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# **MEMORANDUM OF UNDERSTANDING (MoU) BETWEEN**



## BLACKBUCK ENGINEERS PVT LTD

**AND** 

KAKATIYA INSTITUTE OF TECHNOLOGY & SCIENCE

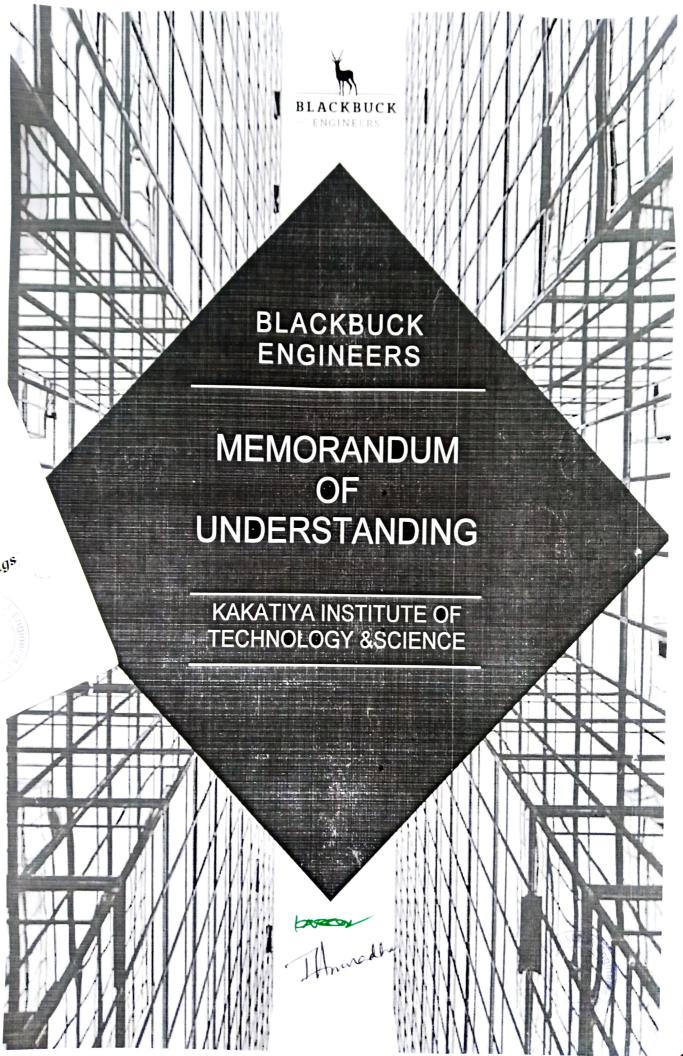
On

CENTRE FOR EMERGING TECHNOLOGIES

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This Memorandum of Understanding ("MoU") is executed in May 2020 between:

Blackbuck Engineers Pvt. Ltd. registered at 5-124/1, Chandanagar, Hyderabad and operating at 7B, Vaishnavi Cynosure, Gachibowli, Hyderabad, Telangana - 500081 as FIRST PARTY, hereafter referred as Blackbuck.

#### AND

Kakatiya Institute of Technology & Science, registered at Yerragattugutta, Warangal-506 015, Telangana, India as SECOND PARTY hereafter referred as Institution.

Blackbuck and Institution are individually referred as "party" and together as "parties"

#### WHEREAS:

- 1. The Institution was established in **1980**, with a vision and mission of imparting quality technical education to students.
- 2. Blackbuck is an EduTech organization into both technology & management.
- 3. Institution and Blackbucks together partner to deliver Advanced Skills in Emerging Technologies and provide industry focus to students.
- 4. Blackbuck would bring in its expertise related to Incubation centres.
- 5. In pursuance of the aforesaid, the Parties hereto wish to record under this MoU, the terms of their mutual understanding in order to establish a framework for initiating innovative models of the course and Centres of Excellence.

#### NOW THE PARTIES HERETO AGREE AS UNDER

#### ARTICLE 1: SCOPE OF THE MoU

- This document covers action plan for conducting programs under Kakatiya Institute of Technology & Science that are related to establishment of Centre of Excellence for Emerging Technologies.
- 2. The objective of this MoU is to set out the scope within which Institution and Blackbuck will jointly explore and work towards achieving the objectives and matters described in this MOU. Each Party shall have the right, in its sole discretion, to determine how it will fulfil its obligations as in ARTICLE 2, ARTICLE 3 and ARTICLE 4
- 3. The MoU covers generic agreement terms and conditions related to: (1) Job skills (2) Building ecosystem for innovation through number of courses and initiatives (3) Setting stage for industry interaction and contribution.

