



सत्यमेव जयते

INDIA NON JUDICIAL Government of Karnataka

e-Stamp

Certificate No.	: IN-KA00354216532499P
Certificate Issued Date	: 14-Mar-2017 11:32 AM
Account Reference	: NONACC (FI)/ kaksfcl08/ KENGERI1/ KA-BN
Unique Doc. Reference	: SUBIN-KAKAKSFCL0849458009515839P
Purchased by	: ACS COLLEGE OF ENGINEERING
Description of Document	: Article 12 Bond
Description	: INDUSTRY ORIENTED TRAINING
Consideration Price (Rs.)	: 0 (Zero)
First Party	: ACS COLLEGE OF ENGINEERING
Second Party	: BSNL BGTD
Stamp Duty Paid By	: ACS COLLEGE OF ENGINEERING
Stamp Duty Amount(Rs.)	: 100 (One Hundred only)



MEMORANDUM OF UNDERSTANDING

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The memorandum of understanding is executed at BENGALURU, KARNATAKA, INDIA on 30th March 2017, between

1. ACS COLLEGE OF ENGINEERING, BENGALURU

ACS COLLEGE OF ENGINEERING, An academic and research institution located at Mysore Road, Kamibipura, Bengaluru, Karnataka 560074, India and herein after referred as "ACSCE" as FIRST PARTY.

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Statutory Alert:

1. The authenticity of this Stamp Certificate should be verified at "www.shoelastamp.com". Any discrepancy in the details on this Certificate and as available on the website renders it invalid.
2. The onus of checking the legitimacy is on the users of the certificate.
3. In case of any discrepancy please inform the Competent Authority.

AND

2. **District Telecom Training Centre (DTTC), BGTD BSNL, BENGALURU**, a training centre under **BHARAT SANCHAR NIGAM LIMITED (BSNL)**, a company incorporated under the laws of India and having their corporate registered office at New Delhi, India (Herein after, referred as **"DTTC, Bengaluru"**) as **SECOND PARTY**.

PURPOSE:

DTTC and ACSCE realize their potential and strengths and agree to work on a common platform to provide training, internship, value added industry exposures with respect to recent technologies and projects to students with changes in curriculum as and when required with mutual concern.

This MOU is to specify the terms and conditions for providing Industry oriented training Programmes and Industrial visits in the areas of Telecom Technologies like Switching and Transmission Networks, Mobile communication, Wired and wireless Broadband technologies, Fibre optics, Emerging technologies etc., on payment basis, to ACSCE engineering students. (The parties are individually referred as "party" and collectively referred to as "parties")

This MOU is the statement of intent between both the above mentioned parties with idea to provide training to the engineering students of ACSCE by DTTC, since 2017 — 3 2020

Both the parties agree to the following terms of association and understanding:

1. SCOPE OF COOPERATION:

The Areas of co-operation will include

1. As and when required ACSCE will provide need based infrastructure and students to BSNL.
2. BSNL will provide assistance and support to ACSCE for UG/PG students to undertake their internship, certified vocational training and Project work.
3. BSNL will provide training to UG/PG students in fields of engineering like Switching and transmission Networks, Mobile communication, Wired and wireless broadband technologies, fibre optics etc.
4. The training may be conducted for a minimum student's strength of 30 per batch. If the number of students exceed more than 60, the training may be conducted by dividing them into two groups. A discount of 20% will be given, when total strength of students is Minimum 30.
5. Renewal of the MOU will be decided depending upon the student's feedback every year, including total number of batches.
6. ACSCE facilitates all the formalities relating to registration and payment of training fees in respect of the trainees for each program within scheduled time. 50% of the total fees will be paid on or before the commencement of the course and the balance 50% shall be paid on completion of the course.
7. The Course fees collected includes the course material (soft copy) and the visits to the places where telecom infrastructure is/are available.
8. Normally, the venue of training is **District Telecom Training Centre (DTTC), BGTD BSNL, BENGALURU**. However, depending upon the convenience of both

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the parties, the Theory classes can be conducted at ACSCE, in which case, ACSCE will provide the required infrastructure.

