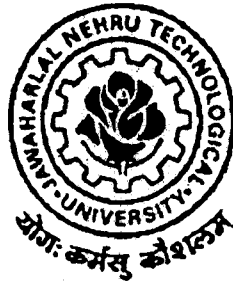


MEMORANDUM OF UNDERSTANDING

Between

BHARAT ELECTRONICS LTD, BANGALORE

And



Jawaharlal Nehru Technological University - Kakinada,
Andhra Pradesh, India.

Established by the Government of Andhra Pradesh, India.

MEMORANDUM OF UNDERSTANDING
between
BHARAT ELECTRONICS LTD, BANGALORE
and
JNTU COLLEGE OF ENGINEERING, KAKINADA

This Memorandum of Understanding (MoU) has been made by Bharat Electronics Ltd., a company organized and existing under the Laws of India and having the registered office at Outer ring road, Nagavara, Bangalore – 560 045, through its unit at Ravindranath Tagore Road, Machilipatnam - 521001 (hereinafter referred to as BEL)

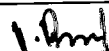
AND

JNT University, Kakinada – 533003, Andhra Pradesh, India, (hereafter referred to as JNTUK);

BEL and JNTUK hereinafter referred to individually as “Party” and collectively as “Parties” as per the context.

- A) WHEREAS, BEL is engaged, inter alia, in the design, manufacture and supply of different types of Communication systems, Radars, Electro-Optics products for use by defence services amongst others;
- B) AND WHEREAS JNTUK one of the renowned Universities formed by Andhra Pradesh State Government Act 30 of 2008 institution that provides quality education and offers several disciplines of Engineering and Technology for undergraduate and postgraduate students and research scholars with good faculty and necessary infrastructure including advanced laboratories and research facilities;
- C) AND WHEREAS BEL is interested developing technical manpower in the field of Electro –optics suitable for the industry in order to improve “Industry – Institute” interaction and Research base for mutual benefit and therefore intends to establish new “Electro-Optics” Lab at JNTUK, cost amounting to Rs 60.00 Lakhs and JNTUK is interested in such a lab to improve the competency levels of the Students at Graduate , Post Graduate & Research Level in the field of Electro-Optics on par with the International institute standards.

JNTUK



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BEL



Now, therefore, it is hereby agreed between the Parties as follows:

1. SCOPE AND METHOD OF PROGRESSING THE MoU:

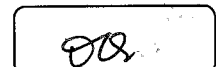
- 1.1 The Parties wish to establish a close cooperative relationship, which will be mutually beneficial, in the field of Education. Research and Development in Electro-Optics through establishment of a new "Electro-Optics" Lab at JNTUK, cost amounting to Rs 60.00 Lakhs.
- 1.2 BEL will establish an Electro-Optics Lab at JNTUK campus and complete the activity of installation & commissioning of the Lab Equipment in a period of around 6 months from the date of signing of this MOU.
- 1.3 JNTUK will provide the necessary infrastructure for establishment of such Lab and the required manpower for the laboratory. JNTUK will ensure maintenance of the laboratory and the Lab Equipment.
- 1.4 JNTUK agrees to introduce optional subjects related to Electro-Optics in the B.Tech. Graduate Course starting from 2009-10 Academic year and continue for offering such courses for a period of 10 years. Further, JNTUK will also start M.Tech. Post Graduate Course in Electro-Optics in a phased manner using the laboratory facility so established. JNTUK agrees to provide copy of reports on projects related to Electro-Optics taken up in M.Tech./Research level to BEL.
- 1.5 JNTUK will also take up projects related to Electro-Optics sponsored by BEL in M.Tech./Research level as mutually agreed. JNTUK shall ensure confidentiality of such sponsored project information and shall not divulge such information to any third party without the prior written consent of BEL. However, such information can be used by JNTUK for academic research and teaching.
- 1.6 BEL personnel shall have access to the Electro-Optics Lab during period convenient to JNTUK.
- 1.7 BEL will provide need based training to JNTUK faculty in the Equipment operation for teaching purpose besides training provided by OEMs of the Equipment.

JNTUK



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BEL



2. NOTICES AND CONTACTS

All queries on technical matters and correspondences concerning the technology demonstration research projects shall be referred to:

The Registrar, JNTUK, Phone No. 0884-2300900; Fax No. 0884-2300901 and General Manager, Machilipatnam, BEL, Phone No.: 08672-222582 ; Fax No.: 08672 – 222640.

Notices shall be sent by hand delivery, courier, or facsimile.

3. PROGRESS MONITORING

The progress of the tasks shall be monitored and reviewed by the General Manager, Machilipatnam, BEL in consultation with the Registrar, JNTUK.

4. EFFECTIVE DATES AND TERM

- This MoU shall take effect upon its execution by the authorized representatives of JNTUK and BEL and shall be in effect for a period of 5 years which can be extended on a mutually agreed basis.

5. OTHER MATTERS

- 5.1 This MOU is not intended to constitute, create, give effect to or otherwise contemplate a joint venture, partnership, or formal business entity of any kind and the rights and obligations of the Parties shall not be construed as providing for a sharing of profits or losses arising out of the efforts of either of the Parties except as may be provided for in any future contract.


- 5.2 Each Party shall bear its own costs incurred in the performance of this MOU.
- 5.3 Neither Party to this MOU will have any rights or obligations arising from or in relation to this MOU in excess of those rights and obligations expressly declared herein.
- 5.4 Neither Party to this MOU is entitled to sell, assign or otherwise transfer any of its rights and/or obligations arising from or in relation to this MOU to any third party, without the prior written agreement of the other Party to this MOU.
- 5.5 Each Party shall be solely responsible for its own actions or failures to act and for its own commitments and undertakings. Neither of the Parties shall present itself as the representative or agent of the other Party, nor shall it have the power or the authority to commit the other Party, unless it receives the other Party's prior written consent.
- 5.6 No release shall be made by either Party to the news media or the general public relating to this MOU and/or the subject matter thereof without prior written approval of the other Party, which approval shall not be unreasonably withheld. The Parties further agree that news releases made by either of them shall recognize the participation and contributions of the other Party.
- 5.7 If there is any other matter not covered by this MoU or if there are differences in the interpretation of the terms and conditions of this MoU, the Parties shall agree to make best efforts to resolve these matters.

5.8 This document contains the entire agreement between the Parties and supersedes any previous understanding, commitment or agreement, oral or written with respect to the subject matter thereof. No alteration or amendment to this MOU shall be effective unless in writing and signed by the Parties

IN WITNESS WHEREOF, the parties have designed two original copies of this MoU to be signed by their duly authorized officers or representatives as of the date stated above.

For and on behalf of :
JNT University, Kakinada

For and on behalf of :
Bharat Electronics Ltd

Signature :  _____

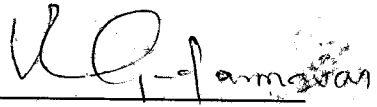
Signature :  _____

Name : Dr. V Ravindra
Title : The Registrar, JNTUK
Date : 12-04-2009

Name : I.V. Sarma
Title : Director (R&D), BEL
Date : 12-04-2009

Witness

Signature :  _____

Signature :  _____

Name : Dr. E. Prasanna
Title : Pro-vice-Chancellor
JNTU, Kakinada
Date : 12-04-2009

Name : Vijay Gundannavar
Title : General Manager, BEL,
Machilipatnam
Date : 12-04-2009