



MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (herein after referred to as MoU) is entered into on this 23rd of August 2023, between **A J Institute of Engineering and Technology** is notified by the Ministry of Higher Education, Government of India, having its registered office at Mangaluru, Kottara Chowki - 575006, herein referred to as ("**AJIET**") and **Avakaza Geoscience Research Technologies**, herein referred to as ("**AGSRT**") located at #21, Sri Sai Krupa, 1st Floor, Sampige Road, Malleshwaram 16th Cross, Bangalore - 560003.

The scope of the MoU, the roles and responsibilities of the parties of the MoU are given below:

Alliance Objective

This document outlines a strategic understanding between **AGSRT** and **AJIET** to work together to offer the University Program for a period of 5 years. The primary aim of this partnership is to aid **AJIET** in establishing a high quality people repository in G.I.S technologies. This will help **AJIET** teach and train their students on strategic technologies and to position them to support India's Information Technology initiative. As opposed to a one-time implementation, this is a strategic initiative and requires the total commitment of both **AGSRT** and **AJIET**. The University Program initiative would allow and **AJIET**, one of the foremost institutions in India in the field of Education, and imparts training, among others in Computer Applications and Information technology faculties, to design world-class curriculum capable of delivering high caliber GIS skills required in the fast changing IT marketplace.

NOW THIS MoU WITNESSETH AS FOLLOWS:

DEFINITIONS AS USED IN THIS MoU:

"**MoU**" means this instrument executed by **AGSRT** and **AJIET**, and subsequent amendments issued to the MoU by mutual consent as provided herein.

"**Program**" means the University Program that is the subject of this MoU.

"**Software**" or "**Product**" means the GIS software packages identified for introduction in the Program.

"**Curriculum**" means the **AGSRT** Course that is integrated with the and **AJIET** Main Course, elective or Projects.

1. BENEFITS TO THE MoU to AJIET

- 1.1 Opportunity to emerge as one of the competent entities in the academic circles in research and development in the area of G.I.S;
- 1.2 Opportunity to be recognized by the industry and academic circles as one of the preferred locations for acquiring training and skills development in latest technology and software
- 1.3 Opportunity to utilize the Program to train students on GIS Software products and technologies.
- 1.4 Opportunity for the faculty and students of and **AJIET** to design world class curriculum capable of delivering the caliber of G.I.S skills required at present and also for the future





1.2 Benefits to AGSRT

1.2.1 Creation of a resource pool of G.I.S Software professionals to boost the existing skill level in the country.

1.2.2 Inclusion of G.I.S Software and technologies in the course curriculum of **AJIET**.

1.2.3 Availability of skilled students from the Program for projects, which would benefit G.I.S Customers as well as the Business Partners of **AGSRT India**.

2. RELATIONSHIP BETWEEN THE PARTIES

2.1 Neither **AJIET** nor **AGSRT** is or will be an agent or legal representative or partner of the other. Neither of them is/ or shall be responsible for the debts incurred by the other or be bound by any contracts or representations made by the other or any obligations undertaken by the other. Neither of them is or shall be an employee or franchisee of the other, nor does this MoU create a joint venture or any similar relationship between them unless requested.

2.2 Neither party will make any representations pertaining to the other or its business or affairs, without the express prior written consent and approval of the other.

3. Areas of Collaboration

3.1 AGSRT

3.1.1 Assistance and high qualified training faculty of **AGSRT** made available to **AJIET**. To Utilize the proficiency of **AGSRT** to empower **AJIET** through GIS Domain Skill Development Training To Conduct Need basis & Skill based Courses and Programs for Students and Faculties of **AJIET**.

3.1.2 Assistance in placement with G.I.S corporates after a thorough analysis is taken by **AGSRT** recruitment assistance team.

3.1.3 To Participate in academic Conference, Seminars, Workshops & Discussions held by Both Institutions

3.1.4 To Assist in identifying the software requirement at the college and support in purchasing the appropriate Software's.

3.1.5 To implement training in Collaboration with **AJIET**, and support the students with Placement assistance.

3.2 AJIET

3.2.1 Setting up, operating & maintaining the infrastructure required for training.

3.2.2 Promotion of the **AGSRT** Software Certification Program among the students; the costs for the same to be borne by the student.

3.2.3 Setting up of Training centre to Run Classes on Saturdays at Campus in Mutually Beneficial Financial Model for Both **AGSRT** and **AJIET**. Curriculum and Training will be Handled By **AGSRT** and Infrastructure and admission of the students for the course will be handled by **AJIET**.





3.2.4 Making available faculty, as per mutual convenience, for conducting training on site or customer premises on Payment Basis.

