

CONSULTANCY POLICY



CMR INSTITUTE OF TECHNOLOGY

(UGC - Autonomous)

Approved by AICTE, Permanently Affiliated to JNTUH, Accredited by NBA and NAAC with A Grade

Kandlakoya(V), Medchal District, Hyderabad-501 401, Telangana State

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CONSULTANCY POLICY

Introduction

IIE Cell and R&D Cell of CMRIT provide opportunity for quality innovative/novel research solutions/contributions with the involvement of staff/students to address the societal issues through professional consultancy activities. The R&D cell formulates the policies to ensure transparency among CMRITIANs involved in research & consultancy services and each individual should follow the rules and regulations pertinent to research & consultancy policy. The consultancy policy includes all disciplines of engineering, humanities & basic sciences. Staff is permitted to collaborate with industry and academia with national/international organizations to explore opportunities, establish infrastructure labs and conduct research in multidisciplinary area.

The objectives of R & D cell towards consultancy are listed below.

1. Undertake consultancy services and encourage staff/students towards social-innovations.
2. Protect the innovations of students/staff through IPRs & MOUs and promote technology transfer.
3. Generate revenue from private/government organizations through research/consultancy activities.
4. Provide scope for students/staff to work on emerging technologies in association with industry.
5. Establishment of manufacturing/design/process labs in collaboration with industry.
6. Encourage knowledge/know-how sharing and staff/student exchange programmes.

Vision: To facilitate innovative and multi-disciplinary research in collaboration with industry to meet global needs by involving the all stakeholders.

Mission: Develop an eco-system for R&D activities through effective contributions of the staff and students to actuate industry relevant innovative projects, prepare the research proposals, apply for funding agencies, publish papers, patents that leads to entrepreneurship and startups.

Composition of Research Cell

S. No.	Category	Status
1	Head of the Institution	Chairman
2	One representative from GB	Invitee
3	All HODs and Deans	Member
4	One professor from each department	Member
5	One representative from industry nominated by GB	Member
6	R&D coordinator nominated by GB	Member Secretary
7	One student from each department nominated by respective HOD	Member
8	One entrepreneur alumni (Optional)	Member

Frequency of Meeting: The committee shall meet atleast four times a year or as and when required. The member secretary in consultation with the chairman prepares and circulates the agenda of the meeting well in advance. The member secretary maintains the minutes of the meeting and action taken report.

Quorum: Two-third members constitute the quorum. If there is no quorum for the meeting convened up to half an hour, then the meeting shall stand adjourned to the next convenient day.

Term: The tenure of the members shall be three years.

Consultancy Policy

The following are the guidelines for research/non-research consultancies:

- a. The consultancy services should create demonstrable/tangible benefits to the institute and provide an opportunity to staff/students in improvement of technical/professional skills and gain expertise in domain specific areas.
- b. The consultancy policy should abide with institutes policies including those governing employment such as maintaining the standards and quality of work.
- c. The consultancy should be in corollary with institute's primary functions/objectives/reputation.
- d. The consultancies are required to include the overheads in the project budgets at minimum as per the rules and nature of work undertaken.
- e. Staff members can undertake external research activities with formal MOU if they are on employee list. In case if the faculty is on long leave without pay then they can accept the consultancy without R&D cell/Director consent and are not permitted to use the institute's affiliation.

Research Consultancy

Staff member is permitted to associate or negotiate with other university/institutes to provide research skills or expertise in return for remuneration from external funding agency.

Non-research Consultancy

Non-research consultancies may be accepted which include non-research activities performed under contract for a third party. Non-research consultancy would include the provision of professional services to external agencies for a fee. This consultancy can also facilitate laboratory infrastructure or provision of testing the materials, devices or products, analysis of data or market surveys. The revenue sharing would be as per the norms and use of infrastructure/services.

Private Consultancy

In principle any staff member can undertake private consultancies with prior approval of R&D cell/Director. The staff involved in consultancies should ensure/assure that the routine academic assignments are not affected. It is the sole responsibility of staff members undertaking private consultancies for the execution of work. The following conditions are applicable for individual private consultancies:

- a. To accomplish the tasks associated with private consultancy, individual shall in no case affect the regular duties assigned by the institute/department.
- b. The use of institute letterheads, brands and institute intellectual property is strictly prohibited in private consultancies.
- c. Usage of the institutional infrastructure should be clearly approved by the R&D cell/Director and overhead charges should be paid accordingly to the institute. In case if no infrastructure is used for the consultancy revenue sharing will be as per norms.
- d. The consultancy that uses the skills of staff members is also permitted but on approval by R&D cell/Director and should not be on commercial basis & interfere with the regular activities/tasks.
- e. The staff member declares any real or potential conflict of interest to their R&D-cell/HOD/HOI.
- f. Any other issues in interpretation of any of the terms and conditions of the policy the Directors decision is final and there will be no appeal and third party arbitration.

Staff entitlements

The institute allows staff to engage in research, non-research and/or private consultancies provided they do not affect the regular duties. Consultancies shall be taken-up only on approval of the R&D cell/Director. No limit is placed on earnings, but there is a time restriction on consultancy work.

- a. Academic staff may spend one day per week on approved consultancies, with a maximum of 48 days per year. Variations to this time commitment require the approval by the Dean of R&D cell/Director. A lesser time commitment may be approved when the proposed consultancy interferes with the discharge of responsibilities.
- b. Consultancy work may be accepted and implemented within the constraints without affecting the regular academic, research activities at institute/department.
- c. The services of permanent faculty may be utilized on prior approval and without affecting the primary functions and responsibilities in the institute.
- d. Students willing to work may be permitted without affecting academic commitments and their services are to be compensated by suitable honorarium.
- e. Local travel related to consultancy work will be undertaken with the consent of HOD/Director.
- f. Outstation travels for consultancy assignments should be obtain approval from HOD/Director atleast two working days ahead of travel schedule.
- g. When the institute receives any consultancy directly then the work is assigned to specific individual or group of individuals as identified by the R&D cell/Director.
- h. In case client prefers the services of a particular consultant, the identified person services are made available for the client to fulfill the requirements.
- i. All consultancy proposals are subject to review by R&D cell/Director in terms of its cost/scope.
- j. All consultancies accepted must be approved by R&D cell/Director and intimated to all HODs.
- k. In emergencies individual is permitted to accept the task and then intimate the details to the R&D cell/Director for approval.
- l. Once the consultancy charges are finalized/approved will not be altered. In case of any changes in scope of work, then the charges are altered/revised accordingly and intimated to client.
- m. The consultant should be aware of IPR that are applicable in the execution of the projects.
- n. Support from external/third party consultant in the execution of work is encouraged on prior approval and they are entitled to a lump sum fee. However in no case the fee paid should not exceed 30% of the total project cost.

