



MEMORANDUM OF UNDERSTANDING (MOU)

BETWEEN

**Department of Civil Engineering,
Dr. Ambedkar Institute of Technology,
Bengaluru – 560056, Karnataka, India.**


&


EDALL SYSTEMS

**#401, 4th Floor, Connection Point Building, B-Block, HAL Airport Exit Road,
Konena Agrahara, Bengaluru, Karnataka 560017**

FOR

**SKILL DEVELOPMENT, OUTCOME BASED TRAININGS,
INTERNSHIP, PLACEMENT, R&D SERVICES,
SCHOLARSHIP AND RELATED SERVICES**


(Dr. S. Vijaya)


(Mr. Punitam Ashutosh.)

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (hereinafter called as the 'MOU') is entered into on this the 9th May 2021, by and between

Department of Civil Engineering, Dr. Ambedkar Institute of Technology, Bengaluru – 560056, Karnataka, India., represented herein by its **Dr. S. Vijaya, Professor and Head**, (hereinafter referred as **"First Party"**, the institution which expression, unless excluded by or repugnant to the subject or context shall include its successors in-office, administrators and assigns).

AND


EDALL SYSTEMS, #401, 4th Floor, Connection Point Building, B-Block, HAL Airport Exit-Road, Konena-Agrahara, Bengaluru, Karnataka-560017, GSTIN: 29AAAFCE8620E1ZN, PAN: AAFCE8620E. **"Second Party"**, and represented herein by its **Zonal / Divisional Head/ Director, Pritam Ashutosh Sahu** (herein after referred to as **"Second Party"**, company which expression, unless excluded by or repugnant to the subject or context shall include its successors – in-office, administrators and assigns).

(First Party and Second Party are herein after jointly referred to as **"Parties"** and individually as **"Party"**) as

WHEREAS:

- A) First Party is a Higher Educational Institution named:
 - (i) Department of Civil Engineering, Dr. Ambedkar Institute of Technology, Bengaluru – 560056.
- B) First Party & Second Party 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.
- C) The Parties intent to cooperate and focus their efforts on cooperation within area of Skill Based Training, Internship, Education, Research and Consultancy.
- D) Both Parties, being legal entities in themselves desire to sign this MOU for advancing their mutual interests.
- E) EDALL SYSTEMS, #401, 4th Floor, Connection Point Building, B-Block, HAL Airport Exit Road, Konena Agrahara, Bengaluru, Karnataka, the Second Party is engaged in Business, Manufacturing, Skill Development, Education and R&D Services in the fields of small UAV/Drones Manufacturing, Services. and related fields
- F) EDALL SYSTEMS, the Second Party is promoted by / Director, Pritam Ashutosh Sahu #401, 4th Floor, Connection Point Building, B-Block, HAL Airport Exit Road, Konena Agrahara, Bengaluru, Karnataka 560017, GSTIN: 29AAAFCE8620E1ZN, PAN: AAFCE8620E, an ISO 9001:2015 Certified and Leading Company in India for small UAV/Drones Manufacturing, and Services.

NOW THEREFORE, IN CONSIDERATION OF THE MUTUAL PROMISES SET FORTH IN THIS MOU, THE PARTIES HERE TO AGREE AS FOLLOWS:


(Dr. S. Vijaya)


(Mr. Pritam Ashutosh)

CLAUSE 1: CO-OPERATION


- 1.1. Both the Parties are united by common interests and objectives, and they shall establish channels of communication and co-operation that will promote and advance their respective operations. The Parties shall keep each other informed of potential opportunities and shall share all information that may be relevant to secure additional opportunities for one another.
- 1.2. The co-operation between First Party and Second Party will facilitate effective utilization of the intellectual capabilities of the Second Party providing significant inputs to them in developing suitable teaching / training systems, keeping in mind the needs of the First Party.


CLAUSE 2: SCOPE OF THE MoU

- 2.1. 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.
- 2.2. Second Party will give valuable inputs to the First Party in teaching / training methodology and suitably customize the curriculum so that the students fit into the industrial scenario meaningfully.
- 2.3. Industry and Institution interaction will give an insight into the latest developments / requirements of the industries; the Second Party to permit the Faculty and Students of the First Party to visit its group companies and also involve in Industrial Training Programs for the First Party. The industrial training and exposure provided to students and faculty through this association will build confidence and prepare the students to have a smooth transition from academic to working career. The Second Party will provide its Labs / Workshops / Industrial Sites for the hands-on training of the learners enrolled with the First Party.
- 2.4. Both Parties have agreed to carry out the joint research activities in the fields of Design Services, Aerial surveying, GIS, UAV Training and UAV Development.
- 2.5. Second Party to train the students of First Party on the emerging technologies in order to bridge the skill gap and make them industry ready.
- 2.6. Second Party to extend the necessary support to deliver guest lectures, webinars and seminars to the students of the First Party on the technology trends and in house requirements.
- 2.7. Second Party to train the faculties and staff through Faculty Development Programs of First Party for imparting training as per the industrial requirements.
- 2.8. Both Parties to obtain all internal approvals, consents, permissions, and licenses of whatsoever nature required for offering the Programmes on the terms specified herein
- 2.9. There is no financial commitment on the part of the Department of Civil Engineering, Dr. Ambedkar Institute of Technology, the First Party to take up any programme mentioned in the MoU. If there is any financial consideration, it will be dealt separately.