3.2.5 Supporting AGSRT in conducting fests/competitions for students in the college.

3.2.6 Supporting AGSRT in arranging required Admission for GIS Training Batches, and provide facility to conduct the same in Mutually Beneficial Revenue sharing model.

4. MONITORING OF IMPLEMENTATION

A Co-ordination Committee consisting of two faculty members of **AJIET** and two officers nominated by **AGSRT** will do the planning and monitoring of the implementation of the various aspects of this MoU. There will be an annual review. This review would primarily focus on the curriculum progress, faculty availability and certification.

5. INTELLECTUAL PROPERTY

Title to the intellectual property rights of the software furnished by **AGSRT** will, at all times remain proprietary to the actual developers of the recommended software. The software provided to **AJIET** through this MoU shall be governed by the applicable license agreements of the respective software. **AJIET** unconditionally agrees to comply with such terms and conditions.

6. LIMITATION OF LIABILITY

Under no circumstances is **AGSRT** liable for **AJIET** loss of, or damage, to records or data, as also claims for special, incidental, or indirect damages or for any economic consequential damages (including loss of profit or savings) even if **AGSRT** is informed of its possibility.

AJIET will not take any responsibility or party to any dispute between **AGSRT** and its student during this collaboration.

All dispute between **AGSRT** and Students will have to resolved by **AGSRT** without affecting **AJIET**

7. GENERAL

1. Either party may terminate this MoU if either of the parties is frustrated by reasons beyond its control from going ahead with the implementation of the provision of this MoU through a notice of one month. The provisions contained in Clauses 5 ("Intellectual Property Rights"), 6 ("Limitation of Liability") and 7 will survive any such termination.
2. Neither parties will make any presentations pertaining to the other or its business or affairs, without the express written consent and approval of other.
3. It is understood that during the course of this MoU it may be necessary for either party to disclose confidential/proprietary information to the other. The disclosure of any such information or data between the parties shall be made pursuant to an executed Confidentiality Agreement.
4. All costs incurred by a party pursuant to this MoU shall be borne by the party who incurred the costs.





5. There shall be no liability on the part of any party to the other arising from the termination of this MoU.
6. This MoU is not binding on either of the parties hereto, except as specifically set out hereto. This MoU is intended to express the broad understanding of the parties and as a broad framework for working together on a specific opportunity as detailed herein.
7. The terms of the applicable software license agreements and terms relating to confidentiality under this MoU shall survive the term of the MoU.
8. Neither party may use the other's corporate name or any trade mark or name or any other items or assets protected by intellectual property rights, including but not restricted to, use in any promotional material, press releases, advertisements, communications, stationery, web sites, or the like.
9. The GIS software programs offered under the said MoU are for the specific purpose set forth in the MoU, namely for training the bonafide students of the University on the same, and not for any other commercial purposes.
10. Neither party will disclose the existence, or the terms and conditions, of this MoU or any information connected with it or any information received from the other or otherwise during the implementation of this MoU or its subsequent amendments, if any, except as may be required by law or on a strictly "need-to-know" basis for the purpose of implementing this MoU, or its subsequent amendments, if any, unless express prior written consent of the other party shall have been obtained in advance.
11. Save for their respective rights and obligations relating to Intellectual Property Rights (including the ownership of the Intellectual Property) as mentioned in Clause herein above, neither party is liable to the other for any damages or claims.
12. Unless previously consented to by both parties, there shall be no assignment of any interest under this MoU by any party hereto.
13. The laws of the Republic of India shall govern this MoU.
14. This MoU supersedes all proposals or other prior representations or communications, either oral or written.
15. All communication between the parties shall be in writing and in English Language.

Summary

AGSRT recognizes the significance of the AJIET initiative to be the leader in the field of G.I.S related academia in the country. AGSRT proposes to make available the appropriate technology and expertise to develop AJIET position as a leading institute in the country providing high quality GIS skilled resources. This Memorandum of Understanding is intended to express the broad understanding of the parties regarding their working with each other to the extent possible for their mutual benefit.





A.J. INSTITUTE OF ENGINEERING & TECHNOLOGY
(A Unit of Laxmi Memorial Educational Trust ®)
Kottara Chowki, Mangaluru



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.

<p>Signed and delivered on behalf of. M/s Avakaza Geoscience Research Technologies</p>  <p>Name – Midhun S Designation – Proprietor & GIS Specialist</p>	<p>Signed and delivered on behalf of AJIET</p>  <p>H.O.D.-Civil Engineering A.J. Institute of Engineering & Technology Mangaluru - 575 006 D K Karnataka Dr. Suman Kundapura Assoc. Professor and Head Department of Civil Engineering AJIET</p>
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Principal
A.J. Institute of Engineering & Technology
Mangaluru - 575 006