

# INTELLECTUAL PROPERTY POLICY



## CMR INSTITUTE OF TECHNOLOGY

(UGC - Autonomous)

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

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## INTELLECTUAL PROPERTY POLICY

### Intellectual Property Ownership

#### A. CMRIT Ownership

1. Intellectual property (IP) of every category produced or created by staff, students, project staff, visitors and others, such as trainees from other institutes, participating in CMRIT programs or using CMRIT funds or resources are owned by CMRIT when either of the following applies:
  - a. The IP was created with the significant use of funds or facilities controlled by CMRIT.
  - b. The IP was created (i) as a part of the normal professional duty or (ii) work for hire.
  - c. The IP was created in the pursuant to a sponsored/consultancy research agreement with CMRIT. In such cases, specific provisions related to IP made in contracts governing such activity will determine the ownership of IP.
  - d. The intellectual property was created as a part of academic research and training leading towards a degree or otherwise.
2. All copyrights/trademarks/service-marks including copyrighted software will be owned by CMRIT when it is created as a part of any of the academic programs or created in pursuant to an agreement/MOU by CMRIT with third party agencies and provide any transfer of copyrights/ownership-rights of CMRIT. In more specific, the following would confer IP to CMRIT:
  - a. CMRIT will be the owner of the copyright on all teaching materials created by CMRIT and non-CMRIT personnel for external agencies, institutions and industry under the continuing education and distance education modules of CMRIT. However, the authors will have the right to use the material for their teaching and research activities.
  - b. CMRIT will not claim ownership of copyright on books and scientific articles authored by CMRIT personnel. However, CMRIT will have the copyright if books and reports have been created using funds exclusively provided for this purpose by CMRIT.

#### B. Inventor/Author Ownership

1. Inventors/Authors will own intellectual property when
  - a. None of the situation defined above for CMRIT-ownership of intellectual property applies.
  - b. It is created outside their assigned/normal area of research/teaching, for example, popular novels, poems, musical compositions, or other works of artistic imagination, without the use of significant institute resources.
2. Students will own copyright on theses/dissertation created as a part of their academic programmes. However, the student must grant to CMRIT royalty-free permission to reproduce.
3. Ownership of software code, patentable subject matter and other IPs contained in the theses/reports are subject to conditions specified under CMRIT-ownership & inventor/author ownership.

#### C. Third-Party Ownership

1. Ownership of intellectual property resulting from:
  - a. Funds provided partially or fully by a third-party to CMRIT will be as per IP contract.
  - b. Exchange programs between CMRIT and other institutions will be governed by MOUs.
  - c. In case no such specific contract exists, IPR will remain with CMRIT subject to the liability of inventor/authors references drawn from original/third party sources if any.

2. In cases of all IP produced at CMRIT, CMRIT shall retain a non- exclusive, free, irrevocable license to copy/use IP for teaching and research activities, consistent with confidentiality arguments where ever entered by CMRIT.
3. In cases where an IP is created by CMRIT personnel, fully or as a part of the team, during deputation, official leave, or sabbatical, the concerned CMRIT personnel should officially communicate the IP to CMRIT. If the IP involves ideas/software developed, fully or in part, using significant institute resources, then the IP will also be owned by CMRIT fully or partially, as the case may be.

### **Disclosures, Confidentiality and Assignment of Rights**

1. For sponsored and/or collaborative projects the provisions of agreement applies to disclose of IP.
2. For all other IP produced at CMRIT, the inventors should disclose their IP rights to the R&D cell at the earliest date using an intellectual property disclosure form (IPDF) in prescribed format.
3. It is mandatory for all students to execute an IPR form, countersigned by their supervisor(s), at the time of submission of their thesis/project report.
4. The inventor shall assign the rights of the disclosed IP to CMRIT before leaving the institute and will agree to the terms and conditions for the sharing of any financial benefits received by the institute on commercialization of such IP.
5. Having made the disclosure, the inventors, both CMRIT and non- CMRIT personnel, shall maintain confidentiality of the IP during the period the file is in vein with CMRIT & national IP authority for grant of the license for commercialization & physical production and to protect IP rights, unless authorized in writing by CMRIT.

### **Evaluation of Intellectual property**

1. Evaluation of Intellectual Property will be done by the R&D cell and Director being the Chairman is responsible for commercialization.
2. Evaluation of IP means:
  - a. Assignment of ownership rights.
  - b. Determination of whether an IP is innovative or not and fit for filing in India/abroad.
  - c. Check whether commercialization of IP is possible or not.
3. After evaluation CMRIT may assign all the rights of the IP to the inventors/authors and also facilitates protection of the IP on case by case basis.
4. If R&D cell, CMRIT does not renew IP, then IP rights may be assigned to the relevant inventors.

### **Contracts and Agreements**

All agreements related to IP, including, but not limited to the following categories, undertaken by any CMRIT personnel and students need to be approved by the institute:

1. Allegiance, Affirmation and Confidentiality Agreement.
2. Evaluation and License Agreement.
3. Technology Transfer (Commercialization) Agreement
4. Alternative Dispute Resolution Agreement
5. Classified Information Non-Disclosure (specific) Agreement.

The Director is authorized signatory for all IP related endorsements/licenses/agreements/MOUs.