Blackbuck partners with IT Department, Government of Telangana for emerging technologies. Our syllabus is verified by NASSCOM and HYSEA. Our delivery is world-class and have superior tie-ups with research based organizations.

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#### ARTICLE 2: ROLES AND RESPONSIBILITIES OF BLACKBUCK

- Blackbuck will nominate one coordinator to monitor and conduct agreed activities in the scope of the MoU in the institution. The coordinator will be residing in the campus if required.
- 2. Blackbuck shall offer various programs and services to the Institute as listed below:
  - i. **Connected Faculty Development Programs** Blackbuck shall thoroughly recognize the internal faculty services and current occasional
  - Connected Workshops Blackbuck shall provide continuous set of processes, domain based or technology workshops where students choose to attend any stream of their choice.
  - iii. **Incubation Centre & Innovation Lab** Facilities for startup and incubation, to brainstorm ideas & develop prototypes.
  - iv. **Career Guidance & Industry Mentorship** Assisting students who enter into global organizations where industry leaders and HRs communicate with the students through the Centre.
  - v. **Entrepreneurship Support** Blackbuck provides support for students to develop entrepreneurial mindset and provides access to students to accelerators and startups.
  - vi. **Webinars & Guest Lectures** Industry leaders communicate with students on latest Al and technology developments in the industry through our online sessions.
  - vii. **Hackathons / Ideathons** Blackbucks conducts hackathons and ideathons across the year in different colleges that keeps students innovation and tech capabilities high.
  - viii. **Student Support** Through internships, placements support, ideathons and hackathons
  - ix. **Certification Programs** Advanced Diploma in Artificial Intelligence and other hands-on courses
  - x. **Entrepreneurship Support** Plan and support for Go-To-Market strategies for selected projects.
  - xi. **Placement Assistance** Placement assistance through mock interviews, HR Connects
  - xii. **Guest Lectures** Blackbuck will conduct guest lectures periodically in coordination with the Institution without overlapping the college academic calendar.

Blackbuck shall, in essence, play the required needs for Industry Interaction Centre, Entrepreneurship Cell and Innovation Cell with a special emphasis on imparting knowledge for Emerging Technologies.

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### ARTICLE 3: ROLES AND RESPONSIBILITIES OF THE INSTITUTION

- Institution shall provide premises for establishing the Centre as per the request based on availability of the space and resources. The date for the same will be decided when onpremises courses start
- Institution shall provide access to seminar halls, classrooms and labs with a seating capacity of 100 during sessions and courses.
- 3. The college will enable webinar viewing facility and encourage students to attend the webinars.
- 4. It is the responsibility of the Institution to select students and staff to work on Industry consultancy projects and the students should be mandated to work as per requirements of the project. A separate MoU will be executed for the project to project.
- 5. The institution shall provide necessary support to Blackbuck to promote the program for enrolment of the students into courses.
- 6. The institution can propose certain programs like guest lectures, workshops, trainings, awareness camps, conferences. Blackbuck will include such programs in its yearlong activities based on feasibility and the demand of the same.

### **ARTICLE 3: JOINT RESPONSIBILITIES**

- 1. Both the Parties can review and assess the quality of the courses or programs as and when required.
- 2. Both the parties can access startups established in the campus and review the status of consultancy projects, if any.
- 3. Both the parties are collectively responsible to create an ecosystem for Incubation, Startups, and Industry Interaction.
- 4. Both the parties shall put sufficient effort for the success and progress of each and every joint initiative.
- 5. Both parties shall agree to fulfil their roles and responsibilities with integrity in an ethical manner.
- 6. Any Addendum to this MOU shall be a new document in writing and signed by both parties.

Blackbuck shall provide a platform to all programs industry interaction, guest lectures, faculty development programs, campus interviews, FDPs online and on campus depending on the program and its feasibility.

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#### ARTICLE 5: LEGAL AND COMMERCIAL TERMS

- 1. Both the parties can declare about the tie-up on their website or any other public platform.
- 2. Any IP that has come up through ideas from students or staff is property of the college / university.
- 3. If there is any dispute with the student(s), **Kakatiya Institute of Technology & Science** and Blackbuck together will together resolve the same in best interest of the student(s). Any course started by the student has to be complete till certification. However there will be an exit possibility for students by producing a valid reason approved by both Institution and Blackbuck.
- 4. Blackbuck will try best to bring renowned and hands-on faculty from real-time industry. The students will be joining the course (or) training on their self-interest, and such students shall have a fee agreement with Blackbuck and the students has to be apprised about the same during enrolment.
- 5. Institution shall not commit for any minimal or maximal strength of student or staff in the programs proposed by Blackbuck
- 6. Intellectual Property and Trademarks Both the parties will continue with their respective trademarks including that of any improvements or work done at its own cost for this AGREEMENT. However, any course delivery for academic purposes and that does not contain any IP related information video, audio, text material thus made by through this collaboration shall be made available online for larger audience.

