



NARSIMHA REDDY ENGINEERING COLLEGE

(Sponsored by Jakkula Educational Society)

(Approved by AICTE, New Delhi & Permanently Affiliated to JNTUH, Hyderabad)

An ISO 9001-2008 Certified Institution

MEMORANDUM OF UNDERSTANDING

This MEMORANDUM OF UNDERSTANDING (hereinafter referred to as MOU) is by and between NARSIMHA REDDY ENGINEERING COLLEGE Maisammaguda, Dhulapally, Kompally and UNI SYSTEMS Vivekananda Nagar colony, Kukatpally, Hyderabad. This MOU will be effective on the date of the last signature by the authorized officials of the two parties.

WITNESSETH:

NOW THEREFORE, for the purpose of promoting the increase of useful knowledge, and in consideration of the mutual promises and covenants herein contained, the parties hereto agree as follows:

1. BASIC UNDERSTANDING AND OBJECTIVES:

1.1 UNI SYSTEMS and the NARSIMHA REDDY ENGINEERING COLLEGE have a mutual desire to develop and execute education and research projects under this MOU.

1.2 Projects will be planned jointly by representatives of UNI SYSTEMS and the NARSIMHA REDDY ENGINEERING COLLEGE. Both parties entering this MOU anticipate a continuing effort. Projects will be identified individually as Task Orders under this MOU, and all conditions established in the MOU shall apply to each Task Order. The Task Orders may contain additional terms as necessary and agreed upon by UNI SYSTEMS and the NARSIMHA REDDY ENGINEERING

COLLEGE. Funding for specific Task Orders or other mutually agreed upon financial terms for these Task Orders shall be based on mutually approved individual work plans and accompanying budgets. Each Task Order will contain project "Special Conditions" and project details, such as project investigators, purpose, scope of work, schedule, the implementation ability and characteristics of the research, and other items.

2. OBLIGATIONS OF UNI SYSTEMS

2.1 UNI SYSTEMS shall pay each individual project under this MOU, as mutually agreed to according to the details of each Task Order.

2.2 UNI SYSTEMS shall assist NARSIMHA REDDY ENGINEERING COLLEGE personnel in data collection or other services where there is mutual agreement between the parties as specified in individual Task Orders.

2.3 UNI SYSTEMS shall furnish the NARSIMHA REDDY ENGINEERING COLLEGE with information in the possession of UNI SYSTEMS that has a bearing upon the project agreed to in the individual Task Orders.

3. OBLIGATIONS OF NARSIMHA REDDY ENGINEERING COLLEGE

3.1 The NARSIMHA REDDY ENGINEERING COLLEGE will design, in cooperation with UNI SYSTEMS, and execute the specific and mutually agreed upon individual projects as approved in Task Orders to this MOU.

3.2 The NARSIMHA REDDY ENGINEERING COLLEGE shall consult with UNI SYSTEMS whenever a change in protocol becomes necessary and to furnish an approved revised work plan for the affected individual Task Order.

3.3 Unless specified differently in an individual Task Order, the NARSIMHA REDDY ENGINEERING COLLEGE shall furnish to UNI SYSTEMS a periodic letter of progress (based upon the individual Task Order schedule, and furnish an annual report in a mutually agreed upon electronic format for all active Task Orders. The annual report shall be prepared at an executive summary level and

should include data, interpretations, evaluations, and conclusions drawn from the data.

4. COMPENSATION

4.1 Each Task Order is to specify a maximum not to exceed amount or other mutually agreed upon financial terms to be paid to the NARSIMHA REDDY ENGINEERING COLLEGE by UNI SYSTEMS for the specific project as mutually agreed.

4.2 Unless stated otherwise in the individual Task Orders, invoices and payments on Task Orders are to be made not more frequently than monthly. Prior to payment by UNI SYSTEMS, invoices will be reviewed for acceptance and approval

4.3 UNI SYSTEMS will process for payment to University, all invoices within 30 days of receipt.

4.4 In no event will the total payments exceed the amount of the Task Order price without prior written approval and authorization by UNI SYSTEMS.

4.5 The NARSIMHA REDDY ENGINEERING COLLEGE shall submit a final voucher for Task Order's within 90 days of completion of the individual Task Order. The final payment will be made only after acceptance of a final report and/or other deliverables as specified and agreed to in the individual Task Order.

4.6 Payments to the college are to be made to "NARSIMHA REDDY ENGINEERING COLLEGE" and sent to:

Narsimha Reddy engineering college

Maisammaguda,dhulapally,kompally

Secunderabad-500014.

5. CHANGES TO MEMORANDUM AND TASK ORDERS

5.1 A change to the terms of the MOU shall be valid only if the change is made in writing and executed by the NARSIMHA REDDY ENGINEERING COLLEGE and UNI SYSTEMS. Changes to the terms of a Task Order shall be valid only if the change is made in writing and mutually agreed to by the NARSIMHA REDDY ENGINEERING COLLEGE and UNI SYSTEMS.

6. DURATION AND TERMINATION OF MOU AND TASK ORDERS

6.1 **Duration of MOU:** The MOU shall remain in effect from the date of execution until terminated by either party.

6.2 **Duration of Individual Task Orders:** Task Orders issued under this MOU shall be for the period specified in each Task Order and renewable upon mutual agreement of the NARSIMHA REDDY ENGINEERING COLLEGE and UNI SYSTEMS. Individual task Orders having an effective date within the current period of the MOU may extend beyond the termination date of the MOU and the terms of the MOU shall be in force for the duration of that Task Order.

6.3 **Mutual Termination:** Circumstances may arise in which both parties wish to terminate their performance of the MOU or of any individual task Order. If both UNI SYSTEMS and the NARSIMHA REDDY ENGINEERING COLLEGE agree to terminate the MOU or Task Order, no new charge/costs can be made to the MOU or project from the mutually agreed upon termination date forward. After the termination date both parties will have 90 days to close out accounts and projects.

6.4 **Non Mutual Termination:** Circumstances may arise when one of the parties seeks to terminate the MOU or a Task Order. Either party may terminate this MOU or Task Order for cause without the agreement of the other.

6.5 If the NARSIMHA REDDY ENGINEERING COLLEGE wishes to terminate the MOU or a task Order, it shall advise UNI SYSTEMS in writing to:

UNI SYSTEMS, Vivekananda nagar, kukatpally, Hyderabad-500072.

Ph:+91 9985665533,9866889368.

E-mail:unisystemshyd@gmail.com

6.6 If UNI SYSTEMS wishes to terminate the MOU or a Task Order, it shall advise the NARSIMHA REDDY ENGINEERING COLLEGE in Writing to:

NARSIMHA REDDY ENGINEERING COLLEGE

Maisammguda ,dhulapally,kompally,

Secunderabad-500014.ph:040-23292455

Telifax: 040-23792454, mobile: 9000995454.

6.7 Within 30 days after receipt of a request from either party for termination of the MOU or a Task Order, the other party will provide an appropriate written response. The two parties shall agree upon the termination conditions, including the effective date (which shall be 60 days after the two parties agree to termination). The NARSIMHA REDDY ENGINEERING COLLEGE shall not incur new obligations for the terminated portion after the effective date and shall cancel as many outstanding obligations as possible. UNI SYSTEMS shall allow full credit to the NARSIMHA REDDY ENGINEERING COLLEGE for any non-cancelable obligations properly incurred by the NARSIMHA REDDY ENGINEERING COLLEGE prior to termination. In no event shall UNI SYSTEMS be liable for any cost or charge actually incurred after the effective date of termination.

7. PUBLICITY AND ACADEMIC FREEDOM

7.1 No press release, nor any other written statements, in connection with work performed under this Agreement intended for use in public media shall be made by either party without the other party's consent, which shall not unreasonably be

withheld. In any such statements, the parties shall describe the scope and nature of their participation accurately and appropriately.

7.2 The parties acknowledge the subject matter of the Program and resulting reports can involve scientific and technological innovations in which the owner has a proprietary interest.

7.3 Subject to the provisions of this MOU, UNI SYSTEMS or NARSIMHA REDDY ENGINEERING COLLEGE shall have the right to publish or otherwise publicly disclose information it develops in the performance of this Agreement. NARSIMHA REDDY ENGINEERING COLLEGE shall have the final authority to determine the scope and content of any of its publications.

8. INDEPENDENT CONTRACTOR

8.1 Each party shall be deemed to be and shall be an independent contractor of the other and, as such, neither party shall be entitled to any benefits applicable to the employees of the other.

8.2 Neither party is authorized or empowered to act as agent for the other for any purpose and shall not on behalf of the other enter into any contract, warranty, or representation as to any matter. Neither shall be bound by the acts or conduct of the other.

9. GENERAL

9.1 This MOU constitutes the entire and only MOU between the parties, and all prior negotiations, representations, agreements, and understandings are hereby superseded. No agreements altering or supplementing the terms hereof may be made except by means of a written document signed by the duly authorized representatives of the parties.

9.2 Any notices required by this MOU shall be given by prepaid, first class, certified mail, return receipt requested, addressed in the case of the college:

NARSIMHA REDDY ENGINEERING COLLEGE

Maisammguda ,dhulapally,kompally,

Secunderabad-500014.ph:040-23292455

Telifax:040-23792454,mobile:9000995454.

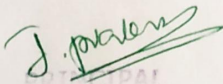
Orin the case of the UNI SYSTEMS:

UNI SYSTEMS,Vivekananda nagar,kukatpally,Hyderabad-500072.

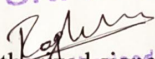
Ph:+91 9985665533,9866889368.

E-mail:unisystemshyd@gmail.com

Agreement signed in English in India on 16/3/12 by:


PRINCIPAL
NARSIMHA REDDY ENGINEERING COLLEGE
Maisammguda (V), Medchal (M),
R.R. Dist. Hyderabad-500 014
(Authorized signatory)

Narsimha Reddy Engineering College

For UNI SYSTEMS

(Authorized signatory)

unisystems