

# MEMORANDUM OF UNDERSTANDING

BETWEEN

S.G.BALEKUNDRI INSTITUTE OF TECHNOLOGY BELAGAVI

AND

TECH FORTUNE TECHNOLOGIES, BANGALORE

This Agreement made and entered into on this 27<sup>th</sup> day of June 2019 between S.G.Balekundri Institute of Technology Belagavi, Karnataka 590010 and Tech Fortune Technologies (herein after called " COMPANY " which expression shall include its successors and permitted assignees) with its registered office at 18 22<sup>nd</sup> Main Subbanna Garden Road, Vijayanagar, Bangalore-560040.

## 1. OBJECTIVES OF THE MOU

The objective of this Memorandum of Understanding is:

- i) To provide a formal basis for initiating interaction between SGBIT and Tech Fortune Technologies in mutually beneficial areas such as:
  - a) Internship to students
  - b) Staff exchange program
  - c) Sponsoring projects for students
  - d) Support for research activities

## 2. PROPOSED MODES OF COLLABORATION

SGBIT and Tech Fortune Technologies propose to collaborate through

- a. Sponsoring student projects / fellowships in two year M.Tech. (Proposed)
- b. Sponsoring R&D projects, which may be carried out wholly at SGBIT or at premises of Tech Fortune Technologies or partly at SGBIT and partly at Tech Fortune Technologies.
- c. Any other appropriate mode of interaction agreed upon between SGBIT and Tech Fortune Technologies.
- d. Internship / Placement assistant for Final Year Students.



*[Signature]*  
27/6

**TECH FORTUNE TECHNOLOGIES**

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Each of the above modes of interaction will be initiated by entering into a separate agreement between the two parties.

#### 4. FORMS OF RESEARCH AND DEVELOPMENT PROGRAMS

The form of any of the said Research and Development Program (hereinafter referred to as "Research Program" will be subject to a separate Research Agreement entered into by the Parties but may also include the following:

- 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. TECHNICAL AREAS OF COLLABORATION

The principal technical areas of collaboration between SGBIT and Tech Fortune Technologies will be as set out as mutually beneficial areas of interest.

#### 5. AGREEMENTS FOR RESEARCH COLLABORATION

Each research collaboration undertaken by the parties hereunder shall be initiated by the signing of a separate research agreement between the parties, which will describe in detail:

- a. The nature, scope and schedule of the research collaboration.
- b. The form of the research collaboration.
- c. The estimated cost of the research collaboration together with the amount of funding, if any, to be received from third parties.
- d. The treatment of intellectual property and data rights, including patents, industrial design registration, copyrights and all other proprietary information (including innovations not patented, designs not registered etc.) which result from the research collaboration or which belong to a party and are used in research collaboration.



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- e. other provisions as may be mutually agreed upon, including provisions covering the consequences of default or termination by a participant, term, arbitration of disputes and applicable law.

## 6. 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 obligations above 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.
  - Is required to be disclosed by law or court order.

## 7. 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. However, when entering into a particular research agreement, the participants may agree to limit each party's right to collaborate with others on that subject.

## 8. TERMS AND TERMINATION

This MOU, unless extended by mutual written agreement of the parties, shall expire 5 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 upon 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 Research 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.

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**9. RELATIONSHIP**

Nothing in this MOU shall be construed to make party a partner, an agent or legal representative of the other for any purpose.

**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

S.G.BALEKUNDRI INSTITUTE OF TECHNOLOGY BELAGAVI  
TECH FORTUNE TECHNOLOGIES, BANGALORE

By :

  
27.6.19

By :

  
27.6.19  
Tech-Fortune Technologies  
for BELAGAVI.

Name: Dr. Sidramappa V. Itti

Principal

Name: Mr. Mallikarjun V. S.


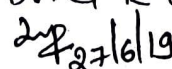
Title: Principal, S. S. Education Trust's  
S. G. Balekundri Institute of Technology  
Shivabasavanagar, Belagavi-590 018

Title: CEO

Date: 27/06/2019

Date: 27/06/2019

Witness:

-   
27/6/19  
Dr. G. R. Udupi
-   
27/6/19  
J. M. Patilshetti

Witness:

- M.
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