

MEMORANDUM OF UNDERSTANDING

Between

**DVR & Dr. HS MIC COLLEGE OF TECHNOLOGY
KANCHIKACHERLA - 521180**

and

**CODEGNAN IT SOLUTIONS PVT LTD
VILAYAWADA - 530010**

15th May 2023


PRINCIPAL
DVR & Dr. HS MIC College of Technology
Kanchikacherla, N.T.R. Dt.
Andhra Pradesh, India - Pin: 521180



Serial No. 2338
Purchased By
B. RADARATHAN NIGAM
W/O SRINIVASA RAO
VJAYAWADA

Designation: 20
Port: NARAYANAPRADESHI

Date: 06-08-2023

Stamp S. No. MAA 44829
84AA 446329
Sub-Registrar
Ex. Office Stamp Vendor
SRO Vijayawada

MEMORANDUM OF UNDERSTANDING (MOU)

This MOU is between DVR & Dr. HS MIC College of Technology and Codegnan IT Solutions Pvt Ltd. for the purpose of enriching the technical education process and to jointly work for enhancing the quality of education imparted to students of Information Technology discipline and for continuous interaction between Industry and Institution.

DVR & Dr. HS MIC College of Technology located at Kanchikacherla, NTR District, A.P., India is approved by AICTE, New Delhi and Govt. of A.P. & affiliated to JNTU, Kakinada. Codegnan IT Solutions Pvt Ltd is edtech corporate concentrates on bringing additional skill sets to campus so that students during the course of their graduation would have the ability to master upcoming technology/communication skills in addition to their basic graduation course at college. Students can make use of these to become globally certified, thereby become employable with best packages.

Contd..2.


PRINCIPAL
DVR & Dr. HS MIC College of Technology
Kanchikacherla, N.T.R. Dt.
Andhra Pradesh, India - Pin. 521160

Terms & Conditions:

1. Nature of Relationship

- 1.1 This MOU is for collaboration between both parties, for mutual benefit, for many purposes set out in Annexure - I to enhance quality of the educational experience for students of the college.
- 1.2 This MOU shall be valid for 5 years from the date and each party shall be at full liberty to terminate the collaboration with a notice period of 2 months.
- 1.3 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.
- 1.4 The Institute (DVR & Dr. HS MIC College of Technology) will have to bear all expenses such as providing infrastructure, network and Internet access and other facilities required for the education and training.

2. Mutual Obligation

- 2.1 This 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 belonging to 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.
- 2.4 Both parties shall maintain confidentiality about any information, plans, discussions, strategies or any material which shall be deemed to be confidential and marketed accordingly.

Contd..3.


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Andhra Pradesh, India - Pin: 521180

3. Liabilities and Warranties

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

4. General

- 4.1 Both parties will designate a representative from its side who will be the 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 Both parties will be regularly in touch with each other and explore setting up/ development of, related research projects in the college/industry.
- 4.4 Any dispute under this MOU will be settled in Vijayawada by mutual discussions.


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Andhra Pradesh, India - Pin: 521180

ANNEXURE-I

PURPOSE/SCOPE OF THE COLLABORATION:

1. Codegnan IT Solutions will permit a few batches of second, third and final year students of DVR & Dr. HS MIC College of Technology to select and carry out the project work under the joint guidance as part of Internships.
2. Codegnan IT Solutions will provide industrial trainings for faculty members of DVR & Dr. HS MIC College of Technology.
3. Codegnan IT Solutions will from time to time participate/ render guidance in the activities of technical orientation conducted by DVR & Dr. HS MIC College of Technology by way of Guest Lectures, Technical Seminars, Workshops, FDP's and other events for the benefit of the faculty and students.
4. Codegnan IT Solutions will offer Research & Consultancy Services.
5. Depute their executives to the college for campus interviews, depending upon the necessity.
6. Codegnan IT Solutions will offer their services for curriculum design to DVR & Dr. HS MIC College of Technology.
7. Permit students of DVR & Dr. HS MIC College of Technology for site visits for a day to any of their project sites.
8. DVR & Dr. HS MIC College of Technology will give lectures/trainings to company employs in the relevant subjects of engineering and extend the services of their library, laboratories and workshop facilities for joint research and development on various technologies.

Contd..2.


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Kanshikacherta, N.T.R. Dt.
Chhara Pradesh, India - Pin: 521180

: 2 :

In witness whereof parties hereto have signed this Incubation Agreement on the date and year mentioned hereinafter.

For & on behalf of

Signature (U. Sairam)

Name: U. SAIRAM

Designation FOUNDER & CEO

Seal:



For & on behalf of

Signature (D. T. V. Vamshekiran)

Name: D. T. V. VAMSEKIRAN

Designation: PRINCIPAL

Seal:




PRINCIPAL
DVA & Dr. HS MIC College of Technology
Kanchikacherla, N.T.F. Dt.
Andhra Pradesh, India - Pin: 521180



CHIP ELECTRONICS TRAINING INSTITUTE

(Design Your Career)

Door No: 33-21-4, First Floor, Seetharampuram Signals
Elur Road, Vijayawada-500002.



**MEMORANDUM OF UNDERSTANDING BETWEEN
CHIP ELECTRONICS TRAINING INSTITUTE AND DVR & Dr. HS MIC College
of Technology**

11th May 2023.

This Memorandum of Understanding (MOU) is entered into on this 11th May 2023 by CHIP ELECTRONICS TRAINING INSTITUTE , Vijayawada and between DVR & Dr. HS MIC College of Technology), Kanchikacherla (Electronics and Communication Engineering Department). CHIP ELECTRONICS TRAINING INSTITUTE and MIC agree that cooperation in research collaborations, workshops, Students Internship program and Faculty development Programs. The areas of cooperation may include, subject to mutual consent, any desirable and feasible activity that would further the goals of each institution. Such interaction may include cooperation in a variety of joint academic and educational activities such as:

- Joint research projects and publications, including work by undergraduate, graduate, and post-doctoral students at the partner institutions;
- Faculty and student exchanges based on reciprocity;
- Reciprocal placement of students in paid internships and co-ops, when possible;
- Joint conferences and workshops;
- Team taught courses, including online courses; and
- Visits by faculty, professional staff, and students.

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DVR & Dr. HS MIC College of Technology
Kanchikacherla, N.T.R. Dt,
Andhra Pradesh, India - Pin 521180



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Door No: 33-21-4, First Floor, Seetharampuram Signals,
Blur Road, Vijayawada-500002.



The parties anticipate that a number of these initiatives will occur during the period of this MOU. However, neither party is obligated to agree to any Minimum number of activities, nor is this MOU intended to preclude either party from entering into similar agreements with other institutions.

This MOU shall be identified as the parent document of any program agreement executed between the parties. Further agreements concerning any program shall provide details concerning the specific commitments made by each party and shall not become effective until they have been reduced to writing, executed by the duly authorized representatives of the parties.

Cooperation in Education and Research

In order to facilitate student exchanges between CHIP ELECTRONICS TRAINING INSTITUTE and MIC, the following section provides general procedural information under which the exchange of students between the two institutions will take place. Specific procedures, requirements and duties of the parties in connection with student exchanges shall be set forth in a separate written program agreement to be executed by the parties. Cooperation and exchanges may take place with undergraduate and graduate students. This exchange program will be agreed for the academic year for MIC (ELECTRONICS AND COMMUNICATION ENGINEERING DEPARTMENT) 2022 to 2023.

Students may engage in paid co-op or paid internship opportunities through placements by the host institution, providing they meet the legal criteria.

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DVR & Dr. HS MIC College of Technology
Kanchikacherla, N.T.R. Dt.
Andhra Pradesh, India - Pin: 521180



CHIP ELECTRONICS TRAINING INSTITUTE

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Elur Road, Vijayawada-500002.



Responsibilities of MIC for academic semester or academic year

Exchanges:

The MIC will:

- Register its own students for the duration of the exchange.
- Submit to the host institution the names and academic credentials of students who would like to participate in an exchange.
- Provide the host institution with names of courses that are essential to their own students' curricular plan.
- Ask the student to advise the host institution of any circumstances that may affect his or her year abroad (e.g. medical condition, Disability status).
- Advise its students about academic and cultural expectations at the host institution.

Signed by:

Purao
For CHIP ELECTRONICS
TRAINING INSTITUTE

Name: Mr. R. UPENDAR RAO.

Designation: Managing Director

Date: 11-05-2023

Place: VIJAYAWADA

Signed by:

Ch. Pulla Rao
For between DVR & Dr. HS MIC
COLLEGE OF TECHNOLOGY

Name: Dr Ch Pulla Rao

Designation: HOD-ECE

Date: 11-05-2023

Place: Kanohikacherla.

Ch. Pulla Rao
PRINCIPAL
DVR & Dr. HS MIC College of Technology
Kanohikacherla, N.T.R. Dt.
Vijayawada, Andhra Pradesh, India. 521180

ACADEMIC PARTNER CERTIFICATE

Awarded to

DVR & Dr. HS MIC College of Technology

as a highly valued partner for

Celonis Academic Alliance

Together we strive to
educate the Process Miners of tomorrow
and accelerate innovation through strong collaboration.

Certificate Number : CEL-EDU-2022-019

Certificate Date : 14 July 2022


JEROME GEYER-KLINGENBERG
Head of Academic Alliance, Celonis SE

 **Eduskills**
Regional Academy



PRINCIPAL
DVR & Dr. HS MIC College of Technology
Kanchikachanda, 77.9, Dt.
Vishva Pradesha, India - Pin- 501180

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding is executed on this 29th day of June 2022 by and between: -

M/s. BYTEXL INDIA PRIVATE LIMITED (A subsidiary of KP2 Associates INC, 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

DVR & Dr. HS MIC College of Technology having its operations at NH 9, Vijayawada - Hyderabad Hwy, Kanchikacherla, Andhra Pradesh 521180 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 IT skilling, which may include skilling on programming languages, emerging technologies such as cyber security, artificial intelligence, deep learning, Full stack development and cloud/DevOps.
- 2) 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 Second Party shall ensure that the 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
2. 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, Public Relation (PR) activities or any other marketing material.
3. The First Party and Second Party may 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.
4. The first party expects necessary support and cooperation from the second party to have at least 90% classroom attendance for Instructor-led sessions. And at least 75% engagement on the learning platform for better outcomes.


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Andhra Pradesh, India - Pin: 521180

5. 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. PROGRAM OFFERING AND FINANCIAL ARRANGEMENTS

Graduation Year	Description	Students
2025 Batch	Training Period: During Second Year	700
Level-1	This program gives awareness to students on the in-demand foundation skills required for placements Duration: Duration: 140 hours (70 hours per semester) Training mode: Hybrid Delivery	Batch Size: Minimum 80 Students per class.
2025 Batch	Training Period: During Third Year	700
Level-2	This program gives awareness to students on the in-demand intermediate to advance skills required for placements Duration: 140 hours (70 hours per semester) Training mode: Hybrid Delivery	Batch Size: Minimum 80 Students per class.
2025 batch	Training Period: During Fourth Year	700
Level-3	This program prepares student for company specific modules & problem solving. Duration: 60-80 hours Training mode: Hybrid Delivery	Batch Size: Minimum 80 Students per class.
Explore Platform	Online platform for courses, assessments, labs, practice & coding challenges	


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Kanchikacharla, N.T.R. Dt.
GATE Pudoor, India Ph: 821100

Graduation Year	Description	Students
2024 Batch	Training Period: During Third Year	700
Level-1	This program gives awareness to students on the in-demand foundation skills required for placements Durables: Duration: 140 hours (70 hours per semester) Training mode: Hybrid Delivery	Batch Size: Minimum 80 Students per class.
2024 Batch	Training Period: During Fourth Year	700
Level-2	This program gives awareness to students on the in-demand intermediate to advance skills required for placements Duration: 140 hours (70 hours per semester) Training mode: Hybrid Delivery	Batch Size: Minimum 80 Students per class.
Explore Platform	Online platform for courses, assessments, labs, practice & coding challenges	

Graduation Year	Description	Students
2023 Batch	Training Period: During Fourth Year	600
	This program gives awareness to students on the in-demand skills required for placements Duration: Duration: 140 hours Training mode: Hybrid Delivery	Batch Size: Minimum 80 Students per class.
Explore Platform	Online platform for courses, assessments, labs, practice & coding challenges	

Pricing Terms and Conditions –

1. The detail of pricing is confidential and must not be disclosed to anyone.
2. The actual price would vary based on the actual number of students enrolled for the program.
3. For offline trainings the minimum batch size per class is expected to be 80 students.
4. Offline Training schedules are expected to be planned with six hours per day per Trainer.
5. Payment schedule
 - a. Payment specific to concerned Academic Year to be paid as 100% advance at start of the training.


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Kanchikachem, V.V.P. Di.
 Andhra Pradesh, India – Pin: 521160

- b. First party to raise invoice 1 week prior to start of the training program for the academic year. The payments from the second party are expected to be made within 7 days from the date of invoice.

Proposed Program - Explore Platform Features & Inclusions

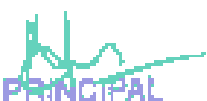
SKUs	Value proposition
Explore Platform (With integrated Advanced IDE) Hybrid Learning Delivery	Learning Modules: Hybrid Learning - Programming Languages & Technologies Competitive Coding & Niche skills Self-learning - Company Specific Assessments – (For National Level Talent Tests) Practice Modules – for technical & non-technical Basic to Advanced level learning components Ungraded Daily Practice Exercises Graded Mock / Grand Assessments Hands-on coding labs for experiential learning Coding Challenges Company Specific Tests (Objective and Coding) Learning Methods Integrated Learning Platform Reading Content with AI enabled Video lectures Language agnostic In-built coding editor with auto grading capability Hands on Test Cases for practice on Advanced IDE (Integrated Developer Environment)

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

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


PRINCIPAL
DVR & Dr. HS MIC College of Technology,
 Kanchikacheru, M.T.P. EN,
 Andhra Pradesh, India – Pin: 521180
www.bytexl.in

VII. DURATION

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.
2. Financial arrangements in this MOU are valid only for the training period.

VIII. Cancellation / Postponement

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

IX. Modification in MOU

1. All / any modification leading to changes in the MOU shall be considered only when accepted mutually in writing by both the parties by signing the amendment to the MOU.

IN WITNESS WHEREOF, this Memorandum of Understanding is executed on this 29th day of June 2022 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

June 29, 2022

SECOND PARTY


PRINCIPAL
OVR & Dr. HS MIC College of Technology
Kanchikacherla, N.T.R. Dt.
Andhra Pradesh, India – Pin: 521180

A CSR initiative sponsored by

Honeywell

Implemented by



ICTACADEMY

CERTIFICATE OF MEMBERSHIP

This is to certify that

DVR & DR. HS MIC COLLEGE OF TECHNOLOGY
VIJAYAWADA, ANDHRA PRADESH

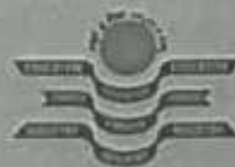
has been recognized as

Center of Excellence for Youth Empowerment

to train youth students on Advanced IT Skills

under Honeywell Student Empowerment Program.

Host Institution



172065 | 05 December 2022

Pooja Shakran

Authorized Signatory
Honeywell

HS
PRINCIPAL

DVR & Dr. HS MIC College of Technology
Vijayawada, N.T.R. Dt.

Andhra Pradesh, India - Pin: 521180

Harilalchandran

Harilalchandran
CEO, ICT Academy

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (the "MOU") is entered into on 22nd day of November 2021 (the "Effective Date"), by and between:

Sorting Hat Technologies Private Limited, a private company incorporated under the provisions of the Companies Act, 2013 bearing CIN U72200KA2015PTC082063 and having its registered office at Maruti Infotech Centre, 3rd Floor, A-Block, Domlur, Koramangala Inner Ring Road, Bangalore- 560 071, Karnataka, India (hereinafter referred to as "CodeChef", which expression shall, unless repugnant to the meaning or context thereof, be deemed to include its legal representatives and permitted assigns) of the **FIRST PART**;

AND

DVR & Dr H S MIC College of Technology, an institution in India with its campus at Kanchikacherla, Krishna District. Andhra Pradesh, (hereinafter referred to as "College", which expression shall, unless repugnant to the meaning or context thereof, be deemed to include its legal representatives and permitted assigns) of the **SECOND PART**;

The CodeChef and the College shall thereafter, as the context may require, individually be referred to as a "Party" and collectively be referred to as the "Parties".

WHEREAS:



- i. The College is engaged in education to students across various domains.
- ii. The Parties wish to enter into a collaboration wherein CodeChef shall provide one-year free access to its platform, to the students and faculty of the College.
- iii. The College has represented and warranted to CodeChef that it has relevant authority, permit and licenses to fulfill its obligations under this MoU and based on the said representation and warranties, CodeChef has agreed to enter into this MoU with the College on a non-exclusive basis and the Parties have agreed to fulfil their obligations under this MoU.

NOW THEREFORE, in consideration of the mutual promises and covenants contained herein, the Parties agree as follows

1. The College will share the details of approximately 200 students each with CodeChef, from its various batches in a spreadsheet with basic fields such as Student Name, Batch, Roll number and CodeChef username).
2. The College shall share the student details to CodeChef team on a timely basis and in one-go. For this, the college shall encourage its students to create accounts with complete profile information on CodeChef.
3. The College shall share its curriculum, broken down into weekly sections, with CodeChef or shall follow the curriculum given by CodeChef.



4. Separate orientation sessions shall be offered to faculty and students of the College on a time mutually decided by both the parties. CodeChef shall organize meeting(s) with the faculty of the College to understand the curriculum in depth, and select problems per topic.
5. Periodic practice sessions & Assessment-based tests (for grading) shall be created by CodeChef for the students and shared regularly with the College.
6. Monthly report shall be sent to the College about the students' overall performance on CodeChef.
7. CodeChef has no liability whatsoever other than that of providing access to the platform for one year and creating assessment-based tests.
8. College and CodeChef agree that the information shared during the term of this MoU is confidential in nature and shall not disclose it with any third-party without prior written consent.
9. College hereby agrees to indemnify and save harmless CodeChef including, where applicable, its affiliates, directors, officers, employees and agents (each such party being an "Indemnified Party") harmless from and against and agree to be liable for any and all losses, claims, actions, suits, proceedings, damages, liabilities or expenses of whatever nature or kind, incurred by the Indemnified Party that arises out of:
 - a) breach of any of its obligations, covenants or representations and warranties under this Agreement; or
 - b) Violation of any applicable laws; or
 - c) Infringement of any third-party intellectual property rights;
10. This MoU shall be valid for a period of one year from Effective Date.
11. This MoU may be terminated at any time by either Party upon fifteen (15) days written notice to the other party.
12. This MoU shall be governed by the laws of India. The courts of India shall have exclusive jurisdiction.
13. In the event that the Parties desire to change, add, or otherwise modify any terms, they shall do so in writing to be signed by both parties.

The Parties agree to the terms and conditions set forth above as demonstrated by their signatures as follows:

Signature		
Name	Abhishek Pipara	Dr. K. Srinivas

Title	VP - Finance	Principal
	For, Code Chef	For, College

Witnesses:

Signature		
Name	Hrishikesh Anil Kelkar	D Prasad
Title	VP- CodeChef	Head, Dept of CSE, College

Alteryx SparkED Partner

PRESENTED TO _____

DVR & Dr. HS MIC College of Technology

This Certificate of Acknowledgement confirms that DVR & Dr. HS MIC College of Technology has successfully completed all requirements to become an Alteryx SparkED Partner.



Eduskills[®]



alteryx

SPARKED

NOV 15, 2022

Certification Date

553

Certification Number



PRINCIPAL
DVR & Dr. HS MIC College of Technology

Kancharikachera, N.T.R. DL.

Andhra Pradesh, India - Phn: 521180

Olivia Duane Adams

Olivia Duane-Adams, CAO, Alteryx

CERTIPOINT AUTHORIZED TEST CENTER AGREEMENT

This CATC AGREEMENT (the "Agreement"), is entered into as of the last date indicated below (the "Effective Date"), by and between Certiport®, a business of NCS Pearson, Inc., a corporation organized under the laws of the State of Minnesota, United States of America, having its principal offices at 5601 Green Valley Drive, Bloomington, Minnesota, 55437 ("Certiport"), and

DVR & Dr. HS MIC College of Technology

having its principal offices at

Kanchikacherla, Kanchikacherla 521180, India

("Company" or "Licensee") recognized hereinafter as a "CATC."

WHEREAS, Certiport is an independent provider of educational, assessment and certification programs and related products and services; and

WHEREAS, Company owns and operates a testing center with facilities that meet Certiport's testing center technical requirements, as well as the CATC Guidelines, Policies, and Procedures described in Exhibit A and Company desires to have its facility recognized and appointed by Certiport as a "CATC" in the Territory and/or Sector(s) as described in Exhibit B;

NOW, THEREFORE, the parties agree as follows:

1. **Definitions.** The following terms shall have the following meanings for the purpose of this Agreement:
 - 1.1. "Assessment Exam" means any test that is intended to measure the skill, knowledge, intelligence, capacity or aptitude of the Examinee with respect to the subject matter thereof.
 - 1.2. "CATC" means Certiport Authorized Test Center, a party authorized pursuant to a license granted by Certiport to act as a testing center under the name "CATC" to administer the Certiport Pathway Solutions and Methods.
 - 1.3. "CATC Policies, Guidelines and Procedures" or "the Guidelines" are minimum standards that Certiport requires all CATCs meet and which are designed to ensure that Examinees are afforded the best possible training and examination environment, as further described in Exhibit A.
 - 1.4. "CATC Requirements" means minimum technical standards required by Certiport to be possessed by CATCs in order to ensure an appropriate and effective education and testing environment for Examinees. Certiport reserves the right to change the CATC Requirements set forth at <https://certiport.pearsonvue.com> under Educator Resources.
 - 1.5. "Certification Exam" means a proctored certification examination intended, if passed, to attest to the competence of the Examinee with respect to the subject matter thereof.
 - 1.6. "Certiport Authorized Distributor" or "Distributor" means Certiport Authorized Resellers and/or Certiport Authorized Solution Providers.

Certiport Authorized Test Center (CATC™) Agreement

- 1.7. "Certiport Authorized Reseller" means a company that meets the criteria for country-level sales, and marketing of Certiport Pathway Solutions & Methods to customers.
- 1.8. "Certiport Authorized Solution Provider" means a company that meets the criteria for country-level sales, marketing, training and support of Certiport Pathway Solutions & Methods to customers.
- 1.9. "Certiport Authorized Test Center Agreement" means the agreement between Certiport and a CATC authorizing the CATC to administer and deliver Assessment Exams and Certification Exams using the "CATC" name.
- 1.10. "Certiport Exam Proctor" or "Proctor" means an individual who shall be trained by the CATC to be responsible for ensuring that Exams are conducted according to Certiport's standards.
- 1.11. "Certiport Pathway Solutions & Methods" or "Pathway Solutions & Methods" means the Certiport Products and Services as well as the training materials, systems training, operation and installation methodologies related to the Programs and/or Certiport Products and Services.
- 1.12. "Certiport Products and Services" or "Products or Services" means the Training Materials, the Certification Exams, the Assessment Exams, the Practice Tests, and related products and services developed or distributed by Certiport from time to time.
- 1.13. "Certiport Technology" is defined as, without limitation, all intellectual property including patents, trademarks, media, software, business plans or methods, customer lists, Training Materials and Certiport Products and Services developed and owned or licensed by Certiport. As between the parties, Certiport has and shall retain exclusive ownership of all rights, title, and interest in and to Certiport Technology. Company acknowledges and agrees that it does not have any right, title or interest, and will not claim any, in or to the Certiport Technology or any derivative work based thereon, and that this Agreement does not create or vest in it any right, title or interest in the Certiport Technology, or any derivative work based thereon. Certiport expressly reserves all rights in the Certiport Technology not expressly granted to Company in this Agreement.
- 1.14. "Dispute" has the meaning set forth in Section 18.
- 1.15. "Effective Date" means the date set forth in the first paragraph above.
- 1.16. "Exam Expiration Date" means the last date on which an Exam within a particular Program may be administered by a CATC.
- 1.17. "Examinee" means the end-user of the Certiport Pathway Solutions & Methods.
- 1.18. "Exams" means Certification Exam(s) and/or Assessment Exam(s).
- 1.19. "Personal Data or Examinee Personal Data" means any information relating to an identified or identifiable Examinee.
- 1.20. "Practice Tests" means Certiport-owned or licensed products that prepare Examinees for Certification Exams by simulating the look, feel, timing, and scoring of Certification Exams.
- 1.21. "Processing" means any operation or set of operations which is performed upon Examinee Personal Data, whether or not by automatic means, such as collection, use, recording, organization, storage, retrieval, or disclosure by transmission, ("Process", "Processes" and "Processed" shall have the same meaning).

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1.22. **"Programs"** means the Certification Exam and/or Assessment Exam product groupings that Company has elected to participate in through Certiport's internet application process.

1.23. **"Program Sponsors"** means any company or organization which Certiport represents, including Certiport itself, for the purposes of developing and/or selling Certiport Products and Services. Program Sponsors are the organizations that determine the purpose and means of the Processing of Examinee Personal Data and have established certain levels of education, training and/or testing experience necessary to qualify for a specified certification and who have contracted with Certiport to provide electronic testing services to Examinees who are seeking to demonstrate those qualifications. In addition, Certiport delivers computer-based Exams on behalf of itself and may be, from time to time, the Program Sponsor or data controller and a data processor.

1.24. **"Renewal Term"** has the meaning set forth in Section 2.

1.25. **"Sector"** means the market sectors described in Exhibit B attached hereto and hereby incorporated by this reference.

1.26. **"Software"** means all software provided by Certiport to the Certiport Authorized Distributor, or to CATCs in the Territory, including without limitation, Console 8™, Compass™, Certification Pathways System, and other software related to the delivery and administration of Certiport Products and Services.

1.27. **"Support Staff"** has the meaning set forth in Section 7.

1.28. **"Territory"** means the geographic area described in Exhibit B attached hereto and hereby incorporated by this reference.

1.29. **"Training Materials"** means any materials in electronic or paper format used for either teaching Examinees the skills covered in Certiport Products and Services, or for training CATC employees how to effectively use and incorporate Certiport Pathway Solutions & Methods.

1.30. **"Data Incident"** The loss of, or attempted or successful unauthorized access, use, disclosure, modification, or destruction of, any Examinee Personal Data, other Certiport materials, or any information system that hosts or otherwise processes Examinee Personal Data.

2. **Term.** The term of this Agreement ("Term") will commence on the Effective Date and will expire one (1) year after the Effective Date, unless terminated earlier as provided in this Agreement. Following the initial Term, this Agreement will automatically renew on the same terms and conditions for successive periods of one (1) year each ("Renewal Term"), unless terminated earlier as provided in this Agreement. Nothing in this Agreement shall be interpreted as requiring either party to renew or extend this Agreement.
3. **License.** Certiport hereby grants to Company a limited, non-exclusive, non-transferable, non-sublicensable, non-assignable license and right to hold itself out to the general public as a CATC, subject to the terms and conditions of this Agreement. Company agrees to, in all instances, abide by the terms of Certiport's Branding Guidelines attached hereto as Exhibit C, and in the event that certain Program Sponsors require Company to do so, Company agrees to execute and abide by that Program Sponsor's logo license agreement.

4. **No Authority of Company.** This Agreement does not constitute and shall not be construed as constituting a partnership, franchise, agency or joint venture between Company and Certiport. No party shall have any right to obligate or bind the other party in any manner whatsoever. All personnel of Company, including full and part-time employees and independent contractors, are and shall be considered employees or agents of Company, as applicable. Company assumes sole and full responsibility for their acts and omissions as such acts and omissions may impact Certiport. Company shall at all times during the term of this Agreement maintain such supervision, direction and control over its personnel and shall be solely responsible for the payment to its personnel of the salaries and other compensation and matters relating thereto (including, if applicable, the withholding and/or payment of all Federal, State and local income, unemployment, social security, and other payroll taxes), workers' compensation, disability benefits and all other additional legal requirements of like nature applicable to such personnel.

5. **Duties of Company.**

5.1. **General Business Conduct.** Company agrees to conduct business in a manner that reflects favorably at all times on the Certiport Products and Services and the reputation of Certiport and, in connection therewith, not to engage in deceptive, misleading, illegal, or unethical conduct that is or might be detrimental to Certiport or to the Products or Services. Should Company fail to abide by the Guidelines, and/or engage in conduct that reflects unfavorably upon and threatens the name, goodwill, reputation or image of Certiport or any of its affiliates, such conduct shall constitute a breach and shall entitle Certiport to terminate this Agreement pursuant to Section 16.1.

5.2. **Territory, Sector, Product Restrictions.** Company understands and agrees that it shall serve only the Territory and Sectors(s) referenced in Exhibit B and no other without the prior written consent of Certiport. Any site license purchased or delivered under this Agreement is limited to delivery/fulfillment at one physical location. Remote access, transfer or use of a site license at more than one physical location is prohibited. Breach of this provision shall entitle Certiport to terminate this Agreement pursuant to Section 16.1.

5.3. **Compliance with CATC Policies.** Company understands and agrees that it must meet the standards set forth in "CATC Policies, Guidelines and Procedures" attached hereto as Exhibit A and incorporated herein by reference. Company understands that the Guidelines are designed by Certiport to ensure an appropriate environment for delivery of the Certiport Products and Services and to protect the reputation of Certiport, and Company's agreement to obey the Guidelines is a material inducement to Certiport to enter into this Agreement with Company. Company understands and agrees that Certiport has the right, in its sole discretion, to amend the Guidelines from time to time and shall inform the Company of any changes via email. Company's failure to comply with the Guidelines shall entitle Certiport to terminate this Agreement pursuant to Section 16.1.

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- 5.4. Order Procedure, Price, Payment. Company shall purchase Certiport Products and Services only from Certiport via the Certiport web portal, or if the Certiport web portal is not accessible, by telephone or by email; or from Company's designated Certiport Authorized Distributor recognized by Certiport as operating within the territory and/or sector(s) in which Company operates. Once purchased, Company is not entitled to a refund of the purchase price of any Exam.
- 5.4.1. Price. The price for all Certiport Products and Services shall be as stated on the Certiport web portal. Certiport may modify, in its sole discretion, pricing of Certiport Products and Services upon thirty (30) days' advance notice to Company.
- 5.4.2. Payment Terms. When ordering from Certiport directly, Company shall pay for Certiport Products and Services by authorizing Certiport to charge a credit card of Company, or by wire transfer of funds to a bank selected by Certiport. Company shall pay the purchase price for Certiport Products and Services in U.S. Dollars. Company shall pay for all Certiport Products and Services upon purchase, unless Certiport, in its sole discretion, has granted other payment terms to Company. If Company fails to pay said amounts when due, Company shall pay to Certiport a late fee equal to two percent (2%) per month of the unpaid amount. Certiport may deny Company access to Certiport Products and Services for which payment is past due whether purchased from Certiport, or Company's designated Certiport Authorized Distributor.
- 5.5. Identification. In all materials generated and published by the Company to market Certiport Products and Services, and in all physical locations used by Company to deliver Certiport Services, Company agrees to identify itself as a "CATC" with clarity and in accordance with the reasonable instructions of Certiport, and abiding by all logo usage provisions of this Agreement, as amended by Exhibit C hereto. Locations and publications as referenced herein include, but are not limited to: commercial listings, directories, stationery, collateral, websites, business cards, advertisements, and office facilities.
- 5.6. Organizational Summary. Within the first two weeks of each calendar quarter, and immediately upon responsible party contact changes, Company shall update any organizational and contact details that may have changed and which include, but are not limited to: corporate name, corporate owners, address, main telephone number, website URL, test center administrator, IT manager, marketing manager, sales manager, Certified Professional Instructor, or Authorized Instructor, and any additional relevant employee names and their responsibilities as appropriate. (The complete set of required organizational data is found on the Certiport website under the "Contacts" sub-tab found in the "Org Profile" tab while logged in using the Organization Administrator role.) Furthermore, Company agrees to add the contact details of new full-time employees who will be organizational contact points to Company's organizational details on the Certiport website upon their hire.

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6. **Promotional Material: Advertising.** Company agrees to use, in advertising and promoting the Certiport Products and Services, only those materials approved by Certiport in compliance with Program Sponsor marketing and logo usage guidelines. Should Company wish to use Program Sponsor logos, Company shall notify Certiport and shall sign the Logo License Agreement provided by Program Sponsor prior to using any such logos. Company warrants that it will not use any Program Sponsor's logos without first executing a logo license agreement. Failure to abide by these terms will constitute a breach and result in termination as set forth in Section 16.1.
7. **Support Functions.** Company agrees to ensure that personnel having appropriate skills ("Support Staff") are provided to fulfill Company's duties hereunder. Support Staff may include employees of Company and/or independent contractors of Company. In particular:
- 7.1. **Certiport Systems Administrator.** Company agrees, when the resource to train individuals in the Company's primary local language is made available by Certiport, to have at least one Certiport System Administrator trained on Certiport's systems in the primary local language of the Territory in which the CATC is located.
- 7.2. **Certiport Exam Proctor.** Company agrees, when the resource to train individuals in the Company's primary local language is made available by Certiport, to have at least one Certiport Exam Proctor trained on Certiport's systems in the primary local language of the Territory in which the CATC is located.
- 7.3. **CATC Support.** Company agrees to maintain Support Staff that is competent to answer and to use its best efforts to answer, all inquiries from Examinees regarding the Software and/or Certiport Products and Services.
- 7.4. **Advice to Certiport.** Company agrees to advise and escalate to Certiport promptly concerns about any material information that may come to Company's attention regarding the Certiport Products and Services, including without limitation, charges, complaints, or claims by Examinees and others about the Software and/or Certiport Products and Services.
- 7.5. **Parental Consent Form.** Before allowing an Examinee under the age of 18 to register and take an Exam, Company shall require the parent/legal guardian of the Examinee to complete and sign a Parental Consent Form. Completed Parental Consent Forms must be retained by Company and made available to Certiport upon request. The parental consent form can be found at <https://certiport.pearsonvue.com> by selecting the "Educator resources" drop-down menu, then selecting "Exam policies" and then selecting the link for "Parental Consent Form".

8. Processing of Examinee Personal Information. Certiport and Company have agreed to the following requirements for the processing of Examinee Personal Data in order to adduce adequate safeguards with respect to the protection of privacy and fundamental rights and freedoms of individuals for the transfer of Examinee Personal Data by the Company to Certiport and for the transfer of Examinee Personal Data by Certiport to the Company.

8.1. Company agrees and warrants:

i. On behalf of the Program Sponsor and Certiport (when acting in the capacity as the Program Sponsor), Certiport instructs Company to process Examinee Personal Data (as applicable) for the purposes of (a) Examinee test registration and scheduling, and (b) transmission of Examinee Personal Data to Certiport. Such processing shall continue for the duration of the CATC Agreement. Types of Examinee Personal Data may include Examinee name, address, identification, test scores; and all other Examinee Personal Data as directed by Certiport.

ii. Company will process the Examinee Personal Data only on behalf of Certiport and its Program Sponsors in compliance with Certiport's instructions and as set forth in this Agreement; if Company cannot comply for whatever reasons, Company agrees to promptly inform Certiport of its inability to comply, in which case Certiport may suspend all Services provided by Company.

iii. Company confirms that it has no reason to believe that it is prevented, for any reason, from fulfilling its obligations under the Agreement. In the event that Company becomes aware that it is prevented from fulfilling its obligations under the Agreement, Company will promptly notify Certiport, and Certiport may have the right to immediately suspend all Services being provided by Company and Certiport may, in its sole discretion, terminate this Agreement.

iv. Notwithstanding anything in the Agreement, Company confirms that it has implemented and will maintain appropriate organizational, administrative, physical, and technical security measures (collectively "technical and organizational security measures") for the protection of Examinees Personal Data against accidental or unlawful destruction or accidental loss, alteration, unauthorized disclosure or access and against all other unlawful forms of processing. Such implementation shall include privacy policies that are consistent with, and no less restrictive and protective of personal data than the principles and policies set forth in the Pearson VUE Privacy and Cookies Policy posted at <http://www.pearsonvue.com/legal/privacy>, as such Pearson policy may be amended by Pearson from time to time. In addition, for Exams delivered in the United States, Company shall comply with the Student Privacy Pledge in delivery of Certiport Exams.

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v. Company shall ensure that all Company personnel authorized to Process Examinee Personal Data are obligated to keep Examinee Personal Data confidential.

vi. To work in good faith and respond properly to all inquiries from Certiport relating to Company's processing of Examinee Personal Data subject to the transfer and to abide by the advice of the supervisory authority with regard to the processing of the Examinee Personal Data transferred.

vii. Company understands, acknowledges, and agrees that Examinees will be entitled to take action, against Company, as limited to Company's own processing activities, and to receive compensation from Company arising out of (i) a breach by Company due to Company's violation for not complying with instructions received by Company from Certiport, (ii) Company's violation of applicable international and data protection laws; (iii) failure by Company to implement or maintain technical and organizational security measures as described in the Agreement; (iv) failure by Company to promptly notify Certiport about any legally binding request for disclosure of Personal Data by law enforcement unless otherwise prohibited, such as a prohibition under criminal law to preserve the confidentiality of a law enforcement investigation; (v) any accidental or unauthorized access to Examinee Personal Data; and (vi) failure by Company to disclose promptly to Certiport a request received directly from an Examinee, unless Company has been otherwise authorized to handle (collectively "third party beneficiary rights").

viii. The Company agrees that if the Examinee invokes against it third-party beneficiary rights and/or claims compensation for damages under the Agreement, the Company will accept the decision of the Examinee: (a) to refer the dispute to mediation, by an independent person or, where applicable, by the supervisory authority; (b) to refer the dispute to the courts in the jurisdiction in which the Program Sponsor or Certiport (in the role of the Program Sponsor) is established. The parties agree that the choice made by the Examinee will not prejudice its substantive or procedural rights to seek remedies in accordance with other provisions of national or international law.

ix. Where requested, the Company shall provide assistance as requested by Certiport and the Program Sponsor in connection with this Agreement, including, but not limited to, notifying the appropriate parties of an Examinee Personal Data breach, or, carrying out a data protection impact assessment.

x. The parties agree that on the termination of its data-processing services, the Company shall, at the choice of the Certiport, return, if any, all Examinee Personal Data transferred and any and all copies thereof to Certiport or Company shall destroy all of the Examinee Personal Data and certify to Certiport that it has done so, unless legislation imposed upon Company prevents it from returning or destroying all or part of the Examinee Personal Data transferred. In that case, the

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Company warrants that it will guarantee the confidentiality of the Examinee Personal Data transferred and will not actively process Examinee Personal Data transferred anymore.

xi. The Company shall provide all reasonable and timely assistance (including by appropriate technical and organisational measures) to Certiport (at its own expense) to enable Certiport to respond to:

(i) any request from a data subject to exercise any of its rights under any applicable data protection laws (including its rights of access, correction, objection, erasure, and data portability, as applicable); and

(ii) any other correspondence, inquiry, or complaint received from a data subject, regulator, or other third party in connection with the processing of the Examinee Personal Data.

(iii) In the event that any such request, correspondence, inquiry, or complaint is made directly to the Company, the Company shall promptly inform Certiport providing full details of the same;

xii. The Company shall comply with all applicable data privacy and data protection laws (including, but not limited to, the EU General Data Protection Regulation) relating to Company's obligations under the Agreement.

xiii. Notify Certiport immediately of any Data Incident or any other breach of the requirements herein, including details regarding the measures Company has taken to promptly remedy the breach and any further information and support that Certiport may reasonably require. Company shall further take all such measures and actions as are necessary to remedy or mitigate the effects of the Data Incident and shall keep Certiport up-to-date about all developments in connection with the Data Incident.

xiv. Certiport adheres to the principles of the EU-U.S. Privacy Shield Framework as written by the U.S. Department of Commerce and Certiport complies with the U.S. Department of Commerce Swiss-U.S. Privacy Shield Framework principles. In addition, Company agrees to follow the principles of the EU-U.S. Privacy Shield Framework and the Swiss-U.S. Privacy Shield Framework principles.

9. Compliance with Law. Company agrees:

i. to conduct its business operations in accordance with all applicable United States and local laws and regulations, including without limitation the U.S. Foreign Corrupt Practices Act, 15 U.S.C. §§ 78dd-1, et seq., any local laws, and the United Kingdom Bribery Act.

ii. it shall (a) conduct business in conformance with sound ethical standards of

integrity and honesty; (b) conduct business in such a way as to not give the appearance of impropriety, even when the behavior or activity is in compliance with the law; (c) not achieve business results by illegal acts or unethical conduct; (d) prohibit Company's Support Staff and other employees, agents and subcontractors from offering, paying or authorizing financial, and/or any other item of value or other advantage to be given to any official or employee of any government or political party, political candidates, employees of government enterprises or any other person or entity, with knowledge or a reason to believe that such payment or promise to pay will be made to any government official (each, an Official) for the purposes of (i) obtaining an improper business advantage; (ii) influencing such Official to take, or not to take, any action or decision; or (iii) inducing such Official to use his or her influence to affect any act or decision of a government.

iii. it will not improperly influence, directly or indirectly, the sale of Certiport Products and Services by payments or other actions contrary to law or regulation.

iv. that no government official who is a principal, owner, officer, employee or agent of any entity in which Company has an interest will be involved in or used to influence the sale or purchase of the Certiport Products and Services, and no government official has any financial interest in the sale or purchase of the Certiport Products and Services.

v. to provide employees and any contracted individuals engaged by Company with a work environment free of coercion and harassment.

vi. to comply with the Export Administration Act which: (a) requires a license from the United States government prior to export or re-export of any materials, product or technical information; (b) requires compliance with destination restrictions; and (c) prohibits certain acts in furtherance of foreign boycotts.

vii. to comply with all applicable laws, regulations and standards (including, but not limited to, the United States Office of Foreign Asset Control ("OFAC") regulations, Specially Designated Nationals or Blocked Persons ("SDN") list or similar federal, state or other countries legislation on international trade law, and the Americans with Disabilities Act or similar federal, state or other countries disability or human rights laws).

