



INCUBATION CENTER

A JOINT COLLABORATIVE PROGRAM

MEMORANDUM OF UNDERSTANDING BETWEEN

The Blackbuck Engineers & Company
5-124/1, Chandanagar, Hyderabad – 500050
SRT 885, Sanathnagar, Hyderabad – 500018
www.theblackbucks.com

AND

Vignan University
Vadlamudi
Guntur Dt
Andhra Pradesh



CONFIDENTIALITY STATEMENT AND NOTICE REGARDING OBLIGATIONS AND CONDITIONS

Confidentiality

All information contained in this document is strictly confidential and is provided for the use of VIGNAN UNIVERSITY CSE & IT departments and shall not be divulged to any third party without prior written consent from Blackbucks.

Obligations and Conditions

Neither Blackbucks nor VIGNAN UNIVERSITY has any legal obligation with respect to this document, other than the confidentiality obligation. In the event that any statement or assumption within this document changes or is incorrect, Blackbucks reserves the right to revise any portion of this document accordingly.

Implementation of any services detailed in this document is subject to applicable regulations in force on the date services are to be implemented.

The Blackbuck Engineers & Company, 5-124/1, Chandanagar, Hyderabad, India (hereafter referred to as Blackbucks and Vignan's University hereafter referred to as Vignan agree that the encouragement and development of co-operation and exchange of innovation and technology development in areas of mutual interest would be desirable. Both parties wish to expand the basis for partnership and co-operative agreement to begin services in terms of providing industry projects and promoting technology awareness in the college through training.

Article 1: The general purpose of this Memorandum of Understanding is to develop and carry out collaborative activities in furtherance of the common interest of Blackbucks and Vignan, as set forth in Article 2.

Article 2: The scope of the collaboration included in this Memorandum of Understanding includes but is not confined to the following categories:

The Roles and Responsibilities of Hosting Institution (Vignan):

1. To provide required space and infrastructure to conduct activities proposed in the model. (The details of the required infrastructure are attached in annexure I).
2. To provide sufficient access to various Laboratory equipments.
3. MTech students of both the years need to be involved so that the continuation of project will not be disturbed as one class passes out.
4. Designate faculty responsible to support this activity.
5. To motivate its staff members to actively participate in the activities proposed by Blackbucks and to suggest us ways to implement this initiative in a better way.
6. To monitor and generate feedback reports on the activities for the betterment of the program.
7. To enable Blackbucks to use the premises allocated for this activity for the proposed research and development activities from the date of commencement of operations.
8. To ensure NDA (Non disclosure agreement) is implemented to strict measures.
9. To ensure project delivery is on time as per the schedule.

The Roles and Responsibilities of Blackbucks:

1. NFCL account on your campus- Blackbuck has recently entered into software development contract with NFCL. As the relation is about to start, our view is that NFCL account is the best to start as a partnership venture with Vignan University. The current project is a minor project but is a starting point for a long term partnership. We foresee a huge pipeline of projects from NFCL account.
Or
Product Development of your choice - Blackbuck encourages students/faculty/management/innovation council to suggest products for development and market. The suggestions need to be prioritized after a feasibility study and project report on expenses and timeline. More details are given in Appendix 1.
2. All computer science and IT students will be introduced to latest technologies with the help of the department as per Appendix 2.
3. To provide schedule to the designated authority.
4. To monitor, guide and help students in technical aspects.
5. For training to all the four years of UG & two years of PG :
 - a. To work out a schedule as per Appendix 3 to review success of the project.
 - b. To develop required documentation and material for carrying out this activity. The material includes all the required content for execution of projects and other R&D activities.
6. To provide required manpower (PM and 2 developers) for carrying out the activities, including suggesting part-time professionals to train students working in the lab to attain standard conformance.

Note: The above mentioned areas of work will be coordinated by our technical team and implemented with the help of staff, students and the resources allocated towards such activity development from the Hosting Facility.

Issues related to Technology Developed, IP and Patents at the centre

1. Any Technical activity /idea /project proposed / implemented at the Blackbucks Development Lab, can be published on mutual acceptance between VIGNAN UNIVERSITY and Blackbucks
2. Any product (application, idea, and proposed project) out come from the Lab can be implemented, transferred or marketed for the benefit of VIGNAN UNIVERSITY only after mutual consent from both the parties.
3. Either parties can publish in any journals or discuss in any seminar about the technology developed at the centre by informing to each other.

Article 3

In order to implement the aims and purpose of this Memorandum, the following is mutually understood and agreed:

1. Both Blackbucks and VIGNAN UNIVERSITY will appoint coordinators for the development and management of any joint activities.
2. Proposals for collaborative work under this Memorandum will be submitted through these coordinators.
3. Reporting
 - a. A plan will be set by the team for the entire term with the help of departments. A calendar will be published to that effect.
 - b. A daily status report of activities will be sent by the PM to the board or council.
 - i. A board is formed with Anuradha Thota, Rector Mr. Ramamoorthy and designated faculty member for review propose.
 - c. A weekly status report will be sent to the board and faculty members
 - d. Similarly, Monthly, Quarterly and Annual status report will be sent
 - e. A tele conference / skype meeting every fortnight to evaluate progress of the project, mission and success criteria. Suggestions need to be incorporated and followed up in the subsequent meetings.
 - f. A meeting in person every quarter. In the first quarter there will be a monthly meeting.
4. Individual programs of work under this Memorandum will be jointly planned and conducted through these local coordinators.
5. The coordinators will be responsible for the preliminary evaluation of proposals for activities under this Memorandum according to the normal practices of the respective parties.

Article 4

1. This Memorandum will come into force on the date of its signature by both parties and will be valid for a period of three years. s
2. This Memorandum may only be amended by mutual agreement of both parties.
3. Reviews of the operation of this Memorandum will be held every year with the aim of enhancing its effectiveness.
4. This Memorandum may be terminated by either party at any time provided that the terminating party gives written notice of intention to terminate at least three months prior termination.
5. From the date of signing this Memorandum, Blackbucks and VIGNAN'S UNIVERSITY can publish about this collaboration. However the copy of the same should be as per the articles discussed in this Memorandum.
6. Any disputes regarding this Memorandum in the period of operation are subjected to Hyderabad jurisdiction only.

Terms and Conditions

1. The training will be rigorous and hence the students and the staff should be very well motivated.
2. Access to meeting rooms should be provided to the team
3. We recommend the projects are not tied to academic requirements and deadlines.
4. If any new project required purchase of software it is responsibility of VIGNAN'S UNIVERSITY to purchase the software unless the software is sponsored by client. (Usually this is set in estimation and quotation)

5. Leave and holiday calendar will be different from the university guidelines. Access to premises for staff and students under the program during university holidays should be normal
6. In case of new product development, other departments need to provide their cooperation. Ex: Medical device development (Software (CSE), Embedded Systems (ECE), Fabrication (Mechanical), Marketing and Collateral Development (MBA, EDC))
7. Accommodation for our project managers and personnel for three months till they find their own accommodation, subject to availability.

Commercials

All revenues and expenses will be accounted to the joint entity.

- **Joint Revenues will be as follows:**
 - For BTech students of CSE and IT departments: Rs. x/- per student per semester.
 - For MTech students training and delivery of R&D project including paper publications and project development without plagiarism costs Rs.x/- per student.
 - All the projects executed as part of the project, has revenue belonging to the joint entity
- **Expenses**
 - Project team from Blackbuck: 1 PM, 2 developers will be accounted for overall human resource expenses. The project team will be increased / decreased depending on the projects earned for the joint entity.
 - Expenses on hosting international seminars, publications, industry tours, travel of students for paper presentation will be charged to the joint entity.
 - Sales and marketing expenses from Blackbuck management will not be charged to the joint entity.
 - Accounting services of CMR may be used.
 - Any travel related to the entity or project team, student implementation team travel to the client place and related boarding and lodging expenses need to be borne by joint entity and after approval from the board
 - Procurement of hardware and real estate do not count under expenses.
 - Any expenses should be approved by board.
 - Any property thus purchased after board approval using the income generated by program is a joint property.
 - Board approval rights are 50:50, meaning both the parties (Blackbuck through MD, CMR through designated person as mentioned in MoU) should compulsorily agree to approve.
 - Intellectual properties, advertisements, marketing material are joint property. Intellectual Property will be joint property. Publications, awards, rewards, recognition and prizes will give due credits to the joint entity and will be publicized after approval from the board
- Any hardware thus purchased is property of VIGNAN'S UNIVERSITY
- Faculty development program and training programs will not be charged separately. Any incidental expenses or per diem in case of external faculty is charged accordingly.
- We make every effort to make the department profit generating through innovative projects, consulting and R&D. The profit / revenue thus generated will be shared in proportion 70:30. 70% share to Blackbuck and 30% share to VIGNAN UNIVERSITY.
- The above terms and conditions can be changed on mutual agreement by both the parties.
- Term: The agreement is applicable for 3 years unless dispute arises wherein the withdrawal has to be agreed by both the parties or settled in the court of law, subject to Hyderabad jurisdiction.
- If in any case one of the parties decides to / forced to withdraw from the program, the withdrawal can happen only at the end of completion of a semester and related accounts are settled to satisfaction of both the parties.

APPENDIX 1:

Common working infrastructure with:

- Desktops / lab access to student laptops with minimum 4 GB RAM (Latest technologies are not working below this configuration)
- Open source software installed. Blackbuck is responsible to bring software, know how and installation capability of all open source software.
- Cloud access to server and hosting will be provided by Blackbuck for development purposes.
- Wifi and Broadband internet access to all desktops / laptops. Access privileges are set by our technicians and is awarded only after proper documentation
- A land line extension facility
- Access to fax
- Access to Blackbuck staff to common areas in the campus including library and canteen
- Security / physical access to the lab needs to be implemented by the University unless it is to the senior management. External hard disks will not be allowed.
- All activities in the lab will be monitored.
- White board
- Access to projector when needed
- For motivation of the students who are selected, a new identity card indicating joint entity and a sort of achievement, would be good to implement

APPENDIX 2:

	I year	II year	III year	IV year	MTech
Workshop / Training Program					
Business Analytics					
ERP					
Big Data and Hadoop / Weka					
Internet of Things					
Smart Cities					
Private Cloud Setup					
Android development / iPhone app dev					
Automated Testing Methodologies					
Software Engineering					
Sharepoint					
Salesforce					
Wireless Sensor Network					
3D Printing					
Ethical Hacking					
NS2 - Networking					
Encryption/ Decryption					

APPENDIX 3

	I year	II year	III year	IV year	MTech
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National Seminars				1	1
Workshops	2	2	2	2	2
Complete end-end projects	2 per group of students	2 per group of students	2 per group of students	1 per group of students	1 per student 100%
Paper Presentations			2		5
Publications					100% From all students. Impact factor to be discussed with faculty. Plagiarism free through Turnitin
R&D labs					1 Lab with the above described technologies
Incubation center project execution and implementation				Selected groups	Selected students
Faculty training program	In listed technologies and project management – 3 (for different groups of faculty. Other departments are welcome)				
Media coverage	1 per year on Newspaper / TV for innovative models developed by students.				
Industry Tour	An opportunity for selected group of students to visit huge campuses of the industry and interact with the employees (2 per year)				

ABOUT BLACKBUCKS

“Any sufficiently advanced technology is indistinguishable from magic.”

Blackbuck Engineers & Company is founded in such spirit. We are passionate about high technology and **futuristic R&D projects**. Our strength lies in multi and **interdisciplinary** capabilities across engineering disciplines and functional modules. Blackbuck employs engineers who have research focus, strong at engineering design. Our staff includes more of Masters and Ph.D. level engineers. Blackbuck is passionate about pushing the limits of world-class technology, so our customers can turn their dream into beautiful design concepts and then into successful, innovative products.

We operate in two divisions:

Blackbuck R&D labs - Blackbuck R&D labs aims at raising the bar in engineering education in India. Blackbuck is into R&D and real-time application development services to Engineering students. We transform ideas of the students into reality and if we could manage to get investments for any of the products, the revenues are shared with the college and students.

Blackbuck Engineers - By virtue of working in R&D in academia we have gained expertise in latest, cutting edge technologies. Our methodologies are meticulous and research-oriented. We work on various technologies that include Big Data, IoT, Web application and mobile application development and Engineering Design and Analysis Services.

In our endeavor to establish a global standard organization, we are now operational in UK. Looking forward to establish our presence in US and Australia in 2015.

Blackbuck Incubation Center

The mission of Blackbuck incubators is to:

- Technology know how on latest in the market
- Project delivery for every semester for every student
- Train the next generation of technology entrepreneurs
- Create successful technology ventures and
- Connect the college with organizations.

You can utilize our program to commercialize and produce tangible results. This program surely is a sign of top engineering and science colleges, and helps gaining national reputation.

- VIGNAN UNIVERSITY should not enter into direct agreement with any of our customers / corporate / public sector / government or any other accounts that Blackbuck has setup and operated as a joint entity on VIGNAN UNIVERSITY campus
- VIGNAN UNIVERSITY should not directly or indirectly hire / contract our employees.

Blackbuck Engineers and Company

By: Anuradha Thota
Name: Anuradha
Title: CEO
Date: 19/10/15

VIGNAN'S UNIVERSITY

By: [Signature]
Name: C. Thangaraj
Title: _____
Date: 19/10/15



NON-DISCLOSURE AGREEMENT

This Agreement is entered into as of 19th day of October, 2015 by and between **Blackbuck Engineers Pvt. Ltd. (represented by authorized signatory Mrs. Anuradha Thota)**, having its registered office at 5-124/1, Chandanagar, Hyderabad, India (hereinafter referred to as "Blackbucks") and **Vignan's University**, represented by _____ here in after referred to as Vignan both of which may hereinafter be referred to collectively as the "Parties."

The Parties wish to engage, for their mutual profit, in discussions in which either party may disclose to the other technical and business information which may include valuable intellectual property. In order to assure the confidentiality of this information and the protection of the intellectual property it may include, the Parties agree as follows.

1. Definitions

- 1-1 "Confidential Information" means all information disclosed by a disclosing party to a receiving party whether communicated in written, oral, graphic, electromagnetic or any other form, including pictures, drawings, specifications, plans, data, notes, reports, trade secrets, concept, business idea, know-how and other proprietary information, and which:
1. has been kept in secret and treated with reasonable care to a certain degree at the disclosing party,
 2. the receiving party does not already possess without any obligation of confidentiality,
 3. if disclosed in tangible form, is clearly marked as confidential,
 4. if disclosed orally or visually, the disclosing party designates as confidential at the time of disclosure and summarized in writing of the confidential nature of such disclosed information within ten (10) days after the disclosure.
- 1-2 "Business Purpose" means to hold exploratory discussions potentially leading a business relationship with a Vignan. Between Blackbucks and Vignan, Vignan shall be treated as solution development partner by Blackbucks.

2. Exceptions

No information shall be deemed to be Confidential Information if it:

- (a) is or becomes publicly available without breach of this Agreement by the receiving party,
- (b) is released for disclosure by the disclosing party with its written consent,
- (c) is known by the receiving party prior to the disclosure,
- (d) is rightly received by the receiving party from a third party without confidential limitations,
- (e) is disclosed by the disclosing party to a third party without restriction on disclosure,
- (f) is independently developed by the receiving party with no access to Confidential Information.

3. Use of Confidential Information

- 3-1 The receiving party shall use Confidential Information solely for the agreed Business Purpose.
- 3-2 The receiving party shall stop using the Confidential Information as soon as the Business Purpose is complete or ceased.
- 3-3 The disclosing party shall give to the receiving party a written request of return and /or disposition of Confidential Information upon completion or cease of the Business Purpose, and the receiving party shall return to the disclosing party or destroy all Confidential Information and copies within ten (10) days of receipt of such request.

4. Obligations

- 4-1 Neither party shall disclose any Confidential Information of the other party to any third party other than employees, officers, directors, agents, lawyers of itself, parent company and parent company's subsidiaries on a need-to-know basis. For the purpose of this agreement, a parent company means an entity who takes control of either party by holding more than 50% of shares of outstanding stock, a subsidiary means an entity whom either party takes control by holding more than 50% of shares of outstanding stock.
- 4-2 The receiving party shall make no copies of Confidential Information than are necessary for using Confidential Information effectively for the Business Purpose.
- 4-3 The receiving party shall use the same degree of care to maintain the disclosing party's Confidential Information in the receiving party's possession secret as used in maintaining its own proprietary and/or Confidential Information as secret, but always at no less than a reasonable degree of care.
- 4-4 In the event the receiving party is requested to disclose any Confidential Information pursuant to the requirements of a governmental agency or operation of law, the receiving party shall give the disclosing party reasonable advance notice so that the disclosing party may contest such requirement of disclosure and/or take necessary actions to protect such Confidential Information.

5. Ideas, business rules, designs, programs, architecture plan, algorithms, packages, business content, manuals, and any other related material developed, fabricated, manufactured or produced in which it is not in public domain or existing with Blackbucks already and are solely created for this purpose of this engagement shall belong to Blackbucks and that these objects shall not be used either in full or in parts by Blackbucks for any other party in the development of similar products.

6. Further Agreements

This agreement shall not obligate either party to enter into any further agreements or to proceed with any possible relationship or other transactions.

7. Remedy and Relief

The Parties each acknowledge and agree that due to the unique nature of the other's Confidential Information, there may be no adequate remedy at law for any breach of their obligations hereunder, which breach may result in irreparable harm to the other, entitling the other to appropriate injunctive or other equitable relief, in addition to whatever remedies the other might have at law. In the event that any litigation or other proceeding, in equity or at law, is entitled to receive a sum as and for its reasonable attorney's fees, court costs and expenses incurred in the pursuit or defense of said litigation in addition to such other relief as may be awarded.

8. Survivability

Should any provision of this Agreement be determined to be overbroad and therefore unenforceable, such provision shall be redrafted in order to narrow its scope to the extent necessary to make the provision reasonable and enforceable. If the scope of the provision cannot be narrowed to such an extent that the provision will become enforceable, such provision shall be severed from this Agreement and the remainder of the Agreement shall continue in full force and effect.

9. Term

- 9-1 This Agreement is effective as of the date first above written and will continue to be effective until (a) the third anniversary, or (b) the day the Business Purpose is complete or ceased, whichever comes earlier, or (c) the day of notice of termination by either party with one month notice
- 9-2 Notwithstanding 9-1, the obligations of the receiving party concerning confidentiality shall deem never terminate following the date this agreement is signed.

10. Jurisdiction

The jurisdiction is restricted to Courts in Hyderabad, in case of any dispute or litigation.

Notices served by either party on other party via registered post to the addresses mentioned in this document will be deemed to have served.

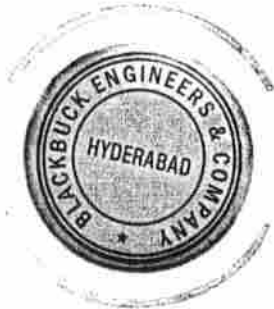
11. Entire Agreement

This Agreement shall be construed in accordance with the governing laws of India. This Agreement represents the entire agreement of the parties hereto pertaining to the subject matter of this Agreement, and supersedes any and all prior oral discussion and/or written correspondence or agreement between the parties with respect thereto.

12. Counterparts

This agreement may be executed in counterparts, each of which shall be identical and which, taken together, shall constitute one and the same instrument.

Accepted on behalf of the company: Blackbuck Engineers Pvt. Ltd.		On behalf of Vignan University	
Name (Block Letters)	ANURADHA THOTA	Name (Block Letters)	C. THANDARAJ
Designation	Chief Executive Officer	Designation	
	Email: anuradha.thota@theblackbucks.com Phone:+91-9000701020		
Signature	<i>Anuradha</i>	Signature	<i>Chandras</i>
(dd-mm-yyyy)	12-Oct-2015	(dd-mm-yyyy)	12/10/15



VICE-CHANCELLOR
VIGNAN'S FOUNDATION
FOR SCIENCE, TECHNOLOGY AND RESEARCH
(Declared to be Deemed University U/S 3 of UGC Act 1956)
VADLAMUDI-522 213.
A.P. INDIA