### **Commercialization**

1. CMRIT shall promote/identify/issue IP licenses to third party & through incubator/R&D cell to licensee for which, it has ownership and rights that have been obtained/assigned to it.
  - a. Technology licensing: Licensing the IP to third party for commercialization is based on revenue sharing policy as prescribed by CMRIT on recommendation of R&D cell.
  - b. CMRIT incubator: The sharing of revenue on transfer/licensing/permission of IP in the favor of incubates on ‘Technologies developed in CMRIT-Incubator’ is the Dean R&D/Director.
2. Where exclusive IP rights have not been assigned to any third party, the inventors may contact licensee on their own with strict confidentiality and take care that the value of IP is not affected.
3. If CMRIT is unable to commercialize any patent within reasonable time due to administrative reason, then IP rights are transferred on its own to the inventors and inventors have to execute a separate MOU with the institute regarding sharing of revenue between amongst institute and inventor.

### **Revenue Sharing**

1. The net earnings from the commercialization of IP owned by CMRIT would be shared as follows:

<b>Case</b>	<b>Net Earnings</b>	<b>Inventors</b>	<b>CMRIT</b>	<b>Department</b>	<b>Incubation Cell</b>
1	Lump sum amount	60%	25%	05%	10%
2	Annual Royalty	40%	40%	05%	15%

2. The inventors share would be declared annually and disbursement will be made to the inventors or their legal heir, whether or not associated with CMRIT at the time of disbursement.
3. The inventors & Co-inventors of IP shall sign an MOU with CMRIT for sharing of IP earnings.

### **Infringements, Damages, Liability and Indemnity**

1. As a matter of policy, in all IP agreements, CMRIT shall get indemnified from inventors in regards to all legal and technical issues arising out of the IP-license with the clients.
2. CMRIT shall also ensure that their staff has an indemnity clause built-into the agreements with licensee while transferring technology or copyrighted material to licenses.
3. CMRIT shall retain the right to engage or not in any litigation of patents/license-infringements.

### **Conflict of Interest**

The inventors are required to disclose any conflict/potential-conflict of interest of them in IP and the share of their immediate legal heir/assignees/representatives regarding IP revenue & their presence. Inventors should ensure that their entrepreneurial activities, teaching, R&D and any other responsibilities do not have an adverse impact on the institution.

### **Dispute Resolution**

In case of any disputes between & among inventors/third party in regards to execution of the IP, the decision of the Director of CMRIT is final related to performance and remedy of IP agreement.

### **Jurisdiction**

As a policy, all agreements to be signed by CMRIT will have the jurisdiction of the courts in Hyderabad and shall be governed by appropriate laws in India.

## Nomenclature

<b>IP</b>	: Intellectual property
<b>CMRIT</b>	: CMR Institute of Technology, Hyderabad
<b>IPEC</b>	: Intellectual Property Evaluation Committee (R&D Cell)
<b>IPDF</b>	: Intellectual Property Disclosure Form

## Glossary

1. **‘Director’** means the Director, CMRIT, Hyderabad.
2. **‘Author/Inventor’** means students/staff/visitors/participants/experts that have written/designed/invented/created a work/module/documentary/posters/charts/models/prototypes/processes/code.
3. **‘Confidential Information’** is information not in the public domain and declared confidential by parties as such in a MOU/Agreement that has been signed by the parties.
4. **‘Copyright’** means an exclusive right granted by law for a certain period of time to an author to reproduce, print, publish and sell copies of their creative work. Copyright protection is available for most literary, musical, dramatic, and other types of creative work, including software, teaching materials, multimedia works, proposals, and research reports.
5. **‘Creators’** are persons who have produced any original work.
6. **‘Intellectual Contribution’** means original technical or artistic contributions.
7. **‘Intellectual Property’** includes but is not limited to copyrights and copyrightable materials, patented and patentable inventions, tangible research results, trademarks, service marks and trade secrets.
8. **‘Invention’** includes but is not limited to any new and useful process, formula or machine conceived or first reduced to practice in whole or in part, defined within the purview of the Patent Act, Inventors is persons who produce an invention.
9. **‘Licensing’** is the practice of renting/leasing/permitting the intellectual property to a third party.
10. **‘Net Earnings’** Earnings resulting from the licensing or commercialization of the IP reduced by the outstanding actual expenses incurred in obtaining and commercialization of the IP.
11. **‘Patent’** means the exclusive right granted by law for making, using or selling an invention.
12. **‘Royalty’** is the payment made to an inventor/author or an institution usually for legal use of a patented invention or any Intellectual Property when licensed.
13. **‘Significant Use of CMRIT Resources’** is any usage of CMRIT’s resources in the creation of the inventions, in excess of the routine use of office facilities, computers, library resources and resources available to the general public.
14. **‘Software’** means anything executable in a computer.
15. **‘Teaching material’** means any material that support to the TLP.
16. **‘Trade Mark/Service Mark’** is a distinctive word, symbol or picture or a combination of these, which is used by a business entity to discriminate its products and services from those of other business entities.
17. **‘Trade Secret’** Usually some information such as know-how of commercial or strategic value that is not disclosed to all and is used in a restricted manner.



