

## MEMORANDUM OF UNDERSTANDING

between

**DAMISETTY BALA SURESH INSTITUTE OF TECHNOLOGY (DBS INSTITUTE OF TECHNOLOGY)**  
and  
**gcGEMS – GC German Center for Engineering and Management Studies UG Aachen**  
and  
**European Center for Mechatronics APS GmbH Aachen**

This Memorandum of Understanding ("MOU") is executed on the 15<sup>th</sup> day of February 2019, between:

**DAMISETTY BALA SURESH INSTITUTE OF TECHNOLOGY (DBS INSTITUTE OF TECHNOLOGY)**, having its principal address at KAVALI, SPSR NELLORE(D.t) AP, India. (hereinafter referred to as "INDIAN UNIVERSITY", which expression shall unless repugnant to the meaning thereof, mean and include its successors and permitted assigns) of the FIRST PART

AND

GC German Center for Engineering and Management Studies, having its principal address at Kapuzinergraben 38, Aachen 52062 Germany (hereinafter referred to as "GEMS", which expression shall unless repugnant to the meaning thereof, mean and include its successors and permitted assigns) of the SECOND PART,  
AND

European Center for Mechatronics APS GmbH Aachen, having its principal address at vaalserstrasse 460, 52072 Aachen, Germany (hereinafter referred to as "APS", which expression shall unless repugnant to the meaning thereof, mean and include its successors and permitted assigns) of the THIRD PART,

APS and GEMS collectively referred as European Center for Mechatronics and Manufacturing. (hereinafter referred to as "ECMM", which expression shall unless repugnant to the meaning thereof, mean and include its successors and permitted assigns)

INDIAN UNIVERSITY and ECMM are individually referred to as "Party" and collectively as the "Parties".

WHEREAS:

- A. INDIAN UNIVERSITY is conducting academic courses (B.Tech, M.Sc., MBA and PhD) to students and management courses to professionals in reputed institutions, organizations and individuals in order to train management skills.

- B. GEMS is supporting international research, trainings and academic programs between Germany and India
- C. APS is actively supporting conceptual research, industrial research and academic programs in Germany and globally.
- D. INDIAN UNIVERSITY, GEMS and APS intend to collaborate by entering into an MOU as part of establishing the "European Center for Mechatronics and Manufacturing", in its academic and research part as "Advanced Robotics Labs at Academia": here in after mentioned as "ARC"

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 industry based and cutting edge technical education.

NOW THE PARTIES HERETO AGREE AS UNDER:

#### ARTICLE 1: SCOPE OF THE MOU

1.1 The objective of this MOU is to set out the scope within which INDIAN UNIVERSITY, GEMS and APS 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 fulfill its obligations hereunder.

- ECMM is co-funding the INDIAN UNIVERSITY for establishing the ARC lab and student trainings along with industry partners and government partners.
- ECMM is providing knowledge transfer, training and industrial connect
- ECMM is executing the faculty training and student training in cooperation with INDIAN UNIVERSITY and Andhra Pradesh Skill Development Corporation (APSSDC)
- ECMM will be providing the course content and execution plan in consultation with APSSDC
- INDIAN UNIVERSITY is a partner to be part of establishing the Indo-European cluster for Mechatronics and Manufacturing
- INDIAN UNIVERSITY to be resource partner in India for ECMM for mutually agreed programs by providing two faculties for this process of ARC labs
- INDIAN UNIVERSITY is assigning the minimum 2 faculties for executing this program in India.
- INDIAN UNIVERSITY will be mobilizing the students and organizing the infrastructure recommended by the ECMM and APSSDC
- Conduct Mechatronics and Manufacturing courses and lab work
- Exchange of researchers and students
- To apply and manage international research projects with Indian and German companies/organizations.
- Establish of a common research location/representation for transnational research projects between German and Indian partners in Andhra Pradesh

- Collaborate for dissemination of knowledge on cutting edge technologies to faculty and research programs
- GEMS will be the organizing body for the process of this cooperation activity

1.2 If INDIAN UNIVERSITY, GEMS and APS mutually agree to pursue any specific objectives and undertakings, the terms and conditions for pursuing such objectives shall be documented on a case-to-case basis.

