

**3.7.1**

**2020-2021**



# CHIEF MINISTER'S SKILL EXCELLENCE CENTER



## MEMORANDUM OF AGREEMENT (MoA)

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



12 June  
24 JUL 2019  
JOINT SUB REGISTRAR-1  
SPECIAL  
EX-OFFICIO VENDER  
NARASARAOPET.

IQAC

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**



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



The Agreement is executed on this 24<sup>th</sup> day of JULY 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**

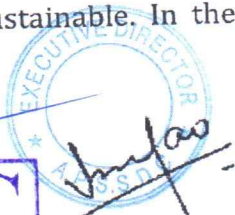
**NARASARAOPETA ENGINEERING COLLEGE** having its corporate office at **Kotappakonda Road, Narasaraopeta, Guntur, Andhra Pradesh 522601** herein after called **NEC, Narsaraopeta** (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successors and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

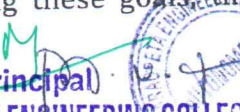
APSSDC and College shall herein after be collectively referred to as Parties and individually as first/second Party.

**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

  
**IQAC**

  
EXECUTIVE DIRECTOR

  
Principal  
**NARASARAOPETA ENGINEERING COLLEGE**  
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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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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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- 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



## 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.

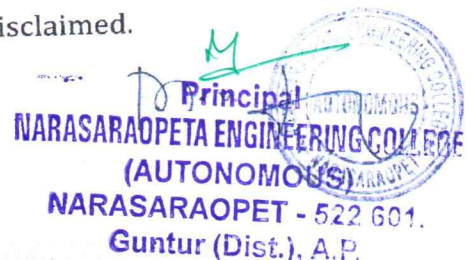
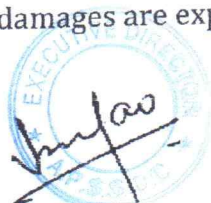
## 8. CONFIDENTIAL INFORMATION

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 expressly disclaimed.





## 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

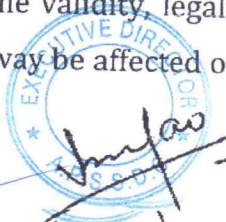
If the performance of any part of this Agreement by parties is prevented or delayed by acts of civil or military authority, flood, fire, epidemic, war or riot, or other acts beyond the reasonable control of either party, the party affected shall be excused from such performance only during the continuance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

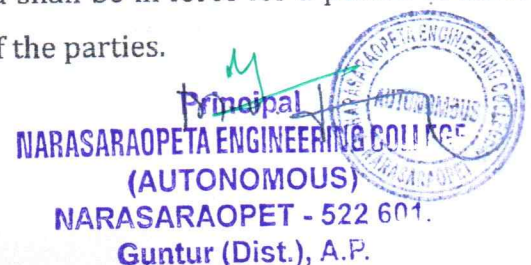
<b>APSSDC</b>	<b>Andhra Pradesh State Skill Development Corporation</b> <b>Door No. 78/2, G&amp;J Inforsight Building,</b> <b>Near Pathuru Junction, Tadepalli - 522501</b>
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<b>College/ Institution</b>	<b>NARASARAOPETA ENGINEERING COLLEGE</b> <b>Kotappakonda Road, Narasaraopeta, Guntur,</b> <b>Andhra Pradesh 522601</b>
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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 1<sup>st</sup> Nov 2018 and shall be in force for a period of three years, unless terminated by mutual consent of the parties.





## 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.

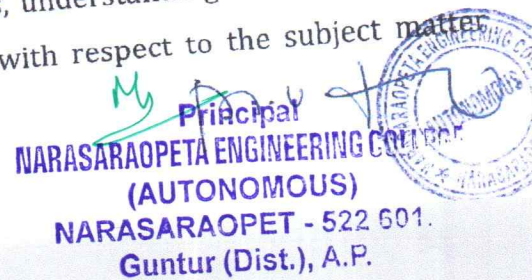
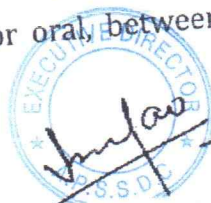
## 18. MODIFICATION, AMENDMENT, SUPPLEMENT OR WAIVER

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.





## 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: \_\_\_\_\_

(Name: **Dr. B Nageswara Rao**)



Designation: **Executive Director**

**NARASARAOPETA ENGINEERING COLLEGE,**

**Kotappakonda Road, Narasaraopeta, Guntur, Andhra Pradesh 522601**

Signature: \_\_\_\_\_

Name: **M.V. KOTESWARA RAO**



Designation: **CHAIRMAN**

**Witness**

Name: **Dr. M. SREENIVASA KUMAR**

Signature: \_\_\_\_\_

Designation: **PRINCIPAL**

**Dr. M. SREENIVASA KUMAR**

**PRINCIPAL**

**NARASARAOPETA ENGINEERING COLLEGE**

**NARASARAOPET - 522 601,**

**Guntur (Dt.), A.P.**



Name : **Dr. P. LAKSHMANAN**

Signature: \_\_\_\_\_

Designation: **Prof & Head, EEE**

**APSSDC SPOC**

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

ANNEXURE-I

<b>Laptops</b> : 37 No.	
<b>Make and Model</b> : Acer TMP 249-G2-M	
<b>Technical Specifications</b>	
Processor	Intel Core i5-7200U Processor @ 2.5 GHz(Turbo Boost Upto 3.1 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	BOSS Linux
Keyboard	External;
Mouse	External;



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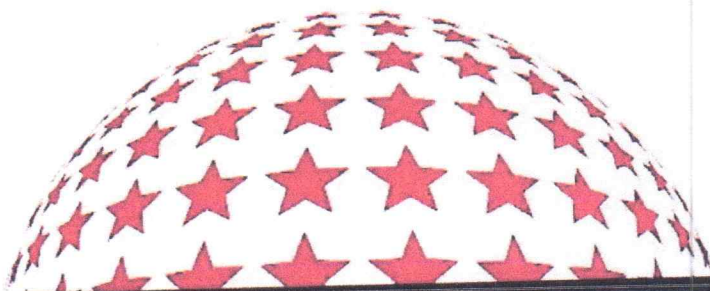


# MEMORANDUM OF UNDERSTANDING (MoU) BETWEEN



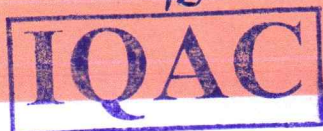
**NARASARAOPETA**  
**ENGINEERING COLLEGE**  
(AUTONOMOUS)

**&**



**CANTER**

**CADD**



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



# MEMORANDUM OF UNDERSTANDING (MoU)


BETWEEN

**NARASARAOPETA ENGINEERING COLLEGE**  
**(Autonomous) (First Party)**

&

**CANTER CADD INDIA PVT.LTD**  
**(Second Party)**



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



ఆంధ్రప్రదేశ్ ఆంధ్ర ప్రదేశ్ ANDHRA PRADESH

CS 511043  
Venkata Subba Rao  
Notary Public for  
Andhra Pradesh  
No. 107 of 2019  
S.L.No. 107 of 2019  
Date of Birth 10/10/1957  
Date of Issuance 10/10/19

4928/12-02-2021 Rs.100/- Narasaraopeta Engineering College, Narasaraopeta,  
Repby Chairman M.V.Koteswara Rao, S/o.Venkateswarlu, Narasaraopeta

### MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (here in after called as the 'MoU') is entered into on 17<sup>th</sup> of- February - Two Thousand Twenty One (17-02-2021),

#### BETWEEN

**GAYATRI EDUCATIONAL DEVELOPMENT SOCIETY** an Educational Society, having its office at Narasaraopeta, Guntur District, Andhra Pradesh, the First Party represented herein by its Principal **Dr. M.SREENIVASA KUMAR, NARASARAOPETA ENGINEERING COLLEGE(Autonomous), Kotappakonda Road, Narasaraopeta, Guntur, Andhra Pradesh 522601.** (herein after 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

**CANTER CADD, 2nd Floor 4/1, Arundelpet , Swarnalok Complex , Guntur, Andhra Pradesh 522002, the Second Party,** and represented herein by its Center Manager, **KANCHERLA NAGU.** (herein after 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).

  
**IQAC**

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



(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:  
**NARASARAOPETA ENGINEERING COLLEGE (Autonomous), Kotappakond Road, Narasaraopet, Guntur Dist, Andhra Pradesh 522601.**
- 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 to sign this MOU for advancing their mutual interest;
- E) **CANTER CADD, 2nd Floor 4/1, Arundelpet , Swarnalok Complex , Guntur, Andhra Pradesh 522002**, the Second Party is engaged in Skill Development, Education and R&D Services in the fields of – **Computer-Aided Design(CAD), Computer-Aided Analysis(CAA), Computer-Aided Engineering(CAE), Computer-Aided Manufacturing(CAM) and 3D Printing technology** and related fields.
- F) **CANTER CADD, 2nd Floor 4/1, Arundelpet , Swarnalok Complex , Guntur, Andhra Pradesh 522002**, the Second Party is promoted by **Mr. Kancherla Nagu, Center Manager;**



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

- G) CANTER CADD was established in 2004 with a simple, deeply committed vision to unleash the power of Engineering. Engineering is a great power. It fuels the world's economy, makes our life wonderfully safe and comfortable and fills the world with wondrous products and services and unleashes the power of human's mind! Very early it was understood the future and wanted to seize the opportunity and provide leadership and make an impact in the field of computer technology used in Engineering. In the following they have made clear what specifically drives them. It has explained why there is a need for in-depth training of these computer technologies, how they have put in place the most efficient training program, their success story to date and finally why the road ahead is almost endless and the fact that it has miles to go

**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 channels of communication and co-operation that will promote and advance their respective operations within the **NARASARAOPETA ENGINEERING COLLEGE (Autonomous), Kotappakonda Road, Narasaraopet, Guntur, Andhra Pradesh 522601** 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 First Party and Second Party co-operation will facilitate effective utilization of the intellectual capabilities of the faculty of First Party providing significant inputs to them in developing suitable teaching / training systems, keeping in mind the needs of the industry, the Second Party.

  
**IQAC**

  
**Principal**  
**NARASARAOPETA ENGINEERING COLLEGE**  
**(AUTONOMOUS)**  
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**Guntur (Dist.), A.P.**



- 1.3 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 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:** Second Party will give valuable inputs to the First Party 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 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. 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 Second Party will provide its Labs / Workshops / Industrial



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

Sites for the hands-on training of the learners enrolled with the First Party.

- 2.4 Internships and Placement of Students:** Second Party will actively engage to help the delivery of the Internship and placement of students of the First Party into internships/jobs, as per AICTE internship Policy. The Second Party 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 – **Computer- Aided Design(CAD), Computer-Aided Analysis(CAA), Computer-Aided Engineering(CAE), Computer-Aided Manufacturing(CAM) and 3D Printing technology** and related fields.
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- 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



  
Principal  
NARASARAOPETA 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.

- 2.10 There is **no financial commitment** on the part of the **Computer- Aided Design(CAD), Computer-Aided Analysis(CAA), Computer-Aided Engineering(CAE), Computer-Aided Manufacturing(CAM) and 3D Printing technology**, 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, estoppels or otherwise, create in either Party any right, title, interest, or license in or to the intellectual property (including but not limited to 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 **CANTER CADD, 2nd Floor 4/1, Arundelpet , Swarnalok Complex, Guntur, Andhra Pradesh 522002**, the Second Party, as the case may be, will take effective steps for implementation of this MoU. Any act on the part of **Training Partner or CANTER CADD, 2nd Floor 4/1, Arundelpet , Swarnalok Complex, Guntur, Andhra Pradesh 522002**, 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 The MoU shall become effective from the date hereof and shall be in force for a period of **three years** and can be extended on mutual agreement, unless terminated by mutual consent of the parties.
- 4.3 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.



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



## CLAUSE 5 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. 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**

**COLLEGE(Autonomous),**

Kotappakonda Road,

Narasaraopet, Guntur (Dist) ,

Andhra Pradesh 522601.

**Center Manager**

**CANTER CADD**

2nd Floor 4/1,

Arundelpet,

Swarnalok Complex, Guntur

Andhra Pradesh 522002.

Any divergence or difference derived from the interpretation or application of the MoU shall be resolved by arbitration between the parties as per the Arbitration Act, 1996. The place of the arbitration shall be at District Head Quarters of the First Party. This undertaking is to be construed in accordance with Indian Law with exclusive jurisdiction in the Courts of **Guntur District Jurisdiction, Andhra Pradesh.**




Handwritten signature of the Center Manager and a blue rectangular stamp reading:  
**Principal**  
**NARASARAOPETA ENGINEERING COLLEGE**  
**(AUTONOMOUS)**  
**NARASARAOPET - 522 601.**  
**Guntur (Dist.), A.P.**

**AGREED:**

**Dr.M.SREENIVASA KUMAR**  
**Principal**  
**NARASARAOPETA ENGINEERING**  
**COLLEGE(Autonomous),**  
Kotappakonda Road,  
Narasaraopet, Guntur (Dist) ,  
Andhra Pradesh 522601.




  
Authorized Signatory **PRINCIPAL**  
**NARASARAOPETA ENGINEERING COLLEGE**  
**(AUTONOMOUS)**  
**NARASARAOPET - 522 601**  
Guntur (Dist.), A.P.

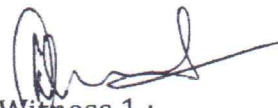
**KANCHERLA NAGU**

**Center Manager**  
**CANTER CADD**  
2nd Floor 4/1,  
Arundelpet,  
Swarnalok Complex, Guntur  
Andhra Pradesh 522002.




  
Authorized Signatory

Name of Institution	Name of Industry
NARASARAOPETA ENGINEERING COLLEGE (Autonomous), Kotappakonda Road, Narasaraopet, Guntur, Andhra Pradesh 522601.	CANTER CADD, 2nd Floor 4/1, Arundelpet, Swarnalok Complex, Guntur. Andhra Pradesh 522002.
086472 39903	+91 9032220123,+91 7893235777
principal@nrtec.in	nagu@cantercadd.com
www.nrtec.in	www.cantercadd.com

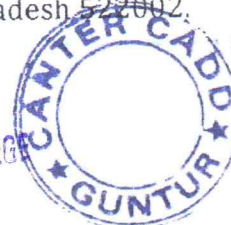
  
Witness 1 :

**Dr.D.Suneel,** **VICE PRINCIPAL**  
**NARASARAOPETA ENGINEERING COLLEGE**  
**(AUTONOMOUS)**  
**NARASARAOPET - 522 601,**  
Guntur (Dist.), A.P.  
**NARASARAOPETA ENGINEERING**  
**COLLEGE(Autonomous),**  
Narasaraopet - 522 601.  
Guntur (Dist.), A.P.



  
Witness 2 :

**Sk.Hussain Vali,**  
Mechanical Facilitator,  
CANTER CADD,  
2nd Floor 4/1, Arundelpet,  
Swarnalok Complex, Guntur  
Andhra Pradesh 522002.



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



- G) CANTER CADD was established in 2004 with a simple, deeply committed vision to unleash the power of Engineering. Engineering is a great power. It fuels the world's economy, makes our life wonderfully safe and comfortable and fills the world with wondrous products and services and unleashes the power of human's mind! Very early it was understood the future and wanted to seize the opportunity and provide leadership and make an impact in the field of computer technology used in Engineering. In the following they have made clear what specifically drives them. It has explained why there is a need for in-depth training of these computer technologies, how they have put in place the most efficient training program, their success story to date and finally why the road ahead is almost endless and the fact that it has miles to go

**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 channels of communication and co-operation that will promote and advance their respective operations within the **NARASARAOPETA ENGINEERING COLLEGE (Autonomous), Kotappakonda Road, Narasaraopet, Guntur, Andhra Pradesh 522601** 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 First Party and Second Party co-operation will facilitate effective utilization of the intellectual capabilities of the faculty of First Party providing significant inputs to them in developing suitable teaching / training systems, keeping in mind the needs of the industry, the Second Party.

  
**IQAC**

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

- 1.3 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 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:** Second Party will give valuable inputs to the First Party 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 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. 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 Second Party will provide its Labs / Workshops / Industrial

  
**IQAC**

  
**Principal**  
**NARASARAOPETA ENGINEERING COLLEGE**  
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Sites for the hands-on training of the learners enrolled with the First Party.

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



- 2.10 There is **no financial commitment** on the part of the **Computer- Aided Design(CAD), Computer-Aided Analysis(CAA), Computer-Aided Engineering(CAE), Computer-Aided Manufacturing(CAM) and 3D Printing technology**, the First Party to take up any program mentioned in the MOU. If there is any financial consideration, it will be dealt separately.


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

## CLAUSE 5 RELATIONSHIP BETWEEN THE PARTIES

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(First Party)

(Second Party)

**Principal**

**Center Manager**

**NARASARAOPETA ENGINEERING**

**CANTER CADD**

**COLLEGE(Autonomous),**

2nd Floor 4/1,

Kotappakonda Road,

Arundelpet,

Narasaraopet, Guntur (Dist) ,

Swarnalok Complex, Guntur

Andhra Pradesh 522601.

Andhra Pradesh 522002.

Any divergence or difference derived from the interpretation or application of the MoU shall be resolved by arbitration between the parties as per the Arbitration Act, 1996. The place of the arbitration shall be at District Head Quarters of the First Party. This undertaking is to be construed in accordance with Indian Law with exclusive jurisdiction in the Courts of **Guntur District Jurisdiction, Andhra Pradesh.**



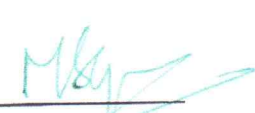
Handwritten signature in green ink above a blue rectangular stamp. The stamp contains the text: **Principal**, **NARASARAOPETA ENGINEERING COLLEGE**, **(AUTONOMOUS)**, **NARASARAOPET - 522601.**, and **Guntur (Dist), Andhra Pradesh**.



**AGREED:**

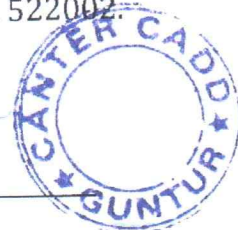
**Dr.M.SREENIVASA KUMAR**  
**Principal**  
**NARASARAOPETA ENGINEERING**  
**COLLEGE(Autonomous),**  
**Kotappakonda Road,**  
**Narasaraopet, Guntur (Dist) ,**  
**Andhra Pradesh 522601.**



  
Authorized Signatory **PRINCIPAL**  
**NARASARAOPETA ENGINEERING COLLEGE**  
**(AUTONOMOUS)**  
**NARASARAOPET - 522 601**  
**Guntur (Dist.), A.P.**


**KANCHERLA NAGU**  
**Center Manager**  
**CANTER CADD**

**2nd Floor 4/1,**  
**Arundelpet,**  
**Swarnalok Complex, Guntur**  
**Andhra Pradesh 522002.**




  
Authorized Signatory

Name of Institution	Name of Industry
NARASARAOPETA ENGINEERING COLLEGE (Autonomous), Kotappakonda Road, Narasaraopet, Guntur, Andhra Pradesh 522601.	CANTER CADD, 2nd Floor 4/1, Arundelpet, Swarnalok Complex, Guntur. Andhra Pradesh 522002.
086472 39903	+91 9032220123,+91 7893235777
principal@nrtec.in	nagu@cantercadd.com
www.nrtec.in	www.cantercadd.com

  
Witness 1 :

**Dr.D.Suneel,** **VICE PRINCIPAL**  
**NARASARAOPETA ENGINEERING COLLEGE**  
**(AUTONOMOUS)**  
**NARASARAOPET - 522 601,**  
**Guntur (Dist.), A.P.**  
**NARASARAOPETA ENGINEERING**  
**COLLEGE(Autonomous),**  
**Narasaraopet - 522 601.**  
**Guntur (Dist.), A.P.**



  
Witness 2 :

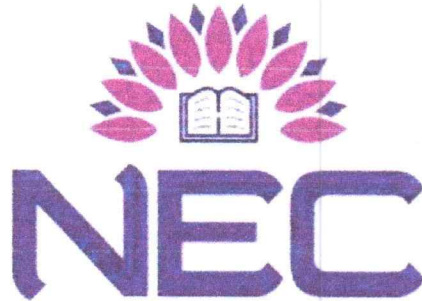
**Sk.Hussain Vali,**  
**Mechanical Facilitator,**  
**CANTER CADD,**  
**2nd Floor 4/1, Arundelpet,**  
**Swarnalok Complex, Guntur.**  
**Andhra Pradesh 522002.**



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

# MEMORANDUM OF UNDERSTANDING

BETWEEN

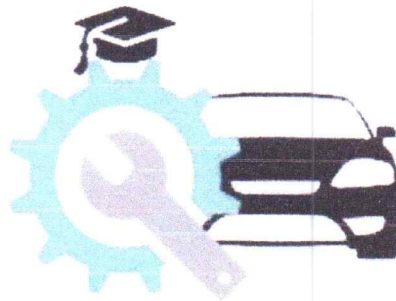


DEPARTMENT OF MECHANICAL ENGINEERING

**NARASARAOPETA ENGINEERING COLLEGE(Autonomous)**

Kotappakonda Road, Yellamanda (Post), Narasaraopet – 522601, Guntur District, AP

AND



**JANATHA GARAGE PVT. LTD.**

**AUTOMOBILE TRAINING INSTITUTE & RESEARCH**

**CENTER**

#1-48, BharathPetroleum Opp., Tadikonda, X Roads, Guntur, Andhra Pradesh – 522236,

Phone:+919652157264, 9052313114,Email:info@janthagarageautomobile.com,

Web:www.janthagarageautomobile.com



November 2021

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



## MEMORANDUM OF UNDERSTANDING (MOU)

This MOU is between the Department of Mechanical Engineering of NARASARAOPETA ENGINEERING COLLEGE(AUTONOMOUS), and JANATHA GARAGE PVT. LTD., AUTOMOBILE TRAINING INSTITUTE & RESEARCH CENTER, Guntur for the purpose of enriching technical education and for continuous interaction between Industry and Institution.

NARASARAOPETA ENGINEERING COLLEGE (AUTONOMOUS), Kotappakonda Road, Yellamanda (Post), Narasaraopet – 522601, Guntur District, A.P. is approved by AICTE, New Delhi.

JANATHA GARAGE PVT. LTD., AUTOMOBILE TRAINING INSTITUTE & RESEARCH CENTER, Guntur, Andhra Pradesh, offers highly specialized and practical oriented training in the field of Automobile Engineering & Technology. The courses are particularly designed to ensure exposure of the candidate to practical problems involved in the relevant areas of study.


### Terms & Conditions

#### 1. Nature of Relationship :

- 1.1 The MOU is for collaboration between both parties, for mutual benefit, for many purposes set out in Annexure – I, to enhance the quality of educational experience of Mechanical Engineering students.

1.

For **JANATHA GARAGE**

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



- 1.2 The MOU shall be valid for five years from the date and each party shall be at full liberty to terminate the collaboration with a notice period of 3 months.
- 1.3 Both the parties shall take all reasonable steps to ensure successful completion of the collaboration and cooperate with each other, duly carrying out the obligation agreed upon.

## 2. Mutual Obligation

- 2.1 The collaboration shall not be exclusive to both parties and shall not disallow each party from having similar collaboration with others. Except as expressly stated in this MOU, there shall be no obligation on any party to compensate the other in any manner.
- 2.2 Each party shall meet the expenses between them as mutually agreed.
- 2.3 Each party shall respect the other's Intellectual Property (IP) and shall not use any trade name, trade mark, symbol or designation of the other, without prior written approval. No party shall hold out as an agent or representative of the other or create any liability for the other. The parties shall indemnify the other for breach of this clause.

## 3. Limitations and Warranties :

- 3.1 Each party shall ensure that the other is not put to any liability for any actions.
- 3.2 Each party represents that they have the full power and authority to enter into MOU in general.

## 4. GENERAL

- 4.1 Both parties will designate a representative from its side who will be primary point of contact on behalf of that party.
- 4.2 Both parties shall not use the name of the other in any advertisement or make any public announcement without the prior written approval of the other.
- 4.3 Any dispute under this MOU will be settled in Guntur by mutual discussions. In witness where both the parties have set their hands on this MOU on this 15<sup>th</sup> day of November 2021 at Narasaraopeta Engineering College (Autonomous).

  
**IQAC**


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



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

**Narasaraopeta Engineering College**  
**(Autonomous)**

**Janatha Garage Pvt. Ltd., Automobile**  
**Training Institute & Research Center**

  
**Dr. M. SREENIVASA KUMAR**  
**Principal**


**Department of Mechanical Engineering**  
**Narasaraopeta Engineering**  
**College(Autonomous),**  
**Kotappakonda Road, Yellamanda (Post),**  
**Narasaraopet – 522601, Guntur District,**  
**Andhra Pradesh, Phone: 08647-239905.**  
**PRINCIPAL**  
**NARASARAOPETA ENGINEERING COLLEGE**  
**(AUTONOMOUS)**  
**NARASARAOPET - 522 601**  
**Guntur (Dist.), A.P.**

  
Witness:

**Dr. D. SUNEEL**  
**Vice-Principal**

**Department of Mechanical Engineering**  
**Narasaraopeta Engineering**  
**College(Autonomous),**  
**Kotappakonda Road, Yellamanda (Post),**  
**Narasaraopet – 522601, Guntur District,**  
**Andhra Pradesh, Phone: 08647-239905**



  
**Mr. M. LAKSHMI NARASIMHA**  
**REDDY**

**Proprietor**  
**Janatha Garage Pvt. Ltd., Automobile**  
**Training Institute & Research Center,**  
**#1-48, Bharath Petroleum Opp.,**  
**Tadikonda X Roads, Guntur– 522236,**  
**Andhra Pradesh,**  
**Phone: 9652157264, 9052313114.**

*For Janatha Garage Automobile Training ..*

*Proprietor*

  
Witness:

**Mr. N. GANGADHAR REDDY**  
**Assistant Technical Officer**

**Janatha Garage Pvt. Ltd., Automobile**  
**Training Institute & Research Center,**  
**#1-48, Bharath Petroleum Opp.,**  
**Tadikonda X Roads, Guntur– 522236,**  
**Andhra Pradesh,**  
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**Principal**  
**NARASARAOPETA ENGINEERING COLLEGE**  
**(AUTONOMOUS)**  
**NARASARAOPET - 522 601.**  
**Guntur (Dist.), A.P.**

## ANNEXURE – I

### PURPOSE / SCOPE OF THE COLLABORATION

1. M/S Narasaraopeta Engineering College (Autonomous) will impart training to the new joining staff members, M/S Janatha Garage Pvt. Ltd., Automobile Training Institute & Research Center, Guntur.
2. M/S Narasaraopeta Engineering College (Autonomous) will invite the industrial staff members for workshops and seminars, M/S Janatha Garage Pvt. Ltd., Automobile Training Institute & Research Center, Guntur.
3. Janatha Garage Pvt. Ltd., Automobile Training Institute & Research Center, Guntur will impart training to the staff and students of Mechanical Engineering, Narasaraopeta Engineering College (Autonomous) through joint certification programmes.
4. Janatha Garage Pvt. Ltd., Automobile Training Institute & Research Center, Guntur will permit the students of Mechanical Engineering Department, Narasaraopeta Engineering College (Autonomous) for industrial visit, in order to enhance their technical knowledge.
5. Janatha Garage Pvt. Ltd., Automobile Training Institute & Research Center, Guntur will permit the students of Mechanical Engineering Department, Narasaraopeta Engineering College (Autonomous) for Project Works & Placements.
6. Janatha Garage Pvt. Ltd., Automobile Training Institute & Research Center, Guntur will provide Internship, vacation training (Learn-Earn) to the students and staff during summer vacation, to get hands-on experience.
7. Janatha Garage Pvt. Ltd., Automobile Training Institute & Research Center, Guntur will support experiment work related to research, by permitting faculty to use the machinery on chargeable basis at a price mutually agreed upon.



