

# Memorandum of Understanding (MOU)

This MOU is between **Abdulkalam Institute of Technological Sciences**, Vepalagadda(V), Sujatha Nagar(M), Bhadradri Kothagudam (Dist), T.S-507120, here onwards referred as party-1, and M/s **Samagra Creative Works** - Hyderabad, here onwards referred as party-2 with a primary objective of "Institute-Industry- Interface" for mutual cooperation and benefit for achieving a harmonious blend from both sides.

Following are the areas where we agreed to work together to achieve the objectives:

# NATURE/SCOPE THE OF WORK Party-1 agrees to provide consultancy work for party-2 in the following areas.

The financials, terms and conditions as discussed with the representatives of party-2 (minutes of the meeting copy enclosed) are to be followed in complete fulfilment.

#### 2. VALIDITY

The agreement is valid for a period as mentioned in the minutes of the meeting enclosed; this comes into effect from the date of signing of this MOU and may be renewed after that period, incorporating mutually agreeable modifications, if any, thereafter. The MOU cannot be withdrawn in the middle of the course, currently in progress. However, either party may withdraw from the agreement by giving a written notice of three months in advance, subject to fulfilment of prior obligations otherwise surviving.

### 3. FORCE MAJEURE

Neither party shall be liable for non-performance either in whole or in part of this MOU due to reasons unforeseen and beyond its control. These reasons shall include and be limited to strikes, lockouts, nationalization, acts of God, war and fire. In that event, the other party will be notified immediately in writing detailing full facts of the case and both parties will undertake to arrive at mutually satisfactory solutions to overcome the difficulties arising out of these circumstances.

## 4. NON-DISCLOSURE

Except in relation to information that is already in the public domain or required by law, or necessary for the performance of its obligations under this MOU and is accordingly disclosed to its respective officers, employees, representatives or agents each Party must not, without the written consent of the other party, directly or indirectly disclose to any other person, use or permit to be disclosed for any purpose other than that contemplated by this MOU, any information that is acquired by it about the other parties affairs under this MOU, or as a consequence of the parties collaboration and must keep all such information strictly confidential and ensure that its officers, employees, representatives and agents keep any such



information confidential. All the material utilized by party-1, including rough work, for the said work should be handed over to the client, i.e. party-2 by party-1. ARBITRATION between both parties shall settle any dispute arising out of any clause of this AGREEMENT through mutual consultations between them. In case a settlement is not arrived at, such dispute(s) will be subjected to provisions of Arbitration & Conciliation Act, 1996. The venue of arbitration shall be in HYDERABAD.

The Memorandum of Understanding (MOU) is made on this 22<sup>nd</sup> September, 2022 at **Abdulkalam Institute of Technological Sciences**, Vepalagadda(V), Sujatha Nagar(M), Bhadradri Kothagudam (Dist), T.S-507120.

For Party-1(College)

Sign:

Name:

Designation:

Designation: Director

For Party

Sign:

Name

In witness thereof 1.

2.

In witness thereof

1.

2.