9. The syllabus will be updated every year as per industry requirements with mutual understanding of both the parties. The updated Syllabus / Course content should be disclosed in advanced for mutual consent.
10. The terms of cooperation for each specific activity implemented under MOU shall be mutually discuss and agreed upon in writing by both the parties prior to the initiation of that activity with separate addendums signed on case to case basis.
11. Any such agreement entered into, as outlined above, will form appendices to this memorandum of understanding.

2. Course Details:

Course name: Training on Telecom technologies

Course Duration: Ten (10) Half- days at a stretch or as per the convenience of both the parties without altering the total number of hours as per the course.

Course Fess: Rs.4950 + Tax

Course Strength: 50 students; If More than 60, divide them into multiple groups of strength of 30 each.

Course Material: A note book, a pen and soft copy of the Course material be provided by BSNL, for each student.

Resources Expected from BSNL: Resource persons, Theory classes & field visits, Evaluation Test and Certificate

Resources Expected from ACSCE: Course coordinators, Infrastructure required for conducting theory classes at ACSCE, if at all to be conducted at ACSCE.

3. EXCLUSIVITY CLAUSE:

Both parties agree that their relationship is non-exclusive and that each party is free to pursue their interest with other companies as they deem fit in their sole judgement, so long as any external business relationship do not conflict with the terms and conditions of this agreement.

4. USEAGE OF LOGO

1. Usage of BSNL or ACSCE logo shall be with prior approval of DTTC and ACSCE, Bengaluru.
2. The certificate will be issued along with ACSCE and BSNL logo.

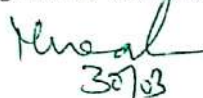
5. RENEWAL, TERMINATION AND AMENDMENT:

This MOU shall be valid for an initial period of TWO years, subject to further extension of time as mutually agreed for every year. However, both parties reserve the right to terminate this MOU during the period of validity by serving six months notice. No party shall back out in the middle of any course which has been initiated.

6. LEGAL JURISDICTION:

This MOU is subject to prevailing Indian Laws.

In the event of any portion of the agreement not being tenable/ enforceable under the prevailing laws, only such portion of the agreement shall stand affected and the other


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portions of the agreement shall remain relevant and unaffected. The legal jurisdiction of the courts shall be in Bengaluru, India.

7. REPRESENTATION AND WARRANTIES BY THE PARTIES:

- (A) It is in good understanding and that it has full authority to enter into this MOU and subject to obtaining the necessary approvals under the applicable law, to perform its obligations hereunder according to the terms hereof.
- (B) It has power and Authority to enter in this MOU and take any action execute any document required by the terms hereof; and that this is MOU entered into has been duly and validly executed and delivered and is a legal valid and binding obligation of enforceable in accordance with the terms hereof; and that the executants of this MOU are duly empowered and authorized to execute this MOU and to perform all its obligations in accordance with the terms herein.

NOTICE:

- (a) Unless otherwise provide herein, all notices or other communications under or in connection with this MOU shall be given in writing and may be sent by personal delivery or post or courier or facsimile. Any such notice or other communication will be deemed to be effective when received by the other party.

The address referred to herein above is:

If to DTTC BGTD BSNL Bengaluru:

Kind attention to: The Principal, DTTC,
3rd Floor, Telephone Exchange Building,
35th C Cross, 9th Main, 4th Block, Jayanagar, Bangalore -560011
Ph: +91 -80 -2664 6000; Fax: +91 -80-2664 6001

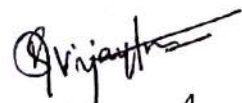
If to ACSCE:

Kind attention to: The Principal, ACS COLLEGE OF ENGINEERING,
Mysore Road, Kambipura, Bengaluru, Karnataka 560074
Ph: +91 - 9900028024; Fax: +91-80-2843 7989, 080-28437955.

- (b) This MOU is between the parties with respect to the subject matter hereof and superseding all prior written MOUs, if it exists, understandings and negotiations, both written and oral between the parties with respect to the subject matter of this MOU.