#### ARTICLE 2: ADVISORY GROUP

2.1 An "advisory board" is proposed in order to keep up with the rapidly changing trends in technology and academic requirements and to review the working and progress of the collaboration activities.

2.2 The board consists of one member from INDIAN UNIVERSITY, GEMS and APS and accomplished academic & industry representatives.

2.3 INDIAN UNIVERSITY, GEMS and APS can recommend the names of such representatives.

2.4 This board will meet on if needed at a mutually agreed location and will also discuss more frequently through email/electronic media as required to address the aspects related to the collaboration. Meeting are also possible with online conferences.

#### ARTICLE 3: COMMERCIAL TERMS

3.1 There are two commercial aspects involved in process of establishing the Advanced Robotic Control labs and skill development process through training of students and faculty.

- The process of lab establishment at the INDIAN UNIVERSITY funded 66.66 % by INDIAN UNIVERSITY AND 33.33% by GEMS and APS ECM.
  - INDIAN UNIVERSITY need to pay the 25% of their part of the payment prior to the MOU signing and remaining amount need be processed within 15 working days after the MOU signing.
- Skill development aspect: Student training fund will be allocated as 45% by APSSDC (Andhra Pradesh Skill Development Corporation), 45% by ECM and 10% by student. Payment process terms with APSSDC defined in a separate agreement between APSSDC, APS ECM and Indian University.

With respect to the travel, accommodation and any other related expenses of the Indo-German faculties and students will be taken care by respective parties.

#### ARTICLE 4: CONFIDENTIALITY

**Confidentiality** - It is envisaged that the Parties or any members of their respective Groups or any of their respective Agents may from time to time disclose Confidential Information relating to its current or proposed business to each other. In consideration of such Confidential information being made available to all parties, the first party, the second party and the third party agree that any disclosure or dealings between the Parties will be subject to the terms and conditions of this Agreement. All Parties will treat and keep all Confidential Information confidential and will not,

without the Disclosing Party's prior written consent, directly or indirectly communicate or disclose (whether in writing or orally or in any other manner) Confidential Information to any other person other than in accordance with the terms of this Agreement (for the avoidance of doubt, this will also prohibit discussing the same with any Disclosing Party Group employees other than those involved in connection with the Project).

- Nothing in this Agreement will constitute the creation of a partnership, joint venture or agency between the parties.
- 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.

#### **ARTICLE 5: ANNOUNCEMENT**

From the date of signature, all parties, can announce the existence of this MoU. All the parties can submit the MoU for any regulatory or Government related purposes.

All parties can announce about the MoU on its' website of ECMM and INDIAN UNIVERSITY can mention the others as resource partner on its Masters and Research Programs conducted with the help of Industry Partners.

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

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. 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.

However, commitments made by either party in respect of personnel hired, equipment ordered, for any industry research project under this MoU would be honored by respective parties.

**ARTICLE 7: MODIFICATIONS**

The AGREEMENT may be amended by mutual consent through an exchange of correspondence between the two Parties.

Such amendments come into existence only by a written agreement duly signed by persons authorized on behalf of each party.

Signatures

For DAMISETTY BALA SURESH INSTITUTE OF TECHNOLOGY

**Dr. Damisetty Bala Suresh Babu**

Secretary

Date: 15-02-2019

For ECMM

**Mr. Vangapandu Venkata Nagaraju**

Founder/President - GC German Center for Engineering and Management Studies

President Indian Affairs – European Center for Mechatronics APS GmbH

Date:15-02-2019

For ECMM

**Dr. Till Quadflieg**

Managing Director - European Center for Mechatronics APS GmbH

Date: 15-02-2019

For ECMM

**Dr. Christoph Greb**

Managing Director - European Center for Mechatronics APS GmbH

Date: 15-02-2019