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## APPLICATION FOR IPR FILING AFTER PATENT PUBLICATION

### PART – A: FACULTY DETAILS

1	<b>Principal Author Details</b>								
	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/Patents Published		Papers		Citations		Patents		
2	<b>Co-Author Details</b>								
	Name								
	Date of Birth		Gender		M / F / T		Designation		
Educational Qualifications						Department			

### PART – B: PROPOSED IPR DETAILS

1	Name of the Patent							
2	<b>Publication Details</b>							
	Name of Journal							
	Date of Publication							
	Volume and Page No							
No. of Co-Authors								
3	Description of innovation/invention of design/process/product about patent							
4	Relevance and revenue generation of patent							
5	Patent Outcomes (Maximum of 2-3 Outcomes Only)							
	a.							
	b.							
c.								
6	MOUs, if any required for execution of patent or startup							
8	Filing of patent at National/International agency with name and address							
9	Filing charges to be paid/reimbursement			Rs.				
10	Receipt No with date (If paid)							

### DECLARATION

Certified that the above details of the IPR are correct and genuine to the best of my knowledge. I abide by the rules and other conditions prescribed by the CMRIT and IPR agency.

<b>Date</b>		<b>Name of the Investigator</b>		<b>Signature</b>	
<b>Recommendations of HOD</b>					
<b>Date</b>		<b>Name of the HOD</b>		<b>Signature</b>	

- Note:** 1. Enclose a detailed report on proposed IPR along with details of all the co-authors and their contribution.  
2. Enclose detailed plagiarism report and conflicts of interest.



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## EVALUATION & RECOMMENDATION OF PROPOSAL FOR IPR FILING AFTER PATENT PUBLICATION

### PART – A: FACULTY DETAILS

1	<b>Principal Author Details</b>							
	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/Patents Published		Papers	Citations	Patents				
2	<b>Co-Author Details</b>							
	Name							
	Date of Birth		Gender	M / F / T	Designation			
	Educational Qualifications				Department			

### PART – B: PROPOSED IPR DETAILS

1	Name of the Patent						
2	<b>Publication Details</b>						
	Name of Journal						
	Date of Publication						
	Volume and Page No						
	No. of Co-Authors						
3	Description of innovation/invention of design/process/product about patent						
4	Relevance and revenue generation of patent						
5	MOUs, if any required for execution of patent or startup						
6	Filing of patent at National/International agency with name and address						
7	Filing charges to be paid/reimbursement		Rs.				
8	Receipt No with date (If paid)						

### RECOMMENDATIONS OF THE EVALUATION COMMITTEE

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

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

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

### ACCEPTED & APPROVED BY

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





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## APPROVED ORDER FOR IPR PROPOSAL

1	File No.	
2	Name of the Principal Author	
3	Name of the Co-Authors	
4	Name of the Department	
5	Proposed IPR Details	
6	Application Dated	
7	Evaluation Committee Recommendations dated	
8	Sanctioned Amount for the IPR	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 IPR proposal during the year 20\_\_\_\_-\_\_\_\_ and the amount should not to be used for any other 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 IPR proposal 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.

<b>Name of the Sanctioning Authority</b>	
<b>Designation</b>	
<b>Signature</b>	
<b>Date</b>	

### 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 \_\_\_\_<sup>th</sup> 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)

(Authorized Signatory)

Name: \_\_\_\_\_

Name: Prof. Dr. M. Janga Reddy

Designation: \_\_\_\_\_

Designation: Director

Place: Hyderabad

Place: Hyderabad

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Seal:

Seal:



# CMR INSTITUTE OF TECHNOLOGY

## UGC AUTONOMOUS



(Approved by AICTE, Permanently Affiliated to JNTUH, Hyderabad, Accredited by NBA and NAAC with 'A' Grade)  
Kandlakoya (V), Medchal Road, Hyderabad – 501 401  
Ph No. 08418-200720

### “CONFIDENTIALITY AGREEMENT”

The agreement is entered on the \_\_\_\_\_ Day of (Date), (Month), 20\_\_ between

(a) CMR Institute of Technology, Kandlakoya, Medchal Dist., Hyderabad-501401, Telangana, India (herein after referred as CMRIT-Hyderabad) - PART-1.

AND

(b) M/s. \_\_\_\_\_  
(herein after referred as \_\_\_\_\_) - PART-2 to the following effect.

Whereas CMRIT has certain technical information related in the area of \_\_\_\_\_  
(herein after referred as Confidential Document)

AND

Whereas M/s. \_\_\_\_\_ is interested in examining the ‘Confidential Document’.

Now, therefore, the parties CMRIT and \_\_\_\_\_ (PART-2) agree to the following:

#### I. Confidential Information

- (a) CMRIT shall disclose to **PART-2** the confidential document containing details generally adequate for \_\_\_\_\_, to evaluate the document for the purpose of further negotiation on the possibility of entering a formal agreement and, if necessary, acquiring rights to use the confidential information irrespective of its status on patentability or other intellectual property rights.
- (b) \_\_\_\_\_ (**PART-2**) agrees to accept the disclosure of the Confidential Document and ensure secrecy and confidentiality of the above the same way as the organization’s own confidential documents are treated. The content of the document will be disclosed only to the relevant person with an obligation not to transfer the information to others.
- (c) It is further implied that \_\_\_\_\_ will not exploit the confidential document unless formal terms and agreement are agreed upon to acquire such rights.
- (d) The obligations outlined in (ii) and (iii) will not be applicable for those parts where
  - (i) the contents are known to be in public domain or available prior to the date of disclosure.
  - (ii) the contents are demonstrated to be in possession if \_\_\_\_\_ or its subsidiaries from other sources prior to the disclosure.
  - (iii) the content appears in the public domain by publication or otherwise.
- (e) The obligation of confidentiality on the part of \_\_\_\_\_ will be in force for \_\_\_\_\_ unless the period is extended subsequently.
- (f) It is also implied that the disclosure does not grant the right to exploit the content or to use the patent or other intellectual property right.

