

# MEMORANDUM OF UNDERSTANDING

Between

ACD Communications Pvt. Ltd.



&

CHAITANYA BHARATHI INSTITUTE OF TECHNOLOGY



**Memorandum of Understanding**

This Memorandum of Understanding ("MOU" also called "Agreement") is made as of the 19<sup>th</sup> of August, 2022 between **Chaitanya Bharathi Institute of Technology, Hyderabad** (hereinafter called "**CBIT(A)**" or "**Institute**") and M/s **ACD Communications** (having its office at Plot No.43, IDA, Phase-I, Cherlapally, Hyderabad – 500 051) hereinafter called "**ACD Communications**" or "**Industry**".

### Preamble:

This Memorandum of understanding is made between CBIT (A) and ACD Communications on 19<sup>th</sup> August, 2022.

Between

Chaitanya Bharathi Institute of Technology (A), Gandipet, Hyderabad, established in the year 1979, esteemed as one of the premier engineering college in the states of Telangana and Andhra Pradesh. (Herein referred to as CBIT which expression shall unless repugnant to the context of the meaning) as FIRST PART

And

**ACD Communications**, Plot No.43, IDA, Phase-I, Cherlapally, Hyderabad – 500 051. (Herein referred to as **ACD Communications** which expression shall unless repugnant to the context of the meaning) as SECOND PART

### **1. Introduction**

**CHAITANYA BHARATHI INSTITUTE OF TECHNOLOGY (CBIT (A))**, established in the Year 1979, esteemed as the Premier Engineering Institute in the States of Telangana and Andhra Pradesh, was promoted with an Objective to facilitate the Best Engineering and Management Education to the Students and contribute towards meeting the need of Skilled and Technically conversant Engineers and Management Professionals, for the Country that embarked on an Economic Growth Plan. In its four decades of existence, all the Stake Holders of the Institute relentlessly endeavored to position CBIT (A) as an Institution that is a Leader and an Innovator in the Ecosystem of Engineering Higher Education and Management. With the Students being the singular Objective, the Institute has established excellent Infrastructure such as State-of – the Art Laboratories, spacious Library with Printed and Digital Collection of Books and Journals, Sports, Hostel, and other Infrastructure for Research,

Innovation, Incubation, Entrepreneurship, Extra and Co-Curricular Engagements with a total built-up Area of about 57,714 Sq. Mts., in the serene Ambience of 50 Acres to inspire, encourage and pursue Academics. In its relentless strive for Academic excellence, CBIT (A) has scaled great heights both Nationally and Internationally in Industry and Global Universities.

**ACD Communications** was established in the year 1999 and has become a leader in the design, development, manufacture and marketing of state of the art HF, V/UHF and Microwave Antennas, Components and Sub-Systems for applications like GSM, CDMA, Satellite, and Wireless Local Loop as well as Defense applications like Electronic Intelligence, Electronic Warfare for Airborne, Ship-borne, Vehicle and Submarine platforms base on either through built to print or built to spec mode. ACD Communications Pvt. Ltd. is dedicated to providing high class customer service and high quality products. ACD maintains high quality standards and has been certified for ISO 9001:2015. ACD is a registered vendor for all the major DRDO Laboratories like DLRL, DRDL, RCI, ADE, DARE, DEAL, LRDE, DL, PGAD, BROHMOS and Public sector units like BEL, ECIL, BEML, BDL, BSNL etc.

ACD Communications employs modern equipment available for production and development testing. It utilizes Vector Network Analyzers upto 40 GHz for development and production testing. They are equipped with plotters and computer printouts for recording of test parameters. And also it is equipped with Anechoic Chambers and Open Test Ranges for Antenna evaluation.

## 2. Recitals

'ACD Communications' is interested in engaging with CBIT(A) in areas of mutual interest as framework outlined below but not necessarily restricted to those mentioned in 2.1 to 2.6.