Project category and Sharing of fees

Sharing of fee for consultancy and related services offered are as per the following categories.

Category I: Complete use of infrastructure for projects completion – This type of projects use major infrastructure available in the college and based on use, the fund is shared equally by the institute and the consulting faculty.

Category II: Partial use of infrastructure for project completion – this type of projects uses limited institutes resources and accordingly the incentive is paid to institute by the consultant.

Category III: No resources of institute are used - this type of projects does not require institute resources. The consultant needs to pay the minimal amount as incentive for permitting the consultant to avail the benefit of flexibility in rendering the services to institute.

Category	Activity	Remuneration sharing
I	Complete use of institution's resources	50:50 (Institute : Consulting Faculty)
II	Partial use of institution's infrastructure	30:70 (Institute : Consulting Faculty)
III	Without use of institutional infrastructure	10:90 (Institute : Consulting Faculty)

Conflict of Interest

Engagement in consultancies must not create a conflict of interest, perceived or actual. Any conflict of interest, actual or perceived must be reported to R&D cell/Director for resolution. A conflict of interest may arise where an employee engages in consultancies at the expense of the institute's interests or the interests of other employees or students. An example of a potential conflict of interest includes, but is not limited to:

- a. Financial or non-financial interests.
- b. Teaching or course work for another institution.
- c. Work performed for a supplier of goods or services to the university; or
- d. Work undertaken with an organization to which the Institute supplies goods or services.

Consultancies with other Institutions

Full-time members of the institute staff should not accept regular consultancies with other institutions without obtaining the prior permission of the R&D cell/Director.

Intellectual Property

Any intellectual property arising from any research and non-research consultancies will be governed by the intellectual property policy of CMRIT.



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APPLICATION FOR CONSULTANCY SEED MONEY

PART – A: FACULTY DETAILS

1	Principal Investigator Details									
	Name									
	Date of Birth		Gender		M / F / T		Mobile			
	Educational Qualifications									
	Designation						Department			
	Teaching/Research Exp. (in yrs)		UG/PG		R&D		Industry		Total	
	No of Papers/Books Published		Papers		Citations		Books			
2	Co-Principal Investigator Details									
	Name									
	Date of Birth		Gender		M / F / T		Designation			
						Department				

PART – B: PROPOSED CONSULTANCY DETAILS

1	Title of the Consultancy										
2	Area of Specialization										
3	Consultancy type	Basic Research/Applied Research/Developmental/Demonstration/Others									
4	Tentative time period	From (Date)					To (Date)				Max 3yrs
5	Brief Introduction (Attach a separate sheet if required)										
6	Significance and Scope of the Study										
7	Consultancy Objectives (Maximum of 2-3 Objectives Only)										
a.											
b.											
c.											
8	Consultancy Outcomes (Maximum of 2-3 Outcomes Only)										
a.											
b.											
c.											
9	Proposed Methodology and plagiarism report (Attach a separate sheet)										
10	Revenue generated from the consultancy	Rs.									
11	Infrastructure Required (Consultant/CMRIT end)										
12	New facilities/minor equipment/Consumables/Travels/Others to be provided by consulting organization										
	S.No.	Items	Required						Amount Rs.		
	a	Minor Equipment/Software/R&D									
	b	Consumables									
	c	Training/Travel support									
	d	Others /Contingency									
13	Seed money expected from the R&D Cell, CMRIT										

DECLARATION

Certified that the above details of Consultancy Proposal are correct and genuine to the best of my knowledge. I abide by the rules and other conditions prescribed by both CMRIT and consulting organization.

Date		Name of the Investigator		Signature	
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Recommendations of HOD					
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Date		Name of the HOD		Signature	
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Note: Enclose a detailed report on proposed consultancy and latest resume of Principal Investigator



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EVALUATION & RECOMMENDATION OF CONSULTANCY PROPOSAL

PART – A: INVESTIGATORS AND PROPOSAL DETAILS

1	Name of the Principal Investigator		
2	Name of the Co-Principal Investigator		
3	Name of the Department		
4	Title of the Consultancy		
5	Revenue generated from the consultancy	Rs.	
	Infrastructure Required (Consultant/CMRIT end)		
New facilities/minor equipment/Consumables/Travels/Others to be provided by consulting organization			
	S.No.	Particulars	Required
	a	Minor Equipment/Software/R&D	
	b	Consumables	
	c	Training/Travel support	
	d	Others /Contingency	
	Total		
6	Seed money expected from the R&D Cell, CMRIT		

RECOMMENDATIONS OF THE EVALUATION COMMITTEE

The following are recommended after through verification of the Consultancy Proposals and requirement of Consultancy.

Recommended/Revision-suggested/Not-Recommended/others(Specify)

Remarks	

Name of the Expert Member - I		Signature with Date	
Name of the Expert Member - II		Signature with Date	

SANCTIONING AUTHORITY

Dean, R&D		Signature with Date	
Principal/Director		Signature with Date	
Secretary & Correspondent		Signature with Date	

ACCOUNTS DEPARTMENT

Paid through Cheque No		Date	
Accounts Officer		Signature with Date	

Note: To be submitted in triplicate



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APPROVED ORDER FOR CONSULTANCY PROPOSAL

1	File No.			
2	Name of the Principal Investigator			
3	Name of the Co-Principal Investigator			
4	Name of the Department			
5	Title of the Consultancy Proposal			
6	Application Dated			
7	Evaluation Committee Recommendations dated			
8	Sanctioned Amount for the Consultancy	Rs.		
9	Cheque No.		Date	
10	Name of the Bank and Branch			

Terms and Conditions

- The above said amount will be provided to implement the said consultancy proposal during the year 20__ - __ and the amount should be used only for procurement/purchase of components and other items and shall not be used towards travelling expenses and other unproductive expenses.
- The R&D Cell will have the right to review the research work at any time according to its convenience.
- Poor performance/progress may cause for termination of the consultancy proposal and recovery of funds at any time in case if released.
- Though seed money is released to the principal investigator, all the staff involved in research proposal is responsible for accounting of seed money.
- In case consultancy is fruitful and sponsored by any government/private agency, the investigator has to execute an MOU with the CMRIT regarding terms and conditions of reference to execute the project and revenue sharing.

