

## MEMORANDUM OF UNDERSTANDING

BETWEEN

**K S SCHOOL OF ENGINEERING AND MANAGEMENT**  
(Department of Electronics and Communication Engineering)

AND

**DIGITAL SHARK TECHNOLOGY**

This Agreement made and entered into on this 27th day of January 2020 between **K S SCHOOL OF ENGINEERING AND MANAGEMENT, Bengaluru- 560109** and **DIGITAL SHARK TECHNOLOGY** (hereinafter called "DIGITAL SHARK TECHNOLOGY" which expression shall include its successors and permitted assignees) with its registered office at No. 888, SLN Complex, Nagarbhavi 2<sup>nd</sup> Stage, Outer Ring Road, Papareddypalya, Bengaluru-560072.

### 1. OBJECTIVES OF THE MOU

The objective of this Memorandum of Understanding is:

- a) to promote interaction between **K S SCHOOL OF ENGINEERING AND MANAGEMENT** and **DIGITAL SHARK TECHNOLOGY** in mutually beneficial areas.
- b) to provide a formal basis for initiating interaction between **K S SCHOOL OF ENGINEERING AND MANAGEMENT** and **DIGITAL SHARK TECHNOLOGY**.

### 2. PROPOSED MODES OF COLLABORATION

**K S SCHOOL OF ENGINEERING AND MANAGEMENT** and **DIGITAL SHARK TECHNOLOGY** propose to collaborate through

- a) Supporting R&D projects, which may be carried out wholly at **K S SCHOOL OF ENGINEERING AND MANAGEMENT**.
- b) Any other appropriate mode of interaction agreed upon between **K S SCHOOL OF ENGINEERING AND MANAGEMENT** and **DIGITAL SHARK TECHNOLOGY**.

### **3. FORMS OF RESEARCH AND DEVELOPMENT PROGRAMS**

The form of any of the said Research and Development Program (hereinafter referred to as "Research Program") will be subject to a separate Research Agreement entered into by the Parties but may also include the following:

**In their own existing facilities** - The performance of research individually by each Party or concurrently by both Parties in mixed groups at their own facilities with regular exchanges of results.

- a. **In a separate research and development facility** - The performance of research by the technical personnel of both Parties working together in the facilities of one Party or in mixed groups at the facilities supported/ sponsored by either Party.
- b. **Third parties** - The performance of research by the Parties together with one or more third parties.

### **4. TECHNICAL AREAS OF COLLABORATION**

The principal technical areas of collaboration between **K S SCHOOL OF ENGINEERING AND MANAGEMENT** and **DIGITAL SHARK TECHNOLOGY** will be as Communications, Signal Processing and Image Processing.

### **5. AGREEMENTS FOR RESEARCH COLLABORATION**

Research undertaken by the **K S SCHOOL OF ENGINEERING AND MANAGEMENT**, the treatment of intellectual property and data rights, including patents, industrial design registration, copyrights and all other proprietary information (including innovations not patented, designs not registered etc.) will be remains to the original inventors and in the college name.

### **6. CONFIDENTIALITY**

- a) During and for a period of three years from the date of disclosure, each party agrees to consider as confidential all information disclosed by the other party in writing or tangible form or, if orally disclosed confirmed in writing within thirty days of disclosure and identified as confidential by the disclosing party.

b) The obligations above shall not extend to any confidential information for which the receiving party can prove that this information:

- is in the public domain at the time of disclosure or comes within the public domain without fault of the receiving party.
- is already known or become known to the receiving party
- is received from a third party having no obligations of confidentiality to the disclosing
  - is independently developed by the receiving party
  - is required to be disclosed by law or court order.

## **7. NON-EXCLUSIVITY**

The relationship of the parties under this MOU shall be nonexclusive and both parties, including their affiliates, subsidiaries and divisions, are free to pursue other agreements or collaborations of any kind. However, when entering into a particular research agreement, the participants may agree to limit each party's right to collaborate with others on that subject.

## **8. TERMS AND TERMINATION**

This MOU, unless extended by mutual written agreement of the parties, shall expire 3 years after the effective date specified in the opening paragraph. This MOU may be amended or terminated earlier by mutual written agreement of the parties at any time. Either party shall have the right to unilaterally terminate this MOU upon 60 days prior written notice to the other party. However, no such early termination of this MOU, whether mutual or unilateral, shall affect the obligations of the participants under any Research Agreement, Confidentiality clause as referenced in clause 6 above, or any other agreement entered into pursuant to this MOU, which obligations shall survive any such termination.

## **9. RELATIONSHIP**

Nothing in this MOU shall be construed to make either party a partner, an agent or legal representative of the other for any purpose.



- (a) **Curriculum:** The College will introduce a lab-based course using TEXAS Instruments, NVIDIA, ALTAIR and RIGOL products in their undergraduate/Postgraduate engineering curriculum. The college will also explore other ways to introduce Virtual Instrumentation in their curriculum. **DIGITAL SHARK TECHNOLOGY** will help the college in framing Course outline and experiment list.
  
- (b) **Hands-on-Workshop:** **DIGITAL SHARK TECHNOLOGY** will organize at least one hands-on-workshop on “Embedded System Design” for students and its faculty members as agreed terms and conditions every year. The College will provide the infrastructure facility for conducting such workshop in the campus. **DIGITAL SHARK TECHNOLOGY** will provide certificates for the participants for workshops powered by TEXAS Instruments Technology.
  
- (c) **Internship:** **DIGITAL SHARK TECHNOLOGY** will shortlist three candidates for internships based on their performance and willingness to work on projects.
  
- (d) **Workshops/Events:** If the College wishes to organize a national event in the area of the MSP430/Wireless Sensor Network, Embedded Systems & IoT, AI/ML, PCB Designing, Signal processing, Image Processing and Communication system **DIGITAL SHARK TECHNOLOGY** will provide speakers.
  
- (e) **Training Programs:** **DIGITAL SHARK TECHNOLOGY** will assist the college in organizing training programs /tutorials on topics related to MSP430 and Wireless Sensor Network. **DIGITAL SHARK TECHNOLOGY** will provide certificates for the participants of such programs.

## 10. ASSIGNMENT

It is understood by the Parties herein, this MOU is based on the professional competence and expertise of each party and hence neither Party shall transfer or assign this Agreement, or rights or obligations arising hereunder, either wholly or in part, to any third party.

### 11. SIGNED IN DUPLICATE

This MOU is executed in duplicate with each copy being an official version of the Agreement and having equal legal validity.

BY SIGNING BELOW, the parties, acting by their duly authorized officers, have caused this Memorandum of Understanding to be executed, effective as of the day and year first above written.

On behalf of  
**K S SCHOOL OF ENGINEERING AND  
TECHNOLOGY  
MANAGEMENT, BENGALURU**

On behalf of  
**DIGITAL SHARK  
BANGALORE**

By : 

By : 

Name : Dr. K. RAMA NARASIMHA

Name : PRASHANTH RAM

Title : Principal/ Director



Title : Chief Marketing Officer.



Date : 27-1-2020

Date : 27-01-2020

**Witness :**

**Witness :**

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1. Dr. Girish A. Athmasud
-   
2. Dr. P. Kasthur

-   
1. Prathima K.T
-   
2. Sabitha L

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