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



# MEMORANDUM OF UNDERSTANDING (MOU)

BETWEEN



**BVC COLLEGE OF ENGINEERING**  
**PALACHARLA(V), RAJAHMUNDRY, E.G.Dt,**  
**ANDHRAPRADESH - 533102**

And



**NARASARAOPETA ENGINEERING COLLEGE**  
**(AUTONOMOUS)**

Yellamanda(V), Kotappakonda Road, Narasaraopet-522601, Guntur(Dt.), AP

FOR

**TEACHING, LEARNING AND SKILL DEVELOPMENT**



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



# B V C COLLEGE OF ENGINEERING

(Approved by AICTE, New Delhi, Affiliated to JNTUK, Kakinada & SBTET, Vijayawada)

PALACHARLA, RAJAHMUNDY - 533 104. E G Dt. (AP) Cell : 97045 78666/9951949356  
email : bvc@bvcgroup.in, poly347.bvc@bvcgroup.in, website : www.bvcce.edu.in

## MEMORANDUM OF UNDERSTANDING

This **Memorandum of Understanding** (here in after called as the "MOU") is entered in to on this date of 14-12-2020 (Fourteenth December, Two Thousand And Twenty), by and between **BVC College of Engineering (BVCCE) Palacharla, E.G.Dt, AP-533102**, the Higher/Technical Educational Institution represented here in by its Principal, BVCCE (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

**Narasaraopeta Engineering College (NEC)**, Narasaraopet, Guntur (Dt.)-522601, Andhra Pradesh (India) the second party and represented by the Principal, here in after referred as "**Second Party**", the institution 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

2. In order to facilitate collaborative research work, to establish academic and scientific relationships, to promote joint research activities, to extend mutual support in Under Graduate and Postgraduate programme, BVCCE and NEC agree this Memorandum of Understanding (MOU)

### 3. 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



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



- To conduct professional development programs related to Accreditation and Assessment procedures for the benefit of teachers.
- To provide help in developing accreditation process

### **3.1. Academic and Research Collaborations in the mutually interested areas**

- a) Faculty from BVCCE 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 BVCCE 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.

### **3.2. Exchange of Academic and Scientific Information:**

- a) BVCCE 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 faculty members 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.

### **4. 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.



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

## 5. 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 hereof 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.

## 6. 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.

### AGREED:

First Party

Second Party

For: BVC COLLEGE OF ENGINEERING

For: Narasaraopeta Engineering College  
(Autonomous)

*M. Anjan Kumar*

Authorized Signatory

Dr. M. Anjan Kumar

Principal

BVC College of Engineering

Palacharla(V), Rajahmundry,

E.G.Dt - 533102, AP

PRINCIPAL  
BVC COLLEGE OF ENGINEERING  
PALACHARLA, RAJAMAHENDRAVARAM

Witnessed By:

1 *[Signature]*

2 *G. Rajkumar*

**QAC**



*M. Sreenivasa Kumar*

Authorized Signatory

Dr. M. Sreenivasa Kumar

Principal

Narasaraopeta Engineering College

Narasaraopeta, Guntur(Dt.), AP

PRINCIPAL  
NARASARAOPETA ENGINEERING COLLEGE  
(AUTONOMOUS)

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

1 *[Signature]* (Dr. D. Sumel)

2 *[Signature]* Principal

NARASARAOPETA ENGINEERING COLLEGE

(AUTONOMOUS)

NARASARAOPET - 522 601

Guntur (Dist.)





## 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:

### 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.

  
**IQAC**

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

Our Group of Companies

**AXIS**  
global automation

**AUTO TEC**

**EmEx**

**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

PRINCIPAL

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

Second Party



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

Our Group of Companies

**AXIS**  
global automation

**AUTOTEC**
**EmEx**



# MEMORANDUM OF UNDERSTANDING (MOU)

BETWEEN

NARASARAOPETA ENGINEERING COLLEGE

&

MITTAPALLI SPINNERS LIMITED



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



## 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).

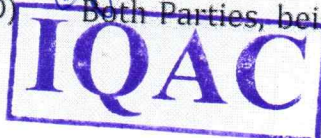
### AND

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:
  - (i) **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 to sign this MOU





- 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**

- 1.1 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** co-operation 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**
- 1.3 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



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



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 into



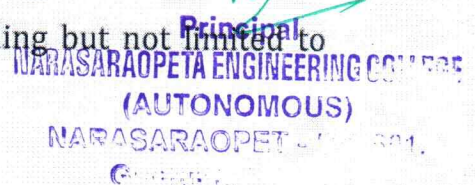


internships/jobs, as per AICTE internship Policy. The Mittapalli Spinners Limited will also register itself on AICTE Internship Policy Portal for disseminating the Internship opportunities available with them.

- 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.
- 2.6 **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 limited to





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

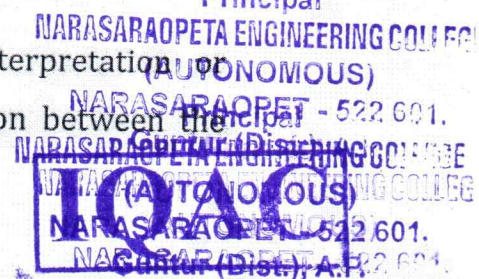
#### CLAUSE 5 RELATIONSHIP BETWEEN THE PARTIES

- 5.1 It is expressly agreed that **Narasaraopeta Engineering College and 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

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



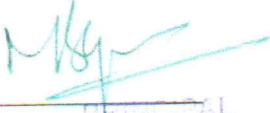


parties as per the Arbitration Act, 1996. The place of the arbitration shall be at District Head Quarters of the Narasaraopeta Engineering College. This undertaking is to be construed in accordance with Indian Law with exclusive jurisdiction in the Courts of **Hyderabad**.

**AGREED:**

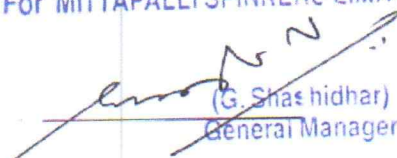
For Narasaraopeta Engineering College

For Mittapalli Spinners Limited

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




For MITTAPALLI SPINNERS LIMITED

  
(G. Shashidhar)  
General Manager



Authorized Signatory

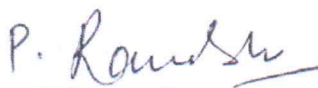
Narasaraopeta Engineering College	Mittapalli Spinners Limited
Kotappakonda Road, Yellamand P.O, Narasaraopet - 522601, Guntur (Dist)	Mittapalli Spinners Limited, Chinaturakapalem(V),Narasaraopet(M), Guntur(DT),Andhra Pradesh ,PIN- 522601
Cell no: 9441895535	Cell no: 9581442701
E-mail: mechhod@nrtec.ac.in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

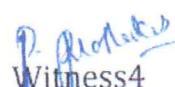
  
Witness1

(Dr. D.Suneel)

  
Witness2

(Dr.P.Lakshmanan)

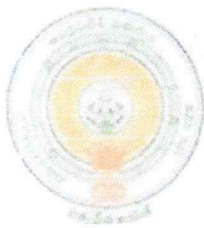
  
Witness3

  
Witness4



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





# APSSDC

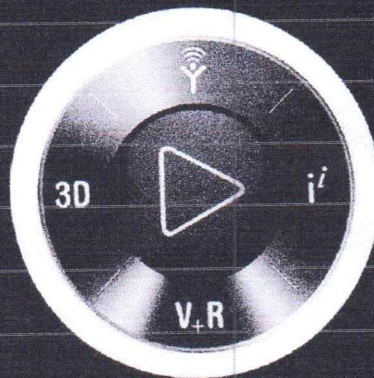
Andhra Pradesh State Skill Development Corporation  
(Department of Skills Development and Training, Govt of Andhra Pradesh)



**Skill AP**  
APSSDC



## DASSAULT SYSTEMS 3D EXPERIENCE CENTRE



### 3D EXPERIENCE

## MEMORANDUM OF AGREEMENT WITH



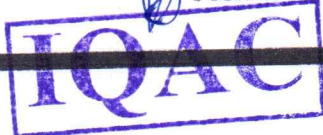
**NARASARAOPETA  
ENGINEERING COLLEGE**  
(AUTONOMOUS)

Narasaraopet, Guntur Dist. - 522 601, Andhra Pradesh

Principal

(AUTONOMOUS)

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





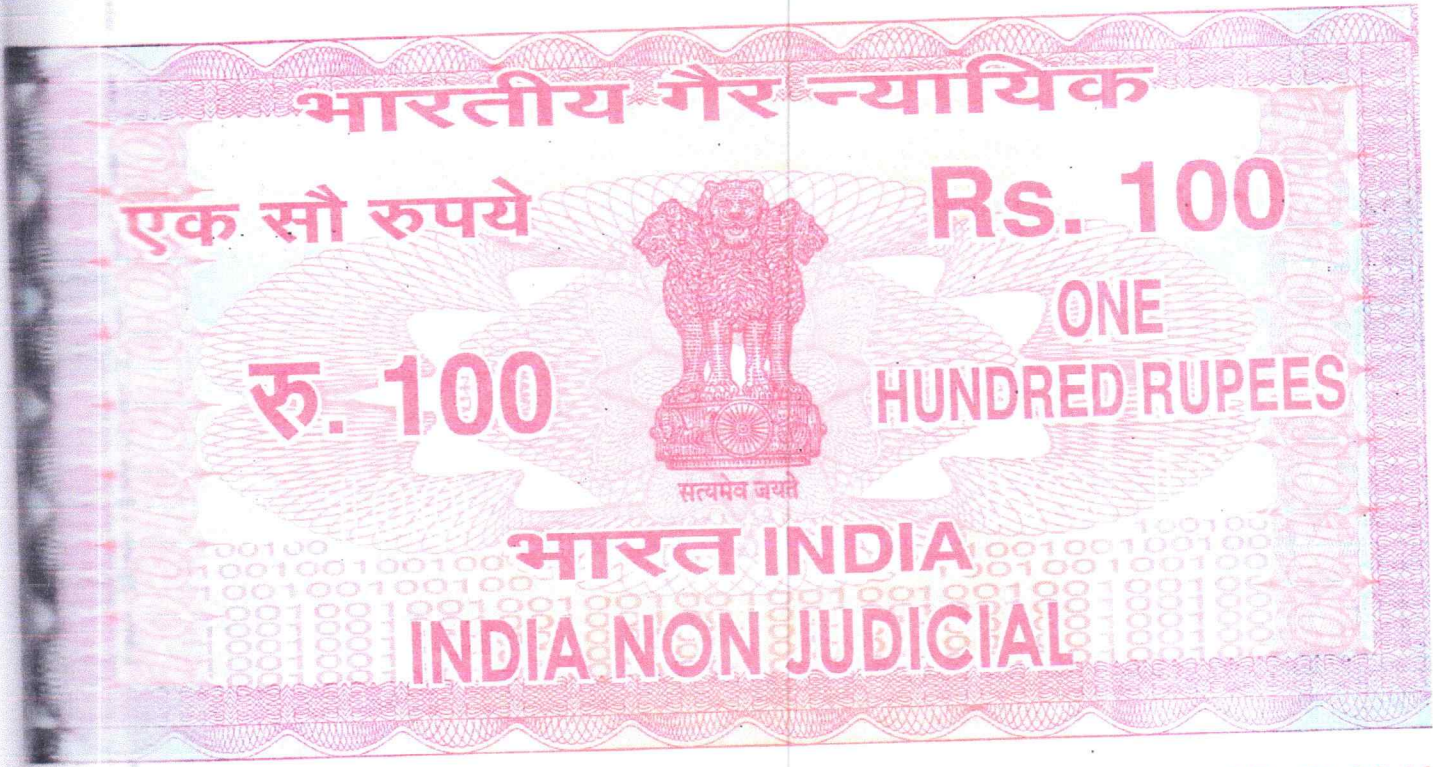
Institution Code: 47

**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.P.





ఆంధ్ర ప్రదేశ్ ఆంధ్ర ప్రదేశ్ ANDHRA PRADESH

27-10-2020, Rs.100/- NARASARAOPETA ENGINEERING COLLEGE, NARASARAOPET,  
Rep by Chairman M.V.Koteswara Rao, S/o.M.Venkateswarlu, Narasaraopet

CE 519241  
S. Subbarao

### 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.

  
**IQAC**

1

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





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

## 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.
- (c) In its endeavours to enhance the Employability Skills of Diploma/Under Graduate 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;
- (d) 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 run 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.

## SECOND 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;





- 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:


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

- 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
  - 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 its 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 expressly 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.

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.




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

**For Andhra Pradesh State Skill  
Development Corporation**

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

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


Witness:

  
**Dr. Ravi K Gujjula**  
**Chief General Manager- Technical**

**Manager (Technical)**  
Andhra Pradesh State Skill  
Development Corporation  
Dept. of Skill Development & Training  
A.P. Vijayawada, A.P.

  
**IQAC**

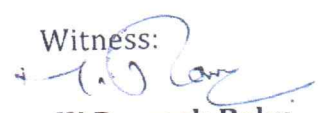
**For Narasaraopeta Engineering  
College (Autonomous)**

  
**Dr. M. SREENIVASA KUMAR**  
**Principal,**

**Narasaraopeta Engineering College**  
**(Autonomous)**

**PRINCIPAL**  
**NARASARAOPETA ENGINEERING COLLEGE**  
**(AUTONOMOUS)**  
**NARASARAOPET - 522 601**  
**Guntur (Dist.), 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.**



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



Infrastructure

Item	Product Specifications	Qty
DESK TOP COMPUTERS	I7 Processor, 16GB Ram, 4GB Graphic Card, 500GB Hard Disk	40 Qty
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 (Autonomous) and 3D Experience Licenses provided by APSSDC



  
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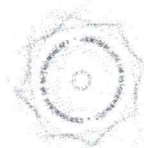
## Certificate of Membership

This is to certify that

NARASARAOPETA ENGINEERING COLLEGE  
NARASARAOPET, ANDHRA PRADESH

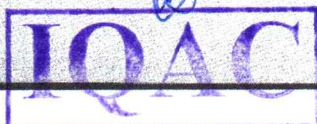
is an Associate Member of ICT Academy.

Membership No : 173309  
Valid till : 10 Aug 2026  
New Delhi, India



*B. Anantham*  
Dr B Anantham  
President

ap.ictacademy.in



*B. Anantham*  
Principal  
NARASARAOPETA ENGINEERING COLLEGE  
(AUTONOMOUS)  
NARASARAOPET - 522 201,  
GUNTUR (D.C.)



# MEMORANDUM OF UNDERSTANDING (MoU) BETWEEN



**NEC**

**NARASARAOPETA  
ENGINEERING COLLEGE**

(AUTONOMOUS)

**&**



**INDIAN METAL WORKS**

MANUFACTURING OF METAL CASTINGS



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



**MEMORANDUM OF UNDERSTANDING  
BETWEEN**

**NARASARAOPETA ENGINEERING COLLEGE  
(Autonomous)  
(First Part)**

**AND**

**INDIAN METAL WORKS (IMW)  
(Second Part)**



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





ఆంధ్రప్రదేశ్ ఆంధ్ర ప్రదేశ్ ANDHRA PRADESH

20073/17-09-2021 Rs.100/- M. Sreenivasa Kumar, S/o.Krishnaiah,  
Principal, Narasaraopeta Engineering College,  
(Sponsored by Gayatri Educational Development Society) Narasaraopet,

CV 296211  
e-subba Reddy  
Licensed App Vendor  
L.No.07-31-21/993  
R.L.No. 07-31-026/2020  
Sattenapalli Road,  
NARASARAOPET - 522 601  
Cell : 9849991367

### MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (here in after called as the 'MoU') is entered into on 20<sup>th</sup> of- September - Two Thousand Twenty One (20-09-2021),

#### BETWEEN

GAYATRI EDUCATIONAL DEVELOPMENT SOCIETY an Educational Society, having its office at Narasaraopet, Guntur District, Andhra Pradesh, the First Party represented herein by its Principal Dr. M.SREENIVASA KUMAR, NARASARAOPETA ENGINEERING COLLEGE(Autonomous), Kotappakonda Road, Narasaraopet, Guntur, Andhra Pradesh 522601. (Here in after 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

INDIAN METAL WORKS (IMW), Srinivas Nagar, Near Singarakonda, Chinakothapalli (V), Addanki (M), Prakasam Dist., Andhra Pradesh 523 260, the Second Party, and represented herein by its Managing Partner, Mr. K. Chiranjeevi. (Here in after 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).

IQAC

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



(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:  
**NARASARAOPETA ENGINEERING COLLEGE (Autonomous),**  
**Kotappakonda Road, Narasaraopet, Guntur Dist., Andhra Pradesh**  
**522601.**
- 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 to sign this MOU for advancing their mutual interest;
- E) **INDIAN METAL WORKS (IMW), Srinivas Nagar, Near Singarakonda, Chinakothapalli (V), Addanki (M), Prakasam Dist., Andhra Pradesh 523 260,** the Second Party is offering Technology Support & Consultancy Services in the areas of **Ferrous & Non-Ferrous Metal Casting and Lost Foam Casting Technology.** Through it is having costumers like power plants, sugar plants, paper mills, cement mills, dal mills, milk processing units, TMT rod making units, boiler parts, Iron& steel industries and processing units. Indian metal works has the infrastructure like divided blast cupola furnace 2Ton/hour, few non-ferrous melting furnaces, foam cutting and pattern making machines and other casting testing equipment along with small finishing shop.



  
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**Guntur (Dist.), A.P.**



- F) INDIAN METAL WORKS (IMW), Srinivas Nagar, Near Singarakonda, Chinakothapalli (V), Addanki (M), Prakasam Dist., Andhra Pradesh 523 260, the Second Party is promoted by Mr. K. Chiranjeevi, Managing Partner;
- G) INDIAN METAL WORKS (IMW) is an innovative company. The foundry (IMW) fully engaged in emerging metal casting technology. It is having customers like power plants, sugar plants, paper mills, cement mills, dal mills, milk processing units, TMT rod making units, boiler parts, iron, steel industries and other processing units get the castings and related technical services. At this company major innovative technology is lost foam casting technology and the same is applied to all metals across various industries in manufacturing sectors. Looking at the gap between industry and institute a special important drive for the services in education sector allotted in this company. As a prime part of the initiative IMW serves the student customers in the area of research, trainings, internships, seminars, guest lectures, modern trendy projects in manufacturing sector. The service details/offers can be planned mutually by the both institute and IMW. In turn the IMW services help the students to earn the jobs in foundries by providing the certificates and becomes self-entrepreneurs also.

**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 channels of communication and co-operation that will promote and advance their respective operations within the **NARASARAOPETA ENGINEERING COLLEGE (Autonomous), Kotappakonda Road, Narasaraopet, Guntur, Andhra Pradesh 522601** and its related wings.



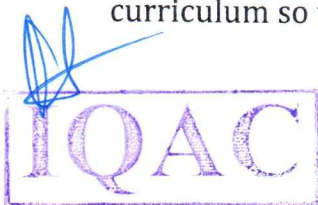
PRINCIPAL  
NARASARAOPETA ENGINEERING COLLEGE 3  
(AUTONOMOUS)  
NARASARAOPET - 522 601  
(Dist.). A.P.

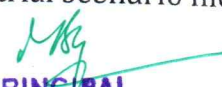
The Parties shall keep each other informed of potential opportunities and shall share all information that may be relevant to secure additional opportunities for one another.

- 1.2 First Party and Second Party co-operation will facilitate effective utilization of the intellectual capabilities of the faculty of First Party providing significant inputs to them in developing suitable teaching / training systems, keeping in mind the needs of the industry, the Second Party.
- 1.3 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 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**

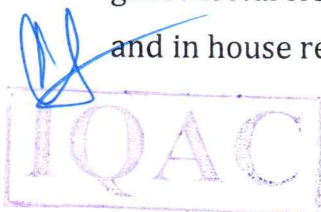
- 2.1 The budding graduates from the institutions could play a key role in technological up-gradation, innovation and competitiveness of an industry. Both parties believe that close co-operation between the two would be of major benefit to the student community to enhance their skills and knowledge.
- 2.2 **Curriculum Design:** Second Party will give valuable inputs to the First Party in teaching / training methodology and suitably customize the curriculum so that the students fit into the industrial scenario meaningfully.

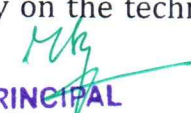


  
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NARASARAOPETA - 522 601  
N.T. (Dist.), A.P.



- 2.3 **Industrial Training & Visits:** Industry and Institution interaction will give 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. 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 Second Party 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:** Second Party will actively engage to help the delivery of the Internship and placement of students of the First Party into internships/jobs, as per AICTE internship Policy. The Second Party 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 – **Ferrous & Non-Ferrous Metal Casting and Lost Foam Casting Technology, Production Engineering, Testing and Quality Assurance, Product development and related fields.**
- 2.6 **Skill Development Programs:** Second Party to train the students of First Party on the emerging technologies in order to bridge the skill gap and make them industry ready with **mutually acceptable discounted price.**
- 2.7 **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.



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

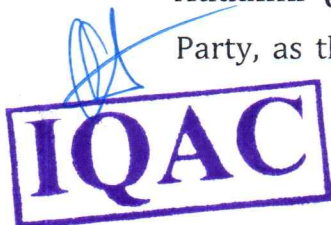
- 2.8 **Faculty Development Programs:** Second Party to train the Faculties of First Party for imparting industrial exposure/ training as per the industrial requirement considering the National Occupational Standards in concerned sector, if available.
- 2.9 Both Parties to obtain all internal approvals, 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 **Ferrous & Non-Ferrous Metal Casting and Lost Foam Casting Technology, Production Engineering, Testing and Quality Assurance Product development and related fields**, 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, estoppels or otherwise, create in either Party any right, title, interest, or license in or to the intellectual property (including but not limited to 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 **INDIAN METAL WORKS (IMW), Srinivas Nagar, Near Singarakonda, Chinakothapalli (V), Addanki (M), Prakasam Dist., Andhra Pradesh 523 260**, the Second Party, as the case may be, will take effective steps for implementation of



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



this MoU. Any act on the part of Training Partner or INDIAN METAL WORKS (IMW), Srinivas Nagar, Near Singarakonda, Chinakothapalli (V), Addanki (M), Prakasam Dist., Andhra Pradesh 523 260, 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 The MoU shall become effective from the date hereof and shall be in force for a period of **five years** and can be extended on mutual agreement, unless terminated by mutual consent of the parties.
- 4.3 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**

- 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. 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.



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

(First Party)

  
Principal

**NARASARAOPETA ENGINEERING  
COLLEGE (Autonomous),**  
Kotappakonda Road,  
Narasaraopet, Guntur (Dist.),  
Andhra Pradesh 522601.

(Second Party)

  
Managing Partner

**INDIAN METAL WORKS**  
Srinivas Nagar, Near Singarakonda  
Chinakothapalli (V), Addanki (M)  
Prakasam (Dist),  
Andhra Pradesh 523 260

Any divergence or difference derived from the interpretation or application of the MoU shall be resolved by arbitration between the parties as per the Arbitration Act, 1996. The place of the arbitration shall be at District Head Quarters of the First Party. This undertaking is to be construed in accordance with Indian Law with exclusive jurisdiction in the Courts of **Prakasam District Jurisdiction, Andhra Pradesh.**

**AGREED:**

**Dr.M.SREENIVASA KUMAR**

**Principal**

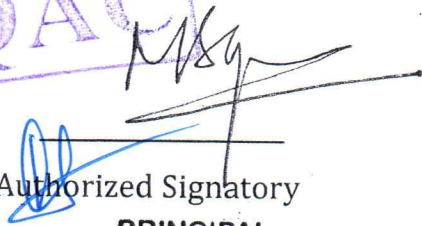
**NARASARAOPETA ENGINEERING  
COLLEGE (Autonomous),**  
Kotappakonda Road,  
Narasaraopet, Guntur (Dist.),  
Andhra Pradesh 522601.

**Mr. K. CHIRANJEEVI**

**Managing Partner**

**INDIAN METAL WORKS**  
Srinivas Nagar, Near Singarakonda,  
Chinakothapalli (V), Addanki (M)  
Prakasam (Dist),  
Andhra Pradesh 523 260



  
Authorized Signatory

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




Authorized Signatory





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




Name of Institution	Name of Industry
NARASARAOPETA ENGINEERING COLLEGE (Autonomous), Kotappakonda Road, Narasaraopet, Guntur, Andhra Pradesh 522601.	INDIAN METAL WORKS, Srinivas Nagar, Near Singarakonda, Chinakothapalli (V), Addanki (M), Prakasam Dist., Andhra Pradesh 523 260.
086472 39903	9866515134
principal@nrtec.in	Indianmetalworks.adk@gmail.com

  
 Witness 1: **VICE PRINCIPAL**  
**NARASARAOPETA ENGINEERING COLLEGE**  
**(AUTONOMOUS)**  
**Dr. D. Suneel, NARASARAOPET - 522 601,**  
**Guntur (Dist.), A.P.**  
 Vice Principal,  
 NARASARAOPETA ENGINEERING  
 COLLEGE (Autonomous),  
 Kotappakonda Road,  
 Narasaraopet, Guntur (Dist.),  
 Andhra Pradesh 522601.



  
 Witness 2:   
**Mrs. K. Kalpana Devi**  
 Partner,  
 INDIAN METAL WORKS,  
 Singarakonda,  
 Chinakothapalli (V), Addanki (M)  
 Prakasam (Dist.),  
 Andhra Pradesh 523 260

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

**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)**

  
**IQAC**

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





ఆంధ్రప్రదేశ్ ఆంధ్ర ప్రదేశ్ ANDHRA PRADESH

CH 865737

S.No. 350 Dt. 7/2/19 Rs. 100/-

Sold to Sri: K. Channayya Sp. K. Venkata Ratnam, VJA  
for Whom: Andhra Pradesh State Skill Development Corporation  
Tadepalli, Guntur District.

Name: K.L. PADMAVA  
LICENSED STAMP VENDOR  
L.No: 06-14-003/2007  
R.L.No: 03-14-002/201  
Address: #1-82, CHINAVUTU  
GANNAVARAM Mandal  
Phone No: 99127 4666

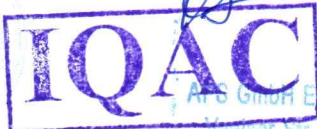
### MEMORANDUM OF AGREEMENT

This Memorandum of Agreement (MoA) is entered into on 7<sup>th</sup> 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.



APS GmbH European Center for Mechatronics  
Vaalser Str. 460, 52074 Aachen, Germany

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





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





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 JNTU-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;
- organize Training Programs for all diploma and under graduate engineering students;
- prepare operational guidelines for ARC labs to be followed by the other two parties;
- 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.



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



## 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;



APS GmbH European Center for Mechatronics  
Vaalser Str. 460 52074 Aachen, Germany

*M. B. M.*  
Principal



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



- 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 ARC 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.



## 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 party 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.

## 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
  - 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 its 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.





## 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 expressly 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 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.

## 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.



APS mbH European Center for Mechanical Engineering




  
Principal  
NARASARAOPETA ENGINEERING COLLEGE  
(AUTONOMOUS)  
NARASARAOPET - 522 604  
Guntur (Dist.).




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

**For Andhra Pradesh State Skill  
Development Corporation**


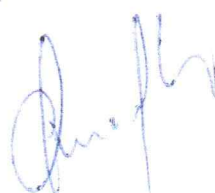
  
Executive Director  
Andhra Pradesh State Skill Development Corporation  
Dept. of Skill Development,  
Entrepreneurship & Innovation  
Govt. of A.P. Vijayawada, A.P.

**T. Anil Kumar**  
**Executive Director - I**

Witness: 

**For European Center for Mechatronics  
APS Gmbh**

**Till Quadflieg**  
**Managing Director**


Witness:  



APS GmbH European Center for Mechatronics  
Vaalser Str. 460, 52074 Aachen, Germany.


  
**IQAC**


**For Narasaraopeta Engineering  
College**

  
**Dr. M. Sreenivasa Kumar**  
**Principal**

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



  
(Dr. D. Suneel)  
Dean - Acad  
NEC.

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



**Training Methodology:**

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

Phase	ARC 1.0	ARC 2.0	ARC 3.0
<b>Eligibility</b>	6 <sup>th</sup> Semester	7 <sup>th</sup> Semester	8 <sup>th</sup> Semester
	Mech /ECE/EEE	Mech /ECE/EEE	Mech /ECE/EEE
<b>Activity</b>	12 weeks course/	12 weeks Training + Bachelor project	6 weeks course with job assistance
	crash course		
<b>Course contents</b>	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
<b>Location</b>	ARC labs at partnered college/university in India	ARC labs at partnered college/university in India	ECMM, India/Germany
<b>Hours</b>	120	120	6 weeks
	(50% - Teaching/Labs 50% Self learning and Implementation work)		



APS GmbH European Center for Mechatronics  
Vaalser Str. 460, 52074 Aachen, Germany.

*(Handwritten signature)*



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

Signage for ARC Lab



*Indo European Skilling Centre for  
Mechatronics and Industrial Robotics Lab*

aps

ITA

RWTH



Indo Euro  
Synchronization



Indo Euro  
Synchronization



APS GmbH European Center for Mechatronics  
Vaelser Str. 460, 52074 Aachen, Germany

aps

*[Handwritten signature]*

*[Handwritten signature]*



*[Handwritten signature]*  
Principal  
NARASARAOPETA ENGINEERING COLLEGE  
(AUTONOMOUS)  
NARASARAOPET - 522 601.  
Guntur (Dist.), A.P.