Name of the Sanctioning Authority

Designation

Signature

Date

Copy to

- Secretary & Correspondent for information
- HODs
- IQAC
- R&D Cell
- Accounts officer
- Investigator(s)/Project officer



Memorandum of Understanding

This Memorandum of Understanding is made at **CMR Institute of Technology** on ____ Day ____th of _____, 2021.

BETWEEN

M/S. _____ having its Registered Office at _____ Represented by Mr./Ms. _____, S/o: _____ Aged ____ Years (which term shall so far as the context admits be deemed to mean and include its successors, administrators, executors and assignees) of the First Part.

AND

M/S. CMR Institute of Technology (CMRIT) approved by AICTE, UGC Autonomous, NAAC 'A' Grade, NBA Accredited and JNTUH Permanently Affiliated organisation having its registered office at, Kandlakoya (V), Medchal Dist., Hyderabad, Telangana – 501401, India Hereinafter referred to as "CMRIT" (which term shall so far as the context admits be deemed to mean and include its successors and assigns) Represented by Prof. Dr. M. Janga Reddy, S/o. _____, Director, CMRIT of Resident of Plot No 135, Srinivasa Nagar Colony, Kapra, Hyderabad – 500 062 with a vision of 'create global technocrats for societal needs' is the Second Part.

WHEREAS:

1. XXXX is a R&D/Consultancy/Academic/Industry/Public Sector/Education & Training Partner having several MOUs with professional association with various Corporate/Industrial Houses/ PSUs/R&D Organisations/Premier Academic Institutions of national & international repute for providing necessary Professional/Technical/R&D/Academic/Social/Industrial Training & Services to the faculty/students/staff in the field of Academic/Industrial R&D, Academic/Administrative Training, Resources, Products and Services as part of the activity under this MOU.
2. CMR Institute of Technology an UGC autonomous Engineering Educational institution affiliated to JNTUH, Hyderabad. The College offers various Graduate and Post Graduate Courses in engineering/technology and management to provide professional technical education services to rural poor followed by social and rural empowerment.
3. CMR Institute of Technology is willing to enter into a Memorandum of Understanding (MOU). The purpose of this MOU is to provide _____ programmes to students, staff, stakeholders in addition to strengthen & empower its R&D/Incubation/Innovation/Entrepreneurship/Centres of Excellence/Professional-Consultancy-Services/Academic Excellence with the knowledge, skills, infrastructure and resources of M/s. XXXXX for the benefit of global societal needs, requirements and interests in the pace of human race by the entry of artificial intelligence applications in all field of human/technology endeavours.

Now it is hereby agreed by and between the parties hereto as under:

1. Purpose and Scope :

- a) This MOU hereby enables the students, staff, stakeholders, academic/administrative units, Innovation & Incubation Cell, R&D Cell, Centres of Excellence of CMRIT to enhance their professional, academic and technical services; Sponsored R&D and Consultancy Services efficiency; increase number of Publications; Patents and IPRs; Innovations towards incubation of more number of start-ups; professional & career development opportunities; use of local resources & technologies to immediate societal betterment and improvement of quality of standards of living of stakeholders.
- b) XXXXXX to provide _____ Programme(s), R&D Activities, Consultancy Tips, Professional Services, Innovation & Incubation possibilities, assistance in start-ups, DPR Preparation, Funding/VCF services, and IPR filing & commercialisation to students, staff, stakeholders and administrative heads in various departments.

- c) Each service/Programme in principle is at no cost it is just intelligence/infrastructure sharing only. However, wherever financial commitments arises out of a specific performance or activity or services either own or third party in nature shall be invoiced/billed accordingly on mutually agreed basis and paid according by both the parties after through verification within stipulated period and vice versa.

2. Payments & Fees:

The fee structure, payment module, duration of the programme, products/services (tangible/ intangible) and schedules will be decided on case to case basis for all services offered under this MOU.

3. Period of MOU:

This MoU shall come into effect from _____ and shall remain in effect up to _____, for a period of ____ years, unless terminated earlier by either of the parties. Any amendment to this MoU is in pursuant to mutually agreed revisions of the terms, by both the parties and shall be in writing. However, if the same is not agreed to renew this agreement it is deemed to be terminated on the expiry of the said duration period.

4. Roles &Responsibilities of the CMRIT:

- a. Responsible to nominate/provide/allocate/allot persons/resources infrastructure facilities and to coordinate the activities of the first part in the institution or at any place as agreed by both the parties. The persons so appointed would act as the single point of contact for the proposed initiative.
- b. Share the details of the students, faculty, stakeholders, administrative heads/cells who are willing to take an active part in the aforesaid programmes.
- c. Authorise XXXXXX to share the above information in their website in public domain with the specific details of students, staff, stakeholders, departments, cells and winds as per requirements of SRAs/Accrediting/Affiliating bodies and respond accordingly in public manner about the type of initiatives made and efforts put in all possible manner to achieve the objective of this MOU and answer queries of third party verification with prior intimation to the part two of this agreement.
- d. Ensure Publicity necessary mandatory disclosures of the programme and disseminate to different stakeholders.
- e. Encourage the student, staff, administrators and other stakeholders to actively register and participate in various programs under this flagship.
- f. Provide necessary infrastructure support.
- g. Facilitate to conduct participant assessments any external agency identified by both the parties and provide tips to succeed in career path of individuals and glory of the part two.
- h. Coordinate with XXXXXX

5. Roles &Responsibilities of XXXX:

- a. Responsible to provide access to employability enhancement programmes, innovations, exhibitions, technical contests, consultancies, R&D Initiatives, Incubations, Start-ups, filing of IPRs and incorporation of enterprises and relevant professional technical/academic/ administrative services through blend of industry-academic symbiosis to bridge the gaps between curriculum to that of industry state of the art practices.
- b. Arrange for assessment of its own or third party assessment as required for better appreciation tangible resources/intangible outcomes of this MOU.

