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Date: 18 JAN 2025, 04:44 PM
Purchased By:
N.SHIYAM BABU
S/o NAGARAJU
R/o HYD
For Whom
ASTRA MICROWAVE PRODUCTS LTD

P LAXMIKANTH REDDY
LICENSED STAMP VENDOR
Lic. No. 16/09/082/2012
Ren.No. 16-09-028/2024
Flat No 403 Sai Sunder Tower
Lic Colony West Marredpally
Secunderabad
Ph 9246371455

MEMORANDUM OF AGREEMENT

This Memorandum of Agreement (MoA) is made and entered into on this 12th day of February 2025, by and between:

University College of Engineering, Osmania University (hereinafter referred to as "First Party" or "University"), located at Osmania University Campus, Hyderabad, Telangana, 500007, India,

AND

Astra Microwave Products Limited (hereinafter referred to as "Second Party" or "Astra"), having its registered office at Astra Towers, Survey No. 12(P), Kothaguda Post, Kondapur, HITEC City, Hyderabad, Telangana, INDIA – 500084.

This MoA establishes a collaborative relationship between the University (First Party) and Astra Microwave Products Ltd (Second Party) to foster advancements in technology and research. It aims to provide opportunities for utilizing University's facilities for learning and development of Astra's employees and develop tailored course curricula to meet Astra's training requirements. The collaboration will also promote mutual knowledge exchange, training programs, and innovation initiatives.

PRINCIPAL
University College of Engineering
Osmania University, Hyderabad
TELANGANA STATE - 500007.

For Astra Microwave Products Ltd.

S. Gurunatha Reddy
Managing Director

The MoA seeks to enhance industrial exposure for faculty and students of the University while providing Astra with access to advanced theoretical and practical insights. Internships will be offered to interested students from the University, allowing them to work on projects at Astra's operational sites. These internships will ensure real-world learning and skill development without any lien or obligation towards employment with Astra.

Neither party is obligated to agree to a minimum number of activities under this MoA, ensuring flexibility and prioritization of mutually beneficial initiatives.

1. Areas of Collaboration: The parties agree to collaborate on the following areas:

- 1.1. Research and Development:** The collaboration will include joint research projects in fields of mutual interest such as telecommunications, microwave engineering, and emerging technologies. Efforts will be made to align research outputs with global standards and industry requirements. Innovation projects leveraging advanced technologies will be facilitated with mutual consent on usage and exploitation rights.
- 1.2. Learning and Development:** Customized training programs will be designed for Astra employees, utilizing state-of-the-art facilities and pedagogical methods. Access to University laboratories, libraries, and infrastructure for employee training and upskilling will be provided, with Astra bearing the associated costs. "Train-the-Trainer" programs will also be conducted to empower University faculty and Astra employees.
- 1.3. Curriculum Development:** The University and Astra will jointly develop course curricula that integrate practical and theoretical components. Curriculum content will incorporate cutting-edge research, industry case studies, and project-based learning approaches. Astra leaders will contribute to defining the curriculum to align with contemporary industry standards and trends.
- 1.4. Skill Development, Industrial Exposure, and Internships:** Internships will be facilitated for interested University students at Astra's operational sites, providing hands-on exposure to real-world scenarios. These internships will focus purely on educational and professional development without any employment obligations. Workshops, hackathons, and innovation challenges will be organized to foster creativity and practical problem-solving skills.
 - 1.4.1.** Faculty exchange programs will be enabled to enrich teaching methodologies and bridge academia-industry gaps. Additionally, industrial exposure will be provided to university faculty and students through site visits, seminars, and project collaborations.
 - 1.4.2.** Industry leaders from Astra will be available for interaction with University faculty and students through guest lectures, mentoring sessions, and advisory roles, further enriching the academic and professional learning experience.



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2. **Confidentiality:** Both parties agree to maintain strict confidentiality regarding proprietary information, research outputs, and operational strategies shared during the collaboration. Disclosure of any confidential information to third parties will require prior written consent from the originating party. Confidentiality obligations extend to all R&D activities and outputs and shall persist for five (5) years beyond the termination of this agreement.
3. **Financial Arrangements:** The cost for all initiatives initiated by Astra, including training programs, industrial visits, and specialized R&D access, shall be borne entirely by Astra. The University shall extend its facilities, including laboratories, conference halls, and other reasonable infrastructure, to support these initiatives. Faculty and staff of the University will also be made available to assist with these activities, ensuring a seamless collaboration. This arrangement ensures that both parties derive maximum benefit from the partnership while fostering an environment of mutual growth and cooperation.
4. **Intellectual Property Rights:** All Intellectual Property (IP) generated from joint projects shall be co-owned by both parties, unless otherwise specified in supplementary agreements. Astra will have the right to exclusively utilize and commercialize the IP created through the collaboration, provided such commercialization aligns with the objectives of this agreement and mutual benefits. The University shall not deny or object to the commercialization or utilization of jointly created IP by Astra for industrial or commercial purposes. Proper attribution of inventors will be ensured in all patent applications. Both parties commit to facilitating and expediting the protection of intellectual property rights. Joint paper presentations and publications derived from collaborative research will be encouraged and supported, with specific terms agreed upon in separate agreements.
5. **Term, Termination and Extension:** This MoA will remain effective for seven (7) years from the signing date and may be extended for a further period as mutually agreed in writing by both parties. Either party may terminate this MoA by providing a three (3) month written notice, subject to the settlement of any pending obligations. Termination shall not affect existing rights and obligations, including confidentiality and IP agreements. In case of renewal, both parties shall review and mutually agree upon new terms, amendments, or additional areas of collaboration to ensure the continued relevance and success of the partnership.
6. **Amendments:** Any amendments to this MoA shall be made in writing and signed by authorized representatives of both parties. Once agreed upon, the amendments shall be formalized through signatures by authorized representatives of each party and shall come into effect on the date specified within the amendment agreement.
7. **Dispute Resolution and Governing Laws:** Any disputes arising under this MoA shall first be addressed through mutual discussions between the designated representatives of both parties, with a commitment to resolving the matter amicably in good faith. If the dispute remains unresolved within a reasonable time frame, either party execute the termination of this MoA under clause 5 or may escalate the matter to arbitration.



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The arbitration proceedings shall be conducted in English, and such arbitration shall be conducted in accordance with the Arbitration and Conciliation Act, 1996, with the seat of arbitration being Hyderabad, India. This MoA shall be governed by, and construed in accordance with, the laws of India. Any legal proceedings arising out of this agreement shall be subject to the exclusive jurisdiction of the courts in Hyderabad, India.

This MoA is executed in duplicate, with each party retaining one original copy. By signing below, both parties affirm their agreement to the terms outlined herein.

for University College of Engineering,


PRINCIPAL
University College of Engineering
Osmania University, Hyderabad
TELANGANA STATE - 500007.

Principal,
Osmania University, Hyderabad

for Astra Microwave Products Limited,

For Astra Microwave Products Ltd.


S. Gurusatha Reddy
Managing Director

Managing Director

Witnesses:

1. 
T. Krishna, AMPL, AGM F&A
2. 
ANTHONY KIRAN
HEAD - HR, AMPL.
3. 
PROF. D. RAMAKRISHNA
HOD, Dept. of ECE, UCEOU.