CBIT(A) is having faculties with expertise in the area of Electronics & Communication, Electrical, Mechanical, Bio-Tech, Chemical, CSE, IT and other emerging technologies areas, whose services can be availed by MSME Industries in Hyderabad to develop new products/process and software required by the customers and the society. Ministry of MSME, GOI, has approved MSME Incubation Centre at CBIT (A) to conduct various Programs. The services of Experts available with CBIT (A) can be availed by 'ACD Communications', to



develop new products/process and software required by the customers and the society. The Proposed Interaction will also help students of CBIT (A) to have industry interaction and involvement in development projects taken up by 'ACD Communications' along with CBIT (A) or live projects being carried out by 'ACD Communications' for other organizations under their internship. The industrial visits by the students will provide them with an exposure to various equipment, design and manufacturing process etc.

'ACD Communications' is interested in engaging with CBIT (A) in areas of mutual interest with focus areas as follows.

- 2.1 Innovative designs and development in the fields of Electronics & Communications, Antennas and CDMA / GSM Communications.
- 2.2 In the Design & Development, Manufacture and Deployment of infrastructure in the areas of Antennas
- 2.3 In the Design & Development, Manufacture and Deployment of infrastructure in the areas of Broad Band Horns → Filters (HF to Microwave) → Power Divider/ Combiners → CDMA/ GSM Patch Panel Antenna, Wi-Fi Antennas etc.
- 2.4 In the Design & Development, Manufacture of Antennas for Wi-Fi, Wi-Max, GPS and Satellite communication.
- 2.5 Other areas of mutual Interest and jointly apply for Projects to funding agencies such as DST, AICTE and etc.,
- 2.6 'ACD Communications' will explore to incubate new Ideas using facilities of CBIT (A) incubation center with due approval.

With this MoU, Chaitanya Bharathi Institute of Technology, Gandipet, Hyderabad would like to create a new model of Industry-Institute collaboration that will serve the dual purpose of providing practical knowledge/ exposure to the students and a source of continuous research / technical interaction for the Industry.

### **Terms and Conditions**

The Following are the modalities that are agreed under the provision of this MoU.

#### **Setting up of Point-of- Contact:**

The Industry and the Institute shall nominate a faculty and an employee respectively, as their Point-of-Contact for each other. Any exchange of official communication related to implementation of modalities mentioned below shall be through the Point-of –Contacts only. Both the parties shall let others informed if there are any changes in Point of Contact.

Industrial Training: The Industry shall provide certified training of duration not less than 2 weeks to the interested students of the Institute who have completed II SEM course work, during summer vacation in basic/advanced area of the industry's expertise. The industry shall nominate an employee as a coordinator for this activity. The industry is expected to conduct at least one test to evaluate the performance of students at the conclusion of the training. Provisions should be made to record daily Attendance/ Performance of the students that can be shared with the institute on request. The industry shall provide the successful students with a 'certificate –of-completion' after training.

BE Projects: The Industry shall provide provision for the interested student teams of Final year, BE to carry out their projects at the industry, for duration of complete one Semester. The student-teams, working on a project shall be jointly guided by the institute and industry. Institute shall allot a faculty member to guide them in institute and the industry shall allot appropriate employee to guide each team at their facility. Students should be allowed to present their work in the evaluation seminars, which will be conducted during/end of the semester.

ME Projects: The Industry shall provide provision for the interested students of Final year, ME to carry out their projects at the industry, for duration of not less than 9 months. The students working on a project shall be jointly guided by the institute and industry. Institute shall allot a faculty member to guide them in institute and the industry shall allot an employee to guide each team at their facility. The Industry shall share their hardware/software infrastructure with these students so that they can complete their project in specified time. Industry can provide these students with an aim/project that serves both parties interest i.e. students can work on/ part of live project and they should be allowed to present the same as their project at institute/conferences/events. During this period students should be given relaxations for attending their mid-exams, semester-end exams and other performance evaluation related activity at the institute as and when required. The point-of-contact at the institute can convey this information to the industry's point-of-contact as and when required.

Internship or Placement: The Industry shall provide Internship to the B.E. / M.E. students it deems fit for a duration of not less than one semester. The Industry may also have provisions to later absorb, these interns as regular employees as per their due recruitment process only if the industry deems them fit for their organization. This clause is completely provision and it is at the sole discretion and the interest of the Industry.

