



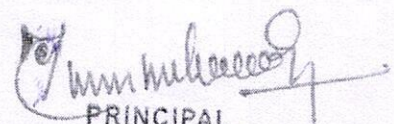
ఆంధ్ర ప్రదేశ్ రాష్ట్రం ANDHRA PRADESH  
Serial No: 7124 Denomination: 100 Date: 30-11-2017  
Purchased By: K.ASHOK For: SRK FOUNDATION  
S/O.K.RAMADAS ENIKEPADU  
VIJAYAWADA Stamp S. no: B7 259402  
Sub Registrar Ex. Office Stamp Vendor  
SRO Patamata

AGREEMENT BETWEEN  
ANDHRA PRADESH STATE SKILL DEVELOPMENT CORPORATION  
VIJAYAWADA  
AND  
SRK Institute of Technology, Krishna, Eluru Road, NH 5, Opposite Pratap Industries,  
Enikepadu, Vijayawada,  
Andhra Pradesh 521108

The Agreement is executed on this 4<sup>th</sup> day of April 2018 (Effective Date) by and between, Andhra Pradesh State Skill Development Corporation having its office at 2<sup>nd</sup> Floor, NTR Administrative Block, PN Bus Station, Vijayawada - 520 013 hereinafter called the "APSSDC" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successors and assigns) represented by the MD&CEO of the first part; And SRK Institute of Technology having its office at Eluru Road, NH 5, Opposite Pratap Industries, Enikepadu, Vijayawada, Andhra Pradesh 521108, Krishnare hereinafter called "SRKI" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successors and assigns) represented by the *PRINCIPAL* of the second part;

APSSDC and SRK Institute of Technology shall herein after be collectively referred to as Parties and individually as first/second Party.

  
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## WHEREAS:

The new state of Andhra Pradesh has come into existence after bifurcation of the erstwhile combined state of Andhra Pradesh in June-2014. In the process of fulfilling its commitment for formation of a modern State, the State has initiated its endeavors, primarily on infrastructure building and rapid industrialization. To support this initiative, Government of Andhra Pradesh (GoAP) has identified manufacturing as a key area and is establishing clusters to nurture growth in vital sectors like Auto and Electronics by setting-up industrial corridors, Special Economic Zones (SEZs) etc.,. The immediate necessity for Industrialization is the manpower development. In the process of industrialization and infrastructure building, it is obligatory on the part of GoAP to simultaneously develop a large pool of skilled manpower to cater to the needs of the industry and service sectors. In this endeavor, the State has earnestly decided to address the skill shortage which is much projected by the user Industry. The initiative of Statewide high priority for skill development shall also ensure up-gradation of skills. The sectors with largest manpower requirement in the coming years will be Manufacturing, Construction, Hospitality, Banking, Financial Services and Insurance and Information Technology/IT enabled services.

Eventually, the Skill Development has occupied the key focus area of GoAP. The process of developing large pool of skilled manpower has been envisaged in partnership with industry to make the skill development mission more industry relevant and self-sustainable. In the process of achieving these goals, the GoAP has incorporated APSSDC as a special corporate which shall strive for the appropriate and demand driven Skill Development.

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

The APSSDC and SRK Institute of Technology which is selected for **CM's Skill Excellence Center (SEC): ICT Lab** have mutually discussed and agreed to enter into this agreement as detailed hereinafter.

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

### **2.1 DEFINITIONS:**

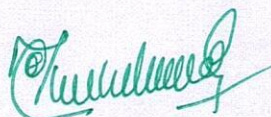
In this Agreement, the following expressions shall have the meaning stated herein:

**"Agreement"** shall mean this agreement executed between APSSDC and SRK Institute of Technology and shall include any written modifications thereof and the schedules attached hereto.