## MEMORANDUM OF UNDERSTANDING

between  
Narasaraopeta Engineering College  
and  
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.



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



- B. GEMS is supporting international research, trainings and academic programs between Germany and India.
- C. APS is actively supporting conceptual research, industrial research and academic programs in Germany and globally.
- 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 "ARC".

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 industry based and cutting edge technical education.

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 obligations hereunder.

- 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 for Mechatronics and Manufacturing.
- 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 companies/organizations.
- 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 research programs.

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 case-to-case basis.





## 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 collaboration activities.
- 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 in connection with the project).

  
**IQAC**

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



- 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 for this AGREEMENT.

#### 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 help of Industry Partners.

#### 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 between the two Parties.

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.

Guntur (Dist.) A.P.  
Page 4 of 5



ES

AN UNIVERSITY:

akravarthi

irman

-09-2018

*Mechatronics*

M:

apandu Venkata Nagaraju

/President - GC German Center for Engineering and Management Studies

t Indian Affairs - European Center for Mechatronics APS GmbH

-09-2018

*Vandana*

Dr.-Ing. Till Quadflieg

*Till Quadflieg*

APS GmbH  
Europäisches Zentrum  
für Mechatronik  
Vogel-Str. 460  
50774 Aachen (Germany)

M:

quadflieg

g Director - European Center for Mechatronics APS GmbH

-09-2018

**aps**

APS GmbH  
Europäisches Zentrum  
für Mechatronik  
Vogel-Str. 460  
50774 Aachen (Germany)

*Dr.-Ing. Christoph Greb*

M

toph Greb

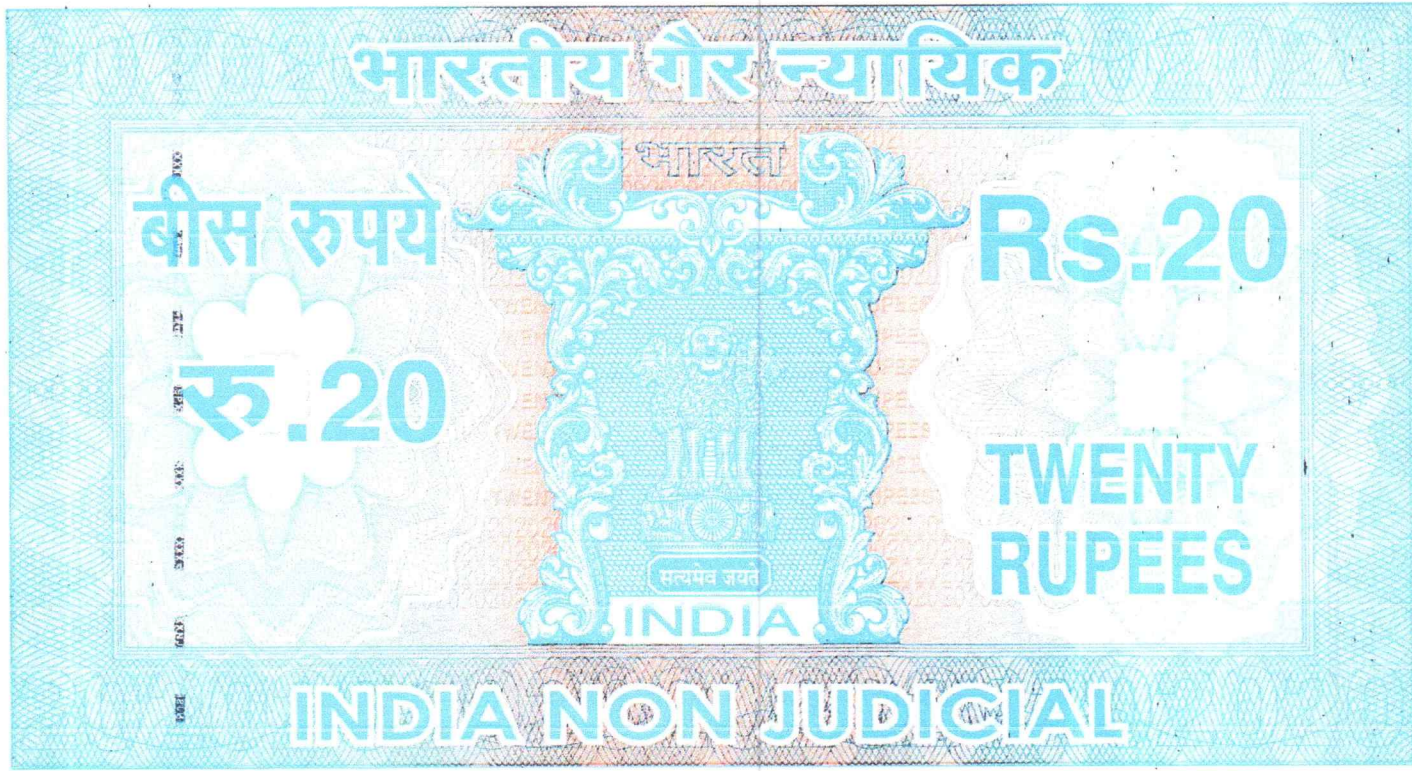
g Director - European Center for Mechatronics APS GmbH

09-2018

*CS*  
**IQAC**

*M*  
Principal

NARASARAOPETA ENGINEERING COLLEGE  
(AUTONOMOUS)  
NARASARAOPET - 522 601.  
Guntur (Dist.), Andhra Pradesh



ఆంధ్రప్రదేశ్ ఆంధ్ర ప్రదేశ్ ANDHRA PRADESH

15113/23-07-2021 Rs.20/- Principal, Narasaraopeta Engineering College, Narasaraopet

81AA 769393  
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NARASARAOPET - 522601  
Cell : 9649991367

### MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (MOU) entered on the 22<sup>nd</sup> day of July 2021

By and Between

**Ladder Survey Institute Of Technology** having its office at No 125, Vasantha Street, Golden George Nagar, Nerukundram, Chennai – 600107 (hereinafter referred as “LSIT” for the sake of brevity) and represented by its Chief Executive Officer, **Mr. Dinesh M.R.** (which expression shall mean and include its successors in office and assigns)

And

**Narasaraopeta Engineering College**, having its CAMPUS at (Kottapakonda Road, Narasaraopeta-522601) and represented by its **Principal, Dr.M.Sreenivasa Kumar**, (which expression shall mean and include its successors in office and assigns)

  
**IQAC**

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



### **Objectives of the Collaboration:**

- To provide employable skills to the students of Narasaraopeta Engineering College.
- Make the student aware of the latest tools and techniques in order to keep them industry ready at the end of their course.
- Offer the course at an affordable price to the students of Narasaraopeta Engineering College.
- Increase the employability of the student and maximize on the placement opportunities available.
- To build and improve the confidence level of the student to face the challenges of real time.

This Memorandum of Understanding is to conduct a Unique, Step – By – Step, Systematic, and Employable Skills Development Program for the students of **Narasaraopeta Engineering College** towards achieving the objective of maximizing the employable opportunities for students of **Narasaraopeta Engineering College**.

This Memorandum of Understanding states the terms and conditions under which the Trainings shall be conducted by **LSIT** at the premises of **Narasaraopeta Engineering College** and lists herein the respective responsibilities of both parties.

### **PREAMBLE:**

To get a student employable and placed in an organization; over and above the subject knowledge he / she is expected to have the following:

- Strong Fundamental Engineering Knowledge
- Engineering related Multiple Technical Skills - Develop skills that add value


While Subject Knowledge would be provided by **Narasaraopeta Engineering College**, LSIT will equip the students with required industry specific land surveying, levels, levels transfer, benchmark setting, setting out/stake out/ marking skills.

On one hand, thousands of unemployed Engineering graduates are not finding suitable jobs, while on the other hand, Industry requires millions of young minds at all levels but are unable to find the right candidate. This is because of the skill gap that exists between the student and industry requirements. This skill gap is sought to be minimized for the students of **Narasaraopeta Engineering College** by facilitating them to acquire the appropriate and relevant skills at **Narasaraopeta Engineering College** itself through this program.

### **LSIT Shall Provide**

- Comprehensive LSIT reference and notes to all students for the course.
- Qualified trainers for the course.
- Periodical assessment of the progress of students for their further improvements.
- 'Certificate of Completion' to every student who successfully completes the training program.
- "Certificate of Association" to the college.
- A "link to **Narasaraopeta Engineering College** website" from LSIT website [www.landsurveytraining.com](http://www.landsurveytraining.com)



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

### Narasaraopeta Engineering College Shall Provide:

- The required number of computer systems in the lab and other required infrastructure for the practice
- The Class rooms with LCD projector for the theory classes.
- The Schedule with the classes for this training.
- The supports to ensure all students who have signed up for the class to attend the training programs scheduled for them.
- The relevant CAD software should be available in the computer systems.
- Disciplinary support for the smooth conduct and timely completion of the entire course.
- Minimum 25 Hours of Training time.
- Provide all support to LSIT in the marketing initiatives undertaken by LSIT to enroll students in the courses offered by LSIT Centre. Narasaraopeta Engineering College will provide all infrastructural facilities for the marketing initiatives undertaken by LSIT.
- Boarding and Lodging facilities for the trainers.

### PARTICIPANTS:

The participants would be the Students of **Narasaraopeta Engineering College** from Civil Engineering Department from 3<sup>rd</sup> to the 8<sup>th</sup> Semesters mentioned in ANNEXURE .

### COURSE CONTENTS:

LSIT in consultation with **Narasaraopeta Engineering College** shall finalize the courses and fees for the skills development program. The same is provided in the Annexure. These will be reviewed every year and suitable changes, if required, will be incorporated. As the requirement of each course is different, courses and fees have been worked out separately.

### TIME SCHEDULE

The programs will be conducted during the days and timings provided by **Narasaraopeta Engineering College**. The students will be divided into batches, depending on the total strength. The programs will be conducted according to the Time Table drawn up with the mutual consent of LSIT and **Narasaraopeta Engineering College**. Utmost care will be taken to frame the time table in such a way that it does not coincide with college exams enabling the student to complete his training ahead of the exams. LSIT will not conduct any classes during the time of exams. In case of any change in training schedule the same will be intimated to the Program Coordinator of **Narasaraopeta Engineering College**. Similarly, if **Narasaraopeta Engineering College** wants a change in training schedule the same may be communicated to the Programme Coordinator of LSIT. In either of the case, a revised training schedule has to be made and the Programme Coordinators of both LSIT & **Narasaraopeta Engineering College** and the respective students must be informed about the change in training schedule by means of suitable media (emails/posters/circulars/notice board displays).

### Programme Coordinator

The Principal of **Narasaraopeta Engineering College** shall appoint a "Programme Coordinator" for the duration of the program, who shall liaise with LSIT and make the training process learner-friendly and effective. LSIT shall work in close relationship with the Programme Coordinators, who in-turn shall keep a close touch with the students. In the event of any difference of opinion between LSIT and the Programme Coordinator, the matter should be referred to the Principal of **Narasaraopeta Engineering College**, whose decision thereon shall be final and binding on both the parties.



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



### **COMMENCEMENT OF COURSE**

*Narasaraopeta Engineering College* will ensure that the courses will start within 90 (Ninety) days from the date of signing of MOU. LSIT will ensure that the courses will commence from **(DATE, Month & Year)** on intimation from *Narasaraopeta Engineering College*. However exception can be made due to reasons mentioned in the Course Completion Clause or due to delay on *Narasaraopeta Engineering College's* side.

### **COURSE FEES & PAYMENT PATTERN**

The course fee per student for each course offered is decided and mutually agreed upon by both the parties. The course, course fee, course deliverables, number of students & batch timings are available in the Annexure. The student shall pay the course fee directly to *Narasaraopeta Engineering College* before the start of the course. The college shall provide 40% of the total cost before the commencement of the course. The remaining 60% shall be paid at the end.

### **COURSE COMPLETION:**

While LSIT will endeavor to complete the course as per the schedule mutually agreed upon and mentioned in Annexure, LSIT will not be responsible and accountable for delay in completing the course due to reasons which are beyond the control of LSIT. Reasons beyond the control of LSIT include – acts of God (including fire, flood, earthquake, storm, hurricane or other natural disaster), war, invasion, act of foreign enemies, hostilities (regardless of whether war is declared), civil war, rebellion, revolution, insurrection, military or usurped power or confiscation, terrorist activities, nationalization, government sanction, blockage, embargo, labor dispute, strike, lockout or interruption or failure of electricity or telephone service, failure and non – availability of Computer Systems, non – availability of Classrooms), law and order problems, students unrest/strike/boycott, unscheduled changes in college curriculum and other unforeseen circumstances.

- Course will be completed as mentioned in ANNEXURE.

While it is mandatory for the student to have undergone the complete course as mentioned in ANNEXURE to be eligible for a Course Completion Certificate. In case he/she opts out due to any reason an appropriate certificate will be issued for only for that course completed by the student. Students will not be eligible for Certification for the courses that they have not completed.

LSIT will not issue "Certificate of Completion" to the successful student, if full payment is not made. LSIT will refund the fees once paid if the student opts out or discontinues the course at any stage due to any reason.

### **EXCLUSIVITY**

*Narasaraopeta Engineering College* will ensure that during the period of the MOU, Department of civil engineering-*Narasaraopeta Engineering College* will not allow or permit any of the direct and indirect competitors of LSIT to either do any promotional activities, advertising in any form, publicity of any kind, canvass for students and enroll the students. The courses will be conducted by LSIT only.



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

### VALIDITY

Both *Narasaraopeta Engineering college* and LSIT shall have the rights to terminate this MOU by providing **THREE** months notice in writing on their respective letter head only after a minimum period of 3 year. Termination of this MoU for whatever reason shall be without prejudice to the rights of either party and of the students and the ongoing academic programmes.

This Memorandum of Understanding will be valid for a period of 3 years.

This Memorandum of Understanding shall come into effect from 22<sup>th</sup> July 2021.

For: *Narasaraopeta Engineering college*

For: *Ladder Survey Institute of Technology*

Name: **Dr.M.Sreenivasa Kumar**  
Designation: **Principal**  
Date: 22/07/21

Name: **Mr. Dinesh M R**  
Designation: **Chief Executive Officer**  
Date: 22.07.2021



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




ANNEXURE

(FEES will be mentioned on Finalizing)

ANNEXURE

(Terms & Conditions and Payment Structure after finalizing)



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

## MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding is executed on this \_\_\_ Day of November 2020 at Hyderabad by and between: -

M/s. BYTEXL INDIA PRIVATE LIMITED (A subsidiary of KP2 Associates LLC, USA) a company registered at HYDERABAD(Telangana), having its office at **16/1/25, Road No.7, Ida Nacharam Hyderabad, TG - 500076**, being represented by its Authorised Representative Mr. Raman Subramanyam (hereinafter referred to as "**First Party**") which term shall include all its successors in interests and permitted assignees)

And

Narasaraopeta Engineering College [ **Address:** Kotappakonda Rd, Narasaraopeta, Andhra Pradesh 522601, India] (hereinafter referred to as the "**Second Party**") which term shall include all its successors in interests and permitted assignees)

WHEREAS the First Party is in the business of providing a platform that offers access to programming and coding courses, via the ByteXL website URL namely bytexlin, bytexl.com and through ByteXL mobile application.

WHEREAS the Second Party is in the activity of providing engineering education to students.

WHEREAS both parties are desirous of synergising their core competencies and have agreed to enter into this Memorandum of Understanding on the following terms and conditions: -

### **I. PURPOSE AND OBJECTIVE**

- 1) The main objective and purpose of this Memorandum of Understanding is to promote cooperation in academic education and research using cyber security, artificial intelligence, deep learning, IOT, blockchain and skill development tools by both parties.
- 2) This MOU shall be valid for Financial arrangements only for the training period
- 3) Both parties shall take all reasonable steps to ensure successful completion of the collaboration and cooperate with each other in duly carrying out the obligation agreed upon

### **II. FORMS OF COOPERATION**

- 1) The First Party agrees to provide members of the Second Party an annual discount of 50% on the purchase price of the service 'BYTEXL EXPLORE', which is 'Learn by Doing' coding platform of First Party.
- 2) The First Party agrees to provide 50% discount on the purchase price of the service 'BYTEXL EXPERT' to the students of the Second Party.
- 3) The First Party shall provide the discounts as mentioned in this Clause if more than 500 new user registrations per year.
- 4) The Second Party shall ensure that all the members of the Second Party have a separate identification, through a code, to enable the First Party to verify the identity of the member and provide the necessary discount



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



- 5) The First Party shall enlist the Second Party and the Second Party shall enlist the First Party as each other's STRATEGIC PARTNER in each other's website, brochures, or any other marketing material.
- 6) The Second Party and First Party shall mutually agree to undertake joint teaching activities at various educational institutions and other organised seminars and workshops.
- 7) The First Party and Second Party shall mutually agree to conduct joint research activities in machine learning and artificial intelligence. Any outcome or result of the research shall be shared equally between the two parties and duly confer credit to the result of such research.
- 8) First Party will train all students in company specific along with mock interviews
- 9) The agreement is mutually exclusive i.e. both parties do not have exclusive rights on the other side.

### III. INTELLECTUAL PROPERTY

- 1) Both Parties agree that they shall execute a separate agreement in respect of the sharing and access to the intellectual property and software programs of each of the parties.

### IV. FINANCIAL ARRANGEMENTS

#### a. Payment Details

S. No	Product	Description	Retail Price	Final Discounted Price
1	Expert + Internship+ CRT + Placement Support	3 <sup>rd</sup> year students. Finishing school program: It is a combination of platform based and 160 hours instructor led online training.	Rs.5000/ year per user	Rs.2650/ year per user

#### b. Payment Terms and Conditions

- i. The details of pricing are confidential and must not be disclosed to any other college
- ii. This cost does not include GST
- iii. The actual cost could vary based on the number of students
- iv. The training is planned for 160 hours
- v. The Second Party shall pay the First Party, as per the Schedule mentioned herein below {-

1. 50% should be paid before the program starts
2. 25% should be paid after 80hrs of the program



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



3. Remaining 25% balance at the end of the program
- vi. Any change in the above could impact and lead to change in the overall cost of the program

## V. LIABILITY

- 1) Both parties shall have no liability for any losses, damages, or costs towards each other in respect of any conduct arising out of or in relation to this Memorandum of Understanding.

## VI. LEGAL RELATIONSHIP

None of the terms of this Memorandum of Understanding shall be construed to confer any legal relationship between the parties.

## VII. DURATION

7.1 The duration of this Memorandum of Understanding shall be for a period of three years from the date of this Agreement. Both parties shall have the option to renew this Memorandum of Understanding for further period of three years by written consent of both parties.

7.2 Both parties may cancel this Memorandum of Understanding by giving three months prior written notice delivered to the other party.

IN WITNESS WHEREOF, this Memorandum of Understanding is executed on this \_\_\_\_ day of **November 2020** in the presence of witness with free will and without any undue influence or duress.



FIRST PARTY

S V Raman

ByteXL India PVT LTD.

Executive Director

November \_\_, 2020



SECOND PARTY

NARASARAOPETA ENGINEERING COLLEGE  
(AUTONOMOUS)

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



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



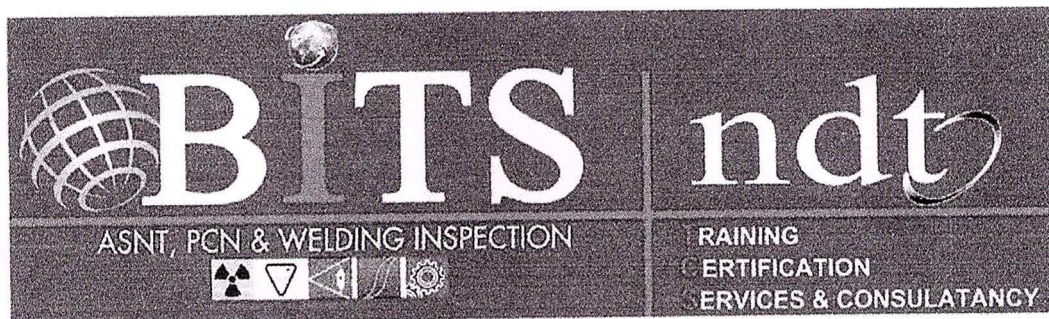
# MEMORANDUM OF UNDERSTANDING

BETWEEN



DEPARTMENT OF MECHANICAL ENGINEERING  
**NARASARAOPETA ENGINEERING COLLEGE (Autonomous)**  
Kotappakonda Road, Yellamanda (Post), Narasaraopet – 522601, Guntur District, AP

AND



**BITS NDT (BHARAT INSTITUTE & TECHNICAL SERVICES)**

#58-1-330, Opposite Bhashyam School, NAD Junction Main Road, Butchiraju Palem,  
Visakhapatnam, Andhra Pradesh -530027, Phone: (+91) 8688769769, 8099769769,  
Email: [info@bitsndt.com](mailto:info@bitsndt.com), Web: <http://www.bitsndt.com/>



JULY 2018

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



Date: 09-07-2018

### MEMORANDUM OF UNDERSTANDING (MOU)

This MOU is between the Department of Mechanical Engineering of NARASARAOPETA ENGINEERING COLLEGE (AUTONOMOUS), and BITS NDT (BHARAT INSTITUTE & TECHNICAL SERVICES), Visakhapatnam for the purpose of enriching technical education and for continuous interaction between Industry and Institution.

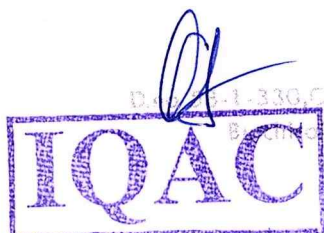
NARASARAOPETA ENGINEERING COLLEGE (AUTONOMOUS), Kotappakonda Road, Yellamanda (Post), Narasaraopet – 522601, Guntur District, AP is approved by AICTE, New Delhi.

BITS NDT (BHARAT INSTITUTE & TECHNICAL SERVICES), Visakhapatnam is a Non-destructive testing, Material testing company founded in India, providing complete material testing solutions including BITS NDT Inspection, metallurgical, welder qualification tests, mechanical testing, consultancy services to engineering industries and serving the entire world.

#### Terms & Conditions

##### 1. Nature of Relationship :

- 1.1 The MOU is for collaboration between both parties, for mutual benefit, for many purposes set out in Annexure – I, to enhance the quality of educational experience of Mechanical Engineering students.
- 1.2 The MOU shall be valid for five years from the date and each party shall be at full liberty to terminate the collaboration with a notice period of 3 months.



8688769769, 8099769769  
www.bitsndt.com  
info@bitsndt.com  
Principal  
NARASARAOPETA ENGINEERING COLLEGE  
(AUTONOMOUS)  
NARASARAOPET - 522 601.  
Guntur (Dist.), A.P.



- 1.3 Both the parties shall take all reasonable steps to ensure successful completion of the collaboration and cooperate with each other, duly carrying out the obligation agreed upon.

## 2. Mutual Obligation

- 2.1 The collaboration shall not be exclusive to both parties and shall not disallow each party from having similar collaboration with others. Except as expressly stated in this MOU, there shall be no obligation on any party to compensate the other in any manner.
- 2.2 Each party shall meet the expenses between them as mutually agreed.
- 2.3 Each party shall respect the other's Intellectual Property (IP) and shall not use any trade name, trade mark, symbol or designation of the other, without prior written approval. No party shall hold out as an agent or representative of the other or create any liability for the other. The parties shall indemnify the other for breach of this clause.

## 3. Limitations and Warranties :

- 3.1 Each party shall ensure that the other is not put to any liability for any actions.
- 3.2 Each party represents that they have the full power and authority to enter into MOU in general.

## 4. GENERAL

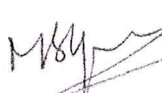
- 4.1 Both parties will designate a representative from its side who will be primary point of contact on behalf of that party.
- 4.2 Both parties shall not use the name of the other in any advertisement or make any public announcement without the prior written approval of the other.
- 4.3 Any dispute under this MOU will be settled in Guntur by mutual discussions. In witness where both the parties have set their hands on this MOU on this 9<sup>th</sup> day of July 2018 at Narasaraopeta Engineering College (Autonomous).



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

**Narasaraopeta Engineering College**  
(Autonomous)


**BITS NDT**  
**Bharat Institute & Technical Services**

  
**Dr. M. SREENIVASA KUMAR**  
Principal

**Narasaraopeta Engineering College**  
(Autonomous),

**Kotappakonda Road, Yellamanda (Post),  
Narasaraopet – 522601, Guntur District,  
Andhra Pradesh, Phone: 08647-239905.**

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

  
Witness:


**Dr. D. SUNEEL**  
Vice-Principal

**Narasaraopeta Engineering  
College(Autonomous),  
Kotappakonda Road, Yellamanda (Post),  
Narasaraopet – 522601, Guntur District,  
Andhra Pradesh, Phone: 08647-239905**

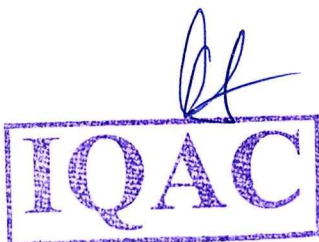
  
**Mr. CH. SATISH KUMAR**  
Manager (Marketing & Operations)

**BITS NDT,  
Bharat Institute & Technical Services  
NAD Junction Main Road, Butchiraju  
Palem, Visakhapatnam - 530027, Andhra  
Pradesh, Phone: (+91) 8688769769**

Witness:

  
**Mr. M. BALA KRISHNA**  
Quality Controller (Piping & Welding)

**BITS NDT,  
Bharat Institute & Technical Services  
NAD Junction Main Road, Butchiraju  
Palem, Visakhapatnam - 530027,  
Andhra Pradesh, Phone: (+91)8688769769.**



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



## ANNEXURE – I

### PURPOSE / SCOPE OF THE COLLABORATION

1. M/S Narasaraopeta Engineering College (Autonomous) will impart training to the new joining staff members, M/S BITS NDT (BHARAT INSTITUTE & TECHNICAL SERVICES), Visakhapatnam.
2. M/S Narasaraopeta Engineering College (Autonomous) will invite the industrial staff members for workshops and seminars, M/S BITS NDT (BHARAT INSTITUTE & TECHNICAL SERVICES), Visakhapatnam.
3. M/S BITS NDT (BHARAT INSTITUTE & TECHNICAL SERVICES), Visakhapatnam will impart training to the staff and students of Mechanical Engineering, Narasaraopeta Engineering College (Autonomous) through joint certification programmes.
4. M/S BITS NDT (BHARAT INSTITUTE & TECHNICAL SERVICES), Visakhapatnam will permit the students of Mechanical Engineering Department, Narasaraopeta Engineering College (Autonomous) for industrial visit, in order to enhance their technical knowledge.
5. M/S BITS NDT (BHARAT INSTITUTE & TECHNICAL SERVICES), Visakhapatnam will permit the students of Mechanical Engineering Department, Narasaraopeta Engineering College (Autonomous) for Project Works & Placements.
6. M/S BITS NDT (BHARAT INSTITUTE & TECHNICAL SERVICES), Visakhapatnam will provide Internship, vacation training (Learn-Earn) to the students and staff during summer vacation, to get hands-on experience.
7. M/S BITS NDT (BHARAT INSTITUTE & TECHNICAL SERVICES), Visakhapatnam will support experiment work related to research, by permitting faculty to use the machinery on chargeable basis at a price mutually agreed upon.





# SRI VASAVI ENGINEERING COLLEGE

TADEPALLIGUDEM - 534 101

Dr. GUDURU VNSR. Ratnakara Rao

Principal

## MEMORANDUM OF UNDERSTANDING (MOU)

BETWEEN



## NARASARAOPETA ENGINEERING COLLEGE (AUTONOMOUS)

Yellamanda(V), Kotappakonda Road, Narasaraopet-522601, Guntur(Dt.), AP

And



## SRI VASAVI ENGINEERING COLLEGE (AUTONOMOUS)

FOR

TEACHING, LEARNING AND SKILL DEVELOPMENT



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



## MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (here in after called as the "MOU") is entered in to on this date of 10-10-2020 (10<sup>th</sup> Day of October Two thousand Twenty), by and between **Narasaraopeta Engineering College (NEC)**, Narasaraopet, Guntur (Dt.)-522601, Andhra Pradesh (India), the Higher/Technical Educational 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

**Sri Vasavi Engineering College (SVEC)** the second party and represented by the Principal, here in after referred as "**Second Party**", the institution 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

2. 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 Doctoral programme, NEC and SVEC, agree this Memorandum of Understanding (MOU)

### 3. 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.



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


### **3.1. Academic and Research Collaborations in the mutually interested areas**

- a) Faculty from SVEC 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 SVEC 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.

