# **Ozhli**AcademyofScience

2ndFloor,No,9,4thCrossRd,GuptaLayout,Halasuru,Beng aluru,Karnataka560008 Phone:+918792116934

Email:ozhliacademy@gmail.com



MEMORANDUM OF UNDERSTANDING
BETWEEN
OZHLI ACADEMY OF SCIENCE, BENGALURU-560 008
AND
ACS COLLEGE OF ENGINEERING, BENGALURU – 560 074

This Memorandum of Understanding (MOU) is made and entered on 18.01.2023 between Ozhli Academy of Science, Bengaluru 560008 and ACS College of Engineering (ACSCE), Bangalore 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.

#### 1.OBJECTIVE OF THE MOU

The Objectives of the MOU are:

- a. To promote interaction between Ozhli Academy of Science and ACS College of Engineering in mutually beneficial areas.
- b. To provide a formal basis for initiating interaction between Ozhli Academy of Science and ACS College of Engineering as per Student Upskilling Programmes.

## 2. PROPOSED AREAS OF COLLABORATION

Ozhli Academy of Science and ACS College of Engineering propose to collaborate through

- a. Student Projects, workshops, short term Courses, Long term Courses, Industrial Training and Internship programme for Students of ACS College of Engineering.
- b. Students Upskilling programme in Aeronautical Engineering at ACS College of Engineering to be conducted by Ozhli Academy of Science.

## 3. AGREEMENTS FOR DEVELOPMENT COLLABORATION

Student Upskilling Programmes undertaken by the parties shall be initiated by signing of separate agreements between the parties, which will describe in detail:

- a. The nature, scope and schedule of the programme.
- b. The form of the programme collaboration.
- c. Other provisions as May mutually agreed upon, including the consequences of default or termination by a participant, term, arbitration of disputes and applicable law.

#### 4. CONFIDENTIALITY

- a. During and for a period of Three years from the date of disclosure, each party agrees to consider as confidential all the information disclosed by the other party in written or tangible form or, if orally disclosed confirmed in writing within thirty days 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 public domain at the time of disclosure or comes within 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 obligation of confidentiality to the disclosing party.
  - Is independently developed by the receiving party; or
  - Is required to be disclosed by law or court order.

## 5. NON-EXCLUSIVITY

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

## 6. TERMS AND TERMINATION VALIDITY AND

This MOU, unless extended by mutual written agreement of 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 90 days prior notice to the other party. However, no such early termination of this MOU, whether clause as referred in the clause 6 above, or any other agreement entered into pursuant to this MOU, which obligations shall survive any such termination.

In case of Termination occurring in the mid of a running course, the cost incurred and the winding cost will be invoiced by the name of respective party.

### 7. RELATIONSHIP

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

## 8. ASSIGNMENT

It is understood by the parties herein that this MOU is based on the professional competence and expertise of each party, and hence party shall transfer or assign this MOU, or rights or Obligation arising hereunder, either wholly or in part, to any third party.

## 9. COST OF THE MOU

Each party shall bear the respective costs of carrying out the obligations under this MOU. For the avoidance of doubts cost of agreed upon individual engagements, envisaged in article 3, shall be agreed upon on a case-by-case basis.

### 10. 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 ACS COLLEGE OF ENGINEERING.

Name: Dr.M.S.Murali

Title: Principal- ACSCE

Date:18-01-2023

Witness:

1. Dr. G. Ramanan - Robert 2. Mr. P. Redhe Krishan - Sto

On Behalf of OZHLI ACADEMY OF

SCIENCE, BANGALORE

Name: Bharani Shankar.D

Title: CEO, Ozhli Academy of Science

Date:18-01-2023