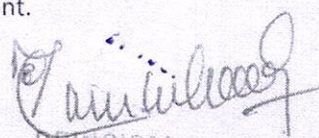
**"Applicable Law"** shall mean all the laws national and international, enacted or brought into force as the case may be and enforced by the Gol or GoAP as the case may be, and the regulations and notifications made there under and judgments, decrees, injunctions, writs and orders of any court of record,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

**"CM's Skill Excellence Center: ICT Lab"** shall mean multi-skill focused Skill Excellence Centre

at reputed Engineering Colleges in CSE, IT, ECE, EEE, Mechanical and Civil streams. These **CM's Skill Excellence Centers: ICT Labs** will be selected, established and implemented by APSSDC in active collaboration and assistance from the host College, as per the terms of this Agreement.



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"Effective Date" shall mean the date of signing of this Agreement.

"GoAP" means the Government of Andhra Pradesh and its concerned department, SD&EI.

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

"CM's Skill Excellence Center: ICT Labs" shall mean college-level skill development centres connected with APSSDC over internet, where local students can access and learn out of the interactive digital courseware, online programs, hands-on training, offline Workshops and global certification programs.

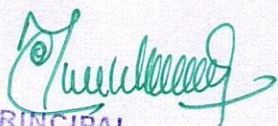
### 3. SCOPE OF SERVICES / PROJECT

- a. To make qualitative improvements in imparting Technical Skills by setting up or providing:
  - Infrastructure in college laboratories by adopting latest technologies in engineering streams of CSE, IT, ECE, EEE, Mechanical and Civil to serve the needs the industry;
  - Skill up-gradation of faculty by imparting training;
  - Update course curriculum to suit modern industrial practices;
  - Promote Research & Development and Innovation for existing Industries.
  - **CM's Skill Excellence Center: ICT Labs** to focus on training students in line with the latest Industry needs and make them more employable
- b. **Promote Industry** – Academia interfacing to make improvements in Technical Skills sustainable and in line with Industry requirements.
- c. **Train students to improve employability** - Improved placements of students in colleges and enable the students to compete in national employment market with better remuneration and professional growth.
- d. Enhance the reputation of Technical Institutions with improved academic ambience and State of Art facilities
- e. Create a pool of skilled manpower to cater to the current and future industrial and service sector needs.
- f. Guidelines and procedures prescribed / as may be prescribed from time to time by APSSDC for implementation.

### 4. SCOPE OF THE FIRST PARTY

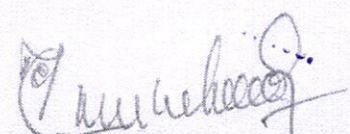
The APSSDC shall

- Select reputed academic/Industrial Training Institutions through a stipulated procedure.
- Provide a platform for registration of trainees online and mapping of institutions and students
- Provide equipment with latest technology to fill up the gap required to suit the skill development training requirements –laptops (as per the configuration given in Annexure I).
- Train the faculty in the required skill.
- Identify and provide course curriculum to suit latest and future technologies.
- Promote Research & Development and Innovation for existing Industries.

  
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- To get the evaluation of the Skill Development programs done by third party for assessing the impact with respect to quality and quantitative placements.

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

#### 5. SCOPE OF THE SECOND PARTY

The Academic institution shall provide and follow the guidelines presented:

##### SDC:

College should setup one Skill Development Center lab and equip it on the lines of CM's SEC for APSSDC training exclusively.

##### CM's SEC:

Capacity to provide E-Classroom space to accommodate 37 systems lab with LCD Projector, Audio System & to ensure internet connectivity of 150Mbps bandwidth.

##### Infrastructure:

The necessary infrastructure as per the project specifications including electrical fittings, electricity and Power backup, water, furniture and fixtures and Air-conditioning

##### Adequate security:

The College should be responsible and held accountable for safety of the lab equipment.