#### II. Restrictions to Use

- A. Except for the expressed written consent by the CMRIT, the PART-2 agrees:
  1. Not to use or disclose to another person or entity any confidential information of CMRIT;
  2. Not to make, or cause to be made, any copies, facsimiles or other reproductions including technical-data-files of any documents containing confidential information of CMRIT; and
  3. To use all other reasonable means to maintain the secrecy of the confidential information.

B. PART-2 further agrees, at the request of CMRIT:

1. To immediately return to CMRIT all of the items in the possession of PART-2 which relate to or which disclose in whole or in part any confidential information of CMRIT; and
2. To refrain from using or disclosing to any other person or entity any confidential information of CMRIT.

### III. Covenant not to use

PART-2 shall not institute any action or suit at law or in equity against CMRIT, nor institute, prosecute or in any way aid in the institution or prosecution of any claim, demand, action, or cause of action arising out of the INFORMATION or any INTELLECTUAL PROPERTY thereof, including but not limited to, claim, demand, action, or cause of action for invalidating any INTELLECTUAL PROPERTY of CMRIT.

### IV. Damages and Specific Performance

PART-2 agrees that should PART-2 breach any of the promises contained in this Agreement that OWNER would suffer irreparable harm and CMRIT would be without adequate remedy at law and that CMRIT may obtain injunctive relief, including specific performance of the Agreement, as well as monetary-award for damages suffered by CMRIT for PART-2'S breach of this Agreement.

### V. No Waiver

Failure at any time to require performance of any of the provisions herein shall not waive or diminish a party's right thereafter to demand compliance there with or with any other provision. Waiver of any default shall not waive any other default. A party shall not be deemed to have waived any rights hereunder unless such waiver is in writing and signed by a duly authorized officer of the party making such waiver.

### VI. Severability

Should a court of competent jurisdiction find that any portion of this Agreement is invalid, illegal, or unenforceable, the remaining provisions shall remain in full force and effect, and the parties shall use reasonable efforts to substitute a valid, legal, and enforceable provision that implements purposes of the provision so held invalid, illegal, or unenforceable to any extent permissible under the law.

### VII. Merger/Modification in Writing

PART-2 agrees that this Agreement shall supersede all prior agreements and shall not be modified by either party except in writing and by agreement between both parties. Notwithstanding this paragraph, PART-2 shall honor all prior obligations concerning confidentiality of 'CMRIT'S CONFIDENTIAL INFORMATION'.

### VIII. Choice of Law

This Agreement shall be governed by, construed, and enforced in accordance with the laws of the State of Telangana subject to Indian Patents Act. Any dispute involving the terms or conditions of this Agreement shall be brought in the state court of competent subject matter jurisdiction therein. Each of the parties hereby submits to the personal jurisdiction of said court.

Name \_\_\_\_\_  
(Authorized representative)

Name \_\_\_\_\_  
(Authorized representative)

Signature \_\_\_\_\_  
Dated: 01-07-2021

Signature \_\_\_\_\_  
Dated: 01-07-2021

CMRIT, Hyderabad \_\_\_\_\_ (Name of receiving Institute)  
Seal & Date:

**CMR INSTITUTE OF TECHNOLOGY HYDERABAD**

**“AUTHORISATION CERTIFICATES BY CMRIT-HYDERABAD TO ITS COLLABORATOR-ORGAISATIONS BY AUTHORS/EMPLOYEES OF CMRIT FOR IPR PROTECTION”**

I/We

1	Name				
	Designation			Department	
	Office Address				
	Contact No	Office		Mobile	
	E-mail				
	Permanent Address				
2	Name				
	Designation			Department	
	Office Address				
	Contact No	Office		Mobile	
	E-mail				
	Permanent Address				
3	Name				
	Designation			Department	
	Office Address				
	Contact No	Office		Mobile	
	E-mail				
	Permanent Address				

the employees of CMR Institute of Technology, Kandlakoya, Medchal Dist., Hyderabad-501401, Telangana, India.

Have developed software/scientific work/artistic work/mask work entitled “\_\_\_\_\_”.

The software / scientific work / artistic work has been developed by us during the course of our / my employment with CMRIT, as a part of our duty and the work has made use of significant resources and duty time.

As per our / my terms and conditions of appointment of our employer/Institutes / organizations mentioned above we/I assign the ownership of the submitted work to our / my employer organizations.

We/I hereby authorize \_\_\_\_\_ and \_\_\_\_\_ to process registration of copyright under the Indian Copyright Act with its amendments time to time.