8. ARBITRATION:

In the event of any dispute, controversy or differences arising out of or relating to this MOU, or the breach, termination or invalidity thereof, between the parties, such party or parties shall make a request to the other party or parties to amicably settle such differences or dispute and parties shall there upon make every effort to settle the same amicably within a period of sixty days from the date of making such request, failing which such dispute, difference, controversy or breach, termination or invalidity thereof shall be finally settled by arbitration in accordance with the arbitration and conciliation act, 1996, at present in force by three arbitrators. Each party shall appoint one arbitrator. The two arbitrators thus appointed shall choose the third arbitrator who will act as the presiding arbitrator of the Arbitration tribunal. The arbitration shall be conducted in English language and the place of arbitration shall be in BENGALURU.


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9. NON-HIRE:

BSNL and ACSCE agree not to solicit or hire each other's employees or any faculty who are involved in performance of obligations under this MOU. Without express consent in writing by the two parties BSNL and ACSCE also agree not to deploy each other's faculty provided under this MOU for any other activity except the ones listed in the MOU, without consent of each other.

10. EXTENDING THE SCOPE OF THIS MOU:

The scope of this MOU cannot be extended for any new activities. New activities can be included at any time by mutual discussion and signing a new MOU between BSNL and ACSCE to include other suitable activities

11. CONFIDENTIALITY:

1. The parties agree to keep in the strictest confidence and not disclose to any third party or use for any other purpose other than in connection with this MOU any information relating to the others business which is marked " confidential" or is clearly by its nature confidential without the disclosing party's written consent. Each of the parties may disclose the other's confidential information to our employees, agents, contractors and professional advisors on a need to know basis and to others having a legal right or duty to know that information.
2. The obligations in clause above, shall not apply to information which is or comes into the public domain disclosure or required to be disclosed:
 - (i) By official Authority in accordance with the applicable laws.
 - (ii) Has been disclosed pursuant to the requirements of law or court order without restrictions or other protection against public disclosure; provided, however, that the other party shall have been given a reasonable Opportunity to resist disclosure and/or obtain a suitable protective order.

12. PUBLICATIONS:

All the Publications obtained in this process is jointly owned by both parties and DTTC approves to publish the same in any conference or journal officially BSNL and ACSCE to use Patents and Publications mentioned herewith on case to case basis. Further, any revenue generated directly from sale of patents would be shared among DTTC and ACSCE in the ratio 50:50

IN WITNESS WHEREOF, THE PARTIES HEREIN, HEREUNTO SET THEIR HANDS UNTO ON THE DAY, MONTH AND YEAR ABOVE MENTIONED IN THE PRESENCE OF THE FOLLOWING WITNESS:

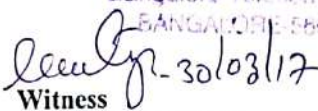



PRINCIPAL
DTTC BGTD.BSNL BENGALURU
30/03/2017
प्राचार्य PRINCIPAL
डी.टी.टी.सी./ D.T.T.C.
III तल, जयनगर एक्सचेंज बिल्डिंग
3rd Floor, Jayanagar Telephone Exchange Bldg
बैंगलूर, Bangalore 560 011


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ACS COLLEGE OF ENGINEERING
30/03/2017


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ACS COLLEGE OF ENGINEERING
207, KAMBIPURA, MYSORE ROAD,
BENGALURU - 560 074.


DGM(HR/Admin)
BGTD BSNL BENGALURU 7
(30/03/2017) (पा. सं. / प्रमाणित)
Deputy General Manager (HR/Adm.)
बि.सं. कृष्णमन तिलक
Bangalore Telephone District
BANGALORE-560 091


Witness
DTTC BGTD BSNL
(30/03/2017) 6
BENGALURU
MURTHY CH VVS 88
370- DTTC


EXECUTIVE DIRECTOR
RRGI, BENGALURU
(30/03/2017) - 8
EXECUTIVE DIRECTOR
Rajarajeswari Group of Institutions
Mysore Road, Bangalore -74

Witness  30/3/17.
ACS College of Engineering
(30/03/2017)
BENGALURU
Principal 
A.C.S. College of Engineering
Kambipura, Mysore Road, Kengeri Hobli,
Bangalore - 560 074