Curriculum Design: The Industry shall provide inputs that can help the institute to enhance its syllabus, such that it meets the requirements of the industry and current job market. The Industry's engineers may be invited as guest members in BoS/Curriculum Design meetings by the Institute.

Guest Lectures: The Industry shall provide on request by the institute, experienced engineers to present technical guest lectures, in the domain of expertise of the Industry. The Industry can also share their innovative projects/innovative experiments, etc., that it deems fit through these guest lectures.



Course Delivery: The Industry shall provide on request from Institute the services of experienced engineers as a guest/ visiting faculty for delivery of advanced courses/curriculum courses, that are domain of expertise of the Industry.

Industrial Visit: The Industry shall allow 1 Day Industrial visit by students at their facility, in order to motivate students. The visit shall be organized by allotting a faculty coordinator from the institute and similarly a coordinators by the Industry.

Research Services: The Industry may request the Institute for the services of a faculty, deemed as expert in a given domain by granting them research projects of Industry's interest and providing them with necessary funding for carrying out the research at the institute. The faculty shall visit the Industry as and when need arise to share/collaborate with the research.

Consultancy Services: The Industry may request the Institute for consultancy on the design/ test /review of their products /services/Design. The Institute based on the availability of domain expert faculty and required infrastructure may provide an estimate of cost and time to complete the consultancy job. The Industry may accept the proposal by providing the Institute with necessary Cost.

PhD guidance for Industry professionals: If any employee of Industry wishes to and secures admission in PhD then the Institute's domain expert faculty shall provide them with research guidance in the faculty's domain of expertise.

In consideration of the above recitals and the mutual benefits to be derived hereafter, the parties agree to enter into an Agreement as follows:

#### **ARTICLE – I: Scope of the MoU**

This MoU details the modalities and general conditions regarding collaboration between CBIT(A) and 'ACD Communications' for enhancing, within the country, the availability of highly qualified manpower in the areas of Innovative Designs of Electronics & Communications, Antennas and CDMA / GSM Communications, etc. The area of interaction will also include training and internship of CBIT(A) students to work on live projects at 'ACD Communications'. The areas of cooperation can be further extended through mutual consent.

#### **ARTICLE – II: Scope and Terms of Interactions**

Both CBIT(A) and 'ACD Communications' shall encourage interactions between the Institutes, Students & Staff and Engineers, of both the organizations through the following arrangements:

1. Both CBIT(A) and 'ACD Communications' will plan to work on Joint development projects of Mutual Interest and also explore for joint working on Govt. funded projects based on mutual agreement.
2. Practical training of CBIT(A) students at 'ACD Communications' in the form of One-full Semester Internship at 'ACD Communications';
3. Joint guidance of student projects/thesis in various technical areas including Microwaves, Antennas and related Technologies and other areas of National interest at CBIT(A) by 'ACD Communications' on mutual agreement.
4. 'ACD Communications' may depute its personnel as visiting faculty at CBIT(A) to supplement the teaching of any of the regular Course or specialized topics.
5. 'ACD Communications' may seek assistance/guidance of CBIT(A)'s Research & Entrepreneurship (R&E) Hub for initiating any start-up company to develop new products or process along with CBIT(A).
6. 'ACD Communications' will allow the industrial visits of students for half/full day to provide them with an exposure to various equipment, instrument, etc.
7. 'ACD Communications' may be allowed to showcase its business activities at the Seminar/Workshop/Conference, etc. if possible, at CBIT(A) that will be conducted time-to-time, with necessary permission from CBIT(A).
8. 'ACD Communications' may avail library facilities at CBIT(A) for combined projects for students' project work with necessary permission from the Institute.
9. There will be no restriction on the contents of the thesis and on publication of results of the thesis, subject to the condition that no Intellectual Property Rights can be secured for any part of the work which will be decided with mutual consent.
10. If the outcome of a project related to product development, process technology and design etc. which involves matter of secrecy and concern with security of the State and the Country, the same will not be allowed for publication/printing in any form such as Electronically/verbal, etc.
11. If the outcome of an Internship or the Thesis work or the combined project results into an intellectual property, for which rights can be secured, it will be decided on case-to-case basis depending upon the contribution from both the Institution. Similarly, sharing



of expenditure in securing such rights and income accrued through royalty etc. will be decided on case- to-case basis after mutual consultation and agreement.