**Authors:**

S. No.	Name	Signature & Date	Employer Organization Name & Address	Employer Organization Endorsement Officer, Name & Designation	Signature, Date & Seal
1					
2					
3					
4					
5					



**CMR INSTITUTE OF TECHNOLOGY HYDERABAD**

**ANNEXURE-1**

**INVENTION/TECHNOLOGY DEVELOPMENT DISCLOSURE**

1	Title of the project / Invention			
2	Inventor(s) / collaborator(s) filling the patent			
	Name			
	Designation		Department	
	Office Address			
	Contact No	Office	Mobile	
	E-mail			
	Name			
	Designation		Department	
	Office Address			
	Contact No	Office	Mobile	
	E-mail			
	Name			
	Designation		Department	
	Office Address			
	Contact No	Office	Mobile	
	E-mail			
3	Principal Investigator Name			
	ID			
4	Sponsor(s)/Source of funding of the project/consultancy-with /without prior contractual agreement			
5	Is the work bound by any agreement / contract / MOU?			
6	Is the patent (to be filed) for a process or product?			
7	General area of the patent			
8	Description of the invention (not more than 100 words)			
	a. The problem for which solution was researched			
	b. The invention namely the solution to the problem			
9	Origin of the idea / invention: by whom and when?			
10	Any help received from others in conception of the idea?			
11	Date of start of the project			
12	Give literature search details			
	a. Journals and other publications			
	b. Patent databases			
13	Has the work been displayed anywhere, if yes, when?			
14	First record of initial Idea / invention(Oral/written/conceptualization)			
15	Has the work been reported/published/presented oral or poster anywhere (if yes, give full details)?			
16	Has any related patents been filed by the inventor?			

17	Information available in the published literature (prior art) about the problem tackled:		
18	Unique features about the work done with respect to prior art:		
	a. Is the work a mere extension of common known knowledge?		
	b. Has the work filled a major gap in prior art? (If yes, a brief description of this gap)		
	c. Any environmental issues?		
	d. What aspect of the invention needs protection		
19	Has the work been systematically and chronologically documented?		
20	Commercial aspects of the invention/ technology developed:		
21	Any costing of the product / process / invention been done?		
22	Any industries / companies interested in licensing the work:		
23	Is the work:		
	a. Completed and results validated?		
	b. At a basic conceptualization stage?		
24	I agree to assign to CMRIT-HYDERABAD my rights in the invention		
	Inventor's Name	Signature with Date	
	Inventor's Name	Signature with Date	
	Inventor's Name	Signature with Date	
25	Invention disclosed/evaluated		
26	Enclosure (signed) – Preliminary details of disclosure PI, if PI is not an inventor.		
HOD/Dean R&D/Academic/IQAC:			
HOD	Name	Signature with Date	
Dean R&D	Name	Signature with Date	
Dean Academic	Name	Signature with Date	
IQAC	Name	Signature with Date	

**CMR INSTITUTE OF TECHNOLOGY HYDERABAD**

**ANNEXURE-2**

**IPR AGREEMENT WITH STAFF INVOLVED IN INVENTION/TECHNOLOGY  
DEVELOPMENT AT CMRIT-HYDERABAD**

1	Name	
2	I submit that by virtue of My employment/R&D/Opportunities/Funds/Facilities/to have my share in revenue along with other inventor(s)/author(s) as per IPR Guidance. I, hereby agree that A. I shall promptly disclose and assign to CMRIT-Hyderabad any right to all inventions, copyrightable materials, computer software, semiconductor mask patterns, tangible research property and trade marks (Intellectual Property) conceived, invented, authored or validated to practice by me, solely or jointly with others which: (i) are outcome of sponsored research or any other agreement to which I have direct or indirect participation or (ii) are outcome of substantial utilization of CMRIT-Hyderabad resources or (iii) is an outcome of “work-for-hire” as per IPR guidelines. B. I shall cooperate with CMRIT-Hyderabad to obtain, protect or exploit the intellectual property through legal protection such as patent, copyright etc. C. I shall make available all documentation of CMRIT-Hyderabad intellectual property. D. I shall surrender to CMRIT-Hyderabad the documents related to intellectual property if I leave IITR for any reason or at any other time asked for such documents. E. The agreement will survive the termination of my employment or other association with CMRIT-Hyderabad	
Name of the Faculty		
Designation		
Department		
Signature with Date		
Witness-1 (By Virtue of HOD, Department of _____ CMRIT, Hyderabad)		
Name		
Designation		
Department		
Signature with Date		
Witness-2 (By Virtue of Head/Dean/Coordinator of R&D/IIE/COE Centre/Cell)		
Name		
Designation		
Department		
Signature with Date		

**CMR INSTITUTE OF TECHNOLOGY HYDERABAD**  
**APPLICATION FOR COPYRIGHT REGISTRATION OF IN-HOUSE**  
**DEVELOPED TECHNICAL/PROFESSIONAL/SCIENTIFIC/ARTISTIC WORK**  
**COPYRIGHTABLE MATERIAL DISCLOSURE**  
**(Non-Software)**

<b>1</b>	<b>Author's/Inventors/Contributor Name(s)</b>					
	<b>S. No.</b>	<b>Name</b>	<b>Designation</b>	<b>Dept./ Cell/Unit</b>	<b>Address of CMRIT &amp; Personal Address</b>	<b>Signature with Date</b>
	i					
	ii					
iii						
<b>2</b>	<b>Title of Document/Work</b>					
<b>3</b>	<b>Brief description about the nature of document (Around 150 words annex sheet if required) &amp; TICK AS APPROPRIATE (Review/R&amp;D Work Report/Design-Report/Survey-Report/Instruction-Material/Pre-Publication-Report/Others Specify_____)</b>					
<b>4</b>	<b>Claims of originality (Description of design/process/system/component attach separate sheet)</b>					
<b>S. No.</b>	<b>Name of the Invention/Process Assembly/Part name</b>	<b>Name, Designation, Department &amp; Address</b>	<b>Brief Description about invention</b>	<b>Nature of Invention</b>	<b>Signature with Date</b>	
i						
ii						
iii						
<b>5</b>	<b>Any similar report/document available to the knowledge of authors</b>					
<b>6</b>	<b>Does the Document/Work belong to the category of</b>					
<b>a. Sponsored Research, if yes: Project Title</b>						
<b>b. Ph.D. Thesis-Title, Details of Work &amp; Labs involved</b>						
<b>c. UG/PG Thesis/Project/Dissertation</b>						