CLAUSE 3: INTERNSHIP

- 3.1. Internship Education is an academic concept designed to strengthen a student's learning experience by integrating on-campus studies with closely related work experience.


(Dr. S. Vijaya)


(Mr. Paritosh Ashutosh)

- 3.2. The period and itinerary of the internship to be engaged in by the student is to be agreed upon by both the Parties prior to the commencement of the internship.
- 3.3. The Second Party shall undertake the selection process from among the First Party recommended students in accordance with its policies and guidelines in the selection of the trainees for this purpose
- 3.4. The Second Party shall provide free relevant instruction, exposure, and training to the student, consistent with its policies, rules and regulations and with the established Internship Plan. It shall treat the student in a professional manner, and shall ensure that the student, in the course of training, shall not be exposed to any form of harassment / unethical practice or tasks and work assignments that are unreasonably risky, dangerous or unrelated to the purposes of the Internship Plan.
- 3.5. The Second Party is not obliged to employ the student upon completion of the training. The Second Party however, upon consultation with the First Party, may invite qualified students to submit themselves to examinations, interviews, and file pertinent documents in support of their application.

CLAUSE 4: INTELLECTUAL PROPERTY

- 4.1. Nothing contained in this MOU shall, by express grant, implication, Estoppel or otherwise, create in either Party any right, title, interest, or license in or to the intellectual property (including but not limited to know-how, inventions, patents, copy rights and designs) of the other Party.
- 4.2. Rights regarding publications, patents, royalty, ownership of software/design/product developed etc. under the scope of this MOU, shall be decided by the two parties by mutual consent.

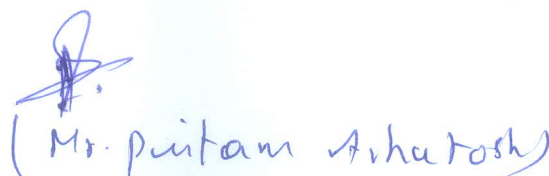
CLAUSE 5: VALIDITY

- 5.1. This Agreement will be valid until it is expressly terminated by either Party on mutually agreed terms, during which period EDALL SYSTEMS, #401, 4th Floor, Connection Point Building, B-Block, HAL Airport Exit Road, Konena Agrahara, Bengaluru, Karnataka, the Second Party, as the case may be, will take effective steps for implementation of this MOU. Any act on the part of EDALL SYSTEMS, #401, 4th Floor, Connection Point Building, B-Block, HAL Airport Exit Road, Konena Agrahara, Bengaluru, Karnataka, the Second Party after termination of this Agreement by way of communication, correspondence etc., shall not be construed as an extension of this MOU
- 5.2. Both Parties may terminate this MOU upon 30 calendar days' notice in writing. In the event of Termination, both parties have to discharge their obligations.

CLAUSE 6: RELATIONSHIP BETWEEN THE PARTIES

- 6.1. It is expressly agreed that First Party and Second Party are acting under this MOU as independent contractors, and the relationship established under this MoU shall not be construed as a partnership. Neither Party is authorized to use the other Party's name in any way, to make any representations or create any obligation or liability, expressed or implied, on behalf of the other Party, without the prior written consent of the other Party. Neither Party shall have, nor represent itself as having, any authority under the terms of this MOU to make agreements of any kind in the name of or binding upon the other Party, to pledge the other Party's credit, or to extend credit on behalf of the other Party.
- 6.2. Any divergence or difference derived from the interpretation or application of the MoU shall be resolved by arbitration between the parties as per the Arbitration Act, 1996. The


(Dr. S. V. Jaya)


(Mr. Pritam Arhatosh)


place of the arbitration shall be at District Head Quarters of the First Party. This undertaking is to be construed in accordance with Indian Law with exclusive jurisdiction in the Courts of Bengaluru, Karnataka.

AGREED:

For, Dr. Ambedkar Institute of Technology

For, EDALL SYSTEMS



09/05/22
Authorized Signatory
Professor and Head
Department of civil Engineering
Dr. Ambedkar Institute of Technology
Bangalore - 560 056.



09/may/2022
(Mr. Pritam Ashutosh)
Director, EDALL SYSTEMS.
Authorized Signatory

| | |
|------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Dr. Ambedkar Institute of Technology | EDALL SYSTEMS, |
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| Contact Details: Dr. S. Vijaya, Professor and HEAD Department of CIVIL ENGINEERING, Dr. Ambedkar Institute of Technology, Bengaluru – 560056, India. | Contact Details: Director, Pritam Ashutosh Sahu #401, 4th Floor, Connection Point Building, B-Block, HAL Airport Exit Road, Konena Agrahara, Bengaluru, Karnataka 560017, GSTIN:29AAFCE8620E1ZN, PAN:AAFCE8620E |
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Witness(es)

Witness(es)


9.5.2022
Dr. C. Nanjundaswamy
Professor of civil Engg
Dr. MT, B'lore.


9/5/22
D. Manikandan
Project Manager,
Edallsystems.