#### **ARTICLE-III: Sharing of Facilities**

- a) 'ACD Communications' shall extend its facilities for CBIT (A) students towards the smooth conduct of Internships, Industrial Visit and Projects depending on their convenience and availability of time & staff.
- b) CBIT(A) and 'ACD Communications' may explore to share their respective important R&D facilities in order to promote academic and research interaction in the areas of cooperation depending upon availability of such facility without affecting their regular working.
- c) CBIT (A) and 'ACD Communications' will permit the sharing of software and other components developed during any combined project work in the areas of cooperation, if permissible within the rules governing the two institutions. However, responsibility regarding confidentiality terms of the software and other materials during the exchange will rest on respective Head of department of the branch/section and 'ACD Communications'.
- d) 'ACD Communications' provide access to the library facilities to the members of faculty and students as per the prevailing rules and norms.

#### **ARTICLE-IV : Effective Date and duration of the MoU.**

- a) This MoU will be effective from the date of its approval by competent authorities at both ends.
- b) The duration of the MoU will be for a period of 3 years from the effective date which may be extended after mutual understanding. However, if any Important combined projects are under execution, both parties agree to complete the work even though the MoU is not effective after three years.
- c) During its tenancy, the MoU may be extended or terminated by a prior notice of not less than one month by either party. However, termination of the MoU will not in any manner affect the interests of the students & faculty who have been admitted to pursue a Training/Project under the MoU.



- d) Any clause or article of the MoU may be modified or amended by mutual agreement of 'ACD Communications' and CBIT (A).

#### **ARTICLE - V: IPR**

Rights regarding publications, patents, royalty, ownership of software/ design/product developed etc. under the scope of this MoU, will be decided by CBIT and 'ACD Communications' based on Mutual agreement.

#### **ARTICLE – VI: Confidentiality**

During the tenure of the MoU both CBIT(A) and 'ACD Communications' will maintain strict confidentiality and prevent disclosure of all the information and data exchanged under the scope of this MoU for any purpose other than in accordance with this MoU.

Both CBIT(A) and 'ACD Communications' shall bind their respective personnel who come into possession or knowledge of any confidential information not to disclose the same to third parties without written approval of the disclosing party or use such confidential information for any use other than intended under this agreement or PROJECTS. Further both CBIT (A) and 'ACD Communications' should put in place adequate and reasonable measures to keep and store confidential information secure so as to prevent any unauthorized use.

CONFIDENTIAL INFORMATION shall mean any proprietary information, data or facts belonging to PARTIES collectively or severally, disclosed by the disclosing party under this agreement or any subsequent agreement, whether in writing, verbal or electronically, irrespective of the medium in which such information is stored, which is marked confidential or with any other words having similar meaning by the disclosing party, or specifically agreed to be kept confidential by the parties, or declared or identified so by the disclosing party before such disclosure or during the discussions. However confidential information should not include any data or information which:

- (a) is or becomes publicly available through no fault of the receiving party,
- (b) is already in the rightful possession of the receiving party prior to its receipt of such data or information;

- (c) is independently developed by the receiving party without reference to the confidential information of the disclosing party
- (d) is rightfully obtained by the receiving party from a third party or is in the public domain
- (e) is disclosed with the written consent of the party whose information it is, or
- (f) is disclosed pursuant to court order or other legal compulsion, after providing prior notice to the disclosing party.

#### **ARTICLE – VII: AMENDMENTS**

Any amendment and/or addenda to the AGREEMENT should be in writing and signed by the PARTIES hereto and shall only after such execution be deemed to form part of the AGREEMENT and have the effect of modifying the AGREEMENT to the extent required by such amendment or addenda.

#### **ARTICLE – VIII: Compensation, Force Measure, Approval and Dispute Settlement**

##### **a) Compensation**

Neither Party shall be liable to the other for any incidental, indirect, special or consequential damages, including but not limited, to loss of profits, loss of use, loss of revenues or damages to business or reputation arising out of or in connection with this Agreement or any aspect thereof. Neither Party shall be liable to the other by reason of the termination or expiry of this Agreement for compensation or damages on account of the loss of prospective business or on account of expenditures in expectation thereof.

##### **b) Force Majeure**

Any delay or failure in performance by the party to this Agreement, shall not constitute default hereunder to give rise to any claims for damages against said party, if any, to the extent caused by matters beyond the control of said party including but not limited to acts of Nature, Strikes, Lock outs or other concerted acts of workmen, fires, floods, explosions, blockages, embargoes, riots, war (declared or undeclared), rebellion, sabotage, extraordinary severe weather, pandemic situation, civil commotion and



criminal acts of third persons. If the project under execution is delayed by such force majeure, then upon the happening of such delay, the parties within 30 days of the happening of such event, shall give notice in writing, requesting for extension of time indicating the period for which extension is desired. Efforts will be made by both parties to give fair and reasonable extension of time for the projects at their discretion but no monetary allowances shall be made unless it is mutually agreed.

**c) Approval of the MoU**

This Agreement may be signed by authorized officials, whether by original signature or by scanned signature due to the current situation (provided the pdf document is accompanied with official email), signature/approval over official email, with the same effect as if the signature to any counterpart was an original signature upon the same instrument.

**d) Dispute and Settlement**

- i) In case of any dispute (s), steps shall be taken by the parties to the MOU to settle the same through amicable negotiations. In case, dispute is not settled in negotiations, it shall be referred to Conciliator appointed by the designated official as per the bye law of CBIT(A), Hyderabad to arrive at a settlement.

In case dispute is not settled in conciliation proceedings, the same shall be referred to Arbitration for resolution of the dispute under Arbitration and conciliation Act 1996. The arbitration proceeding shall be conducted as per provisions of the Arbitration and Conciliation Act, 1996. The dispute shall be referred for arbitration to sole arbitrator to be appointed by the designated official (s) as per the bye law of CBIT(A) – Hyderabad. The award of the sole arbitrator shall be final and binding on both the parties. The venue of the Arbitration shall be at Hyderabad in India. The Award to be given by the Arbitration shall be a speaking award.

- ii) Applicable Laws and Jurisdiction of Courts

Indian laws both substantive and procedural, for the time being in force, including modifications thereto, shall govern the MOU including the arbitral proceedings. The competent Courts at Hyderabad in the State of Telangana - India shall have sole jurisdiction. All questions, disputes, differences arising under, out of or in connection with this MOU shall be to the exclusive jurisdiction of Hyderabad courts in the State of Telangana.

For

ACD Communications  
Hyderabad

*Aditi Lakshmi B*

By *BAL* B. ADI LAKSHMI

Name: ~~Miss B. Adhi Lakshmi~~ 19/08/2022

Managing Director



Witness:

*K. Bhramaramba*  
(Smt. K. Bhramaramba) 19/8/22

Technical Advisor



For

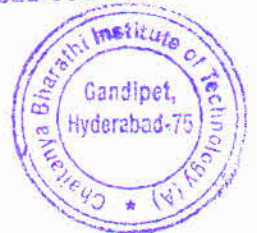
Chaitanya Bharathi Institute of  
Technology Hyderabad

*P. Ravinder Reddy*  
By 19/8/2022

Name Dr. P. Ravinder Reddy

Principal

Principal  
Chaitanya Bharathi Institute of Technology  
(Autonomous)  
Gandipet, Hyderabad-500 075.



Witness:

*A.D. Sarma*  
Director - Research & Development  
(Dr. A.D. Sarma) 19/8/22  
R&E Hub, CBIT(A)  
Gandipet, Hyderabad-500075

Director R&D

*Dr. D. Krishna Reddy*  
(Dr. D. Krishna Reddy) 19/08/2022

Head Department of ECE

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DEPARTMENT OF ECE  
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