d. Individual's Recognized Research Work						
e. Collaborative work between Individual & Private/Govt. R&D Units/Limited Companies/Others						
S. No.	External R&D/Private Organization Name	Registration No & Address of Corporate Office	Department/Cell/Unit of Organization	Address of place of work & SPOC Person Address and Contact No. & Email ID	Duration	
					From	To
i						
ii						
iii						
iv						
v						
f. Instruction Material/Modules/ICTs/Videos/Manuals/Others						
S. No.	Module/Topic/Exercise Name	Broad Area Covered	Specific Area Addressed	Name of ICT/Equipment/Tools/Lab/Apparatus/Infrastructure Facility Used	Affiliation & Duration	
					From	To
i						
ii						
iii						
7	Does the document use non-obvious diagrams from other's work and, if so, if permission has been taken for reproducing in the document? Yes/No					
S. No.	Name, Designation & Department		Address		Signature with Date and Seal	
i						
ii						
iii						

**CMR INSTITUTE OF TECHNOLOGY HYDERABAD**

**APPLICATION FOR ENLISTING OF IN-HOUSE DEVELOPED SOFTWARE/COMPUTER PROGRAM IN THE 'SOFTWARE BANK' OF CMRIT HYDERABAD**

1	Inventor(s) / collaborator(s)			
	Name			
	Designation		Department	
	Office Address			
	Contact No	Office		Mobile
	E-mail			
	Name			
	Designation		Department	
	Office Address			
	Contact No	Office		Mobile
	E-mail			
	Name			
	Designation		Department	
	Office Address			
Contact No	Office		Mobile	
E-mail				
2	Software/Computer Program Title			
3	Give (in 150 words approx) an introduction to the program?			
4	What is unique about the package? (in 150 words)			
5	What is the application area/advantage of the package? (in 50 words approx.)			
6	Who are the likely users of the package?			
7	What other packages/ approaches compete with this package?			
8	Size of the code			
	i	Lines of code		
	ii	Language, system developed on		
	iii	Man Years of Research		
	iv	Man Years of Development		
	v	Anybody used the same in recent past(if Yes)		
vi	How many lines of code tampered/licensed			

9	Has the package been developed as a part of:						
	a. Sponsored Research, if yes: Project Title:						
	b. Ph.D. Thesis-Title, Details of Work & Labs involved:						
	c. UG/PG Thesis/Project/Dissertation:						
	d. Individual's Recognized Research Work:						
	e. Collaborative work between Individual & Private/Govt. R&D Units/Limited Companies/Others (specify in 30 words about collaborators and their names as following:						
	S. No.	External R&D/Private Organization Name	Registration No & Address of Corporate Office	Department/ Cell/Unit of Organization	Address of place of work & SPOC Person Address and Contact No. & Email ID	Duration	
						From	To
	i						
	ii						
	iii						
10	Does the software use other packages? If yes, give detail.						
11	Status of validation:						
12	Sample application illustration. (To be appended)						
13	Authors' recommendations on category of registration.						
	a. Proprietary		b. Public domain		c. Limited circulation		
14	List of possible users: (Please attach list with the following details)						
	S. No.	Name	Designation	Department/ Cell/Unit	Official & Personal Address		
	i						
	ii						
	iii						

**CMR INSTITUTE OF TECHNOLOGY HYDERABAD**  
**AUTHORISATION TO INSTITUTE (EMPLOYER) BY AUTHORS**  
**(EMPLOYEES) FOR “COPYRIGHTING REGISTRATION”**  
**(INSTITUTE OWNED WORK)**

I/We

1	Name				
	Designation			Department	
	Office Address				
	Contact No	Office		Mobile	
	E-mail				
	Permanent Address				
2	Name				
	Designation			Department	
	Office Address				
	Contact No	Office		Mobile	
	E-mail				
	Permanent Address				
3	Name				
	Designation			Department	
	Office Address				
	Contact No	Office		Mobile	
	E-mail				
	Permanent Address				

the employees of CMR Institute of Technology, Kandlakoya, Medchal Dist., Hyderabad-501401, Telangana, India.

CMR Institute of Technology (CMRIT), Kandlakoya, Medchal Dist., Hyderabad-501401, Telangana, India have developed a software/scientific work/literary work/Video work/mask work entitled “ \_\_\_\_\_ ”.

This software/scientific work/literary work/video work/mask work has been developed by us during the course of our employment with CMRIT-Hyderabad and the work has been done as a part of our duty.

We hereby do not claim ownership of this work as per the terms and conditions of our appointment in CMRIT-Hyderabad. CMRIT is assigned the ownership of the said software and we have no objection in CMRIT obtaining a copyright for the said software under the Indian Copyright Act, 1957.