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In the event of any demonstrable breach by Company of any of its representations, warranties, or provisions of Section 9, Certiport may, in its sole discretion in addition to any other remedy provided herein or otherwise provided by law, immediately terminate this Agreement without notice or indemnity and in such event, Company shall forever forfeit all rights to all fees and commissions which shall accrue and/or have been earned which have not been paid as of the date of such termination.

10. **Competition; Circumvention.** During the term of this Agreement, and for six (6) months after this Agreement is terminated, Company agrees that it will not, directly or indirectly, develop, administer, sell or license products or services that compete with the Certiport Products and Services to any person or entity for any purpose, in the Territory and Sector described in Exhibit B. Further, during the term of this Agreement and for six (6) months thereafter, Company agrees that it will not, directly or indirectly, buy or lease, as the case may be, any products or services that are the same as or similar to the Certiport Products and Services, from any of the Program Sponsors or third-party vendors for which Certiport provides the Certiport Products and Services to Company pursuant to this Agreement, and will take no action, whether directly or indirectly, by any medium of contact whatsoever, to circumvent or interfere in any manner with any relationship, opportunity or advantage that Certiport may have established with the Program Sponsors or third-party vendors, or interfere in any manner whatsoever with the business of Certiport.
11. **No Purchase or Sales Outside Territory or Sector(s).** Company shall not purchase or sell Certiport Products or Services outside the Territory, or Sector(s) specified in Exhibit B as described in Section 5.2 above.
12. **License of Software.** Certiport hereby grants to Company a limited, non-transferable, non-exclusive, license to use the Software for the sole purpose of operating its CATC in accordance with this Agreement. Company shall, upon expiration or termination of this Agreement, promptly return or destroy all copies of the Software and all related documentation in its possession.
13. **Protection of Certiport Technology.** Company shall not, re-engineer, reverse engineer, or manipulate in any way, Certiport Technology without express prior written permission from Certiport. Company shall not provide access to Certiport Technology to any other party for the purposes of re-engineering, reverse engineering, copying or manipulation in any manner. Other than as licensed herein, Certiport shall retain all right, title and interest to Certiport Technology and any modification, enhancement, localization or extension of the Certiport Technology developed by Company during the term of this Agreement. Certiport hereby prohibits Company from disassembling, reproducing, modifying, or creating derivative works based on the Certiport Technology. Company shall not be entitled to use Certiport Technology for internal purposes except as specifically permitted by this Agreement. To the extent that Company may be deemed to have any ownership interest in or to the Certiport Technology, Company hereby assigns and transfers to Certiport all such rights, title, and interest that Company may have in such materials. Certiport also prohibits sublicensing or assigning the rights of Certiport Technology without written consent from

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Certiport. Any violation of this Section 13 shall constitute a breach of this Agreement and result in termination pursuant to Section 16.1.

14. **Limited Warranty; Limited Remedies.** Certiport makes no warranty concerning the Software or the Certiport Products and Services or any other services or goods provided under this Agreement, and Certiport hereby disclaims all implied warranties with respect thereto, including without limitation any implied warranty of merchantability, fitness for a particular purpose or non-infringement. Certiport shall not be liable to the Company for any indirect, incidental, or consequential damages or damages from lost profits or lost use, even if Certiport is advised as to the prospect of the same. Further, Certiport shall not be liable to Company for any damages arising out of a breach of this Agreement for any amount greater than the average monthly amount paid during the term hereof to Certiport by Company.

15. **Ownership, Use, and Protection of Examination Data.** As between Certiport and its Program Sponsors and Company, Certiport and its Program Sponsors shall be the sole owners of all results of all Certification Exams and Assessment Exams, all data regarding Examinees and all compilations of the foregoing, and Company shall not have any interest therein. Company shall, at the request of Certiport, surrender to Certiport any such results and information. Company shall not use any such results, data or compilations, or disclose the same, for any purpose. Company shall also be responsible for the protection of Examinee's personal data and Certiport specifically disclaims any liability for breaches of Company's obligations to protect such personal data. Certiport suggests that Company not request that Examinees provide Company with national identity numbers (such as Social Security numbers), but instead create unique identifying numbers for Examinees.

16. **Termination.**

16.1. **By Either Party for Breach.** This Agreement may be terminated for cause at any time, without limiting any party's other rights or remedies, upon written notice identifying with specificity the cause if either party commits a breach of this Agreement and if such breach continues un-remedied for a period of ten (10) days after receipt by the other party of written notice thereof. Within three (3) days after receipt of a written notice to cure a breach, the breaching party must provide the non-breaching party with a written detailed response that identifies how the breaching party will cure the breach within the ten (10) day time frame provided above. Should the breaching party fail to provide the written response within three (3) days as is required; the non-breaching party shall have the right to immediately terminate this Agreement. Further, this Agreement may be terminated if either party: (i) has a receiver appointed for itself or its property; (ii) makes an assignment for the benefit of its creditors; (iii) any proceedings are commenced by, for or against either party under any bankruptcy, insolvency or debtor's relief law seeking a reorganization of such party's debts and such proceedings are not dismissed within ninety (90) days of their commencement; or (iv) either party is liquidated or dissolved.

16.2. **By Certiport.** Certiport may terminate this Agreement at any time, on thirty (30) days' written notice to Company. In addition, Certiport may, upon written notice to Company, terminate or alter this Agreement at any time as to any Products or Services, if

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any agreement between Certiport and any third party relating to the Certiport Products and Services is terminated, substantially changed, or modified. Furthermore, Certiport may, in its sole discretion and upon written notice to Company, remove specific Products or Services available for purchase or delivery by Company.

16.3. Duties of Company upon Termination. Upon termination, Company shall immediately cease holding itself out as a CATC, stop administering any Exams, remove all references to images and logos representing or relating to Certiport or to the Certiport Products and Services from any Company website, printed material, or retail storefront operated by Company. Further, if prior to termination Certiport has, pursuant to Section 5.6.2, granted payment terms to Company which permitted Company to avoid paying for the Certiport Products and Services at the time of ordering, all payments due to Certiport from Company shall immediately become due and payable and shall be subject to the late payment provisions contained in Section 5.6.2.

17. Suspension / Deactivation. If Certiport determines, or has a reasonable basis to believe that Company, or its representatives, have committed or permitted misconduct or have failed to comply with responsibilities, specifications, technical specifications, or other requirements in this Agreement or the Guidelines, Certiport may suspend testing, account access and Company's status as a CATC until it is resolved to Certiport's satisfaction.

18. Disputes.

18.1. Arbitration. If the parties fail to resolve any dispute, controversy, or claim between them arising out of, relating to, or concerning, this Agreement (a "Dispute") within forty-five (45) days after one party notifies the other that a Dispute exists, then such Dispute shall be settled exclusively by final and binding arbitration in the State of Minnesota, U.S.A., which arbitration may be initiated at the request of either party. The arbitration shall be conducted in accordance with the commercial rules of the American Arbitration Association. There shall be three (3) arbitrators, one selected by each party, and a third arbitrator selected by the first two arbitrators. The arbitration panel shall have no authority to award punitive or exemplary damages and the parties expressly waive their rights to any such damages. Notwithstanding the foregoing provisions, neither party shall be precluded from applying to a court of competent jurisdiction for a temporary restraining order, a preliminary injunction or other equitable relief to preserve the status quo or prevent irreparable harm pending the issuance of a ruling by the panel of arbitrators. The written decision of the majority of the three (3) arbitrators shall be binding on both parties. The resulting arbitration award may be enforced by all lawful remedies, including, without limitation, injunctive or other equitable relief, in any court of competent jurisdiction and the agreement of the parties with respect to the arbitration of claims, controversies, or disputes under this contract is stipulated to be specifically enforceable under the provisions of the 1958 U.N. Convention of the Recognition and Enforcement of Foreign Arbitral Awards, to which the parties agree to be bound.

18.2. Timing. The parties are desirous of avoiding expensive and time-consuming proceedings, and desire that the entire process of arbitration, including the issuance of an award, be completed within ninety (90) days from receipt of a request for arbitration. However, failure by the arbitrators to issue an award within the ninety (90) day time period

shall not deprive the arbitrators of jurisdiction over the Dispute.

- 18.3. **Expenses.** Each party agrees to bear its own expenses and an equal share of the expenses of the arbitrators and the fees of the body administering the arbitration.
- 18.4. **Awards.** Any award rendered in such arbitration proceedings shall be payable in U.S. dollars, and judgment upon such award may be entered in any court of competent jurisdiction, or application may be made to any such court for a judicial acceptance of the award and an order of enforcement as the case may be, and may be payable to the winning party, at its option, in cash, by way of an offset against the winning party's accrued, but unpaid royalties, fees, or dividend under any agreement with the losing party, or by any combination of the above.
19. **Confidentiality.** Company acknowledges and agrees that: (a) confidentiality and security of Exams, exhibits and other materials related to Exams, and other materials related to Program Sponsor's standards, requirements, and testing is highly confidential to Program Sponsor and to Certiport; and (b) information and data identifying or describing Examinees, Examinees' scores and performance, Examinees' participation in testing and other information relating to each Examinee is private, confidential information of Examinee and is highly confidential to Examinee, Program Sponsor, and Certiport; and (c) the Software, applications, Exam files, manuals, CATC materials and related materials in any medium provided by Certiport are private and confidential business information of Certiport, and accordingly, Company will scrupulously maintain the security of the Exams, testing information and Examinee data and information described in (a) and (b) above, and will undertake all necessary and appropriate efforts, but never less than reasonable care, to protect the confidentiality of all of the information and materials described in this Section and to prevent any unauthorized use or disclosure. Confidential information also includes other information that should reasonably have been understood because of legends or other markings, the circumstances of disclosure, or the nature of the information itself, to be confidential information. Confidential information shall expressly include any and all information derived from a party's proprietary information and the terms and conditions of this Agreement. Certiport's confidential information shall include any software provided hereunder. No information or materials provided under and pursuant to this Agreement will be used, disclosed or permitted to be used by Company for any purpose not expressly provided for in this Agreement. Company acknowledges and agrees that the requirements set forth in this Section are of the most critical importance to Certiport, Program Sponsors and Examinees and that any breach will likely result in severe damage. Each party acknowledges that it acquires only the right to use the confidential information of the other party under the terms and conditions of this Agreement for as long as this Agreement is in effect and does not acquire any rights of ownership or title in the confidential information. Each party agrees not to use such confidential information for any purpose not reasonably required by this Agreement. The requirements of this Section are perpetual and will survive the termination or expiration of this Agreement for any reason.

Notwithstanding anything herein, either party may disclose confidential information to the extent required or compelled by a court order, or local, state or federal law, or regulation,

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provided that the disclosing party, using best efforts, gives the other party written notice of the proposed disclosure with sufficient time to seek relief and that such disclosure, if made, is made in a fashion to maximize the protection of the confidential information from further disclosure.

Company recognizes and acknowledges that any use or disclosure of any confidential information by Company in a manner inconsistent with the provisions of this Agreement may cause Certiport irreparable damage for which remedies other than injunctive relief may be inadequate, and Company agrees that in any request by Certiport to a court of competent jurisdiction for injunctive or other equitable relief seeking to restrain such use or disclosure, Company will not maintain that such remedy is not appropriate under the circumstances. The parties further agree that in the event such equitable relief is granted in the United States, they will not object to courts in other jurisdictions granting provisional remedies enforcing such United States judgments.

20. Audit.

20.1. Certiport, its authorized representatives, or any Program Sponsor whose Exams are being administered at the CATC, may periodically inspect and audit the CATC operations and records during testing hours without advance notice. Company Administrators will cooperate fully with all such inspections and allow complete access to the CATC and all equipment, software, systems, and records. Certiport may integrity shop or audit CATC, one or more times during each year. Company understands that it will receive no Exam delivery or registration compensation for such an integrity shop.

21. Miscellaneous.

21.1. Entire Agreement. The terms and provisions of this Agreement, together with any exhibits or addenda, constitute the entire agreement in relation to the subject matter hereof between the parties. This Agreement shall supersede all previous communications, whether oral or written, between the parties with respect to the subject matter hereof and no agreement varying or extending any of the terms and provisions of this Agreement shall be binding on either party unless in writing, signed by a duly authorized officer or representative of each of the parties.

21.2. Authority. Each party represents and warrants to the other party that it has the power and authority to enter into this Agreement, to perform all of its obligations hereunder and to provide all rights and materials granted hereunder and that neither the execution and delivery of this Agreement, nor the performance of its obligations or provision of any rights or materials hereunder, will violate any agreement to which it is a party, any federal, state, or local law or regulation to which it is subject or any right of any third party.

21.3. Governing Law. This Agreement shall be controlled and construed solely in accordance with the jurisdiction and laws of the courts of the State of Minnesota, United States of America, without giving effect to principles regarding conflicts of laws, and

Certiport Authorized Test Center (CATC™) Agreement

notwithstanding the requirements of United Nations Convention on International Contracts for the Sale of Goods, if applicable.

- 21.4. Indemnity. Company shall indemnify, defend and hold harmless Certiport from any and all claims by or liability to any third party from loss, damage or injury to persons or property based on or in any manner arising out of or relating to any breach by Company of any representation, warranty or covenant set forth in this Agreement. Company shall also indemnify, defend, and hold harmless Certiport of and from any claims by or liability to any third party for any loss arising from Company's normal business operations, including, but not limited to, premises liability claims as well as any loss, damage, or injury to persons or property arising from the breach of any of Company's obligations to ensure that Examinee data is kept confidential.
- 21.5. Force Majeure. Neither party shall be liable for failure to perform any obligation under this Agreement where such failure is due to fire, flood, earthquakes, riot, sabotage, labor dispute, natural calamity, war, epidemic, acts of God, acts of the government or of any civil or military authority, or other causes that are beyond the reasonable control of such party.
- 21.6. Notices. Any notice under this Agreement shall be addressed to the respective addresses of the parties as set forth in the preamble and shall be sent by facsimile or by recognized overnight courier and shall be deemed received (a) upon successful transmission, as evidenced by written confirmation of receipt of fax, when notice is sent by fax and a print copy is sent immediately by pre-paid, registered post; or (b) upon date of actual receipt, as evidenced by a signed courier receipt, when notice is sent by overnight courier.
- 21.7. Headings. The headings to the sections hereof are for convenience only and have no legal effect.
- 21.8. Severability. If a court of competent jurisdiction finds any portion of this Agreement, including the Exhibits and Addenda hereto, to be invalid or unenforceable, such determination shall not render the entire Agreement, Exhibits or Addenda unenforceable or invalid, but rather the Agreement, Exhibits or Addenda, as the case may be, shall be read and construed as if the invalid or unenforceable provision(s) are not contained therein, and the rights and obligations of the parties shall be construed and enforced accordingly.
- 21.9. No Assignment. This Agreement shall be binding on and inure to the benefit of the successors and assigns of the parties hereto. Except as may be permitted by the terms of this Agreement, Company may not assign its rights or delegate its duties hereunder without the express written consent of Certiport.
- 21.10. Waiver. Failure by a party to exercise, or any delay by a party in exercising, any right or remedy provided in this Agreement or by law shall not constitute a waiver of the particular right or remedy, or a waiver of other rights or remedies.

Certiport Authorized Test Center (CATC™) Agreement

- 21.11. **Taxes.** Company shall promptly pay, and reimburse and hold Certiport harmless from and against, all taxes of any character incurred by Company and resulting from the purchase and/or sale by Company of any Products or Services.
- 21.12. **Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, all of which shall constitute the same agreement.
- 21.13. **Language.** Written in English, this Agreement shall be construed and interpreted in accordance with this language regardless of any translation required for execution.
- 21.14. **Publicity.** Company shall not issue any press release or publicity that relates to this Agreement without the express written consent of Certiport.
- 21.15. **Review.** Company acknowledges that it has reviewed this Agreement in its entirety and has had a full opportunity to consult with counsel regarding the Agreement's terms. Therefore, Company expressly waives any and all applicable common law and statutory rules of construction that might hold that any provision of this Agreement should be construed against the Agreement's drafter, and agree and affirm that the Agreement and all provisions hereof shall in all cases be construed as a whole, according to the fair meaning of the language used.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives.

DVR & Dr. HS MIC College of
Technology

NCS PEARSON, INC.

By: V Lakshmi Chetana

By: Rav Murthy

Title: Assistant Professor

Title: VP & GM

Date: November 03, 2022

Date: November 03, 2022

EXHIBIT A

Certiport Authorized Testing Center (CATC) Policies, Guidelines, and Procedures

Certiport is committed to ensuring that its Certification Exams are respected and valued in the marketplace. Accordingly, Certiport takes appropriate measures to ensure that the integrity of its Exams is not compromised. Certiport also holds CATCs accountable for taking steps to prevent and detect fraud and breaches of Exam security.

1. CATCs are required to strictly enforce the following rules:

- 1.1 The CATC must verify at least one form of Examinee identification bearing a photograph and the Examinee's signature. An example of an acceptable form of identification is a government-issued identification or student identification issued by an academic institution.
- 1.2 The CATC must not allow recording devices, including paper, pens, pencils, cameras, computers, handheld computers or communication devices, such as telephones or pagers, in the testing area.
- 1.3 The CATC may permit an Examinee to take a break during testing if requested, but must inform the Examinee that the testing clock cannot be stopped during the break. Examinees must not be permitted to conduct activities during a break that may compromise Exam security, to include using a telephone and communicating with other examinees.
- 1.4 The CATC must ensure that Examinees are seated a distance of no less than four (4) feet or (1.25 meters) apart from one another in the testing area to minimize distractions and prevent cheating.
- 1.5 Use of equipment such as printers, facsimile machines, copiers, or telephones is not permitted in the testing room while testing is in progress.
- 1.6 CATCs must ensure that each Exam is actively proctored and that Proctors have an unobstructed view of each examinee in the testing area.
- 1.7 Proctors may answer questions regarding the functionality of the Exam software, but may not answer questions related to Exam content or provide instruction of any kind.
- 1.8 If a Proctor observes an Examinee cheating, the Proctor must immediately terminate the Exam. The Proctor must inform the Examinee that his/her exam results will be nullified and that he/she will receive no refund or certificate.

2. Retest Policy

CATC System Administrators are required to enforce the Certiport's retest policy:

Certiport provides many exams that require different retest policies. These policies must be adhered to and enforced by the CATC, and can be found at <https://certiport.pearsonvue.com> by selecting "Exam Policies" under the "Test Candidates" menu item and then selecting the link for "Exam Retake Policy".

Examinees participating in Exam beta-testing may take each beta-exam only once unless otherwise authorized by program administrators.

3. Ensuring Exam Validity

Certiport conducts periodic data forensics to identify patterns of aberrance in Exam results that help detect cheating or content piracy. For example, forensic indicators such as types of responses, latency, pass rates, and retakes may reveal patterns of cheating, collusion or piracy. However, prevention and early detection are critical elements that require the close cooperation of CATCs. Therefore, in addition to relying on CATCs to provide industry-standard monitoring during testing, Certiport requires that CATCs ensure that Certiport System Administrators ("Administrators") and Certiport Exam Proctors ("Proctors") are sufficiently trained to provide good quality oversight of testing. Training must include familiarizing staff with prevalent methods used to cheat, learning what measures to implement to prevent cheating and how to identify cheating when it does occur.

Administrators and Proctors who observe violations of rules must immediately document and report all relevant facts supporting the conclusion that a violation occurred to the appropriate Certiport Authorized Distributor or to Certiport customer service representatives. Reports should include the date, time and location of the incident, name of Examinee, name, and version of Exam taken.

4. Accommodation of Disabilities

As a worldwide provider of Certification Exams, Certiport is committed to ensuring that those persons with the desire to certify their proficiency in the use of computers should have the opportunity to do so. Certiport, accordingly, embraces the Americans with Disabilities Act (ADA) as well as other global accommodations for disabilities designed to advance those goals. CATCs are required to comply with local laws requiring the reasonable provision of access to Examinees with disabilities.

In keeping with this commitment, Certiport will expand and refine its Products and Services to enable greater numbers of Examinees with documented disabilities to register for, schedule and take Exams.

Certiport and CATCs require advance notification of requests for accommodation(s) as well as a reasonable amount of time to review and implement such requests. Certiport and CATCs are not obligated to accommodate Examinees with language limitations unrelated to a documented disability (i.e.; English as a second language, literacy, etc.), nor to provide unlimited time for the

Certiport Authorized Test Center (CATC™) Agreement

completion of Exams that are designed to certify not only knowledge but also efficiency in the use of desktop computers.

Requests for Accommodations of Disabilities

Further information can be found at <https://certiport.pearsonvue.com> by clicking on the "Educator Resources" drop-down menu, then selecting "Exam policies", and then selecting the link for "Accommodation of disabilities". Examinees who wish to request accommodations may do so by following the directions under the "Process to Apply" section of the *Accommodation of Disabilities* page.

Test accommodations are individualized and Certiport will consider accommodations on a case-by-case basis. Examinees who have been notified that their request for an accommodation has been approved by Certiport must notify the CATC of the accommodation when scheduling the exam. Examinees should allow for additional time when requesting and scheduling accommodations.

EXHIBIT B

Territory and Sectors

1. **Company Participation:** Company and Certiport agree that Company shall participate in and only in the following:

All "Certiport Products and Services", as authorized in portal.

2. **Territory:** As described in the CATC Agreement, Company is appointed as a CATC authorized to provide Certiport Products and Services only in the Territory described below:

India

3. **Sectors:** Within the Territory described above, Company is appointed as a CATC authorized to provide Certiport Products and Services solely in the Sectors that are indicated below:

Higher Education (Postsecondary)

Exhibit C - Branding Guidelines

Certiport Authorized Test Center Agreement

CERTIPORT LOGO USAGE GUIDELINES

LOGO



CLEAR SPACE:
Clear Space (C) is equal to the height of the "C" in "Certiport".



MINIMUM SIZE



	Print	Online
1	42" (1066mm)	36 pixel

INCORRECT USAGE:
Do not redimension or modify the logo in any way. Use artwork exactly as provided.





DVR & Dr. HS MIC College of Technology

ISO 9001:2015 Certified Institute
(Approved by AICTE & Permanently Affiliated to JNTUK, Kakinada)
Kanchikacharla - 521180, NTR Dist, A.P, India.
Phone: 08678 - 273535 / 94914 57799 / 73826 16834
Email: office@mictech.ac.in, Website: www.mictech.edu.in



MEMORANDUM OF UNDERSTANDING

Between

SPYPRO SECURITY SOLUTIONS PVT. LTD., Vijayawada

And

DVR & Dr. HS MIC College of Technology

This Memorandum of Understanding (MOU), while not a legally binding document does indicate a voluntary agreement to assist in the implementation of the plans described in the "MOU" a substance which help the students for their career guidance.

The main agenda is to provide training, internships, industrial visit, sharing the technology, doing consultancy work on mutual time bounded agreement. The Training & Placement cell will be functioning on the activities related to increase knowledge and Employability rate of students by organize events which are strictly related to career development of students.

Overall Goals, Services and Outcomes of MOU: Very brief program overview

- > Organization / Industry will be helping college to set-up and initiate Training & Placement activities any of them as said above at their premises.
- > College will be providing with one-to-one contact person on Training & Placement activities to assist students during their above said activities such as sharing the technology, or any consultancy work etc.
- > Organization/Industry will help students with resume support, Career guidance support by online portal/offline mode based on University/College requirements.

Outcomes of this MOU is to help students in enhancing their skills and helping them to reach out companies. Finally Training & Placement activities will play a key role to create internships, training to our students on industry needs. It is therefore considering the mutually advantageous to develop a platform where students will be benefited by collaboration between the two bodies for one year from the date of MOU.

Industry / Company



College Official's Signature

[Signature]
Dr. K. Srinivas

PRINCIPAL
Dr. K. SRINIVAS, M.Tech., Ph.D (JNTUK)
PRINCIPAL
DVR & Dr. HS MIC College of Technology
Kanchikacharla, Krishna Dt.
Andhra Pradesh, India - Pin: 521180.

[Signature]
PRINCIPAL
DVR & Dr. HS MIC College of Technology
Kanchikacharla, N.T.R. Dt.
Andhra Pradesh, India - Pin: 521180



ICTACADEMY®

Certificate of Membership

This is to certify that

**DVR & DR. HS MIC COLLEGE OF TECHNOLOGY
KRISHNA, ANDHRA PRADESH**

Is an Institutional Member of ICT Academy.

Membership No : 172065

Valid till : 31 Aug 2022

New Delhi, India

ap.ictacademy.in




Dr B Anbuthambi
Principal

DVR & Dr. HS MIC College of Technology
Kanubikacharla, N.T.R. Dt.
Dist: Guntur

Between MIC College of Technology and IBM

This is a Memorandum of Understanding (MOU) between International Business Machines Corporation (IBM) and MIC College of Technology. The purpose of this MOU is to confirm the collaboration between MIC College of Technology 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

MIC College of Technology'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, MIC College of Technology and IBM believe that each institution will benefit from expanded opportunities in the research, skills, and curriculum development space. MIC College of Technology 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:
 - o Online learning resources
 - o Cloud access for hands on labs
 - o Curated content

IBM Memorandum of Understanding
IBM Corporate Social Responsibility

- o New Industry assets as technology changes
- o Digital Certificates
- Make available information about the IBM University Award Programs. As appropriate, IBM will work with MIC College of Technology 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.

MIC College of Technology Responsibilities

Under the proposed relationship, MIC College of Technology 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 MIC College of Technology, 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 MIC College of Technology. 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 MIC College of Technology 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.

IBM Memorandum of Understanding
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2. Neither MIC College of Technology 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:** MIC College of Technology 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 or 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, neither party will be liable for any damages claimed by the other party based on any third party claim.

IBM Memorandum of Understanding
IBM Corporate Social Responsibility

- L. 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 MJC College of Technology 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

DVR & Dr. HS MJC College of Technology,
Kanchikacherla


Signature:  _____

Print name: Dr. Babbar K _____

Title: Principal _____

Date: _____




PRINCIPAL
DVR & Dr. HS MJC College of Technology,
Kanchikacherla, N.T.R. Dt.,
Andhra Pradesh, India - Pin: 521100



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 our 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

Agreed to:
JVR & Dr. HS MIC College of Technology
Kanchikacherla

Agreed to:
IBM India Private Limited

By 
Authorized Signature
Name (type or print): **Dr. Srinivas K**
Date:
Identification number:
Address: **NH 9, Vijayawada - Hyderabad**
Highway, Kanchikacherla, Andhra Pradesh
521101, India

By 
Authorized Signature
Name (type or print): **Mona Bhaskaraj**
Date: **3-6-2012**
Agreement number:
IBM address: **No. 12, Subramanya Arcade,**
Banarajpetta Road, Bangalore 560029, India.

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



PALO ALTO NETWORKS CYBERSECURITY ACADEMY

THIS CERTIFICATE OF ACKNOWLEDGEMENT CONFIRMS THAT

DVR & Dr. HS MIC College of Technology

has successfully completed all requirements to become
a Palo Alto Networks® Cybersecurity Academy.



Nitesh Arora
Chairman and CEO
Palo Alto Networks

Apr 29, 2022

Certification Date

1715

Certification Number



PRINCIPAL

DVR & Dr. HS

MIC College of Techno

Education, N.T.R. Dt.

Andhra Pradesh, India -- Pin: 521180

Regional Academy



Eduskills



CYBERSECURITY
ACADEMY

Blue Prism in partnership with EduSkills Foundation is proud to recognize our partner

DVR & Dr. HS MIC College of Technology

Andhra Pradesh

for meeting all the program requirements to set up

BLUE PRISM ACADEMIA PROGRAM in the field of Robotic Process Automation

Date: 19/04/2022

Signature:



Ana Howes

Certificate Number: BPUES234

Global Head of Education Services



PRINCIPAL

**DVR & Dr. HS MIC College of Technology,
Kanchikacheta, N.T.R. Dt.
Andhra Pradesh, India - Pin: 521180**

21-Feb-2022

Welcome to Oracle Support

Varun Dalli

itsa@mlctech.ac.in

Devineni Venkata Ramana & Dr.Hima Sekhar MIC College Of Technology

Kanchikacherla Krishna-Dist

KRISHNA

ANDHRA PRADESH 521180

On behalf of Oracle Corporation, Oracle Support Services would like to thank you for your recent purchase of Oracle products and technical support services. Our support services team is ready and committed to assist you in protecting the investment you have made.

With your purchase, you now have access to Oracle's exclusive web support portal which provides you secure, real-time access to critical and timely information related to your investment in Oracle's technical support services. Please visit the Oracle Support website at <http://www.oracle.com/us/support/index.html> where you will find information about technical support service descriptions, technical support policies, technical support news and events, and internet seminars.

You can also access Oracle technical support services through one of the industry leading web-based customer support systems:

- **My Oracle Support**

To register for My Oracle Support, please use your Customer Support Identifier ("CSI") number below. If you are already a registered user, please add the CSI number(s) below to your existing My Oracle Support user profile. To access My Oracle Support, [click here](#).

- Review [My Oracle Support - How-to Training Videos](#) and quickly learn about key features of My Oracle Support in just a few minutes.
- Learn more about My Oracle Support features and capabilities by attending [My Oracle Support Essentials](#) sessions. To view the current schedule and to register [click here](#).

- **Support interfaces for recently Acquired Products**

Oracle is committed to ensuring that you receive specific product support as we transition recently acquired companies into Oracle's framework of technical support services and tools. To access the appropriate support portal for your product, please go to: <http://www.oracle.com/us/support/support-integration/index.html>

Technical Contact Information

As the technical contact for Devineni Venkata Ramana & Dr.Hima Sekhar MIC College Of Technology, you are the individual designated within your organization who may contact Oracle Support Services to resolve technical issues.

If your order with Oracle allows international deployment of programs to your subsidiaries or includes hardware that has been relocated outside the country of delivery, please communicate the relevant CSI in this email to persons in those countries who will be technical contacts with Oracle.

Welcome Letter_v122214


PRINCIPAL
DVR & Dr. HS MIC College of Technology
Kanchikacherla, N.T.R. Dt.
Andhra Pradesh, India - Pin: 521180

Technical Support Service and Products Details

Order Number: 39952549

Service Start Date	Service End Date	Service Level		
27-FEB-2022	26-FEB-2024	Software Update License & Support		
Product	CSI	Serial Number	Quantity	
Oracle Academy: Institution Level License Bundle - Nonstandard User	23636817		1	

Customer Support Identifier Information:

Your Customer Support Identifier number is 23636817

Note: Please call Oracle's local country [Support Hotline](#) if you are not the designated technical contact or if you have any additional questions.

Oracle provides a complete and fully integrated global technical support service portfolio supported by over 50,000 development engineers and customer support specialists ready and able to support you. We hope you will take advantage of our outstanding technical support services including 24/7 technical assistance, powerful proactive support resources, and product updates.

Welcome to Oracle and enjoy your access to Oracle Support Services.

Sincerely,
Oracle Support Services



Order Form The customer identified below ("Licensee") will purchase from Teachmint Technologies Private Limited ("Company"), and Company will provide Licensee the subscriptions listed in this Order Form. If you are entering into this Order Form on behalf of a company or other legal entity, you represent that you have the authority to bind such entity to these terms and conditions, in which case the terms "you", "your", or "Licensee" shall refer to such entity. This Order Form is effective ("Billing Effective Date") on the date that it is duly signed.

	Licensee Details	Company Details
Legal Entity Name	DVR & Dr. HS MIC College of Technology	Teachmint Technologies Private Limited
Registered Address	NH 9, Vijaywada - Hyderabad Highway, Kanchikacherla mandal, Krishna, Andhra Pradesh, 521180	#1685, 4 th floor, 27 th main Rd, Sector 2, HSR layout, Bengaluru, Karnataka - 560102
Billing Contact Details	Name: Dr. K Srinivas Email: principal@micttech.ac.in	Name: Aditya Agrawal Email: aditya@teachmint.com

Subscription Details

Billing Effective Date: February 20, 2022

Modules Subscribed: ERP + LMS

Plan Type	Teachmint for Institute - Advanced
Plan details	<ul style="list-style-type: none">• Access to basic Teachmint Application for all teachers and up to 3200 students of the Licensee/ Licensee's school or institution, as the case may be• Teachmint Application features: conduct online live class, record and share class, upload study material, release assignments, student announcements, conduct test / quiz (more features may be added going forward, in the discretion of the Company)• Access to Teachmint For Institute dashboard to the Licensee's administration, including the following features:<ul style="list-style-type: none">• Summary view of statistics like enrolment numbers (teachers, students, classrooms), live classes taken, student and teacher attendance• Admin access to view all classroom details (recordings, study material shared, etc.)

Teachmint Technologies Private Limited
Corp Office: #1685, 4th Floor, 27th Main Rd, Sector 2, HSR Layout, Bengaluru, Karnataka 560102
CIN-U72900KA2020PTC135305
www.teachmint.com


PRINCIPAL
DVR & Dr. HS MIC College of Technology
Kanchikacherla, N.T.R. Dt.
Andhra Pradesh, India - Pin: 521180



Teachmint

Plan Details	<ul style="list-style-type: none">◆ Admin controls: Add/remove classrooms, student and teachers to Teachmint For Institute◆ Admin access to Live Class View◆ Back-end auto generated reports on attendance analytics and student performance analytics• ERP Features to be provided include:<ul style="list-style-type: none">◆ Fee management◆ Examination management & Report Card generation◆ Attendance management◆ Admission Management Communication module◆ Website Builder◆ ID Cards & Certificate generation◆ Lesson Planning◆ Academic Planner◆ Parent Engagement◆ HR Management◆ Payroll Management
No. of Licenses / students	3200
Subscription duration	16 Months


PRINCIPAL
JVR & Dr. HS MIC College of Technology
Kanchikacherla, N.T.R. Dt.
Andhra Pradesh, India – Pin: 521180



Platform Subscription Fees will be as mentioned below:

- INR 22.00 per month per student of the Licensee/ Licensee's school or institution, as the case may be

Payment Terms:

- 1st Instalment: INR 211200 (Feb 21, 2022 - Jun 20, 2022) - To be paid on or before Feb 21, 2022
- 2nd Instalment: INR 211200 (Jun 21, 2022 - Oct 20, 2022) - To be paid on or before Jun 21, 2022
- 3rd Instalment: INR 211200 (Oct 21, 2022 - Feb 20, 2023) - To be paid on or before Oct 21, 2022
- 4th Instalment: INR 211200 (Feb 21, 2023 - Jun 20, 2023) - To be paid on or before Feb 21, 2023

Payment Method: Cheque / Wire Transfer

Please note that all the prices mentioned above are exclusive of taxes. Prevailing taxes, including but not limited to GST, as of date, shall be applicable

Please Note:

- Subscription includes access to a dedicated key account manager from Teachmint Technologies Private Limited to support the Licensee in onboarding and managing the Teachmint For Institute platform. Licensee can terminate the subscription after payment of the 1st instalment
- Company will not refund any subscription fee in case subscription is terminated by the Licensee

Terms and Conditions

This Order Form is governed by and incorporates the Terms and Conditions of the "Customer Agreement" as mentioned at this link - <https://www.teachmint.com/terms>

Term:

Unless earlier terminated in accordance with the provision of the Customer Agreement, this Order Form will have an initial term of period as specified in Subscription Duration in the table of Subscription Details above, which shall commence as of the Effective Date, and shall thereafter renew for additional periods of upon payment of Subscription Fees

Jurisdiction:

This Order Form shall be governed by and interpreted in accordance with the laws of India. Subject to the provision of arbitration, each of the Parties to this Order Form consents to the exclusive jurisdiction and venue of the courts of Bengaluru, Karnataka.



Teachmint Technologies Private Limited
Corp Office: #1685, 4th Floor, 27th Main Rd, Sector 2, HSR Layout, Bengaluru, Karnataka 560102
CIN-U72900KA2020PTC135305
www.teachmint.com


PRINCIPAL
OVH & Dr. HS MIC College of Technology
Kanchikacharla, N.T.R. Dt.
Andhra Pradesh, India - Pin: 521180



If any dispute or differences arises between the parties at any time in connection with the validity, interpretation, implementation or alleged breach of any provision of this Order Form, the parties shall endeavour to settle such dispute amicably, such dispute shall be referred to a sole arbitrator which will be appointed with mutual consent of the parties. In the event the parties are unable to mutually agree on or identify the sole arbitrator within 15 (fifteen) days in the manner specified above, then the arbitration proceedings shall be conducted by 3 (three) arbitrators, of which one arbitrator shall be appointed by Licensee, the other arbitrator by the Company and both such arbitrators appointed shall mutually appoint the third presiding arbitrator. The arbitration proceedings shall be governed by the provisions of the Arbitration and Conciliation Act, 1996 or any statutory modification or enactment thereof. The seat of arbitration shall exclusively be Bengaluru.

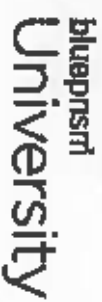
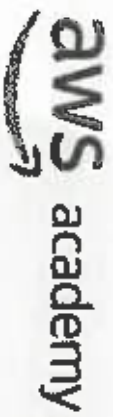
In Witness hereof, the parties hereto have executed this Order Form number: TMTPO2202013 by persons duly authorized as of the date and year first above written.

Teachmint Technologies Private Limited	DVR & Dr. HS MIC College of Technology
Signature: 	Signature: 
Name: Aditya Agrawal	Name: Dr. K Srinivas
Title: VP, Business	Title: Principal
Email: aditya@teachmint.com	Email: principal@mictech.ac.in
Date: February 7, 2022	Date: February 7, 2022

Dr. K. SRINIVAS, M.Tech., Ph.D (UNTUN)
PRINCIPAL
DVR & Dr. HS MIC College of Technology
Kanchikacherla, Krishna Dt.
Andhra Pradesh, India – Pin: 521180.


PRINCIPAL
DVR & Dr. HS MIC College of Technology
Kanchikacherla, N.T.R. Dt.
Andhra Pradesh, India – Pin: 521180

INDUSTRY CENTER OF EXCELLENCE



DVR & Dr. HS MIC College of Technology
Andhra Pradesh

in association with



Nation Building Through Skills



P. PRINCHAL



EduSkills

Nation Building Through Skills

An ISO 9001 : 2015 Certified Organisation

Certificate of Membership

This is to certify that

**DVR & Dr. HS MIC College of Technology
Andhra Pradesh**

is an institutional member
of EduSkills Foundation

Director, EduSkills



Valid Till : APR 2025

Membership No :



052006220419225



www.eduskillsfoundation.org

Andhra Pradesh, India – Pin: 521180



ఆంధ్ర ప్రదేశ్ రాష్ట్రం ANDHRA PRADESH

Plot Hall BX 565264

సం. No. 1234... Dr. 12/07/18... Rs 100/-

R. NAGAMALLESWARARAO
 LICENSED STAMP VENDOR
 L. No. 06-18-00-6/2007
 R. L. No. 06-18-005-2017
 KANCHIKACHERLA VILLAGE
 Phone No. : 8878-274982

Dr. Y. Sudheer Babu to Y.V. Subbarao, Kanchikacherla
 or where DVR & Dr. HS. MIC College of Technology
 Kanchikacherla.

PREAMBLE

Whereas, DVR & Dr. HS MIC College of Technology at its various engineering and sciences departments is charged with responsibility of training technical and scientific manpower in various front-line areas of importance for the Nation and is also contributing to the rapidly growing scientific and technological knowledge and professional excellence in Science & Technology by undertaking industrial & applied research and consultancy.

WHEREAS, CANTER CADD is engaged in guiding students in the area of product Design & Development using CAD Tools.

WHEREAS, both MIC and CANTER CADD, now

Recognizing the importance of research and development in the areas of product Design & Development using CAD Tools, as well as imparting Design & Development to the engineering/technology/sciences students, etc.

Dr. Y. SUDHEER BABU, Ph.D., M.Tech
 PRINCIPAL
 Devalani Vokats Ramani & Dr. H. S. Prasad
 MIC College of Technology
 KANCHIKACHERLA, Krishna District



PRINCIPAL
 DVR & Dr. HS MIC College of Technology
 Kanchikacherla, N.T.R. Dt.
 Andhra Pradesh, India - Pin: 521180

- Appreciating the need for creation of large reservoir of highly qualified manpower in all fields related to Design.
- Desiring to club their efforts by pooling their expertise and resources,

INTEND to form a nucleus for promoting excellent quality manpower in the fields of engineering, technology and sciences with special emphasis on design of Civil Engineering drawings and Structural design and related fields etc.

NOW, THEREFORE, in consideration of the mutual promises made herein and of good and valuable consideration, the receipt and sufficiency of which both MIC and CANTER CADD hereby acknowledge, MIC and CANTER CADD hereby agree to sign a memorandum of understanding (MOU).

ARTICLE-I: SCOPE OF THE MOU


This MOU details the modalities and general conditions regarding collaboration between MIC and CANTER CADD for enhancing, within the country, the availability of highly qualified manpower in the areas of design without any prejudice to prevailing rules and regulations in MIC and CANTER CADD without any disregard to any mechanism evolved and approved by the competent authorities under Govt. of India in so far as such mechanism applies to MIC and CANTER CADD. The areas of cooperation can be extended through mutual consent.

ARTICLE-II: SCOPE AND TERMS OF INTERACTIONS

Both MIC and CANTER CADD shall encourage interactions between the Engineers, Scientists, Research fellows, faculty members and students of both the organizations through the following arrangements:

- Exchange of personnel through deputation as per the rules of the respective institute, for limited periods as mutually agreed upon;
- Organization of joint conferences and seminars;
 - Practical training of MIC students at CANTER CADD.
 - Joint guidance of student projects/thesis in CANTER CADD.
 - And other areas of national interest at MIC by CANTER CADD on mutually agreeable terms.
- CANTER CADD would accommodate B.Tech students who have completed the 6th semester of their programme in such a number that deems convenient to it for the purpose of imparting training in design and drafting.
- CANTER CADD as depute its personnel as visiting faculty at MIC to teach any of the regular Course or specialized topics.

Page 3 of 6


Dr. Y. SURESH BABU, Ph.D., IITM
PRINCIPAL
 Divisional Vardats Ramana & Dr. Hiteshkar
 MIC College of Technology
 KANCHIKACHERLA, Krishna District




PRINCIPAL
DORA & Dr. HS MIC College of Technology
 Kanchikacherla, N.T.R. Dt.
 Andhra Pradesh, India - Pin: 521180

- e) CANTER CADD may request MIC to design and teach a Course or Courses which it deems fit to enhance quality and performance of its employees. Such Courses maybe run at any mutually convenient premises.
- f) CANTER CADD may seek assistance/guidance of MIC faculty member/s in product/process modification, modernization, trouble shooting, etc.
- g) CANTER CADD would allow the industrial visits of students for half/full day to provide them with an exposure to various software's etc.
- h) CANTER CADD may showcase its business activities at the seminar/ workshop/ conference, etc. at MIC.
- i) CANTER CADD may avail library, Internet, computational facilities at MIC.
- j) In any of the activities mentioned above, wherever financial aspects are involved, amount, payment conditions, etc. would be spelt out clearly before starting the activity.


ARTICLE-III: SHARING OF FACILITIES

- a) MIC and CANTER CADD shall make provisions to share their respective important R&D facilities in order to promote academic and research interaction in the areas of cooperation.
- b) MIC and CANTER CADD shall permit the sharing software and other materials and components developed in-house in the areas of cooperation, if permissible within the rules governing the two institutions. However, responsibility for safety of software and other materials during the exchange will rest on respective Head of academic department/section.
- c) MIC and CANTER CADD shall provide access to the library facilities to scientists, members of faculty and students as per the prevailing rules and norms in the respective institutes.

ARTICLE-IV: CO-ORDINATION OF THE PROGRAMME INCLUDING FINANCIAL ARRANGEMENTS

- a) The collaborative programme between MIC and CANTER CADD shall be coordinated by a coordination committee appointed by Directors of both the Institutes.
- b) Financial arrangements for each specific collaboration will be decided on a case-to-case basis and brought on record in each case after due approval from heads of both the Institutions.

Page 4 of 6


Dr. Y. SUCEEER BABU, Ph.D., IITM
PRINCIPAL
 Devineni Venkata Ramany & Dr. Himansu Sekhar
MIC College of Technology
KANCHIKACHERLA, Krishna District




PRINCIPAL
DVR & Dr. HS MIC College of Technology
Kanchikacherla, N.T.R. Dt.
Andhra Pradesh, India - Pin: 521180

ARTICLE-V: EFFECTIVE DATE AND DURATION OF MOU

- a) This MOU shall be effective from the date of its approval by competent authorities at both ends.
- b) The duration of the MOU shall be for a period of 5 years from the effective date.
- c) During its tenancy, the MOU may be extended or terminated by a prior notice of not less than six months by either party. However, termination of the MOU will not in any manner affect the interests of the students/faculty/scientists who have been admitted to pursue a programme under the MOU.
- d) Any clause or article of the MOU may be modified or amended by mutual agreement of CANTER CADD and MIC.

ARTICLE-VI: IPR

Rights regarding publications, patents, royalty, ownership of software/design/product developed etc. under the scope of this MOU, shall be decided by the two parties by mutual consent.

ARTICLE-VII: CONFIDENTIALITY

During the tenure of the MOU both MIC and CANTER CADD will maintain strict confidentiality and prevent disclosure of all the information and data exchanged under the scope of this MOU for any purpose other than in accordance with this MOU.

Both MIC and CANTER CADD shall bind their respective personnel who come into possession or knowledge of any confidential information not to disclose the same to third parties without written approval of the disclosing party or use such confidential information for any use other than intended under this agreement or PROJECTS.

Further both MIC and CANTER CADD shall put in place adequate and reasonable measures to keep and store confidential information secure so as to prevent any unauthorized use.

CONFIDENTIAL INFORMATION shall mean any proprietary information, data or facts belonging to PARTIES collectively or severally, disclosed by the disclosing party under this agreement or any subsequent agreement, whether in writing, verbal or electronically, irrespective of the medium in which such information is stored, which is marked confidential or with any other words having similar meaning by the disclosing party, or specifically agreed to be kept confidential by the parties, or declared or identified so by the disclosing party before such disclosure or during the discussions. However confidential information shall not include any data or information which:

- (a) is or becomes publicly available through no fault of the receiving party,
- (b) is already in the rightful possession of the receiving party prior to its receipt of such data or information;
- (c) is independently developed by the receiving party without reference to the confidential

Page 5 of 6


Dr. Y. SUDHEER BABU, Ph.D., IITM,
PRINCIPAL
Deputy Vice-Chancellor & Dr. H. S. Prasad
MIC College of Technology
KANCHIKACHERLA, Krishna District




PRINCIPAL
DVR & Dr. HS MIC College of Technology
Kanchikacherla, N.T.R. Dt.
Andhra Pradesh, India - Pin: 521180

- information of the disclosing party
- (a) is rightfully obtained by the receiving party from a third party or is in the public domain
 - (b) is disclosed with the written consent of the party whose information it is, or
 - (c) is disclosed pursuant to court order or other legal compulsion, after providing prior notice to the disclosing party.

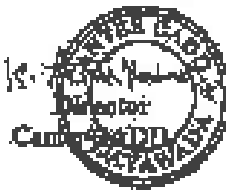
ARTICLE-VIII: AMENDMENTS

Any amendment and/or addenda to the AGREEMENT shall be in writing and signed by the PARTIES hereto and shall only after such execution, be deemed to form part of the AGREEMENT and have the effect of modifying the AGREEMENT to the extent required by such amendment or addenda.

ARTICLE-IX: MISCELLANEOUS

- a) The headings and sub-headings are inserted for convenience only and shall not affect the construction of this Agreement.
- b) Both MIC and CANTER CAD'D shall not, during the term of this Agreement directly or indirectly, solicit or offer employment or engagement to any of the personnel of other party without the prior consent in writing of that other party.
- c) No failure to exercise and no delay in exercising, on the part of a Party, any right, remedy, power or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege. The rights, remedies, power and privileges herein provided are cumulative and not exclusive of any right, remedies, powers and privileges provided by law.
- d) After this Agreement has been signed, all preceding understandings/negotiations and correspondence pertaining to it shall become null and void.

IN WITNESS WHEREOF PARTIES HERE TO HAVE ENTERED INTO THIS AGREEMENT EFFECTIVE AS ON THE DATE AND YEAR FIRST WRITTEN ABOVE.



1
2
Witness
A. Jeyapalan
S. Jeyapalan
Date

[Signature]
Principal,
DVR & Dr. HS MIC College of
Technology, Kanchikacherla, N.T.R. Dt.,
Andhra Pradesh.
PRINCIPAL
Dr. H. S. M. Srinivasulu Reddy
MIC College of Technol.,
KANCHIKACHERLA, N.T.R. Dt.,
Andhra Pradesh.
1
2
Date

[Signature]
PRINCIPAL
DVR & Dr. HS MIC College of Technology
Kanchikacherla, N.T.R. Dt.
Andhra Pradesh, India - Pin: 521180



ఆంధ్ర ప్రదేశ్ ఆంధ్ర ప్రదేశ్ ANDHRA PRADESH

Install BX 565261

శా.నం. 3991, ది. 18/07/18, రూ. 100/-

Dr. Y. Sudheer Babu s/o Y.V. Subbarao, Kanchikacherla
 or whom DVR & Dr. HS MIC College of Technology, Kanchikacherla.

R. NAGAMALLESWARA RAO
 LICENSED STAMP VENDOR
 L. No. 06-18-00-67007
 P. L. No. 06-18-005-2017
 KANCHIKACHERLA VILLAGE
 Phone No. : 08678-274962

PREAMBLE

Whereas, DVR & Dr. HS MIC College of Technology at its various engineering and sciences departments is charged with responsibility of training technical and scientific manpower in various front-line areas of importance for the Nation and is also contributing to the rapidly growing scientific and technological knowledge and professional excellence in Science & Technology by undertaking industrial & applied research and consultancy.

WHEREAS, Lachan Infra Projects is engaged in Construction of Group houses, Apartments, Villas and development of plots in Andhra, Telangana development and consultancy in the field of manufacturing and related fields.

WHEREAS, both MIC and Lachan Infra Projects, now

- Recognizing the importance of research and development in the areas of manufacturing and erection of new machinery, as well as imparting industrial training to the engineering/technology/sciences students, etc.
- Appreciating the need for creation of large reservoir of highly qualified manpower in all fields related to manufacturing.
- Desiring to club their efforts by pooling their expertise and resources.

Page 2 of 5

Dr. Y. SUDHEER BABU, Ph.D.
 PRINCIPAL
 Devipati Venkata Rao s/o Dr. Hanumanth Babu
 MIC College of Technology
 KANCHIKACHERLA, Krishna District



For LACHAN INFRA PROJECTS

H.O. [Signature]
 REPRESENTATIVE

[Signature]
 PRINCIPAL
 DVR & Dr. HS MIC College of Technology
 Kanchikacherla, N.T.R. Dt.
 Andhra Pradesh, India - Pin: 521180

INTEND to form a nucleus for promoting excellent quality manpower in the fields of engineering, technology and sciences with special emphasis on manufacturing of machinery spare parts, erection of industrial machinery and related fields etc.

NOW, THEREFORE, in consideration of the mutual promises made herein and of good and valuable consideration, the receipt and sufficiency of which both MIC and Lachan Infra Projects hereby acknowledge, MIC and Lachan Infra Projects hereby agree to sign a memorandum of understanding (MOU).

ARTICLE-I: SCOPE OF THE MOU

This MOU details the modalities and general conditions regarding collaboration between MIC and Lachan Infra Projects for enhancing, within the country, the availability of highly qualified manpower in the areas of manufacturing without any prejudice to prevailing rules and regulations in MIC and Lachan Infra Projects without any disregard to any mechanism evolved and approved by the competent authorities under Govt. of India in so far as such mechanism apply to MIC and Lachan Infra Projects. The area of cooperation can be extended through mutual consent.

ARTICLE-II: SCOPE AND TERMS OF INTERACTIONS

Both MIC and Lachan Infra Projects shall encourage interactions between the Engineers, Scientists, Research Fellows, faculty members and students of both the organizations through the following arrangements:

- a) Exchange of personnel through disputation as per the rules of the respective institute, for limited periods as mutually agreed upon;
- b) Organization of joint conferences and seminars;
-Practical training of MIC students at Lachan Infra Projects.
-Joint guidance of student projects/thesis in Lachan Infra Projects.
-And other areas of national interest at MIC by Lachan Infra Projects on mutually agreeable terms.
- c) Lachan Infra Projects would accommodate B.Tech students who have completed the 6th semester of their programme in such a number that deems convenient to it for the purpose of imparting industrial training.
- d) Lachan Infra Projects may depute its personnel as visiting faculty at MIC to teach any of the regular Course or specialized topics.
- e) Lachan Infra Projects may request MIC to design and teach a Course or Courses which it deems fit to enhance quality and performance of its employees. Such Courses may be run at any mutually convenient premises.

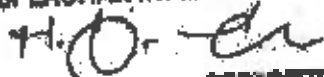

Dr. Y. SUDEEP BABU, Ph.D., M.Tech.
PRINCIPAL
Newspaper Workers' Training & De-Mineralisation
MIC College of Technology
KANCHIKACHERLA, Krishna District



Page 3 of 6



For LACHAN INFRA PROJECTS


H. O. Ch
PRESIDENT


PRINCIPAL
JVR & Dr. HS MIC College of Technology
Kanachacherla, N.T.R. Dt.
Andhra Pradesh, India - Pin- 521180

- f) Lachan Infra Projects may seek assistance/guidance of MIC faculty member/s in product/process modification, modernization, trouble shooting, etc.
- g) Lachan Infra Projects would allow the industrial visits of students for half/full day to provide them with an exposure to various equipment, instrument, etc.
- h) Lachan Infra Projects may showcase its business activities at the seminars/ workshop/ conference, etc. at MIC.
- i) Lachan Infra Projects may avail library, Internet, computational facilities at MIC.
- j) In any of the activities mentioned above, wherever financial aspects are involved, amount, payment conditions, etc. would be spelt out clearly before starting the activity.

ARTICLE-III: SHARING OF FACILITIES

- a) MIC and Lachan Infra Projects shall make provisions to share their respective important R&D facilities in order to promote academic and research interaction in the areas of cooperation.
- b) MIC and Lachan Infra Projects shall permit the sharing software and other materials and components developed in-house in the areas of cooperation, if permissible within the rules governing the two institutions. However, responsibility for safety of software and other materials during the exchange will rest on respective Head of academic department/section.
- c) MIC and Lachan Infra Projects shall provide access to the library facilities to scientists, members of faculty and students as per the prevailing rules and norms in the respective institutes.

ARTICLE-IV: CO-ORDINATION OF THE PROGRAMME INCLUDING FINANCIAL ARRANGEMENTS

- a) The collaborative programme between MIC and Lachan Infra Projects shall be coordinated by a coordination committee appointed by Directors of both the Institutes.
- b) Financial arrangements for each specific collaboration will be decided on a case-to-case basis and brought on record in each case after due approval from heads of both the institutions.

ARTICLE-V: EFFECTIVE DATE AND DURATION OF MOU

- a) This MOU shall be effective from the date of its approval by competent authorities at both ends.
- b) The duration of the MOU shall be for a period of 5 years from the effective date.

Dr. V. SUDHEER BABU, Ph.D., IIT,
PRINCIPAL
Deputy Vice-Chancellor & Dr. Hemachandhar
MIC College of Technology
KANCHIKACHERLA, Krishna District



For LACHAN INFRA PROJECTS
H. O. - [Signature]
PROPRIETOR.

[Signature]
PRINCIPAL
Dr. V. S. MIC College of Technology,
Kanchikacherla, N.T.R. Dt.
Andhra Pradesh, India - Pin: 521160

- c) During its tenancy, the MOU may be extended or terminated by a prior notice of not less than six months by either party. However, termination of the MOU will not in any manner affect the interests of the students/faculty/scientists who have been admitted to pursue a programme under the MOU.
- d) Any clause or article of the MOU may be modified or amended by mutual agreement of Lachan Infra Projects and MIC.

ARTICLE-VI: IPR.

Rights regarding publications, patents, royalty, ownership of software/design/product developed etc. under the scope of this MOU, shall be decided by the two parties by mutual consent.

ARTICLE-VII: CONFIDENTIALITY


During the tenure of the MOU both MIC and Lachan Infra Projects will maintain strict confidentiality and prevent disclosure of all the information and data exchanged under the scope of this MOU for any purpose other than in accordance with this MOU.

Both MIC and Lachan Infra Projects shall bind their respective personnel who come into possession or knowledge of any confidential information not to disclose the same to third parties without written approval of the disclosing party or use such confidential information for any use other than intended under this agreement or PROJECTS.

Further both MIC and Lachan Infra Projects shall put in place adequate and reasonable measures to keep and store confidential information secure so as to prevent any unauthorized use.

CONFIDENTIAL INFORMATION shall mean any proprietary information, data or facts belonging to PARTIES collectively or severally, disclosed by the disclosing party under this agreement or any subsequent agreement, whether in writing, verbal or electronically, irrespective of the medium in which such information is stored, which is marked confidential or with any other words having similar meaning by the disclosing party, or specifically agreed to be kept confidential by the parties, or declared or identified so by the disclosing party before such disclosure or during the discussions. However confidential information shall not include any data or information which:

- (a) is or becomes publicly available through no fault of the receiving party,
- (b) is already in the rightful possession of the receiving party prior to its receipt of such data or information;
- (c) is independently developed by the receiving party without reference to the confidential information of the disclosing party
- (d) is rightfully obtained by the receiving party from a third party or is in the public domain
- (e) is disclosed with the written consent of the party whose information it is, or
- (f) is disclosed pursuant to court order or other legal compulsion, after providing prior notice to the disclosing party.

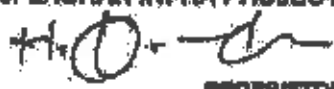

Dr. Y. SUDHEER BABU, Ph.D., M.Tech.
PRINCIPAL
 Deemed to be University of Dr. H.N. Reddy
KITL College of Technology
 K.V.V. Road, ERKA, Krishna District



Page 5 of 5



For LACHAN INFRA PROJECTS


PROPRIETOR


PRINCIPAL
EVN & Dr. HS MIC College of Technology
 Nanchikallu, N.T.R. Dt.
 Andhra Pradesh, India - Pin: 521180

ARTICLE-VIII: AMENDMENTS

Any amendment and/or addenda to the AGREEMENT shall be in writing and signed by the PARTIES hereto and shall only after such execution be deemed to form part of the AGREEMENT and have the effect of modifying the AGREEMENT to the extent required by such amendment or addenda.

ARTICLE-IX: MISCELLANEOUS

- a) The headings and sub-headings are inserted for convenience only and shall not affect the construction of this Agreement.
- b) Both MIC and Lachan Infra Projects shall not, during the term of this Agreement directly or indirectly, solicit or offer employment or engagement to any of the personnel of other party without the prior consent in writing of that other party.
- c) No failure to exercise and no delay in exercising, on the part of a Party, and right, remedy, power or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege. The rights, remedies, power and privileges herein provided are cumulative and not exclusive of any right, remedies, powers and privileges provided by law.
- d) After this Agreement has been signed, all preceding understandings/negotiations and correspondence pertaining to it shall become null and void.

IN WITNESS WHEREOF PARTIES HERE TO HAVE ENTERED INTO THIS AGREEMENT EFFECTIVE AS ON THE DATE AND YEAR FIRST WRITTEN ABOVE.



For **LACHAN INFRA PROJECTS**
Lachan Infra Projects

[Signature]
PROPRIETOR.

- Witness
- 1 *M. Appala*
 - 2 *G. Ramesh*

Date



[Signature]
Dr. Y. SUDHAKAR BABU, Ph.D, JTL
& Dr. HS MURUGESHAN, Ph.D, JTL
Kanchikacherla, N.T.R. Dt.
MIC College of Technology
KANCHIKACHERLA, Krishna District

Witness

- 1 *[Signature]*
- 2 *[Signature]*

Date

[Signature]
PRINCIPAL
Dr. HS MURUGESHAN, Ph.D, JTL
MIC College of Technology
Kanchikacherla, N.T.R. Dt.
Andhra Pradesh, India - Pin: 521208



ఆంధ్ర ప్రదేశ్ రాష్ట్రం ANDHRA PRADESH
 పేరు M. Venkata Sagar & Ksheera Sagar Rao
 or whom Uyyayuntla

CR 773084
 M. N. MALLESWARI
 LICENCED STAMP VENDOR
 L.No.: 08-18-02/1887
 R.L. No.: 08-18-024
 #18, VTP Road, Bhubaneswar-751 036
 Cell : 9440667960

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (hereinafter referred to as "MoU") entered into on 29th day of July 2020 by and between:

National Highways Authority of India (NHAI) which expression shall, unless repugnant to the context or meaning thereof be deemed to mean and include its successors and permitted assigns, of the First party;

AND

The Devidhani Venkata Ramana & Dr. Hima Sekhar MIC College of Technology, Kanchikacherla (hereinafter called as MICT, Kanchikacherla which the expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successors and permitted assigns) of the Second Party.

WHEREAS,

Both the MICT, Kanchikacherla and NHAI are desirous of working together with mutual cooperation for dissemination of respective expertise in civil/highway engineering field through the road infrastructure development.

[Signature]
 Devidhani Venkata Ramana & Dr. Hima Sekhar
MICT College of Technology
 KANCHIKACHERLA-521 180,
 Krishna District, A.P., INDIA.

[Signature]
 Project Director,
 NHAI, PULI, VIJAYAWADA

[Signature]
PRINCIPAL
 DVR & Dr. HS MIC College of Technology
 Kanchikacherla, N.T.R. Dt.
 Andhra Pradesh, India - Pin- 521180

NHA

NHA shall provide the list of potential candidate National Highway stretches for adopting by the Technical Institute;


1. NHA Shall provide the list of potential candidate National Highway stretches for adopting by the Technical Institute;
2. NHA shall facilitate availability of relevant data required with specific reference to the above stretches through its field office/consultant/concessionaire/contractor engaged in the project ;
3. NHA will nominate an officer as a point of contact for all correspondence in carrying out the defined objective;
4. NHA shall facilitate the faculty, researchers and students of the institute to give access to the site of the identified stretch being adopted by the Technical Institute, relevant documents for the purpose of activities to be carried by these intellectuals of the Institute;
5. NHA through its field office/Consultant/Concessionaire/Contractor engaged in the project, as per reasonable requirement, will disseminate and familiarize the latest trends and know how in highway/transportation sector in general and the identified project in specific to the authorized faculty, researchers and students of the Institute;
6. NHA may suitably adopt the research output and feedback received from the Technical Institute in practice for qualitative improvement as deemed fit at appropriate stage of implementation.
7. NHA may support creation of Lab infrastructure in the institute and can sponsor relevant research project that helps in using alternative resource material and improving quality of roads.
8. The NH stretch adopted can be co-branded with the associated technical institute by NHA

MIC, Kanchikacherla

- a. The Institute shall adopt stretch(es) of NHs as specified in the Appendix-1 as a voluntary initiative.
- b. The Technical Institute through its authorized faculty, researchers and students will carry out periodic investigation and give suitable suggestions for improving the efficiency of existing highway asset inter alia covering the following aspects;
 - (i) Improvements in safety provision by removing existing deficiencies;
 - (ii) Improvements in continual maintenance of the stretch using new technologies;

Director, Technical Institute
MIC College of Technology
KANCHIKACHERLA-521 130,
Krishna District, A.P., INDIA.


Project Director
NHA, PIU, VIJAYAWADA


PRINCIPAL
JVR & Dr. HS MIC College of Technology,
Kanchikacherla, N.T.R. Di.
Krishna District, India - Pin: 521130

NOW, THEREFORE, IT IS HEREBY AGREED BY THE PARTIES AS FOLLOWS:

1. INTENT

National Highways Authority of India (NHAI) intends to associate MICT, Kanchikacherla who shall voluntarily contribute its share of experience for betterment of the highway infrastructure.

2. SCOPE OF THE MOU

The primary scope of MoU Inter alia includes the following:

- (i) NHAI shall facilitate the faculty, researchers and students of the Institute to familiarize with the latest trends in the highway/transportation sector with a common objective of sharing the knowledge in their respective domain. This will, in one hand, facilitate to bridge the industry-institution gap and familiarize students with the latest trends in industry and on the other hand the research output could be suitably adopted in practice by NHAI.
- (ii) The Institute shall adopt nearby stretches of NHs as specified in the Appendix-1 as a voluntary initiative under ambit of Institutional Social Responsibility (ISR). The list of stretches may be modified by deletion/addition by mutual consent of NHAI and the Technical Institute.
- (iii) The adopted stretch may be used as a field of study for faculty, researchers and students.
- (iv) NHAI shall offer internship to 08(five) number of under graduate/postgraduate students of the Institute periodically and also extend stipend.
- (v) NHAI shall pay stipend @ Rs.8500 (Rupees Eight Thousand only) per month for undergraduate students and @ Rs. 15,000 (Rupees Fifteen Thousand only) per month to Postgraduate students in Transportation Engg., Structural Engg., Geotechnical Engg., Hydraulics Engg., Infrastructure Systems, Earthquake Engg., Urban & Rural Planning, Disaster Mitigation & Management, etc. All other arrangements including stay shall be responsibility of the Institute. However, depending upon availability, NHAI will extend stay and transportation facility to the interns within the project jurisdiction on best effort basis.

3. Roles and Responsibilities

The scope of this MoU shall be carried out in a collaborative mode between NHAI and the MICT, Kanchikacherla. The Roles & Responsibilities of NHAI and the MICT, Kanchikacherla in performing the defined objective shall be as follows:

[Signature]
Principal
MTC College of Technology
KANCHIKACHERLA-521 100,
Nellore District, A.P., 520004.

[Signature]
Project Director
NHAI, P.M., VIJAYAWADA

[Signature]
PRINCIPAL
SVR & Dr. HS MIC College of Technology,
Kanchikacherla, N.T.R. Dt.
Andhra Pradesh, India - Pin: 521100

- (iii) Localized solutions for removal of congestion points thereby increasing the average speed of traffic flow;
- (iv) Improvements in the riding comfort through cost effective measures based on innovative technologies or practices applicable in the area;
- (v) Viability of new way side amenities for road user based on the existing traffic pattern and user expectations;
- (vi) Potential solutions to old recurring problems based on local experience etc.

c. The Institute may also associate with the Consultants/NHAJ during conceptualization, design and project preparation of new projects and suggest the relevant parameters and innovations based on experience specific to the site climate, topography and resource potential for better socio economic outcome

d. The Technical Institute will nominate a coordinator as a point of contact for all correspondence in carrying out the defined objective as well as inform, from time to time.

4. EFFECTIVE DATE AND PERIOD OF MoU

This MoU shall come into effect for all its intents and purposes from the immediate effect and shall remain valid for a period of 5 years from the date of signing unless terminated earlier by mutual consent by either party by giving 60 days' notice in writing to the other party.

For NICT, Kanchikacherla

For NHAJ

[Signature]
 Director/In-charge
MIC College of Technology
 KANCHIKACHERLA-521 180,
 Srisaheb District, A.P., INDIA.
 (Authorized Signatory)

[Signature]
 (PD, PIU-Vijayawada) 29/1/2012

(RO- Vijayawada)

Witness: *[Signature]*
 (S.V. Siva Subrahma)

Witness:
[Signature]
(AMRIT LAL SAHU)
MANAGER (TECH)

nhaipiu@ gmail. com

Mr. Jaitra,
 9966 29 84 83 ✓

[Signature]
PRINCIPAL
DVR & Dr. HS MIC College of Technology,
Kanchikacherla, N.T.R. Dt.
Andhra Pradesh, India - Pin: 521180

APPENDIX-1

The Institute shall adopt the following stretch of NHs as a voluntary initiative under the ambit of Institutional Social Responsibility (ISR).

S. No	Details of the stretch (From Chainage to Chainage)	NH No	Length (Km)	Stage of implementation (completed/under construction/under maintenance/project preparation)	Remarks
1	6-Laning of Nandigama Bypass on NH-63 (From Km. 223,700 to Km 227,480)	63	4.78	Under Construction	
1	4- Laning of Nandigama-Vijayawada on NH-63 (From Km 227,480 to Km 238,200)	63	10.72	Under Maintenance	

Above list of stretches may be modified by deletion/addition by mutual consent of NHAI and the Technical Institute.

Principal
 Technical Institute
 National Institute of Technology
NITC College of Technology
 KANCHIKACHERLA-521 100
 Krishna District, Andhra Pradesh, INDIA



Project Director
 NHAI, VIJAYAWADA

Principal
PRINCIPAL
 JVR & Dr. HS NITC College of Technology
 Kanchikachada, N.T.R. Dt.
 Andhra Pradesh, India - Pin: 521100



ఆంధ్ర ప్రదేశ్ ఆంధ్ర ప్రదేశ్ ANDHRA PRADESH

Postall BX 565260

Sl. No. 2990 D. No. 18/01/85. R. No. 100

P. NAGAMALLESNARAO
 LICENSED STAMP VENDOR
 L. No. 98-1840-8/2007
 R. L. No. 08-18-005-2017
 KANEHRKACHERLA VILLAGE
 Phone No. : 08678-374362

Dr. Y. Suresh Babu & Dr. Y.V. Subbarao Kanchikacharla
 or which Dr. Y. Suresh Babu & Dr. HS MIC College of Technology
 Kanchikacharla

PREAMBLE

Whereas, DVA & Dr. HS MIC College of Technology at its various engineering and sciences departments is charged with responsibility of training technical and scientific manpower in various front-line areas of importance for the Nation and is also contributing to the rapidly growing scientific and technological knowledge and professional excellence in Science & Technology by undertaking industrial & applied research and consultancy;

WHEREAS, VA Developers is engaged in Construction of Group houses, Apartments, Villas and development of plots in Andhra, Telangana development and consultancy in the field of manufacturing and related fields.

WHEREAS, both MIC and VA Developers, now

- Recognizing the importance of research and development in the areas of manufacturing and creation of new machinery, as well as imparting industrial training to the engineering/technology/sciences students, etc.
- Appreciating the need for creation of large-reservoir of highly qualified manpower in all fields related to manufacturing.
- Deciding to club their efforts by pooling their expertise and resources.

Page 2 of 4

[Signature]
Dr. Y. SURESH BABU, Principal
 PRINCIPAL
 Dr. Y. Suresh Babu & Dr. HS MIC College of Technology
 N. KANEHRKACHERLA, Kanchikacharla



For VA DEVELOPERS
[Signature]
 Principal

[Signature]
PRINCIPAL
 DVA & Dr. HS MIC College of Technology,
 Kanchikacharla, N.T.R. Dt.
 Andhra Pradesh, India - Pin: 521160

INTEND to form a nucleus for promoting excellent quality manpower in the fields of engineering, technology and sciences with special emphasis on manufacturing of machinery spare parts, sections of industrial machinery and related fields etc.

NOW, THEREFORE, in consideration of the mutual promises made herein and of good and valuable consideration, the receipt and sufficiency of which both MIC and VA Developers hereby acknowledge, MIC and VA Developers hereby agree to sign a memorandum of understanding (MOU).

ARTICLE-I: SCOPE OF THE MOU


This MOU details the modalities and general conditions regarding collaboration between MIC and VA Developers for enhancing, within the country, the availability of highly qualified manpower in the areas of manufacturing without any prejudice to prevailing rules and regulations in MIC and VA Developers without any disregard to any mechanism evolved and approved by the competent authorities under Govt. of India in so far as such mechanism applies to MIC and VA Developers. The areas of cooperation can be extended through mutual consent.

ARTICLE-II: SCOPE AND TERMS OF INTERACTIONS


Both MIC and VA Developers shall encourage interactions between the Engineers, Scientists, Research fellows, Faculty members and students of both the organizations through the following arrangements:

- a) Exchange of personnel through deputation as per the rules of the respective institutes, for limited periods as mutually agreed upon;
- b) Organization of joint conferences and seminars;
-Practical training of MIC students at VA Developers;
-Joint guidance of student projects/thesis at VA Developers.
-And other areas of national interest at MIC by VA Developers on mutually agreeable terms.
- c) VA Developers would accommodate B.Tech. students who have completed the 5th semester of their programme in such a number that deems equivalent to it for the purpose of imparting industrial training.
- d) VA Developers may depute its personnel as visiting faculty at MIC to teach any of the regular Course or specialized topics.
- e) VA Developers may request MIC to design and teach a Course or Courses which it deems fit to enhance quality and performance of its employees. Such Courses may be run at any mutually convenient premises.
- f) VA Developers may seek assistance/guidance of MIC faculty members in product

Page 3 of 6


Dr. Y. SUDHAKAR BABU, Ph.D./M.Tech
PRINCIPAL
Deputy Director (Technical) & In-charge
MIC College of Technology
KANCHIACHERLA, Krishna District



For VA DEVELOPERS

Partner


PRINCIPAL
JVR & Dr. H.S. MIC College of Technology
Kanchiacherla, N.T.R. Dt.
Andhra Pradesh, India - Pin: 521180

process modification, modernization, trouble shooting, etc.

- e) VA Developers would allow the industrial visits of students for half/full day to provide them with an exposure to various equipment, instrument, etc.
- f) VA Developers may showcase its business activities at the seminar/ workshop / conference, etc. at MIC.
- g) VA Developers may avail library, Internet, computational facilities at MIC.
- d) In any of the activities mentioned above, wherever financial aspects are involved, amount, payment conditions, etc. would be spelt out clearly before starting the activity.

ARTICLE-III: SHARING OF FACILITIES

- a) MIC and VA Developers shall make provisions to share their respective important R&D facilities in order to promote academic and research interaction in the areas of cooperation.
- b) MIC and VA Developers shall permit the sharing software and other materials and components developed in-house in the areas of cooperation, if permissible within the rules governing the two institutions. However, responsibility for safety of software and other materials during the exchange will rest on respective Head of concerned department/section.
- c) MIC and VA Developers shall provide access to the library facilities to scientists, members of faculty and students as per the prevailing rules and norms in the respective institutes.

ARTICLE-IV: CO-ORDINATION OF THE PROGRAMME INCLUDING FINANCIAL ARRANGEMENTS

- a) The collaborative programme between MIC and VA Developers shall be coordinated by a coordination committee appointed by Directors of both the Institutes.
- b) Financial arrangements for each specific collaboration will be decided on a case-to-case basis and brought on record in each case after due approval from heads of both the Institutions.

ARTICLE-V: EFFECTIVE DATE AND DURATION OF MOU

- a) This MOU shall be effective from the date of its approval by competent authorities at both ends.
- b) The duration of the MOU shall be for a period of 5 years from the effective date.

Page 4 of 6


Dr. Y. SUDHEER BABU, Ph.D., IITM
PRINCIPAL

Principal Vachala Ramana & Dr. Uthraiah
MIC College of Technology
KANCHACHERLA, Krishna District




PRINCIPAL
DVR & Dr. HS MIC College of Technology,
Kanchikacharla, N.T.R. Dt.
Andhra Pradesh, India - Pin: 521180

- c) During its tenancy, the MOU may be extended or terminated by a prior notice of not less than six months by either party. However, termination of the MOU will not in any manner affect the interests of the students/faculty/scientists who have been admitted to pursue a programme under the MOU.
- d) Any clause or article of the MOU may be modified or amended by mutual agreement of VA Developers and MIC.

ARTICLE-VI IPR

Rights regarding publications, patents, royalty, ownership of software/design/product developed etc. under the scope of this MOU, shall be decided by the two parties by mutual consent.

ARTICLE-VII: CONFIDENTIALITY

During the tenure of the MOU both MIC and VA Developers will maintain strict confidentiality and prevent disclosure of all the information and data exchanged under the scope of this MOU for any purpose other than in accordance with this MOU.

Both MIC and VA Developers shall bind their respective personnel who come into possession or knowledge of any confidential information not to disclose the same to third parties without written approval of the disclosing party or use such confidential information for any use other than intended under this agreement or PROJECTS.

Further Both MIC and VA Developers shall put in place adequate and reasonable measures to keep and store confidential information secure so as to prevent any unauthorized use.

CONFIDENTIAL INFORMATION shall mean any proprietary information, data or facts belonging to PARTIES collectively or severally, disclosed by the disclosing party under this agreement or any subsequent agreement, whether in writing, verbal or electronically, irrespective of the medium in which such information is stored, which is marked confidential or with any other words having similar meaning by the disclosing party, or specifically agreed to be kept confidential by the parties, or declared or identified so by the disclosing party before such disclosure or during the discussions. However confidential information shall not include any data or information which:

- (a) is or becomes publicly available through no fault of the receiving party,
- (b) is already in the rightful possession of the receiving party prior to its receipt of such data or information;
- (c) is independently developed by the receiving party without reference to the confidential information of the disclosing party
- (d) is rightfully obtained by the receiving party from a third party or is in the public domain
- (e) is disclosed with the written consent of the party whose information it is; or
- (f) is disclosed pursuant to court order or other legal compulsion, after providing prior notice to the disclosing party.


Dr. Y. SUDHEER BABU, Ph.D., IITM
PRINCIPAL
 Dr. Y. Venkata Ramana & Dr. Manoj Kumar
 11 College of Technology
 Kanchikacherla, Kothnada District



For VA DEVELOPERS

 Partner


PRINCIPAL
Dr. H.S. MIC College of Technology
 Kanchikacherla, N.T.R. Dt.
 Andhra Pradesh, India - Pin: 521180

ARTICLE-VIII: AMENDMENTS

Any amendment or modification to the AGREEMENT shall be in writing and signed by the PARTIES hereto and shall only after such execution be deemed to form part of the AGREEMENT and have the effect of modifying the AGREEMENT to the extent required by such amendment or addition.

ARTICLE-IX: MISCELLANEOUS

- a) The headings and sub-headings are inserted for convenience only and shall not affect the construction of this Agreement.
- b) Both MIC and VA Developers shall not, during the term of this Agreement, directly or indirectly, solicit or offer employment or engagement to any of the personnel of either party without the prior consent in writing of that other party.
- c) No failure to exercise and no delay in exercising, on the part of a Party, and right, remedy, power or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege. The rights, remedies, power and privileges herein provided are cumulative and not exclusive of any right, remedies, powers and privileges provided by law.
- d) After this Agreement has been signed, all preceding understandings/negotiations and correspondence pertaining to it shall become null and void.

IN WITNESS WHEREOF PARTIES HERETO HAVE ENTERED INTO THIS AGREEMENT EFFECTIVE AS ON THE DATE AND YEAR FIRST WRITTEN ABOVE.

For VA DEVELOPERS
Managing Director
VA Developers
[Signature]



[Signature]
Principal
V.R. & Dr. H.S. MIC College of Technology,
Kanohikacherla, N.T.R. Dt.,
PRINCIPAL
Gandhinagar, Venkateswara Nagar & St. Michael's
MIC College of Technology,
KANOHIKACHERLA, N.T.R. District

Witness
1 *[Signature]*
2 *[Signature]*
Date

Witness
1 *[Signature]*
2 *[Signature]*
Date

[Signature]
PRINCIPAL
V.R. & Dr. H.S. MIC College of Technology
Kanohikacherla, N.T.R. Dt.
Andhra Pradesh, India - Pin: 521180



ఆంధ్ర ప్రదేశ్ రాష్ట్రం ANDHRA PRADESH

సం. 2281 - 22/12/2018, Rs 100/-

శ్రీ య. సుధీశ్ బాబు డి.ఎస్.ఎస్. కళాశాల, కంచీ
 య. సుధీశ్ బాబు డి.ఎస్.ఎస్. కళాశాల, కంచీ

Post Box 565259
 R. NAGAMALLI REDDARAO
 LICENSED STAMP VENDOR
 No. No. 06-18-2008/2009
 R.L. No. 28-19-006-2017
 KANCHIGACHETTA VILLAGE
 Phone No. : 08978-274982

WHEREAS, D.V.R & Dr. HS MIC College of Technology at its various engineering and sciences departments is charged with responsibility of training technical and scientific manpower in various front-line areas of importance for the Nation and is also contributing to the rapidly growing scientific and technological knowledge and professional excellence in Science & Technology by undertaking industrial & applied research and consultancy.

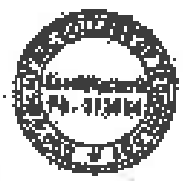
WHEREAS, Vishnu Lalpa Constructions Pvt. Ltd is engaged in Construction of Group houses, Apartments, Villas and development of plots in Andhra, Telangana development and consultancy in the field of manufacturing and related fields.

WHEREAS, both MIC and Vishnu Lalpa Constructions Pvt. Ltd, now

- Recognizing the importance of research and development in the area of manufacturing and creation of new machinery, as well as imparting industrial training to the engineering/technology students, etc.
- Appreciating the need for creation of large reservoir of highly qualified manpower in all fields related to manufacturing.
- Desiring to club their efforts by pooling their expertise and resources,

Page 2 of 4

[Signature]
 Dr. Y. SUDHEER BABU, ACADEMIC
 PRINCIPAL
 D.V.R & Dr. HS MIC College of Technology
 KANCHIGACHETTA, Kanchi District



VISHNU LALPA CONSTRUCTIONS P. L.
 R. Rajesh Gowd.
 Managing Director.

[Signature]
 PRINCIPAL
 D.V.R & Dr. HS MIC College of Technology
 Kanchikacherla, N.T.R. Dt.
 Andhra Pradesh - Pin: 521108

INTEND to form a nucleus for promoting excellent quality manpower in the fields of engineering, technology and sciences with special emphasis on manufacturing of machinery spare parts, erection of industrial machinery and related fields etc.

NOW, THEREFORE, in consideration of the mutual promises made herein and of good and valuable consideration, the receipt and sufficiency of which both MIC and Vishnukalpa Constructions Pvt. Ltd hereby acknowledge, MIC and Vishnukalpa Constructions Pvt. Ltd hereby agree to sign a memorandum of understanding (MOU).

ARTICLE-I: SCOPE OF THE MOU


This MOU details the modalities and general conditions regarding collaboration between MIC and Vishnukalpa Constructions Pvt. Ltd for enhancing, within the country, the availability of highly qualified manpower in the areas of manufacturing without any prejudice to prevailing rules and regulations in MIC and Vishnukalpa Constructions Pvt. Ltd without any disregard to any mechanism evolved and approved by the competent authorities under Govt. of India in so far as such mechanism applies to MIC and Vishnukalpa Constructions Pvt. Ltd. The areas of cooperation can be extended through mutual consent.

ARTICLE-II: SCOPE AND TERMS OF INTERACTIONS

Both MIC and Vishnukalpa Constructions Pvt. Ltd shall encourage interactions between the Engineers, Scientists, Research fellows, faculty members and students of both the organizations through the following arrangements:

- a) Exchange of personnel through deputation as per the rules of the respective institute, for limited periods as mutually agreed upon;
- b) Organization of joint conferences and seminars;
-Practical training of MIC students at Vishnukalpa Constructions Pvt. Ltd.
-Joint guidance of student projects/thesis in Vishnukalpa Constructions Pvt. Ltd.
-And other areas of national interest at MIC by Vishnukalpa Constructions Pvt. Ltd on mutually agreeable terms.
- c) Vishnukalpa Constructions Pvt. Ltd would accommodate B.Tech students who have completed the 6th semester of their programme in such a number that deems convenient to it for the purpose of imparting industrial training.
- d) Vishnukalpa Constructions Pvt. Ltd may depute its personnel as visiting faculty at MIC to teach any of the regular Course or specialized topics.
- e) Vishnukalpa Constructions Pvt. Ltd may request MIC to design and teach a Course or Courses which it deems fit to enhance quality and performance of its employees. Such Courses maybe run at any mutually convenient premises.

Page 2 of 6


Dr. Y. SUDHEER BABU, Ph.D, IITM
PRINCIPAL
Govind Vengal Rao Park & Dr. Hitesh Kumar
MIC College of Technology
KANCHIKACHERLA, Krishna District



VISHNU KALPA CONSTRUCTIONS PVT. LTD.


Manoj Kumar
Managing Director


PRINCIPAL
DVR & Dr. HS MIC College of Technology
Kanchikacherla, N.T.R. Dt.
Andhra Pradesh India - Pin: 521180

- d) Vishnukalpa Constructions Pvt. Ltd may seek assistance/guidance of MIC faculty members in product/process modification, modernization, trouble shooting, etc.
- e) Vishnukalpa Constructions Pvt. Ltd would allow the industrial visits of students for half/full day to provide them with an exposure to various equipment, instrument, etc.
- h) Vishnukalpa Constructions Pvt. Ltd may showcase its business activities at the seminar/workshop/conference, etc. at MIC.
- i) Vishnukalpa Constructions Pvt. Ltd may avail library, Internet, computational facilities at MIC.
- j) In any of the activities mentioned above, wherever financial aspects are involved, amount, payment conditions, etc. would be spelt out clearly before starting the activity.

ARTICLE-III: SHARING OF FACILITIES


- a) MIC and Vishnukalpa Constructions Pvt. Ltd shall make provisions to share their respective important R&D facilities in order to promote academic and research interaction in the areas of cooperation.
- b) MIC and Vishnukalpa Constructions Pvt. Ltd shall permit the sharing software and other materials and components developed in-house in the areas of cooperation, if permissible within the rules governing the two institutions. However, responsibility for safety of software and other materials during the exchange will rest on respective Head of academic department/section.
- c) MIC and Vishnukalpa Constructions Pvt. Ltd shall provide access to the library facilities to scientists, members of faculty and students as per the prevailing rules and norms in the respective institutes.

ARTICLE-IV: CO-ORDINATION OF THE PROGRAMME INCLUDING FINANCIAL ARRANGEMENTS

- a) The collaborative programme between MIC and Vishnukalpa Constructions Pvt. Ltd shall be coordinated by a coordination committee appointed by Directors of both the Institutes.
- b) Financial arrangements for each specific collaboration will be decided on a case-to-case basis and brought on record in each case after due approval from heads of both the Institutions.

ARTICLE-V: EFFECTIVE DATE AND DURATION OF MOU

- a) This MOU shall be effective from the date of its approval by competent authorities at both ends.


Dr. Y. SUDHEER BABU, Ph.D., IITM
PRINCIPAL
 Principal Yashwanth Ramana & Dr. Manasekhar
 JNTU College of Technology
 KANCHIKACHERLA, Krishna District



VISHNU KALPA CONSTRUCTIONS PVT. LTD.


R. Rajesh Kumar
 Managing Director


PRINCIPAL
DVR & Dr. HS MIC College of Technology
 Kanchikacherla, N.T.R. Dt.
 Andhra Pradesh, India - Pin: 521180


to the disclosing party.
ARTICLE-VIII: AMENDMENTS

Any amendment and/or addenda to the AGREEMENT shall be in writing and signed by the PARTIES hereto and shall only after such execution be deemed to form part of the AGREEMENT and have the effect of modifying the AGREEMENT to the extent required by such amendment or addenda.


ARTICLE-IX: MISCELLANEOUS

- a) The headings and sub-headings are inserted for convenience only and shall not affect the construction of this Agreement.
- b) Both MIC and Vishankalpa Constructions Pvt. Ltd shall not, during the term of this Agreement directly or indirectly, solicit or offer employment or engagement to any of the personnel of other party without the prior consent in writing of that other party.
- c) No failure to exercise and no delay in exercising, on the part of a Party, and right, remedy, power or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege. The rights, remedies, power and privileges herein provided are cumulative and not exclusive of any right, remedies, powers and privileges provided by law.
- d) After this Agreement has been signed, all proceeding understandings/negotiations and correspondence pertaining to it shall become null and void.

IN WITNESS WHEREOF PARTIES HERE TO HAVE ENTERED INTO THIS AGREEMENT EFFECTIVE AS ON THE DATE AND YEAR FIRST WRITTEN ABOVE.


P. Rajesh Reddy
Managing Director
Vishankalpa Constructions Pvt. Ltd.
Managing Director




Dr. Y. Subbaratnam B.A.G.U., Ph.D., IITM
DVR & Dr. HS MIC College of Technology,
Kanchikacherla
Principal Venkateswara Ramana & Dr. Himasekhar
MIC College of Technology
KANCHIKACHERLA, Krishna District

Witness
1 

2 M.P.N. Reddy

Date

Witness
1 

2 N.S.M. Reddy

Date


PRINCIPAL
DVR & Dr. HS MIC College of Technology
Kanchikacherla, N.T.R. Dt.
Andhra Pradesh, India - Pin: 521180

MEMORANDUM OF UNDERSTANDING

This memorandum of understanding made and entered into on this 20th day of December 2019, at Vijayawada, between The DVR & DHS MIC College of Technology, Kanchikacherla has represented by its Principal So M. K. P. K. Rao (in herein after referred to as "First Party" which expression unless repugnant to the subject or context shall mean and include its successors and assigns of the part.

AND

SOFTWARE DEVELOPMENT CENTER, SOUTH CENTRAL RAILWAY WOMEN'S WELFARE ORGANISATION, an organization in Indian railways as Second party, which expression unless repugnant to the subject or context shall mean and include its successors and assigns of the part.

It has reported Software Trainings to the railway employees of different departments of Vijayawada division under "Management Information Systems" - It has developing the different types of softwares for the Departments in the South Central Railway, Vijayawada Division. On this account, we are providing the LIVE PROJECTS and INDUSTRIAL TRAINING including certificates from various Departments of SCW/BZA for the students M. Tech, B. Tech (CSE, ECE, IT, EEE, MECH, CIVIL and EEM), Diploma and MCA belonging to various engineering colleges affiliated to JNTUK, Nagarjuna University, Vignans University, Vikramadityapuram University, SV University, Andhra University, NIIT, etc., during the last twelve years.

We are glad to inform you that our Organisation is considering you to accommodate the students to take up project/internships in South Central Railway, Vijayawada Division with reasonable fee. We are able to provide guidance for limited M. Tech, B. Tech, Diploma and MCA students.

AND WHERE AS,

The DVR & DHS MIC College of Technology, Kanchikacherla, Vijayawada started in the field of Professional academic course of Computers, Electronics and their applications has agreed to the proposal of BDO, based on the terms and conditions contained hereinafter.

Now the second party has proposed to impart projects and industrial training to Computers, Electronics, Electrical students in the concern department of south central railway, vijayawada to improve their skills, to bridge the gap between academics and industry by exposing students practically to the live equipment which will be useful for their future and help them understand the working environment of concern department.



MIC College of Technology
Kanchikacherla, Vijayawada
Dist. - P.O. - Pin. 521180

NOW THIS MEMORANDUM OF UNDERSTANDING AS FOLLOWS

1. The student has to fill the application form with latest passport size photo.
2. The student has to pay the fee.
3. The student has to maintain the discipline in the railway premises.
4. The Organisation will maintain the attendance register for every student.
5. The SCRWWO will not pay any stipend.

Curriculum for CSE and IT students:

1. Complete explanation of different departments in South Central Railway, Vijayawada.
2. Training in Web based Technology and Database Programming.
3. Development of Software to different departments.
4. Execution and Installation.

Curriculum for ECE/EIE students:

1. Explanations about the working process in the Signal and Telecommunication Department, South Central Railway, Vijayawada.
2. Making the model Kit or study project which belongs and uses to the South Central Railway, Vijayawada (Optional).

Curriculum for MECHANICAL students:

1. Explanations about the working process in the Mechanical Department, South Central Railway, Vijayawada.
2. Making the model Kit or study project which belongs and uses to the South Central Railway, Vijayawada (Optional).

Curriculum for EEE students:

1. Explanations about the working process in the Electrical Department, South Central Railway, Vijayawada.
2. Making the model Kit or study project which belongs and uses to the Electrical Department, South Central Railway, Vijayawada (Optional).



[Signature]

PRINCIPAL
DYS & DHS MIC College of Technology

Dr. K.B.K. Rao, Ph.D., IITK
PRINCIPAL

General Manager, Mysore & Dr. Hina Sekhar
MIC College of Technology
Kangal, Srisahebpet, Srisahebpet District

[Signature]

SECRETARY
SCRWWO/VIJAYAWADA

SOUTH CENTRAL RAILWAY
WOMEN'S WELFARE ORGANISATION (Repd.)
VIJAYAWADA



[Signature]

College of Technology
Vijayawada
2019



Division of Technical Education
MIC College of Technology



REF: 16-05-2016.

To
The Managing Director
Haraha Liners Pvt.Ltd.

Sir,

Sub: Request for MoU between MIC and Haraha Liners Pvt.Ltd. Reg.

OVR & Dr. HS MIC College of Technology has been in the forefront, imparting high quality technical education and is one among the top ten colleges in the state of Andhra Pradesh. State of the art infrastructure in all branches of engineering, dedicated and qualified staff highly conducive environment for teaching-learning process and a lush green campus are the features of this professionally managed institution. MIC offers five undergraduate programs in engineering, post graduate programs in engineering and management. All the programs are approved by AICTE, New Delhi and the college is affiliated to JNTUK, Kakinada. The institute is also offering Diploma courses in four engineering branches. The institute is certified by ISO 9001:2004.

The Department of Mechanical Engineering was established in the year 1983 with the aim of moulding engineering graduates in mechanical engineering. Right from the inception, the department has been offering B.Tech (Mechanical) with a student intake of 180. The department is offering post-graduate course in M.Tech (Machine Design) with an intake of 18 students. The department has recruited faculty from diverse streams and specializations with research interests in Design, Thermal, Manufacturing, Instrumentation, Robotics, City Flow, Dynamics and other allied fields so that students are exposed to the latest technological advancement in the course of their studies.

To bridge the gap between industry and Institute to impart meaningful education to students and to promote vocational education for development, activities in entrepreneurship, we are hereby requesting your esteemed organization to enter into an MoU of Understanding (MoU) with your esteemed organization which is serving the nation in the field of manufacturing. The detailed Pro forma of MoU is attached here with this letter.

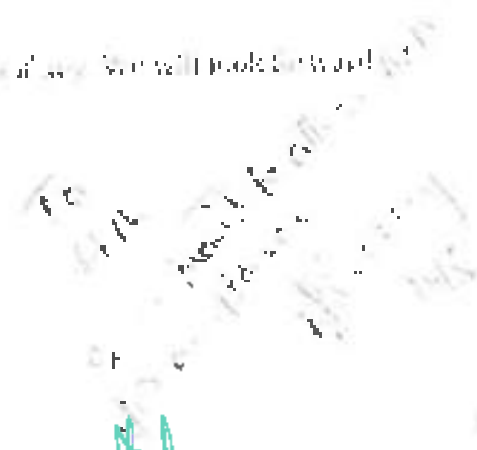
Kindly go through the pro forma and give your valuable reply. We will look forward for a positive response.

Thanking you,
Truly yours,

(Prof. N. Krishnaiah)
Director, Academic

Principal
MIC College of Technology

Division of Technical Education
MIC College of Technology
Kanchikacherla, N.T.R. Dt.
Andhra Pradesh, India - Pin: 521180



PRINCIPAL
OVR & Dr. HS. MIC College of Technology
Kanchikacherla, N.T.R. Dt.
Andhra Pradesh, India - Pin: 521180



Devineni Venkata Ramana & Dr.Hima Sekhar MIC College of Technology

(Approved by AICTE, & Permanently Affiliated to JNTUK, Kakinada)

Kanchikacherla - 521180, Krishna Dist, A.P, India.

Phone : 08678 - 273535, 273623, Fax: 08678 - 273569

e mail: dvrsmic@micctech.ac.in, Website: www.micctech.ac.in



Date:06/07/2018.

Kanchikacherla.

To
The Managing Director,
Padmanavathi Engineering Works,
Vijayawada.

Dear Sir,

Sub: Extension of MOU-requested-reg.

We, the Department of Mechanical Engineering at DVR &Dr.HS MIC College of Technology, Kanchikacherla are delighted to have entered into an MOU with your prestigious organization since 13-05-2013.

In this context, we wish to bring to your kind notice that we would like to go for extension of MOU with you, as the present MOU is Expired on 13-05-2018.

Kindly do the needful for which we of yours, we shall be grateful

Thanking You Sir,



Yours Sincerely,

(Dr. Y. Sudheer Babu)

Principal

*Would like to continue
MOU for 5 more years with earlier guidelines
from dated the letter
ie. 06/07/18.*

For Padmanavathi Engineering Works

A. S. K. Subramanian

Proprietor

Dr. Y. SUDHEERBABU, Ph.D, IITB
PRINCIPAL

Devineni Venkata Ramana & Dr. Hima Sekhar
MIC College of Technology
KANCHIKACHERLA, KRISHNA DISTRICT

PRINCIPAL

DVR & Dr. HS MIC College of Technology

Kanchikacherla, N.T.R. Dt.

Andhra Pradesh, India - Pin: 521180

MEMORANDUM OF UNDERSTANDING

BETWEEN

Devinesi Venkata Ramana & Dr.Hima Sekhar
MIC College of Technology
Kanchikacherla, Krishna District

AND

Padmavathi Engineering Works,
Enikepadu, Vijayawada-520008

Page 1 of 8


PRINCIPAL
DVR & Dr. HS MIC College of Technology
Kanchikacherla, N.T.P. Dt.
Andhra Pradesh, India - Pin: 521180



ఆంధ్ర ప్రదేశ్ ఆంధ్ర ప్రదేశ్ ANDHRA PRADESH

S.No. 2.61.9..... 01.12/21.2013 Rs. 100 :- 00

Sold to Srin: Krishna Reddy: S.L.Ka.Ramaiah, Kanchikacherla.

For Whom: D.V.R. & Dr. H.S. MIC College of Technology. Kanchikacherla.

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GUDLAVALLERU.
Ph: 8008881688

PREAMBLE

Whereas, DVR & Dr. HS MIC College of Technology at its various engineering and sciences departments is charged with responsibility of training technical and scientific manpower in various front-line areas of importance for the Nation and is also contributing to the rapidly growing scientific and technological knowledge and professional excellence in Science & Technology by undertaking industrial & applied research and consultancy.

WHEREAS, Padmavathi Engineering Works is engaged in manufacturing of spare parts of machinery related to beverages industry, research, design, development and consultancy in the field of manufacturing and related fields.

WHEREAS, both MIC and Padmavathi Engineering Works, now

- Recognizing the importance of research and development in the areas of manufacturing and creation of new machinery, as well as imparting industrial training to the engineering/technology/sciences students, etc.
- Appreciating the need for creation of large reservoir of highly qualified manpower in all fields related to manufacturing.
- Desiring to club their efforts by pooling their expertise and resources,

Page 2 of 6



[Handwritten Signature]

DVR & Dr. HS MIC COLLEGE OF TECHNOLOGY
Perabothapeta 'T' Road, KANCHIKACHERLA-521 100.
☎: 08678-273636, Fax: 08678-273680

[Handwritten Signature]
PRINCIPAL
DVR & Dr. HS MIC College of Technology
For Padmavathi Engineering Works
Kanchikacherla, N.T.N. Dist.
Andhra Pradesh
Pin: 521180
[Handwritten Signature]
Proprietor

INTEND to form a nucleus for promoting excellent quality manpower in the fields of engineering, technology and sciences with special emphasis on manufacturing of machinery spare parts, erection of industrial machinery and related fields etc.

NOW, THEREFORE, in consideration of the mutual promises made herein and of good and valuable consideration, the receipt and sufficiency of which both MIC and Padmavathi Engineering Works hereby acknowledge, MIC and Padmavathi Engineering Works hereby agree to sign a memorandum of understanding (MOU).

ARTICLE-I: SCOPE OF THE MOU

This MOU details the modalities and general conditions regarding collaboration between MIC and Padmavathi Engineering Works for enhancing, within the country, the availability of highly qualified manpower in the areas of manufacturing without any prejudice to prevailing rules and regulations in MIC and Padmavathi Engineering Works without any disregard to any mechanism evolved and approved by the competent authorities under Govt. of India in so far as such mechanism applies to MIC and Padmavathi Engineering Works. The areas of cooperation can be extended through mutual consent.

ARTICLE-II: SCOPE AND TERMS OF INTERACTIONS

Both MIC and Padmavathi Engineering Works shall encourage interactions between the Engineers, Scientists, Research fellows, faculty members and students of both the organizations through the following arrangements:

- a) Exchange of personnel through deputation as per the rules of the respective institute, for limited periods as mutually agreed upon;
- b) Organization of joint conferences and seminars;
-Practical training of MIC students at Padmavathi Engineering Works.
-Joint guidance of student projects/thesis in Padmavathi Engineering Works.
-And other areas of national interest at MIC by Padmavathi Engineering Works on mutually agreeable terms.
- c) Padmavathi Engineering Works would accommodate B.Tech students who have completed the 6th semester of their programme in such a number that deems convenient to it for the purpose of imparting industrial training.
- d) Padmavathi Engineering Works may depute its personnel as visiting faculty at MIC to teach any of the regular Course or specialized topics.
- e) Padmavathi Engineering Works may request MIC to design and teach a Course or Courses which it deems fit to enhance quality and performance of its employees. Such Courses maybe run at any mutually convenient premises.



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Page 3 of 5

DVR & Dr. HS MIC COLLEGE OF TECHNOLOGY
Perakalapadu 'X' Road, KANCHIKACHERLA-521 188,
©: 08678-273535, Fax: 08678-273535

For Padmavathi Engineering Works:


PRINCIPAL
DVR & Dr. HS MIC College of Technology
Kanchikacharla, N.T.R. Dt.
Andhra Pradesh, India - Pin: 521180

- f) Padmavathi Engineering Works may seek assistance/guidance of MIC faculty member/s in product/process modification, modernization, trouble shooting, etc.
- g) Padmavathi Engineering Works would allow the industrial visits of students for half/full day to provide them with an exposure to various equipment, instrument, etc.
- h) Padmavathi Engineering Works may showcase its business activities at the seminar/workshop/conference, etc. at MIC.
- i) Padmavathi Engineering Works may avail library, Internet, computational facilities at MIC.
- j) In any of the activities mentioned above, wherever financial aspects are involved, amount, payment conditions, etc. would be spelt out clearly before starting the activity.

ARTICLE-III: SHARING OF FACILITIES

- a) MIC and Padmavathi Engineering Works shall make provisions to share their respective important R&D facilities in order to promote academic and research interaction in the areas of cooperation.
- b) MIC and Padmavathi Engineering Works shall permit the sharing software and other materials and components developed in-house in the areas of cooperation, if permissible within the rules governing the two institutions. However, responsibility for safety of software and other materials during the exchange will rest on respective Head of academic department/section.
- c) MIC and Padmavathi Engineering Works shall provide access to the library facilities to scientists, members of faculty and students as per the prevailing rules and norms in the respective institutes.

ARTICLE-IV: CO-ORDINATION OF THE PROGRAMME INCLUDING FINANCIAL ARRANGEMENTS

- a) The collaborative programme between MIC and Padmavathi Engineering Works shall be coordinated by a coordination committee appointed by Directors of both the Institutes.
- b) Financial arrangements for each specific collaboration will be decided on a case-to-case basis and brought on record in each case after due approval from heads of both the Institutions.

ARTICLE-V: EFFECTIVE DATE AND DURATION OF MOU

- a) This MOU shall be effective from the date of its approval by competent authorities at both ends.



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Page 4 of 6

DVR & Dr. HS MIC COLLEGE of TECHNOLOGY
Peratalapada 'E' Road, KANCHIKACHARLA-521 134.
☎: 08678-273535, Fax: 08678-273539

For Padmavathi Engineering Works

[Signature]
Proprietor

PRINCIPAL
DVR & Dr. HS MIC College of Technology
Kanchikacharla, N.T.R. Dt.
Andhra Pradesh, India - Pin: 521180

- b) The duration of the MOU shall be for a period of 5 years from the effective date.
- c) During its tenancy, the MOU may be extended or terminated by a prior notice of not less than six months by either party. However, termination of the MOU will not in any manner affect the interests of the students/faculty/scientists who have been admitted to pursue a programme under the MOU.
- d) Any clause or article of the MOU may be modified or amended by mutual agreement of Padmavathi Engineering Works and MIC.

ARTICLE-VI: IPR

Rights regarding publications, patents, royalty, ownership of software/design/product developed etc. under the scope of this MOU, shall be decided by the two parties by mutual consent.

ARTICLE-VII: CONFIDENTIALITY

During the tenure of the MOU both MIC and Padmavathi Engineering Works will maintain strict confidentiality and prevent disclosure of all the information and data exchanged under the scope of this MOU for any purpose other than in accordance with this MOU.

Both MIC and Padmavathi Engineering Works shall bind their respective personnel who come into possession or knowledge of any confidential information not to disclose the same to third parties without written approval of the disclosing party or use such confidential information for any use other than intended under this agreement or PROJECTS.

Further both MIC and Padmavathi Engineering Works shall put in place adequate and reasonable measures to keep and store confidential information secure so as to prevent any unauthorized use.

CONFIDENTIAL INFORMATION shall mean any proprietary information, data or facts belonging to PARTIES collectively or severally, disclosed by the disclosing party under this agreement or any subsequent agreement, whether in writing, verbal or electronically, irrespective of the medium in which such information is stored, which is marked confidential or with any other words having similar meaning by the disclosing party, or specifically agreed to be kept confidential by the parties, or declared or identified so by the disclosing party before such disclosure or during the discussions. However confidential information shall not include any data or information which:

- (a) is or becomes publicly available through no fault of the receiving party,
- (b) is already in the rightful possession of the receiving party prior to its receipt of such data or information;
- (c) is independently developed by the receiving party without reference to the confidential information of the disclosing party
- (d) is rightfully obtained by the receiving party from a third party or is in the public domain
- (e) is disclosed with the written consent of the party whose information it is, or
- (f) is disclosed pursuant to court order or other legal compulsion, after providing prior notice to the disclosing party.



100 Page 5 of 6

For Padmavathi Engineering Works

DVR & Dr. HS MIC COLLEGE U. TECHNOLOGY
 Perambikadu 'E' Road, KANCHIKACHERLA-521 100.
 C: 08978-273631, Fax: 08978-273630


 Proprietor
PRINCIPAL
 DVR & Dr. HS MIC College of Technology,
 Kanchikachherla, N.T.F. Dt.
 Andhra Pradesh, India - Pin: 521100

ARTICLE-VIII: AMENDMENTS

Any amendment and/or addenda to the AGREEMENT shall be in writing and signed by the PARTIES hereto and shall only after such execution be deemed to form part of the AGREEMENT and have the effect of modifying the AGREEMENT to the extent required by such amendment or addenda.

ARTICLE-IX: MISCELLANEOUS

- a) The headings and sub-headings are inserted for convenience only and shall not affect the construction of this Agreement.
- b) Both MIC and Padmavathi Engineering Works shall not, during the term of this Agreement directly or indirectly, solicit or offer employment or engagement to any of the personnel of other party without the prior consent in writing of that other party.
- c) No failure to exercise and no delay in exercising, on the part of a Party, and right, remedy, power or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege. The rights, remedies, power and privileges herein provided are cumulative and not exclusive of any right, remedies, powers and privileges provided by law.
- d) After this Agreement has been signed, all preceding understandings/negotiations and correspondence pertaining to it shall become null and void.

IN WITNESS WHEREOF PARTIES HERE TO HAVE ENTERED INTO THIS AGREEMENT EFFECTIVE AS ON THE DATE AND YEAR FIRST WRITTEN ABOVE.

Director
For Padmavathi Engineering Works



A.V.R.
Proprietor
Witness

1

2

Date

[Signature]
Director

DVR & Dr. HS MIC College of Technology,
Kanchikacherry

Witness

1

G. RAJESH

2

V.S.Sai

Date

[Signature]
PRINCIPAL
DVR & Dr. HS MIC College of Technology
Kanchikacherry, N.T.R. Dt.
Kannur District - Pin: 5211A0



Devineni Venkata Ramana & Dr.Hima Sekhar
MIC College of Technology

(Approved by AICTE & Permanently Affiliated to JNTUK, Kakinada)

Kanchikacherla - 521180, Krishna Dist, A.P. India.
Phone : 08678 - 273535, 273623, Fax: 08678 - 273569
e mail: dyhsn@micotech.ac.in, Website: www.micotech.ac.in



An ISO 9001:2008
Certified Institute

Date:06/07/2018,

Kanchikacherla.

To
The Managing Director,
CADD Experts,
Vijayawada.

Dear Sir,

Sub: Extension of MOU-request.

We, the Department of Mechanical Engineering at D.V.R & Dr. H.S. MIC College of Technology, Kanchikacherla are delighted to have entered into an MOU with your prestigious organization since 06-05-2013.

In this context, we wish to bring to your kind notice that we would like to go for extension of MOU with you as the present MOU is Expired on 06-05-2018.

Kindly do the needful for which we of yours, we shall be grateful.

Thanking You Sir,



Yours Sincerely,

(Dr. Y. Sudheer Babu)

Principal

Dr. Y. SUDHEERBABU, M.D.M.
PRINCIPAL

Devineni Venkata Ramana & Dr. Hima Sekhar
MIC College of Technology
KANCHIKACHERLA, Krishna District

would like to continue our
MOU with extension guidelines
for 5 more years from
the date of this letter.



CADD EXPERTS
FOR CADD EXPERTS
14.6.18
DIRECTOR 7/7/18

PRINCIPAL
D.V.R & Dr. H.S. MIC College of Technology
Kanchikacherla, N.T.R. Dt.
Andhra Pradesh, India - Pin: 521180

MEMORANDUM OF UNDERSTANDING

BETWEEN



Dovineni Venkata Ramana & Dr.Hilma Sekhar
MIC College of Technology
Kanchikacherla, Krishna District

AND



CADD EXPERTS
MG Road, Vijayawada-520010

Page 1 of 8


PRINCIPAL
DVR & Dr. HS MIC College of Technology
Kanchikacherla, N.T.R. Dt.
Andhra Pradesh, India – Pin: 521180



ఆంధ్ర ప్రదేశ్ రాష్ట్రం ANDHRA PRADESH

S.No. 7455... Dt. 1/5/2013 Rs. 100/-

Sold to Shri. S. Krishna of Siva Ramaiah Kanchikacharla.

For Whom... Dr. R. S. D. H. S. MIC College of Technology - Kanchikacharla

K.V. Ramesh
 B. 855564
RATHNAM R.V.
 Licensed Stamp Vender
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 R.L. No: 06-28-001/2011
 # 2-5-5, Main Road,
 SUDLAVALLERU.
 Ph: 9008861488

PREAMBLE

Whereas, DVR & Dr. HS MIC College of Technology at its various engineering and sciences departments is charged with responsibility of training technical and scientific manpower in various front-line areas of importance for the Nation and is also contributing to the rapidly growing scientific and technological knowledge and professional excellence in Science & Technology by undertaking industrial & applied research and consultancy.

WHEREAS, CADD EXPERTS is engaged in guiding the students in the areas of Product Design & Development using CAD Tools.

WHEREAS, both MIC and CADD EXPERTS, now

- Recognizing the importance of research and development in the area of Product Design and Development as well as imparting training to the engineering/technology/sciences students, etc.
- Appreciating the need for creation of large reservoir of highly qualified manpower in all fields related to design.

Desiring to club their efforts by pooling their expertise and resources,



AS
PRINCIPAL
 DVR & Dr. HS MIC College of Technology,
 Kanchikacharla, N.T. Dt.
 Andhra Pradesh - India - Pin - 521180

[Signature]

DVR & Dr. HS MIC COLLEGE of TECHNOLOGY
 Parkalaguda 'X' Road, KANCHIKACHARLA-521 180.
 Tel: 98578-270032, Fax: 98578-272002

[Signature]
DIRECTOR

INTEND to form a nucleus for promoting excellent quality manpower in the fields of engineering, technology and sciences with special emphasis on Design and Analysis fields etc.

NOW, THEREFORE, in consideration of the mutual promises made herein and of good and valuable consideration, the receipt and sufficiency of which both MIC and CADD EXPERTS hereby acknowledge, MIC and CADD EXPERTS hereby agree to sign a memorandum of understanding (MOU).

ARTICLE-I: SCOPE OF THE MOU

This MOU details the modalities and general conditions regarding collaboration between MIC and CADD EXPERTS for enhancing, within the country, the availability of highly qualified manpower in the areas of design without any prejudice to prevailing rules and regulations in MIC and CADD EXPERTS without any disregard to any mechanism evolved and approved by the competent authorities under Govt. of India in so far as such mechanism applies to MIC and CADD EXPERTS. The areas of cooperation can be extended through mutual consent.


ARTICLE-II: SCOPE AND TERMS OF INTERACTIONS

Both MIC and CADD EXPERTS shall encourage interactions between the Engineers, Research fellows, faculty members and students of both the organizations through the following arrangements:

- a) Exchange of personnel through-deputation as per the rules of the respective institute, for limited periods as mutually agreed upon;
- b) Organization of joint conferences and seminars;
- c) Practical training of MIC students at CADD EXPERTS;
- d) Joint guidance of student projects/thesis in CADD EXPERTS and other areas of national interest at MIC by CADD EXPERTS on mutually agreeable terms.
- e) CADD EXPERTS would accommodate B.Tech students who have completed the 6th semester of their programme in such a number that CADD EXPERTS deems convenient to it for the purpose of imparting industrial training.
- f) CADD EXPERTS may depute its personnel as visiting faculty at MIC to teach any of the regular Course or specialised topics.
- g) CADD EXPERTS may request MIC to design and teach a Course or Courses which it seems fit to enhance quality and performance of its employees. Such Courses may be run at any mutually convenient premises.
- h) CADD EXPERTS may seek assistance/guidance of MIC faculty members in product/process modification, modernization, trouble shooting, etc.
- i) CADD EXPERTS may showcase its business activities at the seminars/workshop/conference, etc. at MIC.
- j) CADD EXPERTS may avail library, internet, computational facilities at MIC.
- k) In any of the activities mentioned above, wherever financial aspects are involved, amount, payment conditions, etc. would be spell out clearly before starting the activity.



Page 3 of 5


DVR & Dr. HS MIC COLLEGE OF TECHNOLOGY
Principals T. Road, K. J. C. ROAD, WARANGAL-501 105.
Ph: 0878-273685. Fax: 0878-273469


PRINCIPAL
DVR & Dr. HS MIC College of Technology
For CADD EXPERTS
Andhra Pradesh, India - Pin- 521180

DIRECTOR

ARTICLE-III: SHARING OF FACILITIES

- a) MIC and CADD EXPERTS shall make provisions to share their respective important R&D facilities in order to promote academic and research interaction in the areas of cooperation.
- b) MIC and CADD EXPERTS shall permit the sharing works and other materials and components developed in-house in the areas of cooperation, if permissible within the rules governing the two institutions. However, responsibility for safety of design works and other materials during the exchange will rest on respective Head of academic department/section.
- c) MIC and CADD EXPERTS shall provide access to the library facilities to Research fellows, members of faculty and students as per the prevailing rules and norms in the respective institutes.

ARTICLE-IV: CO-ORDINATION OF THE PROGRAMME INCLUDING FINANCIAL ARRANGEMENTS

- a) The collaborative programme between MIC and CADD EXPERTS shall be coordinated by a coordination committee appointed by Directors of both the Institutes.
- b) Financial arrangements for each specific collaboration will be decided on a case-to-case basis and brought on record in each case after due approval from heads of both the Institutions.

ARTICLE-V: EFFECTIVE DATE AND DURATION OF MOU

- a) This MOU shall be effective from the date of its approval by competent authorities at both ends.
- b) The duration of the MOU shall be for a period of 5 years from the effective date.
- c) During its tenancy, the MOU may be extended or terminated by a prior notice of not less than six months by either party. However, termination of the MOU will not in any manner affects the interests of the students/faculty/ Research fellows who have been admitted to pursue a programme under the MOU.
- d) Any clause or article of the MOU may be modified or amended by mutual agreement of CADD EXPERTS and MIC.

ARTICLE-VI: IPR

Rights regarding publications, patents, royalty, ownership of software/design/product developed etc. under the scope of this MOU, shall be decided by the two parties by mutual consent.



HS

Page 4 of 6

DVR & Dr. HS MIC COLLEGE of TECHNOLOGY
Perakalapada 'X' Road, KANCHIKACHERLA-521 122.
©: 08578-273635, Fax: 08578-273669

For CADD EXPERTS

[Signature]
DIRECTOR

PRINCIPAL

DVR & Dr. HS MIC College of Technology,
Kanchikacherla, N.T.R. Dt.
Andhra Pradesh, India - Pin: 521180

ARTICLE-VII: CONFIDENTIALITY

During the tenure of the MOU both MIC and CADD EXPERTS will maintain strict confidentiality and prevent disclosure of all the information and data exchanged under the scope of this MOU for any purpose other than in accordance with this MOU.

Both MIC and CADD EXPERTS shall bind their respective personnel who come into possession or knowledge of any confidential information not to disclose the same to third parties without written approval of the disclosing party or use such confidential information for any use other than intended under this agreement or PROJECTS.

Further both MIC and CADD EXPERTS shall put in place adequate and reasonable measures to keep and store confidential information secure so as to prevent any unauthorized use. CONFIDENTIAL INFORMATION shall mean any proprietary information, data or facts belonging to PARTIES collectively or severally, disclosed by the disclosing party under this agreement or any subsequent agreement, whether in writing, verbal or electronically, irrespective of the medium in which such information is stored, which is marked confidential or with any other words having similar meaning by the disclosing party, or specifically agreed to be kept confidential by the parties, or declared or identified so by the disclosing party before such disclosure or during the discussions. However confidential information shall not include any data or information which:

- (a) is or becomes publicly available through no fault of the receiving party,
- (b) is already in the rightful possession of the receiving party prior to its receipt of such data or information;
- (c) is independently developed by the receiving party without reference to the confidential information of the disclosing party
- (d) is rightfully obtained by the receiving party from a third party or is in the public domain
- (e) is disclosed with the written consent of the party whose information it is, or
- (f) is disclosed pursuant to court order or other legal compulsion, after providing prior notice to the disclosing party.


ARTICLE-VIII: AMENDMENTS

Any amendment and/or addenda to the AGREEMENT shall be in writing and signed by the PARTIES hereto and shall only after such execution be deemed to form part of the AGREEMENT and have the effect of modifying the AGREEMENT to the extent required by such amendment or addenda.

ARTICLE-IX: MISCELLANEOUS

- a) The headings and sub-headings are inserted for convenience only and shall not affect the construction of this Agreement.
- b) Both MIC and CADD EXPERTS shall not, during the term of this Agreement directly




DVR & Dr. HS MIC COLLEGE OF TECHNOLOGY
Pentakapada 'X' Roads, KANCHIKACHERLA-521 130.
©: 08678-273534, Fax: 08678-273988

Page 5 of 8


PRINCIPAL
DVR & Dr. HS MIC College of Technology
Kanchikacherla, N.T.R. Dt.
Andhra Pradesh, India. Ph: 521180
For CADD EXPERTS

DIRECTOR

or indirectly, solicit or offer employment or engagement to any of the personnel of either party without the prior consent in writing of that other party.

- c) No failure to exercise and no delay in exercising, on the part of a Party, and right, remedy, power or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege. The rights, remedies, power and privileges herein provided are cumulative and not exclusive of any right, remedies, powers and privileges provided by law.
- d) After this Agreement has been signed, all preceding understandings/negotiations and correspondence pertaining to it shall become null and void.

IN WITNESS WHEREOF PARTIES HERE TO HAVE ENTERED INTO THIS AGREEMENT EFFECTIVE AS ON THE DATE AND YEAR FIRST WRITTEN ABOVE.

For CADD EXPERTS


DIRECTOR
CADD EXPERTS




Director
DVR & Dr. HS MIC College of
Technology, Kanchikacherla.

Witness
1 K.L.S. Prasad.
2

Date

Witness
1  G. RAJESH
Assoc. Prof.
2 V. S. Sai

Date

METACOGNITION OF UNDERSTANDING

BETWEEN

Dr. Venkatesh J. Jagan & Dr. Hima Jagan
MIC College of Technology
Kanchikacherla, Krishna District

AND

AP Leaf Springs Pvt., Ltd.
Kodurupadu Village, Bapulapadu Mandla,
Krishna District- 521116.

Page 1 of 4


PRINCIPAL
Dr. H. S. MIC College of Technology
Kanchikacherla, N.T.R. Dt.
Andhra Pradesh, India – Pin: 521180



ఆంధ్ర ప్రదేశ్ రాష్ట్రం ANDHRA PRADESH
 No. 3854, D.V. 100/12, Rs. 100/-
 To: Dr. V. Sudheer Babu, Ventrata Subbarao, VJRA
 For whom: D.V.R. & Dr. HS MIC College of Technology,
 Kanchikacherla.

Postall BX 565145
 R. NAGANALLENWARA RAO
 LICENSED STAMP VENDOR
 L. No. 68-18-00-572007
 N. L. No. 68-18-006-3517
 KANCHIKACHERLA VILLAGE
 Phone No. : 08078-274882.


PREAMBLE

Whereas, D.V.R. & Dr. HS MIC College of Technology at its various engineering and sciences departments is charged with responsibility of training technical and scientific manpower in various front-line areas of importance for the Nation and is also contributing to the rapidly growing scientific and technological knowledge and professional excellence in Science & Technology by undertaking industrial & applied research and consultancy.

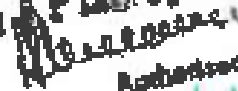

WHEREAS, AP Leaf Springs Pvt., Ltd. is engaged in manufacturing of Leaf Springs, design and development and consultancy in the field of manufacturing and related fields.

WHEREAS, both MIC and AP Leaf Springs Pvt. Ltd. now

- Recognizing the importance of research and development in the area of manufacturing of Leaf Springs, as well as imparting industrial training to the engineering/technology/sciences students, etc.
- Appreciating the need for creation of large reservoir of highly qualified manpower in all fields related to Fabrication processes.
- Deciding to club their efforts by pooling their expertise and resources.


DR. SUDHEER BABU, Ph.D., M.Tech.
PRINCIPAL
 Director, Technical Research & Dr. M. Venkata
MIC College of Technology
 KANCHIKACHERLA, Krishna District



For: **AP Leaf Springs (P) Ltd.**

Authorized Signatory

PRINCIPAL
JVR & Dr. HS MIC College of Technology
 Kanchikacherla, N.T.R. Dt.
 Andhra Pradesh, India - Pin: 521180

INTEND to train a nucleus for producing excellent quality manpower in the fields of engineering, technology and sciences with special emphasis on Manufacturing and related fields etc.

NOW, THEREFORE, in consideration of the mutual promises made herein and of good and valuable consideration, the receipt and sufficiency of which both MIC and AP Leaf Springs Pvt.Ltd. hereby acknowledge, MIC and AP Leaf Springs Pvt.Ltd. hereby agree to sign a memorandum of understanding (MOU).

ARTICLE-I: SCOPE OF THE MOU

This MOU details the modalities and general conditions regarding collaboration between MIC and AP Leaf Springs Pvt.Ltd. for enhancing, within the country, the availability of highly qualified manpower in the areas of METAL CASTING without any prejudice to prevailing rules and regulations in MIC and AP Leaf Springs Pvt.Ltd. without any derogation to any mechanism evolved and approved by the competent authorities under Govt. of India in so far as such mechanism applies to MIC and AP Leaf Springs Pvt.Ltd. The areas of cooperation can be extended through mutual consent.

ARTICLE-II: SCOPE AND TERMS OF INTERACTIONS

Both MIC and AP Leaf Springs Pvt.Ltd. shall encourage interactions between the Engineers, Scientists, Research fellows, faculty members and students of both the organizations through the following arrangements:

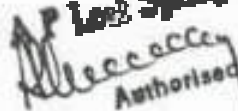
- a) Exchange of personnel through deputation as per the rules of the respective institute, for limited periods as mutually agreed upon;
- b) Organization of joint conferences and seminars;
-Practical training of MIC students at AP Leaf Springs Pvt.Ltd.
-Joint guidance of student projects/thesis in AP Leaf Springs Pvt.Ltd.
-And other areas of national interest at MIC by AP Leaf Springs Pvt.Ltd. on mutually agreeable terms.
- c) AP Leaf Springs Pvt.Ltd. would accommodate B.Tech students who have completed the 6th semester of their programme in such a number that deems convenient to it for the purpose of imparting industrial training.
- d) AP Leaf Springs Pvt.Ltd. may depute its personnel as visiting faculty at MIC to teach any of the regular Course or specialized topics.
- e) AP Leaf Springs Pvt.Ltd. may request MIC to design and teach a Course or Courses which it deems fit to enhance quality and performance of its employees. Such Courses maybe run at any mutually convenient premises.
- f) AP Leaf Springs Pvt.Ltd. may seek assistance/guidance of MIC faculty members in product/process modification, modernization, trouble shooting, etc.
- g) AP Leaf Springs Pvt.Ltd. would allow the industrial visits of students for half/full day to provide them with an exposure to various equipment, instrument, etc.

Page 2 of 8


Dr. Y. SRINIVAS BABU,
PRINCIPAL

Deputy Vice-Chancellor & Dr. K. Srinivas
MIC College of Technology
KANCHIKACHERLA, Krishna District



For AP Leaf Springs Pvt. Ltd.

Authorized signatory


PRINCIPAL

DVR & Dr. HS MIC College of Technology
Kanchikacherla, N.T.R. Dt.
Andhra Pradesh, India - Pin: 521180

- i) AP Leaf Springs Pvt.Ltd. may showcase its business activities at the seminar/workshop/conference, etc. at MIC.
- ii) AP Leaf Springs Pvt.Ltd. may avail library, Internet, computational facilities at MIC.
- iii) In any of the activities mentioned above, wherever financial aspects are involved, amount, payment conditions, etc. would be spelt out clearly before starting the activity.

ARTICLE-III: SHARING OF FACILITIES

- a) MIC and AP Leaf Springs Pvt.Ltd. shall make provisions to share their respective important R&D facilities in order to promote academic and research interaction in the areas of cooperation.
- b) MIC and AP Leaf Springs Pvt.Ltd. shall permit the sharing software and other materials and components developed in-house in the areas of cooperation, if permissible within the rules governing the two institutions. However, responsibility for safety of software and other materials during the exchange will rest on respective Head of academic department/section.
- c) MIC and AP Leaf Springs Pvt.Ltd. shall provide access to the library facilities to scientists, members of faculty and students as per the prevailing rules and norms in the respective institutes.

ARTICLE-IV: CO-ORDINATION OF THE PROGRAMME INCLUDING FINANCIAL ARRANGEMENTS

- a) The collaborative programme between MIC and AP Leaf Springs Pvt.Ltd. shall be coordinated by a co-ordination committee appointed by Directors of both the institutes.
- b) Financial arrangements for each specific collaboration will be decided on a case-to-case basis and brought on record in each case after due approval from heads of both the institutions.

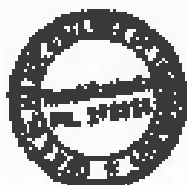
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- a) This MOU shall be effective from the date of its approval by competent authorities at both ends.
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- c) During its tenure, the MOU may be extended or terminated by a prior notice of not less than six months by either party. However, termination of the MOU will not in any manner affect the interests of the students/faculty/scientists who have been admitted to pursue a programme under the MOU.

[Handwritten Signature]

Dr. Y. SUDHEERBABU, Ph.D., IITM
PRINCIPAL

Deputy Director Research & Development
MIC College of Technology
KANCHIKACHERLA, Kothnagar District



Page 4 of 6

For AP Leaf Springs (P) Ltd.,
[Handwritten Signature]
Authorized Signature

[Handwritten Signature]

PRINCIPAL
DVR & Dr. HS MIC College of Technology
Kanchikacherla, N.T.R. Dist.
Andhra Pradesh, India - Pin: 521180

- d) Any clause or article of the MOU may be modified or amended by mutual agreement of AP Leaf Springs Pvt.Ltd. and MIC.

ARTICLE-VI: IPR

Rights regarding publications, patents, royalty, ownership of software/design/product developed etc. under the scope of this MOU, shall be decided by the two parties by mutual consent.

ARTICLE-VII: CONFIDENTIALITY

During the tenure of the MOU both MIC and AP Leaf Springs Pvt.Ltd. will maintain strict confidentiality and prevent disclosure of all the information and data exchanged under the scope of this MOU for any purpose other than in accordance with this MOU.

Both MIC and AP Leaf Springs Pvt.Ltd. shall bind their respective personnel who come into possession or knowledge of any confidential information not to disclose the same to third parties without written approval of the disclosing party or use such confidential information for any use other than intended under this agreement or PROJECTS.

Further both MIC and AP Leaf Springs Pvt.Ltd. shall put in place adequate and reasonable measures to keep and store confidential information secure so as to prevent any unauthorized use.

CONFIDENTIAL INFORMATION shall mean any proprietary information, data or facts belonging to PARTIES collectively or severally, disclosed by the disclosing party under this agreement or any subsequent agreement, whether in writing, verbal or electronically, irrespective of the medium in which such information is stored, which is marked confidential or with any other words having similar meaning by the disclosing party, or specifically agreed to be kept confidential by the parties, or declared or identified so by the disclosing party before such disclosure or during the discussions. However confidential information shall not include any data or information which:

- (a) Is or becomes publicly available through no fault of the receiving party,
- (b) Is already in the rightful possession of the receiving party prior to its receipt of such data or information;
- (c) Is independently developed by the receiving party without reference to the confidential information of the disclosing party
- (d) Is rightfully obtained by the receiving party from a third party or is in the public domain
- (e) Is disclosed with the written consent of the party whose information it is, or
- (f) Is disclosed pursuant to court order or other legal compulsion, after providing prior notice to the disclosing party.

[Handwritten Signature]

Dr. Y. SUDHEER BAIJ, Ph.D., M.Tech
PRINCIPAL

Deemed to be University of Dr. H.N. Sarma
MIC College of Technology
KANCHIKACHERLA, Krishna District



Page 5 of 6

For AP Leaf Springs (P) Ltd.
[Handwritten Signature]
Authorized Signatory

[Handwritten Signature]
PRINCIPAL

OVR & Dr. HS MIC College of Technology
Kanchikacherla, N.T.R. Dt.
Andhra Pradesh, India - Pin: 521180

ARTICLE-VIII: AMENDMENTS

Any amendment and/or addenda to the AGREEMENT shall be in writing and signed by the PARTIES hereto and shall only after such execution be deemed to form part of the AGREEMENT and have the effect of modifying the AGREEMENT to the extent required by such amendment or addenda.

ARTICLE-IX: MISCELLANEOUS

- a) The headings and sub-headings are inserted for convenience only and shall not affect the construction of this Agreement.
- b) Both MIC and AP Leaf Springs Pvt.Ltd shall not, during the term of this Agreement directly or indirectly, solicit or offer employment or engagement to any of the personnel of other party without the prior consent in writing of that other party.
- c) No failure to exercise and no delay in exercising, on the part of a Party, and right, remedy, power or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege. The rights, remedies, power and privileges herein provided are cumulative and not exclusive of any right, remedies, powers and privileges provided by law.
- d) After this Agreement has been signed, all preceding understandings/negotiations and correspondence pertaining to it shall become null and void.

IN WITNESS WHEREOF PARTIES HERE TO HAVE ENTERED INTO THIS AGREEMENT EFFECTIVE AS ON THE DATE AND YEAR FIRST WRITTEN ABOVE.

For AP Leaf Springs (P) Ltd.
(Signature)
 Authorized signatory
 Director

(Signature)

Principal
 DVR & Dr. HS MIC College of Technology,
 Kanohikacherla, N.T.R. Dt., Andhra Pradesh

PRINCIPAL
 Dr. H. S. MIC College of Technology,
 Kanohikacherla, Krishna District



1 *(Signature)*
 2 *(Signature)*
 Date 18/7/2018

1 Witness
 2 Date

(Signature)
PRINCIPAL
 DVR & Dr. HS MIC College of Technology,
 Kanohikacherla, N.T.R. Dt.
 Andhra Pradesh, India - Pin: 521180



ఆంధ్రప్రదేశ్ ఆంధ్ర ప్రదేశ్ ANDHRA PRADESH

Sl.No. 96 Dated 01/11/17 Rs 100/-

To DVR & Dr. H.S MIC College of Technology,

for whom Rep. by its CEO D. Pandurangarao Kanchi Kacherla
s/o. Sunyaprakasarao Vijayawada

R. N. Hall BP 820814
R. NAGAMALLESWARA RAO
LICENSED STAMP VENDOR
L. No. 06-15-00-6/2007
R. L. No. 06-18-005-2017
KANCHIKACHERLA VILLAGE
Phone No. : 08678-274862

MEMORANDUM OF UNDERSTANDING BETWEEN

M/s FUTURE NDT, VIJAYAWADA (Offerer)

&

DVR & DR. HS MIC COLLEGE OF TECHNOLOGY, KANCHIKACHERLA (Client)

This Agreement was made on 07th January of 2017 between Offerer and Client.

I. OBJECTIVES OF THE MOU

The objectives of this Memorandum of understanding are:

- a. To promote the conscious information sharing between Offerer and client on the interests of mutually beneficial doctrines.
- b. To introduce wide range opportunities in the fields of QA/QC and NDT (Non-Destructive Testing) for the students of client, through a conscious interaction.
- c. To nourish the students of client for industrial requirements in the fields of QA/QC and NDT (Non-Destructive Testing).



G. Vijaya R
07/01/2017

D. N. Rao

SECRETARY
DVR & Dr. H.S MIC College of Technology
Kanchikacherla, N.T.R. Dt.

PRINCIPAL
DVR & Dr. HS MIC College of Technology
Kanchikacherla, N.T.R. Dt.
Andhra Pradesh, India - Pin: 521180

2. PROPOSED TECHNICAL COLLABORATION

The technical modes of collaboration offered by Offerer to the students of the Client are as follows:

- a. Training and tutoring the students of Client in the regimes of QA/QC (Fabrication) and NDT (namely in LPT, VT, MPT, RT, RTFI and UT) at Client's location or offerer location depending on strength.
- b. ASNT SNT-TC-1A:2006 are the standards which are being followed.

3. PROPOSED OTHER COLLABORATIONS:

- a. Internship facilities are available for the students of the Client; those who satisfy the criteria.
- b. Industrial visits.
- c. Guest Lecture & Workshops on NDT.
- d. B.Tech Project works on NDT.
- e. Placement assistance will be given to the students of the Client; those who fulfill the eligibility criteria.
- f. Any other appropriate mode of assistance agreed upon between Offerer and Client.
- g. Each of the above modes of interaction will be initiated by entering into a separate agreement between the two parties.


4. NON-EXCLUSIVITY

The relationship of the parties under this MOU shall be non-exclusive and both parties, including their affiliates, subsidiaries and divisions, are free to pursue other agreements or collaborations of any kind.

However, when entering into a particular training agreement, the participants may agree to limit each party's right to collaborate with others on that subject.

5. TERMS AND TERMINATIONS:

- a. This MOU is valid from 07/01/2017 to 03/01/2021.
- b. Unless extended by mutual written agreement of the participants, this MOU shall be expired in 04 years after its enforcement; which is from the date specified on the MOU.

<p>On behalf of M/s FUTURE NDT, Vijayawada</p>  <p>Authorized sign with seal & date</p>	<p>On behalf of DVR & DR. HS MIC COLLEGE OF TECHNOLOGY, Kanchikacherla.</p> <p><i>D.N.A.D.O.</i> SECRETARY</p> <p>Deputy Director, Government of Andhra Pradesh MIC College of Technology Kanchikacherla, Krishna District</p> <p>Authorized sign with seal & date</p>
--	--

- c. This MOU may be amended or terminated earlier by mutual written agreement of the parties at any time.
- d. However, early termination of this MOU, whether mutual or unilateral, shall not affect the interests of the participants and confidentiality of participants are to be taken at most importance of all & any other agreement entered into pursuant to this MOU, which obligations shall survive any such termination.

6. RELATIONSHIP

Nothing in this MOU makes the either party, a partner or an agent or legal representative of the other by any means.

7. ASSIGNMENT

It is understood by the parties here in this MOU is based on the professional competence and expertise of each party and hence neither party shall transfer or assign this Agreement, or rights or obligations arising hereunder, either wholly or in part, to any third party.

8. COSTS OF THE MOU

Each party shall bear the respective costs of carrying out the obligations under this MOU.


9. TECHNICAL PROGRAMS:

As per the agreed terms and conditions Offerer will deliver the following course at Client site

- 1. ASNT LEVEL II Training & Certification.
- 2. QA/QC Training & Certification.
- 3. Project Works.
- 4. Guest Lectures & Workshops.
- 5. Case Studies.

10. OTHER PROGRAMS:

- 1. Industrial Visits,
- 2. Internships
- 3. Placements.

<p>On behalf of M/s FUTURE NDT, Vijayanagara</p>  <p><i>[Signature]</i> 02/01/2017 Authorized sign with seal & date</p>	<p>On behalf of DVR & DR. HS MIC COLLEGE OF TECHNOLOGY, Kanchikacherla.</p> <p><i>[Signature]</i> SECRETARY Bharathi Venkata Swaroop & Dr. H.S. Dobbler MIC College of Technology Kanchikacherla, Krishna District</p> <p>Authorized sign with seal & date</p>
--	--

[Signature]
PRINCIPAL
DVR & Dr. HS MIC College of Technology
Kanchikacherla, N.T.R. Dt.
Andhra Pradesh, India - P/n: 521180

11. ACADEMIC PROGRAMS:

The classes for the above said courses shall be conducted by the Offerer and the materials for the courses also will be provided by the same. The entire expenses for the course materials, practicals, demonstrations, etc. shall be borne by Offerer.


The tuition fee for the respective courses will be fixed and revised on mutual consent of the Offerer and Client. Offerer will provide the training for Client students at optimum cost.

12. DOCUMENTS THAT CANDIDATE NEED TO SUBMIT:

- i. FUTURE NDT admission form.
- ii. Educational qualification documents Xerox.
- iii. Passport size photos (8 copies).
- iv. Police clearance certificate (compulsory for placements).
- v. ID proof, (Any).
- vi. Updated resume (Hard copy & soft copy).
- vii. Passport Xerox (if have).
- viii. Eye fitness certificate.

13. ROLES AND RESPONSIBILITIES OF OFFERER

- 13.1. M/s FUTURE NDT shall be responsible for conduction of examinations and awarding certificates.
- 13.2. The syllabi shall be framed by M/s FUTURE NDT. In this regard, the suggestions offered by Client will be taken into consideration, wherever necessary
- 13.3. This MOU shall be valid for a period of four years from the date of commencement and can be renewed for a further on mutual consent.
- 13.4. In respect of any changes in the course, syllabi, eligibility, fee structure and scheme of examinations etc., the decision can be taken by mutual consent between M/s FUTURE NDT & Client.
- 13.5. Material printing and distribution among the students.
- 13.6. The evaluation of candidates will be based upon classroom tests, assignments, seminars, reports, etc., and it will be done by M/s FUTURE NDT periodically.
- 13.7. The application and prospectus for admission will be prepared by M/s FUTURE NDT in consultation with Client.

<p>On behalf of M/s FUTURE NDT,</p> <p>Vijayawada</p>  <p>Authorized sign with seal & date</p>	<p>On behalf of DVR & DR. HS MIC COLLEGE OF TECHNOLOGY, Kanchikacherla. DVR SECRETARY DVR & DR. HS MIC MIC College of Technology Kanchikacherla, Krishna District Authorized sign with seal & date</p>
---	--

14. ROLES AND RESPONSIBILITIES OF CLIENT

- 14.1. Client shall provide entire infrastructure facilities like class rooms, place for conducting lab, projector, analytical tools and aids etc., if conducted in client's premises.
- 14.2. Client is responsible for student document collection, fee collection and on time payments.
- 14.3. Accommodation, food and transportation etc., are to be taken care of Client.
- 14.4. Duration, dates and timings for conducting classes are to be scheduled by client.


15. TERMS AND CONDITIONS:

- 15.1. Course fee shall be cleared in 3 instalments.
- 15.2. Placements assistance will be provided for eligible candidates, placement location may be anywhere in India.
- 15.3. Placement preference will be given to those students who complete their projects on NDT & QA/QC.
- 15.4. ASNT recognized certifications will be given to each candidate as per their opted package.
- 15.5. AWS recognized certifications will be given to candidates if they opt for the package.
- 15.6. NDT and QA/QC certificates will be issued to the candidates after successful completion of course.
- 15.7. Course fee and registration fee is non-refundable.
- 15.8. Evaluation will be done and placement offering will be based on the performance criteria of individual members.

16. SIGNED IN DUPLICATE

This MOU is executed in duplicate with each copy being an official version of the agreement and having equal legal validity.

BY SIGNING BELOW, the parties, acting by their duly authorized officers, have caused this Memorandum of Understanding to be executed, effective as of the day and year first above written.

<p>On behalf of M/s FUTURE NDT, Vijayawada</p>  <p>Authorized sign with seal & date</p>	<p>On behalf of DVR & DR. HS MIC COLLEGE OF TECHNOLOGY, Kanchikacherla.</p> <p><i>D. N. Rao</i> SECRETARY Deputy Vice-Chancellor & Dr. Member MIC College of Technology Kanchikacherla, Anaparthi District</p> <p>Authorized sign with seal & date</p>
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ఆంధ్రప్రదేశ్ ఆంధ్ర ప్రదేశ్ ANDHRA PRADESH

43AA 517770

S.No. 3834 Date 07/06/2016 Rs 20/-

V. KRISHNA RAJU
LICENCED STAMP VENDER
GL No: 082014, RL No: 08-15-084/2013
VALID UP TO: 31-12-2017
CHEVITIKALLU VILLAGE
KANCHIKACHERLA MANDAL
Cell: 9948288747

Sold to Sri: K. Balakrishna Rao SODUNGAYYA VISOJANADA
For Whom: D.V.R. & Dr. H.S MIC College of Technology
Kanchikacherla.

MEMORANDUM OF UNDERSTANDING

This memorandum of understanding is a renewal of MOU which was issued in the year 2012, made and entered into on this 4th day of June, 2016 at Kanchikacherla.

BETWEEN

The DVR & Dr. HS MIC College of Technology, Kanchikacherla has represented by its Principal Sri Dr. K. B. Rao on herein after referred to as "First Party" which expression unless repugnant to the subject or context shall mean and include its successors and assignees of the part.

AND

Perfect Electronics has concentrated to manufacture the latest educational products such as auto lecture bell system, electrical and electronics experimental boards using double sided (PTH) PCB's for the department of physics, electronics and computer science. Apart from that various software's are developed for the colleges and projects for the electronic engineers and


PRINCIPAL
DVR & Dr. HS MIC College of Technology
Kanchikacherla, N.T.R. Dt.
Andhra Pradesh, India - Pin: 521180

hobbyist are developed. All above products are first in India or world. Research and development is continuously going on for the new products.

AND WHERE AS Perfect Electronic Systems, VJA. is engaged in the business of contents all products which are first in world like Auto Lecture Bell system, Electronics Experimental Boards using double sided PTH boards, electronics projects for engineering students. Perfect Electronics is also undertaken the development of website of college and operating all the state of Andhra Pradesh and other states.

AND WHERE AS, The DVR & Dr.HS MIC College of Technology, Kanchikacherla, Vijayawada started in the field of Professional academic course of Computers, Electronics and their applications has agreed to the proposal of Perfect Electronic Systems based on the terms and conditions contained hereinafter.

Now the second party has proposed to impart training and Industrial visit to Computers, Electronics students in the field of Auto Lecture Bell system, Electronics Experimental Boards using double sided PTH boards, electronics projects for engineering students. Perfect Electronics is also undertaken the development of website of college and Electronic Products to improve their skills, to bridge the gap between academics and Industry by exposing students practically to the live equipment which will be useful for their future and help them understand the working environment of electronics and Embedded System

NOW THIS MEMORANDUM OF UNDERSTANDING WITNESSETH AS FOLLOWS:

1. It is agreed with the First Party that the second party shall coordinate for smooth conducting of 2 types of training classes to students detailed in the proposal.
2. In First Type of Training [On-Campus Training] the duration of training will be two days in which one day are allotted for theory at College premises and the second day is allotted for visit of Perfect Electronics for which college authorities have to arrange conveyance to the participants.
3. First Party will arrange accommodation and required facilities to conduct training classes at the college premises to accommodate minimum of 100 students
4. The Topics covered under this training - 16 Times Auto Bell Driver, 6 Inches Electric Bell, Time Switch Based Securifies, Auto Electric Motor Driver, Rashtrageet Player, Single IC Mosfet Inverter, Cordless Power Line Intercom, e.t.c.,
5. After completion of two days training programme, certificate will be issued to the all participants.
6. In second Type of Training [Industrial Visit] the duration of training will be One day for visit of Perfect Electronics in Vijayawada city for which college authorities have to arrange conveyance to the participants.


PRINCIPAL
DVR & Dr. HS MIC College of Technology
Kanchikacherla, N.T.R. Dt.
Andhra Pradesh, India - Pin- 521100

7. The Topics covered under this Field Visit - Auto Lecture Hall system, Electronics Experimental Boards using double sided PTH boards, electronics projects for engineering students, System and Telecom software, Communication and Electronic Products.
8. The college authority has assured a minimum strength of 100 students every year for above both types of trainings.
9. This agreement is valid for a period of three years from the date of the agreement and can be renewed subject to the terms and conditions in force of both parties.
10. Perfect Electronic Systems assured to update its training curriculum by including latest technologies introduced into Perfect Electronic Systems thereby helping the students to update their technical knowledge/skills.
11. Notwithstanding any of the terms and conditions herein, the parties shall have the right to terminate this Memorandum of Understanding with three months advance notice in writing.
12. IN WITNESS WHERE OF, the parties have set their hands and seals to this Memorandum of Understanding on the day, month and year first above written.

Signed and Delivered on behalf of
The DVR & Dr.HS MIC College of Technology,
Kanchikacherla, Krishna Dist.



[Signature]
Principal,

DVR & Dr.HS MIC College of Technology
Dr. K.B.K. Rao, Ph.D., IITK
PRINCIPAL

Witnesses: Dr. Venkata Ramana & Dr. Jilasa Sekhar
MIC College of Technology
Kanchikacherla, Krishna District

- 1) *[Signature]*
- 2) *[Signature]*

Signed and Delivered on behalf of
Perfect Electronic Systems,
Vijayawada.

[Signature]
B.K. Nae

O/o General Manager Perfect Electronic



Witnesses:

- 1) *[Signature]*
- 2) *[Signature]*

[Signature]
PRINCIPAL
DVR & Dr. HS MIC College of Technology
Kanchikacherla, N.T.R. Dt.
Andhra Pradesh - 1980 - Pin: 521180



ఆంధ్ర ప్రదేశ్ ఆంధ్ర ప్రదేశ్ ANDHRA PRADESH

43AA 517773

No. 2016 Date 07/06/2016 Rs 20/-

VK Raju

Sold to Sri: K. Bala Koteswaram Rao s/o Durgaraju V. Jayaram

V. KRISHNA RAJU
LICENCED STAMP VENDER
G.L.No: 88814, T.L.No: 00-15-000016
VALID UP TO: 31-12-2017
CHEVITIRALEDDI VILLAGE
KANOHKACHERLA MANDAL
Dist: 2048265747

For witness: D.V.R & Dr H.S MIC College of Technology
Kanchi Kacherla.

MEMORANDUM OF UNDERSTANDING

This memorandum of understanding is a renewal of MOU which was issued in the year 2013, made and entered into on this 7th day of June, 2016 at Kanchi Kacherla.

BETWEEN

The DVR & Dr.HS MIC College of Technology, Kanchi Kacherla has represented by its Principal Sri _____ on herein after referred to as "First Party" which expression unless repugnant to the subject or context shall mean and include its successors and assigns of the part.

AND

MIC Electronics Limited, Hyderabad is a global leader in the design, development & manufacturing of LED Video Displays, high-end Electronic and Telecommunication equipment and development of Telecom software since 1988. An ISO 9001:2008 & ISO 14001:2004 certified, it has marked presence in the highly dynamic domains of


PRINCIPAL
DVR & Dr. HS MIC College of Technology,
Kanchi Kacherla, N.T.R. Dist.
Andhra Pradesh, India - Pin: 521160

- LED Video, Graphics and Text Displays
- LED Lighting Solutions
- Embedded, System and Telecom software
- Communication and Electronic Products

AND WHERE AS MIC Electronics Limited, Hyderabad. Is engaged in the business of all LED displays. MIC's flagship products are LED Video Displays (Indoor / outdoor / mobile), that have become an integral part of Sports Stadiums, Transportation Hubs, Digital Theatres and Theme Parks, Advertisements and Public Information Displays and operating all the state of Andhra Pradesh and other states.

AND WHERE AS, The DVR & Dr.HS MIC College of Technology, Kanchikacherla, Krishna Dist. started in the field of Professional academic course of Computers, Electronics and their applications has agreed to the proposal of MIC Electronics based on the terms and conditions contained hereinafter.

Now the second party has proposed to impart training and Industrial visit to Computers, Electronics students in the field of LED Displays, LED Lighting Solutions, Embedded, System and Telecom software, Communication and Electronic Products to improve their skills, to bridge the gap between academics and Industry by exposing students practically to the live equipment which will be useful for their future and help them understand the working environment LED Lighting Solutions and Embedded System

NOW THIS MEMORANDUM OF UNDERSTANDING WITNESSETH AS FOLLOWS:

1. It is agreed with the First Party that the second party shall coordinate for smooth conducting of 2 types of training classes to students detailed in the proposal.
2. In First Type of Training [On-Campus Training] the duration of training will be two days in which one day are allotted for theory at College premises and the second day is allotted for visit of MIC Electronics for which college authorities have to arrange conveyance to the participants.
3. First Party will arrange accommodation and required facilities to conduct training classes at the college premises to accommodate minimum of 100 students
4. The Topics covered under this training – Indoor displays, outdoor displays, Mobile displays implemented in MIC Electronics, Hyderabad. Indoor lighting, Outdoor lighting, Solar lighting, Portables.
5. After completion of two days training programme, certificate will be issued to the all participants.


 PRINCIPAL
 DVR & Dr HS MIC College of Technology
 Kanchikacherla, N.T.R. Dist.
 Andhra Pradesh, India - Pin: 521100

6. In second Type of Training [Industrial Visit] the duration of training will be One day for visit of MIC Electronics in Hyderabad city for which college authorities have to arrange conveyance to the participants.
7. The Topics covered under this Field Visit – LED Lighting Solutions Embedded, System and Telecom software, Communication and Electronic Products
8. The college authority has assured a minimum strength of 100 students every year for above both types of trainings.
9. This agreement is valid for a period of three years from the date of the agreement and can be renewed subject to the terms and conditions in force of both parties.
10. MIC Electronics assured to update its training curriculum by including latest technologies introduced into MIC Electronics thereby helping the students to update their technical knowledge/skills.
11. Notwithstanding any of the terms and conditions herein, the parties shall have the right to terminate this Memorandum of Understanding with three months advance notice in writing.
12. IN WITNESS WHERE OF, the parties have set their hands and seals to this Memorandum of Understanding on the day, month and year first above written.

Signed and Delivered on behalf of
The DVR & Dr.HS MIC College of Technology,
Kanchikacherla, Krishna Dist.

Signed and Delivered on behalf of
MIC Electronics, Hyderabad.

Director
O/o Director MIC Electronics, HYB.

Principal,
DVR & Dr.HS MIC College of Technology

Witnesses:

- 1)
- 2)

Witnesses:

- 1)
- 2)

PRINCIPAL
DVR & Dr. HS MIC College of Technology,
Kanchikacherla, N.T.P. Dt.
Andhra Pradesh, India - Ph: 521100

MEMORANDUM OF UNDERSTANDING

BETWEEN

Devineni Venkata Ramana & Dr.Hima Sekhar

MIC College of Technology
Kanchikacherla, Krishna District

AND

Harsha Liners Pvt.,Ltd.

Telaprolu Village, Vuyyuru Road, Vunguturu Mandal
Krishna District- 521109.



PRINCIPAL

DVR & Dr. HS MIC College of Technology
Kanchikacherla, N.T.R. Dt.
Andhra Pradesh, India - Pin: 521180



ఆంధ్రప్రదేశ్ రాష్ట్ర ప్రదేశ ANDHRA PRADESH
 S.No. 3840 on 12/5/16 Rs 100/-
 to M. Krishna s/o Siva Ramaiah, Kanchikacherla.
 For whom, Dattaraj S. Dr. HS MIC college of Technology, Kanchikacherla

R. NAGAMALLESWARA RAO
 LICENSED STAMP VENDOR
 L.No.08-18-00-5/2007
 K.No.08-18-00-16-2013
 KANCHIKACHERLA VILLAGE
 Phone No. 08676-274962

PREAMBLE

Whereas, DVR & Dr. HS MIC College of Technology at its various engineering and science departments is charged with responsibility of training technical and scientific manpower in various front-line areas of importance for the Nation and is also contributing to the rapidly growing scientific and technological knowledge and professional excellence in Science & Technology by undertaking industrial & applied research and consultancy.

WHEREAS, Harsha Liners Pvt. Ltd. is engaged in manufacturing of cylinder liners, design and development and consultancy in the field of manufacturing and related fields.

For HARSHA LINERS PVT. LTD.

[Signature]
 Director



[Signature]

N. KRISHNA
 DIRECTOR (Academic)
 Director, Vrikata Padana & Dr. Jinnabekhar
 MIC College of Technology
 Kanchikacherla, Krishna District

[Signature]
 PRINCIPAL
 DVR & Dr. HS MIC College of Technology
 Kanchikacherla, N.T.R. Dt.
 Andhra Pradesh, India - Pin: 521180

WHEREAS, both MIC and Harsha Liners Pvt. Ltd., now

- Recognizing the importance of research and development in the area of manufacturing of Cylinder Liners, as well as imparting industrial training to the engineering/technology/science students, etc.
- Appreciating the need for creation of large reservoir of highly qualified manpower in all fields related to Centrifugal Casting.
- Desiring to club their efforts by pooling their expertise and resources.

INTEND to form a nucleus for promoting excellent quality manpower in the fields of engineering, technology and sciences with special emphasis on METAL CASTING and related fields etc.

NOW, THEREFORE, in consideration of the mutual promises made hereon and of good and valuable consideration, the receipt and sufficiency of which both MIC and Harsha Liners Pvt. Ltd. hereby acknowledge, MIC and Harsha Liners Pvt. Ltd. hereby agree to sign a memorandum of understanding (MOU).

ARTICLE-I: SCOPE OF THE MOU

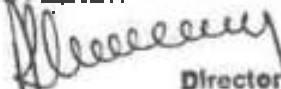
This MOU details the modalities and general conditions regarding collaboration between MIC and Harsha Liners Pvt. Ltd. for exchanging, within the country, the availability of highly qualified manpower in the areas of METAL CASTING without any prejudice to prevailing rules and regulations in MIC and Harsha Liners Pvt. Ltd. without any disregard to any mechanism evolved and approved by the competent authorities under Govt. of India in so far as such mechanism applies to MIC and Harsha Liners Pvt. Ltd.. The areas of cooperation can be extended through mutual consent.

ARTICLE-II: SCOPE AND TERMS OF INTERACTIONS


Both MIC and Harsha Liners Pvt. Ltd. shall encourage interactions between the Engineers, Scientists, Research fellows, faculty members and students of both the organizations through the following arrangement:

- Exchange of personnel through deputation as per the rules of the respective institute, for limited periods as mutually agreed upon;
- Organization of joint conferences and seminars;
 - Practical training of MIC students at Harsha Liners Pvt. Ltd.
 - Joint guidance of student projects/thesis in Harsha Liners Pvt. Ltd.
 - And other areas of national interest at MIC by Harsha Liners Pvt. Ltd. on mutually agreeable terms.
- Harsha Liners Pvt. Ltd. would accommodate B.Tech students who have completed the 6th semester of their programme in such a number that deems convenient to it for the purpose of imparting industrial training.

For HARSHA LINERS PVT. LTD.,


Director



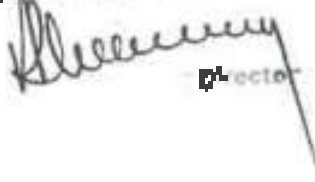

PRINCIPAL
MIC College of Technology
Kancharada, N.T.R. Dt.
N. KRISHNA
521180
DIRECTOR (Academic)
MIC College of Technology
Kancharada, N.T.R. District

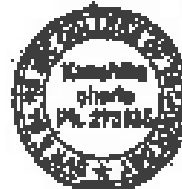
- d) Harsha Liners Pvt. Ltd. may depute its personnel as visiting faculty at MIC to teach any of the regular Course or specialized topics.
- e) Harsha Liners Pvt. Ltd. may request MIC to design and teach a Course or Courses which it deems fit to enhance quality and performance of its employees. Such Courses may be run at any mutually convenient premises.
- f) Harsha Liners Pvt. Ltd. may seek assistance/guidance of MIC faculty members in product/process modification, modernization, trouble shooting, etc.
- g) Harsha Liners Pvt. Ltd. would allow the industrial visits of students for half/full day to provide them with an exposure to various equipment, instrument, etc.
- h) Harsha Liners Pvt. Ltd. may showcase its business activities at the seminars/workshop/conference, etc. at MIC.
- i) Harsha Liners Pvt. Ltd. may avail library, internet, computational facilities at MIC.
- j) In any of the activities mentioned above, wherever financial aspects are involved, amount, payment conditions, etc. would be spelt out clearly before starting the activity.


ARTICLE-III: SHARING OF FACILITIES

- a) MIC and Harsha Liners Pvt. Ltd. shall make provisions to share their respective important R&D facilities in order to promote academic and research interaction in the areas of cooperation.
- b) MIC and Harsha Liners Pvt. Ltd. shall permit the sharing software and other materials and components developed in-house in the areas of cooperation, if permissible within the rules governing the two institutions. However, responsibility for safety of software and other materials during the exchange will rest on respective Head of academic department/section.
- c) MIC and Harsha Liners Pvt. Ltd. shall provide access to the library facilities to scientists, members of faculty and students as per the prevailing rules and norms in the respective institutes.

For HARSHA LINERS PVT. LTD.,


Director




N. KRISHNA
DIRECTOR (Academics)
MIC College of Technology
Kanchikacherla, Krishna District


PRINCIPAL
GVR & Dr. HS MIC College of Technology
Kanchikacherla, N.T.R. Dt.
Andhra Pradesh, India - Pin: 521180

ARTICLE-IV: CO-ORDINATION OF THE PROGRAMME INCLUDING FINANCIAL ARRANGEMENTS

- a) The collaborative programme between MIC and Harsha Liners Pvt. Ltd. shall be coordinated by a coordination committee appointed by Directors of both the Institutes.
- b) Financial arrangements for each specific collaboration will be decided on a case-to-case basis and brought on record in each case after due approval from heads of both the Institutions.

ARTICLE-V: EFFECTIVE DATE AND DURATION OF MOU

- a) This MOU shall be effective from the date of its approval by competent authorities at both ends.
- b) The duration of the MOU shall be for a period of 5 years from the effective date.
- c) During its tenancy, the MOU may be extended or terminated by a prior notice of not less than six months by either party. However, termination of the MOU will not in any manner affect the interests of the students/faculty/scientists who have been admitted to pursue a programme under the MOU.
- d) Any clause or article of the MOU may be modified or amended by mutual agreement of Harsha Liners Pvt. Ltd. and MIC.

ARTICLE-VI: IPR

Rights regarding publications, patents, royalty, ownership of software/design/product developed etc. under the scope of this MOU, shall be decided by the two parties by mutual consent.

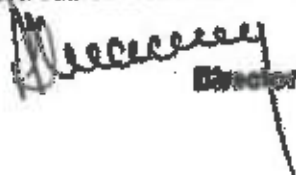
ARTICLE-VII: CONFIDENTIALITY

During the tenure of the MOU both MIC and Harsha Liners Pvt. Ltd. will maintain strict confidentiality and prevent disclosure of all the information and data exchanged under the scope of this MOU for any purpose other than in accordance with this MOU.

Both MIC and Harsha Liners Pvt. Ltd. shall bind their respective personnel who come into possession or knowledge of any confidential information not to disclose the same to third parties without written approval of the disclosing party or use such confidential information for any use other than intended under this agreement or PROJECTS.

Further both MIC and Harsha Liners Pvt. Ltd. shall put in place adequate and reasonable measures to keep and store confidential information secure so as to prevent any unauthorized use.

For HARSHA LINERS PVT. LTD.


Director





N. KRISHNA
DIRECTOR (Academic)
Divisional Vaidya Nigama & Dr. HamaSethur
MIC College of Technology
Kanchikacherla, Krishna District

PRINCIPAL
DVR & Dr. HS MIC College of Technology
Kanchikacherla, N.T.R. Dt.
Andhra Pradesh, India - Pin: 521180

CONFIDENTIAL INFORMATION shall mean any proprietary information, data or facts belonging to **PARTIES** collectively or severally, disclosed by the disclosing party under this agreement or any subsequent agreement, whether in writing, verbal or electronically, irrespective of the medium in which such information is stored, which is marked confidential or with any other words having similar meaning by the disclosing party, or specifically agreed to be kept confidential by the parties, or declared or identified so by the disclosing party before such disclosure or during the discussions. However confidential information shall not include any data or information which:

- (a) is or becomes publicly available through no fault of the receiving party,
- (b) is already in the rightful possession of the receiving party prior to its receipt of such data or information;
- (c) is independently developed by the receiving party without reference to the confidential information of the disclosing party
- (d) is rightfully obtained by the receiving party from a third party or is in the public domain
- (e) is disclosed with the written consent of the party whose information it is, or
- (f) is disclosed pursuant to court order or other legal compulsion, after providing prior notice to the disclosing party.

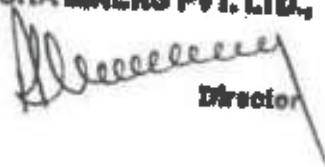
ARTICLE-VIII: AMENDMENTS

Any amendment and/or addenda to the **AGREEMENT** shall be in writing and signed by the **PARTIES** hereto and shall only after such execution be deemed to form part of the **AGREEMENT** and have the effect of modifying the **AGREEMENT** to the extent required by such amendment or addenda.

ARTICLE-IX: MISCELLANEOUS

- a) The headings and sub-headings are inserted for convenience only and shall not affect the construction of this Agreement.
- b) Both MIC and Harsha Liners Pvt. Ltd. shall not, during the term of this Agreement directly or indirectly, solicit or offer employment or engagement to any of the personnel of other party without the prior consent in writing of that other party.
- c) No failure to exercise and no delay in exercising, on the part of a Party, and right, remedy, power or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege. The rights, remedies, power and privileges herein provided are cumulative and not exclusive of any right, remedies, powers and privileges provided by law.
- d) After this Agreement has been signed, all preceding understandings/negotiations and correspondence pertaining to it shall become null and void.

For HARSHA LINERS PVT. LTD.,


Director



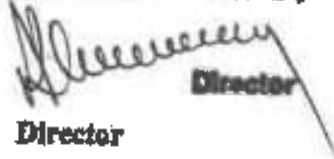


N. KRISHNA
DIRECTOR (Academic)
Deputy Director, Higher Education
MIC College of Technology
Kanchikacherla, Krishna District

PRINCIPAL
OVR & Dr. HS MIC College of Technology
Kanchikacherla, N.T.R. Dt.
Andhra Pradesh, India - Pin: 521180

IN WITNESS WHEREOF PARTIES HERE TO HAVE ENTERED INTO THIS AGREEMENT EFFECTIVE AS ON THE DATE AND YEAR FIRST WRITTEN ABOVE.

For HARSHA LINERS PVT. LTD.



Director






N. KRISHNA
Director DIRECTOR (Academic)
DVR & Dr. HS MIT, Kanachikarla, Krishna District
College of Technology

Witness

- 1  [A-JOHNSON]
18/5/16
- 2

Date 18/5/2016.

Witness

- 1  V. S. Sati
- 2 G. RAGAN D.M.D.

Date 18/5/2016



MEMORANDUM OF UNDERSTANDING

BETWEEN

Devineni Venkata Ramana & Dr.Hima Sekhar
MIC College of Technology
Kanchikacherla, Krishna District

AND

GS Electricals
Plot.No.221, New Autonagar,
Kanuru, Vijayawada-520010.


PRINCIPAL
DVR & Dr. HS MIC College of Technology
Kanchikacherla, N.T.R. Dt.
Andhra Pradesh, India - Pin: 521180



ఆంధ్ర ప్రదేశ్ రాష్ట్రం ANDHRA PRADESH

Sl. No. 11/11/15 Rs. 100/-

To Dr. H.S. MIC College of Technology,
Kanchikacherla, Kanchikacherla,
DVR & Dr. H.S. MIC College of Technology,
Kanchikacherla

R. NAGAMALLIESWARA RAO
R. NAGAMALLIESWARA RAO
 LICENSED STAMP VENDOR
 L.No.08-18-00-8/2007
 R.No.08-18-00-16-2013
 KANCHIKACHERLA VILLAGE
 Phone No. 08978-274982

PREAMBLE

Whereas, DVR & Dr. HS MIC College of Technology at its various engineering and sciences departments is charged with responsibility of training technical and scientific manpower in various front-line areas of importance for the Nation and is also contributing to the rapidly growing scientific and technological knowledge and professional excellence in Science & Technology by undertaking industrial & applied research and consultancy.

WHEREAS, GS Electricals is engaged in manufacturing of transformers, design and development and consultancy in the field of manufacturing and related fields,

G.S. ELECTRICALS
G. Suresh Babu
 G. Suresh Babu
 Proprietor



H. KRISHNA
H. KRISHNA
 DIRECTOR (Academic)
 Director, Technical Education & Dr. Manoj Kumar
 MIC College of Technology
 Kanchikacherla, Kanchikacherla District

[Signature]
PRINCIPAL
DVR & Dr. HS MIC College of Technology
 Kanchikacherla, N.T.R. Dt.
 Andhra Pradesh, India - Pin- 521180

WHEREAS, both MIC and GS Electricals, now

- Recognizing the importance of research and development in the area of manufacturing of transformers, as well as imparting industrial training to the engineering/technology/sciences students, etc.
- Appreciating the need for creation of large reservoir of highly qualified manpower in all fields related to manufacturing.
- Desiring to club their efforts by pooling their expertise and resources,

INTEND to form a nucleus for promoting excellent quality manpower in the fields of engineering, technology and sciences with special emphasis on Transformer Manufacturing and related fields etc.

NOW, THEREFORE, in consideration of the mutual promises made herein and of good and valuable consideration, the receipt and sufficiency of which both MIC and GS Electricals hereby acknowledge, MIC and GS Electricals hereby agree to sign a memorandum of understanding (MOU).

ARTICLE-I: SCOPE OF THE MOU

This MOU details the modalities and general conditions regarding collaboration between MIC and GS Electricals for enhancing, within the country, the availability of highly qualified manpower in the areas of Transformer Manufacturing without any prejudice to prevailing rules and regulations in MIC and GS Electricals without any disregard to any mechanism evolved and approved by the competent authorities under Govt. of India in so far as such mechanism applies to MIC and GS Electricals. The areas of cooperation can be extended through mutual consent.

ARTICLE-II: SCOPE AND TERMS OF INTERACTIONS

Both MIC and GS Electricals shall encourage interactions between the Engineers, Scientists, Research fellows, faculty members and students of both the organizations through the following arrangements:

- Exchange of personnel through deputation as per the rules of the respective institute, for limited periods as mutually agreed upon;
- Organization of joint conferences and seminars;
 - Practical training of MIC students at GS Electricals.
 - Joint guidance of student projects/thesis in GS Electricals.
 - And other areas of national interest at MIC by GS Electricals on mutually agreeable terms.
- GS Electricals would accommodate B.Tech students who have completed the 6th semester of their programme in such a number that deems convenient to it for the purpose of imparting industrial training.

G.S. ELECTRICALS

G. Subramanyaswara Rao
G. Subramanyaswara Rao
Proprietor



PRINCIPAL
DVR & Dr. H.S. College of Technology
Kanchilacheria, N.T.R. Dt.
Andhra Pradesh, India - Pin: 521180
N. KRISHNA
DIRECTOR (Academic)
Deputy Director & Dr. H.S. College of Technology
MIC College of Technology
Kanchilacheria, Krishna District

- d) GS Electricals may depute its personnel as visiting faculty at MIC to teach any of the regular Course or specialized topics.
- e) GS Electricals may request MIC to design and teach a Course or Courses which it deems fit to enhance quality and performance of its employees. Such Courses maybe run at any mutually convenient premises.
- f) GS Electricals may seek assistance/guidance of MIC faculty member/s in product/process modification, modernization, trouble shooting, etc.
- g) GS Electricals would allow the industrial visits of students for half/full day to provide them with an exposure to various equipment, instrument, etc.
- h) GS Electricals may showcase its business activities at the seminar/workshop/conference, etc. at MIC.
- i) GS Electricals may avail library, Internet, computational facilities at MIC.
- j) In any of the activities mentioned above, wherever financial aspects are involved, amount, payment conditions, etc. would be spell out clearly before starting the activity.

ARTICLE-III: SHARING OF FACILITIES

- a) MIC and GS Electricals shall make provisions to share their respective important R&D facilities in order to promote academic and research interaction in the areas of cooperation.
- b) MIC and GS Electricals shall permit the sharing software and other materials and components developed in-house in the areas of cooperation, if permissible within the rules governing the two institutions. However, responsibility for safety of software and other materials during the exchange will rest on respective Head of academic department/section.
- c) MIC and GS Electricals shall provide access to the library facilities to scientists, members of faculty and students as per the prevailing rules and norms in the respective institutes.

G.S. ELECTRICALS


G. Subrahmanyeswara Rao
Proprietor





N. KRISHNA
DIRECTOR (Academic)
Deputed Visiting Professor & Dr. Murali Kumar
MIC College of Technology
Kanchikacherla, Krishna District


PRINCIPAL

DVR & Dr. HS MIC College of Technology
Kanchikacherla, N.T.R. Dt.
Andhra Pradesh, India - Pin: 521180

**ARTICLE-IV: CO-ORDINATION OF THE PROGRAMME
INCLUDING FINANCIAL ARRANGEMENTS**

- a) The collaborative programme between MIC and GS Electricals shall be coordinated by a coordination committee appointed by Directors of both the Institutes.
- b) Financial arrangements for each specific collaboration will be decided on a case-to-case basis and brought on record in each case after due approval from heads of both the Institutions.

ARTICLE-V: EFFECTIVE DATE AND DURATION OF MOU

- a) This MOU shall be effective from the date of its approval by competent authorities at both ends.
- b) The duration of the MOU shall be for a period of 5 years from the effective date.
- c) During its tenancy, the MOU may be extended or terminated by a prior notice of not less than six months by either party. However, termination of the MOU will not in any manner affect the interests of the students/faculty/scientists who have been admitted to pursue a programme under the MOU.
- d) Any clause or article of the MOU may be modified or amended by mutual agreement of GS Electricals and MIC.

ARTICLE-VI: IPR

Rights regarding publications, patents, royalty, ownership of software/design/product developed etc. under the scope of this MOU, shall be decided by the two parties by mutual consent.

ARTICLE-VII: CONFIDENTIALITY

During the tenure of the MOU both MIC and GS Electricals will maintain strict confidentiality and prevent disclosure of all the information and data exchanged under the scope of this MOU for any purpose other than in accordance with this MOU.

Both MIC and GS Electricals shall bind their respective personnel who come into possession or knowledge of any confidential information not to disclose the same to third parties without written approval of the disclosing party or use such confidential information for any use other than intended under this agreement or PROJECTS.

Further both MIC and GS Electricals shall put in place adequate and reasonable measures to keep and store confidential information secure so as to prevent any unauthorized use.

G.S. ELECTRICALS

G. Subrahmanyam Reddy
Proprietor




PRINCIPAL
JVR & Dr. H. S. Krishna College of Technology
Kanchikacherla, N.T.P. Dt.
Andhra Pradesh - Pin: 521180
DR. H. S. KRISHNA
DIRECTOR (Academic)
Devi Kant Varaha Reddy & Dr. H. S. Krishna
MIC College of Technology
Kanchikacherla, Krishna District

CONFIDENTIAL INFORMATION shall mean any proprietary information, data or facts belonging to PARTIES collectively or severally, disclosed by the disclosing party under this agreement or any subsequent agreement, whether in writing, verbal or electronically, irrespective of the medium in which such information is stored, which is marked confidential or with any other words having similar meaning by the disclosing party, or specifically agreed to be kept confidential by the parties, or declared or identified so by the disclosing party before such disclosure or during the discussions. However confidential information shall not include any data or information which:

- (a) is or becomes publicly available through no fault of the receiving party,
- (b) is already in the rightful possession of the receiving party prior to its receipt of such data or information;
- (c) is independently developed by the receiving party without reference to the confidential information of the disclosing party
- (d) is rightfully obtained by the receiving party from a third party or is in the public domain
- (e) is disclosed with the written consent of the party whose information it is, or
- (f) is disclosed pursuant to court order or other legal compulsion, after providing prior notice to the disclosing party.

ARTICLE-VIII: AMENDMENTS

Any amendment and/or addenda to the AGREEMENT shall be in writing and signed by the PARTIES hereto and shall only after such execution be deemed to form part of the AGREEMENT and have the effect of modifying the AGREEMENT to the extent required by such amendment or addenda.

ARTICLE-IX: MISCELLANEOUS

- a) The headings and sub-headings are inserted for convenience only and shall not affect the construction of this Agreement.
- b) Both MIC and GS Electricals shall not, during the term of this Agreement directly or indirectly, solicit or offer employment or engagement to any of the personnel of other party without the prior consent in writing of that other party.
- c) No failure to exercise and no delay in exercising, on the part of a Party, and right, remedy, power or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege. The rights, remedies, power and privileges herein provided are cumulative and not exclusive of any right, remedies, powers and privileges provided by law.
- d) After this Agreement has been signed, all preceding understandings, negotiations and correspondence pertaining to it shall become null and void.

G.S. ELECTRICALS

G. Subrahmanyam Rao
Proprietor



PRINCIPAL
MIC College of Technology
Kanchikacharla, N.T.R. Dt.
Andhra Pradesh, India - Pin: 521160

N. KRISHNA
DIRECTOR (Academic)
Devideni Venkata Ramana & Dr. Hunsbaker
MIC College of Technology
Kanchikacharla, Krishna Distri-

IN WITNESS WHEREOF PARTIES HERE TO HAVE ENTERED INTO THIS AGREEMENT EFFECTIVE AS ON THE DATE AND YEAR FIRST WRITTEN ABOVE.

Director

G.S. ELECTRICALS

G. Subrahmanyam
G. Subrahmanyam
Proprietor



Director

[Signature]
DVR & Dr. HS MIC College of Technology, Kanchikacherla

DIRECTOR (Academic)
DVR & Dr. HS MIC College of Technology, Kanchikacherla, Krishna District, Andhra Pradesh

Witness

- 1 *[Signature]* (Witness)
- 2 *[Signature]*

Date

Witness

- 1
- 2

Date

[Signature]
PRINCIPAL
DVR & Dr. HS MIC College of Technology
Kanchikacherla, N.T.R. Dt.
Andhra Pradesh, India - Pin: 521180

MEMORANDUM OF UNDERSTANDING

BETWEEN

Devineeni Venkata Ramana & Dr.Hima Seldhar
MIC College of Technology
Kanchikacherla, Krishna District

AND

Sudhakar Polymers Limited
Suryapet, Nalgonda District, Telangana

Dated
20/5/2015


PRINCIPAL
JVR & Dr. HS MIC College of Technology
Kanchikacherla, N.T.R. Dt.
Andhra Pradesh, India - Pin: 621180

PREAMBLE

Whereas, DVR & Dr. HS MIC College of Technology (hereinafter referred to as MIC) at its various engineering and sciences departments is charged with responsibility of training technical and scientific manpower in various front-line areas of importance for the Nation and is also contributing to the rapidly growing scientific and technological knowledge and professional excellence in Science & Technology by undertaking industrial & applied research and consultancy.

Whereas, Sudhakar Polymers Limited is engaged in manufacturing high quality PVC pipes & fittings for Potable water supply, SWR pipes & Fittings, PVC Electrical Conduits & Fittings, PVC Blue Threaded Casing pipes, PVC Under Ground Drainage piping systems, Lead free UPVC Plumbing system as per ASTM standards, CPVC piping systems, HDPE pipes, Telecom Ducts, Micro Irrigation Systems, Water Storage Tanks, Soft PVC pipe etc.

Whereas, both MIC and Sudhakar Polymers Limited, now

- Recognizing the importance of research and development in the area of manufacturing of PVC pipes, as well as imparting industrial training to the engineering/technology/sciences students, etc.
- Appreciating the need for creation of large reservoir of highly qualified manpower in all fields related to Polymer Casting.
- Desiring to club their efforts by pooling their expertise and resources,


Intend to form a nucleus for promoting excellent quality manpower in the fields of engineering, technology and sciences with special emphasis on PVC Pipes, PVC Electrical Conduits, fittings and related fields etc.

Now, therefore, in consideration of the mutual promises made herein and of good and valuable consideration, the receipt and sufficiency of which both MIC and Sudhakar Polymers Limited hereby acknowledge, MIC and Sudhakar Polymers Limited hereby agree to sign a memorandum of understanding (MOU).

ARTICLE-I: SCOPE OF THE MOU

This MOU details the modalities and general conditions regarding collaboration between MIC and Sudhakar Polymers Limited for enhancing, within the country, the availability of highly qualified manpower in the areas of PVC Pipes, PVC Electrical Conduits, fittings and related fields etc. without any prejudice to prevailing rules and regulations in MIC and Sudhakar Polymers Limited without any disregard to any mechanism evolved and approved by the competent authorities under Govt. of India in so far as such mechanism applies to MIC and Sudhakar Polymers Limited. The areas of cooperation can be extended through mutual consent.




N. KRISHNA
DIRECTOR (Academic)
Deputy Vice-Chancellor & Dr. Headmaster
MIC College of Technology
Kanchikacherla, Krishna District

BY SUDHAKAR POLYMERS LTD

DIRECTOR



PRINCIPAL
DVR & Dr. HS MIC College of Technology
Kanchikacherla, N.T.R. Dt.
Andhra Pradesh, India - Pin: 521180

ARTICLE-III SCOPE AND TERMS OF INTERACTIONS

Both MIC and Sudhakar Polymers Limited shall encourage interactions between the Engineers, Scientists, Research fellows, faculty members and students of both the organisations through the following arrangements:

- a) Exchange of personnel through deputation as per the rules of the respective institutes, for limited periods as mutually agreed upon;
- b) Organisation of joint conferences and seminars;
-Practical training of MIC students at Sudhakar Polymers Limited.
-Joint guidance of student projects/thesis in Sudhakar Polymers Limited.
-And other areas of mutual interest at MIC by Sudhakar Polymers Limited on mutually agreeable terms.
- c) Sudhakar Polymers Limited would accommodate our students who have completed the course work of their programme to such a number that deems convenient to it for the purpose of imparting industrial training.
- d) Sudhakar Polymers Limited as depute its personnel as visiting faculty at MIC to teach any of the regular Course or specialized topics.
- e) Sudhakar Polymers Limited may request MIC to design and teach a Course or Courses which it deems fit to enhance quality and performance of its employees. Such Courses may be run at any mutually convenient premises.
- f) Sudhakar Polymers Limited may seek assistance/guidance of MIC faculty members in product/process modification, modernization, trouble shooting, etc.
- g) Sudhakar Polymers Limited would allow the industrial visits of students for half/full day to provide them with an exposure to various equipment, instrument, etc.
- h) Sudhakar Polymers Limited may showcase its business activities at the seminar/workshop/conference, etc. at MIC.
- i) Sudhakar Polymers Limited may avail library, internet, computational facilities at MIC.
- j) In any of the activities mentioned above, wherever financial aspects are involved, amount, payment conditions, etc. would be spelt out clearly before starting the activity.




N. KRISHNA
DIRECTOR (Academic)
Deputy Vice-Chancellor & Dr. Bhaugopal
MIC College of Technology
Kanchikacherla, Krishna District

for SUDHAKAR POLYMERS LTD


DIRECTOR


PRINCIPAL
DVR & Dr. HS MIC College of Technology
Kanchikacherla, N.T.R. Dt.
Andhra Pradesh, India - Pin: 521180

ARTICLE-III: SHARING OF FACILITIES

- a) MIC and Sudhakar Polymers Limited shall make provisions to share their respective important R&D facilities in order to promote academic and research interaction in the areas of cooperation.
- b) MIC and Sudhakar Polymers Limited shall permit the sharing software and other materials and components developed in-house in the areas of cooperation, if permissible within the rules governing the two institutions. However, responsibility for safety of software and other materials during the exchange will rest on respective Head of academic department/section.
- c) MIC and Sudhakar Polymers Limited shall provide access to the library facilities to scientists, members of faculty and students as per the prevailing rules and norms in the respective institutes.

ARTICLE-IV: CO-ORDINATION OF THE PROGRAMME INCLUDING FINANCIAL ARRANGEMENTS

- a) The collaborative programme between MIC and Sudhakar Polymers Limited shall be coordinated by a coordination committee appointed by Directors of both the institutes.
- b) Financial arrangements for each specific collaboration will be decided on a case-to-case basis and brought on record in each case after due approval from heads of both the Institutions.

ARTICLE-V: EFFECTIVE DATE AND DURATION OF MOU


- a) This MOU shall be effective from the date of its approval by competent authorities at both ends.
- b) The duration of the MOU shall be for a period of 5 years from the effective date.
- c) During its tenancy, the MOU may be extended or terminated by a prior notice of not less than six months by either party. However, termination of the MOU will not in any manner affect the interests of the students/faculty/scientists who have been admitted to pursue a programme under the MOU.
- d) Any clause or article of the MOU may be modified or amended by mutual agreement of Sudhakar Polymers Limited and MIC.

ARTICLE-VI: IPR

Rights regarding publications, patents, royalty, ownership of software/design/product developed etc. under the scope of this MOU, shall be decided by the two parties by mutual consent.




N. KRISHNA
DIRECTOR (Academic)
Devised by Dr. N. Krishna & Dr. Himadhar
MIC College of Technology
Kanchikacherla, Krishna District

for SUDHAKAR POLYMERS LTD

DIRECTOR


PRINCIPAL
DVR & Dr. HS MIC College of Technology,
Kanchikacherla, N.T.R. Dt.
Andhra Pradesh, India - Pin: 521180

ARTICLE-VII: CONFIDENTIALITY

During the tenure of the MOU both MIC and Sudhakar Polymers Limited will maintain strict confidentiality and prevent disclosure of all the information and data exchanged under the scope of this MOU for any purpose other than in accordance with this MOU.

Both MIC and Sudhakar Polymers Limited shall bind their respective personnel who come into possession or knowledge of any confidential information not to disclose the same to third parties without written approval of the disclosing party or use such confidential information for any use other than intended under this agreement or PROJECTS.

Further both MIC and Sudhakar Polymers Limited shall put in place adequate and reasonable measures to keep and store confidential information secure so as to prevent any unauthorized use.


CONFIDENTIAL INFORMATION shall mean any proprietary information, data or facts belonging to PARTIES collectively or severally, disclosed by the disclosing party under this agreement or any subsequent agreement, whether in writing, verbal or electronically, irrespective of the medium in which such information is stored, which is marked confidential or with any other words having similar meaning by the disclosing party, or specifically agreed to be kept confidential by the parties, or declared or identified so by the disclosing party before such disclosure or during the discussions. However confidential information shall not include any data or information which:

- (a) is or becomes publicly available through no fault of the receiving party,
- (b) is already in the rightful possession of the receiving party prior to its receipt of such data or information;
- (c) is independently developed by the receiving party without reference to the confidential information of the disclosing party
- (d) is rightfully obtained by the receiving party from a third party or is in the public domain
- (e) is disclosed with the written consent of the party whose information it is, or
- (f) is disclosed pursuant to court order or other legal compulsion, after providing prior notice to the disclosing party.

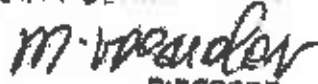
ARTICLE-VIII: AMENDMENTS

Any amendment and/or addenda to the AGREEMENT shall be in writing and signed by the PARTIES hereto and shall only after such execution be deemed to form part of the AGREEMENT and have the effect of modifying the AGREEMENT to the extent required by such amendment or addenda.




N. KRISHNA
DIRECTOR (Academic)
Dy. Principal Venkatesh Reddy & Dr. Himadhar
MIC College of Technology
Kanchikacherla, Krishna District

for SUDHAKAR POLYMERS


DIRECTOR


PRINCIPAL
DVR & Dr. HS MIC College of Technology
Kanchikacherla, N.T.R. Dt.
Andhra Pradesh India - Pin: 521180

ARTICLE-IX: MISCELLANEOUS

- a) The headings and sub-headings are inserted for convenience only and shall not affect the construction of this Agreement.
- b) Both MIC and Sudhakar Polymers Limited shall not, during the term of this Agreement directly or indirectly, solicit or offer employment or engagement to any of the personnel of other party without the prior consent in writing of that other party.
- c) No failure to exercise and no delay in exercising, on the part of a Party, any right, remedy, power or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege. The rights, remedies, power and privileges herein provided are cumulative and not exclusive of any right, remedies, powers and privileges provided by law.
- d) After this Agreement has been signed, all preceding understandings/negotiations and correspondence pertaining to it shall become null and void.

IN WITNESS WHEREOF PARTIES HERE TO HAVE ENTERED INTO THIS AGREEMENT EFFECTIVE AS ON THE DATE AND YEAR FIRST WRITTEN ABOVE.

For SUDHAKAR POLYMERS LTD


DIRECTOR

Managing Director
Sudhakar Polymers Limited,
Surajpet.



Director
DVR & Dr. HS MIC College of Technology,
Kanchikacharla

1 Witness
G. Srinivas Rao

2 
(F.S. - as my witness)

Date: 20-07-2015

1 Witness

(Dr. F. Vasanth Kumar, Baram)

2 
(Dr. George Prabhat J)

Date: 20-07-2015


PRINCIPAL
DVR & Dr. HS MIC College of Technology
Kanchikacharla, N.T.R. Dist.
Andhra Pradesh India - Pin: 521100

MEMORANDUM OF UNDERSTANDING

BETWEEN

Devineni Venkata Ramana & Dr.Hima Sekhar
MIC College of Technology
Kanchikacherla, Krishna District

AND

Sri Venkateswara Engineerings,
Nidamanuru, Vijayawada-521104


PRINCIPAL
DVR & Dr. HS MIC College of Technology
Kanchikacherla, N.T.R. Dt.
Andhra Pradesh, India - Pin: 521180

PREAMBLE

Whereas, DVR & Dr. HS MIC College of Technology at its various engineering and sciences departments is charged with responsibility of training technical and scientific manpower in various front-line areas of importance for the Nation and is also contributing to the rapidly growing scientific and technological knowledge and professional excellence in Science & Technology by undertaking industrial & applied research and consultancy.

WHEREAS, Sri Venkateswara Engineerings is engaged in manufacturing and supply of Modern Rice Mills, Machinery & Spares, research, design and development and consultancy in the field of Manufacturing and related fields.

WHEREAS, both MIC and Sri Venkateswara Engineerings, now

- Recognizing the importance of research and development in the area of manufacturing, as well as imparting industrial training to the engineering/technology/sciences students, etc.
- Appreciating the need for creation of large reservoir of highly qualified manpower in all fields related to Fabrication and Machining.
- Desiring to club their efforts by pooling their expertise and resources,

INTEND to form a nucleus for promoting excellent quality manpower in the fields of engineering, technology and sciences with special emphasis on Fabrication and related fields etc.

NOW, THEREFORE, in consideration of the mutual promises made herein and of good and valuable consideration, the receipt and sufficiency of which both MIC and Sri Venkateswara Engineerings hereby acknowledge, MIC and Sri Venkateswara Engineerings hereby agree to sign a memorandum of understanding (MOU).

ARTICLE-I: SCOPE OF THE MOU

This MOU details the modalities and general conditions regarding collaboration between MIC and Sri Venkateswara Engineerings for enhancing, within the country, the availability of highly qualified manpower in the areas of *Fabrication* without any prejudices to prevailing rules and regulations in MIC and Sri Venkateswara Engineerings without any disregard to any mechanism evolved and approved by the competent authorities under Govt. of India in so far as such mechanism applies to MIC and Sri Venkateswara Engineerings. The areas of cooperation can be extended through mutual consent.


PRINCIPAL
DVR & Dr. HS MIC College of Technology
Kanchikacherla, N.T.R. Dt.
Andhra Pradesh - 521 010

ARTICLE-II: SCOPE AND TERMS OF INTERACTIONS

Both MIC and Sri Venkateswara Engineering shall encourage interactions between the Engineers, Scientists, Research fellows, Faculty members and students of both the organizations through the following arrangements:

- a) Exchange of personnel through deputation as per the rules of the respective institute, for limited periods as mutually agreed upon;
- b) Organization of joint conferences and seminars;
-Practical training of MIC students at Sri Venkateswara Engineering.
-Joint guidance of student projects/thesis in Sri Venkateswara Engineering.
-And other areas of national interest of MIC by Sri Venkateswara Engineering on mutually agreeable terms.
- c) Sri Venkateswara Engineering would accommodate B.Tech students who have completed the 6th semester of their programme in such a number that seems convenient to it for the purpose of imparting industrial training.
- d) Sri Venkateswara Engineering may depute its personnel as visiting faculty at MIC to teach any of the regular Courses or specialised topics.
- e) Sri Venkateswara Engineering may request MIC to design and teach a Course or Courses which it deems fit to enhance quality and performance of its employees. Such Courses maybe run at any mutually convenient premises.
- f) Sri Venkateswara Engineering may seek assistance/guidance of MIC faculty member/s in product/process modification, modernization, trouble shooting, etc.
- g) Sri Venkateswara Engineering would allow the industrial visits of students for half/full day to provide them with an exposure to various equipment, instrument, etc.
- h) Sri Venkateswara Engineering may showcase its business activities at the seminar/workshop/conference, etc. at MIC.
- i) Sri Venkateswara Engineering may avail library, internet, computational facilities at MIC.
- j) In any of the activities mentioned above, wherever financial aspects are involved, amount, payment conditions, etc. would be spelt out clearly before starting the activity.


PRINCIPAL
DVR & Dr. HS MIC College of Technology
Kanchikachera, N.T.R. DI,
Andhra Pradesh, India - Pin: 521180

ARTICLE-III: SHARING OF FACILITIES

- a) MIC and Sri Venkateswara Engineerings shall make provisions to share their respective important R&D facilities in order to promote academic and research interaction in the areas of cooperation.
- b) MIC and Sri Venkateswara Engineerings shall permit the sharing software and other materials and components developed in-house in the areas of cooperation, if permissible within the rules governing the two institutions. However, responsibility for safety of software and other materials during the exchange will rest on respective Head of academic department/section.
- c) MIC and Sri Venkateswara Engineerings shall provide access to the library facilities to scientists, members of faculty and students as per the prevailing rules and norms in the respective institutes.

ARTICLE-IV: CO-ORDINATION OF THE PROGRAMME INCLUDING FINANCIAL ARRANGEMENTS

- a) The collaborative programme between MIC and Sri Venkateswara Engineerings shall be coordinated by a coordination committee appointed by Directors of both the institutes.
- b) Financial arrangements for each specific collaboration will be decided on a case-to-case basis and brought on record in each case after due approval from heads of both the institutions.

ARTICLE-V: EFFECTIVE DATE AND DURATION OF MOU

- a) This MOU shall be effective from the date of its approval by competent authorities at both ends.
- b) The duration of the MOU shall be for a period of 5 years from the effective date.
- c) During its tenancy, the MOU may be extended or terminated by a prior notice of not less than six months by either party. However, termination of the MOU will not in any manner affect the interests of the students/faculty/scientists who have been admitted to pursue a programme under the MOU.
- d) Any clause or article of the MOU may be modified or amended by mutual agreement of Sri Venkateswara Engineerings and MIC.

ARTICLE-VI: IPR

Rights regarding publications, patents, royalty, ownership of software/design/product developed etc. under the scope of this MOU, shall be decided by the two parties by mutual consent.

ARTICLE-VII: CONFIDENTIALITY

During the tenure of the MOU both MIC and Sri Venkateswara Engineering will maintain strict confidentiality and prevent disclosure of all the information and data exchanged under the scope of this MOU for any purpose other than in accordance with this MOU.

Both MIC and Sri Venkateswara Engineering shall bind their respective personnel who come into possession or knowledge of any confidential information not to disclose the same to third parties without written approval of the disclosing party or use such confidential information for any use other than intended under this agreement or PROJECTS.

Further both MIC and Sri Venkateswara Engineering shall put in place adequate and reasonable measures to keep and store confidential information secure so as to prevent any unauthorized use.

CONFIDENTIAL INFORMATION shall mean any proprietary information, data or facts belonging to PARTIES collectively or severally, disclosed by the disclosing party under this agreement or any subsequent agreement, whether in writing, verbal or electronically, irrespective of the medium in which such information is stored, which is marked confidential or with any other words having similar meaning by the disclosing party, or specifically agreed to be kept confidential by the parties, or declared or identified so by the disclosing party before such disclosure or during the discussions. However confidential information shall not include any data or information which:

- (a) is or becomes publicly available through no fault of the receiving party,
- (b) is already in the rightful possession of the receiving party prior to its receipt of such data or information;
- (c) is independently developed by the receiving party without reference to the confidential information of the disclosing party
- (d) is rightfully obtained by the receiving party from a third party or is in the public domain
- (e) is disclosed with the written consent of the party whose information it is, or
- (f) is disclosed pursuant to court order or other legal compulsion, after providing prior notice to the disclosing party.

ARTICLE-VIII: AMENDMENTS

Any amendment and/or addenda to the AGREEMENT shall be in writing and signed by the PARTIES hereto and shall only after such execution be deemed to form part of the AGREEMENT and have the effect of modifying the AGREEMENT to the extent required by such amendment or addenda.


PRINCIPAL
JVR & Dr. HS MIC College of Technology
Kanchikacherla, N.T.R. Dt.
Andhra Pradesh, India - Pin: 521100

ARTICLE-IX: MISCELLANEOUS

- a) The headings and sub-headings are inserted for convenience only and shall not affect the construction of this Agreement.
- b) Both MIC and Sri Venkateswara Engineerings shall not, during the term of this Agreement directly or indirectly, solicit or offer employment or engagement to any of the personnel of other party without the prior consent in writing of that other party.
- c) No failure to exercise and no delay in exercising, on the part of a Party, and right, remedy, power or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege. The rights, remedies, power and privileges herein provided are cumulative and not exclusive of any right, remedies, powers and privileges provided by law.
- d) After this Agreement has been signed, all preceding understandings/negotiations and correspondence pertaining to it shall become null and void.

IN WITNESS WHEREOF PARTIES HERE TO HAVE ENTERED INTO THIS AGREEMENT EFFECTIVE AS ON THE DATE AND YEAR FIRST WRITTEN ABOVE.

It is Accepted without any Financial Commitment
SRI VENKATESWARA ENGINEERING:
Director *S. Lakshminarayana*
4/7/2015
Director
DVR & Dr. HS MIC College of Technology, Kanchikacherla



Witness

1
2

Date

Witness

1 G. Rajeev
2 V.S. Sai

Date

[Signature]
PRINCIPAL
DVR & Dr. HS MIC College of Technology
Kanchikacherla, N.T.A. Dt.
Andhra Pradesh, India - Pin: 521180

MEMORANDUM OF UNDERSTANDING

BETWEEN

Devineel Venkata Ramana & Dr.Hima Sekhar
MIC College of Technology
Kanchikacherla, Krishna District

AND

PRATHAP INDUSTRIES
ENIKEPADU, VIJAYAWADA

*Date of MoU.
04/07/2015*


PRINCIPAL
UVR & Dr. HS MIC College of Technology,
Kanchikacherla, N.T.R. Dt.
Andhra Pradesh, India - Pin: 521160

PREAMBLE

Whereas, DVR & Dr. HS MIC College of Technology at its various engineering and sciences departments is charged with responsibility of training technical and scientific manpower in various front-line areas of importance for the Nation and is also contributing to the rapidly growing scientific and technological knowledge and professional excellence in Science & Technology by undertaking industrial & applied research and consultancy.

WHEREAS, PRATHAP INDUSTRIES is engaged in Cast Iron Castings, research, design and development and consultancy in the field of METAL CASTING and related fields.

WHEREAS, both MIC and PRATHAP INDUSTRIES, now

- Recognizing the importance of research and development in the areas METAL CASTING AND MACHINING, as well as imparting industrial training to the engineering/technology/sciences students, etc.
- Appreciating the need for creation of large reservoir of highly qualified manpower in all fields related to CASTING AND MACHINING.
- Desiring to club their efforts by pooling their expertise and resources,

INTEND to form a nucleus for promoting excellent quality manpower in the fields of engineering, technology and sciences with special emphasis on METAL CASTING and related fields etc.

NOW, THEREFORE, in consideration of the mutual promises made herein and of good and valuable consideration, the receipt and sufficiency of which both MIC and PRATHAP INDUSTRIES hereby acknowledge, MIC and PRATHAP INDUSTRIES hereby agree to sign a memorandum of understanding (MOU).

ARTICLE-I: SCOPE OF THE MOU

This MOU details the modalities and general conditions regarding collaboration between MIC and PRATHAP INDUSTRIES for enhancing, within the country, the availability of highly qualified manpower in the areas of METAL CASTING AND MACHINING without any prejudices to prevailing rules and regulations in MIC and PRATHAP INDUSTRIES without any disregard to any mechanism evolved and approved by the competent authorities under Govt. of India in so far as such mechanism applies to MIC and PRATHAP INDUSTRIES, The areas of cooperation can be extended through mutual consent.


PRINCIPAL
DVR & Dr. HS MIC College of Technology,
Kanchikacheria, N.T.R. Dt.
Andhra Pradesh, India - Pin: 521100

ARTICLE-II: SCOPE AND TERMS OF INTERACTIONS

Both MIC and PRATHAP INDUSTRIES shall encourage interactions between the Engineers, Scientists, Research fellows, faculty members and students of both the organizations through the following arrangements:

- a) Exchange of personnel through deputation as per the rules of the respective institute, for limited periods as mutually agreed upon;
- b) Organization of joint conferences and seminars;
-Practical training of MIC students at PRATHAP INDUSTRIES
-Joint guidance of student projects/thesis in PRATHAP INDUSTRIES
-And other areas of national interest at MIC by PRATHAP INDUSTRIES on mutually agreeable terms.
- c) PRATHAP INDUSTRIES would accommodate B.Tech students who have completed the 6th semester of their programme in such a number that deems convenient to it for the purpose of imparting industrial training.
- d) PRATHAP INDUSTRIES may depute its personnel as visiting faculty at MIC to teach any of the regular Course or specialized topics.
- e) PRATHAP INDUSTRIES may request MIC to design and teach a Course or Courses which it deems fit to enhance quality and performance of its employees. Such Courses may be run at any mutually convenient premises.
- f) PRATHAP INDUSTRIES may seek assistance/guidance of MIC faculty members in product/process modification, modernization, trouble shooting, etc.
- g) PRATHAP INDUSTRIES would allow the industrial visits of students for half/full day to provide them with an exposure to various equipment, instrument, etc.
- h) PRATHAP INDUSTRIES may showcase its business activities at the seminar/workshop/conference, etc. at MIC.
- i) PRATHAP INDUSTRIES may avail Library, internet, computational facilities at MIC.
- j) In any of the activities mentioned above, wherever financial aspects are involved, amount, payment conditions, etc. would be spelt out clearly before starting the activity.


PRINCIPAL
DVR & Dr. HS MIC College of Technology,
Kanchikacherla, N.T.R. Dt.
Andhra Pradesh, India - Pin: 821180

ARTICLE-III: SHARING OF FACILITIES

- a) MIC and PRATHAP INDUSTRIES shall make provisions to share their respective important R&D facilities in order to promote academic and research interaction in the areas of cooperation.
- b) MIC and PRATHAP INDUSTRIES shall permit the sharing software and other materials and components developed in-house in the areas of cooperation, if permissible within the rules governing the two institutions. However, responsibility for safety of software and other materials during the exchange will rest on respective Head of academic department/section.
- c) MIC and PRATHAP INDUSTRIES shall provide access to the library facilities to scientists, members of faculty and students as per the prevailing rules and norms in the respective institutes.

ARTICLE-IV: CO-ORDINATION OF THE PROGRAMME INCLUDING FINANCIAL ARRANGEMENTS

- a) The collaborative programme between MIC and PRATHAP INDUSTRIES shall be coordinated by a coordination committee appointed by Directors of both the institutes.
- b) Financial arrangements for each specific collaboration will be decided on a case-to-case basis and brought on record in each case after due approval from heads of both the institutions.

ARTICLE-V: EFFECTIVE DATE AND DURATION OF MOU

- a) This MOU shall be effective from the date of its approval by competent authorities at both ends.
- b) The duration of the MOU shall be for a period of 5 years from the effective date.
- c) During its tenancy, the MOU may be extended or terminated by a prior notice of not less than six months by either party. However, termination of the MOU will not in any manner affect the interests of the students/faculty/scientists who have been admitted to pursue a programme under the MOU.
- d) Any clause or article of the MOU may be modified or amended by mutual agreement of PRATHAP INDUSTRIES and MIC.

ARTICLE-VI: IPR

Rights regarding publications, patents, royalty, ownership of software/design/product developed etc. under the scope of this MOU, shall be decided by the two parties by mutual consent.


PRINCIPAL
JVR & Dr. HS MIC College of Technology,
Kenchikacherla, N.T.R. Dt.
Andhra Pradesh, India - Pin: 521180

ARTICLE-VII: CONFIDENTIALITY

During the tenure of the MOU both MIC and PRATHAP INDUSTRIES will maintain strict confidentiality and prevent disclosure of all the information and data exchanged under the scope of this MOU for any purpose other than in accordance with this MOU.

Both MIC and PRATHAP INDUSTRIES shall bind their respective personnel who come into possession or knowledge of any confidential information not to disclose the same to third parties without written approval of the disclosing party or use such confidential information for any use other than intended under this agreement or PROJECTS.

Further both MIC and PRATHAP INDUSTRIES shall put in place adequate and reasonable measures to keep and store confidential information secure so as to prevent any unauthorized use.

CONFIDENTIAL INFORMATION shall mean any proprietary information, data or facts belonging to PARTIES collectively or severally, disclosed by the disclosing party under this agreement or any subsequent agreement, whether in writing, verbal or electronically, irrespective of the medium in which such information is stored, which is marked confidential or with any other words having similar meaning by the disclosing party, or specifically agreed to be kept confidential by the parties, or declared or identified so by the disclosing party before such disclosure or during the discussions. However confidential information shall not include any data or information which:

- (a) is or becomes publicly available through no fault of the receiving party,
- (b) is already in the rightful possession of the receiving party prior to its receipt of such data or information;
- (c) is independently developed by the receiving party without reference to the confidential information of the disclosing party
- (d) is rightfully obtained by the receiving party from a third party or is in the public domain
- (e) is disclosed with the written consent of the party whose information it is, or
- (f) is disclosed pursuant to court order or other legal compulsion, after providing prior notice to the disclosing party.

ARTICLE-VIII: AMENDMENTS

Any amendment and/or addenda to the AGREEMENT shall be in writing and signed by the PARTIES hereto and shall only after such execution be deemed to form part of the AGREEMENT and have the effect of modifying the AGREEMENT to the extent required by such amendment or addenda.


PRINCIPAL
JVR & Dr. H.S. MIC College of Technology,
Kanchikacholia, N.T.R. Dt.
Andhra Pradesh, India - Pin: 521180

ARTICLE-IX: MISCELLANEOUS

- a) The headings and sub-headings are inserted for convenience only and shall not affect the construction of this Agreement.
- b) Both MIC and PRATHAP INDUSTRIES shall not, during the term of this Agreement directly or indirectly, solicit or offer employment or engagement to any of the personnel of other party without the prior consent in writing of that other party.
- c) No failure to exercise and no delay in exercising, on the part of a Party, and right, remedy, power or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege. The rights, remedies, power and privileges herein provided are cumulative and not exclusive of any right, remedy, powers and privileges provided by law.
- d) After this Agreement has been signed, all preceding understandings/negotiations and correspondence pertaining to it shall become null and void.

IN WITNESS WHEREOF PARTIES HERE TO HAVE ENTERED INTO THIS AGREEMENT EFFECTIVE AS ON THE DATE AND YEAR FIRST WRITTEN ABOVE.

It is signed without any financial commitments

For PRATHAP INDUSTRIES

[Signature]
DIRECTOR
MANAGING PARTNER



[Signature]
Director

DVR & Dr. HS MIC College of
Technology, Kanchikacheria

Witness

- 1
- 2

Date 4/7/15

Witness

- 1 G. RAJESH
- 2 V.S. SAI

Date 09/07/2015

[Signature]
PRINCIPAL
DVR & Dr. HS MIC College of Technology,
Kanchikacheria, N.T.R. Dt.
Andhra Pradesh, India - Pin: 521180

MEMORANDUM OF UNDERSTANDING


BETWEEN

Devineni Venkata Ramana & Dr.Hirna Sekhar
MIC College of Technology
Kanchikacherla, Krishna District

AND

Lokesh Foundries Pvt. Ltd.
Nidamanuru, Vijayawada-521104

*Date of issue
04/27/2016*


PRINCIPAL
OVR & Dr.MS MIC College of Technology
Kanchikacherla, A.T.P. Dt.
Andhra Pradesh, India - Pin: 521104

PREAMBLE

Whereas, *DVR & Dr. HS MIC College of Technology* at its various engineering and sciences departments is charged with responsibility of training technical and scientific manpower in various front-line areas of importance for the Nation and is also contributing to the rapidly growing scientific and technological knowledge and professional excellence in Science & Technology by undertaking industrial & applied research and consultancy.

WHEREAS, *Lokesh Foundries Pvt. Ltd.* is engaged in manufacturing of Valves, research, design and development and consultancy in the field of METAL CASTING and related fields.

WHEREAS, both MIC and Lokesh Foundries Pvt. Ltd., now

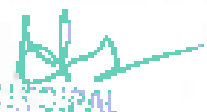
- Recognizing the importance of research and development in the areas METAL CASTING AND MACHINING, as well as imparting industrial training to the engineering/technology/sciences students, etc.
- Appreciating the need for creation of large reservoir of highly qualified manpower in all fields related to CASTING AND MACHINING,
- Desiring to club their efforts by pooling their expertise and resources,

INTEND to form a nucleus for promoting excellent quality manpower in the fields of engineering, technology and sciences with special emphasis on METAL CASTING and related fields etc.

NOW, THEREFORE, in consideration of the mutual promises made herein and of good and valuable consideration, the receipt and sufficiency of which both MIC and Lokesh Foundries Pvt. Ltd. hereby acknowledge, MIC and Lokesh Foundries Pvt. Ltd. hereby agree to sign a memorandum of understanding (MOU).

ARTICLE-I: SCOPE OF THE MOU

This MOU details the modalities and general conditions regarding collaboration between MIC and Lokesh Foundries Pvt. Ltd. for enhancing, within the country, the availability of highly qualified manpower in the areas of METAL CASTING AND MACHINING without any prejudice to prevailing rules and regulations in MIC and Lokesh Foundries Pvt. Ltd. without any disregard to any mechanism evolved and approved by the competent authorities under Govt. of India in so far as such mechanism applies to MIC and Lokesh Foundries Pvt. Ltd. The areas of cooperation can be extended through mutual consent.


PROFESSOR
DVR & Dr. HS MIC College of Technology
Kishanikachana, N.T.R. Dt.
Angara Pradesh, India - Pin: 521188

ARTICLE-II: SCOPE AND TERMS OF INTERACTIONS

Both MIC and Lokesh Foundries Pvt. Ltd. shall encourage interactions between the Engineers, Scientists, Research fellows, faculty members and students of both the organizations through the following arrangements:

- a) Exchange of personnel through deputation as per the rules of the respective institute, for limited periods as mutually agreed upon;
- b) Organization of joint conferences and seminars;
-Practical training of MIC students at Lokesh Foundries Pvt. Ltd.
-Joint guidance of student projects/thesis in Lokesh Foundries Pvt. Ltd.
-And other areas of national interest at MIC by Lokesh Foundries Pvt. Ltd. on mutually agreeable terms.
- c) Lokesh Foundries Pvt. Ltd. would accommodate B.Tech students who have completed the 6th semester of their programme in such a number that deems convenient to it for the purpose of imparting industrial training.
- d) Lokesh Foundries Pvt. Ltd. may depute its personnel as visiting faculty at MIC to teach any of the regular Course or specialized topics.
- e) Lokesh Foundries Pvt. Ltd. may request MIC to design and teach a Course or Courses which it deems fit to enhance quality and performance of its employees. Such Courses maybe run at any mutually convenient premises.
- f) Lokesh Foundries Pvt. Ltd. may seek assistance/guidance of MIC faculty member/s in product/process modification, modernization, trouble shooting, etc.
- g) Lokesh Foundries Pvt. Ltd. would allow the industrial visits of students for half/full day to provide them with an exposure to various equipment, instrument, etc.
- h) Lokesh Foundries Pvt. Ltd. may showcase its business activities at the seminar/workshop/conference, etc. at MIC.
- i) Lokesh Foundries Pvt. Ltd. may avail library, Internet, computational facilities at MIC.
- j) In any of the activities mentioned above, wherever financial aspects are involved, amount, payment conditions, etc. would be spelt out clearly before starting the activity.


PRINCIPAL
JVR & Dr. HS MIC College of Technology
Kanchikacherla, N.T.R. Di.
Andhra Pradesh, India - Pin: 521100

ARTICLE-III: SHARING OF FACILITIES

- a) MIC and Lokesh Foundries Pvt. Ltd. shall make provisions to share their respective important R&D facilities in order to promote academic and research interaction in the areas of cooperation.
- b) MIC and Lokesh Foundries Pvt. Ltd. shall permit the sharing software and other materials and components developed in-house in the areas of cooperation, if permissible within the rules governing the two institutions. However, responsibility for safety of software and other materials during the exchange will rest on respective Head of academic department/section.
- c) MIC and Lokesh Foundries Pvt. Ltd. shall provide access to the library facilities to scientists, members of faculty and students as per the prevailing rules and norms in the respective institutes.

ARTICLE-IV: CO-ORDINATION OF THE PROGRAMME INCLUDING FINANCIAL ARRANGEMENTS

- a) The collaborative programme between MIC and Lokesh Foundries Pvt. Ltd. shall be coordinated by a coordination committee appointed by Directors of both the Institutes.
- b) Financial arrangements for each specific collaboration will be decided on a case-to-case basis and brought on record in each case after due approval from heads of both the Institutions.

ARTICLE-V: EFFECTIVE DATE AND DURATION OF MOU

- a) This MOU shall be effective from the date of its approval by competent authorities at both ends.
- b) The duration of the MOU shall be for a period of 5 years from the effective date.
- c) During its tenancy, the MOU may be extended or terminated by a prior notice of not less than six months by either party. However, termination of the MOU will not in any manner affect the interests of the students/faculty/scientists who have been admitted to pursue a programme under the MOU.
- d) Any clause or article of the MOU may be modified or amended by mutual agreement of Lokesh Foundries Pvt. Ltd. and MIC.

ARTICLE-VI: IPR

Rights regarding publications, patents, royalty, ownership of software/design/product developed etc. under the scope of this MOU, shall be decided by the two parties by mutual consent.


PRINCIPAL
JVR & Dr. HS MIC College of Technology
Kancikacherla, N.T.R. Dt.
Andhra Pradesh, India - Pin: 521100

ARTICLE-VII: CONFIDENTIALITY

During the tenure of the MOU both MIC and Lokesh Foundries Pvt. Ltd. will maintain strict confidentiality and prevent disclosure of all the information and data exchanged under the scope of this MOU for any purpose other than in accordance with this MOU.

Both MIC and Lokesh Foundries Pvt. Ltd. shall bind their respective personnel who come into possession or knowledge of any confidential information not to disclose the same to third parties without written approval of the disclosing party or use such confidential information for any use other than intended under this agreement or PROJECTS.

Further both MIC and Lokesh Foundries Pvt. Ltd. shall put in place adequate and reasonable measures to keep and store confidential information secure so as to prevent any unauthorized use.

CONFIDENTIAL INFORMATION shall mean any proprietary information, data or facts belonging to PARTIES collectively or severally, disclosed by the disclosing party under this agreement or any subsequent agreement, whether in writing, verbal or electronically, irrespective of the medium in which such information is stored, which is marked confidential or with any other words having similar meaning by the disclosing party, or specifically agreed to be kept confidential by the parties, or declared or identified so by the disclosing party before such disclosure or during the discussions. However confidential information shall not include any data or information which:

- (a) is or becomes publicly available through no fault of the receiving party,
- (b) is already in the rightful possession of the receiving party prior to its receipt of such data or information;
- (c) is independently developed by the receiving party without reference to the confidential information of the disclosing party
- (d) is rightfully obtained by the receiving party from a third party or is in the public domain
- (e) is disclosed with the written consent of the party whose information it is, or
- (f) is disclosed pursuant to court order or other legal compulsion, after providing prior notice to the disclosing party.

ARTICLE-VIII: AMENDMENTS

Any amendment and/or addenda to the AGREEMENT shall be in writing and signed by the PARTIES hereto and shall only after such execution be deemed to form part of the AGREEMENT and have the effect of modifying the AGREEMENT to the extent required by such amendment or addenda.


PRINCIPAL
DVR & Dr. HS Singh College of Technology
Kanchikacharla, N.T.R. Dist.
Andhra Pradesh, India - Pin: 521 100

ARTICLE-IX: MISCELLANEOUS

- a) The headings and sub-headings are inserted for convenience only and shall not affect the construction of this Agreement.
- b) Both MIC and Lokesh Foundries Pvt. Ltd. shall not, during the term of this Agreement directly or indirectly, solicit or offer employment or engagement to any of the personnel of other party without the prior consent in writing of that other party.
- c) No failure to exercise and no delay in exercising, on the part of a Party, and right, remedy, power or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege. The rights, remedies, power and privileges herein provided are cumulative and not exclusive of any right, remedies, powers and privileges provided by law.
- d) After this Agreement has been signed, all preceding understandings/negotiations and correspondence pertaining to it shall become null and void.

IN WITNESS WHEREOF PARTIES HERE TO HAVE ENTERED INTO THIS AGREEMENT EFFECTIVE AS ON THE DATE AND YEAR FIRST WRITTEN ABOVE.

Director



Director

DVR & Dr. HS MIC College of Technology, Kanchikacherla

LOKESH FOUNDRIES PVT. LTD.

Lokesh
(LOKESH BAYANA)
Executive Director

04/07/2015

Witness

1
2

Witness

1 G. RAJESH
2 V.S.SAI

Date

Date *04/07/2015*

[Signature]
PRINCIPAL
DVR & Dr. HS MIC College of Technology
Kanchikacherla, N.T.R. Dt.
Andhra Pradesh, India - Pin: 521180



ఆంధ్రప్రదేశ్ రాష్ట్రం ANDHRA PRADESH

SI No. 4471 D. 18/11/11 R. 100/-

To: D.V.R. & Dr. HS MIC College of Technology, Kancharla

For stamp - Slip by its Director N. Venkatesh Mohanram, Kancharla

Post Office BP 928283
 R. NAGAMALLESWARA RA
 LICENSED STAMP VENDOR
 L.No.08-18-11-6-2017
 R.No.06-18-06-16-2013
 KANCHIKACHERLA VILLAGE
 Phone No. Ucc 78-274882

PREAMBLE

Whereas, DVR & Dr. HS MIC College of Technology at its various engineering & sciences departments is charged with responsibility of training technical and scientific manpower in various front-line areas of importance for the Nation and is also contributing to the rapidly growing scientific and technological knowledge and professional excellence in Science & Technology by undertaking industrial & applied research and consultancy.

WHEREAS, VASANTHA HYDRAULIC SYSTEMS is Manufacturers of Plastic processing machinery (Injection Moulding & Blow moulding Machines), Hydraulic systems, Hydraulic cylinders and customize Hydraulic components.

WHEREAS, both MIC and VASANTHA HYDRAULIC SYSTEMS, now

- Recognizing the importance of research and development in the area of Hydraulic systems as well as imparting training to the engineering/technology/sciences students, etc.
- Appreciating the need for creation of large reservoir of highly qualified manpower in all fields related to Hydraulics.
- Desiring to club their efforts by pooling their expertise and resources,

Page 1 of 6

For Vasantha Hydraulic Systems

[Signature]
 Director



PRINCIPAL
 DVR & Dr. HS MIC College of Technology
 Kancharla, N.T. Dist.
 Andhra Pradesh, India - Pin: 521180

DVR & Dr. HS MIC COLLEGE OF TECHNOLOGY
 Pothalagaddu 'X' Road,
 KANCHIKACHERLA-521 180.
 Ph: 08678-273533, Fax: 08678-273567

VASANTHA HYDRAULIC SYSTEMS
 Plot No. 763, G.M.I.C.E. Phase-2
 Ballari, Hyderabad - 500007

INTEND to form a nucleus for promoting excellent quality manpower in the fields of engineering, technology and sciences with special emphasis on design, fabrication and related fields etc.

NOW, THEREFORE, in consideration of the mutual promises made herein and of good and valuable consideration, the receipt and sufficiency of which both MIC and VASANTHA HYDRAULIC SYSTEMS hereby acknowledge, MIC and VASANTHA HYDRAULIC SYSTEMS hereby agree to sign a memorandum of understanding (MOU).

ARTICLE-I: SCOPE OF THE MOU

This MOU details the modalities and general conditions regarding collaboration between MIC and VASANTHA HYDRAULIC SYSTEMS for enhancing, within the country, the availability of highly qualified manpower in the area of hydraulics without any prejudice to prevailing rules and regulations in MIC and VASANTHA HYDRAULIC SYSTEMS without any disregard to any mechanism evolved and approved by the competent authorities under Govt. of India in so far as such mechanism applies to MIC and VASANTHA HYDRAULIC SYSTEMS. The areas of cooperation can be extended through mutual consent.

ARTICLE-II: SCOPE AND TERMS OF INTERACTIONS

Both MIC and VASANTHA HYDRAULIC SYSTEMS shall encourage interactions between the Engineers, Scientists, Research fellows, faculty members and students of both the organizations through the following arrangements:

- a) Exchange of personnel through deputation as per the rules of the respective institute, for limited periods as mutually agreed upon;
- b) Organization of joint conferences and seminars;
- c) Practical training of MIC students at VASANTHA HYDRAULIC SYSTEMS.
- d) Joint guidance of student projects/thesis in VASANTHA HYDRAULIC SYSTEMS and other areas of national interest at MIC by VASANTHA HYDRAULIC SYSTEMS on mutually agreeable terms.
- e) VASANTHA HYDRAULIC SYSTEMS would accommodate B.Tech students who have completed the 6th semester of their programs in such a number that VASANTHA HYDRAULIC SYSTEMS deems convenient to it for the purpose of imparting industrial training.

Page 2 of 6




PRINCIPAL
OVR & Dr. HS MIC College of Technology,
Kanchikacherla, N.T.R. Dt.
Andhra Pradesh, India - Pin: 521180

OVR & Dr. HS MIC COLLEGE OF TECHNOLOGY
Perakalapadu 'X' Roads,
KANCHIKACHERLA-521 180.
Ph: 08678-273535, Fax: 08678-273560

VASANTHA HYDRAULIC SYSTEMS
Plot No. 10, V.M.C.E. Road,
Bolanagar, Hyderabad-500 027
Ph: 9-74005, 90

- f) VASANTHA HYDRAULIC SYSTEMS may depute its personnel as visiting faculty at MIC to teach any of the regular Course or specialized topics.
- g) VASANTHA HYDRAULIC SYSTEMS may request MIC to design and teach a Course or Courses which it deems fit to enhance quality and performance of its employees. Such Courses maybe run at any mutually convenient premises.
- h) VASANTHA HYDRAULIC SYSTEMS may seek assistance/guidance of MIC faculty member/s in product/process modification, modernization, trouble shooting, etc.
- i) Would allow the industrial visits of students for half/full day to provide them with an exposure to various equipment, instrument, etc.
- j) VASANTHA HYDRAULIC SYSTEMS may showcase its business activities at the seminar/workshop/conference, etc. at MIC.
- k) VASANTHA HYDRAULIC SYSTEMS may avail library, Internet, computational facilities at MIC.
- l) In any of the activities mentioned above, wherever financial aspects are involved, amount, payment conditions, etc. would be spelt out clearly before starting the activity.

ARTICLE-III: SHARING OF FACILITIES

- a) MIC and VASANTHA HYDRAULIC SYSTEMS shall make provisions to share their respective important R&D facilities in order to promote academic and research interaction in the areas of cooperation.
- b) MIC and VASANTHA HYDRAULIC SYSTEMS shall permit the sharing software and other materials and components developed in-house in the areas of cooperation, if permissible within the rules governing the two institutions. However, responsibility for safety of software and other materials during the exchange will rest on respective Head of academic department/section.
- c) MIC and VASANTHA HYDRAULIC SYSTEMS shall provide access to the library facilities to scientists, members of faculty and students as per the prevailing rules and norms in the respective institutes.

Page 3 of 6

For Vasantha Hydraulic Systems

[Handwritten Signature]

Director



[Handwritten Signature]
PRINCIPAL
DVR & Dr. HS MIC College of Technology
Kanchikacherla, N.T.R. Dist.
Andhra Pradesh, India - Pin: 521180
DVR & Dr HS MIC COLLEGE OF TECHNOLOGY
Peratalapadu 'X' Road,
KANCHIKACHERLA-521 180.
Ph: 08678-273535, Fax: 08678-273555

ARTICLE-IV: CO-ORDINATION OF THE PROGRAMME INCLUDING FINANCIAL ARRANGEMENTS

- a) The collaborative programme between MIC and VASANTHA HYDRAULIC SYSTEMS shall be coordinated by a coordination committee appointed by Directors of both the Institutes.
- b) Financial arrangements for each specific collaboration will be decided on a case-to-case basis and brought on record in each case after due approval from heads of both the Institutions.

ARTICLE-V: EFFECTIVE DATE AND DURATION OF MOU

- a) This MOU shall be effective from the date of its approval by competent authorities at both ends.
- b) The duration of the MOU shall be for a period of 5 years from the effective date.
- c) During its tenancy, the MOU may be extended or terminated by a prior notice of not less than six months by either party. However, termination of the MOU will not in any manner affect the interests of the students/faculty/scientists who have been admitted to pursue a programme under the MOU.
- d) Any clause or article of the MOU may be modified or amended by mutual agreement of VASANTHA HYDRAULIC SYSTEMS and MIC.

ARTICLE-VI: IPR

Rights regarding publications, patents, royalty, ownership of software/design/product developed etc. under the scope of this MOU, shall be decided by the two parties by mutual consent.

ARTICLE-VII: CONFIDENTIALITY

During the tenure of the MOU both MIC and VASANTHA HYDRAULIC SYSTEMS will maintain strict confidentiality and prevent disclosure of all the information and data exchanged under the scope of this MOU for any purpose other than in accordance with this MOU.

Page 4 of 6:

For Vasantha Hydraulic Systems
[Signature]
Director



[Signature]
PRINCIPAL
DVR & Dr. HS MIC College of Technology
Kanchikacherla, N.T.R. Dt.
Andhra Pradesh - Pin: 521180
DVR & Dr. HS MIC COLLEGE OF TECHNOLOGY
Perakalapadu 'X' Roads,
KANCHIKACHERLA-521 180.
Ph: 08678-273535, Fax: 08678-273580

VASANTHA HYDRAULIC SYSTEMS
P.O. Box 101, N.T.R. Dt., Phas.
Kanchikacherla, Andhra Pradesh
Ph: 273534

Both MIC and VASANTHA HYDRAULIC SYSTEMS shall bind their respective personnel who come into possession or knowledge of any confidential information not to disclose the same to third parties without written approval of the disclosing party or use such confidential information for any use other than intended under this agreement or PROJECTS.

Further both MIC and VASANTHA HYDRAULIC SYSTEMS shall put in place adequate and reasonable measures to keep and store confidential information secure so as to prevent any unauthorized use.

CONFIDENTIAL INFORMATION shall mean any proprietary information, data or facts belonging to PARTIES collectively or severally, disclosed by the disclosing party under this agreement or any subsequent agreement, whether in writing, verbal or electronically, irrespective of the medium in which such information is stored, which is marked confidential or with any other words having similar meaning by the disclosing party, or specifically agreed to be kept confidential by the parties, or declared or identified so by the disclosing party before such disclosure or during the discussions. However confidential information shall not include any data or information which:

- (a) is or becomes publicly available through no fault of the receiving party,
- (b) is already in the rightful possession of the receiving party prior to its receipt of such data or information;
- (c) is independently developed by the receiving party without reference to the confidential information of the disclosing party
- (d) is rightfully obtained by the receiving party from a third party or is in the public domain
- (e) is disclosed with the written consent of the party whose information it is, or
- (f) is disclosed pursuant to court order or other legal compulsion, after providing prior notice to the disclosing party.

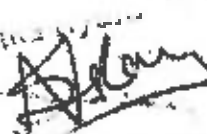
ARTICLE-VIII : AMENDMENTS

Any amendment and/or addenda to the AGREEMENT shall be in writing and signed by the PARTIES hereto and shall only after such execution be deemed to form part of the AGREEMENT and have the effect of modifying the AGREEMENT to the extent required by such amendment or addenda.

ARTICLE-IX: MISCELLANEOUS

- a) The headings and sub-headings are inserted for convenience only and shall not affect the construction of this Agreement.
- b) Both MIC and VASANTHA HYDRAULIC SYSTEMS shall not, during the term of this Agreement directly or indirectly, solicit or offer employment or

Page 5 of 6

For Vasantha Systems
 Director

VASANTHA HYDRAULIC SYSTEMS
Plot No. 763, S.V.I.C.E. Phase-2
Balanagar, Hyderabad-500 037
Ph: 9703374005, 9667805305




PRINCIPAL
Dr. HS MIC College of Technology
Kanchikacherla, N.T.R. Dt.
Andhra Pradesh

DR & DR HS MIC COLLEGE OF TECHNOLOGY
Perakalapadu 'X' Roads,
KANCHIKACHERLA-521 180.
Ph: 08678-273536, Fax: 08678-273560

engagement to any of the personnel of other party without the prior consent in writing of that other party.

- c) No failure to exercise and no delay in exercising, on the part of a Party, and right, remedy, power or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege. The rights, remedies, power and privileges herein provided are cumulative and not exclusive of any right, remedies, powers and privileges provided by law.
- d) After this Agreement has been signed, all proceeding understandings/negotiations and correspondence pertaining to it shall become null and void.

IN WITNESS WHEREOF PARTIES HERE TO HAVE ENTERED INTO THIS AGREEMENT EFFECTIVE AS ON THE DATE AND YEAR FIRST WRITTEN ABOVE.

Vasanthha Hydraulic Systems


Director



VASANTHA HYDRAULIC SYSTEMS
Plot No. 763, S.V.I.C.E, Phase-2
Balanagar, Hyderabad-500 037
Ph; 9709374005, 8662969905

- Witness
- 1
 - 2

Date 18/6/2015



Director
DVR & Dr. HS MIC College
of Technology, Kanchikacherla

- Witness
- 1 G. RAJESH
 - 2 V-S.Sai

Date 18/6/2015

MEMORANDUM OF UNDERSTANDING


BETWEEN

Devineni Venkata Ramana & Dr. Hima Sekhar
MIC College of Technology
Kanchikacherla, Krishna District

AND

Prakasa Spectro Cast (P) Ltd.
(An ISO 9001:2008 certified company)
Enikepadu, Vijayawada - 521108, A.P., INDIA.

*Delivered to
07/05/2015*


PRINCIPAL
DVR & Dr. HS, MIC College of Technology,
Kanchikacherla, N.T.R. Dt.
Prakasa Spectro Cast (P) Ltd. - 521108

FRAMBLE

Whereas, DVR & Dr. HS MIC College of Technology at its various engineering and sciences departments is charged with responsibility of training technical and scientific manpower in various front-line areas of importance for the Nation and is also contributing to the rapidly growing scientific and technological knowledge and professional excellence in Science & Technology by undertaking industrial & applied research and consultancy.

WHEREAS, Prakash Spectro Cast Pvt. Ltd. (PSC) is engaged in manufacturing of Cast Iron Castings, research, design and development and consultancy in the field of METAL CASTING and related fields.

WHEREAS, both MIC and PSC, now

- Recognizing the importance of research and development in the areas METAL CASTING AND MACHINING, as well as imparting industrial training to the engineering/technology/sciences students, etc.
- Appreciating the need for creation of large reservoir of highly qualified manpower in all fields related to CASTING AND MACHINING.
- Deciding to club their efforts by pooling their expertise and resources.

INTEND to form a nucleus for promoting excellent quality manpower in the fields of engineering, technology and sciences with special emphasis on STEEL CASTING and related fields etc.

NOW, THEREFORE, in consideration of the mutual promises made herein and of good and valuable consideration, the receipt and sufficiency of which both MIC and PSC hereby acknowledge, MIC and PSC hereby agree to sign a memorandum of understanding (MOU).

ARTICLE-1: SCOPE OF THE MOU

This MOU details the modalities and general conditions regarding collaboration between MIC and PSC for enhancing, within the country, the availability of highly qualified manpower in the areas of METAL CASTING AND MACHINING without any prejudice to prevailing rules and regulations in MIC and PSC without any disregard to any mechanism evolved and approved by the competent authorities under Govt. of India in so far as such mechanism applies to MIC and PSC. The areas of cooperation can be extended through mutual consent.


PRINCIPAL
DVR & Dr. HS MIC College of Technology
Kanchilachoria, N.T.R. Dt.
Andhra Pradesh, India - Pin: 521180

ARTICLE-II: SCOPE AND TERMS OF INTERACTIONS

Both MIC and PSC shall encourage interactions between the Engineers, Scientists, Research fellows, faculty members and students of both the organizations through the following arrangements:

- a) Exchange of personnel through deputation as per the rules of the respective institute, for limited periods as mutually agreed upon.
- b) Organization of joint conferences and seminars:
-Practical training of MIC students at PSC
-Joint guidance of student projects/thesis in PSC
-And other areas of mutual interest at MIC by PSC on mutually agreeable terms.
- c) PSC would accommodate B.Tech students who have completed the 6th semester of their programme in such a number that deems convenient to it for the purpose of imparting industrial training.
- d) PSC may depute its personnel as visiting faculty at MIC to teach any of the regular Course or specialized topics.
- e) PSC may request MIC to design and teach a Course or Courses which it deems fit to enhance quality and performance of its employees. Such Courses maybe run at any mutually convenient premises.
- f) PSC may seek assistance/guidance of MIC faculty members in product/process modification, modernization, trouble shooting, etc.
- g) PSC would allow the industrial visits of students for half/full day to provide them with an exposure to various equipment, instrument, etc.
- h) PSC may showcase its business activities at the seminar/workshop/conference, etc. at MIC.
- i) PSC may avail library, internet, computational facilities at MIC.
- j) In any of the activities mentioned above, wherever financial aspects are involved, amount, payment conditions, etc. would be spelt out clearly before starting the activity.

ARTICLE-III: SHARING OF FACILITIES

- a) MIC and PSC shall make provisions to share their respective important R&D facilities in order to promote academic and research interaction in the areas of cooperation.


PRINCIPAL
DVR & Dr. HS, MIC College of Technology,
Kannur, Kerala, N.T.R. Dt.
A college for all, All for college - Ph: 521180

- b) MIC and PSC shall permit the sharing software and other materials and components developed in-house in the areas of cooperation, if permissible within the rules governing the two institutions. However, responsibility for safety of software and other materials during the exchange will rest on respective Head of academic department/section.
- e) MIC and PSC shall provide access to the library facilities to scientists, members of faculty and students as per the prevailing rules and norms in the respective institutes.

ARTICLE-IV: CO-ORDINATION OF THE PROGRAMME INCLUDING FINANCIAL ARRANGEMENTS

- a) The collaborative programme between MIC and PSC shall be coordinated by a coordination committee appointed by Directors of both the Institutes.
- b) Financial arrangements for each specific collaboration will be decided on a case-to-case basis and brought on record in each case after due approval from heads of both the Institutions.

ARTICLE-V: EFFECTIVE DATE AND DURATION OF MOU

- a) This MOU shall be effective from the date of its approval by competent authorities at both ends.
- b) The duration of the MOU shall be for a period of 5 years from the effective date.
- c) During its tenancy, the MOU may be extended or terminated by a prior notice of not less than six months by either party. However, termination of the MOU will not in any manner affect the interests of the students/faculty/scientists who have been admitted to pursue a programme under the MOU.
- d) Any clause or article of the MOU may be modified or amended by mutual agreement of PSC and MIC.

ARTICLE-VI: IPR

Rights regarding publications, patents, royalty, ownership of software/design/product developed etc. under the scope of this MOU, shall be decided by the two parties by mutual consent.

ARTICLE-VII: CONFIDENTIALITY

During the tenure of the MOU both MIC and PSC will maintain strict confidentiality and prevent disclosure of all the information and data exchanged under the scope of this MOU for any purpose other than in accordance with this MOU.

Both MIC and PSC shall bind their respective personnel who come into possession or knowledge of any confidential information not to disclose the same to third parties without written approval of the disclosing party or use such confidential information for any use other than intended under this agreement or PROJECTS.

Further both MIC and PSC shall put in place adequate and reasonable measures to keep and store confidential information secure so as to prevent any unauthorized use.

CONFIDENTIAL INFORMATION shall mean any proprietary information, data or facts belonging to PARTIES collectively or severally, disclosed by the disclosing party under this agreement or any subsequent agreement, whether in writing, verbal or electronically, irrespective of the medium in which such information is stored, which is marked confidential or with any other words having similar meaning by the disclosing party, or specifically agreed to be kept confidential by the parties, or declared or identified so by the disclosing party before such disclosure or during the discussions. However confidential information shall not include any data or information which:

- (a) is or becomes publicly available through no fault of the receiving party,
- (b) is already in the rightful possession of the receiving party prior to its receipt of such data or information;
- (c) is independently developed by the receiving party without reference to the confidential information of the disclosing party
- (d) is rightfully obtained by the receiving party from a third party or is in the public domain
- (e) is disclosed with the written consent of the party whose information it is, or
- (f) is disclosed pursuant to court order or other legal compulsion, after providing prior notice to the disclosing party.

ARTICLE-VIII : AMENDMENTS

Any amendment and/or addenda to the AGREEMENT shall be in writing and signed by the PARTIES hereto and shall only after such execution be deemed to form part of the AGREEMENT and have the effect of modifying the AGREEMENT to the extent required by such amendment or addenda.

ARTICLE-IX: MISCELLANEOUS

- a) The headings and sub-headings are inserted for convenience only and shall not affect the construction of this Agreement.
- b) Both MIC and PSC shall not, during the term of this Agreement directly or indirectly, solicit or offer employment or engagement to any of the personnel of other party without the prior consent in writing of that other party.
- c) No failure to exercise and no delay in exercising, on the part of a Party, and right,


PRINCIPAL
OVR & Dr. HS MIC College of Technology,
Kapatla, N.T.R. Dt.
Andhra Pradesh, India - Pin: 521180

remedy, power or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege. The rights, remedies, power and privileges herein provided are cumulative and not exclusive of any right, remedies, powers and privileges provided by law.

- d) After this Agreement has been signed, all preceding understandings/negotiations and correspondence pertaining to it shall become null and void.

IN WITNESS WHEREOF PARTIES HERE TO HAVE ENTERED INTO THIS AGREEMENT EFFECTIVE AS ON THE DATE AND YEAR FIRST WRITTEN ABOVE.

*Acceptable subject to
no financial commitment
from our end.*

Executive Director
For Prabha Spetro Cast Pvt. Ltd.


Executive Director

Witness

1

2

Date:



Director
DVR & Dr. HS MIC College of
Technology, Kanchikacherla



Witness

1 G. RAJESH

2 V.S. Sai

Date: 07/05/2018


PRINCIPAL
DVR & Dr. HS MIC College of Technology,
Kanchikacherla, N.T.R. Dt.
Andhra Pradesh, India - Pin: 521180

MEMORANDUM OF UNDERSTANDING

BETWEEN

Devineni Venkata Ramana & Dr. Hima Sekhar
MIC College of Technology
Kanchikacherla, Krishna District

AND

G S Alloy Castings Limited
Payakkapuram Vijayawada, Andhra Pradesh 520015

Date of MOU
07/05/2015


PRINCIPAL
DVR & Dr. HS MIC College of Technology
Kanchikacherla, N.T.R. Dt.
Andhra Pradesh, India - Pin: 521180

PREAMBLE

Whereas, DVR & Dr. HS MIC College of Technology at its various engineering and sciences departments is charged with responsibility of training technical and scientific manpower in various front-line areas of importance for the Nation and is also contributing to the rapidly growing scientific and technological knowledge and professional excellence in Science & Technology by undertaking industrial & applied research and consultancy.

WHEREAS, G S Alloy Castings Limited is engaged in manufacturing of Steel Castings, research, design and development and consultancy in the field of Metal Casting and related fields.

WHEREAS, both MIC and G S Alloy Castings Limited, now

- Recognizing the importance of research and development in the areas of steel castings, as well as imparting industrial training to the engineering/technology/sciences students, etc.
- Appreciating the need for creation of large reservoir of highly qualified manpower in all fields related to Foundry.
- Desiring to club their efforts by pooling their expertise and resources.

INTEND to form a nucleus for promoting excellent quality manpower in the fields of engineering, technology and sciences with special emphasis on Steel casting and related fields etc.

NOW, THEREFORE, in consideration of the mutual promises made herein and of good and valuable consideration, the receipt and sufficiency of which both MIC and G S Alloy Castings Limited hereby acknowledge, MIC and G S Alloy Castings Limited hereby agree to sign a memorandum of understanding (MOU).

ARTICLE-I: SCOPE OF THE MOU

This MOU details the modalities and general conditions regarding collaboration between MIC and G S Alloy Castings Limited for enhancing, within the country, the availability of highly qualified manpower in the areas of Metal Castings without any prejudice to prevailing rules and regulations in MIC and G.S Alloy Castings Limited without any disregard to any mechanism evolved and approved by the competent authorities under Govt. of India in so far as such mechanism applies to MIC and G S Alloy Castings Limited. The areas of cooperation can be extended through mutual consent.


PRINCIPAL
DVR & Dr. HS MIC College of Technology
Kanchikacharla, N.T.R. Dt.
Andhra Pradesh, India - Pin: 521180

ARTICLE-II: SCOPE AND TERMS OF INTERACTIONS

Both MIC and G S Alloy Castings Limited shall encourage interactions between the Engineers, Scientists, Research fellows, faculty members and students of both the organizations through the following arrangements:

- a) Exchange of personnel through deputation as per the rules of the respective institute, for limited periods as mutually agreed upon;
- b) Organization of joint conferences and seminars;
- c) Practical training of MIC students at G S Alloy Castings Limited;
- d) Joint guidance of student projects/thesis in G S Alloy Castings Limited and other areas of national interest at MIC by G S Alloy Castings Limited on mutually agreeable terms.
- e) G S Alloy Castings Limited would accommodate B.Tech. students who have completed the 6th semester of their programme in such a number that G S Alloy Castings Limited deems convenient to it for the purpose of imparting industrial training.
- f) G S Alloy Castings Limited may depute its personnel as visiting faculty at MIC to teach any of the regular Course or specialized topics.
- g) G S Alloy Castings Limited may request MIC to design and teach a Course or Courses which it deems fit to enhance quality and performance of its employees. Such Courses may be run at any mutually convenient premises.
- h) G S Alloy Castings Limited may seek assistance/guidance of MIC faculty member/s in product/process modification, modernization, trouble shooting, etc.
- i) Would allow the industrial visits of students for half/full day to provide them with an exposure to various equipment, instrument, etc.
- j) G S Alloy Castings Limited may showcase its business activities at the seminar/workshop/conference, etc. at MIC.
- k) G S Alloy Castings Limited may avail library, Internet, computational facilities at MIC.
- l) In any of the activities mentioned above, wherever financial aspects are involved, amount, payment conditions, etc. would be spelt out clearly before starting the activity.

ARTICLE-III: SHARING OF FACILITIES

- a) MIC and G S Alloy Castings Limited shall make provisions to share their respective important R&D facilities in order to promote academic and research interaction in the areas of cooperation.
- b) MIC and G S Alloy Castings Limited shall permit the sharing software and other materials and components developed in-house in the areas of cooperation, if permissible within the rules governing the two institutions. However, responsibility for safety of software and other materials during the exchange will rest on respective Head of academic department/section.
- c) MIC and G S Alloy Castings Limited shall provide access to the library facilities



PRINCIPAL
DVR & Dr. HS MIC College of Technology
Kanchikacheria, N.T.R. Dt.
Andhra Pradesh, India - Pin: 521160

to scientists, members of faculty and students as per the prevailing rules and norms in the respective institutes.

ARTICLE-IV: CO-ORDINATION OF THE PROGRAMME INCLUDING FINANCIAL ARRANGEMENTS

- a) The collaborative programme between MIC and G S Alloy Castings Limited shall be coordinated by a coordination committee appointed by Directors of both the Institutes.
- b) Financial arrangements for each specific collaboration will be decided on a case-to-case basis and brought on record in each case after due approval from heads of both the institutions.

ARTICLE-V: EFFECTIVE DATE AND DURATION OF MOU

- a) This MOU shall be effective from the date of its approval by competent authorities at both ends.
- b) The duration of the MOU shall be for a period of 5 years from the effective date.
- c) During its tenancy, the MOU may be extended or terminated by a prior notice of not less than six months by either party. However, termination of the MOU will not in any manner affect the interests of the students/faculty/scientists who have been admitted to pursue a programme under the MOU.
- d) Any clause or article of the MOU may be modified or amended by mutual agreement of G S Alloy Castings Limited and MIC.

ARTICLE-VI: IPR

Rights regarding publications, patents, royalty, ownership of software/design/product developed etc. under the scope of this MOU, shall be decided by the two parties by mutual consent.

ARTICLE-VII: CONFIDENTIALITY

During the tenure of the MOU both MIC and G S Alloy Castings Limited will maintain strict confidentiality and prevent disclosure of all the information and data exchanged under the scope of this MOU for any purpose other than in accordance with this MOU.

Both MIC and G S Alloy Castings Limited shall bind their respective personnel who come into possession or knowledge of any confidential information not to disclose the same to third parties without written approval of the disclosing party or use such confidential information for any use other than intended under this agreement or PROJECTS.


PRINCIPAL
DVR & Dr. HS MIC College of Technology
Kanchikacherla, N.T.R. Dt.
Andhra Pradesh, India - Pin: 521180

Further both MIC and G S Alloy Castings Limited shall put in place adequate and reasonable measures to keep and store confidential information secure so as to prevent any unauthorized use.

CONFIDENTIAL INFORMATION shall mean any proprietary information, data or facts belonging to PARTIES collectively or severally, disclosed by the disclosing party under this agreement or any subsequent agreement, whether in writing, verbal or electronically, irrespective of the medium in which such information is stored, which is marked confidential or with any other words having similar meaning by the disclosing party, or specifically agreed to be kept confidential by the parties, or declared or identified so by the disclosing party before such disclosure or during the discussions. However confidential information shall not include any data or information which:

- (a) is or becomes publicly available through no fault of the receiving party,
- (b) is already in the rightful possession of the receiving party prior to its receipt of such data or information;
- (c) is independently developed by the receiving party without reference to the confidential information of the disclosing party
- (d) is rightfully obtained by the receiving party from a third party or is in the public domain
- (e) is disclosed with the written consent of the party whose information it is, or
- (f) is disclosed pursuant to court order or other legal compulsion, after providing prior notice to the disclosing party.

ARTICLE-VIII : AMENDMENTS

Any amendment and/or addenda to the AGREEMENT shall be in writing and signed by the PARTIES hereto and shall only after such execution be deemed to form part of the AGREEMENT and have the effect of modifying the AGREEMENT to the extent required by such amendment or addenda.

ARTICLE-IX: MISCELLANEOUS

- a) The headings and sub-headings are inserted for convenience only and shall not affect the construction of this Agreement.
- b) Both MIC and G S Alloy Castings Limited shall not, during the term of this Agreement directly or indirectly, solicit or offer employment or engagement to any of the personnel of other party without the prior consent in writing of that other party.
- c) No failure to exercise and no delay in exercising, on the part of a Party, and right, remedy, power or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege. The rights, remedies, power and privileges herein


PRINCIPAL
JVR & Dr. HS. MIC College of Technology
Kanchikacherla, N.T.R. Dt.
Andhra Pradesh, India - Pin: 521180

provided are cumulative and not exclusive of any right, remedies, powers and privileges provided by law.

d) After this Agreement has been signed, all preceding understandings/negotiations and correspondence pertaining to it shall become null and void.

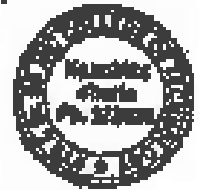
IN WITNESS WHEREOF PARTIES HERE TO HAVE ENTERED INTO THIS AGREEMENT EFFECTIVE AS ON THE DATE AND YEAR FIRST WRITTEN ABOVE.

Director



Director

DVR&Dr.HS MIC College of
Technology, Kanthikacharla



Witness

1
2

Witness

1 G. RAJESH
2 V. S. Sai

Date

Date 07/05/2015

Accepted on behalf of
for G. ALLOY CASTING LTD.
G. Prabhakar
Managing Director


PRINCIPAL
DVR & Dr. HS MIC College of Technology
Kanthikacharla, N.T.R. Dt.
Andhra Pradesh, India - Pin: 521180

MEMORANDUM OF UNDERSTANDING

BETWEEN

Devineni Venkata Ramana & Dr.Hilma Sekhar
MIC College of Technology
Kanchikacherla, Krishna District

AND

RKS Engineers.
Enikepadu, Vijayawada.

Dr. H. S. Sekhar
MIC College of Technology
Kanchikacherla, Krishna District


PRINCIPAL
DVR & Dr. HS MIC College of Technology
Kanchikacherla, N.T.R. Dt.
Kanchikacherla, Krishna District - 521101



ఆంధ్రప్రదేశ్ ఆంధ్ర ప్రదేశ్ ANDHRA PRADESH

Sl.No. 2337 Dt. 7/8/15 Rs. 100/-

To: D. Pandu Ranga Rao S/o Suryaprasada Rao, vijaya

From: D.V.R. & Dr. HS MIC College of Technology Kanchikacherla.

Sw. Hall BC 665490
 R. NAGAMALLESWARA RAO
 LICENSED STAMP VENDOR
 K.No. 06-18-00-6/2007
 R.No. 08-15-00-15-2013
 KANCHIKACHERLA VILLAGE
 Phone No. 08678-274962

PREAMBLE

Whereas, DVR & Dr. HS MIC College of Technology at its various engineering and sciences departments is charged with responsibility of training technical and scientific manpower in various front-line areas of importance for the Nation and is also contributing to the rapidly growing scientific and technological knowledge and professional excellence in Science & Technology by undertaking industrial & applied research and consultancy.

WHEREAS, RKS Engineers is engaged in Fabrication of Boiler coils, research, design and development and consultancy in the field of Fabrication and related fields.

WHEREAS, both MIC and RKS Engineers, now

- Recognizing the importance of research and development in the areas of fabrication, as well as imparting industrial training to the engineering/technology/sciences students, etc.
- Appreciating the need for creation of large reservoir of highly qualified manpower in all fields related to Fabrication.
- Desiring to club their efforts by pooling their expertise and resources,

For RKS ENGINEERS

[Signature]
 Mgr. Partner



[Signature]
 PRINCIPAL
 D.V.R. & Dr. HS MIC College of Technology
 Kanchikacherla, N.T.R. Dt.
 N. KRISHNA
 Director (Academic)
 D.V.R. & Dr. HS MIC College of Technology
 Kanchikacherla, Krishna District

INTEND to form a nucleus for promoting excellent quality manpower in the fields of engineering, technology and sciences with special emphasis on Fabrication Techniques and related fields etc.

NOW, THEREFORE, in consideration of the mutual promises made herein and of good and valuable consideration, the receipt and sufficiency of which both MIC and RKS Engineers hereby acknowledge, MIC and RKS Engineers hereby agree to sign a memorandum of understanding (MoU).

ARTICLE-I: SCOPE OF THE MOU

This MoU details the modalities and general conditions regarding collaboration between MIC and RKS Engineers for enhancing, within the country, the availability of highly qualified manpower in the areas of Fabrication without any prejudice to prevailing rules and regulations in MIC and RKS Engineers without any disregard to any mechanism evolved and approved by the competent authorities under Govt. of India in so far as such mechanism applies to MIC and RKS Engineers. The areas of cooperation can be extended through mutual consent.

ARTICLE-II: SCOPE AND TERMS OF INTERACTIONS

Both MIC and RKS Engineers shall encourage interactions between the Engineers, Scientists, Research fellows, faculty members and students of both the organizations through the following arrangements:

- a) Exchange of personnel through deputation as per the rules of the respective institute, for limited periods as mutually agreed upon;
- b) Organization of joint conferences and seminars;
-Practical training of MIC students at RKS Engineers
-Joint guidance of student projects/thesis in RKS Engineers
-And other areas of national interest at MIC by RKS Engineers on mutually agreeable terms.
- c) RKS Engineers would accommodate B.Tech students who have completed the 6th semester of their programme in such a number that deems convenient to it for the purpose of imparting industrial training.
- d) RKS Engineers may depute its personnel as visiting faculty at MIC to teach any of the regular Course or specialized topics.
- e) RKS Engineers may request MIC to design and teach a Course or Courses which it deems fit to enhance quality and performance of its employees. Such Courses maybe run at any mutually convenient premises.
- f) RKS Engineers may seek assistance/guidance of MIC faculty member/s in product/process modification, modernization, trouble shooting, etc.

For RKS ENGINEERS


S. J. Patil
Sg. Partner




PRINCIPAL
DVR & Dr. HS MIC College of Technology
Kanchikacherla, N.T.R. Dt.
Andhra Pradesh, India - Pin: 521180
N. KRISHNA
DIRECTOR (Academic)
General Venkata Ramana & Dr. J. S. Babbar
MIC College of Technology
Kanchikacherla, Krishna District

- a) RKS Engineers would allow the industrial visits of students for half/full day to provide them with an exposure to various equipment, instrument, etc.
- b) RKS Engineers may showcase its business activities at the seminar/workshop/conference, etc. at MIC.
- c) RKS Engineers may avail library, Internet, computational facilities at MIC.
- d) In any of the activities mentioned above, wherever financial aspects are involved, amount, payment conditions, etc. would be spelt out clearly before starting the activity.

ARTICLE-III: SHARING OF FACILITIES

- a) MIC and RKS Engineers shall make provisions to share their respective important R&D facilities in order to promote academic and research interaction in the areas of cooperation.
- b) MIC and RKS Engineers shall permit the sharing software and other materials and components developed in-house in the areas of cooperation, if permissible within the rules governing the two institutions. However, responsibility for safety of software and other materials during the exchange will rest on respective Head of academic department/section.
- c) MIC and RKS Engineers shall provide access to the library facilities to scientists, members of faculty and students as per the prevailing rules and norms in the respective institutes.

ARTICLE-IV: CO-ORDINATION OF THE PROGRAMME INCLUDING FINANCIAL ARRANGEMENTS

- a) The collaborative programme between MIC and RKS Engineers shall be coordinated by a coordination committee appointed by Directors of both the institutes.
- b) Financial arrangements for each specific collaboration will be decided on a case-to-case basis and brought on record in each case after due approval from heads of both the institutions.


ARTICLE-V: EFFECTIVE DATE AND DURATION OF MOU

- a) This MoU shall be effective from the date of its approval by competent authorities at both ends.
- b) The duration of the MoU shall be for a period of 5 years from the effective date.
- c) During its tenancy, the MoU may be extended or terminated by a prior notice of not less than six months by either party. However, termination of the MoU will not in any

For RKS

 RKS Partner




N. KRISHNA
 DIRECTOR (Academic)
 MIC College of Technology
 Kancharla, N.T.F. Dt.
 Krishna District, Andhra Pradesh, India - Pin: 521180

manner affect the interests of the students/faculty/scientists who have been admitted to pursue a programme under the MoU.

- d) Any clause or article of the MoU may be modified or amended by mutual agreement of RKS Engineers and MIC.

ARTICLE-VI: IPR

Rights regarding publications, patents, royalty, ownership of software/design/product developed etc. under the scope of this MoU, shall be decided by the two parties by mutual consent.

ARTICLE-VII: CONFIDENTIALITY

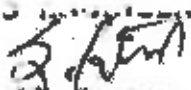
During the tenure of the MOU both MIC and RKS Engineers will maintain strict confidentiality and prevent disclosure of all the information and data exchanged under the scope of this MoU for any purpose other than in accordance with this MoU.

Both MIC and RKS Engineers shall bind their respective personnel who come into possession or knowledge of any confidential information not to disclose the same to third parties without written approval of the disclosing party or use such confidential information for any use other than intended under this agreement or PROJECTS.

Further both MIC and RKS Engineers shall put in place adequate and reasonable measures to keep and store confidential information secure so as to prevent any unauthorized use.

CONFIDENTIAL INFORMATION shall mean any proprietary information, data or facts belonging to PARTIES collectively or severally, disclosed by the disclosing party under this agreement or any subsequent agreement, whether in writing, verbal or electronically, irrespective of the medium in which such information is stored, which is marked confidential or with any other words having similar meaning by the disclosing party, or specifically agreed to be kept confidential by the parties, or declared or identified so by the disclosing party before such disclosure or during the discussions. However confidential information shall not include any data or information which;

- (a) is or becomes publicly available through no fault of the receiving party,
- (b) is already in the rightful possession of the receiving party prior to its receipt of such data or information;
- (c) is independently developed by the receiving party without reference to the confidential information of the disclosing party
- (d) is rightfully obtained by the receiving party from a third party or is in the public domain
- (e) is disclosed with the written consent of the party whose information it is, or
- (f) is disclosed pursuant to court order or other legal compulsion, after providing prior notice to the disclosing party.

For RKS

Asst. Partner




PRINCIPAL
DVR & Dr. HS MIC College of Technology
Kancharikacharla, N.T.E. Vt.
Andhra Pradesh, India.
N. KRISHNA
DIRECTOR (Academic)
Devised Venkata Ramana & Dr. Hamsabhar
MIC College of Technology
Kancharikacharla, Krishna District

ARTICLE-VIII : AMENDMENTS

Any amendment and/or addenda to the AGREEMENT shall be in writing and signed by the PARTIES hereto and shall only after such execution be deemed to form part of the AGREEMENT and have the effect of modifying the AGREEMENT to the extent required by such amendment or addenda.

ARTICLE-IX: MISCELLANEOUS

- a) The headings and sub-headings are inserted for convenience only and shall not affect the construction of this Agreement.
- b) Both MIC and RKS Engineers shall not, during the term of this Agreement directly or indirectly, solicit or offer employment or engagement to any of the personnel of other party without the prior consent in writing of that other party.
- c) No failure to exercise and no delay in exercising, on the part of a Party, and right, remedy, power or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege. The rights, remedies, power and privileges herein provided are cumulative and not exclusive of any right, remedies, powers and privileges provided by law.
- d) After this Agreement has been signed, all preceding understandings/negotiations and correspondence pertaining to it shall become null and void.

IN WITNESS WHEREOF PARTIES HERE TO HAVE ENTERED INTO THIS AGREEMENT EFFECTIVE AS ON THE DATE AND YEAR FIRST WRITTEN ABOVE.

Director
For RKS ENGINEERS
[Signature]
Mg. Partner



[Signature]
D. KRISHNA
DIRECTOR (Academic)
DVR & Dr. HS MIC College of
Technology
Kanchikacherla, Krishna District

1
2
Witness

1
2
Witness
G. RAJESH

V.S. Sai

Date

Date

[Signature]
PRINCIPAL
DVR & Dr. HS MIC College of Technology
Kanchikacherla, N.T.R. Dt.
Andhra Pradesh, India - Pin: 521120

This COLLABORATION AGREEMENT, together with its annexures ("Agreement") is made and executed at Hyderabad on this the 9th day of June 2014 ("Effective Date") between:

- (1) Indian School of Business, a not-for-profit company registered under Section 25 of the (Indian) Companies Act 1956, and having its registered office at Indian School of Business, Gachibowli, Hyderabad - 500032 represented herein by its authorised signatory, Deputy Dean, Mrs Savitha Mahajan (hereinafter referred to as the "ISB", which expression shall, unless it be repugnant to the context or meaning thereof be deemed to mean and include their successors and assigns) of the First Part;

AND

- (2) Andhra Pradesh Society for Knowledge Networks, a society registered under the (Indian) Societies Registration Act 1860, set up by the Department of Information & Communication (IT&C), Government of Andhra Pradesh, having its registered office at Uptown Cyberabad Building, Ayyappa Society, Madhapur, Hyderabad -500081, represented herein by CEO, Anamath Reddy Atmakuri (hereinafter referred to as "APSPKNW" which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include their successors and assigns) of the Second Part;

AND

- (3) Devineni Venkata Ramana & Dr.HimaSekhar MIC College of Technology, Krishna District, an educational institute registered under Devineni Ramana Prandha Memorial Trust and having its registered office at Devineni Venkata Ramana & Dr.HimaSekhar MIC College of Technology, Kanchikacherla, Krishna Dist - 521180, Andhra Pradesh, India, represented herein by its authorized representative, Dr.K Balu Koteswara Rao, Principal (hereinafter referred to as "College" which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include their successors and assigns) of the Third Part.

ISB, APSPKNW and College are hereinafter individually referred to as "Party", and collectively as "Parties".

WHEREAS

- (A) ISB is an educational institution that is engaged in imparting post-graduate and doctoral education in business management and conducting contemporary research in management and allied subjects;
- (B) APSPKNW was established by the Department of Information & Communication (IT&C), Government of Andhra Pradesh, to offer quality human resources and services to the "Information Technology" industry and the Government of Andhra Pradesh, and in the process, to bridge the gap between the Government of Andhra Pradesh, technology educational institutes and the "Information Technology" industry;
- (C) APSPKNW and ISB entered into a Memorandum of Understanding dated March 11, 2013 ("MOU") in connection with collaboration on a project to foster entrepreneurship education in technology institutes through the "Technology Entrepreneurship Program" initiative ("TEP Initiative"). The main aim of TEP Initiative is to develop and deliver courses online to enhance engineering education of students in engineering colleges / universities in the state of Andhra Pradesh through engineering innovation and entrepreneurship education. In accordance with the terms of the MOU, ISB will launch the courses at various engineering colleges / universities in the state of Andhra Pradesh under the TEP Initiative, with the support of the APSPKNW, in the manner as set out in the Framework



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Andhra Pradesh, India - Pin: 521180

(defined below) ("Program"). ISB shall deliver the Program online through the platform Learning Management System ("LMS"), which the students of the Program can access through the Internet.

- (D) College is an engineering college which is engaged in providing quality engineering education. College is desirous of participating in the TEP Initiative and has enrolled in the TEP Initiative in order to provide the Program to its students. College has represented to the other Parties that it has the skill and experience to develop and perform obligations as set out hereunder in connection with the Program, as per the terms of this Agreement (including the Annexures).
- (E) ISB has thus provided to College the program content and curriculum which sets out the broad framework of the TEP Initiative and the roles and responsibilities of the Parties in relation to the Program to be conducted on the campus of College for its students ("Framework", annexed herewith as Annex A).
- (F) The Parties hereby agree to perform their obligations, roles and responsibilities in this regard in accordance with the terms set out hereunder.

NOW, THEREFORE, for good and valuable consideration, the sufficiency of which the parties acknowledge and confirm, the Parties agree as follows:

1. BASIC UNDERSTANDING

- 1.1 The Parties agree that they shall work together towards conducting the Program on the campus of College, in accordance with the terms and conditions set out in this Agreement and in accordance with the objectives, obligations, roles and responsibilities of the Parties as set out in the Framework.
- 1.2 The Parties agree and acknowledge that the Framework sets out inter alia only the broad framework of the objectives, obligations, roles and responsibilities of the Parties in relation to the Program / TEP Initiative, and that the Parties may discuss and mutually agree in writing on any additional obligations or specific obligations in relation to the same as and when necessary, which shall be in accordance with this Agreement and the Framework and shall form a part hereof.
- 1.3 This Agreement incorporates by this reference the representations, certifications, statements of authority, obligations and any other statements of the Parties as set forth in the Framework with the same force and effect as if repeated herein.

2. OBLIGATIONS OF COLLEGE

- 2.1 College shall be primarily responsible for (i) administering the Program on its campus for its students, (ii) assisting ISB in delivering the Program, (iii) ensuring the students' performance and delivery of the tasks which form part of the Program, (iv) providing the necessary support and infrastructure as may be needed on its campus for the Program, and (v) perform all the functions necessary for the above as more clearly set out in the Framework. College's functions shall include the following:
 - (a) College shall nominate and designate one authorized representative to act as the Administrator for the Program, and inform the same to ISB in writing. College's Administrator shall be the single point of contact for the other Parties in connection with the TEP Initiative and shall work closely with ISB for conducting the Program.
 - (b) College shall assist ISB in evaluating applications from students for the Program, including conducting thorough due diligence of students.
 - (c) Upon receiving the list of Shortlisted Students (as defined below) from ISB, College shall undertake the necessary steps to admit students to the Program from such Shortlisted

... forward, maintain record of the same, and deposit the collected Program Fees directly to the APSFCNW. It is clarified that ISB shall not have any responsibility in connection with the Program Fees or its collection, and ISB shall not have any liability in this regard.

- (d) College shall provide the necessary infrastructure (i) to enable the students to access the content for the Program through the LMS platform and (ii) to perform the tasks under the Program, as more clearly set out in the Framework, which shall include but not be limited to access to the Internet, engineering labs, equipment necessary for the tasks, etc.
- (e) College shall provide to ISB requested data and information for program evolution as and when needed by ISB.
- (f) College shall ensure that students undertake lab activities as may be necessary for the curriculum forming part of the Program and shall ensure that necessary infrastructure is set up and provided to the students for the same.
- (g) College shall ensure that (i) its faculty ("College Faculty") shall mentor the students during the Program and (ii) there is active participation from College Faculty and the students in the formation of inter-disciplinary teams based on the students' strengths and competencies as required under the Program.
- (h) College shall work with ISB and the ISB Faculty in selecting and evaluating Challenges (as defined below) for the students of the Program, and shall mentor and guide the students during the execution and performance of the Challenges.
- (i) If ISB conducts any workshops for College Faculty or students as a part of the Program, the College shall provide travel and logistics support for the College Faculty, students, facilitators of the Workshop and TAs (as defined below) for course support, as may be required, at its own costs.

3. OBLIGATIONS OF ISB

3.1 Subject to the understanding set out in Clause 1 above, ISB shall be primarily responsible for designing and developing the Program and for performing all the functions necessary for the same as more clearly set out in Framework. ISB's functions shall include the following:

- (a) ISB shall be responsible for designing and developing the Program with inputs from the College Faculty if needed at ISB's discretion.
- (b) ISB shall appoint faculty for the Program ("ISB Faculty") who will deliver the content for the modules forming part of the Program and will also train Teaching Assistants ("TAs") from ISB to assist students with the Program.
- (c) ISB shall evaluate the information in connection with applications from students for the Program, with assistance from the College, and shall approve a list of students who may be admitted to the Program ("Shortlisted Students"). ISB shall intimate College and the APSFCNW of the list of Shortlisted Students.
- (d) ISB shall, with the help of College if needed, create, design and evaluate projects in the form of "challenges" for the students as per the curriculum of the Program as set out in the Framework ("Challenges").

- (c) IEB will provide a "Certification of Completion" at the end of Year 1 and Year 2 of the Program to students who have successfully completed the same as more clearly set out in the Framework.

4. OBLIGATIONS OF APSPKRW

- 4.1 APSPKRW shall be responsible for the following aspects of the Program:
- (a) APSPKRW shall inform the College the amount of fees to be collected from each student from the Program ("Program Fees").
 - (b) APSPKRW shall co-ordinate with College for (i) College to collect the Program Fees from students and (ii) College to pay to APSPKRW such collected Program Fees.

5. NO WARRANTY

- 5.1 The Parties agree to carry out the Program in accordance with appropriate scientific and professional standards but neither APSPKRW nor IEB warrants success in achieving any desired result. APSPKRW and/or IEB give any warranty, express or implied, on the results or intended results of the TEP Initiative / Program.

6. TERM, TERMINATION AND CONSEQUENCES

- 6.1 This Agreement shall be valid for a period of four (4) years from the Effective Date ("Term").
- 6.2 Each Party shall have the right to terminate this Agreement by issuing sixty (60) days' advance written notice to the other Parties, provided however that:
- (a) None of the Parties shall have the right to cease performing the obligations towards the Program under this Agreement during the term of any academic year of the Program. However, a Party may issue a notice to cease performing its obligations towards the Program under this Agreement prior to the expiry of the term of this Agreement, provided that the obligations towards the Program under this Agreement shall continue until completion of the academic year during which such notice ("Termination Notice during Academic Year") was issued. The Parties hereby confirm and undertake that the Parties shall continue to perform their respective obligations under this Agreement until the completion of such academic year during which the Termination Notice during Academic Year was given. If any Party issues a Termination Notice during Academic Year, and in such an event if College fails to perform its obligations under this Agreement or is in breach of the Agreement during the course of such academic year as stated above, as a result of which either will (i) the Program or any part thereof cannot be conducted or completed in the manner contemplated herein or (ii) the certificate of completion cannot be issued to the students in the manner contemplated herein or (iii) the Program in any manner affected such that the Parties cannot perform their obligations under this Agreement, College shall be solely responsible for all consequences of the same, and shall hold harmless and fully compensate (including reasonable attorney fees) arising from any third party claims, claims from students, loss of IEB's or APSPKRW's reputation, etc.
- 6.3 IEB shall have the sole right, at its option, to forthwith terminate this Agreement with immediate effect by issuing a written notice to the other Parties, on the happening of any of the following events:

- (a) If College breaches any of the terms, conditions, covenants, representation, warranties or obligations under this Agreement;

PRINCIPAL

DVR & Dr. HS MIC College of Technology
Kanchikacherla, N.T.R. Dt.
Andhra Pradesh, India - Pin: 521160

- (c) If College suffers a Force Majeure Event (as defined below);
- (d) If College or any of its authorized representatives, is convicted of a felony, a crime involving moral turpitude, or any crime or offense reasonably likely, in the sole opinion of ISB, to materially and unfavorably affect the goodwill and reputation of ISB / the TEP Initiative / Program;
- (e) If College becomes insolvent or is adjudicated as bankrupt or any action is taken by any party against College under applicable insolvency or bankruptcy laws; or
- (f) If College fails to fully correct or diligently remedy any notice or summons issued by any governmental or statutory authority regarding any matter involving compliance with applicable law.

6.4 In the event either Party commits any breach of any term, obligation, representation or performance under this Agreement, and the Party does not cure or rectify the breach within thirty (30) days of receipt of notice from any or both of the other Parties specifying the nature of the breach, the other Party/Parties shall have the right to terminate the Agreement forthwith.

6.5 Upon expiry of the term of this Agreement or the early termination of this Agreement, each Party shall in its sole discretion, require the other Parties to return or destroy all materials and information provided by the Party to other Parties under this Agreement and the other Parties shall comply with the same immediately to the satisfaction of the Party.

7. INTELLECTUAL PROPERTY RIGHTS

7.1 All the work / deliverables under this Agreement, whether developed, designed, created, devised, researched, analyzed or otherwise prepared, performed or made by ISB or by College or jointly by ISB and College, including but not limited to the design and content of the Program, design/project plan, method(s) of implementation, curriculum, databases, academic / course material or products, technical information, samples, strategies, know-how, research findings / output, case studies, content forming part thereof, methodologies, data, analysis, results, reports, spreadsheets, designs, etc., whether literary, audio or video or otherwise, whether available on digital media or otherwise ("Deliverables"), shall be owned absolutely and exclusively by ISB, including all proprietary and intellectual property rights therein, in perpetuity and for the territory of the entire world, with absolute and exclusive rights to use, exploit and modify the same in any manner it deems fit. ISB shall have and retain the right to make any changes to the Deliverables as may be necessary for effective execution of TEP Initiative / Program. ISB shall be fully entitled to publish the Deliverables and use and exploit the same for any purposes, whether commercial or not, including for academic purposes, publication of research papers, developing case studies, dissemination of knowledge through media or other public forum, use in class room teaching or provide the details to academia for use in the research, etc. Nothing herein shall be construed to mean that College shall or may have a claim over any rights including any intellectual property rights of / over the Deliverables in any manner.

7.2 It is clarified and confirmed by the Parties that on expiry or earlier termination of the Term of this Agreement, ISB shall have and retain *inter alia* all the intellectual property rights to use, exploit and make changes to the Deliverables on an ongoing basis for the TEP Initiative.

7.3 College acknowledges and confirms that it does not have any intellectual property rights over the Deliverables or in connection with the Program or TEP Initiative.

- 7.4 Nothing in this Agreement shall be construed to imply any assignment or transfer of any copyrights or any other intellectual property rights of one Party to the other Party under any circumstances. No rights or licenses to trademarks, inventions, copyrights, or patents are implied or granted under this Agreement to any Party.

8. CONFIDENTIALITY

- 8.1 Each Party shall regard and preserve as confidential during the Term of this Agreement and anytime thereafter the Deliverables, the contents of this Agreement, the discussions between the Parties pertaining to the Agreement, the information related to the business of the other Party that it receives as a result of this Agreement and any information, materials or academic work provided by one Party to the other Party ("Confidential Information"). Confidential Information shall not be disclosed by either Party without the express prior written approval of the other Party to any person other than the Party's advisors for the purposes of assisting such Party in connection with the Agreement (provided that the Party shall procure that such advisors shall be under an equivalent confidentiality and non-disclosure obligation as set out in this Agreement).
- 8.2 Each Party shall employ a high degree of care to avoid disclosure of Confidential Information or unauthorized use of the Confidential Information in the same manner as it provides to protect its own Confidential Information. It is agreed that access to all Confidential Information shall be limited to only such employees or agents who need to know such information for purposes of fulfilling obligations required by this Agreement.
- 8.3 Each Party agrees to use the Confidential Information only for the purposes of fulfilling its obligations under this Agreement. It is clarified that College shall not share the Deliverables or any information in connection with the Program with students, faculty, employees, agents, officers, etc., whether internally or externally, or with any third party in any manner whatsoever, whether for profit or otherwise, other than with students of the Program, College Faculty and the TAs ("Authorized College Recipients").
- 8.4 College shall execute a confidentiality and non-disclosure agreement in the form provided by ISB ("NDA", the format of which is annexed herewith as Annex B) with each of the Authorized College Recipients to ensure that each Authorized College Recipient shall comply with and be bound by the confidentiality and non-disclosure obligations set out herein. College shall submit to ISB copies of such executed NDAs. In the event that College breaches its obligations hereunder or discloses any Confidential Information or any portion of the Deliverables to any person other than Authorized College Recipients, or if any of the Authorized College Recipients discloses the same to any third party, then College shall be liable to compensate ISB for the loss / damage caused or may be caused as a result of the same, whether or not actual loss / damage is proved to have been caused, by paying an amount of Rs.25,00,000 (Rupees Twenty Five Lakhs Only) to ISB or the amount determined by a competent court as payable for such breach, whichever is higher.
- 8.5 The obligation to keep confidential shall however not apply to information which (i) was in recipient's possession before receipt from discloser; (ii) is or becomes a matter of public knowledge through no fault of recipient; (iii) is rightfully received by recipient from a third party without a duty of confidentiality; (iv) is disclosed by discloser to a third party without a duty of confidentiality on the third party; (v) is made subject to an order by judicial or administrative process requiring recipient to disclose any or all of the information, provided recipient shall promptly notify discloser allowing same reasonable time to oppose such process, before disclosure occurs; or (vi) is disclosed by recipient with discloser's express prior written approval.

9. FORCE MAJEURE

- 9.1 "Force Majeure Event" shall mean any event or circumstances or combination of events or circumstances set out below, but only if and to the extent that such event or circumstances affect

under or delay in whole or in part the performance by either Party of its obligations under this Agreement; and (iii) which either of the Parties could not have prevented by the exercise of reasonable skill and care, including: (a) earthquakes, floods, inundation, landslides, storms, tempests, hurricanes, cyclones, lightning, thunder or other extreme atmospheric disturbances; (b) fires caused by reasons not attributable to either Party; (c) acts of terrorism; (d) industry wide or state wide strikes, labour disruptions or any other industrial disturbances, other than those involving either Party and/or their personnel or those arising on account of the acts or omissions attributable to of any of them; or (e) war, hostilities (whether declared or not), invasion, act of foreign enemy, rebellion, riots, weapons control or military actions, civil war, including nuclear, contamination by radioactivity from nuclear fuel, any nuclear waste, radioactive toxic explosion, volcanic eruptions.

- 9.2 Upon the occurrence of a Force Majeure Event, either Party shall use all reasonable endeavours to alleviate the effect of such Force Majeure Event and perform their obligations to the maximum extent possible during the continuance of such Force Majeure Event.
- 9.3 If the Force Majeure Event continues for a duration exceeding fifteen (15) days, the Parties shall meet to discuss and agree upon measures to remove or mitigate its effects.

10. INDEMNITY

- 10.1 College shall indemnify and hold harmless ISE, its directors, members, officers, representatives, faculty members, staff, employees, contractors and/or affiliated companies against all actions, third party claims, demands, damages, losses and expenses that may arise from or that it may suffer on account of the willful breach or any negligent act amounting to breach of any representations, warranties, obligations, terms or conditions by College under this Agreement.

11. GOVERNING LAW

- 11.1 This Agreement shall be governed by and construed in accordance with the laws of India. The courts at Hyderabad, Andhra Pradesh, India shall have exclusive jurisdiction to entertain any dispute between the Parties arising from or in connection with this Agreement.

12. DISPUTE RESOLUTION

- 12.1 The Parties shall amicably resolve any dispute or difference arising between the Parties out of or in connection with or incidental to this Agreement, failing which such dispute or difference shall be referred to binding arbitration by a sole arbitrator in accordance with the Arbitration and Conciliation Act, 1996. The place of arbitration shall be Hyderabad, India. The arbitration proceedings shall be in the English language.

13. NOTICES

- 13.1 Except as may be otherwise provided herein, all notices, requests, waivers and other communications ("Notices") made pursuant to this Agreement shall be in writing and signed by or on behalf of the Party providing such Notice. Notices may be served to the Parties via facsimile to the numbers set forth below or through delivery by hand, mail or courier to the addresses set forth below. In each case the Notice shall be marked for the attention of the representative of the Party set forth below.

Handwritten signature

51

Handwritten signature
PRINCIPAL
JVR & Dr. HS MIC College of Technology,
Kanchikacherla, N.T.R. Dt.
Andhra Pradesh, India - Pin: 521100

The initial address and facsimile for the Parties for the purposes of the Agreement are:

If to College,

Name : Devinent Venkata Ramana & Dr.HimaSekhar MIC College of
Technology
Address : Kanchikacherla, Near Vijayawada, Krishna Dist
Fax : 08678273569
Telephone : 08678273535
Attention : Dr.K.B.K.Rao

If to ISB,

Name : Savita Mahejan
Address : Gachibowli, Hyderabad - 500032
Fax :
Telephone :
Attention :

If to APSFKNW,

Name :
Address :
Fax :
Telephone :
Attention :

14. REPRESENTATIONS AND WARRANTIES

14.1 Each Party represents and warrants that it:

- (a) is validly incorporated and duly authorised to enter into this Agreement;
- (b) has full capacity, power and authority to enter into this Agreement and to fully perform its obligations hereunder, and is not prohibited in any way from entering into this Agreement or performing its obligations hereunder;
- (c) shall not act in any manner which conflicts or interferes with its obligations hereunder and that no agreement previously entered into by the Party will interfere with such Party's performance of its obligations under this Agreement; and
- (d) shall perform their respective obligations hereunder in compliance with any applicable laws, rules and/or regulations.

15. MISCELLANEOUS

15.1 Publicity.

All press statements and other publicity material proposed to be given by APSFKNW or College referring to this Agreement or any materials, ideas or data/information developed under this Agreement shall be first reviewed and confirmed in writing by ISB before release.

15.2 Non-exclusivity.

ISB shall be entitled to enter into similar memoranda of understanding with any third party.


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shall be deemed to be a part of the Agreement and shall be deemed to be incorporated into the Agreement.




- 15.4 **Capital and Headings.**
All capital and headings are inserted only for convenience and none of reference shall be to be considered in the construction or interpretation of any provisions of this Agreement. Any capitalised term or capital used and not defined herein, but defined or described in the Framework, shall have the meaning ascribed to it in the Framework.
- 15.5 **Complete Agreement.**
This Agreement contains the entire agreement / memorandum of understanding between the Parties as to the subject matter hereof and shall supersede and take the place of any and all previous communications, negotiations and understandings, whether in writing or oral, between the Parties with respect to the subject matter hereof.
- 15.6 **Counterparts.**
This Agreement may be executed in any number of counterparts. All counterparts will be taken to constitute one instrument.
- 15.7 **No waiver.**
It is understood and agreed that no failure or delay by a Party in exercising any right, power or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise thereof preclude any other or future exercise thereof or the exercise of any other right, power or privilege hereunder.
- 15.8 **Severability.**
If any term, provision, covenant or restriction of this Agreement is held to be invalid, illegal or unenforceable, such invalidity, illegality or unenforceability shall not affect the remainder of the terms, provisions, covenants and restrictions of this Agreement, which shall remain in full force and effect and shall in no way be affected, impaired or invalidated.
- 15.9 **Amendments.**
Any and all amendments, additions or deletions to this Agreement shall be null and void unless agreed to in writing by the Parties.
- 15.10 **Independent parties to Agreement.**
Nothing stated in this Agreement shall be construed to create a joint venture, partnership, agency or employer-employee relation between the Parties including any of their officers, agents, employees, representatives, faculty members, etc., and neither Party is authorized to contract any business or undertake any agreement, contract, representation or warranty in the name of or on behalf of the other Party under any circumstances. The Parties agree and undertake that they are working independently on a principal-to-principal basis.
- 15.11 **Further Assurances.**
Subject to the terms and conditions herein provided, each Party agrees to use its best efforts to take, or cause to be taken, all actions, and to do, or cause to be done, all things necessary, proper or advisable under applicable laws and regulations to consummate and make effective (and shall do nothing, directly or indirectly, to obstruct, hinder or delay) this Agreement. If at any time any further action is necessary or desirable for the purposes of this Agreement, the Parties shall take or cause to

be taken all such necessary action, including, without limitation, the execution and delivery of such further instruments and documents as may be reasonably requested by the other Party.

15.12 Binding Effect of the Agreement.


The Parties hereby agree that this Agreement shall constitute the legal, valid and binding obligation of each Party.

In witness whereof, both the Parties have signed these presents on the day and year written above in the presence of the following named witnesses.

<p>For and on behalf of Indian School of Business:</p>  <input type="checkbox"/> Authorized representative	<p>For and on behalf of the Devaneni Venkata Ramana & Dr. Elima Sathar MIC College of Technology, Krishna District:</p>  <input type="checkbox"/> Authorized representative
<p>For and on behalf of Andhra Pradesh Society for Knowledge Network:</p>  <input type="checkbox"/> Authorized representative	<p>Witnesses:</p> <p>1.</p> <p>2.</p>

Enclosed:

- 1. Annexure A: Framework
- 2. Annexure B: Format of Non-Disclosure Agreement


PRINCIPAL
DVR & Dr. HS MIC College of Technology,
Kanchikacherla, N.T.R. Dt.
Andhra Pradesh, India - Pin: 521188

MEMORANDUM OF UNDERSTANDING

BETWEEN

Devineni Venkata Ramana & Dr. Hima Sekhar
MIC College of Technology
Kanchikacherla, Krishna District

AND

Krishna Engineering Works
Enikepadu, Vijayawada.

Date of issue
07/05/2014


PRINCIPAL
DVR & Dr. HS MIC College of Technology
Kanchikacherla, N.T.R. Di.
Andhra Pradesh, India - Pin: 521180

PREAMBLE

Whereas, DVR & Dr. HS MIC College of Technology at its various engineering and sciences departments is charged with responsibility of training technical and scientific manpower in various front-line areas of importance for the Nation and is also contributing to the rapidly growing scientific and technological knowledge and professional excellence in Science & Technology by undertaking industrial & applied research and consultancy.

WHEREAS, Krishna Engineering Works is engaged in manufacturing of Steel Castings, research, design and development and consultancy in the field of METAL CASTING and related fields.

WHEREAS, both MIC and Krishna Engineering Works, now

- Recognizing the importance of research and development in the areas METAL CASTING AND MACHINING, as well as imparting industrial training to the engineering/technology/sciences students, etc.
- Appreciating the need for creation of large reservoir of highly qualified manpower in all fields related to CASTING AND MACHINING.
- Desiring to club their efforts by pooling their expertise and resources,

INTEND to form a nucleus for promoting excellent quality manpower in the fields of engineering, technology and sciences with special emphasis on METAL CASTING and related fields etc.

NOW, THEREFORE, in consideration of the mutual promises made herein and of good and valuable consideration, the receipt and sufficiency of which both MIC and Krishna Engineering Works hereby acknowledge, MIC and Krishna Engineering Works hereby agree to sign a memorandum of understanding (MOU).

ARTICLE-1: SCOPE OF THE MOU

This MOU details the modalities and general conditions regarding collaboration between MIC and Krishna Engineering Works for enhancing, within the country, the availability of highly qualified manpower in the areas of METAL CASTING AND MACHINING without any prejudice to prevailing rules and regulations in MIC and Krishna Engineering Works without any disregard to any mechanism evolved and approved by the competent authorities under Govt. of India in so far as such mechanism applies to MIC and Krishna Engineering Works. The areas of cooperation can be extended through mutual consent.


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ARTICLE-III: SCOPE AND TERMS OF INTERACTIONS

Both MIC and Kristna Engineering Works shall encourage interactions between the Engineers, Scientists, Research fellows, faculty members and students of both the organizations through the following arrangements:

- a) Exchange of personnel through deputation as per the rules of the respective institute, for limited periods as mutually agreed upon;
- b) Organization of joint conferences and seminars;
-Practical training of MIC students at Kristna Engineering Works
-Joint guidance of student projects/thesis in Kristna Engineering Works
-And other areas of mutual interest at MIC by Kristna Engineering Works on mutually agreeable terms.
- c) Kristna Engineering Works would accommodate B.Tech students who have completed the 5th semester of their programme in such a number that deems convenient to it for the purpose of imparting industrial training.
- d) Kristna Engineering Works may depute its personnel as visiting faculty at MIC to teach any of the regular Courses or specialized topics.
- e) Kristna Engineering Works may request MIC to design and teach a Course or Courses which it deems fit to enhance quality and performance of its employees. Such Courses may be run at any mutually convenient premises.
- f) Kristna Engineering Works may seek assistance/guidance of MIC faculty members in product/process modification, modernization, trouble shooting, etc.
- g) Kristna Engineering Works would allow the industrial visits of students for half/day to provide them with an exposure to various equipment, instrument, etc.
- h) Kristna Engineering Works may showcase its business activities at the seminars/workshops/conferences, etc. at MIC.
- i) Kristna Engineering Works may avail library, Internet, computational facilities at MIC.
- j) In any of the activities mentioned above, wherever financial aspects are involved, amount, payment conditions, etc. would be spelt out clearly before starting the activity.


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ARTICLE-III: SHARING OF FACILITIES

- a) MIC and Kristna Engineering Works shall make provisions to share their respective important R&D facilities in order to promote academic and research interaction in the areas of cooperation.
- b) MIC and Kristna Engineering Works shall permit the sharing software and other materials and components developed in-house in the areas of cooperation, if permissible within the rules governing the two institutions. However, responsibility for safety of software and other materials during the exchange will rest on respective Head of academic department/section.
- c) MIC and Kristna Engineering Works shall provide access to the library facilities to scientists, members of faculty and students as per the prevailing rules and norms in the respective institutes.

ARTICLE-IV: CO-ORDINATION OF THE PROGRAMME INCLUDING FINANCIAL ARRANGEMENTS

- a) The collaborative programme between MIC and Kristna Engineering Works shall be coordinated by a coordination committee appointed by Directors of both the institutes.
- b) Financial arrangements for each specific collaboration will be decided on a case-to-case basis and brought on record in each case after due approval from heads of both the institutions.

ARTICLE-V: EFFECTIVE DATE AND DURATION OF MOU

- a) This MOU shall be effective from the date of its approval by competent authorities at both ends.
- b) The duration of the MOU shall be for a period of 5 years from the effective date.
- c) During its tenancy, the MOU may be extended or terminated by a prior notice of not less than six months by either party. However, termination of the MOU will not in any manner affect the interests of the students/faculty/scientists who have been admitted to pursue a programme under the MOU.
- d) Any clause or article of the MOU may be modified or amended by mutual agreement of Kristna Engineering Works and MIC.


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ARTICLE-VI IPR

Rights regarding publications, patents, royalty, ownership of software/design/product developed etc. under the scope of this MOU, shall be decided by the two parties by mutual consent.

ARTICLE-VII CONFIDENTIALITY


During the tenure of the MOU both MFC and Krishna Engineering Works will maintain strict confidentiality and prevent disclosure of all the information and data exchanged under the scope of this MOU for any purpose other than in accordance with this MOU.

Both MFC and Krishna Engineering Works shall bind their respective personnel who come into possession or knowledge of any confidential information not to disclose the same to third parties without written approval of the disclosing party or use such confidential information for any use other than intended under this agreement or PROJECTS.

Further both MFC and Krishna Engineering Works shall put in place adequate and reasonable measures to keep and store confidential information secure so as to prevent any unauthorized use.

CONFIDENTIAL INFORMATION shall mean any proprietary information, data or facts belonging to PARTIES collectively or severally, disclosed by the disclosing party under this agreement or any subsequent agreement, whether in writing, verbal or electronically, irrespective of the medium in which such information is stored, which is marked confidential or with any other words having similar meaning by the disclosing party, or specifically agreed to be kept confidential by the parties, or declared or identified as by the disclosing party before such disclosure or during the discussions. However confidential information shall not include any data or information which:

- (a) is or becomes publicly available through no fault of the receiving party,
- (b) is already in the rightful possession of the receiving party prior to its receipt of such data or information;
- (c) is independently developed by the receiving party without reference to the confidential information of the disclosing party
- (d) is rightfully obtained by the receiving party from a third party or is in the public domain
- (e) is disclosed with the written consent of the party whose information it is, or
- (f) is disclosed pursuant to court order or other legal compulsion, after providing prior notice to the disclosing party.


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ARTICLE-VIII : AMENDMENTS

Any amendment and/or addenda to the AGREEMENT shall be in writing and signed by the PARTIES hereto and shall only after such execution be deemed to form part of the AGREEMENT and have the effect of modifying the AGREEMENT to the extent required by such amendments or addenda.

ARTICLE-IX: MISCELLANEOUS

- a) The headings and sub-headings are inserted for convenience only and shall not affect the construction of this Agreement.
- b) Both MIC and Krishna Engineering Works shall not, during the term of this Agreement directly or indirectly, solicit or offer employment or engagement to any of the personnel of other party without the prior consent in writing of that other party.
- c) No failure to exercise and no delay in exercising, on the part of a Party, and right, remedy, power or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege. The rights, remedies, power and privileges herein provided are cumulative and not exclusive of any right, remedies, powers and privileges provided by law.
- d) After this Agreement has been signed, all preceding understandings/negotiations and correspondence pertaining to it shall become null and void.

IN WITNESS WHEREOF PARTIES HERE TO HAVE ENTERED INTO THIS AGREEMENT EFFECTIVE AS ON THE DATE AND YEAR FIRST WRITTEN ABOVE.

Director



For KRISHNA ENGINEERING WORKS

[Handwritten signature]

Witness

- 1
- 2

Date *07/12/2014*

[Handwritten signature]

Director

JVR & Dr. HS MIC College of Technology, Kanachikacherla

Witness

- 1 G. RAJESH
- 2 V.S. Raj

Date

[Handwritten signature]
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