



NARASARAOPETA
ENGINEERING COLLEGE
(AUTONOMOUS)

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

ACADEMIC YEAR

2023-24



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.



AGREEMENT BETWEEN

**ANDHRA PRADESH STATE SKILL DEVELOPMENT
CORPORATION**

AND

NARASARAOPETA ENGINEERING COLLEGE

NARASARAOPETA

The Agreement is executed on this 24th 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;



- 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.

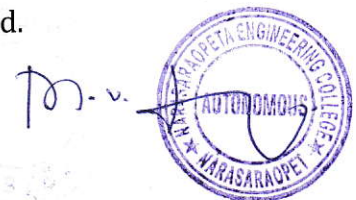
8. CONFIDENTIAL INFORMATION

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

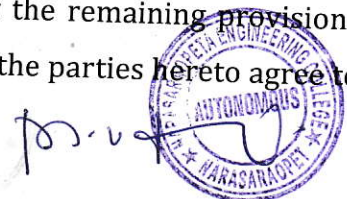
If the performance of any part of this Agreement by parties is prevented or delayed by acts of civil or military authority, flood, fire, epidemic, war or riot, or other acts beyond the reasonable control of either party, the party affected shall be excused from such performance only during the continuance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



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
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College/ Institution	NARASARAOPETA ENGINEERING COLLEGE Kotappakonda Road, Narasaraopeta, Guntur, Andhra Pradesh 522601
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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 1st 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: 

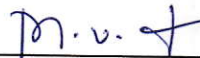
(Name: **Dr. B Nageswara Rao**)



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, FFE**
APSSDC SPOC

ANNEXURE-I

Laptops : 37 No.	
Make and Model : Acer TMP 249-G2-M	
Technical Specifications	
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;

Annexure – II

Details of course wise fee

S No	Programs Offered for ECE, EEE & EIE	Duration	Fee
1	Embedded systems Fundamentals (Embedded C ,8051)	6 Days	150
2	Embedded Systems Advanced (ARM)	3 Days	300
3	Internet of Things (IoT)	1 Week	300
4	PCB (Software)	3 Days	100
5	PCB (Hardware)	3 Days	100
6	Arduino With Scratch	3 Days	100
7	Mathematical Operations With scilab for Engineering Applications	3 Days	100
8	SciLab	3 Days	100
9	PLC	6 Days	300
10	SCADA	6 Days	300

S No	Programs Offered for Mechanical Engineering students	Duration	Fee
1	AUTOCAD	6 days	250
2	CATIA Phase -I (Modelling)	6 days	250
3	CATIA Phase - II (Surfacing)	6 days	250
4	Solid Edge	6 days	250

S No	Programs Offered for Civil Engineering students	Duration	Fee
1	AutoCAD	6 days	250
2	Revit Architecture	6 days	250
3	Revit Structure	6 days	250
4	ETABS	6 days	250

S No	Programs Offered in Gaming : (Computer Engg/ECE students	Duration	Fee
1	Game Development using Buildbox	3 days	100
2	Fundamentals in Game Development using Unity3D & C#	6 days	250

S No	Programs Offered in Amazon Web Services(AWS) for Computer ENGG/ECE students	Duration	Fee
1	Cloud Literacy	1 Day	Free
2	Cloud Computing 101	2 Days	Free
3	ALEXA SKILLS	5 days	100
4	Associate Cloud Architect	5 days	100

S No	Programs Offered in Python for all Engg. Students	Duration	Fee
1	Python Basics	3 Days	150
2	Advanced Python	3 Days	150
3	Applied Data Science foundations	3 Days	150
4	Web Development with Python	6 Days	300

S No	Programs Offered in Problem Solving & Programming	Duration	Fee
1	Raptor	3 Days	100
2	Data Structures and Algorithms	6 Days	250
3	Problem Solving Skills Using C	6 Days	250
4	Programming Content & Challenges(Coding Training)	6 Days	250

S No	Programs Offered in Coursera Certifications:	Duration	Fee
1	1. An Introduction to Programming the Internet of Things (IOT) Specialization- Coursera	18 Days	2800
2	2.Development of Secure Embedded Systems Specialization - Coursera	12 Days	
3	Python for Everybody	14 Days	2800
4	Applied Data Science with Python	1 Month	
5	Introduction to C# Programming and Unity , More C# Programming and Unity	12 days	2800

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, Web: <http://www.bitsndt.com/>

JULY 2018



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.

- 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 **9th 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.

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.

MEMORANDUM OF UNDERSTANDING

BETWEEN



DEPARTMENT OF MECHANICAL ENGINEERING

NARASARAOPETA ENGINEERING COLLEGE (Autonomous)

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

AND



CIPET सि पेट
probe • perform • practice • Plastics

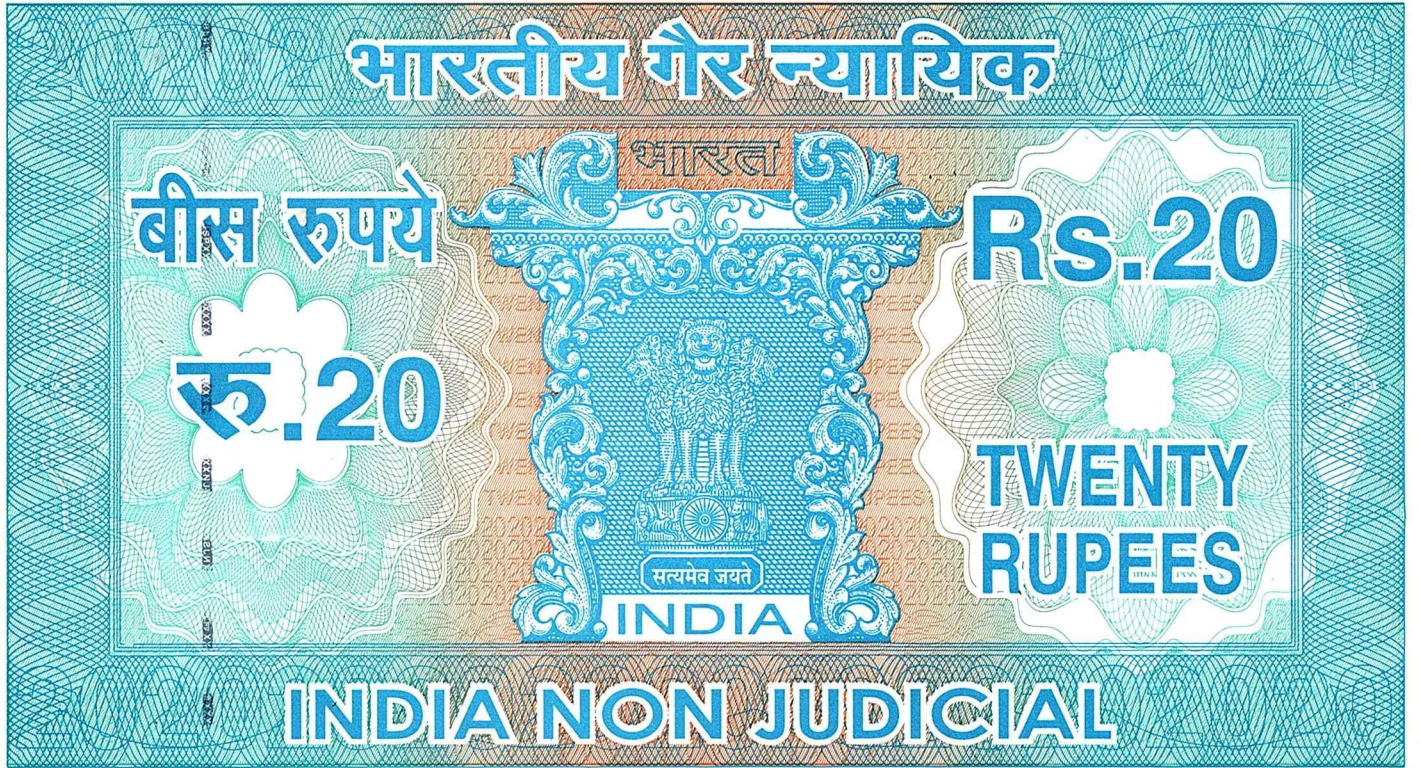
**CENTRAL INSTITUTE OF PETROCHEMICALS ENGINEERING AND
TECHNOLOGY**

CENTRE FOR SKILLING AND TECHNICAL SUPPORT

Enikepadu, Vijayawada 520 007, A.P. Phone: +91 – 866 – 6548777

Email: Vijayawada@cipet.gov.in

March 2022



ఆంధ్రప్రదేశ్ ఆంధ్ర ప్రదేశ్ ANDHRA PRADESH

2653/15-03-2022 Rs.20/- Dr. M Sreenivasa Kumar, S/o.M.Krishnaiah
Principal, Narasaraopeta Engineering College, Narasaraopet

85AA 468920
Subba Reddy
Licensed Stamp Vendor
L.No.07-31-2/1993
R.L.No. 07-31-026/2020
Sattenapalli Road,
NARASARAOPET - 522 601
Cell : 9849991367

**MoU to be Signed between the Institution and Skill Knowledge Providers/ Trainers
Agreement**

Under the National Skill Qualification Framework (NSQF) of the All India Council for Technical Education (AICTE)

This Agreement is entered into and executed on this 16th day of March 2022 at Narasaraopeta Engineering College (Autonomous), Kotappakonda Road, Yellamanda (Post), Narasaraopet – 522601, Guntur District, Andhra Pradesh

By and Between GAYATRI EDUCATIONAL DEVELOPMENT SOCIETY an Educational Society having its office at Narasaraopet, Guntur District, Andhra Pradesh, offering Mechanical Engineering stream at NARASARAOPETA ENGINEERING COLLEGE (Autonomous), Kotappakonda Road, Narasaraopet, Guntur, Andhra Pradesh – 522601 represented by its Principal Dr. M.SREENIVASA KUMAR, which expression shall, where the context so admits, be deemed to include its successors, executors and administrators of the FIRST PARTY AND

Central Institute of Petrochemicals Engineering and Technology: Centre for Skilling and Technical Support - Vijayawada (hereinafter referred to as the “CIPET: CSTS, Vijayawada”) was established in 2015 by Government of India, through its Joint Director & Head Mr. CH. SHEKAR having its registered/ approved Office at Survey No.: 377, Surampalli, Gannavaram (M), Krishna (Dist.), Vijayawada, Andhra Pradesh 521 212 party of the SECOND PARTY.

WHEREAS, All India Council for Technical Education (Here in after to be referred as AICTE) has initiated a scheme to provide competency based skills under the National Skill Qualification Framework (Here in after to be referred as NSQF)

WHEREAS, in terms of the said scheme launched by AICTE has extended invitation to various Institutions/ Organisations to join as Vocational Educational Institutions to provide education component and Skill Knowledge Providers to provide Competency Based Skills.

WHEREAS under the scheme a Skill Knowledge Provider is required to perform the role and function of providing hands on skill training in a specific sector i.e. in the Manufacturing Sector. The Skill Knowledge Provider could also be one who is established for imparting hands on skills or training in a respective sector.

WHEREAS the First Party is to participate as an Institution to register students under the National Skill Qualification Framework (NSQF);

WHEREAS the Second Party has expressed its keen interest and desire to be a key Partner in the execution of the National Vocational Educational Qualification Framework in terms of the objectives of the scheme and policy as highlighted and specified in the said framework and particularly in view of the desire and interest of **CIPET: CSTS, Vijayawada** to join and Partner with **Narasaraopeta Engineering College (Autonomous)** in providing competency based skills through its centres which shall act as Skill Knowledge Provider for the purposes of the scheme;

WHEREAS both parties have held discussions and agreed for collaboration for conducting Vocational Education Programme(s) under the education scheme of the NSQF, where by **Narasaraopeta Engineering College (Autonomous)** will impart and award credits for the "Academic content" of the Curriculum and **CIPET: CSTS, Vijayawada** will provide skill training through its training centre called **CIPET - SKP** and will impart and award credits for such 'Skill oriented training' content of the Curriculum to the registered students.

WHEREAS The Second Party has registered itself with the AICTE/ Concerned Authority and obtained approval there of to participate as **CIPET: CSTS, Vijayawada** under the National Skill Qualification Framework (NSQF);

THEREFORE, both the parties hereby agree to conduct Vocational Educational Programme initiated by AICTE under NSQF, on the following terms and conditions:

1. The **CIPET: CSTS, Vijayawada** shall act and perform the role of Skill Knowledge Provider (SKP) to provide hands on skill training in specific sectors such as **Design, CAD/CAM/CAE, Tooling & Mould Manufacturing, Production Engineering, Testing and Quality Assurance**.

2. The **CIPET: CSTS, Vijayawada** agrees and undertakes that shall register with AICTE for conduct of training modules under the Vocational Stream and shall perform following functions:

- a. Announce the schedule of module for the calendar year.
- b. Register students for the modules.
- c. Conduct the modular training.
- d. Conduct examination/evaluate the student, award the grade indicating the Level of skill acquired.
- e. The **CIPET - SKP** shall Register students for evaluation the Skill Modules, who have acquired skills on their own.

3. The Second Party agrees that the following responsibilities shall be undertaken by the **Narasaraopeta Engineering College (Autonomous)** Academic Training centres:

- a. The **Narasaraopeta Engineering College (Autonomous)** Academic centres shall plan the Vocational Education Programme(s) to be offered in the Academic Year concerned and inform the **CIPET - SKP's** about the same at least two months prior to the date of commencement of the Programme(s).

- b. The **Narasaraopeta Engineering College (Autonomous)** Academic Centre shall announce and inform through its prospectus and information on its Website, the Vocational Education Programme(s) it plans to offer in the Academic Year concerned for the information of the prospective students and invite applications for admission from interested candidates at least two months prior to the date of commencement of the Programme(s).
- c. The **Narasaraopeta Engineering College (Autonomous)** Academic Centre shall follow the admission norms of AICTE and the State Govt. concerned. The admission shall be made strictly on the merits. The **Narasaraopeta Engineering College (Autonomous)** - Academic Centre will then upload the names and details of the selected students on AICTE Web Portal.
- d. The **Narasaraopeta Engineering College (Autonomous)** Academic Centre will have their right to collect Fee from the students towards:
- Registration
 - Course/ Skill conduct
 - Evaluation of the Academic/ Skill portion of each Level of the Programme.
- A portion of the Fee as mutually agreed upon by both the parties shall be paid by First Party to Second Party.
- e. The **Narasaraopeta Engineering College (Autonomous)** Academic Centre will send to the CIPET - SKP the Level wise and Sector-wise lists of students registered for Vocational Education Programme(s) in the Sectors.
- f. The **Narasaraopeta Engineering College (Autonomous)** Academic Centre will conduct appropriate Classes for the Academic content of the Curriculum of the Vocational Education Programme(s) so as to complete the Academic portion within prescribed time.
- g. The **Narasaraopeta Engineering College (Autonomous)** Academic Centre will conduct final examinations and evaluate the students for the Academic portion of the Programme(s) as per the rules and regulations of the Technical Board or University as the case may be.
- h. After receiving a 'Statement of Credits for the Vocational/ Skill portion of the students from the CIPET - SKP, the **Narasaraopeta Engineering College (Autonomous)** Academic Centre will send the combined Academic and Vocational/ Skill portion credits of the students to the Technical Board or University as the case may be.
- i. Wherever such provisions are made by the Technical Board or the University, as the case may be, the **Narasaraopeta Engineering College (Autonomous)** Academic Centre will award a 'Level Certificate' to the student who has successfully completed both the Academic and the Vocational/ Skill portions of the particular Level.
- j. The **Narasaraopeta Engineering College (Autonomous)** Academic Centre shall maintain a record of the registered students and Certificates issued and upload the same on AICTE Web Portal.
- k. The **Narasaraopeta Engineering College (Autonomous)** Academic Centre shall submit details of students registered, evaluation conducted and results to the Technical Board or the University, as the case may be and also upload the same on AICTE Web-Portal.

4. General:

Fee to be charged to students:

- The Level wise Fee to be charged by the **Narasaraopeta Engineering College (Autonomous)** Academic Centre will be informed to the student by the **Narasaraopeta Engineering College (Autonomous)** Academic Centre as well as the **CIPET - SKP** before his/ her registration for the Programme;
- The **Narasaraopeta Engineering College (Autonomous)** Academic Centre will collect from the student and retain with itself the 'Academic Portion Fee' and the **CIPET - SKP** will be given the 'Vocational/ Skill Portion Fee' by – Academic Centre;
- The **Narasaraopeta Engineering College (Autonomous)** Academic Centre will collect the total Fee for the Programme from the students and will transfer the 'Vocational/ Skill Portion Fee' against the number of students to be sent for training at least one month before the onset of training. Any delay in transferring the Fee will entail interest which is mutually decided, calculated on the basis of delay a number of days. After receiving the Fee **CIPET - SKP** will issue Registration cards to the students at least 7 days before the onset of training.

5. No Confidentiality:

There shall not be any confidentiality of any information disclosed by both parties to each other, either in operationalizing this agreement or for the purposes of implementing this agreement. The information sought under the Right to Information Act or otherwise by any student, shall be promptly made available.



6. Effective Date:

This agreement is effective from the date signed by both the parties shall be valid for a period of three years until determined, suspended or terminated earlier.

IN WITNESS WHEREOF, the parties hereto, each acting under due and proper authority have executed 'this mutually binding Memorandum of Understanding as of the date first written above.

AGREED:

Dr. M. SREENIVASA KUMAR
Principal
NARASARAOPETA ENGINEERING
COLLEGE (Autonomous),
Kotappakonda Road,
Narasaraopet, Guntur (Dist.),
Andhra Pradesh - 522 601

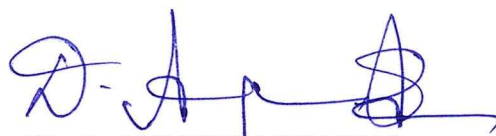

(Authorized Signatory)

NARASARAOPETA ENGINEERING COLLEGE
(AUTONOMOUS)
NARASARAOPET - 522 601.

Witness (Dist.), A.P.

Dr.D.Suneel,

Vice Principal,

NARASARAOPETA ENGINEERING
COLLEGE (Autonomous),



Mr. D. ANJANEYA SHARMA
Sr. Technical Officer
CIPET:CSTS, Vijayawada
Survey No.: 377, Surampalli
Gannavaram (M),
Krishna (Dist.)
Andhra Pradesh - 521 212



(Authorized Signatory)

Seal

Witness:

Mr. Balu. J,

Asst. Technical Officer,

CIPET:CSTS, Vijayawada

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 30TH 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

AUTOTEC

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.

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**MEMORANDUM OF
UNDERSTANDING (MOU)**

BETWEEN

NARASARAOPETA ENGINEERING COLLEGE

&

MITTAPALLI SPINNERS LIMITED

MEMORANDUM OF UNDERSTANDING

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

BETWEEN

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

AND

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

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

WHEREAS:

- A) First Party is a Higher Educational Institution named:
 - (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

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

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:

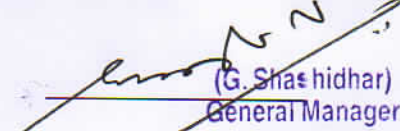
For Narasaraopeta Engineering College


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



For Mittapalli Spinners Limited

For MITTAPALLI SPINNERS LIMITED


(G. Sashidhar)
General Manager

Authorized Signatory



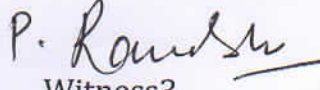
Narasaraopeta Engineering College	Mittapalli Spinners Limited
Kotappakonda Road, Yellamand P.O, Narasaraopet - 522601, Guntur (Dist)	Mittapalli Spinners Limited, Chinaturakapalem(V),Narasaraopet(M), Guntur(DT),Andhra Pradesh ,PIN- 522601
Cell no: 9441895535	Cell no: 9581442701
E-mail: mehhod@nrtec.ac.in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

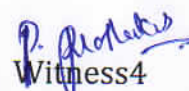

Witness1

(Dr. D.Suneel)


Witness2

(Dr.P.Lakshmanan)


Witness3


Witness4

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 bytexl.in, 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

- 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 rd 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

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

**MEMORANDUM OF
UNDERSTANDING (MOU)**

BETWEEN

NARASARAOPETA ENGINEERING COLLEGE

&

EFFTRONICS SYSTEMS PVT. LTD.

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

Efftronics Systems Pvt. Ltd., 40-15-9, Brundavan Colony, VIJAYAWADA - 520 010., Andhra Pradesh, INDIA. and represented herein by its **CEO, Mr.D.Rama Krishna,** (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) **Efftronics Systems Pvt. Ltd.** , 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) 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 Efftronics Systems Pvt. Ltd. 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 Efftronics Systems Pvt. Ltd.
- 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:** Efftronics Systems Pvt. Ltd. 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 Efftronics Systems Pvt. Ltd. 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 Efftronics Systems Pvt. Ltd. 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:** Efftronics Systems Pvt. Ltd. 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 Efftronics Systems Pvt. Ltd. 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:** Efftronics Systems Pvt. Ltd. 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:** Efftronics Systems Pvt. Ltd. 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:** Efftronics Systems Pvt. Ltd. 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 **Efftronics Systems Pvt. Ltd.** the Second Party, as the case may be, will take effective steps for implementation of this MoU. Any act on the part of **Efftronics Systems Pvt. Ltd.**, 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 Efftronics Systems Pvt. Ltd.** 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.**

AGREED:

For **Narasaraopeta Engineering College**

For **Efftronics Systems Pvt. Ltd.**



Principal
Authorized Signatory




Authorized Signatory


PRINCIPAL
NARASARAOPETA ENGINEERING COLLEGE
(AUTONOMOUS)

Narasaraopeta Engineering College
Kotappakonda Road, Yellamand P.O,
Narasaraopet - 522601, Guntur (Dist) A.P

Efftronics Systems Pvt. Ltd.

Efftronics Systems Pvt. Ltd.,
40-15-9, Brundavan Colony
VIJAYAWADA - 520 010.
Andhra Pradesh, INDIA.

Cell no: 9440757039


Cell no:
91-866-2466675


E-mail: principal@nrtec.ac.in

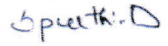
E-mails : hr@efftronics.com


Web: nrtec.ac.in

Web: www.efftronics.com


Witness1
(Dr. V. VENKATARA0)


Witness2
(Dr. P. LAKSHMANAN)


Witness3
(D. Spurthi)


Witness4
(G. RENUKA MADHURI)



Certificate of Membership

This is to certify that

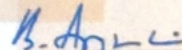
NARASARAOPETA ENGINEERING COLLEGE
NARASARAOPET , ANDHRA PRADESH

is an Associate Member of ICT Academy.

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

ap.ictacademy.in




Dr B Anbuthambi
President

Between Narasaraopeta Engineering College and IBM

This is a Memorandum of Understanding (MOU) between International Business Machines Corporation (IBM) and Narasaraopeta Engineering College. The purpose of this MOU is to confirm the collaboration between Narasaraopeta Engineering College and IBM with respect to our intention to work together in the areas of skills, curriculum development, and research, subject to negotiation of a mutually acceptable definitive written agreement(s).

To ensure that the parties understand the nature and the purpose of these discussions so that no misunderstanding occurs, we wish to document the status of the parties' discussions as of this date and provide a framework for ongoing discussions. This MOU sets forth the intentions and understandings of the parties to facilitate our subsequent discussions and evaluations.

Objectives

Narasaraopeta Engineering College's academic and collaborative interests with this potential relationship are initially focused in the following areas:

- Artificial Intelligence
- Quantum
- Cloud
- Cybersecurity
- Data Science
- Internet of Things
- Design Thinking

IBM's business interests specific to this potential relationship are initially focused in these areas:

- To build meaningful lasting relationships with universities around the globe.
- Aligned with IBM's Global Ecosystem spanning 170 countries.
- Focused on:
 - Minority Populations – IBM is committed to increasing access to technology training and supporting job creation for minorities and marginalized communities across the world.
 - Innovation – IBM Corporate Social Responsibility engages with strategic university relationships and collaborates on projects that will help fill the highest priority capability gaps.
 - Global Collaboration – IBM Corporate Social Responsibility collaborates with a broader set of researchers aligned with strategic challenges, sharing state of the art ideas.
 - Building University Capacity – Contribute content and access to cutting edge technology that enables students to be competitive in the technology job market.
 - IBM University Awards – IBM Corporate Social Responsibility sponsors various competitive awards for faculty and universities worldwide.

In engaging in such a relationship, Narasaraopeta Engineering College and IBM believe that each institution will benefit from expanded opportunities in the research, skills, and curriculum development space. Narasaraopeta Engineering College and IBM intend to regularly review the status and progress of this potential relationship with respect to the following areas. These discussions are non-binding.

IBM Responsibilities

Under the proposed relationship, IBM intends to:

- Assist with skills development and curriculum improvements by making available select software, courseware, and other resources of the IBM Academic Initiative
- Provide faculty and students with the opportunity to explore educational resources, tutorials, and experiment with quantum devices through the IBM Q Experience.
- Collaborate to deploy the IBM Skills Academy, including:
 - Online learning resources
 - Cloud access for hands on labs
 - Curated content

- New industry assets as technology changes
 - Digital Certificates
- Make available information about the IBM University Award Programs. As appropriate, IBM will work with Narasaraopeta Engineering College to submit joint applications for awards, subject to the selection procedures.
- Identify, if possible, volunteer IBM University Ambassadors interested in academic roles, including answering technology questions, providing guest lectures, mentoring students, or participate in projects.

Narasaraopeta Engineering College Responsibilities

Under the proposed relationship, Narasaraopeta Engineering College intends to:

- Provide updates to IBM regarding research or curriculum development in strategic areas important to IBM, such as Artificial Intelligence, Cloud, and/or Quantum Computing.
- Invite qualified IBMer(s) to become a member of Department Advisory Committees or other opportunities for Industry feedback on campus.
- Subject to availability and the sole determination of Narasaraopeta Engineering College, provide space for IBM posters or displays on campus.

General terms

- A. Term and Termination.** This MOU will guide the further discussions of the parties until the signing of a definitive agreement, if any. After such date, neither party shall have any further obligations to the other party pursuant to this MOU, except as expressly provided in this MOU. This MOU and the negotiation of a definitive agreement are terminable at will by either party. All discussions, proposals, term sheets, draft agreements and other similar materials will be null and void if discussions are terminated.
- B. Nonexclusive Relationship.** This MOU outlines a non-exclusive commercial relationship between IBM and Narasaraopeta Engineering College. Nothing contained in this MOU shall be deemed to be a restriction of any type on either party's ability to freely compete or to engage "partnering" relationships with other entities. Any decision by either party to forego, or engage in any other business opportunity or any other activity, to alter any business plan or direction, or to make any investment in anticipation of the consummation of any transaction contemplated by the parties, is at the sole discretion of the party electing to do so, and will not create any actual or potential liability or obligation for the other party, even if that party is aware of, or has been informed of or has indicated approval of any such action, decision or election unless agreed to otherwise in an agreement signed by both parties. In the event of termination of this MOU, neither party will be restricted because of these discussions and in any event each party is free to pursue a similar business relationship with others at any time.
- C. Preliminary Nature of Discussions.** During the parties' discussions, the parties will likely exchange written or oral proposals, term sheets (including without limitation the responsibilities' outline contained herein), draft agreements or other similar materials. Neither party may rely on, be bound by, or have any obligation under any such discussion, proposal, term sheet, draft agreement or other preliminary material, even if signed by one or both parties, except for a definitive written agreement signed by an authorized representative of each party that encompasses the subject matter of any such materials. In addition, the parties agree as follows:
1. The parties acknowledge and agree that the proposed business relationship between the parties and the execution of the definitive agreement by Narasaraopeta Engineering College and IBM is subject to all applicable legal and regulatory requirements and all necessary corporate and other approvals of the parties and their respective shareholders, members and/or partners.

2. Neither Narasaraopeta Engineering College nor IBM nor any of their respective shareholders, members, partners or affiliates will issue any release or other publicity concerning this MOU except with the prior written approval of the other party. The parties agree to cooperate with respect to any news release or other publicity regarding the foregoing.
 3. This MOU shall be read and interpreted with all changes of gender or number required by the context according to the ordinary and usual meaning of words, but words with recognized technical or trade meanings shall be interpreted according to such recognized meanings.
 4. The cost incurred by each party with respect to these discussions, and all subsequent negotiations of the proposed agreement, whether resulting in an agreement or not, and including without limitation legal and attorney, technical and research, financial and other advisory fees, will be borne solely by the party which incurred them.
- D. Export:** Narasaraopeta Engineering College acknowledges that the U.S. Export Administration Act of 1979, as amended, (and its implementing regulations, as amended) prohibit the export of technology, software and/or commodities to certain specified countries. Each party agrees to comply and to reasonably assist the other in complying with applicable government export and import laws and regulations. Further, each party agrees that unless authorized by applicable government license or otherwise permitted by regulation, including but not limited to U.S. authorization, both parties will not directly or indirectly export or reexport, at any time, any technology, software and/or commodities furnished or developed under this or any other, Agreement between the parties, or its direct product, to any prohibited country (including release of technology, software and/or commodities to nationals, wherever they may be located, of any prohibited country) as specified in applicable export, embargo, and sanctions regulations. This section will survive after termination or expiration of this Agreement and will remain in effect until fulfilled.
- E.** The existence and substance of this MOU and the provision of services contemplated hereby will be kept confidential and will not be disclosed by any party hereto to any third party without the prior written consent of the other party hereto. Notwithstanding the foregoing, any party may make such public disclosure as, on the advice of counsel, is required by law or by applicable stock exchange regulations, in which case such party will consult with the other party and gain such party's written approval prior to making such disclosure.
- F.** The parties acknowledge that the exchange of confidential information by [Institute] and IBM in connection with this MOU will be governed by the terms and conditions of that certain Agreement for Exchange of Confidential Information, attached hereto as Attachment 1.
- G.** The parties agree that (i) the activities intended by this MOU may not be successfully completed; (ii) the results achieved may not be as anticipated; and (iii) these activities may not lead to any announced or generally available or limited offering. Any decision by any party to forego, or engage any other business opportunity, to alter or supplement any business plan of direction, or to make any investment in anticipation of the consummation of any transaction contemplated hereunder, is at the sole discretion of the party electing to do so, and will not create any actual or potential liability or any obligation for the other party, even if that party is aware of, or has been informed of, or has indicated approval of, any such action, decision, or election.
- H.** For any claim related to the subject matter of this MOU, the damaged party shall not be entitled to recover any actual and direct damages unless and until a definitive agreement has been signed. This will apply regardless of the form of action, whether in contract or in tort, including negligence. In no event will either party be liable for any lost profits, lost savings, incidental damages, or other economic consequential damages, even if advised of the possibility of such damages. In addition,

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IBM Memorandum of Understanding
IBM Corporate Social Responsibility

neither party will be liable for any damages claimed by the other party based on any third party claim.

- I. This Memorandum of Understanding shall be governed by and construed in accordance with the laws of India, without regard to its conflict of laws provision.
- J. In the event of any dispute or difference arising out of or relating to this MOU or the breach thereof, the Parties hereto shall use their best endeavors to settle such disputes or differences amicably. To this effect they shall consult and negotiate with each other in good faith and understanding of their mutual interests to reach a just and equitable solution satisfactory to both Parties, with or without the assistance of a mediator. If the Parties do not reach such solution within a period of thirty (30) days, then the dispute shall finally be settled and determined by arbitration in accordance with the Arbitration and Conciliation Act, 1996 or any amendment thereof. The place of arbitration shall be Bangalore and the language used in the arbitral proceedings shall be English. Arbitration shall be conducted by an arbitral tribunal consisting of three arbitrators. Each of the Parties shall nominate an arbitrator and the third arbitrator shall be nominated by the aforesaid two arbitrators. The arbitral award shall be in writing and shall be final and binding on each Party and shall be enforceable in any court of competent jurisdiction.
- K. Nothing contained in this MOU will be deemed to grant any ownership in, or license to, any patents, inventions, copyrights or trademarks of either party, whether made under this MOU or not. Each party will own any intellectual property created by it during the period of the MOU. In case a party wants to use the other party's intellectual property as created above for internal purposes, it would have to acquire appropriate licenses and rights from the other party, under a separate agreement. Each party will continue to own any pre-existing material contributed by it.

This MOU supersedes all prior proposals and discussions and is the complete and exclusive statement of the understanding between IBM and Narasaraopeta Engineering College as to the subject matter. This MOU cannot be modified except by a comprehensive writing signed by an authorized representative of each party that specifically amends this MOU. If this document adequately sets forth your understanding of our intentions, please indicate your agreement by signing below and return via email.

Acknowledged for:

IBM

Signature _____

Name: Lydia Logan

Title: Vice President
Global Education and Workforce Development
IBM Corporate Social Responsibility

Date: June 6, 2022

Narasaraopeta Engineering College

Signature: _____

Print name: Dr. M Sreenivasa Kumar

Title: Principal

Date: 19-05-2022

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





Attachment 1

Agreement for Exchange of Confidential Information

Our mutual objective under this Agreement is to provide protection for confidential information (Information) while maintaining our ability to conduct our respective business activities. Each of us agrees that the following terms apply when one of us (Discloser) discloses Information to the other (Recipient).

1. Disclosure

Information will be disclosed either:

- 1) in writing;
- 2) by delivery of items;
- 3) by initiation of access to Information, such as may be in a data base; or
- 4) by oral or visual presentation.

Information should be marked with a restrictive legend of the Discloser. If Information is not marked with such legend or is disclosed orally, the Information will be identified as confidential at the time of disclosure.

2. Obligations

The Recipient agrees to:

- 1) use the same care and discretion to avoid disclosure, publication or dissemination of the Discloser's Information as it uses with its own similar information that it does not wish to disclose, publish or disseminate; and
- 2) use the Discloser's Information for the purpose for which it was disclosed or otherwise for the benefit of the Discloser.

The Recipient may disclose Information to:

- 1) its employees who have a need to know, and employees of any legal entity that it controls, controls it, or with which it is under common control, who have a need to know. Control means to own or control, directly or indirectly, over 50% of voting shares; and
- 2) any other party with the Discloser's prior written consent.

Before disclosure to any of the above parties, the Recipient will have a written agreement with the party sufficient to require that party to treat Information in accordance with this Agreement.

The Recipient may disclose Information to the extent required by law. However, the Recipient will give the Discloser prompt notice to allow the Discloser a reasonable opportunity to obtain a protective order.

3. Confidentiality Period

Information disclosed under this Agreement will be subject to this Agreement for two years following the initial date of disclosure.

4. Exceptions to Obligations

The Recipient may disclose, publish, disseminate, and use Information that is:

- 1) already in its possession without obligation of confidentiality;
- 2) developed independently;
- 3) obtained from a source other than the Discloser without obligation of confidentiality;
- 4) publicly available when received, or subsequently becomes publicly available through no fault of the Recipient; or

- 5) disclosed by the Discloser to another without obligation of confidentiality.

The Recipient may use in its business activities the ideas, concepts and know-how contained in the Discloser's Information which are retained in the memories of Recipient's employees who have had access to the Information under this Agreement.

5. Disclaimers

THE DISCLOSER PROVIDES INFORMATION WITHOUT WARRANTIES OF ANY KIND.

The Discloser will not be liable for any damages arising out of the use of Information disclosed under this Agreement.

Neither this Agreement nor any disclosure of Information made under it grants the Recipient any right or license under any trademark, copyright or patent now or subsequently owned or controlled by the Discloser.

6. General

This Agreement does not require either of us to disclose or to receive Information.

Neither of us may assign, or otherwise transfer, its rights or delegate its duties or obligations under this Agreement without prior written consent. Any attempt to do so is void.

The receipt of Information under this Agreement will not in any way limit the Recipient from:

- 1) providing to others products or services which may be competitive with products or services of the Discloser;
- 2) providing products or services to others who compete with the Discloser; or
- 3) assigning its employees in any way it may choose.

The Recipient will 1) comply with all applicable export and import laws and regulations, including associated embargo and sanction regulations, and 2) unless authorized by applicable governmental license or regulation, not directly or indirectly export or re-export any technical information or software subject to this Agreement (including direct products of such technical information or software) to any prohibited destination or country (including release to nationals, wherever they may be located, of any prohibited country) as specified in such applicable export regulations. This paragraph will survive the termination or expiration of this Agreement and the confidentiality period above and will remain in effect until fulfilled.

Only a written agreement signed by both of us can modify this Agreement.

Either of us may terminate this Agreement by providing one month's written notice to the other. Any terms of this Agreement which by their nature extend beyond its termination remain in effect until fulfilled, and apply to respective successors and assignees.

Both of us consent to the application of the laws of India to govern, interpret, and enforce all of your and our rights, duties, and obligations arising from, or relating in any manner to, the subject matter of this Agreement, without regard to conflict of law principles.


This Agreement is the complete and exclusive agreement regarding our disclosures of Information, and replaces any prior oral or written communications between us regarding these disclosures. By signing below for our respective enterprises, each of us agrees to the terms of this Agreement. Once signed, any reproduction of this Agreement made by reliable means (for example, photocopy or facsimile) is considered an original.

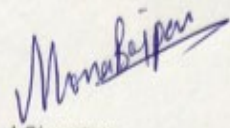
IBM Memorandum of Understanding
IBM Corporate Social Responsibility

IBM Memorandum of Understanding
IBM Corporate Social Responsibility

Agreed to:
Narasaraopeta Engineering College

Agreed to:
IBM India Private Limited

By [Institute] 
Authorized Signature
Name (type or print): Dr. M Sreenivasa Kumar
Date: 19-05-2022
Identification number: 1803101
Address: Kotappakonda Road, Narasaraopet
Guntur, Andhra Pradesh 522601

By 
Authorized Signature
Name (type or print): Mona Bharadwaj
Date: 3-6-2022
Agreement number:
IBM address: No. 12, Subramanya Arcade,
Bannerghatta Road, Bangalore 560029, India.

After signing, please return a copy of this Agreement to the "IBM address" shown above.

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

