASSIGNMENT

MoU: ACS-SUKRA HELITEK

It is understood by the Parties herein that this MoU is based on the professional competence and expertise of each party and hence neither Party shall transfer or assign this MoU, or rights or obligations arising hereunder, either wholly or in part, to any third party.

10. COSTS OF THE MOU

Each Party shall bear the respective costs of carrying out the obligations under this MoU.

11. SIGNED IN DUPLICATE

This MoU is executed in duplicate with each copy being an official version of the Agreement and having equal legal validity.

BY SIGNING BELOW, the parties, acting by their duly authorized officers, have caused this Memorandum of Understanding to be executed, effective as of the day and year first above written.

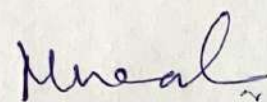
On behalf of

on behalf of

ACS COLLEGE OF
ENGINEERING, CHENNAI

SUKRA HELITEK PRIVATE LIMITED CHENNAI
For SUKRA HELITEK PVT LTD


Director

Name : 

Name : S.Vijayalakshmi

Title : Principal
ACS College of Engineering, Bangalore

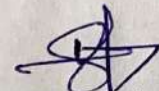
Title : Managing Director
SukraHelitek Pvt. Ltd., Chennai

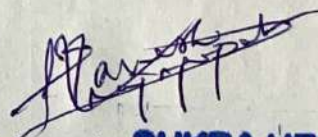
Date : **Principal**
A.C.S. College of Engineering
Kambipura, Mysore Road, Kengeri Hobli,
Bangalore - 560 074

Date :

1.
2.

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2.


Name : Dr. Elangovan Rajagopalan
Title : HOD, Aerospace Engineering Dept.,
ACS College of Engineering, Bangalore


Name : Dr. R. Ganesh Rajagopalan
Title : Founder
SUKRA HELITEK PVT LTD
4/18, 3rd Main Road, Vijaya Nagar
Velachery, Chennai - 600 042
SukraHelitek, Inc., USA TN, INDIA

Date : **HOD**
Dept. of Aeronautical Engg
ACS College of Engineering
Bangalore - 560 074

Date :

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Annexure A: Technical Areas of Collaboration

Collaboration will be undertaken in the following technical areas:

1. Computational fluid dynamics
2. General aerospace engineering
3. Simulation tools and methods
4. Fluid mechanics
5. Aerodynamics
6. Wind engineering

MoU: ACS-SUKRA HELITEK