### **3.2. Academic Interactions and Support Leading to Higher qualifications:**

- a) SVEC 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 SVEC to write those examinations.
- c) If a faculty member of NEC registers for Ph.D degree at SVEC, he shall have one guide at NEC and one guide at SVEC.
- d) A faculty member at 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 SVEC 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 SVEC.
- f) The remaining Ph.D guidelines, rules and regulations as per the SVEC followed.
- g) The instruments, equipment and other research facilities at SVEC can be utilized by the faculty members for their Ph.D work as per institute norms with applicable fee.



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



### 3.3. Exchange of Academic and Scientific Information:

- a) SVEC 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 faculty members 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.

### 4. 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.

### 5. 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.

### 6. 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.



Handwritten signature in green ink above a purple stamp. The stamp text reads:  
Principal  
NARASARAOPETA ENGINEERING COLLEGE  
(AUTONOMOUS)  
NARASARAOPET - 522 601.  
Guntur (Dist.), A.P.

AGREED:

First Party

For: Narasaraopeta Engineering College  
(Autonomous)



Authorized Signatory

Dr. M. Sreenivasa Kumar


Principal

Narasaraopeta Engineering College


Narasaraopeta, Guntur(Dt.), AP

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

Witnessed By:

1   
(Dr. D. Suresh)

2

  
Dr. S. N. SRINIVASU.



Second Party

For: Sri Vasavi Engineering College  
(Autonomous)



Authorized Signatory

Dr. Guduru VNSR Ratnakara Rao

Principal

Sri Vasavi Engineering College

Tadepalligudem, West Godavari (Dt.)

AP

PRINCIPAL  
SRI VASAVI ENGINEERING COLLEGE  
PEDATADEPALLI  
TADEPALLIGUDDEM - 534 101

Witnessed By:

1

  
(C. H. V. S. R. Gopal Krishna)

2

  
(C. H. NARAYANA RAO)

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



# **3.7.1**

## **2019-2020**

**MEMORANDUM OF AGREEMENT**

**BETWEEN**

**ANDHRA PRADESH STATE SKILL DEVELOPMENT  
CORPORATION (First Party)**

**AND**

**EUROPEAN CENTER FOR MECHATRONICS APS GMBH  
(Second Party)**

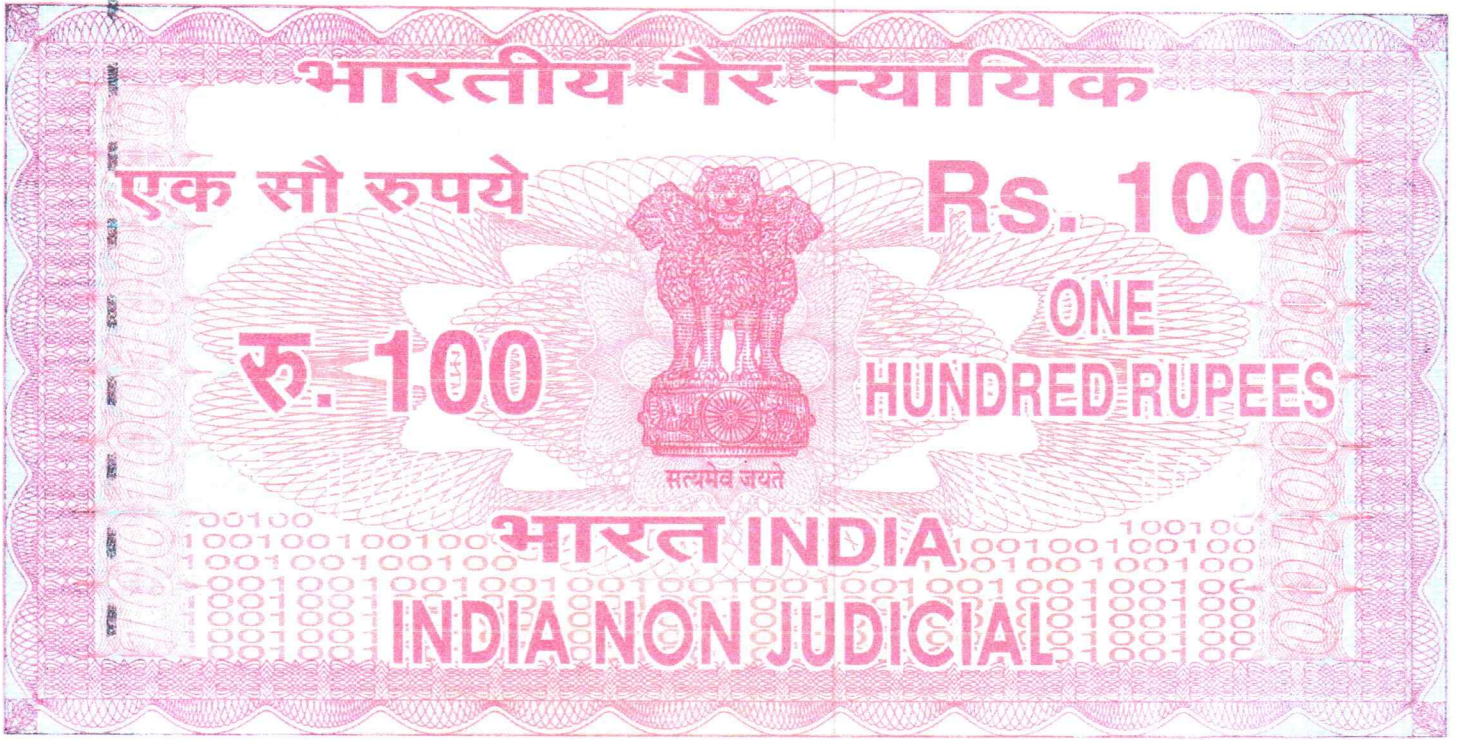
**AND**

**NARASARAOPETA ENGINEERING COLLEGE(NEC)  
(Third Party)**



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





ఆంధ్రప్రదేశ్ ఆంధ్ర ప్రదేశ్ ANDHRA PRADESH

CH 865737

No. 350 Dt. 7/2/19 Rs. 100/-

Issued to Sri: K. Chandra Kumar, S/o. K. Venkata Ratnam, USA  
for whom: Andhra Pradesh State Skill Development Corporation  
Tadepalli, Guntur District.

Name: K.L. PADMAVA  
LICENSED STAMP VENDOR  
L.No: 06-14-003/2007  
R.L.No: 03-14-002/201  
Address: #1-82, CHINAVUTU  
GANNAVARAM Mandal  
Phone No: 99127 4666

### MEMORANDUM OF AGREEMENT

This Memorandum of Agreement (MoA) is entered into on 7<sup>th</sup> 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.

**IQAC**

**aps**

APS GmbH European Center for Mechatronics  
Vaalser Str. 460, 52074 Aachen, Germany

**NARASARAOPETA ENGINEERING COLLEGE**

(AUTONOMOUS)

NARASARAOPETA - 522 601.

Guntur (Dist.), A.P.





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



European Center for Mechatronics  
Aachen, Germany

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





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 JNTU-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;
- organize Training Programs for all diploma and under graduate engineering students;
- prepare operational guidelines for ARC labs to be followed by the other two parties;
- 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.



## 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;



APS GmbH European Center for Mechatronics  
Vaalser Str. 460, 52074 Aachen, Germany



*[Signature]*

*[Signature]*  
Principal



**NARASARAOPETA ENGINEERING COLLEGE**  
**(AUTONOMOUS)**  
NARASARAOPET - 522 601,  
Guntur (Dist. Guntur)



- 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 ARC 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.



aps  
APS GmbH European Center for Mechatronics  
Völkershtr. 460, 52074 Aachen, Germany.

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

## 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 party 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.

## J. Representations and Warranties by the Parties

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

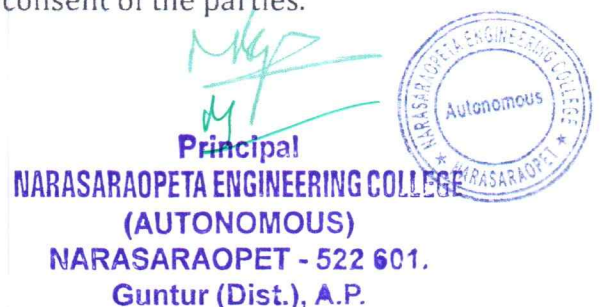
- a) That it is duly organized and validly existing under the laws of the jurisdiction in which it was incorporated and has the necessary corporate power and authority under applicable Laws to carry on its business and or perform its functions.
- b) That this MoA
  - I. is within its powers and has been duly authorized by it; and
  - II. does not conflict in any material respect with any law or regulation or its 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.



APS GmbH European Center for Mechatronics  
Völkner Str. 460, 52074 Aachen, Germany.





## 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 expressly 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 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.

## 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.



  
Principal  
NARASARAOPETA ENGINEERING COLLEGE  
(AUTONOMOUS)  
NARASARAOPETA - 522 601  
Guntur (Dist.).



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

**For Andhra Pradesh State Skill  
Development Corporation**



**T. Anil Kumar**  
**Executive Director - I**

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

Witness: 

**For European Center for Mechatronics  
APS GmbH**

**Till Quadflieg**  
**Managing Director**


Witness: 



APS GmbH European Center for Mechatronics  
Vaalser Str. 460, 52074 Aachen, Germany.

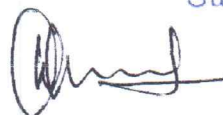
  
**IQAC**

**For Narasaraopeta Engineering  
College**

  
**Dr. M. Sreenivasa Kumar**  
**Principal**

PRINCIPAL

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



**(Dr. D. Sunel)**

**Dean - Acad**  
**NEC.**

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



**Training Methodology:**

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

Phase	ARC 1.0	ARC 2.0	ARC 3.0
<b>Eligibility</b>	6 <sup>th</sup> Semester	7 <sup>th</sup> Semester	8 <sup>th</sup> Semester
	Mech /ECE/EEE	Mech /ECE/EEE	Mech /ECE/EEE
<b>Activity</b>	12 weeks course/	12 weeks Training + Bachelor project	6 weeks course with job assistance
	crash course		
<b>Course contents</b>	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
<b>Location</b>	ARC labs at partnered college/university in India	ARC labs at partnered college/university in India	ECMM, India/Germany
<b>Hours</b>	120	120	6 weeks
	(50% - Teaching/Labs 50% Self learning and Implementation work)		



APS GmbH European Center for Mechatronics  
Vaelser Str. 460, 52074 Aachen, Germany.



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

Signage for ARC Lab



*Indo European Skilling Centre for  
Mechatronics and Industrial Robotics Lab*



APS GmbH European Center for Mechatronics  
Vaelser Str. 460, 52074 Aachen, Germany



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



## MEMORANDUM OF UNDERSTANDING

between  
Narasaraopeta Engineering College  
and  
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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NARASARAOPET - 522 601.  
Guntur (Dist.), A.P.



- B. GEMS is supporting international research, trainings and academic programs between Germany and India.
- C. APS is actively supporting conceptual research, industrial research and academic programs in Germany and globally.
- 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 "ARC".

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 industry based and cutting edge technical education.

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 obligations hereunder.

- 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 for Mechatronics and Manufacturing.
- 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 companies/organizations.
- 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 research programs.

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 case-to-case basis.





## 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 collaboration activities.
- 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 in connection with the project).

  
**IQAC**

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



- 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 for this AGREEMENT.

#### 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 help of Industry Partners.

#### 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 between the two Parties.

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

  
**IQAC**

  
Principal  
NARASARAOPETA ENGINEERING COLLEGE  
(AUTONOMOUS)  
NARASARAOPET - 522 601.  
Guntur (Dist) A.P.  
Page 4 of 5



an University and GEMS and APS from September 2018

es

AN UNIVERSITY:

akravarthi

irman

-09-2018

*MS. Chakra*

M:

apanduru Venkata Nagaraju

/President - GC German Center for Engineering and Management Studies

t Indian Affairs - European Center for Mechatronics APS GmbH

-09-2018

*Walter*

Dr.-Ing. Tilt Quadflieg

*Tilt Quadflieg*

APS GmbH  
Europäisches Zentrum  
für Mechatronik  
Völkner Straße 480  
51174 Aachen (Germany)

M:

quadflieg

g Director - European Center for Mechatronics APS GmbH

-09-2018

**aps**

APS GmbH  
Europäisches Zentrum  
für Mechatronik  
Völkner Straße 480  
51174 Aachen (Germany)

*Dr.-Ing. Christoph Greb*

M

toph Greb

g Director - European Center for Mechatronics APS GmbH

-09-2018

*IQAC*

*M*  
Principal  
NARASARAOPETA ENGINEERING COLLEGE  
(AUTONOMOUS)  
NARASARAOPET - 522 601.  
Guntur (Dist), Andhra Pradesh

## 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.

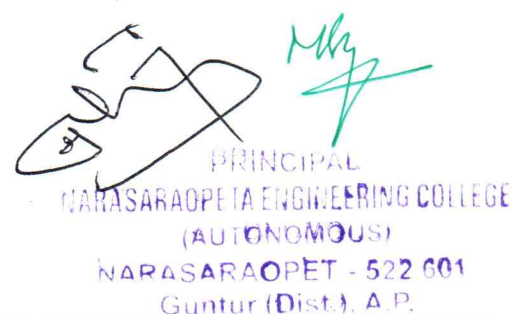
C) The Parties intent to cooperate and focus their efforts on cooperation within area of Skill Based Training, Education, Placement Assistance, Industrial Visit, Expert Lecture.

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:

**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.

A purple rectangular stamp with the letters 'IQAC' in a bold, sans-serif font.A green ink signature of the Principal of Narasaraopeta Engineering College, written over a printed name and title.

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

Our Group of Companies

**AXIS**  
global automation**AUTOTEC**A logo for EmEx featuring a stylized 'E' and 'x' with a small triangle above the 'x'.**EmEx**



## 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.

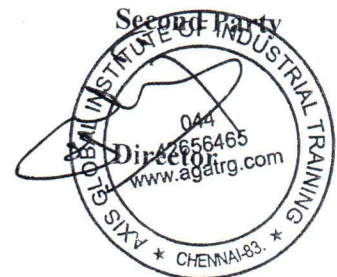
First Party

Principal

PRINCIPAL

NARASARAOPETA ENGINEERING COLLEGE  
(AUTONOMOUS)

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



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

Our Group of Companies

AXIS  
global automation

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# CHIEF MINISTER'S SKILL EXCELLENCE CENTER



## MEMORANDUM OF AGREEMENT (MoA)

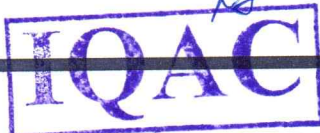
BETWEEN


**ANDHRA PRADESH STATE SKILL DEVELOPMENT CORPORATION**

AND

**Narasaraopeta Engineering College,  
Narasaraopet**

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



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



12 June  
24 JUL 2019  
JOINT SUB REGISTRAR - I  
SPECIAL  
EX - OFFICE VENDER  
NARASARAOPET.

  
IQAC

  
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**



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



The Agreement is executed on this 24<sup>th</sup> day of JULY 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;

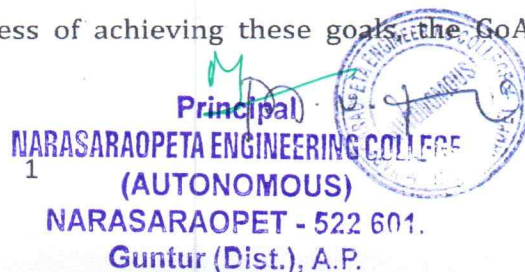
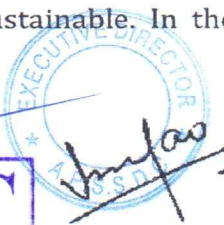
**And**

**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



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,





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;



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

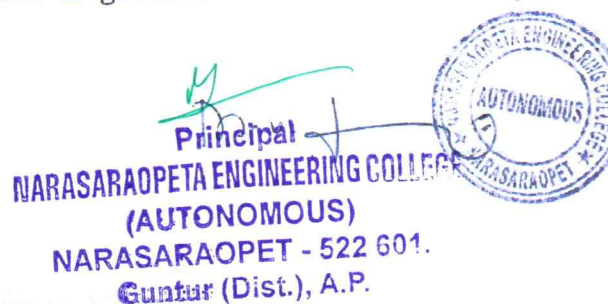


- Provide equipment with latest technology to fill up the gap required to suit the skill development training requirements –laptops (as per the configuration given in Annexure I);
- Prepare over all calendar programs and communicate to Second Party;
- Train the faculty in the requisite and relevant skill;
- 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;





- 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



## 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 expressly disclaimed.





## 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 thereby and the parties hereto agree to



7



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):

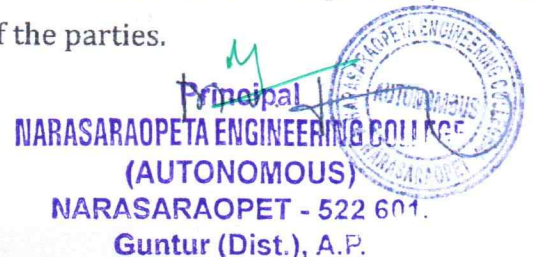
**APSSDC**                      **Andhra Pradesh State Skill Development Corporation**  
**Door No. 78/2, G&J Infra Infosight Building,**  
**Near Pathuru Junction, Tadepalli - 522501**

**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 1<sup>st</sup> Nov 2018 and shall be in force for a period of three years, unless terminated by mutual consent of the parties.





## 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.

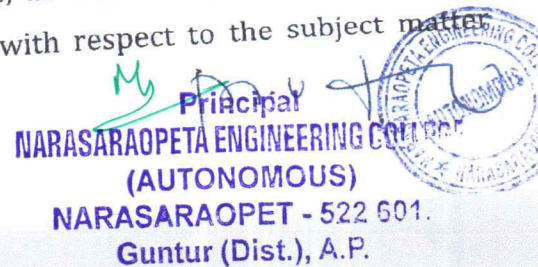
## 18. MODIFICATION, AMENDMENT, SUPPLEMENT OR WAIVER

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.



## 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: [Signature]

(Name: **Dr. B Nageswara Rao**)



Designation: **Executive Director**

#### NARASARAOPETA ENGINEERING COLLEGE,

Kotappakonda Road, Narasaraopeta, Guntur, Andhra Pradesh 522601

Signature: [Signature]

Name: **M.V. KOTESWARA RAO**



Designation: **CHAIRMAN**

#### Witness

Name: **Dr. M. SREENIVASA KUMAR**

Signature: [Signature]

Designation: **PRINCIPAL**

**Dr. M. SREENIVASA KUMAR**  
PRINCIPAL

**NARASARAOPETA ENGINEERING COLLEGE**  
NARASARAOPET - 522 601,  
Guntur (Dt.), A.P.



Name : **Dr. P. LAKSHMANAN**

Signature: [Signature]

Designation: **Prof & Head, FFE**

**APSSDC SPOC**

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



ANNEXURE-I

<b>Laptops</b> : 37 No.	
<b>Make and Model</b> : Acer TMP 249-G2-M	
<b>Technical Specifications</b>	
Processor	Intel Core i5-7200U Processor @ 2.5 GHz(Turbo Boost Upto 3.1 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	BOSS Linux
Keyboard	External;
Mouse	External;



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





# APSSDC

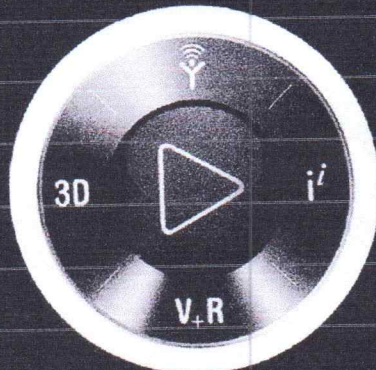
Andhra Pradesh State Skill Development Corporation  
(Department of Skills Development and Training, Govt of Andhra Pradesh)



**Skill AP**  
APSSDC



## DASSAULT SYSTEMS 3D EXPERIENCE CENTRE



## 3D EXPERIENCE

### MEMORANDUM OF AGREEMENT WITH



**NARASARAOPETA**  
**ENGINEERING COLLEGE**  
(AUTONOMOUS)

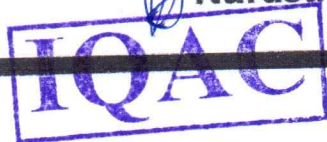
Narasaraopet, Guntur Dist. - 522 601, Andhra Pradesh

Principal

(AUTONOMOUS)

NARASARAOPET - 522 601.

Guntur (Dist.), A.P.

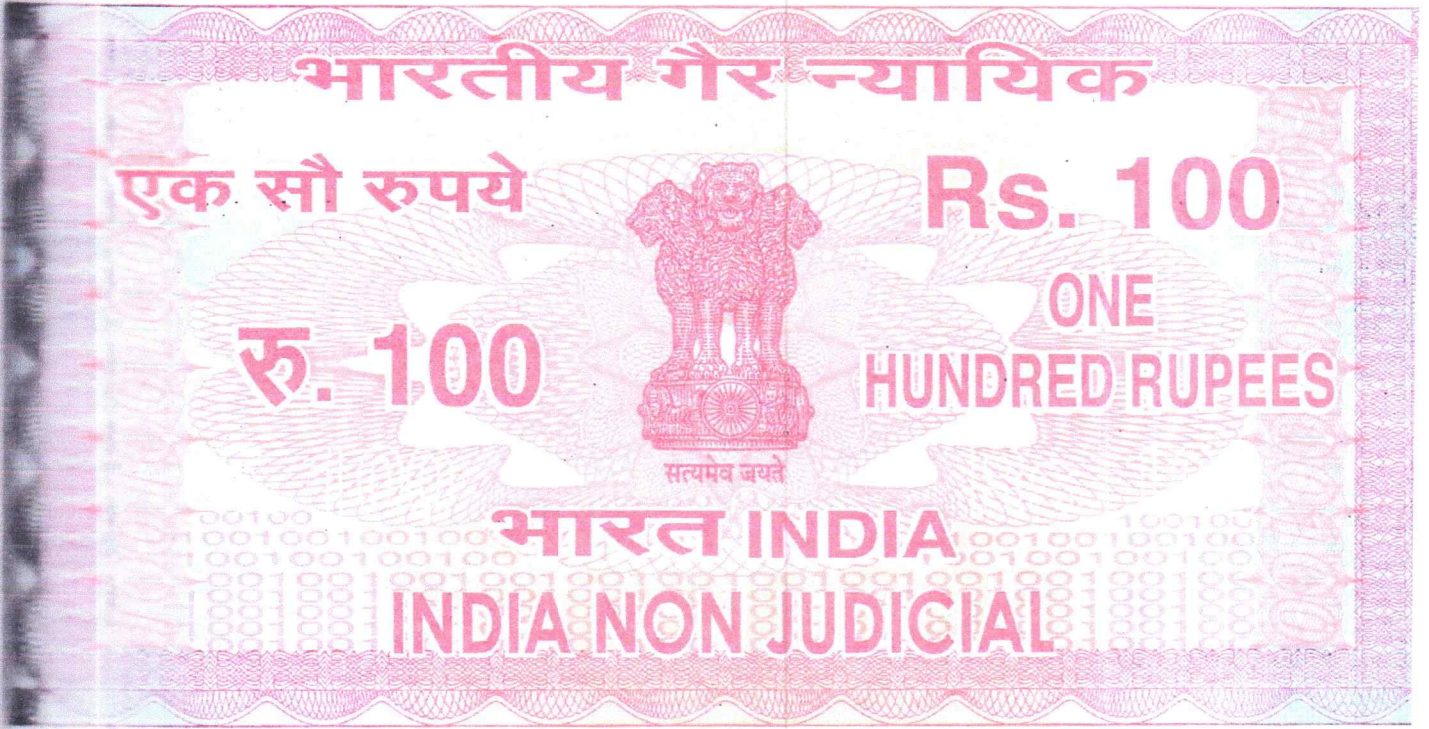




**MEMORANDUM OF AGREEMENT**  
**BETWEEN**  
**ANDHRA PRADESH STATE SKILL DEVELOPMENT**  
**CORPORATION (First Party)**  
**AND**  
**NARASARAOPETA ENGINEERING COLLEGE**  
**(AUTONOMOUS) (Second Party)**

  
**IQAC**

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



ఆంధ్ర ప్రదేశ్ ఆంధ్ర ప్రదేశ్ ANDHRA PRADESH

27-10-2020, Rs.100/- NARASARAOPETA ENGINEERING COLLEGE, NARASARAOPET,  
Rep by Chairman M.V.Koteswara Rao, S/o.M.Venkateswarlu, Narasaraopet

CE 519241  
S. Subbarao

### 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, 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

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.

  
**IQAC**

1

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



14 OCT 2020

  
**IQAC**

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

## 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.
- (c) In its endeavours to enhance the Employability Skills of Diploma/Under Graduate 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;
- (d) 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 run 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.

  
**IQAC**

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



#### **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;





- 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 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
- 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 its 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 expressly 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.

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.



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

**For Andhra Pradesh State Skill  
Development Corporation**

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

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

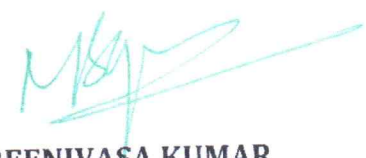
Witness:

  
**Dr. Ravi K Gujjula**  
**Chief General Manager- Technical**


**Manager (Technical)**  
**Andhra Pradesh State Skill**  
**Development Corporation**  
**Dept of Skill Development & Training**  
**A.P. Vijayawada, A.P.**



**For Narasaraopeta Engineering  
College (Autonomous)**

  
**Dr. M. SREENIVASA KUMAR**  
**Principal,**  
**Narasaraopeta Engineering College**  
**(Autonomous)**  
**NARASARAOPETA ENGINEERING COLLEGE**  
**(AUTONOMOUS)**  
**NARASARAOPET - 522 601**  
**Guntur (Dist.), 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.**



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



Schedule - I

Infrastructure

Item	Product Specifications	Qty
DESK TOP COMPUTERS	I7 Processor, 16GB Ram, 4GB Graphic Card, 500GB Hard Disk	40 Qty
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 (Autonomous) and 3D Experience Licenses provided by APSSDC



11

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

MEMORANDUM OF UNDERSTANDING (MoU)

BETWEEN

Narasaraopeta Engineering college, Narasaraopeta, AP  
AND  
Vectra Technosoft Pvt Ltd here after will be called as Advantage Pro

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 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 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.

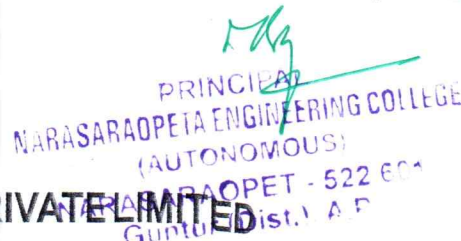
C) The Parties intent to cooperate and focus their efforts on cooperation within area of Skill Based Training, Education, Placement Assistance, Industrial Visit, Expert Lecture.

D) **Vectra Technosoft Pvt Ltd - Advantage Pro** - the Second Party is engaged in Technical Value Addition Training in Computer Programming allied Courses, Certification Programs, Consultancy, IT enabled services, Manpower support services on its own and with Business Partners

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 LIMITED**

**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

PRINCIPAL

NARASARAOPETA ENGINEERING COLLEGE  
(AUTONOMOUS)

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



**Vectra Technosoft Pvt Ltd**

  
Director  
Ranjit Sengupta




**VECTRA TECHNOSOFT PRIVATE LIMITED**

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

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



ICTACADEMY®

## Certificate of Membership

This is to certify that

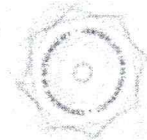
NARASARAOPETA ENGINEERING COLLEGE  
NARASARAOPET, ANDHRA PRADESH

is an Associate Member of ICT Academy.

Membership No : 173309

Valid till : 10 Aug 2026

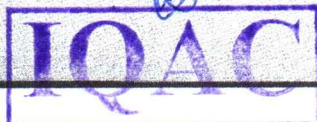
New Delhi, India



*B. Anantham*

Dr B Anantham  
President

ap.ictacademy.in



*B. Anantham*  
**Principal**  
NARASARAOPETA ENGINEERING COLLEGE  
(AUTONOMOUS)  
NARASARAOPET - 522 501,  
Guntur (Dist. Guntur)



# MEMORANDUM OF UNDERSTANDING (MOU)

BETWEEN

NARASARAOPETA ENGINEERING COLLEGE

&

MITTAPALLI SPINNERS LIMITED



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



## 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:
  - (i) **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 to sign this MOU





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**

- 1.1 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 co-operation 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
- 1.3 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



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



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 into





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.
- 2.6 **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 limited to



Principal  
NARASARAOPETA ENGINEERING COLLEGE  
(AUTONOMOUS)  
NARASARAOPETA  
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know-how, inventions, patents, copy rights and designs) of the other Party.