##### Faculty & Students:

- To mobilize faculty and students of the college/institution for trainings and Certification.
- College should make a commitment on the count of faculty and students for APSSDC Training programs as mentioned - **50% of annual intake / students on rolls** – for participation in APSSDC programs like Workshops, online programs, Certification programs, any other programs announced by APSSDC from time to time out of which 50% students are to get certified from the Globally recognized MOOCs

##### Residential Facilities:

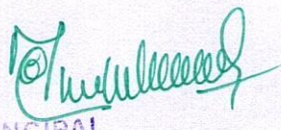
- At least 50% of intake capacity to students of other colleges with residential facilities (100 boys & 50 girls at nominal cost) i.e., food & accommodation.
- Food and accommodation for 5 mentors (boy / girl) deputed by APSSDC to the college to coordinate and execute the APSSDC programs without any charges.

##### Clubs:

- Department wise clubs are to be initiated and competitions are to organized as and when informed at the earliest in coordination with APSSDC Stream coordinators.
- Colleges are requested to arrange a cabin/room exclusively for APSSDC Mentors & Club members.

##### Warranty & Equipment:

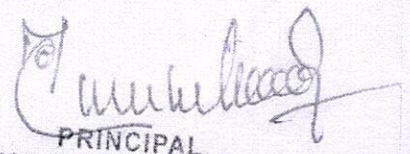
- Post-warranty of equipment, college has to bear the maintenance cost.



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## Compliances:

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

## 6. REVENUE GENERATED

- APSSDC is heavily subsidizing the training and certification courses as compared to market prices. The Revenue generated from the charges of the programs being implemented by APSSDC will be the sole income of APSSDC as per the Course wise fee structure provided at Annexure 2 .

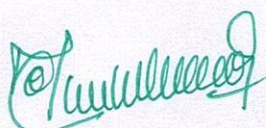
## 7. BREACH OF AGREEMENT & REMEDIAL PERIOD

In case the SRK Institute of Technology, commits breach of any condition as laid down in this Agreement, the monitoring committee at APSSDC shall bring the same to the notice of SRK Institute of Technology . In case the breach is not rectified within 30 days from the date of notice, as per the terms and spirit of this Agreement, APSSDC/ GoAP is authorized to take over the **CM's Skill Excellence Centers: ICT Labs** (all the assets provided by APSSDC under this program) except other liabilities of promoters and their employees.

## 8. CONFIDENTIAL INFORMATION

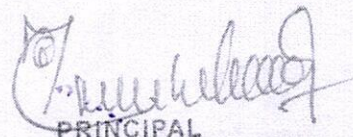
Each Party may disclose Confidential Information:

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



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## 9. LIMITATION OF LIABILITY

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

## 10. DISPUTE RESOLUTION

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

## 11. FORCE MAJEURE

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

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

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

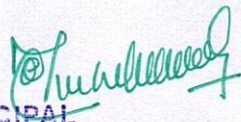
## 12. SEVERABILITY

If any provision or provisions of this Agreement shall be held to be illegal, invalid or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired there by and the parties hereto agree to replace the illegal or unenforceable provisions with valid provisions which are as close as possible to the illegal or unenforceable provisions in their respective meaning, purpose, and commercial effect within reasonable time.

## 13. NOTICE

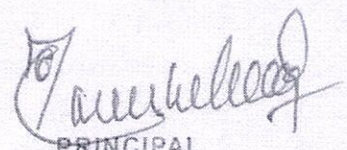
13.1. Any notice or other document to be given under this Agreement shall be in writing and shall be deemed to have been duly given if left at or sent by: -

- (a) hand; or
- (b) registered posts; or
- (c) facsimile or other electronic media;



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to the other party at the following addresses and/or telecommunication number or such other addresses as the party may from time to time designate by written notice to the other(s):

APSSDC

Andhra Pradesh State Skill Development Corporation  
2<sup>nd</sup> Floor, NTR Administrative Block, PN Bus Station,  
Vijayawada - 520 013

College/ Institution

SRK Institute of Technology  
Krishna  
Eluru Road, NH 5, Opposite Pratap Industries, Enikepadu,  
Vijayawada, Andhra Pradesh 521108

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

#### **14. GOVERNING LAW AND JURISDICTION**

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

#### **15. PUBLICITY**

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

#### **16. RELATION OF THE PARTIES**

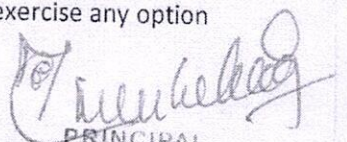
Nothing herein shall be construed to neither constitute a partnership between the parties hereto nor to authorize the SRK Institute of Technology save and except as provided herein or with the APSSDC's prior consent in writing, for making any representation.

#### **17. MODIFICATION, AMENDMENT, SUPPLEMENT OR WAIVER**

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

  
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which is herein provided, or to require at any time performance of any of the provisions hereof, shall in no way be construed to be a waiver of such provisions of this Agreement.

**18. ENTIRE AGREEMENT**

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

**19. ASSIGNMENT**

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

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

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

**SIGNED ON BEHALF OF**

**ANDHRA PRADESH STATE SKILL DEVELOPMENT CORPORATION**

Name: Sri K. Sambasiva Rao, IRTS

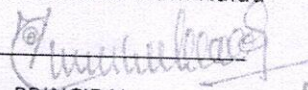
Signature: \_\_\_\_\_

Designation: Managing Director & Chief Executive Officer

**SRK INSTITUTE OF TECHNOLOGY**

**ENIKEPADU, VIJAYAWADA, 521108.**

Name: Dr. M. Ekamabararam Naidu

Signature: 

Designation: PRINCIPAL

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**Witness**

Name: Dr. D. Haritha

Name : \_\_\_\_\_

Signature: Duathie

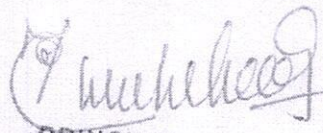
Signature: \_\_\_\_\_

Designation: Professor in CSE Dept

Designation: \_\_\_\_\_

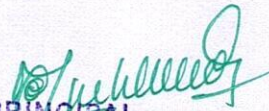
  
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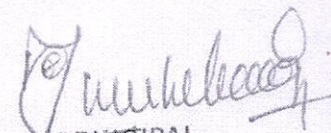
  
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Laptop Make and Model: Acer TMP 249-G2-M	
Technical Specification Inspection	
Processor	Intel Core i5-7200U Processor @ 2.5 GHz(Turbo Boost Upto 3.1 Ghz), 3MB Cache, 2-cores
Memory	16 GB DDR4 Memory, 2133 MHz
Internal Storage	500 GB SATA
Wireless Connectivity	Integrated wireless & Integrated Blue tooth.
Display Size	14"
Display Resolution	1366 x768
Webcam	Built-in Webcam.
Battery	5 Hrs Backup
VGA Port	Yes
HDMI Port	Yes
USB 2.0 port	1
USB 3.0 port	2
Operating System	BOSS Linux
Keyboard	External;
Mouse	External;

  
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## Annexure – II

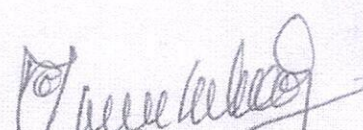
Details of course wise fee: **Workshops**

Stream	Workshop Name	Duration	Fee
CSE & ECE	Data Structures & Algorithms	3days(Phase 1) + 3 Days ( Phase 2)	Rs. 250 /-
	Google Android Fundamentals	3days(Phase 1) + 3 Days ( Phase 2)	Rs. 500 /-
	Progressive web apps	3days(Phase 1) + 3 Days ( Phase 2)	Rs.500 /-
	Amazon Web Services(AWS)	3 days	Rs.250 /-
	Internet of Things Fundamentals	3days(Phase 1) + 3 Days ( Phase 2)	Rs.500 /-
	Python	3days(Phase 1) + 3 Days ( Phase 2)	Rs.500 /-
	C Programming	3days(Phase 1) + 3 Days ( Phase 2)	Rs.500 /-
ECE , EEE & EIE	IoT(Embedded Systems)	3days(Phase 1) + 3 Days ( Phase 2)	Rs.500 /-
	Scilab	3days(Phase 1)	Rs.150 /-
	PLC	3days(Phase 1) + 3 Days ( Phase 2)	Rs. 500 /-
Mechanical	Autocad	6 days	Rs.500 /-
	Catia Part Design	6 days	Rs.500 /-
	Catia Surface Design	6 days	Rs.500 /-
	Fusion 360	3 days	Rs.250 /-
Civil	Autocad	6 days	Rs.500 /-
	Revit Structure	6 days	Rs.500 /-
	Revit Architecture	6 days	Rs.500 /-
	3DS Max	3 days	Rs.250 /-



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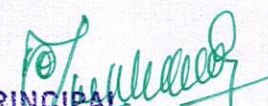
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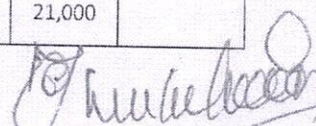


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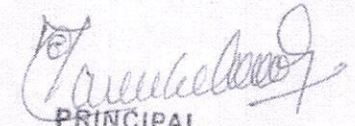
Details of course wise fee: **Certificate**


Certification Courses (College/University Name-)							
Course Details					Pricing		
SN	Engg Stream	Course	Certification	Duration (Months/Weeks)	Market Price Per certification	APSSDC Pricing	
1	CS/IT/ECE/ MCA	Udacity Nanodegrees	i) Machine Learning	3 Months	Rs.60,180/-	6,000 Per Month with Support (Free if completed in 1 month, 50% of the fee reimbursed each month upon completion within 3 months, and 25% thereafter)	
2			ii) Android Developer	3 Months	63,130		
3			iii) Front End	3 Months	54,280		
4			iv) Introduction to Programming	2 Months	38,350		
5			v) Full Stack	3 Months	54,280		
7		Google	i) Associate Android Developer	3 Weeks	6,500	3,250	
8			ii) Mobile Web Specialist	3 Weeks			
		Coursera with University of Michigan	Python for Everybody (Specialization)	2 Weeks	19,200	1,300 for 6 months with Training	
			Applied Data Science with Python (Specialization)	3 Months			
		Coursera with University of California, Irvine	Internet of Things (IOT) - (Specialization)	2 Weeks	19,200	1,300 for 6 months with Training	
			Data Structures and Algorithms by UC San diego (Specialization)	3 Months			
		Coursera with Google	Architecting with Google Cloud Platform (Specialization)	-	19,200	1,300 for 6 months with Training	
			Data engineering on Google cloud platform (Specialization)	-			
			Developing applications with Google cloud platform (Specialization)	-			
17		Amazon	i) Analytics & Big Data	6 months	21,000	0	
18			ii) Cloud Architects				35,000
19			iii) Operations / Support Engineer				21,000

  
**PRINCIPAL**  
**SRK Institute of Technology**  
**ENIKEPADU, VIJAYAWADA-521 108**

  
**PRINCIPAL**  
**SRK INSTITUTE OF TECHNOLOGY**  
**ENIKEPADU, VIJAYAWADA**

20			iv) Software Development Engineer		21,000	
28	Civil/ Mechanical	Autodesk Certiport, Inc.	i) AutoCAD Professional	1 Week Worksh op & 2 hour practic e for 14 days	2,415	1,000 With Training
			ii) Revit Architecture Professional			
			iii) Revit Structure Professional			
			iv) Fusion 360 Professional			
30	Mechanical	DS India Private Limited	i) CATIA Part Design		3,000	
31			ii) CATIA Surface Design		3,000	

  
 PRINCIPAL  
 SRK INSTITUTE OF TECHNOLOGY  
 ENIKEPADU, VIJAYAWADA

  
 PRINCIPAL  
 SRK Institute of Technology  
 ENIKEPADU, VIJAYAWADA-521 108

**AGREEMENT**

Under the National Skill Qualification Framework (NSQF) of the All India Council for Technical Education, This Agreement is entered into and executed on this 18<sup>th</sup> of March, 2020 at Vijayawada.