**Authors signature and date:**

S. No.	Name	Signature & Date	Employer Organization Name & Address	Employer Organization Endorsement Officer, Name & Designation	Signature, Date & Seal
1					
2					
3					
4					
5					



**CMR INSTITUTE OF TECHNOLOGY HYDERABAD**  
**EVALUATION OF TECHNICAL / INTELLECTUAL WORK FOR**  
**COPYRIGHT REGISTRATION**

1	1.Name(s) of the					
	S. No.	Name	Designation	Department/ Cell/Unit	Address of CMRIT & Personal Address	Role of PI/ CO-PI/ Author/ Supervisor/ Research Student/ Staff
	a					
	b					
	c					
	d					
2	Background of creative work (Tick Appropriate One)					
	a. Technical report for sponsored project					
	b. Research report as a part of students project					
	c. Research report/creative work on individual initiative					
	M. Tech. / B. Tech. Ph.D. thesis					
3	Claims on originality					
	a. Similar Report /work does not exist					
	b. Contains hitherto unpublished work					
	c. Classroom teaching material/problems of original nature					
4	Certificate (Strike Whatever Not applicable or Specify if it is otherwise produced)					
	a. The work has originality of presentation to the best of knowledge of the author.					
	b. The work does not violate copyright of others and permission has been obtained for materials reproduced, if any.					
	c. A soft/bound copy is available for placing in library through IPR office after copyright is registered.					
	d. Others Specify					
5	Signature of authors					
	a	Name		Signature		Date
	b	Name		Signature		Date
	c	Name		Signature		Date
	d	Name		Signature		Date
	e	Name		Signature		Date
<b>For IPR Office Use by CMRIT</b>						
1	Date of receipt of IPR Office					
2	IPR Code No. (To be conveyed to author/PI)					
3	Constitution of 3 Member Committee					
	a	Chairman				
	b	Member-1				
	c	Member-2				
4	Recommendation/Observation of the Committee for registration purpose only					
	Approved / Revision suggested / Rejected					
5	Document processed for registration Date					
6	Registration formalized Date					
7	Notification to authors Date					
8	Copy sent to library Date					

**CMR INSTITUTE OF TECHNOLOGY HYDERABAD**  
**APPLICATION FOR REGISTRATION OF COPYRIGHT**

To,  
The Registrar of Copyrights,  
Copyright Office,  
New Delhi.

Sir,

1. In accordance with Section 45 of the Copyright Act, 1957 (14 of 1957), we hereby apply for registration of copyright and request that entries may be made in the Register of Copyrights as in the enclosed Statement of Particulars sent herewith in triplicate. We also send herewith duly completed the Statement of Further Particulars relating to the work (Literary work – Computer software).
2. In accordance with Rule 16 of the Copyright Rules, 1958, I have sent by prepaid registration post copies of this letter and of the enclosed statement(s) to the other parties concerned, as shown below:

S. No.	External R&D/Private Organization Name	Registration No & Address of Corporate Office	Department/ Cell/Unit of Organization	Address of place of work & SPOC Person Address and Contact No. & Email ID	Date of Dispatch
1					
2					
3					
4					
5					

3. The prescribed fee has been paid, as per details below: No. \_\_\_\_\_ Dt. \_\_\_\_\_ For Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ Only)
4. Communication on this subject may be addressed to:  
The Director, CMR Institute of Technology, Kandlakoya, Medchal Dist., Hyderabad-501401, Telangana, India.
5. I/We hereby declare that to the best of my knowledge and belief, no person, other than to whom a notice has been sent as per paragraph 2 above has any claim or interest or dispute to my copyright of this work or to its use by me.
6. I/We hereby verify that the particulars given in this Form and in the Statement of Particulars and Statement of Further Particulars are true to the best of my/our knowledge, belief and information and nothing has been concealed there from.

Yours Truly

Place: Hyderabad  
Date:

Signature of Competent Authority  
Name: Prof. Dr. M. Janga Reddy, Director-CMRIT & GB Member

**List of Enclosures:**

1. Statement of Particulars (in triplicate)
2. Statement of Further Particulars (in triplicate)
3. Declaration of Assignment of Rights (in triplicate)
4. Manuscript (in duplicate)
5. Copy of Payment Acknowledgement for Rs. \_\_\_\_\_

## STATEMENT OF PARTICULARS

(To be sent in triplicate)

1	Registration Number (in the Register of Copyrights)							
2	Name, address and nationality of the applicant							
	S. No.	Organization Name	Registration No & Address of Corporate Office	Department/ Cell/Unit of Organization	Address of place of work & SPOC Person Address and Contact No. & Email ID			
	i							
	ii							
	iii							
3	Nature of the applicant's interest in the copyright of the work							
4	Class and description of the work (Tick Appropriate One)							
	i	Computer software program						
	ii	Technical document						
	iii	Artistic work						
	iv	Video work						
	v	Mask work						
	vi	Others Specify						
5	Title of the work							
6	Language of the work							
7	Name, address and nationality of the author and if the author is deceased, the date of his decease							
8	Whether the work is published or unpublished? (Please tick)			Published		Unpublished		
9	Year and country of first publication and name, address and nationality of the publisher							
	Year First Published	Country of First Publication	Name of the Publisher	Reference No	Nationality	Address for Correspondence	Contact No	
10	Years and countries of subsequent publications, if any, and names, addresses and nationalities of the publishers							
	S. No.	Year	Country of Subsequent Publication	Name of the Publisher	Reference No	Nationality	Address for Correspondence	Contact No
	i							
	ii							
	iii							
	iv							
	v							
11	Names, addresses and nationalities of the owners of the various rights comprising the copyright in the work and the extent of rights held by each together with particulars of assignments and licenses, if any							
	S. No.	Name of the Owner/ Contributor/ Author	IPR No. & Reference	% of Share/ Royalty/Copy Right/Other	Any Special Assignment of Rights	Nationality	Personal & Office Address for Correspondence	Contact No
	i							
	ii							
	iii							
	iv							

