



Memorandum of Understanding

This MEMORANDUM OF UNDERSTANDING ("MoU") is made on this 10th of June, 2016.

BY AND BETWEEN

Department of Information Science & Engineering, PDA College of Engineering, Kalaburagi Autonomous Institution affiliated to VTU Belgaum and Managed by Hyderabad Karnataka Education Society, Kalaburagi through its **Principal Dr. S. S. Awanti** having his office at PDA College of Engineering, Kalaburagi (Hereinafter referred to as "**PDA**" which expression shall, unless excluded by or represent to the context be deemed to include its successors in office and assigns) of the **ONE PART**.

AND

M/s Nihon Communication Solutions Private Limited a company incorporated under the Companies Act, 1956 through its **Directors** having its registered office at # 35, 16th Cross, 8th Main Road Malleshwaram Bangalore 560 055. (Hereinafter referred as "**NCS**" which expression shall, unless excluded by or represent to the context, be deemed to include its successors, executors, administrator, heirs, representatives and assigns) of the **OTHER PART**.

WHEREAS:

- A. In this MoU, **PDA AND NCS** shall be referred to individually as "Party" or collectively as "Parties"
- B. This MoU is a statement of joint interest of both parties on the "Student Program" on non-binding, non-obligation basis unless and otherwise specifically mentioned.
- C. NCS is involved in the development of software, consultancy and keeping the validation environment running smoothly.

- D. PDA College of Engineering (AUTONOMOUS), Kalaburagi is recognized by AICTE, affiliated to VTU Belgaum, offers UG, PG and Research programs in engineering to its Students as per VTU requirements and AICTE guidelines.
- E. PDA and NCS wish to enter into an informal, non-obligation and non-binding tie up with each other to give the Students of PDA an opportunity to learn and work (hereinafter referred to as 'Students')

NOW, THEREFORE, the parties have come to the following understanding:

1. The purpose of this MoU is to establish a collaborative relationship between the Parties in general terms for the purpose of "Student Program"
2. Prior to this MoU, the parties have not entered into any MoU which may require some amendments based on this MoU
3. NCS shall provide the opportunity to the selected Students of PDA to work on temporary basis, subject to NCS's policies and business requirement. The selection process shall be sole discretion of NCS.
4. The selected Students shall get to work at NCS on various projects or technologies depending upon the business requirement of NCS from time to time. The selected Students shall be provided a rewarding experience with training on proactive engineering and incident management in a fast and complex environment. The Students shall get the opportunity to automate processes, test and implement their ideas under the supervision and as per the direction of the NCS authorized personnel. At the completion of their academic course, Students would have gained a rounded experience in technology and corporate culture, which is likely to provide them an invaluable advantage in today's competitive job market.
5. NCS's role:
 - a. NCS shall invest time in preparing adequate trainings and tools to help the students to integrate into the work environment. Senior engineers/Authorized employees of NCS shall provide mentoring and shadowing support to guide the students.
 - b. Students shall have access to NCS's lab, which can be used, for Network Programming and Linux Internals.
 - c. NCS shall provide compensation along with benefits to the students working on internship depending on case by case basis.
 - d. NCS shall work with PDA on the internship schedules for students, wherever required.

- e. Internship schedule shall be determined on the basis of students' availability to ensure high commitment on attendance.
- f. A representative from NCS shall work with a point of contact from PDA to ensure this opportunity is meaningful for the Students.
- g. Students Internship: Selected Student's internship with NCS shall be as per NCS's guidelines, which may undergo a change, from time to time, based on NCS's discretion based on business requirements.
- h. Students may be considered for permanent positions on successful completion of their course, based on student's performance, NCS's policies, business and hiring requirements.
- i. Provide free access to knowledge resources of the Institute to the industry and vice versa based on mutually agreed term for each specific case.
- j. Collaborative training programme for students based on mutually agreed academic modules would be developed.

6. PDA's Role:

PDA shall nominate a Professor/ Guide from ISE Dept. The role of this Guide will be as follows:

- i. Counsel and support Students
 - a. Counsel and support Students to gain the maximum from this opportunity
 - b. Helps Students link and balance their studies and work.
 - c. To support students with the domain expertise
- ii. Partner with NCS and help sustain the program
 - a. Provide regular feedback regarding the program: Have quarterly meetings with the manager/point of contact from NCS so as to help NCS continue to make the work meaningful for the student.

- b. Provide Document/Process related support regarding student course schedules as well as confirmation of Students continued association with PDA

7. Expectations from students

PDA shall provide its assistance to NCS by guiding and mentoring its Students to achieve the objective of this MoU in best possible manner. Some of the expectations from the students by NCS will be

- a. Students will be expected to follow NCS's guidelines and demonstrate NCS's values.
 - i. Students must familiarize themselves with NCS Code of Conduct and other policies to ensure that their conduct is aligned with those all times while at NCS
- b. Students should give adequate notice to the Manager in case of requiring any changes to the work schedules.
- c. Students are expected to be compliant with NCS information Security Policy:
 - i. Confidentiality – Information placed in their custody will be disclosed only to those authorized, whether internal or external.
 - ii. Integrity- Students must ensure that information placed in their custody is modified or destroyed only by those authorized.
 - iii. Availability – Students must ensure that information placed in their custody is available to those who need it, when they need it.
 - iv. The more sensitive or critical the information, the more care they must exercise in protecting it.
- 8. The terms of this MoU are statements of intent only and are intended only to provide the general principles and key term for initial cooperation, understanding and negotiation between the Parties. This is not a binding agreement between the parties and does not contain all matters upon which agreement must be reached in order for any transaction between the Parties to be consummated. This MoU does not constitute an offer, binding commitment or obligation on either Party, nor shall it be construed as creating a contract or deemed to be a contract of any nature and under no circumstances and no legally binding agreement shall exist until both parties have negotiated, prepared and executed separate individual written agreement(s) establishing the binding obligations of the Parties as approved by each party's management and legal entities. NCS shall not be under any obligation to ensure performance commitment under this MoU.

9. Except as required by law, no press release or other statements in connection with work performed under this MoU intended for use in the public media, having or containing any reference to NCS or Institute shall be made without approval of NCS and PDA.
10. Nothing in this MoU shall mean or shall be construed to mean that either Party is at any time precluded from having similar arrangements with any other person or third party, subject always to maintaining confidentiality obligations stated herein.
11. In no event shall either Party be liable to the other for any damages including, without limitation, direct, speculative, indirect, incidental, special or consequential damages in connection with this MoU.
12. Except as may be otherwise stated in this MoU, each Party will be responsible for its own expenses in connection with all matters relating to this MoU. In no event shall either Party be liable to the other for any damages of any kind whatsoever (even if such Party has been advised of the possibility of such losses or damages) based upon or arising out of either Party's performance of or failure to perform the activities described herein, except for any damages arising from any breach of the non-disclosure provisions herein.
13. The Parties disclaim all warranties of any kind (including all express, implied and statutory warranties, and all conditions of merchantability, fitness for particular purpose, and any warranty of non-infringement of any intellectual property of any third party) in connection with this MoU and any related products, technologies, or services. Each party shall be solely responsible for the quality, warranty and functionality of its own products and services.
14. This MoU will be valid for 3 years from the date of signing and may be extended on mutual consent in writing between the parties or until it is terminated by one of the Parties. Either Party may terminate this MoU at any time for any or no reason upon 30 days written notice to the other Party, or immediately if a Party has failed to cure a material breach of this MoU 10 days after receiving written notice of such breach.
15. Under This MoU either Parties has not granted the other Party any license or other right to any trademarks, logos or other intellectual property of the other Party, and use of any such other Party's intellectual property must be governed by a separate trademark license agreement.
16. This MoU shall be governed by and construed in accordance with the laws of India. Both the parties irrevocably submit to the exclusive jurisdiction of the Courts in Bangalore, for any action or proceeding regarding this MoU.

17. The Parties are independent contractor, and no agency, partnership, joint venture or employee-employer relationship is intended or created by this MoU. Neither Party will make any warranties or representations on behalf of the other.
18. This MoU sets forth the entire and final understanding and agreement of the Parties, and supersedes any all oral or written agreements or understandings between the Parties, as to the subject matter hereof. No amendments or modifications shall be effective unless in writing and signed by authorized representatives of both Parties. The waiver of a breach of any provision of this MoU will not operate or be interpreted as a waiver of any other or subsequent breach. No right, duty or obligation under this MoU may be assigned, delegated factored or subcontracted in any manner by either Party without the other Party's prior written consent, except that NCS may assign its rights or delegate its duties to one or more direct or indirectly owned subsidiaries of NCS.
19. All notices shall be directed in writing to the address aforesaid of the parties.

IN WITNESS WHEREOF, the parties have caused this MoU to be executed by their duly authorized representatives on the date first set forth above.

FOR AND ON PDA College of Engineering (AUTONOMOUS), Kalaburagi

By

Dr. S. S. Awanti
Designation: Principal

WITNESSES:

1. Dr. Mahadevappa Gadge, Vice Principal, PDACEK.
2. Dr. Bharati Harsoor, Professor & HoD, ISE Department, PDACEK.