6. Following are the other terms and conditions of MOU:

- a. The candidates enrolled for any programme under this MOU should complete the task till the end unless & otherwise discarded by either the party.
- b. The students, staff, administrative heads and stakeholders should register online through their official login provided by CMRIT/XXX as the case may be for assessments deemed to be necessary/required

for achievement of stated objectives at the time of enrollment regarding performance of individual towards e.g. publication, patent publication, design & development of models/prototype, commercialization of product/service startup, patent filing, experimentation, training, incorporation, DPR preparation, service quality, tangible/intangible deliverables.

- c. Program coordinator/in-charge for each measurable task/activity should provided by heads of the departments of and to be approved and appointed by The Director, CMRIT in all cases.
- d. The Dean R&D and The Dean Academic shall monitor participant attendance and performance-progress and submit a formal report on tangible outcomes of participants and the recommendation in case of underperformance reported as required for smooth & efficient conduct of the program.
- e. The College shall not write/publish any material or use any logos/names of in any of the publications without prior written consent and approval from other party XXXXX.

7. Certification:

E-Certificates shall be awarded by XXXXXX to those participants who successfully completed the training and post training assessment cum evaluation.

8. Limitations and Warranties:

Both parties agree that it would be their endeavour to prevent any liability arising out of default or non-compliance of the MOU terms by the other party.

9. Termination:

- a. Both parties can terminate the MOU with a prior written thirty days notice on default of terms and conditions by either party.
- b. This MOU also stands terminated in case of any default which cannot be rectified.
- c. Both parties also agree that it would be their professional endeavour that despite any termination of the MOU, progress would continue, without any prejudice to the ongoing Academic/Professional/Career/R&D/Consultancy development programs, tasks, activities, training, intellectual products and services, which would be without any hindrance and would be progressed for completion.

10. Entirety & Amendment:

This MOU contains the entire understanding between the parties in relation to any program/task/training/consultancy/innovation/incubation/prototype/R&D/publication/patent/commercialization/ DPR/ Incorporation of start-up/Secretarial/Managerial Services. If during the operation of the MOU, circumstances may rise which call for alteration/modification to this MOU, such alteration/ modification shall be mutually discussed and agreed upon in writing. Such changes will be formalized in writing as an 'addendum' to this MOU. Any changes/amendments to this MOU not in conformance to this section shall be deemed to be *void-ab-initio*.

11. Intellectual Proprietary Rights:

All intellectual or proprietary property and information, supplied or developed by either the parties shall be and remain the sole and exclusive property of the party who supplied or developed the same. Upon written request of termination of this MOU the party's IPRs related to this MOU shall be summarily returned to the counter party.

12. Confidential Information:

- a. Both the parties under take to each other to keep confidential all information (written/oral) concerning to the business and affairs, which has been obtained or received during the course(s) of performance hereunder, save that which is inconsequential or obvious.
- b. It is agreed that both parties shall receive and share information without any breach to this confidentiality clause.

- c. In the event of any of the parties becoming legally compelled to disclose any confidential information, such party shall give sufficient notice to the other party so as to enable the other party to seek a timely protective order or any other appropriate relief. If such an order or other relief cannot be obtained, the party being required to make such a disclosure shall make the disclosure of the 'Confidential Information' only to the extent that is legally required of it and no further.
- d. Both parties agree not to deal directly or enter into any business agreement with any of the partners or associates or customers of either party during the term of the agreement and also after the agreement have been terminated, not earlier than two years from the date of termination.

13. Force Majeure:

- a. Neither party to this MOU shall be liable for any failure or delay on its part in performing any of its obligations under this MOU, if such failure or delay shall be result of or arising out of Force Majeure conditions and, provided that the party claiming Force Majeure shall use its best efforts to avoid or remove such cause of non-performance and shall fulfil and continue performance hereunder with the utmost dispatch whenever and to the extent such cause or causes are removed.
- b. Any extraordinary event, which cannot be controlled by both the parties, shall for the purpose of this MOU be considered as a Force Majeure event. Such events include acts of god, acts or omissions of any government or agency thereof, compliance with rules, regulations or order of any government authority. Provided however, if either party claims that existence of any of the aforesaid conditions is delaying or disabling the performance by said party of its obligations under this MOU, such party shall give immediate notice to the other party of the existence of such conditions whose existence are claimed to delay or disable the performance of obligations as aforesaid.

14. Jurisdiction and Arbitration:

- a. In the event of any dispute or difference between the parties hereto, the courts in Hyderabad alone shall have exclusive jurisdiction to try any matter arising between the parties here-to and accordingly both the parties shall submit to the exclusive jurisdiction of courts in Hyderabad, Telangana, India.
- b. Any dispute arising out of, in relation to or in respect to this MOU shall be settled through mutual consultation and agreement, by the parties to this MOU. In case a settlement is not arrived at within fifteen days of reference, the dispute/s shall be referred to a sole arbitrator appointed by The Director, CMRIT with consent of counter party in accordance to the Arbitration and Conciliation Act, 1996 as amended from time to time. The place of arbitration shall be Hyderabad, Telangana, India.
IN WITNESS WHEREOF, the Parties hereto have to duly executed this Agreement as on the day, month and year first herein above written

15. Language and Translation Clause:

This agreement is prepared in the 'English' language only unless and otherwise specified by the Parties to MOU, in such case two originals prepared in duplicate One in English and the other in requested language too and kept with both copies with both parties of the agreement. However, if there is any discrepancy between the two versions, the English language version shall prevail.

For XXXXX

For CMR Institute of Technology

(Authorized Signatory)

Name: _____

Designation: _____

Place: Hyderabad

Date: _____

Seal:

(Authorized Signatory)

Name: Prof. Dr. M. Janga Reddy

Designation: Director

Place: Hyderabad

Date: _____

Seal:

CONSULTANCY AGREEMENT

THIS AGREEMENT made this _____ day of _____ 20____ between _____ a firm/company registered under relevant act having its Registered Office at _____, represented by Mr./Ms. _____ Designation _____ Aged _____ R/o _____ which expression, shall unless it be repugnant to the context or meaning thereof, mean and include its successors and assigns (hereinafter referred to as 'the Firm/company') the PART ONE

AND

Mr./Ms. _____, Designation: _____, Aged _____ Years an authorized representative residing at _____ or firm/company having its registered office at _____ which expression shall unless it be repugnant to the context or meaning thereof mean and include his/her/its heirs, administrators and legal representatives (hereinafter referred to as 'the consultant') the PART TWO OR OTHER PART:

WHEREAS the firm/company is engaged in the business of _____ and is carrying on its activities in India; AND WHEREAS the firm/company, as part of its business, has decided to seek consultancy in the area of _____.