12 Names, addresses and nationalities of other persons, if any, authorized to assign or license the rights comprising the copyrights							
S. No.	Name of the Owner/ Contributor/ Author	IPR No. & Reference	% of Share/ Royalty/Copy Right/Other	Any Special Assignment of Rights	Nationality	Personal & Office Address for Correspondence	Contact No
i							
ii							
iii							
iv							
13 If the work is an Artistic work the location of the original work, including name, address and nationality of the person in possession of the work. (In case of an architectural work the year of completion of the work should also be shown)							
S. No.	Nationality & Name of the Owner/ Possessor(s)	Year of Completion of Work	Location of the Work	IPR No. & Reference	Assignment / License No	Personal & Office Address for Correspondence	Contact No
i							
ii							
iii							
iv							
14 Remarks, if any							
15 Name & Authorized Offices of the Institute(s)							
S. No.	Name & Authorized Offices of the Institute(s)	Address, SPOC, Contact No. Mail Id			Signature, Date & Seal		
i							
ii							
iii							

**CMR INSTITUTE OF TECHNOLOGY HYDERABAD**  
**SOFTWARE LICENCE AGREEMENT**  
**(RESEARCH/EDUCATIONAL)**

The agreement is entered on \_\_\_\_\_ Day 1<sup>st</sup> July, 2021 between

CMR Institute of Technology, Kandlakoya, Medchal Dist., Hyderabad-501401, Telangana, India (hereafter referred to as “LICENSOR”)

AND

M/s. \_\_\_\_\_ (Name & Address of Organization/Individual (hereafter referred to as “LICENSEE”).

It is understood that WHEREAS CMRIT-Hyderabad (Licensor) owns certain right, title and interest in the computer program entitled “\_\_\_\_\_”

and relevant documentation (if any), as per CMRIT-Code No. (hereafter referred to as PROGRAM).

WHEREAS, CMRIT-Hyderabad is pleased to release the program for utilization for promoting research and education.

WHEREAS, Licensee desires to procure the Program on non-exclusive basis and has paid the license fees agreeing to the terms and conditions set down below.

WHEREAS, Licensor agrees to grant the necessary licence for promoting and fostering research and education in the public interest.

WHEREAS, Licensor, nevertheless retains all rights of ownership and intellectual property rights of the Program such as patent copyright and other licensing rights as deemed fit from time to time.

WHEREAS, Licensor, declares that no other license, implicit or explicit, is transferred to the Licensee for any other purpose than mentioned herein.

**NOW, the Licensor and Licensee, mutually agree to the following terms:**

1	<b>License</b> (a) CMRIT agrees for granting non-exclusive license to use the Program for research and education. The Licensee is not entitled for any right to distribute the Program to third party and shall use the Program in the _____ location. (b) Licensee agree that the Program shall not be used for commercial purposes and the program will not be coded in another computer language or adapted to deny CMRIT the rights owned by it. (c) Licensor reserves the right to inspect Licensee’s use of the programme to ascertain compliance of Licensee to the agreement. (d) Licensee will obtain permission from CMRIT for using the Program in conjunction with commercially funded research so that CMRIT can consider approval of such use for the enhancement of research and educational objective.
2	<b>License Fees</b> Licensee concerns to pay to CMRIT a fee of _____ as the sole amount mostly as media and other handling overhead costs for making the Computer Programme available.
3	<b>Licensee’s Display Obligation and Licensor’s Post-Delivery Commitments</b> (a) The Licensee will display in all copies of the Programme or its parts the Licensor’s claim of the copyright in the following title: “ <b>COPYRIGHT 2021, CMRIT, ALL RIGHTS RESERVED</b> ” or “ <b>CMRIT-2021 ALL RIGHTS RESERVED</b> ”. (b) Licensee will be given the PROGRAMME on ‘AS IS’ basis and it is not obligatory for Licensor to provide maintenance, updates or clarifications debugging.

	(c) Indemnity: Licensor declares that the Program is in evolutionary research phase and does not guarantee error or bug free code.			
	(d) Licensor will not be subject to any responsibility for the results related to design/product etc. and no staff/faculty associated will be liable to ascertain ability for any damages directly or indirectly caused by the use of the Programme.			
4	On return of the form in duplicate duly signed by the authorized person on behalf of the receiving Institute and advanced payment by cheque, the software, along with user manual, if any, will be dispatched*. The cheque is to be addressed to: "The Director, CMRIT", Payable at Hyderabad.			
5	Name of authorized person of the receiving institution(s)			
	Details of receiving institution(LICENSEE)		Details of Authorizing institution(LICENSOR)	
	Name in BLOCK LETTERS	Signature & Date with Seal	Name in BLOCK LETTERS	Signature & Date with Seal
			Prof. Dr. M. JANGA REDDY, DIRECTOR CMRIT, HYDERABAD	
Note: One copy of the agreement will be made available to the receiving organization.				

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: _____ PAN: _____ Cell No: _____ Email: _____	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: _____

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: