

3.7.2 Number of functional MoUs with institutions of national, international importance, other universities, industries, corporate houses etc. during the last five years (only functional MoUs with ongoing activities to be considered)

# 2019-2020

#### MEMORANDUM OF AGREEMENT

#### **BETWEEN**

# ANDHRA PRADESH STATE SKILL DEVELOPMENT CORPORATION (First Party)

AND

## EUROPEAN CENTER FOR MECHATRONICS APS GMBH

(Second Party)

AND

NARASARAOPETA ENGINEERING COLLEGE(NEC)

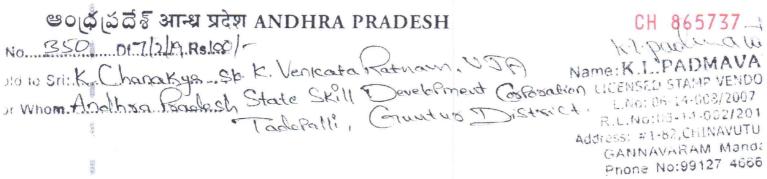
(Third Party)

Principal

NARASARAOPETA ENGINEERING COLLEGE
(AUTONOMOUS)

NARASARAOPET - 522 601. Guntur (Dist.), A.P.





#### MEMORANDUM OF AGREEMENT

This Memorandum of Agreement (MoA) is entered into on 7th day of February 2019

Andhra Pradesh State Skill Development Corporation, a Government Company registered under the Companies Act, 2013 having its Corporate Office at G&J Infra Building, 3<sup>rd</sup> Floor, D No.78/2, Near NH-5, Near Pathuru Road, Tadepalli, Guntur District, Andhra Pradesh represented by Executive Director-I (hereinafter referred to as "APSSDC" or First Party, which expression shall unless repugnant to this context or meaning thereof, includes its successor in office, legal representatives and permitted assigns) of the FIRST PART.

And

**European Center for Mechatronics APS GmbH Aachen**, having its principal address at Vaalserstrasse 460, 52072 Aachen, Germany (hereinafter referred to as "ECM", which expression shall unless repugnant to the meaning thereof, mean and include its successors and permitted assigns) of the SECOND PART.

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Venteer Str. 480, \$2074 Aachen, Germany.

Principal

NARASARAOPETA ENGINEERING COLUMN

(AUTONOMOUS)

NARASARAOPET - 522 601

Guntur (Dist.). A.

#### And

Narasaraopeta Engineering College (NEC) having its principal address at Kotappakonda Road, Narasaraopet, Guntur, Andhra Pradesh, 522601 (hereinafter referred to as "College", which expression shall unless repugnant to the meaning thereof, mean and include its successors and permitted assigns) of the THIRD PART.

APSSDC, ECM and College are hereinafter referred to singly as "Party" and jointly as "Parties".

#### I. PREAMBLE/ BACKGROUND

#### **Brief about APSSDC:**

APSSDC is a unique organization formed as a public private partnership (PPP) corporation to promote skill-development & entrepreneurship in the state of Andhra Pradesh. APSSDC is the Executive Agency for the Department of Skill Development, Entrepreneurship and Innovation, Govt. of Andhra Pradesh (GoAP) serving the important task of providing high quality skilled manpower as part of the Knowledge and Skills Mission of GoAP. The main objective of the Corporation is to implement a structured and pragmatic solution to skill & upskill the workforce in the State of Andhra Pradesh and to increase employability and promote entrepreneurship in sync with Industrial growth of the State.

#### **Brief about ECM:**

ECM based in Aachen was founded in 1981. ECM has been working in the fields of robotics, sensor technology, and information and communication technology for more than 30 years. Engineers and technicians from various disciplines develop and implement interdisciplinary concepts and solutions in collaboration with national and international industrial partners, public procurers and researchers.

ECM is into education and research in the field of Mechatronics and Industrial Robotics focusing Industry 4.0 which is planned to implement the similar ecosystem in state of Andhra Pradesh.

ECM will be organizing the skill development training programs in collaboration with their German partner,GC German Center for Engineering and Management Studies (GEMS).

#### Brief about Narasaraopeta Engineering College (NEC):

Narasaraopeta Engineering College, an Autonomous Institution with permanent affiliation to JNTUK, Kakinada is one of the top Engineering Colleges in Guntur and listed among the top 10 engineering colleges in Andhra. The college is offering B.Tech, M.Tech, MBA and MCA programs. The college is approved by AICTE, twice NBA, Grade'A' by NAAC Govt of AP. Narasaraopeta Engineering College today is a union of

NARASARAOPETA ENGINEERING COUVECTOR (AUTONOMOUS)

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multidisciplinary courses with a focus on both academy and research, and is fast becoming a thriving source of multiple avenues in entrepreneurship and employment.

NEC is sponsored by the Gayatri Educational Development Society (GEDS) and approved by the AICTE, New Delhi, with NBA and NAAC accreditations. It also has permanent affiliation to INTU-Kakinada. The college has strong links with some of the biggest peer universities and institutes, and companies at the national and international levels, which in return help in enhancing the research quality and enriching its educational programmes.

#### PURPOSE:

- A. This engagement will aim to skill the engineering graduates from the state of Andhra Pradesh in Mechatronics and Industrial Robotics. It was proposed to establish Indo-European Skilling Centers for Mechatronics and Industrial Robotics in 40 Engineering Colleges across the state of Andhra Pradesh. ECM has selected select 11 Engineering Colleges initially in collaboration with APSSDC under pilot phase.
- B. To impart robotics-centric courses as per Annexure-1 to the students of the college viz. Third Party.
- C. To provide end to end skill training including assessment, certification and facilitating placements to the trained students.
- D. The robotics infrastructure established in the respective college henceforth called Applied Robotic Control Labs (ARC Labs).

#### E. ROLES AND RESPONSIBILITIES:

#### FIRST PARTY - APSSDC shall

- > select reputed engineering colleges/Universities in collaboration with ECM through a stipulated procedure;
- provide a platform for registration of trainees online and mapping of institutions and students:
- > develop course curriculum in collaboration with other parties to suit latest and future technologies;
- > prepare over all calendar of training programs and communicate to Second Party:
- roganize Training Programs for all diploma and under graduate engineering
- > prepare operationalguidelines for ARC labs to be followed by the other two
- promote Research & Development and Innovation for existing Industries;

> exercise its right to cancel the permission now granted to the institutions in the event of not fulfilling their obligations.

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#### SECOND PARTY -ECM shall

- establish the research nodal centers named as "Applied Robotic Control Labs" (ARC) at state level in Andhra Pradesh as part of the "Indo-European Skilling Centres for Mechatronics and Industrial Robotics" in the Engineering Colleges in collaboration with its European partners and shall be utilized for ARC 3.0 course;
- develop the courses according to the market needs in India and execute with academic planning in collaboration with APSSDC and also conduct training of trainers/faculties. At present, three courses are offered under the initiative as given under Annexure-1;
- to provide training in collaboration with partnered Colleges and its certification along with their European partners;
- provide support for conducting job melas and facilitate for placements through the following activities;
  - ECM will bring several professionals and companies to AP to impart valuable skills and entrepreneurship abilities to students and facilitate placements in respective Industry.
  - ECM should facilitate employment to potential candidates after ARC 3.0.
  - ECM should provide internship to successful students in India and Germany as well.
- impart the courses and provide assistance to employment and higher education opportunities to the students who had successfully completed the program;
- consider the students from these trainings as a priority to provide employment and higher education;
- establish a common research location/representation for transnational research projects between German and Indian partners in Andhra Pradesh;
- collaborate for dissemination of knowledge on cutting edge technologies to faculty and research programs;
- along with their European partners to provide commercial support as a part of student course along with APSSDC;
- conduct job melas at least twice a year in collaboration with APSSDC;
- ensure conducting assessments as per standard assessment pattern and shall provide certificate to the successful students;
- follow the guidelines as specified by APSSDC from time to time;
- submit all reports and documents relating to progress of the students on rolls, Accounts, Audit and Annual Work Plan, as specified at such frequency as may be required by APSSDC.

#### THIRD PARTY - The College shall

- establish ARC lab along with necessary infrastructure in collaboration with ECM;
- provide training to the students as per the course curriculum;
- depute required faculty to manage and co-ordinate Trainings in ARC labs;

collaborate for dissemination of knowledge on cutting edge technologies to faculty and research programs;

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- provide support for conducting job melasand facilitate placements alongwith ECM;
- take care of insurance and regular maintenance pertaining to Hardware installed in ARC labs;
- follow the guidelines as specified by APSSDC from time to time;
- submit all reports and documents relating to progress of the students on rolls, Accounts, Audit and Annual Work Plan, as specified at such frequency as may be required by APSSDC.

#### Compliances:

- **KPIs** Key Performance Indicators (KPIs) will be developed by APSSDC in mutual consultation with colleges and ECM.
- **Monitoring**: The activities of ARC Labs shall be regularly monitored through by APSSDC and also through the monitoring committee of APSSDC.
- Details of Data of Number of students passed out, placed (Trained for Employability), and unplaced on year-on-year basis.
- Institutions will face punitive action if found to be:
  - indulging in any malpractice
  - Provided false data in their reports
  - Unable to achieve targets set by APSSDC/themselves in Proposals consistently
  - Any non-compliance with the terms and conditions of this Agreement

#### E. Responsibilities of the Parties

#### All Parties agree that:

- 1. The Parties shall diligently perform their respective obligation under the Agreement as per the procedure set forth above.
- 2.To get the evaluation of the programs done by third party for assessing the impact with respect to quality of training programs.
- 3. Neither Party shall share any confidential information with any other party. The sharing of such database by each other will be on trust that it will not be used by either Party for providing any kind of information to any third party.

#### F. Branding:

ECM & College shall ensure necessary branding for ARC Lab. Signage for ΛRC lab is attached as Annexure 2 to this MoA. ECM & College shall follow the branding guidelines as specified by APSSDC from time to time.

#### G. Attendance:

The college shall have requisite infrastructure and ECM shall ensure that students shall be registered through BIO-METRIC devices with Aadhaar (Unique Identification Number) seeded inputs. Attendance shall be captured through Aadhaar based Biometric devices only.

460, 52074 Aachen, Germany,

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#### H. Arbitration:

The Parties shall endeavour to resolve all or any dispute or difference arising out of or in connection with this Agreement, amicably within 30 days of notice in writing being issued by the non-defaulting party to the defaulting party indicating such dispute or difference. In case no amicable solution is arrived between the Parties within the said 30 days, then such dispute/s shall be settled through Arbitration as per the provisions of the Arbitration and Conciliation Act, 1996 as amended from time to time. The arbitration shall be done by Sole Arbitrator appointed by APSSDC. The written award of the Arbitrator shall be final and binding on all the Parties. The seat and venue for the arbitration proceedings shall be at Vijayawada, Andhra Pradesh.

#### I. Termination of MoA:

The first partyshall have the right to terminate this MoA without assigning any reasons by giving prior written notice of 60(Sixty) days through its authorized signatory. Without prejudice to the above, either Party may terminate this MoA by giving 30 (Thirty) days' written notice through its authorized signatory in the event of any material breach of any of the material terms of this MoA by the other Party. The nondefaulting party shall first serve a written notice of its intention to terminate this MoA to the defaulting party highlighting the material breach and giving the defaulting party a period of 30 days or such extended period as may be mutually agreed to within which to remedy the material breach. Should such event of a material breach remain unresolved/unrectified within the said notice period of 30 days or such extended period as may be mutually agreed to, the non-defaulting shall be able to terminate the MoA forthwith.

#### J. Representations and Warranties by the Parties

In addition to the above, the Parties hereto represent and warrants to other Parties as under:

- a) That it is duly organized and validly existing under the laws of the jurisdiction in which it was incorporated and has the necessary corporate power and authority under applicable Laws to carry on its business and or perform its functions.
- b) That this MoA
  - 1. is within its powers and has been duly authorized by it; and
  - does not conflict in any material respect with any law or regulation or its II. constitutional documents or any document binding on it and that it has obtained all necessary consents for the performance by it under this MoA.
- c) That all information set forth in this MoA is true and correct and is not misleading in letter and spirit.

#### K. PERIOD OF VALIDITY.

This MoA shall become effective from the date hereof and shall be in force for a

period of Three years, unless terminated by mutual consent of the parties.

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#### L. LIMITATION OF LIABILITY

Except as agreed and provided under this Agreement, neither of the Parties shall be liable to bear or pay any damages arising out of loss of income, loss of profit, special, incidental, indirect, punitive, exemplary or consequential, to any party including third parties, and all such damages are expressively disclaimed.

#### M. NOTICES:

Unless otherwise provided herein, all notices or other communications under or in connection with this MoA shall be in English, will be issued in writing and shall be signed by the authorized representative of the issuing / serving Party and may be sent by personal delivery or post or courier or facsimile to the addressgiven above. Any such notice or other communication will be deemed to be effective if sent by personal delivery, when delivered, if sent by post, three days after being deposited in the post and if sent by courier, two days after being deposited with the courier.

#### N. COMMUNICATIONS AND PUBLICITY:

The Second& Third Party shall ensure that the name and logo of the first party should appear in all publication material. The Second& Third Party shall ensure that the sign board depicting the name of the First Party be affixed outside the college. The Parties shall consult and agree on all and any intended communications, publications, presentations and documentations relating to this Arrangement/ MoA(jointly the "Communication(s)") in advance prior to the intended release. If a MoA cannot be reached, a Party shall have the right to disclaim endorsement and/or dissociate itself from that Communication(s). No party shall use logo/trade mark etc. of each of the parties without obtaining its prior written concurrence to that effect.

#### O. IT IS MUTUALLY UNDERSTOOD AND AGREED BY AND BETWEEN THE PARTIES THAT:

AMENDMENT: Amendment within the scope of the instrument shall be made by mutual consent of the parties, by the issuance of a written modification, signed, and dated by all parties.

INFORMATION OWNERSHIP: All information provided by First Party shall only be utilized for conducting training and placement assistance and First Party holds no ownership over the content prepared by Second party.

PARTICIPATION IN SIMILAR ACTIVITIES: This Agreement in no way restricts First Party from participating in similar activities with other public or private agencies, organizations, and individuals.

NON-FUND OBLIGATING DOCUMENT: This Agreement is neither a fiscal nor a funds obligation document.

ESTABLISHMENT OF RESPONSIBILITY: This MoA is not intended to, and not create any right benefit or trust responsibility, substantive or procedural, enforceable at law, by a party against First Party or Second Party.

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(AUTONOMOUS) NARASARAOPET - 522 501

Guntur (Dist.)

The parties hereto have executed this agreement as of the last written date below.

#### For Andhra Pradesh State Skill **Development Corporation**

Executive Director

Andhra Pradesh State Skill Development Corporation Dept. of Skill Development, Entrepreneurship & Innovation Govt. of A.P. Vijayawada, A.P.

T. Anil Kumar

Executive Director - I

Witness:

For European Center for Mechatronics **APS Gmbh** 

For Narasaraopeta Engineering College

Till Quadflieg Managing Director

APS GmbH European Center for Mechatronics

Vaalser Str. 460, 52074 Aachen, Germany.

Dr. M. Sreenivasa Kumar

Principal

PRINCIPAL

Witness:

NARASARAOPETA ENGINEERING COLLEGE

(AUTONOMOUS)

NARASARAOPET - 522 601 Guntur (Dist.), A.P.

(Dr.D. Suned)

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NARASARAOPETA ENGINEERING COLLEGE

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Guntur (Dist.), A.P.

#### Training Methodology:

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Courses: Three (3) courses spread across three (3) semesters, which will start in January every year.

Phas e	ARC 1.0	ARC 2.0	ARC 3.0
Eligibility	6 <sup>th</sup> Semester	7 <sup>th</sup> Semester	8 <sup>th</sup> Semester
	Mech /ECE/EEE	Mech /ECE/EEE	Mech /ECE/EEE
Activity	12 weeks course/	12 weeks Training + Bachelor project	6 weeks course with job assistance
	crash course		
Course	Topics of Mechatronics, Manufacturing, Industrial Automation and Robotics	VR in Automation and Robotics. Studies towards Bachelor project on Industry scale application	Hands on experience/ Bachelor project on Industry scale robots in industrial setup
Location	ARC labs at partnered college/university in India	ARC labs at partnered college/university in India	ECMM, India/Germany
Hours	120	120	6 weeks
	(50% - Teaching 50% Self learning and Im		

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Vaalser Str. 460, 52074 Aschen, Germany.

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Signage for ARC Lab

# **APSSDC**





Indo European Skilling Centre for

Mechationics and Industrial Robotics Lab













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Principal NARASARAOPETA ENGINEERING COLLEGE (AUTONOMOUS) NARASARAOPET - 522 601. Guntur (Dist.), A.P.

# MEMORANDUM OF UNDERSTANDING

between
Narasaraopeta Engineering College

gcGEMS – GC German Center for Engineering and Management Studies UG Aachen and European Center for Mechatronics APS GmbH Aachen

This Memorandum of Understanding ("MOU") is executed on the 14th day of September 2018, between:

Narasaraopeta Engineering College, having its principal address at Kotappakonda Road, Narasaraopet, Guntur, Andhra Pradesh, 522601, India (hereinafter referred to as "INDIAN UNIVERSITY", which expression shall unless repugnant to the meaning thereof, mean and include its successors and permitted assigns) of the FIRST PART

#### AND

GC German Center for Engineering and Management Studies, having its principal address at Kapuzinergraben 38, Aachen 52062 Germany (hereinafter referred to as "GEMS", which expression shall unless repugnant to the meaning thereof, mean and include its successors and permitted assigns) of the SECOND PART

#### AND

European Center for Mechatronics APS GmbH Aachen, having its principal address at vaalserstrasse 460, 52072 Aachen, Germany (hereinafter referred to as "APS", which expression shall unless repugnant to the meaning thereof, mean and include its successors and permitted assigns) of the THIRD PART.

APS and GEMS collective refer as European Center for Mechatronics and Manufacturing. (hereinafter referred to as "ECMM", which expression shall unless repugnant to the meaning thereof, mean and include its successors and permitted assigns).

INDIAN UNIVERSITY and ECMM are individually referred to as "Party" and collectively as the "Parties".

#### WHEREAS:

A. INDIAN UNIVERSITY is conducting academic courses (Btech,M.Sc., MBA and PhD) to students and management courses to professionals in reputed institutions, organizations and individuals in order to train management skills.

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- B. GEMS is supporting international research, trainings and academic programs between Germany
- C. APS is actively supporting conceptual research, industrial research and academic programs in
- D. INDIAN UNIVERSITY, GEMS and APS intend to collaborate by entering into an MOU as part of establishing the "European Center for Mechatronics and Manufacturing", in its academic and research part as "Advanced Robotics Control Labs at Academia": here in after mentioned as

In pursuance of the afore said, the Parties hereto wish to record under this MOU, the terms of their mutual understanding in order to establish a framework for initiating innovative models of

NOW THE PARTIES HERETO AGREE AS UNDER:

## ARTICLE 1: SCOPE OF THE MOU

- 1.1 The objective of this MOU is to set out the scope within which INDIAN UNIVERSITY, GEMS and APS will jointly explore and work towards achieving the objectives and matters described in this MOU. Each Party shall have the right, in its sole discretion, to determine how it will fulfill its
  - ECMM is co-funding the INDIAN UNIVERSITY for establishing the ARC and student trainings along with industry partners and government partners.
  - ECMM is providing knowledge transfer, training and industrial connect.
  - INDIAN UNIVERSITY is a partner to be part of establishing the Indo-European cluster
  - INDIAN UNIVERSITY to be resource partner in India for ECMM for mutually agreed programs by providing two faculties for this process of ARC.
  - Conduct Mechatronics and Manufacturing courses and lab work.
  - Exchange of researchers and students.
  - To apply and manage international research projects with Indian and German
  - Establish of a common research location/ representation for transnational research projects between German and Indian partners in Andhara Pradesh.
  - Collaborate for dissemination of knowledge on cutting edge technologies to faculty and
- 1.2 If INDIAN UNIVERSITY, GEMS and APS mutually agree to pursue any specific objectives and undertakings, the terms and conditions for pursuing such objectives shall be documented on a



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### ARTICLE 2: ADVISORY BOARD

- 2.1 An advisory board is proposed in order to keep up with the rapidly changing trends in technology and academic requirements and to review the working and progress of the
- 2.2 The board consists of one member from INDIAN UNIVERSITY, GEMS and APS and accomplished academic & industry representatives.
- 2.3 INDIAN UNIVERSITY, GEMS and APS can recommend the names of such representatives.
- 2.4 This board will meet if needed at a mutually agreed location and will also discuss more frequently through email/electronic media as required to address the aspects related to the collaboration. Meeting are also possible with online conferences.

### ARTICLE 3: COMMERCIAL TERMS

- 3.1 There are two commercial aspects involved in process of the establishment of ARC and skill development process as a training of students and faculty.
  - The process of lab establishment at the INDIAN UNIVERSITY funded 66.66 % by INDIAN UNIVERSITY AND 33.33% by GEMS and APS.
  - Skill development aspect: Student training fund will be allocated as 45 % by APSSDC (Andhra Pradesh Skill Development Corporation), 45 % by ECMM and 10 % by student.

With respect to the travel, accommodation and any other related expenses of the Indo-German faculties and students will be taken care by respective parties.

### ARTICLE 4: CONFIDENTIALITY

Confidentiality - It is envisaged that the parties or any members of their respective groups or any of their respective agents may from time to time disclose confidential information relating to its current or proposed business to each other. In consideration of such confidential information being made available to all parties, the first party, the second party and the third party agree that any disclosure or dealings between the parties will be subject to the terms and conditions of this agreement. All parties will treat and keep all confidential information confidential and will not, without the disclosing party's prior written consent, directly or indirectly communicate or disclose (whether in writing or orally or in any other manner) confidential information to any other person other than in accordance with the terms of this agreement (for the avoidance of doubt, this will also prohibit discussing the same with any disclosing party group employees other than those involved

MARASARAOPETA ENGINEERING (AUTONOMOUS)

- Nothing in this Agreement will constitute the creation of a partnership, joint venture or agency between the parties.
- Intellectual Property and Trademarks Both the parties will continue with their respective trademarks including that of any improvements or work done at its own cost

#### ARTICLE 5: ANNOUNCEMENT

From the date of signature, all parties, can announce the existence of this MoU. All the parties can submit the MoU for any regulatory or Government related purposes.

All parties can announce about the MoU on its' website of ECMM and INDIAN UNIVERSITY can mention the others as resource partner on its Masters and Research Programs conducted with the

## ARTICLE 6: TERM AND TERMINATION

This AGREEMENT will come into effect on the date of signature and will remain in force for three years until either of the two parties serves a written notice to the other at their addresses mentioned as above by registered post of its intention to terminate the Agreement in which case it will terminate one month after the receipt of such a notification. The agreement can be renewed on expiry on mutually agreed terms and conditions.

Notwithstanding anything in this MoU, neither Party shall be liable to the other for any failure to achieve any of the objectives and undertakings herein.

However, commitments made by either party in respect of personnel hired, equipment ordered, for any industry research project under this MoU would be honored by respective parties.

#### **ARTICLE 7: MODIFICATIONS**

The AGREEMENT may be amended by mutual consent through an exchange of correspondence

Such amendments come into existence only by a written agreement duly signed by persons authorized on behalf of each party.

**Principal** 

NARASARAOPETA ENGINEERING COLLEGE (AUTONOMOUS)

NARASARAOPET - 522 601.

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AN UNIVERSITY:

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-09-2018

M:

apandu Venkata Nagaraju

/President - GC German Center for Engineering and Management Studie

t Indian Affairs - European Center for Mechatronics APS GmbH

-09-2018

Dr.-Ing. Till Quadflieg

M:

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g Director - European Center for Mechatronics APS GmbH

-09-2018

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g Director - European Center for Mechatronics APS GmbH

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Principal NARASARAOPETA ENGINEERING COLLEGE (AUTONOMOUS) NARASARAOPET - 522 601.

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#### MEMORANDUM OF UNDERSTANDING (MoU)

#### **BETWEEN**

#### NARASARAOPETA ENGINEERING COLLEGE AND AXIS GLOBAL INSTITUTE OF INDUSTRIAL TRAINING

This Memorandum of Understanding (hereinafter called as the 'MoU') is entered into on this the 30<sup>TH</sup> day of AUGUST 2021 by and between.

NARASARAOPETA ENGINEERING COLLEGE the First Party represented herein by its Principal / Director / Head of Institution NARASARAOPETA ENGINEERING COLLEGE And AXIS GLOBAL INSTITUTE OF INDUSTRIAL TRAINING The Second party, and represented herein by its Centre Head / Director / Managing Director EZHIL MARAN.A Director

#### WHEREAS:

- A) First Party is a Higher Educational Institution named NARASARAOPETA ENGINEERING COLLEGE
- B) First Party & Second Party believe that collaboration and co-operation between themselves will promote more effective use of each of their resources, and provide each of them with enhanced opportunities.
- C) The Parties intent to cooperate and focus their efforts on cooperation within area of Skill Based Training, Education, Placement Assistance, Industrial Visit, Expert Lecture.
- D) AXIS GLOBAL INSTITUTE OF INDUSTRIAL TRAINING, the Second Party is engaged in Technical Value Addition Training in Electrical and Electronics allied Courses Like PLC, SCADA, DCS, HMI, VFD, CONTROL PANEL WIRING & Servo as well as Robotics,

NOW THEREFORE, IN CONSIDERATION OF THE MUTUAL PROMISES SET FORTH IN THIS MOU, THE PARTIES HERETO AGREE AS FOLLOWS:

#### **CO-OPERATION CLAUSE 1**

- 1.1 Both Parties are united by common interests and objectives, and they shall establish co-operation.
- 1.2 First Party and Second Party co-operation will facilitate effective utilization of the intellectual capabilities.

1.3 The parties shall co-operate with each other and shall as promptly as is responsibly practical, relevant agreement.

Our Group of Companies

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#### CLAUSE 2 SCOPE OF THE MoU

- 2.1 Industrial Training & Visits: Industry and Institution interaction will provide an insight into the latest developments / requirements of the industries; the Second Party to permit the Faculty and Students of the First Party to visit its group companies and also involve in Industrial Training Programs for the First Party. This will provide confidence & smooth transition for students work. Also the Second party may register on the AICTE Internship Portal for the benefit of students.
- 2.2 Guest Lectures: Second Party to extend the necessary support to deliver guest lecturers to the students of the First Party on the technology trends and in house requirements.
- 2.3 Placement of trained students: second party will actively engage to help the delivery of the training and placement of the students of the first party on the technology trends and in house requirements.
- 2.4 There is no financial commitment on the part of the NARASARAOPETA ENGINEERING COLLEGE, the first party to take up any program mention in MoU. If there is any financial consideration, it will be dealt separately.

2.5 Both Parties to obtain all internal approvals, consents, permissions, and licenses of whatsoever nature required.

#### CLAUSE 3 VALIDITY

3.1 This Agreement will be valid until it is expressly terminated by either Party on mutually agreed terms, during which period, the Second Part.

# CLAUSE 4 RELATIONSHIP BETWEEN THE PARTIES

5.1 It is expressly agreed that First Party and Second Party are acting under this MOU as independent contractors, and the relationship established under this MOU shall not be construed as a partnership.

First Party

Principal

PRINC/PAL

NARASARAOPETA ENGINEERING COLLEGE

(AUTONOMOUS)

NARASARAOPET - 522 601

Guntur (Dist.), A.P.





WARASARAOPETA ENGINEERING COLLEGE

NARASARAOPET - 522 601 Guntur (Dist.), A.P.

Our Group of Companies









# CHIEF MINISTER'S SKILL EXCELLENCE CENTER





MEMORANDUM OF AGREEMENT (Maa)

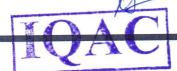
BETWEEN

# ANDHRA PRADESH STATE SKILL DEVELOPMENT CORPORATION

AND

Narasaraopeta Engineering College, Narasaraopet

Skill Development, Entrepreneurship & Innovation Department (SDE&I. Dept.), Government of Andhra Pradesh.



Principal
NANASARAUPETA ENGINEERING COLLEGE
(AUTONOMOUS)
NARASARAOPET - 522 601.
Guntur (Dist.), A.P.

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Principal
NARASARAOPETA ENGINEERING COLLEGE
(AUTONOMOUS)
NARASARAOPET - 522 601.
Guntur (Dist.), A.P.

# AGREEMENT BETWEEN

# ANDHRA PRADESH STATE SKILL DEVELOPMENT CORPORATION

### **AND**

# NARASARAOPETA ENGINEERING COLLEGE NARASARAOPETA

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Principal
NARASARAOPETA ENGINEERING COLLEGE
(AUTONOMOUS)
NARASARAOPET - 522 601.
Guntur (Dist.), A.P.

The Agreement is executed on this 4 day of 2019 (Effective Date) by and between,

Andhra Pradesh State Skill Development Corporation, having its Corporate Office at D.No.78/2, G&J Infra Infosight Building, Near Pathuru Junction, Tadepalli - 522501 herein referred to as "APSSDC" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successors and assigns) represented by its Authorized Signatory of the first part;

#### And

NARASARAOPETA ENGINEERING COLLEGE having its corporate office at Kotappakonda Road, Narasaraopeta, Guntur, Andhra Pradesh 522601 herein after called NEC, Narsaraopeta (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successors and assigns) represented by the CHAIRMAN of the second part;

APSSDC and College shall herein after be collectively referred to as Parties and individually as first/second Party.

#### WHEREAS:

APSSDC is a unique organization formed as a public private partnership (PPP) corporation to promote skill-development & entrepreneurship in the state of Andhra Pradesh. APSSDC is the Executive Agency for the Department of Skill Development, Entrepreneurship and Innovation, Govt. of Andhra Pradesh (GoAP) serving the important task of providing high quality skilled manpower as part of the Knowledge and Skills Mission of GoAP. The main objective of the Corporation is to implement a structured and pragmatic solution to skill & upskill the workforce in the State of Andhra Pradesh and to increase employability and promote entrepreneurship in sync with Industrial growth of the State. The process of developing large pool of skilled manpower has been envisaged in partnership with industry to make the skill development mission more industry relevant and self-sustainable. In the process of achieving these goals, the GoAP has

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NARASARAOPETA ENGINEERING COLLEGE

(AUTONOMOUS)

NARASARAOPET - 522 601. Guntur (Dist.), A.P. incorporated APSSDC as a special corporate which shall strive for the appropriate and demand driven Skill Development.

APSSDC in its several meetings have discussed and decided to achieve the goal of skill development with participative approach of the stakeholders' viz. the Government, Industry, academic institutions, youth and all other stakeholders. This participative approach will go a long way in accomplishing the task in economical, appropriate proportions with relevance in the shortest period. The APSSDC would provide the extra infrastructural requirements at the selected academic institutions in order to extend the skilling activities and thus realizing the objectives of APSSDC. In this process, the APSSDC has selected some of the leading Engineering Colleges/Govt. Polytechnics/Industry associated training institutions for providing the additional infrastructural facilities required for running the Skill Development programs.

APSSDC and the College/ Institution which is selected for **CM's Skill Excellence Center (SEC) -** ICT Lab have mutually discussed and agreed to enter into this agreement as detailed hereinafter.

NOW, THEREFORE, in consideration of the mutual promises contained herein and other good and valuable consideration, the receipt of which is hereby acknowledged, the parties agree as follows:

#### 2.1 DEFINITIONS:

In this Agreement, the following expressions shall have the meaning stated herein:

"Agreement" shall mean this agreement executed between APSSDC and College and shall include any written modifications thereof and the schedules attached hereto.

"Applicable Law" shall mean all the laws national and international, enacted or brought into force as the case may be and enforced by the GoI or GoAP as the case may be, and the regulations and notifications made there under and judgments, decrees, injunctions, writs and orders of any court of record, as may be in force and effect.

"CM's Skill Excellence Centre - ICT Lab" shall mean multi-skill focused Centres of Excellence (CoE) at reputed Engineering Colleges in CSE, IT, ECE, EEE, Mechanical and Civil streams. These CM's Skill Excellence Centers - ICT Labs will be selected,

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NARASARAOPET - 522 601. Guntur (Dist.), A.P. established and implemented by APSSDC in active collaboration and assistance from the host College, as per the terms of this Agreement.

"GoAP" means the Government of Andhra Pradesh and its concerned department, Skill Development Entrepreneurship & Innovation.

"Equipment" means/includes Laptops, Projector, Wi-Fi routers, Audio system

# 3. SCOPE OF SERVICES / PROJECT

- a. To make qualitative improvements in imparting Technical Skills by setting up or providing:
  - Infrastructure in college laboratories by adopting latest technologies in engineering streams of CSE, IT, ECE, EEE, Mechanical and Civil to serve the needs of the industry;
  - Skill up-gradation of faculty by imparting training;
  - CM's Skill Excellence Centre ICT Labs to focus on training students in line with the latest Industry needs and make them more employable
  - b. Promote Industry Academia interfacing to make improvements in Technical Skills sustainable and in line with Industry requirements.
  - c. Train students to improve employability Improved placements of students in colleges and enable the students to compete and succeed in national employment market with better remuneration and professional growth.
  - d. Create a pool of skilled manpower to cater to the current and future industrial and service sector needs.
  - e. Follow Guidelines and procedures prescribed / as may be prescribed from time to time by APSSDC for implementation.

# 4. SCOPE OF THE FIRST PARTY

The APSSDC shall

Select reputed academic/Industrial Training Institutions through a stipulated procedure;

Provide a platform for registration of trainees online and mapping of

institutions and students;



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- Provide equipment with latest technology to fill up the gap required to suit the skill development training requirements –laptops (as per the configuration given in Annexure I);
- Prepare over all calendar programs and communicate to Second Party;
- Train the faculty in the requisite and relevant skill;
- Exercise its right to cancel the permission now granted to the institutions in the event of not fulfilling their obligations.

#### 5. SCOPE OF THE SECOND PARTY

The College shall:

- Provide a minimum of 750 sq.ft area for setting up the lab;
- Make available the necessary infrastructure as per the project specifications including electrical fittings, electricity and Power backup, water, furniture and fixtures and Air-conditioning;
- Provide adequate security: The College is responsible and accountable for the safety of the lab equipment;
- Ensure internet connectivity of 150Mbps bandwidth;
- Mobilize faculty and students of the college/institution for trainings and Certification;
- Make necessary efforts and ensure maximum participation of students belonging to Scheduled Caste (SC) and Scheduled Tribe (ST) Categories
- Appoint a Centre Coordinator as Single point of contact person (SPOC) for handling all administrative and programme related activities for smooth functioning of the Centre;
- Ensure to mark the daily attendance of candidates in the suggested mode (manual or bio metric or iris scan);
- Make a commitment on the count of faculty and students for APSSDC Training programs as mentioned 50% of annual intake / students on rolls for participation in APSSDC programs like Workshops, online programs, Certification programs, any other programs announced by APSSDC from time to time out of which 50% students are to get certified from the Globally

recognized MOOCs;

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NARASARAOPETA ENGINEERING COLLEGE

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- Allow at least 50% of intake capacity to students of other colleges with residential facilities (100 boys & 50 girls at nominal cost) i.e., food & accommodation.
- Provide Food and accommodation for 5 mentors (boy / girl) deputed by APSSDC to the college to co-ordinate and execute the APSSDC programs without any charges;
- Setup one Skill Development Center lab and equip it on the lines of CM's SEC for APSSDC training exclusively;
- Have to bear the maintenance cost of equipment at the college after the warranty lapses

#### Compliances:

- **KPIs** Key Performance Indicators (KPIs) will be developed in mutual consultation with colleges and APSSDC.
- Monitoring: The activities of CM's Skill Excellence Centers ICT Labs shall be regularly monitored through an IT monitoring system at APSSDC on a real time basis and also through the monitoring committee of APSSDC.
- Management Information System: All reports and documents relating to progress of the students on rolls, Accounts, Audit and Annual Work Plan, as specified at such frequency as may be required by 'THE FIRST PARTY' are to be submitted through MIS.
- Details of Data of Number of students passed out, placed (Trained for Employability), and unplaced on year-on-year basis.
- Institutions will face punitive action amounting to withdrawal of allotment of Centre given under this Project if it is found that the college:
  - Is Charging capitation fee or indulging in any other malpractice
  - Provided false data in their reports
  - Is Unable to achieve targets set by APSSDC/themselves in Proposals consistently
  - Violated any of the terms and conditions of this Agreement



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Guntur (Dist.), A.P.

#### 6. REVENUE GENERATED

The Revenue generated from the programs being implemented by APSSDC will be the sole income of APSSDC as per the Course wise fee structure provided at Annexure -II which may be periodically updated as and when required.

## 7. BREACH OF AGREEMENT& REMEDIAL PERIOD

APSSDC shall have the right to terminate this Agreement without assigning any reasons by giving prior written notice of 60 (Sixty) days through its authorized signatory. Without prejudice to the above, either Party may terminate this Agreement by giving 30 (Thirty) days' written notice through its authorized signatory in the event of any material breach of any of the material terms of this Agreement by the other Party. The non-defaulting party shall first serve a written notice of its intention to terminate this Agreement to the defaulting party highlighting the material breach and giving the defaulting party a period of 30 days or such extended period as may be mutually agreed to within which to remedy the material breach. If such event of a material breach remain unresolved/unrectified within the said notice period of 30 days or such extended period as may be mutually agreed to, the non-defaulting shall be able to terminate the Agreement forthwith.

#### 8. CONFIDENTIAL INFORMATION

Each Party may disclose Confidential Information:

- a) to the extent to which it is required to be disclosed pursuant to Applicable Law;
- b) to the extent to which it is specifically permitted by the other Party in writing;
- c) to the extent that the Confidential Information is publicly available and
- d) to its employees and professional advisors, but only to the extent necessary and subject to such employees and professional advisors accepting an equivalent confidentiality obligation to that set out in this Clause Confidentiality.

#### 9. LIMITATION OF LIABILITY

Except as agreed and provided under this Agreement, neither of the Parties shall be liable to bear or pay any damages arising out of loss of income, loss of profit, special, incidental, indirect, punitive, exemplary or consequential, to any party including third parties, and all such damages are expressively disclaimed.

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Guntur (Dist.), A.P.

### 10. DISPUTE RESOLUTION

The Parties shall endeavor to resolve all or any dispute or difference arising out of or in connection with this Agreement, amicably within 30 days of notice in writing being issued by the non-defaulting party to the defaulting party indicating such dispute or difference. In case no amicable solution is arrived between the Parties within the said 30 days, then such dispute/s shall be settled through Arbitration as per the provisions of the Arbitration and Conciliation Act, 1996 as amended from time to time. The arbitration shall be done by Sole Arbitrator appointed by APSSDC. The written award of the Arbitrator shall be final and binding on all the Parties. The seat and venue for the arbitration proceedings shall be at Vijayawada, Andhra Pradesh.

#### 11. FORCE MAJEURE

If the performance of any part of this Agreement by parties is prevented or delayed by acts of civil or military authority, flood, fire, epidemic, war or riot, or other acts beyond the reasonable control of either party, the party affected shall be excused from such performance only during the continuance of any such event.

Where a Party is claiming suspension of its obligations on account of Force Majeure, it shall promptly, but in no case later than five (5) days after the occurrence of the event of Force Majeure, notify the other Party in writing giving full particulars of the Force Majeure, the estimated duration thereof, the obligations affected and the reasons for its suspension.

The Party asserting the claim of Force Majeure shall have the burden of proving that the circumstances constitute valid grounds of Force Majeure under this clause and that such Party has exercised reasonable diligence and efforts to remedy the cause of any alleged Force Majeure. If the parties are unable in good faith agree that a Force Majeure event has occurred, the Parties shall submit the dispute for resolution pursuant to clause 10 hereof provided that the burden of proof as to whether a Force Majeure event has occurred shall be upon the Party claiming a Force Majeure event.

#### 12.SEVERABILITY

If any provision or provisions of this Agreement shall be held to be illegal, invalid or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired there by and the parties hereto agree to

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NARASARAOPETA ENGINEERING COLLEGE

(AUTONOMOUS) NARASARAOPET - 522 601.

Guntur (Dist.), A.P.

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replace the illegal or unenforceable provisions with valid provisions which are as close as possible to the illegal or unenforceable provisions in their respective meaning, purpose, and commercial effect within reasonable time.

#### 13. NOTICE

- 13.1. Any notice or other document to be given under this Agreement shall be in writing and shall be deemed to have been duly given if left at or sent by:
  - (a) hand; or
  - (b) registered posts; or
  - (c) facsimile or other electronic media; to the other party at the following addresses and/or telecommunication number or such other addresses as the party may from time to time designate by written notice to the other(s):

APSSDC

Andhra Pradesh State Skill Development

Corporation

Door No. 78/2, G&J Infra Infosight Building, Near Pathuru Junction, Tadepalli - 522501

College/

NARASARAOPETA ENGINEERING COLLEGE

Institution

Kotappakonda Road, Narasaraopeta, Guntur, Andhra Pradesh 522601

13.2. All such notices and documents shall be in the English language. All notices or other documents shall be deemed to have been received by the addressee in the case of dispatch by post, five (5) working days following the date of dispatch of the notice or document and in the case of dispatch by hand or by facsimile or other electronic media, simultaneously with the delivery or transmission (as the case may be). To prove the giving of a notice or other document it shall be sufficient to show that it was dispatched in accordance with the provisions of Clause 13.1 hereof.

14. PERIOD OF VALIDITY

This Agreement is effective from \( \frac{1}{2018} \) and shall be in force for a period of three years, unless terminated by mutual consent of the parties.

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# 15. GOVERNING LAW AND JURISDICTION

This Agreement shall be governed and construed in accordance with the laws of India and subject to the arbitration clause mentioned above, the courts of Andhra Pradesh shall have the jurisdiction to entertain any dispute or suit arising out of or in relation to this Agreement.

### 16. PUBLICITY

Neither party shall make any public disclosure, except as may be required by applicable law, relating to discussions and or terms related to this Agreement, without obtaining the prior written consent of the other party. Either party shall not use and shall not let their employees, agents and subcontractors from using the name, trademark or logo of other party in any sale, marketing publication, advertisement, or other publication. Either party shall not make, or let its employees, agents or subcontractors make, any public statement relating to the other party.

# 17. RELATION OF THE PARTIES

Nothing herein shall be construed to neither constitute a partnership between the parties hereto nor to authorize the College save and except as provided herein or with the APSSDC's prior consent in writing, for making any representation.

# 18. MODIFICATION, AMENDMENT, SUPPLEMENT OR WAIVER

No modification, amendment, supplement to or waiver of this Agreement or any of its provisions shall be binding upon the parties hereto unless made in writing and duly signed by the authorized representative of the party against whom enforcement thereof is sought. Any failure or delay of any party to this Agreement to enforce at any time any of the provisions of this Agreement or to exercise any option which is herein provided, or to require at any time performance of any of the provisions hereof, shall in no way be construed to be a waiver of such provisions of this Agreement.

# 19. ENTIRE AGREEMENT

This Agreement together with all Appendices, Attachments and Addenda attached hereto constitute the entire agreement between the parties and supersedes all previous agreements, promises, representations, understandings and negotiations, whether written or oral, between the parties with respect to the subject matter

hereof.

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#### **20.ASSIGNMENT**

The Second Party shall not be entitled to, nor shall it purport to, assign this Agreement, without prior consent of the First Party.

This Agreement is prepared in two originals and each party shall retain one copy. Each copy shall be treated as original when taken separately and shall constitute as one when taken together.

In token of agreement and acceptance hereof by the two parties the authorized representatives of the two parties hereto have affixed their signatures herein below in the presence of witnesses as under:

#### SIGNED ON BEHALF OF

### ANDHRA PRADESH STATE SKILL DEVELOPMENT CORPORATION

Signature: Juna	ENTINE DIR
(Name: Dr. B Nageswara Rao)	7.0.8.8.5

Designation: Executive Director

#### NARASARAOPETA ENGINEERING COLLEGE,

Kotappakonda Road, Narasaraopeta, Suntur, Andhra Pradesh 522601

Signature:	*
Name: M.V. KOTESWARA RAO	Designation: <b>CHAIRMAN</b>

Witness

Name: Dr. M- SREENIVASA KUMAR	Name : DT. P. LAKSHMANAN
Signature:	Signature:

Designation: PRINCIPAL Designation: PRINCIPAL Designation: PRINCIPAL

NARASARAOPETA ENCINEERING COLLEGE NARASARAOPET - 522 601, Suntur (Dt.), A.P.

Principal
NARASARAOPETA ENGINEERING COLLEGE
(AUTONOMOUS)
NARASARAOPET - 522 601.
Guntur (Dist.), A.P.

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# ANNEXURE-I

Laptops	37 No.
Make and Model :	Acer TMP 249-G2-M
Technical Specifica	Intel Core i5-7200U Processor @ 2.5 GHz(Turbo Boost Upto 3.1
Processor	Ghz), 3MB Cache, 2-cores
Memory	16 GB DDR4 Memory, 2133 MHz
Internal Storage	500 GB SATA
Wireless Connectivity	Integrated wireless & Integrated Blue tooth.
Display Size	14"
Display Resolution	1366 x768
Webcam	Built-in Webcam.
Battery	5 Hrs Backup
VGA Port	Yes
HDMI Port	Yes
USB 2.0 port	1
USB 3.0 port	2
Operating System	m BOSS Linux
Keyboard	External;
Mouse	External;

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NARASARAOPETA ENGINEERING COURSE
(AUTONOMOUS)
NARASARAOPET - 522 601.
Guntur (Dist.), A.P.



# **APSSDC**



Andhra Pradesh State Skill Development Corporation Skill AP
(Department of Skills Dyelopment and Training, Gost of Andhra Pradesh) A P S S D C



DASSAULT SYSTEMS 3D EXPERIENCE CENTRE



3D EXPERIENCE

MEMORANDUM OF AGREEMENT WITH



Narasaraopet, Guntur Dist. - 522 604 Andhra Pradesh

Guntur (Dist.), A.P.

**Institution Code: 47** 

# MEMORANDUM OF AGREEMENT BETWEEN

# ANDHRA PRADESH STATE SKILL DEVELOPMENT CORPORATION (First Party)

**AND** 

NARASARAOPETA ENGINEERING COLLEGE
(AUTONOMOUS) (Second Party)



Principal
NARASARAOPETA ENGINEERING COLLEGE
(AUTONOMOUS)
NARASARAOPET - 522 601.
Guntur (Dist.), A.F.



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by Chairman M.V.Koteswara Rao, S/o.M.Venkateswarlu, Narasaraopet

## CE 519241

### **MEMORANDUM OF AGREEMENT**

This Memorandum of Agreement (MoA) is entered into on 27th October 2020 Andhra Pradesh State Skill Development Corporation, a Section 8 Company registered under the Companies Act, 2013 having its Corporate Office at G&J Infra Building, 3rd Floor, D No.78/2, Near NH-5, Near Pathuru Road, Tadepalli, Guntur District, Andhra Pradesh represented by Executive Director-I (hereinafter referred to as "APSSDC" or First Party, which expression shall unless repugnant to this context or meaning thereof, includes its successor in office, legal representatives and permitted assigns) of the First Part.

#### And

GAYATRI EDUCATIONAL DEVELOPMENT SOCIETY an Educational Society, having its office at Narasaraopet, Guntur District, Andhra Pradesh represented by Dr. M. SREENIVASA KUMAR, Principal, NARASARAOPETA ENGINEERING COLLEGE (Autonomous) (hereinafter referred to as Second Party, which expression shall unless repugnant to this context or meaning thereof, includes its successor in office, legal representatives and permitted assigns) of the Second Part.





### WHEREAS

- (a) APSSDC is a unique organization formed as a public private partnership (PPP) corporation to promote skill-development & entrepreneurship in the state of Andhra Pradesh. APSSDC is the Executive Agency for the Department of Skill Development, Entrepreneurship and Innovation, Govt. of Andhra Pradesh (GoAP) serving the important task of providing high quality skilled manpower as part of the knowledge and Skills Mission of GoAP. The main objective of the Corporation is to implement a structured and pragmatic solution to skill & upskill the workforce in the State of Andhra Pradesh and to increase employability and promote entrepreneurship in sync with Industrial growth of the State.
- (b) APSSDC has signed a Memorandum of Understanding (MoU) with Dassault Systems India Private Limited to set up a 3D-experience center (3D-EC) for skill development in the State of Andhra Pradesh in the domains of Aerospace, Automotive and Ship-building and also provide skill development/ training for estimated 1 Lakh students in various certification courses in the next three (3) years starting from academic year 2018-19.
- and Post Graduate course perusing students, the first party (APSSDC) has selected some of the leading Engineering Colleges for running the Skill Development programs. In this direction, through this MoA, the First party(APSSDC) intends to associate with NARASARAOPETA ENGINEERING COLLEGE (Autonomous) to train different segments of students and Job seeking youth in systematic enhancement of Employability Skills towards gainful employment for students / Job seekers;
- 1 The Second Party having been into Educational services through its College by name NARASARAOPETA ENGINEERING COLLEGE (Autonomous) submitted a proposal to the first party, upon understanding the requirements and functions of proposed 3D-experience Centres (3D-EC). As the second party has intention and requirements as per criterion and agreed to rum the Skill Development programs on the terms and conditions as set forth in this MoA.

(e) In pursuance thereof, the parties have agreed to enter into this Agreement.



### A. PURPOSE:

The purpose of this MoA is to sort out the roles and responsibilities of both parties in establishing and managing 3D-Experience Center (3D-EC) for Diploma/ UG/ PG studying candidates in various Polytechnics/Engineering Colleges/University Campuses to enhance employability of students.

### ROLES AND RESPONSIBILITIES:

### B. FIRST PARTY

The APSSDC shall

- select reputed engineering colleges/Universities through a stipulated procedure;
- provide a platform for registration of trainees online and mapping of institutions and students;
- identify and provide course curriculum to suit latest and future technologies;
- prepare over all calendar of programs and communicate to Second Party;
- organize Training Programs for all Diploma/ Under Graduate and Post Graduate students;
- depute required manpower to manage and co-ordinate Trainings in 3D-EC;
- prepare operational guidelines for 3D-EC to be followed by both the parties;
- will take care of insurance and regular maintenance pertaining to Hardware provided;
- promote Research & Development and Innovation for existing Industries;
- have right on any undefined business and activity that falls under purview of this MoA:



exercise its right to cancel the permission now granted to the institutions in the event of not fulfilling their obligations.

### **CSECOND PARTY**

### The Academic Institution shall

- Provide the building space in terms of Two (2) Computer Labs and One (1) E-Class room with a minimum seating capacity of 60 each room space at the College premises to the First Party for establishing the 3D-experience center allocated to the Second Party. The second party shall ensure adequate furniture, electrical fixtures and Power backup in the class rooms and labs;
- install requisite IT infrastructure as listed in Schedule -1 in the 3D-experience Centers (3D-EC) in the earmarked rooms;
- be responsible for ensuring proper physical security of the IT & other electronic items as per schedule-1. Towards security, the second party shall do necessary arrangements and ensure the security for the items;
- ensure internet connectivity of at least 150Mbps bandwidth;
- mobilize faculty and students of the college/institution for trainings and Certification:
- facilitate trainings for different segments namely students within campus, students from other colleges and job seeking youth and the college shall allow its students to attend programs, take assessments and interviews as per schedule communicated by first party;
- provide separate Toilets to the boys and girls, who undergone training at the 3D-experience Center;

Principal
NARASARAOPETA ENGINEERING COLLEGE
(AUTONOMOUS)
NARASARAOPET - 522 661.
Guntur (Dist.), A.P.

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- put necessary efforts and ensure maximum participation of students belonging to Scheduled Caste (SC) and Scheduled Tribe (ST) Categories in the college;
- appoint a Centre Coordinator as Single point of contact person (SPOC) for all admin and programme related activities with the First Party at the 3D-experience Centre for smooth running of the 3D-EC;
- actively participate in the 3D-EC Programs, communicate feedback from the college and students, suggesting for betterment of 3D-EC programs towards maximizing reach;
- arrange for common facilities of housekeeping, security, electrical supply, Drinking and usage water to the Toilets for the students;
- mark the daily attendance in the suggested mode (manual or bio metric or iris scan or so) by the SPOC of Second Party in coordination with 3D-EC Coordinator;
- facilitate in collecting the registration fee as communicated by the First Party, from the candidates provided by the Second Party;
- ensure that the software supplied by the first party should not be used other than for the training programs as mentioned in this MoA;
- follow Operational Guidelines as issued by first party from time to time in maintaining activities in 3D-EC.

## Compliances:

- **KPIs** Key Performance Indicators (KPIs) will be developed in mutual consultation with colleges and APSSDC.
- Monitoring: The activities of 3D-EC shall be regularly monitored through an IT monitoring system at APSSDC on a real time basis and also through the monitoring committee of APSSDC.



- Management Information System: To submit all reports and documents relating to progress of the students on rolls, Accounts, Audit and Annual Work Plan, as specified at such frequency as may be required by APSSDC.
- Details of Data of Number of students passed out, placed (Trained for Employability), and unplaced on year-on-year basis.
- Institutions will face punitive action if found to be:
  - Charging capitation fee or indulging in any other malpractice
  - Provided false data in their reports
  - Unable to achieve targets set by APSSDC/themselves in Proposals consistently
  - ❖ Any non-compliance with the terms and conditions of this Agreement

## D Responsibilities of both the Parties

Both the Parties agree that:

- D.1. The Parties shall diligently perform their respective obligation under the Agreement as per the procedure set forth above.
- D.2. To get the evaluation of the programs done by third party for assessing the impact with respect to quality and quantitative placements.
- D.3. Neither Party shall share any Confidential Information with any other party. The sharing of such database by each other will be on trust that it will not be used by either Party for providing any kind of information to any third party.
- D.4. The Parties agree to use the Confidential Information only for the purposes of this Arrangement and only as permitted herein under this MoA.
- D.5. The 3D-EC shall exclusively be used for in program to be assigned by the First Party to Second Party.

### **E**: Ownership of Assets:

The Second Party irrevocably and unconditionally agrees that the assets provided by the First Party shall not be used for other purposes except for running the Skill Development programs as mentioned by the First Party. The ownership of the IT



infrastructure/assets shall lie with APSSDC whereas the second party, would be the custodian of the installed assets.

### F. Arbitration:

The Parties shall endeavour to resolve all or any dispute or difference arising out of or in connection with this Agreement, amicably within 30 days of notice in writing being issued by the non-defaulting party to the defaulting party indicating such dispute or difference. In case no amicable solution is arrived between the Parties within the said 30 days, then such dispute/s shall be settled through arbitration as per the provisions of the Arbitration and Conciliation Act, 1996 as amended from time to time. The arbitration shall be done by Sole Arbitrator appointed by APSSDC. The written award of the Arbitrator shall be final and binding on all the Parties. The seat and venue for the arbitration proceedings shall be at Vijayawada, Andhra Pradesh.

### G. Termination of MoA:

The first party (APSSDC) shall have the right to terminate this MoA without assigning any reasons by giving prior written notice of 60 (Sixty) days through its authorized signatory. Without prejudice to the above, either Party may terminate this MoA by giving 30 (Thirty) days' written notice through its authorized signatory in the event of any material breach of any of the material terms of this MoA by the other Party. The non-defaulting party shall first serve a written notice of its intention to terminate this MoA to the defaulting party highlighting the material breach and giving the defaulting party a period of 30 days or such extended period as may be mutually agreed to within which to remedy the material breach. Should such event of a material breach remain unresolved/unrectified within the said notice period of 30 days or such extended period as may be mutually agreed to, the non-defaulting shall be able to terminate the MoA forthwith.

### H. Representations and Warranties by the Parties

In addition to the above, the Parties hereto represent and warrants to other Parties as under:



a) That it is duly organized and validly existing under the laws of the which it was incorporated and has the necessary corporate power and under applicable Laws to carry on its business and or perform its functions.

## b) That this MoA

- I. is within its powers and has been duly authorized by it; and
- II. does not conflict in any material respect with any law or regulation or to constitutional documents or any document binding on it and that it has obtained all necessary consents for the performance by it under this MoA.
- c) That all information set forth in this MoA is true and correct and is not misleading in letter and spirit.

## I. PERIOD OF VALIDITY:

This MoA shall become effective from the date hereof and shall be in force for a period of **three years**, unless terminated by mutual consent of the parties.

## J. LIMITATION OF LIABILITY

Except as agreed and provided under this Agreement, neither of the Parties shall be liable to bear or pay any damages arising out of loss of income, loss of profit, special, incidental, indirect, punitive, exemplary or consequential, to any party including third parties, and all such damages are expressively disclaimed.

## K. NOTICES:

Unless otherwise provided herein, all notices or other communications under or in connection with this MoA shall be in English, will be issued in writing and shall be signed by the authorized representative of the issuing / serving Party and may be sent by personal delivery or post or courier or facsimile to the address given above. Any such notice or other communication will be deemed to be effective if sent by personal delivery, when delivered, if sent by post, three days after being deposited in the post and if sent by courier, two days after being deposited with the courier.

## L. COMMUNICATIONS AND PUBLICITY:

The Second Party shall ensure that the name and logo of the first party should appear in all publication material. The Second Party shall ensure that the sign board depicting the name of the First Party be affixed outside the college. The Parties shall



consult and agree on all and any intended communications, publications, presentations and documentations relating to this Arrangement/ MoA(jointly the "Communication(s)") in advance prior to the intended release. If a MoA cannot be reached, a Party shall have the right to disclaim endorsement and/or dissociate itself from that Communication(s). No party shall use logo/trade mark etc. of each of the parties without obtaining its prior written concurrence to that effect.

M. IT IS MUTUALLY UNDERSTOOD AND AGREED BY AND BETWEEN THE PARTIES THAT:

AMENDMENT: Amendment within the scope of the instrument shall be made by mutual consent of the parties, by the issuance of a written modification, signed, and dated by all parties, prior to any changes being performed but all rights reserved by First Party can change any point of time needed.

INFORMATION OWNERSHIP: All information provided by First Party shall only be utilized for conducting training and placement assistance and First Party holds no ownership over the content prepared by Second party. First Party will in no way share or distribute any information received with other public or private agencies, organizations, and individuals.

PARTICIPATION IN SIMILAR ACTIVITIES: This instrument in no way restricts First Party from participating in similar activities with other public or private agencies organizations, and individuals.

NON-FUND OBLIGATING DOCUMENT: This instrument is neither a fiscal nor a funds obligation document.

<u>ESTABLISHMENT OF RESPONSIBILITY:</u> This MoA is not intended to, and not create any right benefit or trust responsibility, substantive or procedural, enforceable at law by a party against First Party or Second Party.

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The parties hereto have executed this agreement as of the last written date below.

For Andhra Pradesh State Skill **Development Corporation** 

For Narasaraopeta Engineering College (Autonomous)

Dr. D.V.Ramakoti Reddy **Executive Director-III** 

.D.V. Rama Koti Reddy **Executive Director** Anoma Pradesh State Skill Development Corporation Dept. of Skills Development & Training Govt. of A.P., Tadepalli, Guntur District.

Dr. M. SREENIVASA KUMAR Principal,

Narasaraopeta Engineering College
(Autonomous) PAL
NARASARAOPETA ENGINEERING MARASARAOPETA ENGIN (AUTONOMOUS) NARASARAOPET - 632 501 Guntur (Dist.), M.P.

Witness:

12.26

Dr. Ravi K Gujjula Chief General Manager- Technical

anager (Technical) As ania Pradesh State Skill **Development Corporation** Dent of Skill Development & Trail

A.P. Vijayawada, A.P.

Witness:

Mr. Mittapalli Ramesh Babu Secretary & Correspondent Narasaraopeta Engineering College (Autonomous)

SECRETARY NARASARAOPETA ENGINEERING COLLEGE (AUTONOMOUS) NARASARAOPET - 522 601, Guntur (Dist.), A.P.



## Schedule - I

## Infrastructure

Item	Product Specifications	Qty
DESK TOP	17 Processor, 16GB Ram,	40 Qty
COMPUTERS	4GB Graphic Card, 500GB Hard Disk	
MONITORS	19.5 LED Monitor, - V202B HP, Keyboard, Mouse	
SERVER	HP Z800 Workstation, 96GB RAM, Intel Xeon X5650, 2.67GHz & 2.66GHz, 3GB Hard Disk	01
UPS	Delta, EH20KUA3PH/1PH, 12-42 AH. 20No,	01

Hardware (40 Qty) & Server procured by Narasaraopeta Engineering College comous) and 3D Experience Licenses provided by APSSDC

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## MEMORANDUM OF UNDERSTANDING (MoU)

### BETWEEN

# Narasaraopeta Engineering college, Narasaraop peta, AP

Vectra Technosoft Pvt Ltd here after will be called as Adva Fantage Pro

This Memorandum of Understanding (hereinafter called as the 'MoU') isentered i into on this the 30<sup>™</sup> day of AUGUST 2021 by and between.

Narasaraopeta Engineering college the First Party represented herein bothy its Principal / Director / Head of Institution And Vectra Technosoft Pvt Ltd - Advantage Pro, The Second party, and represented herein by its Director Ranjit Sengupta,

#### WHEREAS:

- A) First Party is a Higher Educational Institution named Narasaraopeta Enggineering college B) First Party & Second Party believe that collaboration and co-operation benefities will promote more effective use of each of their resources, and provide each of them with enhanced opportunities.
- C) The Parties intent to cooperate and focus their efforts on cooperation withhin area of Skill Based Training, Education, Placement Assistance, Industrial Visit, Expert Lecture.
- D) Vectra Technosoft Pvt Ltd Advantage Pro the Second Party is engaged i in Technical Value Addition Training in Computer Programming allied Courses, Certification Programms, Consultancy, IT enabled services, Manpower support services on its own and with Business Partnesrs

NOW THEREFORE, IN CONSIDERATION OF THE MUTUAL PROMISES SET FORTH IN THIS MOU, THE PARTIES HERETO AGREE AS FOLLOWS:

#### **CLAUSE 1 CO-OPERATION**

1.1 Both Parties are united by common interests and objectives, and they shall establish co-operation.

1.2 First Party and Second Party co-operation will facilitate effective utilization of the intellectual capabilities.

1.3 The parties shall co-operate with each other and shall as promptly as is responsibly practical, relevant

agreement

VECTRA TECHNOSOFT PRIVATE LAMO

Regd Office: Wing 1 & 2, IV Floor, Jhaver Plaza, 1A, Nungambakkam High Road, Nungambakkam, Chennai - 600034. Phone: 044 28263530 / 40 Telefax: 28263527 E-mail: enquiry@vectratech.in

Web: www.advantagepro.in / www.vectratech.in

GST No: 33AABCV1002H1Z1



#### CLAUSE 2 SCOPE OF THE MoU

- 2.1 Industrial Training & Visits: Industry and Institution interaction will provide an insight into the latest developments / requirements of the industries; the Second Party to permit the Faculty and Students of the First Party to visit its group companies and also involve in Industrial Training Programs for the First Party, This will provide confidence & smooth transition for students work. Also the Second party may register on the AICTE Internship Portal for the benefit of students.
- 2.2 Guest Lectures: Second Party to extend the necessary support to deliver guest lecturers to the students of the First Party on the technology trends and in house requirements.
- 2.3 Placement of trained students: second party will actively engage to help the delivery of the training and placement of the students of the first party on the technology trends and in house requirements.
- 2.4 There is no financial commitment on the part of the Narasaraopeta Engineering college, the first party to take up any program mention in MoU. If there is any financial consideration, it will be dealt separately.

2.5 Both Parties to obtain all internal approvals, consents, permissions, and licenses of whatsoever nature required.

### **CLAUSE 3 VALIDITY**

3.1 This Agreement will be valid until it is expressly terminated by either Party on mutually agreed terms, during which period, the Second Part.

### CLAUSE 4 RELATIONSHIP BETWEEN THE PARTIES

5.1 It is expressly agreed that First Party and Second Party are acting under this MOU as independent contractors, and the relationship established under this MOU shall not be construed as a partnership.

Narasaraopeta Engineering college

Principal

NARASARAOPETA ENGINEERING COLLEGE

(AUTONOMOUS)

NARASARAGPET - 522 601.

Guntur (Dist.), A.P.

Vectra Technosoft Pvt Ltd

Ranjit Sengupta

ADVANTAGE PRO

CHENNAI-34

VECTRA TECHNOSOFT PRIVATE LIMITED

NAPASARAOPET - 522 601 Regd Office: Wing 1 & 2, IV Floor, Jhaver Plaza, 1A, Nungambakkam High Road, Nungambakkam, Chennal Edologia MOUS) Cuntur (Dist.), A.P. Phone: 044 28263530 / 40 Telefax: 28263527 E-mail: enquiry@vectratection.

Web: www.advantagepro.in / www.vectratech.in

GST No: 33AABCV1002H1Z1



# Certificate of Membership

This is to certify that

NARASARAOPET, ANDHRA PRADESH

is an Associate Member of ICT Academy.

Membership No : 173309

Valid till: 10 Aug 2026

New Deits, India

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aplictacademy.in



Principal
NARASARAOPETA ENGINEERING COLUEGE

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# MEMORANDUM OF UNDERSTANDING (MOU)

## **BETWEEN**

# NARASARAOPETA ENGINEERING COLLEGE

&

# MITTAPALLI SPINNERS LIMITED



## MEMORANDUM OF UNDERSTANDING

This **Memorandum of Understanding** (hereinafter called as the 'MOU') is entered into on this the 01-02-2019.

### BETWEEN

Narasaraopeta Engineering College, Kotappakonda Road, Yellamanda P.O, Narasaraopet – 522601, Guntur (Dist) represented herein by its Dr.M.Sreenivasa Kumar (hereinafter referred as "First Party", the institution which expression, unless excluded by or repugnant to the subject or context shall include its successors – in-office, administrators and assigns).

### AND

Mittapalli Spinners Limited, CHINATURAKAPALEM(V),NARASRAOPET(M), GUNTUR(DT),PIN-522601,and represented herein by its Zonal / Divisional Head, Mr. G.SHASIDHAR, (hereinafter referred to as "Second Party",company which expression, unless excluded by or repugnant to the subject or context shall include its successors – in-office, administrators and assigns).

(First Party and Second Party are hereinafter jointly referred to as 'Parties' and individually as 'Party')

### WHEREAS:

- A) First Party is a Higher Educational Institution named:
  - (ı) Narasaraopeta Engineering College
- B) First Party & Second Party believe that collaboration and co-operation between themselves will promote more effective use of each of their resources, and provide each of them with enhanced opportunities.
- C) The Parties intent to cooperate and focus their efforts on cooperation within area of Skill Based Training, Education and Research.

D) Both Parties, being legal entities in themselves desire topping this Mourcipal (AUTONOMOUS)

- for advancing their mutual interest;.
- E) Mittapalli Spinners Limited, the Second Party is engaged in Business, Manufacturing, Skill Development, Education and R&D Services in the fields of train the students and develop the projects and related fields.
- F) Mittapalli Spinners Limited, the Second Party is promoted by promoter name Mr. G.SHASIDHAR Group; Address and background of the Company;
- G) Give related information, its branches, and dimensional information about the industry concerned with whom the MoU is sworn.

NOW THEREFORE, IN CONSIDERATION OF THE MUTUAL PROMISES SET FORTH IN THIS MOU, THE PARTIES HERETO AGREE AS FOLLOWS:

## **CLAUSE 1 CO-OPERATION**

- Both Parties are united by common interests and objectives, and they shall establish channels of communication and co-operation that will promote and advance their respective operations within the Narasaraopeta Engineering College and its related wings. The Parties shall keep each other informed of potential opportunities and shall share all information that may be relevant to secure additional opportunities for one another.
- 1.2 Narasaraopeta Engineering College and Mittapalli Spinners Limited cooperation will facilitate effective utilization of the intellectual capabilities of the faculty of Narasaraopeta Engineering College providing significant inputs to them in developing suitable teaching / training systems, keeping in mind the needs of the industry, the Mittapalli Spinners Limited
- The general terms of co-operation shall be governed by this MoU. The

  Parties shall cooperate with each other and shall, as promptly as is

  reasonably practical, enter into all relevant agreements, deeds and

  documents (the 'Definitive Documents') as may be required to give A ENGINEERING COLLEGE.

(AUTONOMOUS)
NARASARAOPET - 522 601.
Guntur (Dist.), A F

effect to the actions contemplated in terms of this MoU. The term of Definitive Documents shall be mutually decided between the Parties. Along with the Definitive Documents, this MOU shall represent the entire understanding as to the subject matter hereof and shall supersede any prior understanding between the Parties on the subject matter hereof.

## **CLAUSE 2 SCOPE OF THE MOU**

- 2.1 The budding graduates from the institutions could play a key role in technological up-gradation, innovation and competitiveness of an industry. Both parties believe that close co-operation between the two would be of major benefit to the student community to enhance their skills and knowledge.
- 2.2 **Curriculum Design:** Mittapalli Spinners Limited will give valuable inputs to the Narasaraopeta Engineering College in teaching / training methodology and suitably customize the curriculum so that the students fit into the industrial scenario meaningfully.
- 2.3 Industrial Training & Visits: Industry and Institution interaction will give an insight into the latest developments / requirements of the industries; the Mittapalli Spinners Limited to permit the Faculty and Students of the Narasaraopeta Engineering College to visit its group companies and also involve in Industrial Training Programs for the Narasaraopeta Engineering College. The industrial training and exposure provided to students and faculty through this association will build confidence and prepare the students to have a smooth transition from academic to working career. The Mittapalli Spinners Limited will provide its Labs / Workshops / Industrial Sites for the hands-on training of the learners enrolled with the First Party.
- 2.4 Internships and Placement of Students: Mittapalli Spinners Limited will actively engage to help the delivery of the Internship and placement of students of the Narasaraopeta Engineering College internship.

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NAMASARAOPETA ENGINEERING COLLEC
(AUTONOMOUS)
NARASARAOPET - 522 601.

- internships/jobs, as per AICTE internship Policy. The Mittapalli Spinners Limited will also register itself on AICTE Internship Policy Portal for disseminating the Internship opportunities available with them.
- 2.5 Research and Development: Both Parties have agreed to carry out the joint research activities in the fields of Narasaraopeta Engineering College, specializations, activities and services.
- Skill Development Programs: Mittapalli Spinners Limited to train the students of Narasaraopeta Engineering College on the emerging technologies in order to bridge the skill gap and make them industry ready.
- 2.7 **Guest Lectures:** Mittapalli Spinners Limited to extend the necessary support to deliver guest lecturers to the students of the Narasaraopeta Engineering College on the technology trends and in house requirements.
- 2.8 Faculty Development Programs: Mittapalli Spinners Limited to train the Faculties of Narasaraopeta Engineering College for imparting industrial exposure/ training as per the industrial requirement considering the National Occupational Standards in concerned sector, if available.
- 2.9 Both Parties to obtain all internal approvals, consents, permissions, and licenses of whatsoever nature required for offering the Programs on the terms specified herein
- 2.10 There is no financial commitment on the part of the Narasaraopeta Engineering College, the First Party to take up any program mentioned in the MoU. If there is any financial consideration, it will be dealt separately.

## CLAUSE 3 INTELLECTUAL PROPERTY

3.1 Nothing contained in this MOU shall, by express grant, implication, Estoppel or otherwise, create in either Party any right, title, interest, or license in or to the intellectual property (including but not Thinker to Manasara Appela engineer)

(AUTONOMOUS)

Commission

know-how, inventions, patents, copy rights and designs) of the other Party.

### **CLAUSE 4 VALIDITY**

- 4.1 This Agreement will be valid until it is expressly terminated by either Party on mutually agreed terms, during which period Mittapalli Spinners Limited the Second Party, as the case may be, will take effective steps for implementation of this MoU. Any act on the part of Mittapalli Spinners Limited, the Second Party after termination of this Agreement by way of communication, correspondence etc., shall not be construed as an extension of this MoU
- 4.2 Both Parties may terminate this MOU upon 30 calendar days' notice in writing. In the event of Termination, both parties have to discharge their obligations

## **CLAUSE 5 RELATIONSHIP BETWEEN THE PARTIES**

Mittapalli Spinners Limited are acting under this MoU as independent contractors, and the relationship established under this MoU shall not be construed as a partnership. Neither Party is authorized to use the other Party's name in any way, to make any representations or create any obligation or liability, expressed or implied, on behalf of the other Party, without the prior written consent of the other Party. Neither Party shall have, nor represent itself as having, any authority under the terms of this MOU to make agreements of any kind in the name of or binding upon the other Party, to pledge the other Party's credit, or to extend credit on behalf of the other Party.

First Party

Second Party
Principal
NARASARAOPETA ENGINEERING COULF
(pretation uponomous)

Any divergence or difference derived from the interpretation of the MoU shall be resolved by arbitration between the Color.

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parties as per the Arbitration Act, 1996. The place of the arbitration shall be at District Head Quarters of the Narasaraopeta Engineering College. This undertaking is to be construed in accordance with Indian Law with exclusive jurisdiction in the Courts of Hyderabad.

### AGREED:

For Narasaraopeta Engineering College

Authorized Signatory

For Mittapalli Spinners Limited

FOR MITTAPALLI SPINNERS LIMITED

**Authorized Signatory** 

NARASARAOPET - 522 601 Guntur (Dist.), A.P. Mittapalli Spinners Limited Narasaraopeta Engineering College Kotappakonda Road, Yellamand P.O, Mittapalli Spinners Limited, Chinaturakapalem(V), Narasaraopet(M), Narasaraopet - 522601, Guntur (Dist) Guntur(DT), Andhra Pradesh, PIN-522601 Cell no: 9581442701 Cell no: 9441895535 E-mails: E-mail: mechhod@nrtec.ac.in mittapallispinners@gmail.com.com Web: www.mittapallispinners.com Web: nrtec.ac.in

Witness1

(Dr. D.Suneel)

Witness2

(Dr.P.Lakshmanan)

Principal

NARASARAOPETA ENGINEERING COLLEGE

(AUTONOMOUS) NARASARAOPET - 522 601.

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## MEMORANDUM OF UNDERSTANDING FOR

## TEACHING, LEARNING AND SKILL DEVELOPMENT

This Memorandum of Understanding (here in after called as the "MoU") is entered in to on this date of 18-06-2019, by and between Narasaraopeta Engineering College (NEC), Narasaraopet. Guntur(Dt.) - 522 601, Andhra Pradesh, India. the Institution represented here in by its Principal, NEC (Here in after referred as "First Party", the institution which expression, unless excluded by or offensive to the subject or context shall include its successors in office, administrators and assigns).

#### AND

Vignan's Foundation for Science, Technology & Research (Deemed to be University) Vadlamudi, Guntur(Dt) – 522–213, Andhra Pradesh, India. The Vignan's University (Deemed to be) is represented by the Dean (Academics & Foreign Collaborations) (Here in after referred as "Second Party", the Vignan's University (Deemed to be) which expression, unless excluded by or repugnant to the subject or context shall include its successors-in-office, administrators and assigns).

First Party and Second Party are here in after jointly referred to as "Parties" and individually as "Party" as

In order to facilitate collaborative research work, to establish academic and scientific relationships, to promote joint research activities, to extend mutual support in Postgraduate and Doctrol programme, NEC and Vignan's University (Deemed to be), agree this Memorandum of Understanding (MoU).

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### 1. SCOPE OF THE MOU:

The scope of the collaboration in academic and research activities in this MoU include the following categories:

- Academic and research collaborations in the mutually interested areas.
- Academic interactions and support leading to higher qualifications.
- Exchange of academic and scientific information.
- To conduct professional development programs related to Accreditation and Assessment procedures for the benefit of teachers.
- To provide help in developing accreditation process.

### 1.1. Academic and Research Collaborations in the mutually interested areas:

- a) Faculty from Vignan's University (Deemed to be) and NEC can engage in collaborative research work, support and help each other in carrying research projects.
- **b)** Joint project proposals can be developed by the faculty members from Vignan's University (Deemed to be) and NEC to submit to funding agencies such as DST, DBT, UGC, AICTE, NRB, DRDO etc..
- c) Any intellectual property rights (IPR) in connection with the joint projects shall belong to both the institutions.
- d) The visible output in the form of conference proceedings, journal publications and book chapters which resulted from the collaborative research work, joint projects and research work that leads to Ph.D degree, shall belong to the faculty members and credentials shall be given to them who involved and executed the work as per the research and publishing ethics.

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## 1.2. Academic Interactions and Support Leading to Higher qualifications:

- a) Vignan's University (Deemed to be) shall give opportunity to faculty members of NEC to register for Ph.D., on Part-time/external mode subject to their meeting the admission criteria and bases on interview performance.
- b) The faculty can complete the required courses by self-study and can appear for the examinations. NEC shall grant permission to the faculty members who register Ph.D., at Vignan's University (Deemed to be) to write those examinations.
- c) If a faculty of NEC registers for Ph.D. at Vignan's University (Deemed to be), he shall have one guide at NEC and one guide at Vignan's University (Deemed to be).
- d) A faculty of NEC who is eligible to guide Ph.D. scholars can act as internal guide.
- e) If the guide is not available in the parent department from NEC or Vignan's University (Deemed to be) in the proposed research area, eligible faculty who belongs to allied departments can act as one of the guides, however, in such cases, one guide must be from the parent department either at NEC or Vignan's University (Deemed to be).
- f) The remaining Ph.D. guidelines, rules and regulations Will be followed as per the Vignan's University (Deemed to be).
- g) The instruments, equipment and other research facilities at Vignan's University (Deemed to be) can be utilized by the faculty members for their Ph.D. work as per institute norms with applicable fee.

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-Estd. u/s 3 of UGC Act 1956

## 1.3. Exchange of Academic and Scientific Information:

- a) Vignan's University (Deemed to be) and NEC can support and help each other in the academic programmes by conducting joint workshop, conferences, seminars, by arranging short visits, guest lectures and training programmes for the faculties and students.
- b) Faculty shall share articles, publications, scientific information, patents information etc., for their academic needs and not for commercial purposes on mutual consent and case to case basis with regard to revenue sharing and expenditure.

### 2. Financial Commitment:

The first party shall reimburse the expenses incurred and pay for the services rendered by the second party towards activities covered under this MoU.

## 3. Validity and Maturity:

This agreement will be valid for a period of five years. This MoU may be terminated by either of the parties forthwith if any other party commits breach of any of the terms here of and shall have failed to rectify such breach within 60 days of the notice in this behalf having been served on it by the other party.

## 4. Relationship and Obligations between parties:

It is expressly agreed the First Party and Second Party are acting under this MoU as independent organizations, and the relationship established under this MoU shall not be construed as a partnership neither party is authorized to use the other party's name in any way, to make any representations or create any obligation or liability, expressed or implied, on behalf of the other party, without the prior written consent of the party.

NARASARAOPETA ENGINZERING COLLEGE (AUTONOMOUS) NARASARAOPET - 522 601.

Guntur (Dist.), A.P.





#### AGREED:

First Party

For: Narasaraopeta Engineering College,

Narasaraopet, Guntur(Dt) - 522 601 Andhra Pradesh, India.

Second Party

For: Vignan's Foundation for

Science Technology & Research

(Deemed to be University)

Vadlamudi, Guntur(Dt) – 522 213,

Andhra Pradesh, India.



Authorized Signatory

Dr. M. Sreenivasa Kumar,

Principal

Narasaraopeta Engineering College.

PRINCIPAL NARASARAOPETA ENGINEERING COLLEGE (AUTONOMOUS)

NARASARAOPET - 522 601 Guntur (Dist.). A.P.

Witnessed by:

2. Venkat Sira (DS.B. Venkata Siva)

Authorized Signatory

Dr. D. Vijaya Ramu,

Dean Academics

& Foreign Collaborations.

Vignan's Foundation for

Science, Technology &

Research (Deemed to be University).

Witnessed by:

NARASARAOPETA ENGINEERING COLLEGE (AUTONOMOUS)

NARASARAOPET - 522 601.

Guntur (Dist.), A.P.