AND WHEREAS the firm/company requires the professional expertise and services of a person who is working in department of CSE/ECE/ME/CE/CSE(DS)/CSE(AI&ML)/H&S/MBA of CMRIT, Kandlakoya, Hyderabad-501401, Medchal-Malkajgiri, Telangana State, India, having the required professional experience & specialist knowledge in the field of _____ to provide assistance to the firm/company during the period from _____ to _____, on in principle approval from the affiliating institution/organisation i.e., CMRIT.

AND WHEREAS the consultant has the requisite professional expertise, specialist knowledge and experience in the relevant field (_____) and has offered his/her/its services to the firm/company on a principal to principal basis;

Now it is hereby agreed by and between the parties hereto as follows:

1. Appointment

- 1.1. The firm/company hereby appoints the consultant to render consultancy services and the consultant hereby accepts the same upon the terms and conditions hereinafter set forth.
- 1.2. The services will be rendered by the consultant to the firm/company in the field of _____ under the department of CSE/ECE/ME/CE/CSE (DS)/CSE (AI&ML)/H&S/MBA of CMRIT in accordance with the directions and requirements of the firm/company.
- 1.3. The consultant shall devote the attention and energy to render the services under this agreement in accordance with the directions of the firm/company.

2. Term

The services to be provided under this agreement shall be for a period of _____ months commencing with effect from _____ and shall continued to be in force upto _____ unless and otherwise terminated by either the party as per clause No. 5 hereunder.

3. Consultant's services, duties and obligations (hereby referred as 'services')

- 3.1 'Services' shall mean the obligations, duties and services to be provided by the consultant (or consultant team) under this agreement as described in an attached 'Statement of Work' in Annexure-A which is attached hereto and made part of this agreement.
- 3.2 The consultant will perform the 'services' in accordance with the procedures described in the 'Statement of Work', in a timely and professional manner, consistent with industry standards, at a location, place and time that the consultant deems appropriate, and all in accordance with the 'Statement of Work' and this 'Agreement'. The manner and means the consultant chooses to perform the services are in the consultant's sole discretion and control. In providing the services, the consultant agrees to provide the institutional resources/infrastructure/equipment/tools/materials available with CMRIT on chargeable basis.
- 3.3 The consultant, in consultation with the firm/company, will determine the method, details and means of performing the work to be carried out for the consulting firm/company (part one of the agreement). In addition, the firm/company shall be entitled to exercise a broad general power of supervision and control over the results of the work to be performed by the consultant & team, so as to execute work to the satisfaction of consulting organisation. This power of supervision shall include the right to inspect, stop work, make suggestions and/or recommendations to the details of the work and request modifications to the 'Statement of Work'. Modifications to the scope of the 'Statement of Work' by the firm/company resulting in additional services by the consultant shall be compensated/ reimbursed accordingly.

4. Fees/Expenses

- 4.1 In consideration of the services to be rendered, the consultant shall receive consultation fees of Rs._____/ - (Rupees _____ only) per month/quarterly/half-yearly/annually for the term of the agreement from _____ to _____. The firm/company will also reimburse the consultant reasonable out of pocket expenses for travel, boarding, lodging, communication etc. incurred for carrying on the services specifies in this agreement, upon submission of claims in accordance with the firm/company's standard policies.
- 4.2 All payments shall be subject to TDS and relevant form under IT Act would be issued time to time and if any exemptions claimed either by the institution or consultant it is necessary to give required declarations to this affect. It is further noticed that any other taxes under any other law would be deducted from consulting fees without any further notice and the same can be claimed as exemption on issue of relevant forms under relevant laws. Consultant and consultant organisation must provide their PAN/TAN/GSTN etc.
- 4.3 The firm/company shall make payments to the consultant or under the instruction of consultant organization (referred as affiliation in part two) within _____ days from the end of each month/quarter/half-yearly/annually or as agreed by both parties by cheque or direct ECS credit through NEFT/RTGS to consultant/consultant-organization's bank account.

5. Termination

- 5.1 Either party shall have the right to terminate this agreement by giving written notice of termination to the other by registered post on the address given hereinabove. The agreement shall terminate on the _____th day after such notice of termination.
- 5.2 The consultant shall return all documents including papers, memoranda, notes, programmes, data and all copies thereof including any electronic records containing any business/technical information disclosed to the consultant by the firm/company or in any manner procured, received by the consultant during the consultancy period with the firm/company.
- 5.3 Upon the termination of this agreement for any reason whatsoever the amounts due and payable to the consultant shall be paid within _____days from the date of termination of this agreement.

6. Confidentiality

The consultant shall keep all information confidential which was provided by the firm/company except only such information which is already known to the public in general and that consultant shall not release/use/disclose the same except with the prior written permission from the firm/company or if required by law or an order from the court of wards. However, the consultant will be entitled to divulge the information to those who are directly concerned or as may be necessary in order to obtain certain information as part of the duty, responsibility and obligation.

7. Relationship between the Firm/Company and the Consultant

The consultant is an independent service provider and is not an agent or employee of the firm/company and is not authorized to act on behalf of the firm/company. While the firm/company is entitled to provide the consultant with general guidance to assist the consultant in competing the services to the firm/company’s satisfaction, nevertheless the consultant is ultimately responsible for direction and control the performance of the task comprising the ‘Statement of Work’ along with the team members and organisation affiliated, in accordance with the terms and conditions of this agreement. However, there will be a separate agreement between consultant & consultant team regarding revenue sharing of consultancy and charges for infrastructure facilities and consumables provided.

8. Dispute/Resolutions

Any disputes differences and controversies which arise in the interpretation of this agreement shall be settled by arbitration in accordance with the rules of conciliation and arbitration boards of India. The place of arbitration shall be Hyderabad, India and conducted in English. However, the arbitrator will be identified & appointed by the consultant organisation only.

9. Jurisdiction and applicable Law

This agreement and any services rendered hereunder are subject to all the applicable laws and regulations of India and the rights and obligations of the parties hereto under or in connection with this agreement shall be determined in accordance with the laws of India.

IN WITNESS WHEREOF the respective parties have caused this instrument to be executed in duplicate, each of which shall be considered as original.

**Name & Designation of
R/O for (Name of Firm/Company)**

**Name & Designation
Consultant _____, Dept., CMRIT
Name & Designation of R/O _____ CMRIT**

Witnesses: (Signature, Name, Father’s name and Address)

1 _____

2 _____

Dated: _____ day of May ____ of the Year 20__



AGREEMENT BETWEEN PROF. DR. _____ AND
CMR INSTITUTE OF TECHNOLOGY

FIRST PART, Represented	SECOND PART, Represented by
Dr./Mr./Ms. _____, Aged ____ Years Professor, Department of CSE/ECE/CE/ME/H&S/ MBA, CMRIT, Kandlakoya, Medchal Dist., Telangana-501401, India and R/o: _____	Prof. Dr. M. Janga Reddy, Aged ____ Years Director, CMRIT, Kandlakoya, Medchal Dist., Telangana-501401, India and R/o Srinivasa Nagar Colony, Behind Vertex Pearl Home, ECIL- Telangana-500000, India.
PAN: _____ Cell No: _____ Email: _____	PAN: _____ Cell No: _____ Email: _____

This Memorandum of Understanding Cum Agreement between Dr./Mr./Mrs. _____
S/o / D/o: _____ faculty member representing department ____ of CMRIT and CMRIT
represented by Prof. Dr. M. Janga Reddy, S/o Late M. Anji Reddy Director with regards
to _____ (specify the activity from the following detailed list otherwise
clearly write in your own words about the activity to be) taken up by the faculty member in association
with CMRIT & its Infrastructure and Resources.

Innovation/Incubation/R&D Project Proposals/Publication-Training/Seed-Funding/R&D Training/
Consultancy/Entrepreneurship-Startup/ Personality-Development/Value Added/Certification Courses/
Training Programmes to Stakeholders/Apply AICTEAQIS/MHRD/SERB/DST Schemes/Guest /Expert
Lecture/Workshops/Conferences/FDPs/Seminars/Webinars/Symposiums/Contests/ Prototype/ Design/
Process Development/IPR Filing/ Patent Development & Commercialization/DPR Preparation/
Technical Studies/Field Surveys/Faculty-Mentoring/Management Development Programmes/Student-
Projects/Student Paper Publications/Industrial-Visits/Faculty/ Students/ Infrastructure Exchange
Programmes/_____.

Now this agreement hereby witnesses:

Part one is a faculty member i.e. Dr/Mr/Ms _____ having enough proficiency to
undertake the above referred activity in association with department and institute resources. The brief
profile, objectives, purpose and outcome of the proposed activity (not more than 50 words)
(Faculty, which term shall so far as the context admits be deemed to mean and include its successors,
administrators, executors and assignees) of the First Part.

Part two is M/s. CMR Institute of Technology(CMRIT) an UGC Autonomous Institute, approved by
AICTE, Permanently Affiliated to JNTUH, Hyderabad and Accredited by NAAC 'A' Grade, NBA
Accredited organisation having its registered office at, Kandlakoya (v), Medchal Dist., Hyderabad,
Telangana – 501401, Represented by Dr/Mr./Ms. _____,
S/o: _____ Aged ____ Years R/o of Srinivasa Nagar Colony, Kapra, Hyderabad, India
Hereinafter referred to as "CMRIT" (which term shall so far as the context admits be deemed to mean
and include its successors and assigns).

Brief Profile of the institution along with its vision, mission, quality policy, and credentials (not more
than 50 words).

WHEREAS:

1. CMRIT is a Private Academic/Professional/Technical Institution providing various services in the
areas of R&D/Consultancy/Academic/Industry/Public Sector/ Education & Training Partner having
several MOUs with professional association with various Corporate/Industrial Houses/PSUs/R&D
Organisations/Premier Academic Institutions of national & international repute for providing
necessary Professional/Technical/R&D/Academic/Social/Industrial Training & Services to the

faculty/students/staff/stakeholders in the field of Academic/Industrial R&D, Academic/Administrative Training, Resources, Products and Services as part of the activity under this MOU.

2. CMR Institute of Technology offers various Graduate and Post Graduate Courses in engineering, technology and management to provide professional technical education services to rural poor followed by social and rural empowerment.
3. CMR Institute of Technology is willing to accept the proposal of part one of this agreement cum Memorandum of Understanding (MOU) and enter into _____ activity proposed by the faculty member subject to terms and condition laid down at latter part of this agreement with regards to IPR/R&D/Consultancy/Patents/ Professional/Expert-Academic-Services.
4. The purpose of this MOU is to provide _____ programmes to students, staff, stakeholders in addition to strengthen & empower department level R&D, Incubation, Innovations, Centres of Excellence, Professional-Industrial-Consultancy-Services, Use of ICT & Modern Pedagogy, Development LMS, Institutional Depositories/Repositories & Digital Resources, Academic Excellence with the knowledge, skills, infrastructure and resources of Prof./Dr./Mr./Ms. _____ of Department of ECE/CSE/ME/CE/SH/MBA and should supplement inter & multidisciplinary academic & administrative flavour of CMRIT for the benefit of global societal needs, requirements and interests in the pace of human race. All the efforts of faculty and department should tend towards applications of Artificial Intelligence, Data Science, Machine-Learning, IOT and Cloud computing in all fields of human/technology endeavours.

Now both parties to this Agreement cum MOU are hereby agreed as under:

1. Purpose and Scope :

- a) This MOU hereby enables the students, staff, stakeholders, academic/administrative units, Innovation & Incubation Cell, R&D Cell, Centres of Excellence of CMRIT to enhance their professional, academic and technical services; Sponsored R&D and Consultancy Services efficiency; increase number of publications; Patents and IPRs; Innovations towards incubation of more number of start-ups; professional & career development opportunities; use of local resources & technologies to immediate societal betterment and improvement of quality of standards of living of stakeholders.
- b) Dr./Mr./Ms. _____ to provide _____ Programme(s), R&D Activities, Consultancy Tips, Professional Services, Innovation & Incubation possibilities, assistance in start-ups, DPR Preparation, Funding/VCF services, and IPR filing & commercialisation to students, staff, stakeholders and administrative heads in various departments of CMRIT in light of the purpose of the agreement and in corollary with vision, mission, quality policy and brand image of institution.
 - Each service/programme in principle is at no cost and is only intelligence sharing. However, wherever financial commitments arises out of a specific performance or activity or services either own or third party in nature shall be invoiced/billed accordingly by part one of this agreement on mutually agreed/sharing basis and paid according by both the parties after through verification within stipulated period and vice versa. In case if part one seeks any third party resources from external agencies the same should be intimated/informed well in advance. Only after proper approval from The Director, CMRIT the consultant/faculty can deploy resources of third party contractor in CMRIT campus and extend the institute infrastructure/ resources/products/services including student services. In such resource sharing, CMRIT invoice the same thing to the third-party and it is the sole responsibility of part one of the contracts to realise all dues otherwise the same will be adjusted against emoluments of the faculty member at a stretch or in instalment basis at the discretion of the Director CMRIT.
 - Similarly, if any third party services rendered by the faculty/consultant on behalf of institute or his/her own, the same should be brought into the notice for the purpose of issuance of necessary GST/IT forms as applicable to both consulting-faculty and to third party services extended by the institution. All rights are reserved with CMRIT for both TCS/TDS.

- Any revenue generated out of this agreement first come into the accounts of CMRIT later against a declaration by the faculty-consultant to the satisfaction of accounts department will be released within 30 days after realisation of the contents of the instrument.
- Further it is the sole responsibility of faculty-consultant to take care of cash-flows, maintenance of assets, upkeep of books of accounts, documentary evidences and relevant files. Cash-book & Assets register are to be separately maintained in coordination with accounts department of CMRIT with due diligence.
- It is the sole responsibility of faculty consultant to maintain the income & expenditure account, receipts and payments account and balance sheet in association with recognised auditor/chartered accountant and get them certified by auditors the time to time to the satisfaction of third-party agencies, Accounts Department of CMRIT and Provide Utilisation Certificate time to time to the Director CMRIT. It should be noted that any amount or money's worth left in transit with the faculty member or third party agency for time beyond 15 days, a simple interest of 12% will be levied on faculty consultant and shall be deducted from revenue proportion of faculty consultant.

2. Payments & Fees:

The enrolment fee structure, payment module, duration of the programme, products/services (tangible/intangible) and schedules will be decided time to time by both faculty consultant and the Director CMRIT based on maximum and minimum participant size of activity can be involved on case to case basis. However all services offered under this MOU will be on cost to cost basis for the benefit of stakeholders.

3. Period of MOU:

This Agreement cum MoU shall come into effect from _____ and shall remain in effect up to _____, for a period of ____ years, unless terminated earlier by either of the parties. Any amendment to this Agreement cum MoU is in pursuant to mutually agreed revisions of the terms, by both the parties and shall be in writing. However, if the same is not agreed to renew this agreement it is deemed to be terminated on the expiry of the said duration period. In case of unforeseen commutation if any before the expiry of this Agreement cum MoU will be separately spell out regarding terms and condition, in such case a new MoU come into existence in case of current one.

4. Roles & Responsibilities of the CMRIT:

- a. Responsible to nominate/provide/allocate/allot cells/units/staff/students/alumni/resources/infrastructure facilities and to coordinate the activities of the first part in the institution or at any place as agreed by both the parties including third party agencies if any with regards to identified/task/activity/programme. The persons so appointed would act as the single point of contact for the proposed initiative and everybody to this contact should bind over and should provide necessary legitimate information to SPOC including third party agents if any until and unless such information does not give raise to IPR issues.
- b. Share the details of the students, faculty, stakeholders, administrative heads/cells who are willing to take an active part in the aforesaid programmes/activities/initiatives/tasks.
- c. Authorise Prof./Dr./Mr./Ms _____ to share the above referred information in personal/third-party website in public domain if it is a mandatory financial or non financial disclosure on approval from HOD and The Director, CMRIT and disseminate any specific details to students, staff, stakeholders, departments, cells and as per the requirements of SRAs/ Accrediting/Affiliating bodies and respond accordingly in public manner about the type of initiatives made and efforts put in all possible manner to achieve the very objective of this Agreement cum MOU and answer queries of third party verification at the time of accreditation/affiliation inspections/visits either physical/virtual with prior intimation to the part two of this agreement. The faculty consultant must respond to all HODs/Deans/ Accounts Officer in legitimate manner and share necessary files/documents/ models/videos unless involve

in any IPR Issue and he/she can maintain trade-secrets/algorithms/processes/designs if he is in such opinion as the case may be.

- d. Ensure publicity of necessary mandatory disclosures of the programme and disseminate to different stakeholders/funding agencies/government.
- e. Encourage the student, staff, administrators and other stakeholders to actively register and participate in various programs under this flagship.
- f. Provide necessary infrastructure support and request budget time to time whenever there is changes in volume of activities or changes in receipts and payments.
- g. Facilitate to conduct participant assessments any external agency identified by both the parties and provide tips to succeed in career path of individuals and glory of the part two.
- h. Arrange or monitor or supervise the activities of faculty consultant through vigilance and which should not extend to disturb individual privacy levels.
- i. Faculty consultant not authorised to appoint/offload to sub-contractors/let out facilities directly/indirectly on his own to carry out his tasks/ activities/programmes/ initiatives/tests/ interviews/ in the campus/outside without prior approval from the Director, CMRIT regarding charges/emoluments to such services whether ad-hoc/contractual/daily-wage whatever it may be.

5. Roles & Responsibilities of Faculty-Consultant of CMRIT:

- a. Responsible to provide access to employability enhancement programmes, innovations, exhibitions, technical contests, consultancies, R&D Initiatives, Incubations, Start-ups, filing of IPRs and incorporation of enterprises and relevant professional technical/academic/administrative services through blend of industry-academic symbiosis to bridge the gaps between curriculum to that of industry state of the art practices.
- b. Allow the coordinators for assessment of own/third party assessment as required for better appreciation tangible/intangible resources/outcomes of this Agreement cum MOU.