#### **ARTICLE 6: TERM AND TERMINATION**

- 1. This AGREEMENT will come into effect on the date of signature and will remain in force for three years until either of the two parties serves a written notice to the other at their addresses mentioned as above by registered post of its intention to terminate the Agreement in which case it will terminate one month after the receipt of such a notification.
- 2. The agreement can be renewed on expiry on mutually agreed terms and conditions. Notwithstanding anything in this MoU, neither Party shall be liable to the other for any failure to achieve any of the objectives and undertakings herein.
- 3. However, commitments made by either party in respect of personnel hired or equipment ordered, under this MoU would be honoured by respective parties. Termination shall be effective only after the obligations towards a running batch are completed.

Confidentiality - In consideration of such Confidential Information being made available to both parties, the first party and the second party agree that any disclosure or dealings between third parties will be subject to the terms and conditions of this Agreement.

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#### **ARTICLE 7: MODIFICATIONS**

- The AGREEMENT may be amended by mutual consent through an exchange of correspondence between the two Parties.
- 2. Such amendments come into existence only by a written agreement duly signed by persons authorized on behalf of each party.

#### **ARTICLE 8: DISPUTE RESOLUTIONS**

- 1. If any dispute connected with the formation, performance, interpretation, nullification, termination or invalidation of this Agreement ("Dispute") is not resolved by the Parties, the Parties shall within thirty (30) days of written notice from one Party to the other Party (a "Dispute Notice") hold a meeting to try and resolve the Dispute ("Dispute Meeting").
- 2. Each Party shall use all reasonable endeavours to send a representative who has authority to settle the Dispute to attend the Dispute Meeting and that representative exercising good faith shall try and resolve the Dispute amicably within forty five (45) business days of the service of the Dispute Notice.
- 3. In the event that a Dispute is not resolved amicably within forty five (45) Business Days of the service of the Dispute Notice, whether or not a Dispute Meeting has been held, either Party may refer the Dispute to arbitration in accordance with the Rules, which Rules are deemed to be incorporated by reference into this clause.
- 4. For the purpose of any arbitration proceedings commenced pursuant to this clause: The number of arbitrators shall be one; The arbitration shall take place in the state of Telangana, India; and
- 5. The language to be used in the arbitral proceedings shall be English.
- 6. Each of the Parties hereby agrees that: They will submit to the non-exclusive jurisdiction of the courts of Telangana, for the purposes of ratifying any award made pursuant to arbitration proceedings conducted in accordance with the clause above.

Blackbuck shall provide a platform to all programs industry interaction, guest lectures, faculty development programs, campus interviews, FDPs online and on campus depending on the program and its feasibility.

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7. It will not challenge any arbitral award made pursuant to arbitration proceedings; and It will not object to or challenge any application to enforce any arbitral award in any court and it will submit to the jurisdiction of that court for the purposes of those enforcement proceedings.

#### ARTICLE 9: OTHER TERMS AND CONDITIONS

- 1. Whether directly or indirectly Institution or Blackbuck is not responsible for proving placements or placement assistance for the candidates admitted into the course.
- 2. While the MOU is under force, either Institution or Blackbuck should restrain from pouching any resources presently working with their respective entities. They should not be employed directly or in-directly by any party without the consent in writing of the other party.
- 3. Notwithstanding anything contained in the rules, the administrative rules, regulations, discipline and conduct rules procedures being applicable to the regular students of the college are applicable to the participants in mutatis-mutandis.

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FOR BALCKBUCK

FIRST PARTY

ANURADHA THOTA

Chief Executive Officer Blackbuck Engineers Pvt. Ltd. Gachibowli, Hyderabad

www.theblackbucks.com

FOR THE INSTITUTION

SECOND PARTY

Prof. K. Ashoka Reddy

Principal Kakatiya Institute of Technology & Science Yerragattugutta, Warangal-506 015, Telangana, India https://kitsw.ac.in/

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Blackbuck Engineers Pvt, Ltd., 7B, Vaishnavi Cynosure, Gachibowli, Hyderabad- 500081

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Head of the Department
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