#### CLAUSE 4 VALIDITY

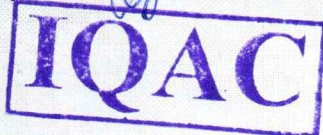
- 4.1 This Agreement will be valid until it is expressly terminated by either Party on mutually agreed terms, during which period **Mittapalli Spinners Limited** the Second Party, as the case may be, will take effective steps for implementation of this MoU. Any act on the part of **Mittapalli Spinners 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

- 5.1 It is expressly agreed that **Narasaraopeta Engineering College** and **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

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



Second Party

Principal

NARASARAOPETA ENGINEERING COLLEGE

(AUTONOMOUS)

NARASARAOPETA - 522 601.

NARASARAOPETA ENGINEERING COLLEGE

(AUTONOMOUS)

NARASARAOPETA - 522 601.

NARASARAOPETA (Dist.), A.P.

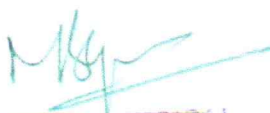





parties as per the Arbitration Act, 1996. The place of the arbitration shall be at District Head Quarters of the Narasaraopeta Engineering College. This undertaking is to be construed in accordance with Indian Law with exclusive jurisdiction in the Courts of **Hyderabad**.

**AGREED:**

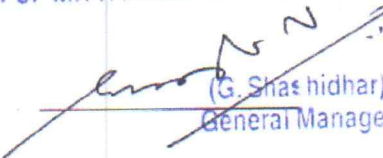
For Narasaraopeta Engineering College

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

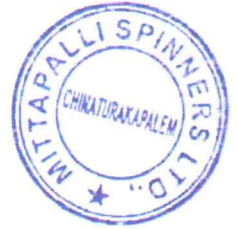


For Mittapalli Spinners Limited


For MITTAPALLI SPINNERS LIMITED

  
(G. Shashidhar)  
General Manager

Authorized Signatory



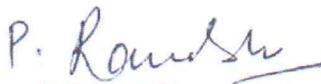
Narasaraopeta Engineering College	Mittapalli Spinners Limited
Kotappakonda Road, Yellamand P.O, Narasaraopet - 522601, Guntur (Dist)	Mittapalli Spinners Limited, Chinaturakapalem(V),Narasaraopet(M), Guntur(DT),Andhra Pradesh ,PIN- 522601
Cell no: 9441895535	Cell no: 9581442701
E-mail: mechhod@nrtec.ac.in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

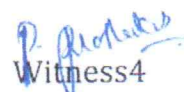
  
Witness1

(Dr. D.Suneel)

  
Witness2

(Dr.P.Lakshmanan)

  
Witness3

  
Witness4



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

**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).

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



## 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.



**IQAC**



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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.

  
  
Principal  
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Guntur (Dist.), A.P.



### 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.


**IQAC**

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



**VIGNAN'S**

Foundation for Science, Technology & Research

(Deemed to be University)

-Estd. u/s 3 of UGC Act 1956

**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

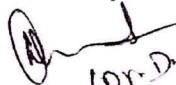
Dr. M. Sreenivasa Kumar.


Principal

Narasaraopeta Engineering College.

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

Witnessed by:

1.   
(Dr. D. Suresh)

2.   
(Dr. 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:

1.   
(Dr. D. Suresh)

2. 

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



# **3.7.1**

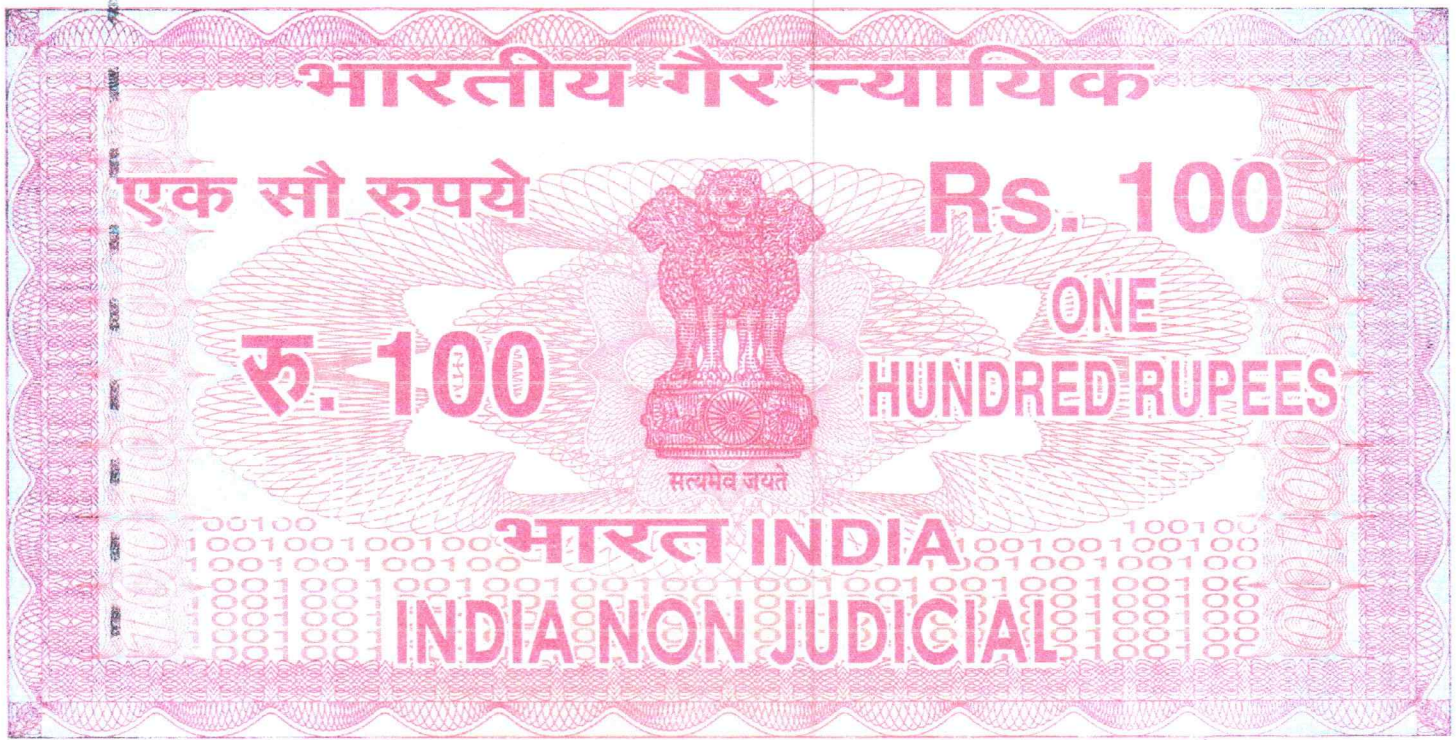
# **2018-2019**

**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.





ఆంధ్రప్రదేశ్ ఆంధ్ర ప్రదేశ్ ANDHRA PRADESH

CH 865737

S.No. 350 Dt. 7/2/19 Rs. 100/-

Sold to Sri: K. Charyya. Sp. K. Venkata Ratnam, VJA  
for Whom: Andhra Pradesh State Skill Development Corporation  
Tadepalli, Guntur District.

Name: K.L. PADMAVA  
LICENSED STAMP VENDOR  
L.No: 06-14-003/2007  
R.L.No: 03-11-002/201  
Address: #1-82, CHINAVUTU  
GANNAVARAM Mandal  
Phone No: 99127 4666

### MEMORANDUM OF AGREEMENT

This Memorandum of Agreement (MoA) is entered into on 7<sup>th</sup> 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.



APS GmbH European Center for Mechatronics  
Vaalser Str. 460, 52074 Aachen, Germany

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





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



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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 JNTU-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.

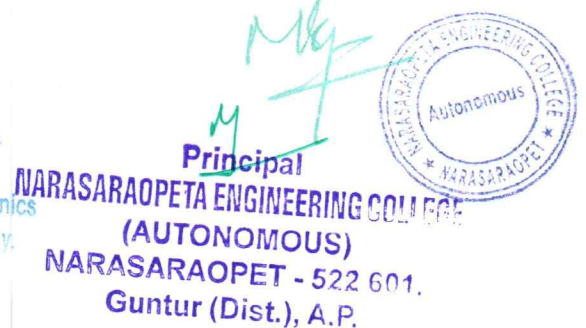
#### **PURPOSE:**

- 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;
- organize Training Programs for all diploma and under graduate engineering students;
- prepare operational guidelines for ARC labs to be followed by the other two parties;
- 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.



## 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.

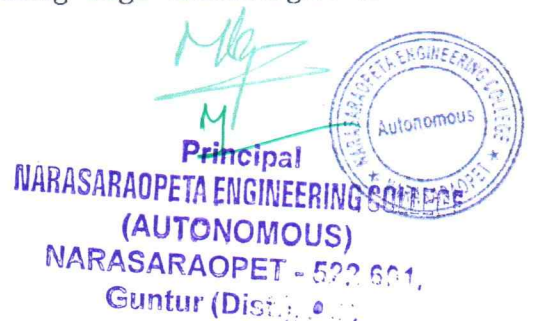
## THIRD PARTY -The College shall

- 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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Vaalser Str. 460, 52074 Aachen, Germany

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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:

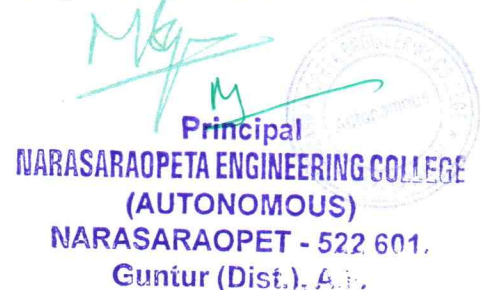
1. The Parties shall diligently perform their respective obligation under the Agreement as per the procedure set forth above.
2. To get the evaluation of the programs done by third party for assessing the impact with respect to quality of training programs.
3. Neither Party shall share any confidential 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 ARC 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.



## 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 party 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.

## 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
  - 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 its 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.

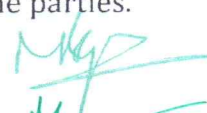
## K. PERIOD OF VALIDITY:

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.



APS GmbH European Center for Mechatronics  
Völkner Str. 460, 52074 Aachen, Germany.

aps

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





## 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 expressly 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 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.

## 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.




*M. K. T. M.*  
Principal



**NARASARAOPETA ENGINEERING COLLEGE  
(AUTONOMOUS)  
NARASARAOPETA - 522 601  
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**

**Till Quadflieg**  
Managing Director


Witness: 



APS GmbH European Center for Mechatronics  
Vaalser Str. 460, 52074 Aachen, Germany.

  
**IQAC**

**For Narasaraopeta Engineering  
College**

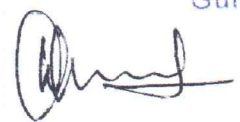
  
**Dr. M. Sreenivasa Kumar**  
Principal

PRINCIPAL

Witness:

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



  
(Dr. D. Suneel)  
Dean - Acad  
NEC.

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



**Training Methodology:**

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

Phase	ARC 1.0	ARC 2.0	ARC 3.0
<b>Eligibility</b>	6 <sup>th</sup> Semester	7 <sup>th</sup> Semester	8 <sup>th</sup> Semester
	Mech /ECE/EEE	Mech /ECE/EEE	Mech /ECE/EEE
<b>Activity</b>	12 weeks course/	12 weeks Training + Bachelor project	6 weeks course with job assistance
	crash course		
<b>Course contents</b>	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
<b>Location</b>	ARC labs at partnered college/university in India	ARC labs at partnered college/university in India	ECMM, India/Germany
<b>Hours</b>	120	120	6 weeks
	(50% - Teaching/Labs 50% Self learning and Implementation work)		



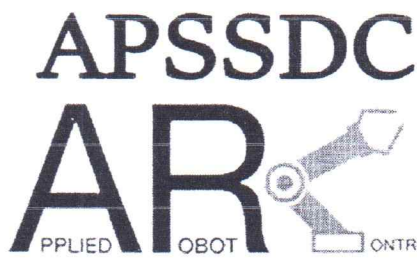
APS GmbH European Center for Mechatronics  
Vaalser Str. 460, 52074 Aachen, Germany.

*(Signature)*



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

Signage for ARC Lab



*Indo European Skilling Centre for  
Mechatronics and Industrial Robotics Lab*



ITA

RWTH



Indo Euro  
Synchronization



APS GmbH European Center for Mechatronics  
Vaalser Str. 460, 52074 Aachen, Germany



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



## MEMORANDUM OF UNDERSTANDING

between  
Narasaraopeta Engineering College  
and  
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.



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



- B. GEMS is supporting international research, trainings and academic programs between Germany and India.
- C. APS is actively supporting conceptual research, industrial research and academic programs in Germany and globally.
- 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 "ARC".

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 industry based and cutting edge technical education.

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 obligations hereunder.

- 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 for Mechatronics and Manufacturing.
- 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 companies/organizations.
- Establish of 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.

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 case-to-case basis.





## 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 collaboration activities.
- 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

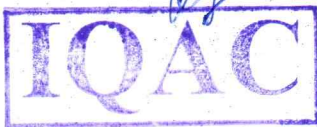
3.1 There are two commercial aspects involved in process of the establishment of ARC and skill development process as a training of students and faculty.

- 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 ECM 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 in connection with the project).





- 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 for this AGREEMENT.

#### 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 help of Industry Partners.

#### 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 between the two Parties.

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

  
**IQAC**

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



an University and GEMS and APS from September 2018

es

AN UNIVERSITY:

akravarthi

irman

-09-2018

*Mechatronics*

M:

apandu Venkata Nagaraju

/President - GC German Center for Engineering and Management Studies

t Indian Affairs - European Center for Mechatronics APS GmbH

-09-2018

*[Signature]*

Dr.-Ing. Tilt Quadflieg

*[Signature]*

APS GmbH  
Europäisches Zentrum  
für Mechatronik  
Völkner Str. 460  
50074 Aachen (Germany)

M:

quadflieg

g Director - European Center for Mechatronics APS GmbH

-09-2018

**aps**

APS GmbH  
Europäisches Zentrum  
für Mechatronik  
Völkner Str. 460  
50074 Aachen (Germany)

*[Signature]*

Dr.-Ing. Christoph Greb

M

toph Greb

g Director - European Center for Mechatronics APS GmbH

09-2018

**IQAC**

*M*  
Principal

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

# MEMORANDUM OF UNDERSTANDING (MOU)

BETWEEN

NARASARAOPETA ENGINEERING COLLEGE

&

MITTAPALLI SPINNERS LIMITED



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



## 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:
  - (i) **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 to sign this MOU



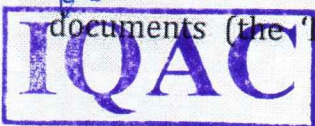


- for advancing their mutual interest;
- E) **Mittapalli Spinners Limited**, the Second Party is engaged in Business, Manufacturing, Skill Development, Education and R&D Services in the fields of **train the students and develop the projects** and related fields.
  - F) **Mittapalli Spinners Limited**, 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**

- 1.1 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 co-operation 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
- 1.3 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



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



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 into





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.
- 2.6 **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 limited to



Principal  
NARASARAOPETA ENGINEERING COLLEGE  
(AUTONOMOUS)  
NARASARAOPETA  
2011



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

- 5.1 It is expressly agreed that **Narasaraopeta Engineering College** and **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

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

**IQAC**

Second Party  
Principal

**NARASARAOPETA ENGINEERING COLLEGE**  
(AUTONOMOUS)

**NARASARAOPETA - 522 601.**

**NARASARAOPETA ENGINEERING COLLEGE**

(AUTONOMOUS)

**NARASARAOPETA - 522 601.**


**NARASARAOPETA (Dist.), A.P. - 522 601.**




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:**

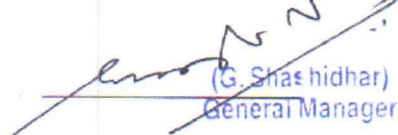
For **Narasaraopeta Engineering College**


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




For **Mittapalli Spinners Limited**

For **MITTAPALLI SPINNERS LIMITED**

  
(G. Shashidhar)  
General Manager  
Authorized Signatory



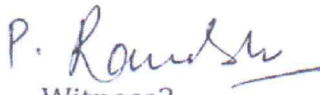
Narasaraopeta Engineering College	Mittapalli Spinners Limited
Kotappakonda Road, Yellamand P.O, Narasaraopet – 522601, Guntur (Dist)	Mittapalli Spinners Limited, Chinaturakapalem(V),Narasaraopet(M), Guntur(DT),Andhra Pradesh ,PIN- 522601
Cell no: 9441895535	Cell no: 9581442701
E-mail: mechhod@nrtec.ac.in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

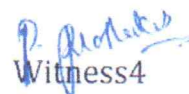
  
Witness1

(Dr. D.Suneel)

  
Witness2

(Dr.P.Lakshmanan)

  
Witness3

  
Witness4



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





ICTACADEMY®

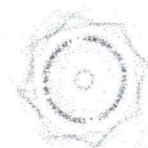
## Certificate of Membership

This is to certify that

NARASARAOPETA ENGINEERING COLLEGE  
NARASARAOPET, ANDHRA PRADESH

is an Associate Member of ICT Academy.

Membership No: 173309  
Valid till: 10 Aug 2026  
New Delhi, India



*B. Anantharam*  
Dr B Anantharam  
President

ap.ictacademy.in



*B. Anantharam*  
Principal  
NARASARAOPETA ENGINEERING COLLEGE  
(AUTONOMOUS)  
NARASARAOPET - 522 201,  
GUNTUR (D.C.), A.P.

## MICROSOFT INNOVATION CENTER COLLABORATION AGREEMENT

This Microsoft Innovation Center Collaboration Agreement (the "Agreement") by and between Gayatri Educational Development Society (Narasaraopeta Engineering College) located at Kotappakonda Road, Yellamanda(P.O.), Narsaraopet, Guntur, Andhra Pradesh-522601 and Microsoft Corporation (India) Private Limited a company incorporated under the laws of India ("Microsoft"), having principal place of business at 10th Floor, Tower B & C, DLF Building No.5 (Epitome), Cyber City, DLF Phase III, Gurgaon, 122002 is entered into as of *January 1st, 2016* ("Effective Date").

### RECITALS

- A. Organization is engaged in running a professional higher educational institute(s) imparting higher technical education and offering graduate, post-graduate and doctoral programs.
- B. Microsoft wishes to collaborate with Organization by facilitating the setup of a Microsoft Innovation Center **Narasaraopeta Engineering College** Kotappakonda Road, Yellamanda(P.O.), Narsaraopet, Guntur, Andhra Pradesh-522601 (the "MIC").

The parties agree as follows:

### AGREEMENT

1. **Responsibilities of Microsoft.** Subject to the terms of this Agreement, Microsoft shall supply the MIC with promotional material, educational content and other materials as described in Exhibit A. Other than the support activities detailed in the Exhibit-A, Microsoft shall not fund, provide hardware or other third party software to the Organization for the purpose of MIC, unless specified in Exhibit C
2. **Responsibilities of Organization.** In consideration of Microsoft's obligations under this Agreement, Organization shall perform the activities as described in Exhibit B hereto.
3. **Use of Microsoft Software.** Organization may use Microsoft Software ("Software") that is made available under various programs, subject to such end user agreements, restrictions therein. Any Software made available in the MIC by Microsoft, its affiliates may be used by Organization by personnel and third parties engaged in the MIC subject to the terms of the relevant end user license agreement accompanying such Software or otherwise provided by Microsoft, or its affiliates, except that (a) such use rights are not transferable; (b) the Organization can make multiple copies of a software program solely for use in the MIC; and (c) any use rights terminate upon termination or expiration of this Agreement.
4. **Microsoft Trademark License Grant and Restrictions.**
  - a) Microsoft grants to Organization a non-exclusive, non-transferable, royalty-free license to use the Microsoft trademark solely as part of the Microsoft Innovation Center name in its entirety and the Microsoft corporate logo as part of the Microsoft Innovation Center Logo lock up ("MIC Marks") as shown in Exhibit D hereto only



Principal  
NARASARAOPETA ENGINEERING COLLEGE  
(AUTONOMOUS)  
NARASARAOPET - 522 601  
Guntur (Dt.), AP



during the term of this Agreement and in the territory of the MIC that meets (i) all terms of this trademark license and Agreement, (ii) meets or exceeds standards of quality and performance of similar facilities generally accepted in the industry, and (iii) complies with all applicable laws, rules and regulations (collectively the "Quality Standards") and other conditions herein. The MIC Marks may solely be used on signage to identify the MIC as a Microsoft Innovation Center and advertising and promotional materials for the MIC as pre-approved by Microsoft in accordance with Section 5(a). Any Internet advertising or web marketing must be targeted to countries in the MIC territory. Microsoft reserves all rights not expressly granted herein.

(b) Organization may not:

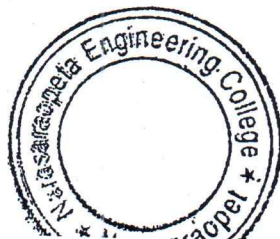
- (i) Sublicense the rights granted in Section 4(a) to any third party without Microsoft's prior written consent;
- (ii) Do or say anything that implies Microsoft is affiliated with, sponsors, endorses, or approves of Organization other than as allowed by this Agreement;
- (iii) Do or say anything that may cause confusion about whether Microsoft owns the MIC Marks or any Microsoft trademark in the MIC Marks;
- (iv) Register, adopt, or use any name, trademark, domain name or other designation that includes or violates Microsoft rights in the MIC Marks or any Microsoft trademark in the MIC Marks;
- (v) Use the MIC Marks in a way that would damage Microsoft's reputation or goodwill in the MIC Marks; or
- (vi) Alter, animate, distort the MIC Marks or combine it with any other symbols, words, images, or designs.

5. **Ownership and Use of the MIC Marks.**

(a) Organization acknowledges that:

- (i) Microsoft is the sole owner of the MIC Marks and the Microsoft trademark in the MIC Marks and the goodwill associated with the MIC Marks;
- (ii) Organization will not acquire any right, title or interest in the MIC Marks or the Microsoft trademark because of Organization's use of the MIC Marks; and
- (iii) Microsoft is the sole beneficiary of the goodwill associated with Organization's use of the MIC Marks.

(b) Organization hereby assigns and will assign in the future any rights it may acquire in the MIC Marks as a result of Organization's use of the MIC Marks under this Agreement, along with the associate goodwill.



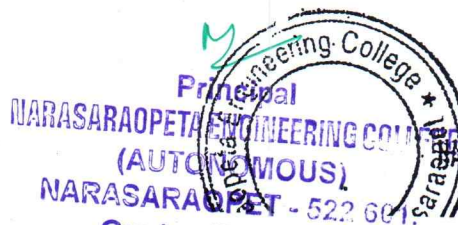


- (c) Organization will provide reasonable assistance to Microsoft in protecting and maintaining Microsoft's rights in the MIC Marks and Microsoft trademark, including preparing and executing documents at Microsoft's expense to register the MIC Marks or record this Agreement.
- (d) Organization will take reasonable steps to notify Microsoft if Organization becomes aware of any suspected violation of or challenge to Microsoft's rights in the MIC Marks. Microsoft will determine, in its sole discretion, whether to take legal action to enforce or defend its rights in the MIC Marks and will control any legal action concerning the MIC Marks. Organization has no right to take legal action against third parties to enforce the rights it has in the MIC Marks under this Agreement.
- (e) Organization must use the <sup>TM</sup> and ® symbols used in the MIC Marks, as shown on Exhibit D.
- (f) Organization must display the following trademark notice on all materials where the MIC Marks are used. *"Microsoft is a registered trademark of the Microsoft group of companies"*.
- (g) Organization will cooperate with Microsoft to enable Microsoft to review Organization's use of the MIC Marks and ensure that the MIC complies with the Quality Standards. Organization will promptly correct any improper use of the MIC Marks and any MIC that does not comply with the Quality Standards upon reasonable notice from Microsoft.

6. **Advertising.**

- (a) Prior Approval of Advertising. Organization shall submit to Microsoft for its prior approval all advertising and promotional materials for the MIC ("Advertising"; the promulgation of such materials, to "Advertise") which use the MIC Marks or otherwise reference Microsoft. Microsoft shall endeavour to provide its approval or disapproval within fifteen (15) days of receiving the Advertising. Once Microsoft's consent has been obtained, Organization may produce the identical materials or substantially identical materials on future occasions without seeking any further consent from Microsoft, unless otherwise advised by Microsoft.
- (b) Microsoft Advertising. Microsoft may Advertise the MIC without the approval of the Organization.
- (c) Joint Advertising. The parties may agree to jointly Advertise the MIC, in which case both parties will provide their prior consent (each in their discretion) to the Advertising materials and methods used.
- (d) Correction of Errors. Upon discovery by either party of any errors in Advertising prepared by Organization, Organization shall (at its own expense) promptly correct or shall cause to be corrected any such errors.

7. **Employment.**



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- (a) Organization Employees. Organization employees may be requested to perform administrative duties at the MIC as described in Exhibit B and as the parties mutually determine. Organization will recruit, select and train its employees and will use persons qualified to perform the services and duties described in Exhibit B. Under no circumstances will any Organization employees be considered or be held out to be Microsoft employees. Organization will be solely responsible for supervising and directing all aspects of the work performed at the MIC by Organization employees and for compensating Organization employees for their work. Organization assumes sole responsibility for any and all employment-related liabilities with respect to Organization employees. Organization personnel involved with the MIC shall comply with all policies and/or procedures relating to the MIC as may be reasonably requested by Microsoft from time to time during the term of this Agreement. At Microsoft's good faith request for any business reason, Organization will promptly remove or replace any individual performing work at the MIC.
- (b) Safe Work Environment. Organization will provide a safe working environment for all Microsoft employees and agrees to comply with all applicable laws governing workplace safety.

8. **Facilities.**

- (a) Exclusive Use; Activities. During the term of this Agreement, Organization will provide facilities of a mutually agreed upon size and location to be used exclusively for the MIC (the "MIC Facilities"). Except as set forth in this Agreement, all substantive activities at the MIC, including but not limited to the content of any and all technical, business and marketing activities, training, and events, at the MIC, will be subject to Microsoft's standards, requirements and approval, and to the extent Organization personnel participate in such activities, Organization will ensure the work of such personnel meets Microsoft's standards and requirements for such activities, with Organization remaining solely responsible for determining the manner in which its personnel meet such standards and requirements.
- (b) Utilities. Organization is responsible for providing basic utilities (electricity, heat, water, internet connectivity) to the MIC Facilities, at Organization's cost, unless otherwise stated in this Agreement or in the Exhibits.
- (c) Safety. Organization will ensure that the MIC Facilities are safe and for all Organization employees, Microsoft employees and visitors.

9. **Organization Warranties.** Organization warrants, represents and covenants that:

- (a) it will comply with all applicable laws, rules and regulations;
- (b) it has the right, capacity and authority to enter into this Agreement;
- (c) this Agreement does not conflict with any other agreements or obligations by which it is bound;



*[Signature]*  
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- (d) all of its promotional, advertising and marketing material in connection with the MIC shall comply with all applicable laws and shall not infringe or otherwise breach the rights of any third parties in any applicable jurisdiction;
- (e) it is aware of and will comply with all laws relating to anti-bribery and corruption including but not limited to Foreign Corrupt Practices Act and the Indian Prevention of Corruption Act 1988
- (f) it will not (i) facilitate or promote any illegal, offensive or discriminatory activity or (ii) intentionally disparage the products, services or business of Microsoft or any of its affiliates (including Microsoft Corporation), or otherwise act in a manner that is detrimental to or reflects unfavourably on the name or business reputation of Microsoft or any of its affiliates, at or in connection with the MIC; and
- (g) there is no proceeding in progress or pending or threatened against, relating to or affecting it which might be expected to have a materially adverse effect on the performance of its obligations under this Agreement, or on the business or reputation of Microsoft or any of its affiliates.

#### 10. Microsoft Warranties.

- (a) Microsoft warrants that it has the right, capacity and authority to enter into this Agreement.
- (b) EXCEPT FOR THOSE WARRANTIES EXPRESSLY PROVIDED IN THIS SECTION 10, MICROSOFT DISCLAIMS ALL WARRANTIES, EXPRESS, IMPLIED OR STATUTORY, AS TO ANY MATTER WHATSOEVER RELATING TO THIS AGREEMENT, INCLUDING WITH RESPECT TO ANY MATERIALS, SOFTWARE, AND HARDWARE (IF ANY) PROVIDED UNDER SECTION 1 OF THIS AGREEMENT AND ANY OTHER INFORMATION OR MATERIALS, INCLUDING ANY TRADEMARKS AND THE MIC MARKS PROVIDED BY MICROSOFT UNDER THE TERMS OF THIS AGREEMENT, INCLUDING BUT NOT LIMITED TO ANY (IF ANY) IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, REASONABLE CARE OR WORKMANLIKE EFFORT, RESULTS, LACK OF NEGLIGENCE, TITLE OR NON-INFRINGEMENT, LACK OF VIRUSES, OR OF ACCURACY OR COMPLETENESS OF RESPONSES.

#### 11. Indemnity.

- (a) Organization agrees to indemnify, defend and hold harmless Microsoft and its affiliates and each of their respective directors, officers, agents, contractors and employees from any and all actions, claims, demands, complaints, orders, costs, liabilities, expenses and damages ("Claims"), including reasonable legal fees and expenses, arising out of or relating to (1) the failure of Organization, its employees and/or agents to comply with any terms and conditions of this Agreement; (2) any personal injury, workman's compensation or property damage claim of any individual related in any way to the MIC Facilities; (3) the negligent or intentional





acts or omissions of Organization, its employees and/or agents, except to the extent that such a Claim arises as a result of Microsoft's negligence or wilful misconduct, (4) Organization's use of the MIC Marks in breach of this Agreement.

- (b) Microsoft agrees to indemnify, defend and hold harmless Organization and its affiliates and each of their respective directors, officers, agents, contractors and employees from any third-party claims, damages, costs, expenses and reasonable attorneys' fees alleging that the MIC Marks or any Microsoft trademark contained in the MIC Marks infringes any trademark rights of such third party in the territory of the MIC.
- (c) The indemnity set forth in this Section 11 shall survive and shall be enforceable beyond the termination or expiration of this Agreement.

12. **LIMITATIONS OF LIABILITY.** IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR ANY INDIRECT, SPECIAL, PUNITIVE, INCIDENTAL OR CONSEQUENTIAL DAMAGES WHATSOEVER (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF BUSINESS PROFITS, BUSINESS INTERRUPTION, LOSS OF BUSINESS INFORMATION, OR ANY OTHER PECUNIARY LOSS) ARISING OUT OF, RESULTING FROM OR RELATED TO THE MIC OR TO THIS AGREEMENT, EVEN IF A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. NOTWITHSTANDING THE FOREGOING, THIS SECTION SHALL NOT APPLY TO INDEMNIFICATION OBLIGATIONS, ANY INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS BY THE OTHER PARTY OR ANY BREACH OF THE CONFIDENTIALITY OBLIGATIONS SET OUT IN THIS AGREEMENT.

13. **Confidentiality.** The terms of the Microsoft standard nondisclosure agreement between the parties shall govern the use and protection of confidential information under this Agreement. The terms of this Agreement shall be considered confidential information under such agreement.

14. **Personal Information.** Organization represents and warrants that the collection, use, disclosure and storage of any Personal Information in connection with this Agreement or the MIC, including the disclosure of personal information to Microsoft, shall be in full compliance with all applicable laws including, without limitation, data protection and privacy laws. Organization further represents and warrants that all necessary notices and consents shall be given or obtained to allow Microsoft to receive and use the Personal Information to be provided to Microsoft pursuant to this Agreement and that Microsoft shall be free to use such information for the purposes of (i) the MIC, (ii) to inform the individuals of products or services offered by Microsoft and its affiliates, and (iii) to send individuals relevant survey invitations related to products or services offered by Microsoft or its affiliates. For the purpose of this Agreement, "Personal Information" means any information about an identifiable individual or information which relates to a natural person and allows that person to be identified.



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15. **Taxes.** The parties are not liable for any of the taxes of the other party that the other party is legally obligated to pay and which are incurred or arise in connection with or related to the transactions contemplated under this Agreement, and all such taxes (including but not limited to net income or gross receipts taxes, franchise taxes, sales and use taxes, and/or property taxes) shall be the financial responsibility of the party who is obligated by operation of law to pay such tax. Each party agrees to indemnify, defend and hold the other party harmless from any taxes or claims, causes of action, costs (including, without limitation, reasonable attorneys' fees) and any other liabilities of any nature whatsoever related to a party's taxes.
16. **Term and Termination.**
- (a) Term. This Agreement shall commence on the Effective Date and stay in full force and effect for a period of one year unless earlier terminated pursuant to other provisions of this Agreement.
- (b) Termination By Either Party For Cause. Either party may suspend performance and/or terminate this Agreement immediately upon written notice at any time if the other party is in breach of any warranty, term, condition or covenant of this Agreement and fails to cure that breach within thirty (30) days after written notice thereof.
- (c) Immediate Termination. Microsoft may terminate this Agreement immediately upon written notice in the event that Organization or its representatives engage in any activities that, in the reasonable opinion of Microsoft, would pose a risk to Microsoft's reputation or goodwill as a result of its continued association with Organization or the MIC. In addition, Microsoft may terminate this Agreement immediately upon notice in the event that the Organization (a) becomes insolvent; (b) admits in writing its inability to pay its debts as they become due; (c) makes an assignment for the benefit of creditors; or (d) if a petition under any bankruptcy statute, receivership statute, or similar statute, as they now exist or as they may be amended, is filed by the other party or by any third party or an application for a receiver is made by anyone and such application is not resolved favourably to the other party within sixty (60) days.
- (d) Obligations Upon Termination. In the event that this Agreement is terminated pursuant to this Section 16, Microsoft shall close the MIC and all software use and trademark use rights related to the MIC, if any, shall terminate. Microsoft will retain ownership of all software, hardware, equipment (as recorded under Exhibit C), content and materials in the MIC. Organization acknowledges and agrees that Microsoft's remedies under this Section 16 are in addition to, and not in lieu of, any other rights or remedies that it may have at law or in equity.
- (e) Survival. Sections 3, 9, 10, 11, 12, 13, 14, 15, 16 and 17, shall survive termination of this Agreement.

**IQAC**



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17. General.

(a) Force Majeure. Any delay or failure of either party to perform its obligations hereunder shall be excused to the extent that it is caused by an event or occurrence beyond its reasonable control such as, by way of example and not by way of limitation, acts of God, actions by governmental authority (whether valid or invalid), fires, floods, windstorms, explosions, riots, natural disasters, wars, sabotage or labour problems; provided the party claiming force majeure promptly notifies the other party of the event of force majeure, the anticipated duration of the event of force majeure, and the steps being taken to remedy the failure. Should the event of force majeure continue beyond fifteen (15) days or such shorter time period as may be reasonable under the circumstances, either party may terminate this Agreement, and Organization shall refund any portion of Sponsorship Fee already paid by Microsoft, if any, corresponding to the proportion of the benefits under this Agreement not yet received by Microsoft as a result of such termination.

(b) Notices. All notices and requests in connection with this Agreement shall be in writing and may be sent either by registered mail, facsimile transmission or personal delivery, to the following addresses:

To:

Microsoft Corporation (I) Pvt. Ltd.  
10th Floor, Tower B & C, DLF Building No.5 (Epitome)  
Cyber City, DLF Phase III,  
Gurgaon, 122002  
Fax: +91-124-2567000

To Organization:

Address: *(Institute Address and Details)*

Narasaraopeta Engineering College  
Kotappakonda Road,  
Yellamanda (P.O.)  
Narsaraopet  
Guntur District  
Andhra Pradesh-522601

Attn: PRINCIPAL

Phone: 08647-239903

Fax: 08647-239902

or to such other address as a party may designate pursuant to this notice provision. Any such notice, in the case of facsimile transmission or personal delivery, shall be deemed to have been received and shall be effective on the date of delivery and, in the case of registered mail, shall be deemed to have been received and shall be effective on the fifth (5th) day following the date on which it is mailed.

(c) Insurance. Organization shall procure and maintain at its own expense insurance coverage of at least zero Rupees for its obligations hereunder and shall provide proof of such insurance to Microsoft upon request. Insurance clause is not applicable for MIC at Narasaraopeta Engineering College Kotappakonda Road, Yellamanda (P.O.), Narsaraopet, Guntur, Andhra Pradesh-522601.



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- (d) Independent Contractors. Microsoft and Organization are independent contracting parties, and nothing in this Agreement shall be construed as creating an employer-employee relationship, a partnership, a franchisee-franchisor relationship, or a joint venture between the parties. Organization is not an agent of Microsoft and has no authority to bind Microsoft by its acts or agreements.

- (e) Governing Law.

This Agreement shall be governed by and construed in accordance with the laws of India. Any dispute arising out of the Agreement shall be referred to arbitration under the Arbitration & Conciliation Act, 1996. The arbitral tribunal shall consist of three arbitrators - one each to be appointed by Microsoft and Organization and the two appointed arbitrators then appointing an umpire. The venue of arbitration shall be New Delhi. The decision of the arbitrator shall be final, binding and incontestable and may be used as a basis for judgment thereon in India or elsewhere. This choice of jurisdiction and venue does not prevent either party from seeking injunctive relief with respect to a violation of intellectual property rights or enforcement or recognition of any award or order in any appropriate jurisdiction.

- (f) Assignment. This Agreement shall be binding upon and inure to the benefit of each party's respective successors and lawful assigns; provided, however, that Organization may not assign this Agreement, in whole or in part, without the prior written approval of Microsoft at Microsoft's sole discretion. For greater certainty, Microsoft may assign this Agreement at any time to an affiliate.

- (g) Construction. If for any reason a court of competent jurisdiction finds any provision of this Agreement, or portion thereof, to be invalid or unenforceable, such invalidity or unenforceability shall not affect the validity or enforceability of any other provision of this Agreement (or portion thereof) and any such invalid or unenforceable provision shall be deemed to be severable. Failure by either party to enforce any provision of this Agreement shall not be deemed a waiver of future enforcement of that or any other provision. This Agreement has been negotiated by the parties and their respective counsel and will be interpreted fairly in accordance with its terms and without any strict construction in favour of or against either party.

- (h) Entire Agreement. This Agreement does not constitute an offer by Microsoft and it shall not be effective until signed by both parties. This Agreement and the documents referenced herein constitute the entire agreement between the parties with respect to the subject matter hereof and merges all prior and contemporaneous communications. It shall not be modified except by a written agreement dated subsequent to the date of this Agreement and signed on behalf of Organization and Microsoft by their respective duly authorized representatives.



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College (Dist.), A.P.

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NARASARAOPET - 522 601.



IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date first written above.

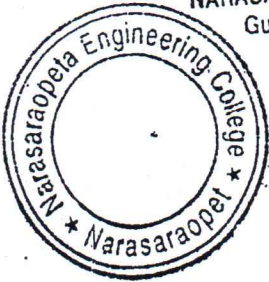
**NARASARAOPETA ENGINEERING COLLEGE**

By:

Print name: Dr. B. V. Rama Mohana Rao

Title : Principal

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



**Microsoft Corporation (India) Pvt Ltd**

Print name:

Title:



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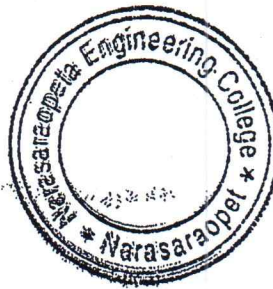


## EXHIBIT A

### RESPONSIBILITIES OF MICROSOFT

Microsoft shall:

- (a) Provide access to Microsoft Software via the existing DreamSpark Program,
- (b) Provide technical content & curriculum;
- (c) Provide business content & curriculum;



*[Signature]*  
13/4/15  
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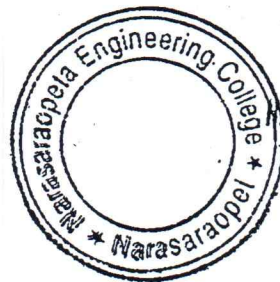


## EXHIBIT B

### RESPONSIBILITIES OF ORGANIZATION

Organization shall:

- (a) Follow space, layout and facility guidelines for exclusive MIC usage, as detailed in the *MIC Design and Build* document;
- (b) Provide administrative support of approved activities at the MIC at your campus during the term of this Agreement, including one or more full-time qualified Organization employees if requested by Microsoft;
- (c) Ensure that participants of the MIC have access to the facility housing the MIC and the exclusive MIC space during normal business hours;
- (d) Conduct technical and business skills training seminars and other events for MIC users, as determined by the parties, using materials provided by Microsoft and per any Microsoft guidelines, per a program calendar created and managed by Microsoft with Organization input;
- (e) Participate in MIC Network business and technical activities run by Microsoft, or engage in such activities approved by Microsoft (i) after receiving relevant certification for such activities by Microsoft and (ii) in accordance with Microsoft guidelines for such activities; and
- (f) As part of its administrative support, track and provide quarterly reports as detailed in the MIC Scorecard, including:
  - i. # of students engaged in MICs
  - ii. # of training courses/events held in MICs
  - iii. # of faculty engaged in MICs
  - iv. # of certifications completed in MICs
  - v. # of Imagine Cup competitors from MIC
  - vi. # of Azure Accounts Activated



*[Signature]*  
13/1/14  
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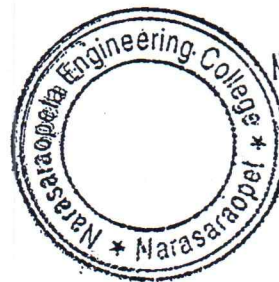
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## EXHIBIT C

### Organization Owned Assets

All software, hardware, equipment and materials in the MIC owned by the Organization except the following which are owned by Microsoft

As of 13-12-15 date Exhibit C contains no details of software, hardware, equipment at the MIC



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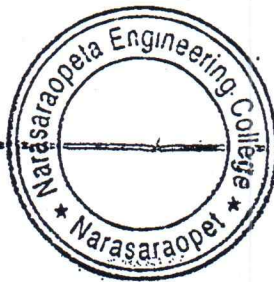
  
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EXHIBIT D



Innovation Center



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# MEMORANDUM OF UNDERSTANDING (MOU)

BETWEEN

NARASARAOPETA ENGINEERING COLLEGE

&

HEBEON Technologies



  
Principal  
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## 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

**HEBEON Technologies, located at 5 th Floor, 501, Supriya Estates, Prashanth Hills, Gachibowli. Hyderabad, Telangana - 500032.**(Each and represented herein by its Zonal / Divisional Head, **Mr.Shankar Raju**, (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:
  - (i) **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 to sign this MOU for advancing their mutual interest;.



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- E) **HEBEON Technologies**, 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) **HEBEON Technologies**, the Second Party is promoted by **promoter name Mr.Shankar Raju 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**

- 1.1 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 **HEBEON Technologies** co-operation 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 **HEBEON Technologies**.
- 1.3 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 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: HEBEON Technologies** 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 **HEBEON Technologies** 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 **HEBEON Technologies** 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:** **HEBEON Technologies** will actively engage to help the delivery of the Internship and placement of students of the Narasaraopeta Engineering College into internships/jobs, as per AICTE internship Policy. The **HEBEON Technologies** will also register itself on AICTE Internship Policy Portal for disseminating the Internship opportunities available with them.

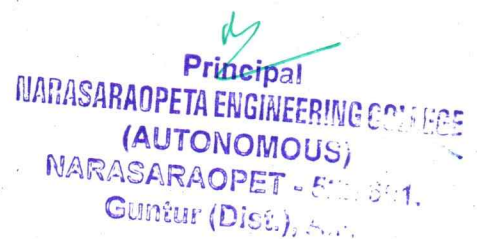


  
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- 2.5 **Research and Development:** Both Parties have agreed to carry out the joint research activities in the fields of **Narasaraopeta Engineering College**, specializations, activities and services.
- 2.6 **Skill Development Programs:** **HEBEON Technologies** 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:** **HEBEON Technologies** 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** **HEBEON Technologies** 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 limited to 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 **HEBEON Technologies** the Second Party, as the case may be, will take effective steps for implementation of this MoU. Any act on the part of **HEBEON Technologies**, 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

- 5.1 It is expressly agreed that **Narasaraopeta Engineering College and HEBEON Technologies** 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

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





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

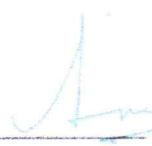
**AGREED:**


For **Narasaraopeta Engineering College**

For **HEBEON Technologies**


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




  
Authorized Signatory



Narasaraopeta Engineering College	HEBEON Technologies
Kotappakonda Road, Yellamand P.O, Narasaraopet - 522601, Guntur (Dist)	HEBEON Technologies, located at 5 th Floor, 501, Supriya Estates, Prashanth Hills, Gachibowli. Hyderabad, Telangana - 500032
Cell no: 9440757039	Cell no: 9502344400
E-mail: principal@nrtec.ac.in	E-mails: <a href="mailto:csraju@hebeon.com">csraju@hebeon.com</a>
Web: nrtec.ac.in	Web: <a href="http://www.hebeon.com">www.hebeon.com</a>

  
Witness1  
(Dr. S.N.Thirumala Rao)

  
Witness2  
(Dr.P.Lakshmanan)

Witness3


Witness4


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



# MEMORANDUM OF UNDERSTANDING

BETWEEN



DEPARTMENT OF MECHANICAL ENGINEERING  
**NARASARAOPETA ENGINEERING COLLEGE (Autonomous)**  
Kotappakonda Road, Yellamanda (Post), Narasaraopet – 522601, Guntur District, AP

AND



**BITS NDT (BHARAT INSTITUTE & TECHNICAL SERVICES)**

#58-1-330, Opposite Bhashyam School, NAD Junction Main Road, Butchiraju Palem,  
Visakhapatnam, Andhra Pradesh -530027, Phone: (+91) 8688769769, 8099769769,  
Email: [info@bitsndt.com](mailto:info@bitsndt.com), Web: <http://www.bitsndt.com/>



JULY 2018

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



Date: 09-07-2018

### MEMORANDUM OF UNDERSTANDING (MOU)

This MOU is between the Department of Mechanical Engineering of NARASARAOPETA ENGINEERING COLLEGE (AUTONOMOUS), and BITS NDT (BHARAT INSTITUTE & TECHNICAL SERVICES), Visakhapatnam for the purpose of enriching technical education and for continuous interaction between Industry and Institution.

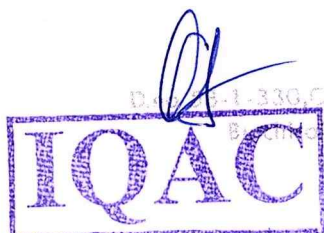
NARASARAOPETA ENGINEERING COLLEGE (AUTONOMOUS), Kotappakonda Road, Yellamanda (Post), Narasaraopet – 522601, Guntur District, AP is approved by AICTE, New Delhi.

BITS NDT (BHARAT INSTITUTE & TECHNICAL SERVICES), Visakhapatnam is a Non-destructive testing, Material testing company founded in India, providing complete material testing solutions including BITS NDT Inspection, metallurgical, welder qualification tests, mechanical testing, consultancy services to engineering industries and serving the entire world.

#### Terms & Conditions

##### 1. Nature of Relationship :

- 1.1 The MOU is for collaboration between both parties, for mutual benefit, for many purposes set out in Annexure – I, to enhance the quality of educational experience of Mechanical Engineering students.
- 1.2 The MOU shall be valid for five years from the date and each party shall be at full liberty to terminate the collaboration with a notice period of 3 months.



8688769769, 8099769769  
www.bitsndt.com  
info@bitsndt.com  
Principal  
NARASARAOPETA ENGINEERING COLLEGE  
(AUTONOMOUS)  
NARASARAOPET - 522 601.  
Guntur (Dist.), A.P.



- 1.3 Both the parties shall take all reasonable steps to ensure successful completion of the collaboration and cooperate with each other, duly carrying out the obligation agreed upon.

## 2. Mutual Obligation

- 2.1 The collaboration shall not be exclusive to both parties and shall not disallow each party from having similar collaboration with others. Except as expressly stated in this MOU, there shall be no obligation on any party to compensate the other in any manner.
- 2.2 Each party shall meet the expenses between them as mutually agreed.
- 2.3 Each party shall respect the other's Intellectual Property (IP) and shall not use any trade name, trade mark, symbol or designation of the other, without prior written approval. No party shall hold out as an agent or representative of the other or create any liability for the other. The parties shall indemnify the other for breach of this clause.

## 3. Limitations and Warranties :

- 3.1 Each party shall ensure that the other is not put to any liability for any actions.
- 3.2 Each party represents that they have the full power and authority to enter into MOU in general.

## 4. GENERAL

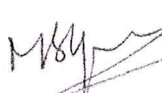
- 4.1 Both parties will designate a representative from its side who will be primary point of contact on behalf of that party.
- 4.2 Both parties shall not use the name of the other in any advertisement or make any public announcement without the prior written approval of the other.
- 4.3 Any dispute under this MOU will be settled in Guntur by mutual discussions. In witness where both the parties have set their hands on this MOU on this 9<sup>th</sup> day of July 2018 at Narasaraopeta Engineering College (Autonomous).



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

**Narasaraopeta Engineering College**  
(Autonomous)


**BITS NDT**  
**Bharat Institute & Technical Services**

  
**Dr. M. SREENIVASA KUMAR**  
Principal

**Narasaraopeta Engineering College**  
(Autonomous),

**Kotappakonda Road, Yellamanda (Post),  
Narasaraopet – 522601, Guntur District,  
Andhra Pradesh, Phone: 08647-239905.**

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

  
Witness:


**Dr. D. SUNEEL**  
Vice-Principal

**Narasaraopeta Engineering  
College(Autonomous),  
Kotappakonda Road, Yellamanda (Post),  
Narasaraopet – 522601, Guntur District,  
Andhra Pradesh, Phone: 08647-239905**

  
**Mr. CH. SATISH KUMAR**  
Manager (Marketing & Operations)

**BITS NDT,  
Bharat Institute & Technical Services  
NAD Junction Main Road, Butchiraju  
Palem, Visakhapatnam - 530027, Andhra  
Pradesh, Phone: (+91) 8688769769**

Witness:

  
**Mr. M. BALA KRISHNA**  
Quality Controller (Piping & Welding)

**BITS NDT,  
Bharat Institute & Technical Services  
NAD Junction Main Road, Butchiraju  
Palem, Visakhapatnam - 530027,  
Andhra Pradesh, Phone: (+91)8688769769.**



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



## ANNEXURE – I

### PURPOSE / SCOPE OF THE COLLABORATION

1. M/S Narasaraopeta Engineering College (Autonomous) will impart training to the new joining staff members, M/S BITS NDT (BHARAT INSTITUTE & TECHNICAL SERVICES), Visakhapatnam.
2. M/S Narasaraopeta Engineering College (Autonomous) will invite the industrial staff members for workshops and seminars, M/S BITS NDT (BHARAT INSTITUTE & TECHNICAL SERVICES), Visakhapatnam.
3. M/S BITS NDT (BHARAT INSTITUTE & TECHNICAL SERVICES), Visakhapatnam will impart training to the staff and students of Mechanical Engineering, Narasaraopeta Engineering College (Autonomous) through joint certification programmes.
4. M/S BITS NDT (BHARAT INSTITUTE & TECHNICAL SERVICES), Visakhapatnam will permit the students of Mechanical Engineering Department, Narasaraopeta Engineering College (Autonomous) for industrial visit, in order to enhance their technical knowledge.
5. M/S BITS NDT (BHARAT INSTITUTE & TECHNICAL SERVICES), Visakhapatnam will permit the students of Mechanical Engineering Department, Narasaraopeta Engineering College (Autonomous) for Project Works & Placements.
6. M/S BITS NDT (BHARAT INSTITUTE & TECHNICAL SERVICES), Visakhapatnam will provide Internship, vacation training (Learn-Earn) to the students and staff during summer vacation, to get hands-on experience.
7. M/S BITS NDT (BHARAT INSTITUTE & TECHNICAL SERVICES), Visakhapatnam will support experiment work related to research, by permitting faculty to use the machinery on chargeable basis at a price mutually agreed upon.





# **NARASARAOPETA ENGINEERING COLLEGE**

**(AUTONOMOUS)**

Kotappakonda Road, Yellamanda (P.O), NARASARAOPET - 522 601, Guntur Dist. A.P.

Sponsored by Gayatri Educational Development Society, Narasaraopet.  
Approved by AICTE, New Delhi & Permanently Affiliated to JNTUK, Kakinada. Code : 47

NAAC "A" Grade - ISO 9001 : 2015 Certified Institution.

☎ 08647-239903 & 08647-239902 (Fax)

Visit us at : [www.nrtec.in](http://www.nrtec.in)

e-mail : [principal@nrtec.in](mailto:principal@nrtec.in)

**Dr. M. SREENIVASA KUMAR**

M.Tech., Ph.D (UK), MISTE., FIE (I).

**PRINCIPAL**

## **MEMORANDUM OF UNDERSTANDING (MOU)**

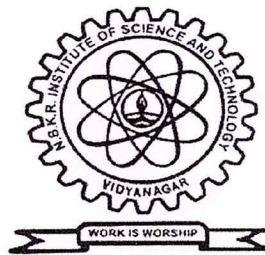
**BETWEEN**



## **NARASARAOPETA ENGINEERING COLLEGE (AUTONOMOUS)**

Yellamanda(V), Kotappakonda Road, Narasaraopet-522601, Guntur(Dt.), AP

**And**



## **N.B.K.R. INSTITUTE OF SCIENCE AND TECHNOLOGY (AUTONOMOUS)**

**FOR**

**TEACHING, LEARNING AND SKILL DEVELOPMENT**



Principal  
NARASARAOPETA ENGINEERING COLLEGE  
(AUTONOMOUS)  
NARASARAOPETA



## MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (here in after called as the "MOU") is entered in to on this date of 22-06-2018 (22<sup>nd</sup> Day of June Two Thousand Eighteen), by and between Narasaraopeta Engineering College (NEC), Narasaraopet, Guntur (Dt.)-522601, Andhra Pradesh (India), the Higher/Technical Educational 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

N.B.K.R. Institute of Science and Technology (NBKR IST) the second party and represented by the Director, here in after referred as "Second Party", the institution 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

2. 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 Doctoral programme, NEC and NBKR IST, agree this Memorandum of Understanding (MOU)

### 3. 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



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



### 3.1. Academic and Research Collaborations In the mutually interested areas

- a) Faculty from NBKR IST 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 NBKR IST 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.

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

- a) NBKR IST 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 NBKR IST to write those examinations.
- c) If a faculty member of NEC registers for Ph.D degree at NBKR IST, he shall have one guide at NEC and one guide at NBKR IST.
- d) A faculty member at 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 NBKR IST 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 NBKR IST.
- f) The remaining Ph.D guidelines, rules and regulations as per the NBKR IST followed.





- g) The instruments, equipment and other research facilities at NBKR IST can be utilized by the faculty members for their Ph.D work as per institute norms with applicable fee.

### **3.3. Exchange of Academic and Scientific Information:**

- a) NBKR IST 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 faculty members 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.

### **4. 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.

### **5. 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.

### **6. 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.



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



**AGREED:**

First Party

For: Narasaraopeta Engineering College  
(Autonomous)

Second Party

For: N.B.K.R. Institute of Science and  
Technology (Autonomous)

Authorized Signatory

Dr. M. Sreenivasa Kumar,  
Principal,

Narasaraopeta Engineering College  
Narasaraopet, Guntur (Dt.), AP

PRINCIPAL  
NARASARAOPETA ENGINEERING COLLEGE  
(AUTONOMOUS)

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

Witnessed By:

1

2



Authorized Signatory

Dr. V. Vijaya Kumar Reddy,  
Director,

N.B.K.R Institute of Science and  
Technology, Nellore, AP

Witnessed By:

1

2

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



# **3.7.1**

# **2017-2018**

# MEMORANDUM OF UNDERSTANDING (MOU)

BETWEEN

NARASARAOPETA ENGINEERING COLLEGE

&

HEBEON Technologies



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



## 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

**HEBEON Technologies, located at 5 th Floor, 501, Supriya Estates, Prashanth Hills, Gachibowli. Hyderabad, Telangana - 500032.**(Each and represented herein by its Zonal / Divisional Head, **Mr.Shankar Raju**, (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:
  - (i) **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 to sign this MOU for advancing their mutual interest;



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

- E) **HEBEON Technologies**, 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) **HEBEON Technologies**, the Second Party is promoted by **promoter name Mr.Shankar Raju 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**

- 1.1 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 **HEBEON Technologies** co-operation 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 **HEBEON Technologies**.
- 1.3 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 effect to the actions contemplated in terms of this MoU. The term of Definitive Documents shall be mutually decided between the Parties.



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



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: HEBEON Technologies** 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 **HEBEON Technologies** 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 **HEBEON Technologies** 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:** **HEBEON Technologies** will actively engage to help the delivery of the Internship and placement of students of the Narasaraopeta Engineering College into internships/jobs, as per AICTE internship Policy. The **HEBEON Technologies** will also register itself on AICTE Internship Policy Portal for disseminating the Internship opportunities available with them.



  
Principal  
NARASARAOPETA ENGINEERING COLLEGE  
(AUTONOMOUS)  
NARASARAOPETA - 517 601.

- 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.
- 2.6 **Skill Development Programs:** **HEBEON Technologies** 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:** **HEBEON Technologies** 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** **HEBEON Technologies** 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 limited to 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 **HEBEON Technologies** the Second Party, as the case may be, will take effective steps for implementation of this MoU. Any act on the part of **HEBEON Technologies**, 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

- 5.1 It is expressly agreed that **Narasaraopeta Engineering College and HEBEON Technologies** 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

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



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


**AGREED:**

For Narasaraopeta Engineering College


For HEBEON Technologies

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



  
Authorized Signatory

Narasaraopeta Engineering College	HEBEON Technologies
Kotappakonda Road, Yellamand P.O, Narasaraopet - 522601, Guntur (Dist)	HEBEON Technologies, located at 5 th Floor, 501, Supriya Estates, Prashanth Hills, Gachibowli. Hyderabad, Telangana - 500032
Cell no: 9440757039	Cell no: 9502344400
E-mail: principal@nrtec.ac.in	E-mails: <a href="mailto:csraju@hebeon.com">csraju@hebeon.com</a>
Web: nrtec.ac.in	Web: <a href="http://www.hebeon.com">www.hebeon.com</a>

  
Witness1

(Dr. S.N.Thirumala Rao)

  
Witness2


(Dr.P.Lakshmanan)

Witness3 -



Witness4



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



## MICROSOFT INNOVATION CENTER COLLABORATION AGREEMENT

This Microsoft Innovation Center Collaboration Agreement (the "Agreement") by and between Gayatri Educational Development Society (Narasaraopeta Engineering College) located at Kotappakonda Road, Yellamanda(P.O.), Narsaraopet, Guntur, Andhra Pradesh-522601 and Microsoft Corporation (India) Private Limited a company incorporated under the laws of India ("Microsoft"), having principal place of business at 10th Floor, Tower B & C, DLF Building No.5 (Epitome), Cyber City, DLF Phase III, Gurgaon, 122002 is entered into as of *January 1st, 2016* ("Effective Date").

### RECITALS

- A. Organization is engaged in running a professional higher educational institute(s) imparting higher technical education and offering graduate, post-graduate and doctoral programs.
- B. Microsoft wishes to collaborate with Organization by facilitating the setup of a Microsoft Innovation Center Narasaraopeta Engineering College Kotappakonda Road, Yellamanda(P.O.), Narsaraopet, Guntur, Andhra Pradesh-522601 (the "MIC").

The parties agree as follows:

### AGREEMENT

1. **Responsibilities of Microsoft.** Subject to the terms of this Agreement, Microsoft shall supply the MIC with promotional material, educational content and other materials as described in Exhibit A. Other than the support activities detailed in the Exhibit-A, Microsoft shall not fund, provide hardware or other third party software to the Organization for the purpose of MIC, unless specified in Exhibit C.
2. **Responsibilities of Organization.** In consideration of Microsoft's obligations under this Agreement, Organization shall perform the activities as described in Exhibit B hereto.
3. **Use of Microsoft Software.** Organization may use Microsoft Software ("Software") that is made available under various programs, subject to such end user agreements, restrictions therein. Any Software made available in the MIC by Microsoft, its affiliates may be used by Organization by personnel and third parties engaged in the MIC subject to the terms of the relevant end user license agreement accompanying such Software or otherwise provided by Microsoft, or its affiliates, except that (a) such use rights are not transferable; (b) the Organization can make multiple copies of a software program solely for use in the MIC; and (c) any use rights terminate upon termination or expiration of this Agreement.
4. **Microsoft Trademark License Grant and Restrictions.**
  - a) Microsoft grants to Organization a non-exclusive, non-transferable, royalty-free license to use the Microsoft trademark solely as part of the Microsoft Innovation Center name in its entirety and the Microsoft corporate logo as part of the Microsoft Innovation Center Logo lock up ("MIC Marks") as shown in Exhibit D hereto only



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during the term of this Agreement and in the territory of the MIC that meets (i) all terms of this trademark license and Agreement, (ii) meets or exceeds standards of quality and performance of similar facilities generally accepted in the industry, and (iii) complies with all applicable laws, rules and regulations (collectively the "Quality Standards") and other conditions herein. The MIC Marks may solely be used on signage to identify the MIC as a Microsoft Innovation Center and advertising and promotional materials for the MIC as pre-approved by Microsoft in accordance with Section 5(a). Any Internet advertising or web marketing must be targeted to countries in the MIC territory. Microsoft reserves all rights not expressly granted herein.

(b) Organization may not:

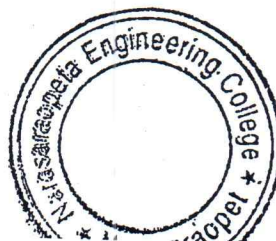
- (i) Sublicense the rights granted in Section 4(a) to any third party without Microsoft's prior written consent;
- (ii) Do or say anything that implies Microsoft is affiliated with, sponsors, endorses, or approves of Organization other than as allowed by this Agreement;
- (iii) Do or say anything that may cause confusion about whether Microsoft owns the MIC Marks or any Microsoft trademark in the MIC Marks;
- (iv) Register, adopt, or use any name, trademark, domain name or other designation that includes or violates Microsoft rights in the MIC Marks or any Microsoft trademark in the MIC Marks;
- (v) Use the MIC Marks in a way that would damage Microsoft's reputation or goodwill in the MIC Marks; or
- (vi) Alter, animate, distort the MIC Marks or combine it with any other symbols, words, images, or designs.

5. **Ownership and Use of the MIC Marks.**

(a) Organization acknowledges that:

- (i) Microsoft is the sole owner of the MIC Marks and the Microsoft trademark in the MIC Marks and the goodwill associated with the MIC Marks;
- (ii) Organization will not acquire any right, title or interest in the MIC Marks or the Microsoft trademark because of Organization's use of the MIC Marks; and
- (iii) Microsoft is the sole beneficiary of the goodwill associated with Organization's use of the MIC Marks.

(b) Organization hereby assigns and will assign in the future any rights it may acquire in the MIC Marks as a result of Organization's use of the MIC Marks under this Agreement, along with the associate goodwill.





- (c) Organization will provide reasonable assistance to Microsoft in protecting and maintaining Microsoft's rights in the MIC Marks and Microsoft trademark, including preparing and executing documents at Microsoft's expense to register the MIC Marks or record this Agreement.
- (d) Organization will take reasonable steps to notify Microsoft if Organization becomes aware of any suspected violation of or challenge to Microsoft's rights in the MIC Marks. Microsoft will determine, in its sole discretion, whether to take legal action to enforce or defend its rights in the MIC Marks and will control any legal action concerning the MIC Marks. Organization has no right to take legal action against third parties to enforce the rights it has in the MIC Marks under this Agreement.
- (e) Organization must use the <sup>TM</sup> and ® symbols used in the MIC Marks, as shown on Exhibit D.
- (f) Organization must display the following trademark notice on all materials where the MIC Marks are used. *"Microsoft is a registered trademark of the Microsoft group of companies".*
- (g) Organization will cooperate with Microsoft to enable Microsoft to review Organization's use of the MIC Marks and ensure that the MIC complies with the Quality Standards. Organization will promptly correct any improper use of the MIC Marks and any MIC that does not comply with the Quality Standards upon reasonable notice from Microsoft.

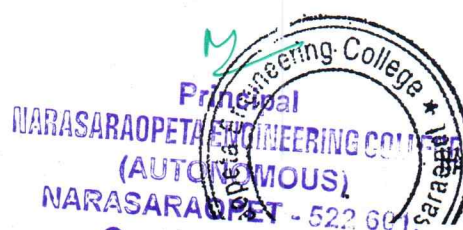
6.

#### Advertising.

- (a) Prior Approval of Advertising. Organization shall submit to Microsoft for its prior approval all advertising and promotional materials for the MIC ("Advertising"; the promulgation of such materials, to "Advertise") which use the MIC Marks or otherwise reference Microsoft. Microsoft shall endeavour to provide its approval or disapproval within fifteen (15) days of receiving the Advertising. Once Microsoft's consent has been obtained, Organization may produce the identical materials or substantially identical materials on future occasions without seeking any further consent from Microsoft, unless otherwise advised by Microsoft.
- (b) Microsoft Advertising. Microsoft may Advertise the MIC without the approval of the Organization.
- (c) Joint Advertising. The parties may agree to jointly Advertise the MIC, in which case both parties will provide their prior consent (each in their discretion) to the Advertising materials and methods used.
- (d) Correction of Errors. Upon discovery by either party of any errors in Advertising prepared by Organization, Organization shall (at its own expense) promptly correct or shall cause to be corrected any such errors.

7.

#### Employment.



*[Signature]*  
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NARASARAOPETA - 522 601,  
Guntur (Dist.) A.P.



- (a) Organization Employees. Organization employees may be requested to perform administrative duties at the MIC as described in Exhibit B and as the parties mutually determine. Organization will recruit, select and train its employees and will use persons qualified to perform the services and duties described in Exhibit B. Under no circumstances will any Organization employees be considered or be held out to be Microsoft employees. Organization will be solely responsible for supervising and directing all aspects of the work performed at the MIC by Organization employees and for compensating Organization employees for their work. Organization assumes sole responsibility for any and all employment-related liabilities with respect to Organization employees. Organization personnel involved with the MIC shall comply with all policies and/or procedures relating to the MIC as may be reasonably requested by Microsoft from time to time during the term of this Agreement. At Microsoft's good faith request for any business reason, Organization will promptly remove or replace any individual performing work at the MIC.
- (b) Safe Work Environment. Organization will provide a safe working environment for all Microsoft employees and agrees to comply with all applicable laws governing workplace safety.

8. **Facilities.**

- (a) Exclusive Use; Activities. During the term of this Agreement, Organization will provide facilities of a mutually agreed upon size and location to be used exclusively for the MIC (the "MIC Facilities"). Except as set forth in this Agreement, all substantive activities at the MIC, including but not limited to the content of any and all technical, business and marketing activities, training, and events, at the MIC, will be subject to Microsoft's standards, requirements and approval, and to the extent Organization personnel participate in such activities, Organization will ensure the work of such personnel meets Microsoft's standards and requirements for such activities, with Organization remaining solely responsible for determining the manner in which its personnel meet such standards and requirements.
- (b) Utilities. Organization is responsible for providing basic utilities (electricity, heat, water, internet connectivity) to the MIC Facilities, at Organization's cost, unless otherwise stated in this Agreement or in the Exhibits.
- (c) Safety. Organization will ensure that the MIC Facilities are safe and for all Organization employees, Microsoft employees and visitors.

9. **Organization Warranties.** Organization warrants, represents and covenants that:

- (a) it will comply with all applicable laws, rules and regulations;
- (b) it has the right, capacity and authority to enter into this Agreement;
- (c) this Agreement does not conflict with any other agreements or obligations by which it is bound;





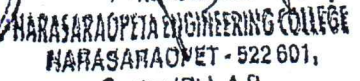
- (d) all of its promotional, advertising and marketing material in connection with the MIC shall comply with all applicable laws and shall not infringe or otherwise breach the rights of any third parties in any applicable jurisdiction;
- (e) it is aware of and will comply with all laws relating to anti-bribery and corruption including but not limited to Foreign Corrupt Practices Act and the Indian Prevention of Corruption Act 1988
- (f) it will not (i) facilitate or promote any illegal, offensive or discriminatory activity or (ii) intentionally disparage the products, services or business of Microsoft or any of its affiliates (including Microsoft Corporation), or otherwise act in a manner that is detrimental to or reflects unfavourably on the name or business reputation of Microsoft or any of its affiliates, at or in connection with the MIC; and
- (g) there is no proceeding in progress or pending or threatened against, relating to or affecting it which might be expected to have a materially adverse effect on the performance of its obligations under this Agreement, or on the business or reputation of Microsoft or any of its affiliates.

10. **Microsoft Warranties.**

- (a) Microsoft warrants that it has the right, capacity and authority to enter into this Agreement.
- (b) EXCEPT FOR THOSE WARRANTIES EXPRESSLY PROVIDED IN THIS SECTION 10, MICROSOFT DISCLAIMS ALL WARRANTIES, EXPRESS, IMPLIED OR STATUTORY, AS TO ANY MATTER WHATSOEVER RELATING TO THIS AGREEMENT, INCLUDING WITH RESPECT TO ANY MATERIALS, SOFTWARE, AND HARDWARE (IF ANY) PROVIDED UNDER SECTION 1 OF THIS AGREEMENT AND ANY OTHER INFORMATION OR MATERIALS, INCLUDING ANY TRADEMARKS AND THE MIC MARKS PROVIDED BY MICROSOFT UNDER THE TERMS OF THIS AGREEMENT, INCLUDING BUT NOT LIMITED TO ANY (IF ANY) IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, REASONABLE CARE OR WORKMANLIKE EFFORT, RESULTS, LACK OF NEGLIGENCE, TITLE OR NON-INFRINGEMENT, LACK OF VIRUSES, OR OF ACCURACY OR COMPLETENESS OF RESPONSES.

11. **Indemnity.**

- (a) Organization agrees to indemnify, defend and hold harmless Microsoft and its affiliates and each of their respective directors, officers, agents, contractors and employees from any and all actions, claims, demands, complaints, orders, costs, liabilities, expenses and damages ("Claims"), including reasonable legal fees and expenses, arising out of or relating to (1) the failure of Organization, its employees and/or agents to comply with any terms and conditions of this Agreement; (2) any personal injury, workman's compensation or property damage claim of any individual related in any way to the MIC Facilities; (3) the negligent or intentional





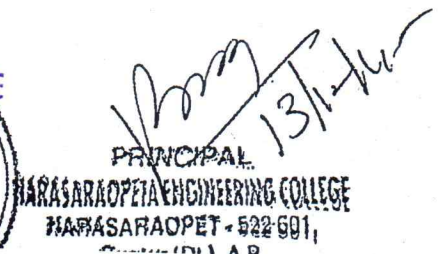
acts or omissions of Organization, its employees and/or agents, except to the extent that such a Claim arises as a result of Microsoft's negligence or wilful misconduct, (4) Organization's use of the MIC Marks in breach of this Agreement.

- (b) Microsoft agrees to indemnify, defend and hold harmless Organization and its affiliates and each of their respective directors, officers, agents, contractors and employees from any third-party claims, damages, costs, expenses and reasonable attorneys' fees alleging that the MIC Marks or any Microsoft trademark contained in the MIC Marks infringes any trademark rights of such third party in the territory of the MIC.
- (c) The indemnity set forth in this Section 11 shall survive and shall be enforceable beyond the termination or expiration of this Agreement.

12. **LIMITATIONS OF LIABILITY.** IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR ANY INDIRECT, SPECIAL, PUNITIVE, INCIDENTAL OR CONSEQUENTIAL DAMAGES WHATSOEVER (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF BUSINESS PROFITS, BUSINESS INTERRUPTION, LOSS OF BUSINESS INFORMATION, OR ANY OTHER PECUNIARY LOSS) ARISING OUT OF, RESULTING FROM OR RELATED TO THE MIC OR TO THIS AGREEMENT, EVEN IF A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. NOTWITHSTANDING THE FOREGOING, THIS SECTION SHALL NOT APPLY TO INDEMNIFICATION OBLIGATIONS, ANY INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS BY THE OTHER PARTY OR ANY BREACH OF THE CONFIDENTIALITY OBLIGATIONS SET OUT IN THIS AGREEMENT.

13. **Confidentiality.** The terms of the Microsoft standard nondisclosure agreement between the parties shall govern the use and protection of confidential information under this Agreement. The terms of this Agreement shall be considered confidential information under such agreement.

14. **Personal Information.** Organization represents and warrants that the collection, use, disclosure and storage of any Personal Information in connection with this Agreement or the MIC, including the disclosure of personal information to Microsoft, shall be in full compliance with all applicable laws including, without limitation, data protection and privacy laws. Organization further represents and warrants that all necessary notices and consents shall be given or obtained to allow Microsoft to receive and use the Personal Information to be provided to Microsoft pursuant to this Agreement and that Microsoft shall be free to use such information for the purposes of (i) the MIC, (ii) to inform the individuals of products or services offered by Microsoft and its affiliates, and (iii) to send individuals relevant survey invitations related to products or services offered by Microsoft or its affiliates. For the purpose of this Agreement, "Personal Information" means any information about an identifiable individual or information which relates to a natural person and allows that person to be identified.





15. **Taxes.** The parties are not liable for any of the taxes of the other party that the other party is legally obligated to pay and which are incurred or arise in connection with or related to the transactions contemplated under this Agreement, and all such taxes (including but not limited to net income or gross receipts taxes, franchise taxes, sales and use taxes, and/or property taxes) shall be the financial responsibility of the party who is obligated by operation of law to pay such tax. Each party agrees to indemnify, defend and hold the other party harmless from any taxes or claims, causes of action, costs (including, without limitation, reasonable attorneys' fees) and any other liabilities of any nature whatsoever related to a party's taxes.
16. **Term and Termination.**
- (a) **Term.** This Agreement shall commence on the Effective Date and stay in full force and effect for a period of one year unless earlier terminated pursuant to other provisions of this Agreement.
- (b) **Termination By Either Party For Cause.** Either party may suspend performance and/or terminate this Agreement immediately upon written notice at any time if the other party is in breach of any warranty, term, condition or covenant of this Agreement and fails to cure that breach within thirty (30) days after written notice thereof.
- (c) **Immediate Termination.** Microsoft may terminate this Agreement immediately upon written notice in the event that Organization or its representatives engage in any activities that, in the reasonable opinion of Microsoft, would pose a risk to Microsoft's reputation or goodwill as a result of its continued association with Organization or the MIC. In addition, Microsoft may terminate this Agreement immediately upon notice in the event that the Organization (a) becomes insolvent; (b) admits in writing its inability to pay its debts as they become due; (c) makes an assignment for the benefit of creditors; or (d) if a petition under any bankruptcy statute, receivership statute, or similar statute, as they now exist or as they may be amended, is filed by the other party or by any third party or an application for a receiver is made by anyone and such application is not resolved favourably to the other party within sixty (60) days.
- (d) **Obligations Upon Termination.** In the event that this Agreement is terminated pursuant to this Section 16, Microsoft shall close the MIC and all software use and trademark use rights related to the MIC, if any, shall terminate. Microsoft will retain ownership of all software, hardware, equipment (as recorded under Exhibit C), content and materials in the MIC. Organization acknowledges and agrees that Microsoft's remedies under this Section 16 are in addition to, and not in lieu of, any other rights or remedies that it may have at law or in equity.
- (e) **Survival.** Sections 3, 9, 10, 11, 12, 13, 14, 15, 16 and 17, shall survive termination of this Agreement.



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



17. General.

(a) Force Majeure. Any delay or failure of either party to perform its obligations hereunder shall be excused to the extent that it is caused by an event or occurrence beyond its reasonable control such as, by way of example and not by way of limitation, acts of God, actions by governmental authority (whether valid or invalid), fires, floods, windstorms, explosions, riots, natural disasters, wars, sabotage or labour problems; provided the party claiming force majeure promptly notifies the other party of the event of force majeure, the anticipated duration of the event of force majeure, and the steps being taken to remedy the failure. Should the event of force majeure continue beyond fifteen (15) days or such shorter time period as may be reasonable under the circumstances, either party may terminate this Agreement, and Organization shall refund any portion of Sponsorship Fee already paid by Microsoft, if any, corresponding to the proportion of the benefits under this Agreement not yet received by Microsoft as a result of such termination.

(b) Notices. All notices and requests in connection with this Agreement shall be in writing and may be sent either by registered mail, facsimile transmission or personal delivery, to the following addresses:

To:

Microsoft Corporation (I) Pvt. Ltd.  
10th Floor, Tower B & C, DLF Building No.5 (Epitome)  
Cyber City, DLF Phase III,  
Gurgaon, 122002  
Fax: +91-124-2567000

To Organization:

Address: *(Institute Address and Details)*

Narasaraopeta Engineering College  
Kotappakonda Road,  
Yellamanda (P.O.)  
Narsaraopet  
Guntur District  
Andhra Pradesh-522601

Attn: PRINCIPAL

Phone: 08647-239903

Fax: 08647-239902

or to such other address as a party may designate pursuant to this notice provision. Any such notice, in the case of facsimile transmission or personal delivery, shall be deemed to have been received and shall be effective on the date of delivery and, in the case of registered mail, shall be deemed to have been received and shall be effective on the fifth (5th) day following the date on which it is mailed.

(c) Insurance. Organization shall procure and maintain at its own expense insurance coverage of at least **zero Rupees** for its obligations hereunder and shall provide proof of such insurance to Microsoft upon request. Insurance clause is not applicable for MIC at Narasaraopeta Engineering College Kotappakonda Road, Yellamanda (P.O.), Narsaraopet, Guntur, Andhra Pradesh-522601.





- (d) Independent Contractors. Microsoft and Organization are independent contracting parties, and nothing in this Agreement shall be construed as creating an employer-employee relationship, a partnership, a franchisee-franchisor relationship, or a joint venture between the parties. Organization is not an agent of Microsoft and has no authority to bind Microsoft by its acts or agreements.

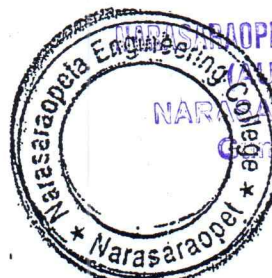
- (e) Governing Law.

This Agreement shall be governed by and construed in accordance with the laws of India. Any dispute arising out of the Agreement shall be referred to arbitration under the Arbitration & Conciliation Act, 1996. The arbitral tribunal shall consist of three arbitrators - one each to be appointed by Microsoft and Organization and the two appointed arbitrators then appointing an umpire. The venue of arbitration shall be New Delhi. The decision of the arbitrator shall be final, binding and incontestable and may be used as a basis for judgment thereon in India or elsewhere. This choice of jurisdiction and venue does not prevent either party from seeking injunctive relief with respect to a violation of intellectual property rights or enforcement or recognition of any award or order in any appropriate jurisdiction.

- (f) Assignment. This Agreement shall be binding upon and inure to the benefit of each party's respective successors and lawful assigns; provided, however, that Organization may not assign this Agreement, in whole or in part, without the prior written approval of Microsoft at Microsoft's sole discretion. For greater certainty, Microsoft may assign this Agreement at any time to an affiliate.

- (g) Construction. If for any reason a court of competent jurisdiction finds any provision of this Agreement, or portion thereof, to be invalid or unenforceable, such invalidity or unenforceability shall not affect the validity or enforceability of any other provision of this Agreement (or portion thereof) and any such invalid or unenforceable provision shall be deemed to be severable. Failure by either party to enforce any provision of this Agreement shall not be deemed a waiver of future enforcement of that or any other provision. This Agreement has been negotiated by the parties and their respective counsel and will be interpreted fairly in accordance with its terms and without any strict construction in favour of or against either party.

- (h) Entire Agreement. This Agreement does not constitute an offer by Microsoft and it shall not be effective until signed by both parties. This Agreement and the documents referenced herein constitute the entire agreement between the parties with respect to the subject matter hereof and merges all prior and contemporaneous communications. It shall not be modified except by a written agreement dated subsequent to the date of this Agreement and signed on behalf of Organization and Microsoft by their respective duly authorized representatives.



Principal  
NARASARAOPETA ENGINEERING COLLEGE  
NARASARAOPETA - 522 601.  
Gurur (Dist). A.P.

PRINCIPAL  
NARASARAOPETA ENGINEERING COLLEGE  
NARASARAOPETA - 522 601.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date first written above.

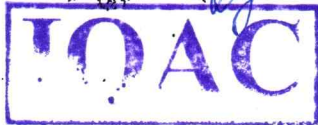
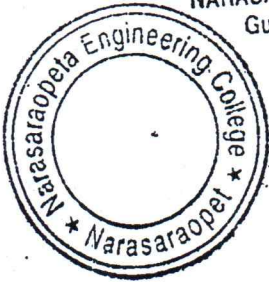
**NARASARAOPETA ENGINEERING COLLEGE**

By:

Print name: Dr. B. V. Rama Mohana Rao

Title : Principal

**NARASARAOPETA ENGINEERING COLLEGE**  
NARASARAOPET - 522 601,  
Guntur (Dt.), A.P



**Microsoft Corporation (India) Pvt Ltd**

Print name:

Title:



Principal

**NARASARAOPETA ENGINEERING**

**(AUTONOMOUS)**

NARASARAOPET - 522 601,

Guntur (Dist.), A.P.



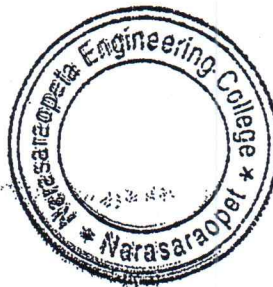


**EXHIBIT A**

**RESPONSIBILITIES OF MICROSOFT**

Microsoft shall:

- (a) Provide access to Microsoft Software via the existing DreamSpark Program,
- (b) Provide technical content & curriculum;
- (c) Provide business content & curriculum;



*[Signature]*  
13/4/15  
PRINCIPAL  
NARASARAOPETA ENGINEERING COLLEGE  
NARASARAOPET - 522 601,  
Guntur (Dt.), A.P.



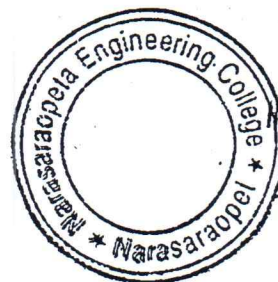
*[Signature]*  
Principal  
NARASARAOPETA ENGINEERING COLLEGE  
(AUTONOMOUS)  
NARASARAOPET - 522 601,  
Guntur (Dist.), A.P.

## EXHIBIT B

### RESPONSIBILITIES OF ORGANIZATION

Organization shall:

- (a) Follow space, layout and facility guidelines for exclusive MIC usage, as detailed in the *MIC Design and Build* document;
- (b) Provide administrative support of approved activities at the MIC at your campus during the term of this Agreement, including one or more full-time qualified Organization employees if requested by Microsoft;
- (c) Ensure that participants of the MIC have access to the facility housing the MIC and the exclusive MIC space during normal business hours;
- (d) Conduct technical and business skills training seminars and other events for MIC users, as determined by the parties, using materials provided by Microsoft and per any Microsoft guidelines, per a program calendar created and managed by Microsoft with Organization input;
- (e) Participate in MIC Network business and technical activities run by Microsoft, or engage in such activities approved by Microsoft (i) after receiving relevant certification for such activities by Microsoft and (ii) in accordance with Microsoft guidelines for such activities; and
- (f) As part of its administrative support, track and provide quarterly reports as detailed in the MIC Scorecard, including:
  - i. # of students engaged in MICs
  - ii. # of training courses/events held in MICs
  - iii. # of faculty engaged in MICs
  - iv. # of certifications completed in MICs
  - v. # of Imagine Cup competitors from MIC
  - vi. # of Azure Accounts Activated



*[Signature]*  
13/11/14  
PRINCIPAL

NARASARAOPETA ENGINEERING COLLEGE  
NARASARAOPET - 522 601,  
Guntur (Dt.), A.P.



*[Signature]*  
Principal  
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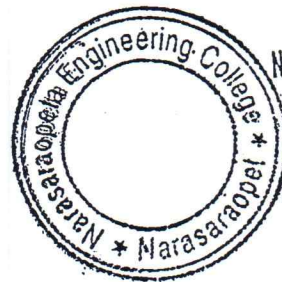


## EXHIBIT C

### Organization Owned Assets

All software, hardware, equipment and materials in the MIC owned by the Organization except the following which are owned by Microsoft

As of 13-12-15 date Exhibit C contains no details of software, hardware, equipment at the MIC



*[Signature]*  
13/12/15

PRINCIPAL  
NARASARAOPETA ENGINEERING COLLEGE  
NARASARAOPET - 522 601,  
Guntur (Dt.), A.P.



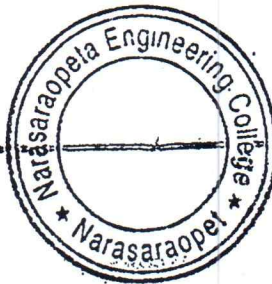
*[Signature]*  
Principal  
NARASARAOPETA ENGINEERING COLLEGE  
(AUTONOMOUS)  
NARASARAOPET - 522 601.  
Guntur (Dist.), A.P.

EXHIBIT D

 Microsoft  
Innovation Center

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PRINCIPAL  
NARASARAOPETA ENGINEERING COLLEGE  
NARASARAOPET - 522 601,  
Guntur (Dt.), A.P.



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



# **3.7.1**

## **2016-2017**



## MICROSOFT INNOVATION CENTER COLLABORATION AGREEMENT

This Microsoft Innovation Center Collaboration Agreement (the "Agreement") by and between Gayatri Educational Development Society (Narasaraopeta Engineering College) located at Kotappakonda Road, Yellamanda(P.O.), Narsaraopet, Guntur, Andhra Pradesh-522601 and Microsoft Corporation (India) Private Limited a company incorporated under the laws of India ("Microsoft"), having principal place of business at 10th Floor, Tower B & C, DLF Building No.5 (Epitome), Cyber City, DLF Phase III, Gurgaon, 122002 is entered into as of *January 1st, 2016* ("Effective Date").

### RECITALS

- A. Organization is engaged in running a professional higher educational institute(s) imparting higher technical education and offering graduate, post-graduate and doctoral programs.
- B. Microsoft wishes to collaborate with Organization by facilitating the setup of a Microsoft Innovation Center **Narasaraopeta Engineering College** Kotappakonda Road, Yellamanda(P.O.), Narsaraopet, Guntur, Andhra Pradesh-522601 (the "MIC").

The parties agree as follows:

### AGREEMENT

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3. **Use of Microsoft Software.** Organization may use Microsoft Software ("Software") that is made available under various programs, subject to such end user agreements, restrictions therein. Any Software made available in the MIC by Microsoft, its affiliates may be used by Organization by personnel and third parties engaged in the MIC subject to the terms of the relevant end user license agreement accompanying such Software or otherwise provided by Microsoft, or its affiliates, except that (a) such use rights are not transferable; (b) the Organization can make multiple copies of a software program solely for use in the MIC; and (c) any use rights terminate upon termination or expiration of this Agreement.
4. **Microsoft Trademark License Grant and Restrictions.**
  - a) Microsoft grants to Organization a non-exclusive, non-transferable, royalty-free license to use the Microsoft trademark solely as part of the Microsoft Innovation Center name in its entirety and the Microsoft corporate logo as part of the Microsoft Innovation Center Logo lock up ("MIC Marks") as shown in Exhibit D hereto only



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Narasaraopeta - 522 601, (AUTONOMOUS)  
Guntur (D.), AP  
Narasaraopeta - 522 601.



during the term of this Agreement and in the territory of the MIC that meets (i) all terms of this trademark license and Agreement, (ii) meets or exceeds standards of quality and performance of similar facilities generally accepted in the industry, and (iii) complies with all applicable laws, rules and regulations (collectively the "Quality Standards") and other conditions herein. The MIC Marks may solely be used on signage to identify the MIC as a Microsoft Innovation Center and advertising and promotional materials for the MIC as pre-approved by Microsoft in accordance with Section 5(a). Any Internet advertising or web marketing must be targeted to countries in the MIC territory. Microsoft reserves all rights not expressly granted herein.

(b) Organization may not:

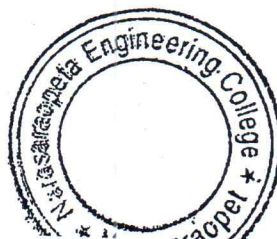
- (i) Sublicense the rights granted in Section 4(a) to any third party without Microsoft's prior written consent;
- (ii) Do or say anything that implies Microsoft is affiliated with, sponsors, endorses, or approves of Organization other than as allowed by this Agreement;
- (iii) Do or say anything that may cause confusion about whether Microsoft owns the MIC Marks or any Microsoft trademark in the MIC Marks;
- (iv) Register, adopt, or use any name, trademark, domain name or other designation that includes or violates Microsoft rights in the MIC Marks or any Microsoft trademark in the MIC Marks;
- (v) Use the MIC Marks in a way that would damage Microsoft's reputation or goodwill in the MIC Marks; or
- (vi) Alter, animate, distort the MIC Marks or combine it with any other symbols, words, images, or designs.

5. **Ownership and Use of the MIC Marks.**

(a) Organization acknowledges that:

- (i) Microsoft is the sole owner of the MIC Marks and the Microsoft trademark in the MIC Marks and the goodwill associated with the MIC Marks;
- (ii) Organization will not acquire any right, title or interest in the MIC Marks or the Microsoft trademark because of Organization's use of the MIC Marks; and
- (iii) Microsoft is the sole beneficiary of the goodwill associated with Organization's use of the MIC Marks.

(b) Organization hereby assigns and will assign in the future any rights it may acquire in the MIC Marks as a result of Organization's use of the MIC Marks under this Agreement, along with the associate goodwill





- (c) Organization will provide reasonable assistance to Microsoft in protecting and maintaining Microsoft's rights in the MIC Marks and Microsoft trademark, including preparing and executing documents at Microsoft's expense to register the MIC Marks or record this Agreement.
- (d) Organization will take reasonable steps to notify Microsoft if Organization becomes aware of any suspected violation of or challenge to Microsoft's rights in the MIC Marks. Microsoft will determine, in its sole discretion, whether to take legal action to enforce or defend its rights in the MIC Marks and will control any legal action concerning the MIC Marks. Organization has no right to take legal action against third parties to enforce the rights it has in the MIC Marks under this Agreement.
- (e) Organization must use the <sup>TM</sup> and ® symbols used in the MIC Marks, as shown on Exhibit D.
- (f) Organization must display the following trademark notice on all materials where the MIC Marks are used. *"Microsoft is a registered trademark of the Microsoft group of companies"*.
- (g) Organization will cooperate with Microsoft to enable Microsoft to review Organization's use of the MIC Marks and ensure that the MIC complies with the Quality Standards. Organization will promptly correct any improper use of the MIC Marks and any MIC that does not comply with the Quality Standards upon reasonable notice from Microsoft.

6. **Advertising.**

- (a) Prior Approval of Advertising. Organization shall submit to Microsoft for its prior approval all advertising and promotional materials for the MIC ("Advertising"; the promulgation of such materials, to "Advertise") which use the MIC Marks or otherwise reference Microsoft. Microsoft shall endeavour to provide its approval or disapproval within fifteen (15) days of receiving the Advertising. Once Microsoft's consent has been obtained, Organization may produce the identical materials or substantially identical materials on future occasions without seeking any further consent from Microsoft, unless otherwise advised by Microsoft.
- (b) Microsoft Advertising. Microsoft may Advertise the MIC without the approval of the Organization.
- (c) Joint Advertising. The parties may agree to jointly Advertise the MIC, in which case both parties will provide their prior consent (each in their discretion) to the Advertising materials and methods used.
- (d) Correction of Errors. Upon discovery by either party of any errors in Advertising prepared by Organization, Organization shall (at its own expense) promptly correct or shall cause to be corrected any such errors.

7. **Employment.**



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NARASARAOPETA - 522 601  
Guntur (Dt.). A.P.



- (a) Organization Employees. Organization employees may be requested to perform administrative duties at the MIC as described in Exhibit B and as the parties mutually determine. Organization will recruit, select and train its employees and will use persons qualified to perform the services and duties described in Exhibit B. Under no circumstances will any Organization employees be considered or be held out to be Microsoft employees. Organization will be solely responsible for supervising and directing all aspects of the work performed at the MIC by Organization employees and for compensating Organization employees for their work. Organization assumes sole responsibility for any and all employment-related liabilities with respect to Organization employees. Organization personnel involved with the MIC shall comply with all policies and/or procedures relating to the MIC as may be reasonably requested by Microsoft from time to time during the term of this Agreement. At Microsoft's good faith request for any business reason, Organization will promptly remove or replace any individual performing work at the MIC.
- (b) Safe Work Environment. Organization will provide a safe working environment for all Microsoft employees and agrees to comply with all applicable laws governing workplace safety.

8. **Facilities.**

- (a) Exclusive Use; Activities. During the term of this Agreement, Organization will provide facilities of a mutually agreed upon size and location to be used exclusively for the MIC (the "MIC Facilities"). Except as set forth in this Agreement, all substantive activities at the MIC, including but not limited to the content of any and all technical, business and marketing activities, training, and events, at the MIC, will be subject to Microsoft's standards, requirements and approval, and to the extent Organization personnel participate in such activities, Organization will ensure the work of such personnel meets Microsoft's standards and requirements for such activities, with Organization remaining solely responsible for determining the manner in which its personnel meet such standards and requirements.
- (b) Utilities. Organization is responsible for providing basic utilities (electricity, heat, water, internet connectivity) to the MIC Facilities, at Organization's cost, unless otherwise stated in this Agreement or in the Exhibits.
- (c) Safety. Organization will ensure that the MIC Facilities are safe and for all Organization employees, Microsoft employees and visitors.

9. **Organization Warranties.** Organization warrants, represents and covenants that:

- (a) it will comply with all applicable laws, rules and regulations;
- (b) it has the right, capacity and authority to enter into this Agreement;
- (c) this Agreement does not conflict with any other agreements or obligations by which it is bound;





- (d) all of its promotional, advertising and marketing material in connection with the MIC shall comply with all applicable laws and shall not infringe or otherwise breach the rights of any third parties in any applicable jurisdiction;
- (e) it is aware of and will comply with all laws relating to anti-bribery and corruption including but not limited to Foreign Corrupt Practices Act and the Indian Prevention of Corruption Act 1988
- (f) it will not (i) facilitate or promote any illegal, offensive or discriminatory activity or (ii) intentionally disparage the products, services or business of Microsoft or any of its affiliates (including Microsoft Corporation), or otherwise act in a manner that is detrimental to or reflects unfavourably on the name or business reputation of Microsoft or any of its affiliates, at or in connection with the MIC; and
- (g) there is no proceeding in progress or pending or threatened against, relating to or affecting it which might be expected to have a materially adverse effect on the performance of its obligations under this Agreement, or on the business or reputation of Microsoft or any of its affiliates.

#### 10. Microsoft Warranties.

- (a) Microsoft warrants that it has the right, capacity and authority to enter into this Agreement.
- (b) EXCEPT FOR THOSE WARRANTIES EXPRESSLY PROVIDED IN THIS SECTION 10, MICROSOFT DISCLAIMS ALL WARRANTIES, EXPRESS, IMPLIED OR STATUTORY, AS TO ANY MATTER WHATSOEVER RELATING TO THIS AGREEMENT, INCLUDING WITH RESPECT TO ANY MATERIALS, SOFTWARE, AND HARDWARE (IF ANY) PROVIDED UNDER SECTION 1 OF THIS AGREEMENT AND ANY OTHER INFORMATION OR MATERIALS, INCLUDING ANY TRADEMARKS AND THE MIC MARKS PROVIDED BY MICROSOFT UNDER THE TERMS OF THIS AGREEMENT, INCLUDING BUT NOT LIMITED TO ANY (IF ANY) IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, REASONABLE CARE OR WORKMANLIKE EFFORT, RESULTS, LACK OF NEGLIGENCE, TITLE OR NON-INFRINGEMENT, LACK OF VIRUSES, OR OF ACCURACY OR COMPLETENESS OF RESPONSES.

#### 11. Indemnity.

- (a) Organization agrees to indemnify, defend and hold harmless Microsoft and its affiliates and each of their respective directors, officers, agents, contractors and employees from any and all actions, claims, demands, complaints, orders, costs, liabilities, expenses and damages ("Claims"), including reasonable legal fees and expenses, arising out of or relating to (1) the failure of Organization, its employees and/or agents to comply with any terms and conditions of this Agreement; (2) any personal injury, workman's compensation or property damage claim of any individual related in any way to the MIC Facilities; (3) the negligent or intentional





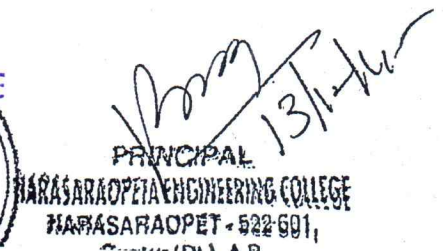
acts or omissions of Organization, its employees and/or agents, except to the extent that such a Claim arises as a result of Microsoft's negligence or wilful misconduct, (4) Organization's use of the MIC Marks in breach of this Agreement.

- (b) Microsoft agrees to indemnify, defend and hold harmless Organization and its affiliates and each of their respective directors, officers, agents, contractors and employees from any third-party claims, damages, costs, expenses and reasonable attorneys' fees alleging that the MIC Marks or any Microsoft trademark contained in the MIC Marks infringes any trademark rights of such third party in the territory of the MIC.
- (c) The indemnity set forth in this Section 11 shall survive and shall be enforceable beyond the termination or expiration of this Agreement.

12. **LIMITATIONS OF LIABILITY.** IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR ANY INDIRECT, SPECIAL, PUNITIVE, INCIDENTAL OR CONSEQUENTIAL DAMAGES WHATSOEVER (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF BUSINESS PROFITS, BUSINESS INTERRUPTION, LOSS OF BUSINESS INFORMATION, OR ANY OTHER PECUNIARY LOSS) ARISING OUT OF, RESULTING FROM OR RELATED TO THE MIC OR TO THIS AGREEMENT, EVEN IF A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. NOTWITHSTANDING THE FOREGOING, THIS SECTION SHALL NOT APPLY TO INDEMNIFICATION OBLIGATIONS, ANY INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS BY THE OTHER PARTY OR ANY BREACH OF THE CONFIDENTIALITY OBLIGATIONS SET OUT IN THIS AGREEMENT.

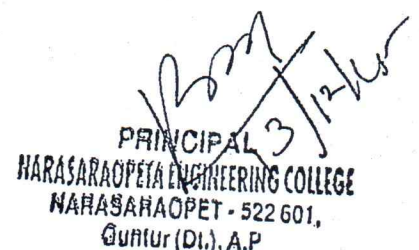
13. **Confidentiality.** The terms of the Microsoft standard nondisclosure agreement between the parties shall govern the use and protection of confidential information under this Agreement. The terms of this Agreement shall be considered confidential information under such agreement.

14. **Personal Information.** Organization represents and warrants that the collection, use, disclosure and storage of any Personal Information in connection with this Agreement or the MIC, including the disclosure of personal information to Microsoft, shall be in full compliance with all applicable laws including, without limitation, data protection and privacy laws. Organization further represents and warrants that all necessary notices and consents shall be given or obtained to allow Microsoft to receive and use the Personal Information to be provided to Microsoft pursuant to this Agreement and that Microsoft shall be free to use such information for the purposes of (i) the MIC, (ii) to inform the individuals of products or services offered by Microsoft and its affiliates, and (iii) to send individuals relevant survey invitations related to products or services offered by Microsoft or its affiliates. For the purpose of this Agreement, "Personal Information" means any information about an identifiable individual or information which relates to a natural person and allows that person to be identified.





15. **Taxes.** The parties are not liable for any of the taxes of the other party that the other party is legally obligated to pay and which are incurred or arise in connection with or related to the transactions contemplated under this Agreement, and all such taxes (including but not limited to net income or gross receipts taxes, franchise taxes, sales and use taxes, and/or property taxes) shall be the financial responsibility of the party who is obligated by operation of law to pay such tax. Each party agrees to indemnify, defend and hold the other party harmless from any taxes or claims, causes of action, costs (including, without limitation, reasonable attorneys' fees) and any other liabilities of any nature whatsoever related to a party's taxes.
16. **Term and Termination.**
- (a) Term. This Agreement shall commence on the Effective Date and stay in full force and effect for a period of one year unless earlier terminated pursuant to other provisions of this Agreement.
- (b) Termination By Either Party For Cause. Either party may suspend performance and/or terminate this Agreement immediately upon written notice at any time if the other party is in breach of any warranty, term, condition or covenant of this Agreement and fails to cure that breach within thirty (30) days after written notice thereof.
- (c) Immediate Termination. Microsoft may terminate this Agreement immediately upon written notice in the event that Organization or its representatives engage in any activities that, in the reasonable opinion of Microsoft, would pose a risk to Microsoft's reputation or goodwill as a result of its continued association with Organization or the MIC. In addition, Microsoft may terminate this Agreement immediately upon notice in the event that the Organization (a) becomes insolvent; (b) admits in writing its inability to pay its debts as they become due; (c) makes an assignment for the benefit of creditors; or (d) if a petition under any bankruptcy statute, receivership statute, or similar statute, as they now exist or as they may be amended, is filed by the other party or by any third party or an application for a receiver is made by anyone and such application is not resolved favourably to the other party within sixty (60) days.
- (d) Obligations Upon Termination. In the event that this Agreement is terminated pursuant to this Section 16, Microsoft shall close the MIC and all software use and trademark use rights related to the MIC, if any, shall terminate. Microsoft will retain ownership of all software, hardware, equipment (as recorded under Exhibit C), content and materials in the MIC. Organization acknowledges and agrees that Microsoft's remedies under this Section 16 are in addition to, and not in lieu of, any other rights or remedies that it may have at law or in equity.
- (e) Survival. Sections 3, 9, 10, 11, 12, 13, 14, 15, 16 and 17, shall survive termination of this Agreement.





17. General.

(a) Force Majeure. Any delay or failure of either party to perform its obligations hereunder shall be excused to the extent that it is caused by an event or occurrence beyond its reasonable control such as, by way of example and not by way of limitation, acts of God, actions by governmental authority (whether valid or invalid), fires, floods, windstorms, explosions, riots, natural disasters, wars, sabotage or labour problems; provided the party claiming force majeure promptly notifies the other party of the event of force majeure, the anticipated duration of the event of force majeure, and the steps being taken to remedy the failure. Should the event of force majeure continue beyond fifteen (15) days or such shorter time period as may be reasonable under the circumstances, either party may terminate this Agreement, and Organization shall refund any portion of Sponsorship Fee already paid by Microsoft, if any, corresponding to the proportion of the benefits under this Agreement not yet received by Microsoft as a result of such termination.

(b) Notices. All notices and requests in connection with this Agreement shall be in writing and may be sent either by registered mail, facsimile transmission or personal delivery, to the following addresses:

To:

Microsoft Corporation (I) Pvt. Ltd.  
10th Floor, Tower B & C, DLF Building No.5 (Epitome)  
Cyber City, DLF Phase III,  
Gurgaon, 122002  
Fax: +91-124-2567000

To Organization:

Address: (Institute Address and Details)

Narasaraopeta Engineering College  
Kotappakonda Road,  
Yellamanda (P.O.)  
Narsaraopet  
Guntur District  
Andhra Pradesh-522601

Attn: PRINCIPAL

Phone: 08647-239903

Fax: 08647-239902

or to such other address as a party may designate pursuant to this notice provision. Any such notice, in the case of facsimile transmission or personal delivery, shall be deemed to have been received and shall be effective on the date of delivery and, in the case of registered mail, shall be deemed to have been received and shall be effective on the fifth (5th) day following the date on which it is mailed.

(c) Insurance. Organization shall procure and maintain at its own expense insurance coverage of at least **zero Rupees** for its obligations hereunder and shall provide proof of such insurance to Microsoft upon request. Insurance clause is not applicable for MIC at Narasaraopeta Engineering College Kotappakonda Road, Yellamanda (P.O.), Narsaraopet, Guntur, Andhra Pradesh-522601.



PRINCIPAL 31/1/20



- (d) Independent Contractors. Microsoft and Organization are independent contracting parties, and nothing in this Agreement shall be construed as creating an employer-employee relationship, a partnership, a franchisee-franchisor relationship, or a joint venture between the parties. Organization is not an agent of Microsoft and has no authority to bind Microsoft by its acts or agreements.

- (e) Governing Law.

This Agreement shall be governed by and construed in accordance with the laws of India. Any dispute arising out of the Agreement shall be referred to arbitration under the Arbitration & Conciliation Act, 1996. The arbitral tribunal shall consist of three arbitrators - one each to be appointed by Microsoft and Organization and the two appointed arbitrators then appointing an umpire. The venue of arbitration shall be New Delhi. The decision of the arbitrator shall be final, binding and incontestable and may be used as a basis for judgment thereon in India or elsewhere. This choice of jurisdiction and venue does not prevent either party from seeking injunctive relief with respect to a violation of intellectual property rights or enforcement or recognition of any award or order in any appropriate jurisdiction.

- (f) Assignment. This Agreement shall be binding upon and inure to the benefit of each party's respective successors and lawful assigns; provided, however, that Organization may not assign this Agreement, in whole or in part, without the prior written approval of Microsoft at Microsoft's sole discretion. For greater certainty, Microsoft may assign this Agreement at any time to an affiliate.

- (g) Construction. If for any reason a court of competent jurisdiction finds any provision of this Agreement, or portion thereof, to be invalid or unenforceable, such invalidity or unenforceability shall not affect the validity or enforceability of any other provision of this Agreement (or portion thereof) and any such invalid or unenforceable provision shall be deemed to be severable. Failure by either party to enforce any provision of this Agreement shall not be deemed a waiver of future enforcement of that or any other provision. This Agreement has been negotiated by the parties and their respective counsel and will be interpreted fairly in accordance with its terms and without any strict construction in favour of or against either party.

- (h) Entire Agreement. This Agreement does not constitute an offer by Microsoft and it shall not be effective until signed by both parties. This Agreement and the documents referenced herein constitute the entire agreement between the parties with respect to the subject matter hereof and merges all prior and contemporaneous communications. It shall not be modified except by a written agreement dated subsequent to the date of this Agreement and signed on behalf of Organization and Microsoft by their respective duly authorized representatives.



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

PRINCIPAL  
NARASARAOPETA ENGINEERING COLLEGE  
NARASARAOPET - 522 601



IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date first written above.

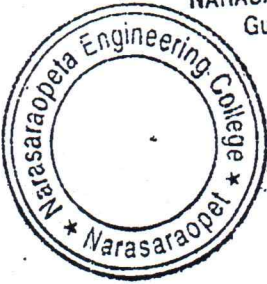
**NARASARAOPETA ENGINEERING COLLEGE**

By:

Print name: Dr. B. V. Rama Mohana Rao

Title : Principal

NARASARAOPETA ENGINEERING COLLEGE  
NARASARAOPET - 522 601,  
Guntur (Dt.). A.P



**Microsoft Corporation (India) Pvt Ltd**

Print name:

Title:



Principal

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

30/12/15

## EXHIBIT A

### RESPONSIBILITIES OF MICROSOFT

Microsoft shall:

- (a) Provide access to Microsoft Software via the existing DreamSpark Program,
- (b) Provide technical content & curriculum;
- (c) Provide business content & curriculum;



*[Signature]*  
13/1/15  
PRINCIPAL  
NARASARAOPETA ENGINEERING COLLEGE  
NARASARAOPET - 522 601,  
Guntur (Dt.), A.P.



*[Signature]*  
Principal  
NARASARAOPETA ENGINEERING COLLEGE  
(AUTONOMOUS)  
NARASARAOPET  
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## EXHIBIT B

### RESPONSIBILITIES OF ORGANIZATION

Organization shall:

- (a) Follow space, layout and facility guidelines for exclusive MIC usage, as detailed in the *MIC Design and Build* document;
- (b) Provide administrative support of approved activities at the MIC at your campus during the term of this Agreement, including one or more full-time qualified Organization employees if requested by Microsoft;
- (c) Ensure that participants of the MIC have access to the facility housing the MIC and the exclusive MIC space during normal business hours;
- (d) Conduct technical and business skills training seminars and other events for MIC users, as determined by the parties, using materials provided by Microsoft and per any Microsoft guidelines, per a program calendar created and managed by Microsoft with Organization input;
- (e) Participate in MIC Network business and technical activities run by Microsoft, or engage in such activities approved by Microsoft (i) after receiving relevant certification for such activities by Microsoft and (ii) in accordance with Microsoft guidelines for such activities; and
- (f) As part of its administrative support, track and provide quarterly reports as detailed in the MIC Scorecard, including:
  - i. # of students engaged in MICs
  - ii. # of training courses/events held in MICs
  - iii. # of faculty engaged in MICs
  - iv. # of certifications completed in MICs
  - v. # of Imagine Cup competitors from MIC
  - vi. # of Azure Accounts Activated



*[Signature]*  
13/11/14

PRINCIPAL

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



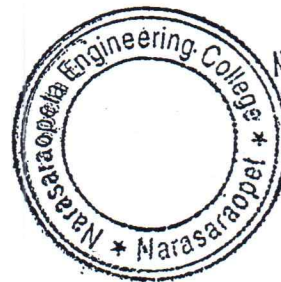
*[Signature]*  
Principal  
NARASARAOPETA ENGINEERING COLLEGE  
(AUTONOMOUS)  
NARASARAOPET - 522 601,  
Guntur (Dt.), A.P.

## EXHIBIT C

### Organization Owned Assets

All software, hardware, equipment and materials in the MIC owned by the Organization except the following which are owned by Microsoft

As of 13-12-15 date Exhibit C contains no details of software, hardware, equipment at the MIC



*[Signature]*  
13/12/15  
PRINCIPAL  
NARASARAOPETA ENGINEERING COLLEGE  
NARASARAOPET - 522 601,  
Guntur (Dt.), A.P.



*[Signature]*  
Principal  
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EXHIBIT D



Innovation Center



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13/1/20



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## SWARNANDHRA COLLEGE OF ENGINEERING & TECHNOLOGY

(AUTONOMOUS)

Accredited by NBA, AICTE, NEVDLLH

Accredited by NAAC with 'A' Grade - 5.32/4.93 CGPA

Recognised by UGC Under Section 2(f)(i) & 2(b) of UGC Act 1956

Approved by AICTE, New Delhi. Permanent Affiliation for JNTU K. Kakinada

Seetharampuram, **NARSAPUR** - 534 285 W.G Dist., Andhra Pradesh

### MEMORANDUM OF UNDERSTANDING (MOU)

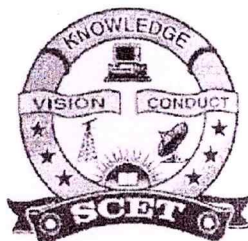
BETWEEN



### NARASARAOPETA ENGINEERING COLLEGE (AUTONOMOUS)

Yellamanda(V), Kotappakonda Road, Narasaraopet-522601, Guntur(Dt.), AP

And



### SWARNANDHRA COLLEGE OF ENGINEERING & TECHNOLOGY (AUTONOMOUS)

FOR

TEACHING, LEARNING AND SKILL DEVELOPMENT



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



## MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (here in after called as the "MOU") is entered in to on this date of 07-09-2016 (7<sup>th</sup> September Two thousand Sixteen), by and between Narasaraopeta Engineering College (NEC), Narasaraopet, Guntur (Dt.)-522601, Andhra Pradesh (India), the Higher/Technical Educational 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

Swarnandhra College of Engineering & Technology (SCE&T) the second party and represented by the Principal, here in after referred as "Second Party", the institution 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


2. 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 Doctoral programme, NEC and SCE&T, agree this Memorandum of Understanding (MOU)

### 3. 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



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

- To conduct professional development programs related to Accreditation and Assessment procedures for the benefit of teachers.
- To provide help in developing accreditation process


### 3.1. Academic and Research Collaborations In the mutually interested areas

- a) Faculty from SCE&T 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 SCE&T 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.

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

- a) SCE&T 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 SCE&T to write those examinations.
- c) If a faculty member of NEC registers for Ph.D degree at SCE&T, he shall have one guide at NEC and one guide at SCE&T.
- d) A faculty member at 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 SCE&T 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 SCE&T.



  
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 Guntur (Dist.), A.P.



- f) The remaining Ph.D guidelines, rules and regulations as per the SCE&T followed.
- g) The instruments, equipment and other research facilities at SCE&T can be utilized by the faculty members for their Ph.D work as per institute norms with applicable fee.

### **3.3. Exchange of Academic and Scientific Information:**

- a) SCE&T 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 faculty members 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.

### **4. 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.

### **5. 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.

### **6. 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.



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

**AGREED:**

First Party

**For: Narasaraopeta Engineering College  
(Autonomous)**



Authorized Signatory

Dr. M. Sreenivasa Kumar

Principal

Narasaraopeta Engineering College

Narasaraopeta, Guntur(Dt.), AP

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

**Witnessed By:**

1

(Dr. SVN SRINIVASU)

2

Venkat Siva  
(Dr. B Venkata Siva)



Second Party

**For: Swarnandhra College of  
Engineering & Technology  
(Autonomous)**



Authorized Signatory

Dr. S. Suresh Kumar

Principal

Swarnandhra College of Engineering &  
Technology, Seetharampuram,

Narsapur, ~~AR~~PRINCIPAL

**Swarnandhra College of  
Engineering & Technology  
SEETHARAMAPURAM  
NARSAPUR - 534 280, W.G.P.**

**Witnessed By:**

1

A. Gopichand  
(Dr. A. GOPICHAND)

2

V. Iwaminathan  
(Dr. V. IWAMINATHAN)

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