6. Following are the other terms and conditions of MOU:

- a. The coparceners/co-faculty/TPAs/co-team-members/external agents who offer any student/staff/stakeholder enrollment/registration/participation for any programme under this Agreement cum MOU should complete the task till the end unless & otherwise discarded by either the party on specific performance or remedy. Further the principal-faculty-consultant should seek responsibility of collection or return of registration fees and offer products/services as mentioned/promised in main brochure/offer made either by him or his associates of any nature. The CMRIT should not assume any responsibility in case of refund of registration/enrollment fees once remitted into accounts department under any circumstances, except there is a due reason to do so.
- b. The students, staff, administrative heads and stakeholders should register online through their official login provided by CMRIT/Faculty-Consultant as the case may be for assessments deemed to be necessary for achievement of stated objectives at the time of enrollment regarding performance of individual towards e.g. publication, patent publication, design & development of models/ prototype, commercialization of product/service startup, patent filing, experimentation, training, incorporation, DPR preparation, service quality, tangible/intangible deliverables.
- c. Program coordinator/in-charge for each measurable task/activity should provide by heads of all the departments on approval by The Director, CMRIT in all cases and should be forwarded to the faculty-consultant.
- d. The Deans/HODs/In-charges of Cells/Units shall monitor participant effectiveness physically/virtually and assess performance/progress and submit a formal report on tangible outcomes of participants and the recommendation in case of underperformance reported as required for smooth & efficient conduct of the program. Those coordinators keep a bird-eye-view and monitor activities of participants/registrants/resource persons/punctuality/feedback/inaugural/valedictory/routine-sessions and provide informal/formal feed back to the Director-CMRIT and

there should not be any objections from faculty-consultant including TPAs/organizations involved in those activities either by virtue of this MOU or otherwise.

- e. The CMRIT shall not write/publish any material or use any logos/names of in any of the publications without prior written consent and approval from other party.

7. Certification:

E-Certificates shall be awarded by Faculty-Consultant/TPA along with CMRIT to those participants who successfully completed the training and post training assessment cum evaluation/activities/programmes/tasks.

8. Limitations and Warranties :

Both parties agree that it would be their endeavour to prevent any liability arising out of default or non-compliance of the Agreement Cum MOU terms by the participants/registrants/stakeholders/ Other MOU organisations/TPA/ Contractors to the extent possible, if the performance of task/activity once failed is non performable and become void/voidable/void ab-initio and there will be no remedy to any party including third party to this agreement and validates the statement 'third party cannot enforce the contract'.

9. Termination:

- a. Both parties can terminate the Agreement cum MOU with a prior written thirty days notice on default of terms and conditions by either party.
- b. This Agreement cum MOU also stands terminated in case of any default which cannot be rectified/ratified.
- c. Both parties also agree that it would be their professional endeavour that despite any termination of the Agreement Cum MOU, progress would continue, without any prejudice to the ongoing Academic/Professional/ Career/R&D/Consultancy development programs, tasks, activities, training, intellectual products and services, which would be without any hindrance and would be progressed for completion.

10. Entirety & Amendment:

This Agreement cum MOU contains the entire understanding between the parties in relation to any program/task/training/consultancy/innovation/incubations/prototype/R&D/publication/ patent commercialisation/Start-ups/DPR Preparation/Incorporation of start-up/Secretarial/Managerial Services. If during the operation of the MOU, circumstances may rise which call for alteration/modification to this MOU, such alteration/modification shall be mutually discussed and agreed upon in writing. Such changes will be formalized in writing as an 'addendum' to this MOU. Any changes/amendments to this MOU not in conformance to this section shall be deemed to be *void-ab-initio*.

11. Intellectual Proprietary Rights:

All intellectual or proprietary property and information, supplied or developed by either the parties shall be and remain the sole and exclusive property of the party who supplied or developed the same. Upon written request of termination of this MOU the party's IPRs related to this MOU shall be summarily returned to the counter party.

12. Confidential Information:

- a. Both the parties under take to each other to keep confidential all information (written/oral) concerning to the business and affairs, which has been obtained or received during the course(s) of performance hereunder, save that which is inconsequential or obvious.
- b. It is agreed that both parties shall receive and share information without any breach to this confidentiality clause.

- c. In the event of any of the parties becoming legally compelled to disclose any confidential information, such party shall give sufficient notice to the other party so as to enable the other party to seek a timely protective order or any other appropriate relief. If such an order or other relief cannot be obtained, the party being required to make such a disclosure shall make the disclosure of the 'Confidential Information' only to the extent that is legally required of it and no further.
- d. Both parties agree not to deal directly or enter into any business agreement with any of the partners or associates or customers of either party during the term of the agreement and also after the agreement have been terminated, not earlier than two years from the date of termination.

13. Force Majeure:

- a. Neither party to this MOU shall be liable for any failure or delay on its part in performing any of its obligations under this MOU, if such failure or delay shall be result of or arising out of Force Majeure conditions and, provided that the party claiming Force Majeure shall use its best efforts to avoid or remove such cause of non-performance and shall fulfil and continue performance hereunder with the utmost dispatch whenever and to the extent such cause or causes are removed.
- b. Any extraordinary event, which cannot be controlled by both the parties, shall for the purpose of this MOU be considered as a Force Majeure event. Such events include acts of god, acts or omissions of any government or agency thereof, compliance with rules, regulations or order of any government authority. Provided however, if either party claims that existence of any of the aforesaid conditions is delaying or disabling the performance by said party of its obligations under this MOU, such party shall give immediate notice to the other party of the existence of such conditions whose existence are claimed to delay or disable the performance of obligations as aforesaid.

14. Jurisdiction and Arbitration:

Any dispute arising out of, in relation to or in respect to this MOU shall be settled through mutual consultation and agreement, by the parties to this MOU. In case a settlement is not arrived at within fifteen days of reference, the dispute/s shall be referred to a sole arbitrator appointed by The Director, CMRIT with consent of counter party in accordance to the Arbitration and Conciliation Act, 1996 as amended from time to time. The place of arbitration shall be Hyderabad, Telangana, India.

IN WITNESS WHEREOF, the Parties hereto have to duly executed this Agreement as on the day, month and year first herein above written

15. Language and Translation Clause:

This agreement is prepared in the 'English' language only unless and otherwise specified by the Parties to MOU, in such case two originals prepared in duplicate One in English and the other in requested language too and kept with both copies with both parties of the agreement. However, if there is any discrepancy between the two versions, the English language version shall prevail.

Faculty Consultant

For CMR Institute of Technology

(Faculty Consultant Signature)

(Authorized Signatory)

Name: _____

Name: Prof. Dr. M. Janga Reddy

Designation: _____

Designation: Director

Place: Hyderabad

Place: Hyderabad

Date: _____

Date: _____

Seal:

Seal: