

MEMORANDUM OF UNDERSTANDING

BETWEEN

UTL Technologies Limited, Bangalore

AND

CMR College of Engineering & Technology, Hyderabad

This Agreement made and entered into on this 5th August 2014 (hereinafter called effective date) **UTL Technologies Limited, Bangalore**, (hereinafter called UTL) situated at No.19/6, Ashokapuram School Road, Industrial Suburb, Yeshwanthpur, Bangalore – 560 022 and represented herein by its CEO, Mr. Srinivasa Raju, (hereinafter referred to as “UTL”) and **CMR College of Engineering & Technology**, Situated at Kandlakoya(V), Medchal road, Hyderabad-501401, represented by its Principal, (hereinafter called “CMRCET”) which expression shall include its successors and permitted assignees)

WHEREAS:

- A) UTL is engaged in Education, Training and Skill Development and R&D Services in the fields of Telecom, Networking, Embedded Systems, VLSI, IT and related areas
- B) UTL Technologies is promoted by UTL Group, Bangalore based 3-decade old ICT Solutions Company diversified in areas like eGovernance, Telecom R&D, Telecom equipment manufacturing, Mobile Handsets, IT, Renewable Energy Power Projects, Turnkey Projects, Internet Services, etc.,
- C) UTL's Associates and Partners include Ministry of External Affairs, Govt. of India, Visvesvaraya Technological University (VTU), Telecom Sector Skill Council of India (TSSCI), Electronics Sector Skill Council of India (ESSCI), BFSI Sector Skill Council (BFSI SSC) and Retailers Association's Skill Council of India (RASCI)
- D) CMRCET has established in 2002 by MGR Educational Society, approved by AICTE, New Delhi and Govt of Telangana & Permanently affiliated to JNTU, Hyderabad which is accredited by NBA and NAAC 'A' graded Institution represented by Mr. Ch. Gopal Reddy Garu (hereinafter called as SECOND PARTY).
- E) CMRCET & UTL believe that collaboration and co-operation between themselves will promote more effective use of each of their resources and provide each of them with enhanced opportunities.





- F) Both Parties, being legal entities in themselves desire to sign this MoU for advancing their mutual interests.

1. OBJECTIVES OF THE MOU

The objectives of this Memorandum of Understanding are:

- a. To promote interaction between UTL and CMRCET in mutually beneficial areas.
- b. To provide a formal basis for initiating interaction between UTL and CMRCET

2. PROPOSED MODES OF COLLABORATION

The budding engineers from CMRCET could play a key role in technological up gradation, innovation and competitiveness of an industry. Both parties believe that close co-operation between the two would be of major benefit to the student community to enhance their skills and knowledge

UTL and CMRCET propose to collaborate through

- a. **Skill Development Programs:** UTL to train the students of CMRCET on the emerging technologies in order to bridge the skill gap and make them industry ready
- b. **Guest Lectures:** UTL to extend the necessary support to deliver guest lectures to the students of CMRCET on the technology trends
- c. **Faculty Development Programs:** UTL to train the Faculties of the CMRCET, Hyderabad
- d. **Internships/Others:** Industrial visits to students and faculties at our Bangalore facilities, collaborative Research and Consulting

UTL to develop Content and Deliver the proposed Skill Development / Value Added Training Courses either through Instructor Lead Training (ILT) or Live Virtual Class (LVC) and manage all the expenses connected with the training delivery

CMRCET expected to facilitate in creating awareness among the students about the Skill Development / Value Added Programs and extend necessary support to UTL for the smooth delivery of the training programs by providing the required infrastructure. CMRCET to assign a Coordinator (Single Point of Contact) for interaction with UTL

Both Parties to obtain all internal approvals, consents, permissions and licenses of whatsoever nature required for offering the Programmes on the terms specified herein

Each of the above modes of interaction will be initiated by issuing separate work orders / LOI between the two parties and Financial Considerations can be decided at the time of issuing work orders



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3. TECHNICAL AREAS OF COLLABORATION

The principal technical areas of collaboration between UTL and CMRCET will be

- a. Embedded systems Design
- b. Microprocessors and Microcontrollers
- c. VLSI Design
- d. Projects
- e. Any other relevant technologies mutually agreed upon by UTL and CMRCET

4. CONFIDENTIALITY

- a. During and for a period of FIVE 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; or
 - Is required to be disclosed by law or court order

5. TERMS AND TERMINATION

This MOU, unless extended by mutual written agreement of the parties, shall expire 3 years after the effective date. 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 this agreement for the ongoing programs. Confidentiality clause as referenced in clause 4 above, or any other agreement entered into pursuant to this MoU, which obligations shall survive any such termination.

6. RELATIONSHIP

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



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7. ASSIGNMENT

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

8. 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 UTL Technologies Limited		On behalf of CMR College of Engineering & Technology	
 			
Name	Mr. Srinivas Raju	Name	Dr. N. Ramalinga Reddy
Title	CEO	Title	PRINCIPAL
Date	05 August 2014	Date	05 August 2014
Witness: 1.Mr. Padma Raju, Regional Manager, UTL Technologies		Witness: 1.Mr.P. Raveendra Babu, Assoc. Professor, Dept of ECE, CMRCET	