**BY AND BETWEEN**

M/s.SRK FOUNDATION , VIJAYAWADA running SRK INSTITUTE OF TECHNOLOGY represented by its Chairman Sri. B.S. Appa Rao which expression shall, where the context so admits, be deemed to include its successors, executors and administrators of the ONE PART

AND

M/s. TALENTIO SOLUTIONS India Pvt. Ltd. (hereinafter referred to as the "TALENTIO") a Company registered under the Company Act, 1956, through its Mr. AJAZ KHAN, Director, M/s. Talentio Solutions India Pvt. Ltd., having it's registered/approved Office at 5<sup>th</sup> Floor, Mayfair Building, Sardar Patel Road, Begumpet, Hyderabad – 500 003, Telangana (which expression, unless it be repugnant to the context or meaning thereof, shall be deemed to mean and include their executors, administrators and assigns), party of the SECOND PART.

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

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

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

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

WHEREAS the Second Party has expressed its keen interest and desire to be a key Partner in the execution of the National Vocational Educational Qualification Framework in terms of the objectives of the scheme and policy as highlighted and specified in the said framework and particularly in view of

the desire and interest of **TALENTIO** to join and Partner with **SRK INSTITUTE OF TECHNOLOGY** in providing competency based skills through its centres which shall act as Skill Knowledge Provider for the purposes of the scheme;

WHEREAS Both parties have held discussions and agreed for collaboration for conducting Vocational Education Programme(s) under the education scheme of the NSQF, whereby **SRK INSTITUTE OF TECHNOLOGY** will impart for the "Academic' content" of the Curriculum and **TALENTIO** will provide skill training through its training centres called **TALENTIO- SKP's** and will impart for such 'Skill oriented training' content of the Curriculum to the registered students.

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

1. The **TALENTIO** agrees that centres approved and recognized by **TALENTIO** (herein after to be referred as "**TALENTIO -SKP**"), shall act and perform the role of Skill Knowledge Provider to provide hands on skill training in specific sectors such as Company Specific Programs, Employability Training and CRTs for students and Effective Teaching Learning training through Faculty Development Programs.
2. The **TALENTIO** agrees for conduct of training modules under the Vocational Stream and shall perform following functions:
  - a. Announce the schedule of module for the calendar year.
  - b. Register students for the modules.
  - c. Conduct the modular training.
  - d. Conduct examination/ evaluate the student indicating the Level of skill acquired.
  - e. The **TALENTIO - SKP** shall register students for evaluating the Skill Modules, who have acquired skills on their own.
3. The Second Party agrees that the following responsibilities shall be undertaken by the **SRK INSTITUTE OF TECHNOLOGY** Academic Training centres:
  - a. The **SRK INSTITUTE OF TECHNOLOGY** Academic centres shall plan the Vocational Education Programme(s) to be offered in the Academic Year concerned and inform the **TALENTIO - SKP's** about the same at least two months prior to the date of commencement of the Programme(s).
  - b. The **SRK INSTITUTE OF TECHNOLOGY** Academic Centre shall announce and inform through its prospectus and information on its Web site, the Vocational Education Programme(s) it plans to offer in the Academic Year concerned for the information of the prospective students and invite applications for admission from interested candidates at least two months prior to the date of commencement of the Programme(s).

c. The **SRK INSTITUTE OF TECHNOLOGY** Academic Centre shall follow the admission norms of AICTE and the State Govt. concerned. The admission shall be made strictly on the merits.

d. The **SRK INSTITUTE OF TECHNOLOGY** Academic Centre will have the right to collect fees from the students towards:

- Registration
- Course/ Skill conduct
- Evaluation of the Skill portion of each Level of the Programme. A portion of the fees as agreed upon by the **SRK INSTITUTE OF TECHNOLOGY** Academic Centre and the **TALENTIO – SKP's** shall be turned over to the **TALENTIO - SKP's**.

e. The **SRK INSTITUTE OF TECHNOLOGY** Academic Centre will send to the **TALENTIO - SKP** the Level-wise and Sector-wise lists of students registered for Vocational Education Program(s) in the Sectors.

f. The **SRK INSTITUTE OF TECHNOLOGY** Academic Centre will conduct appropriate Classes for the Academic content of the Curriculum of the Vocational Education Programme(s) so as to complete the Academic portion within prescribed time.

g. **SRK INSTITUTE OF TECHNOLOGY** Academic Centre will conduct final examinations and evaluate the students for the Academic portion of the Programme(s) as per the rules and regulations of the Technical Board or University as the case may be.

h. After receiving a 'Statement of Credits for the Vocational/ Skill portion of the students from the **TALENTIO - SKP**, the **SRK INSTITUTE OF TECHNOLOGY** Academic Centre will send the combined Academic and Vocational/ Skill portion credits of the students to the Technical Board or University as the case may be.

i. Wherever such provisions are made by the Technical Board or the University, as the case may be, the **SRK INSTITUTE OF TECHNOLOGY** Academic Centre will award a 'Level Certificate' to the student who has successfully completed both the Academic and the Vocational/ Skill portions of the particular Level.

j. The **SRK INSTITUTE OF TECHNOLOGY** Academic Centre shall maintain a record of the registered students and Certificates issued.

k. The **SRK INSTITUTE OF TECHNOLOGY** Academic Centre shall submit details of students registered, evaluation conducted and results to the Technical Board or the University, as the case may be.

#### 4. General:

##### Fees to be charged to students:

- a. The Level wise fees to be charged by the SRK INSTITUTE OF TECHNOLOGY Academic Centre will be informed to the student by the SRK INSTITUTE OF TECHNOLOGY Academic Centre as well as the TALENTIO -SKP before his/her registration for the Programme;
- b. The SRK INSTITUTE OF TECHNOLOGY Academic Centre will collect from the student and retain with itself the 'Academic Portion Fees' and the TALENTIO - SKP will be given the 'Vocational/Skill Portion Fees' by the TALENTIO – Academic Centre;
- c. The TALENTIO - SKP will issue Registration cards to the students before the onset of training and SRK INSTITUTE OF TECHNOLOGY Academic Centre will collect the total fees for the Programme from the students and will transfer the 'Vocational/Skill Portion Fees' against the number of students to be sent for training within stipulated time <to be mutually decided by the Institution and SKP>.

#### 5. No Confidentiality:

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

#### 6. Effective Date:

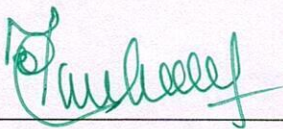
This agreement is effective from the date signed by both the parties shall be valid for a period of one year until determined, suspended or terminated earlier.

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



For SRK INSTITUTE OF TECHNOLOGY


For M/s. TALENTIO SOLUTIONS India Pvt. Ltd.

Signed: 

Name: Dr. M. Ekambaram Naidu

Title: Principal **PRINCIPAL**  
**SRK Institute of Technology**  
ENIKEPADU, VIJAYAWADA-521 108

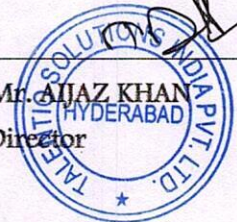
Date: \_\_\_\_\_

Signed: 

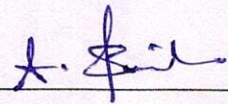
Name: Mr. ALIAZ KHAN

Title: Director

Date: \_\_\_\_\_

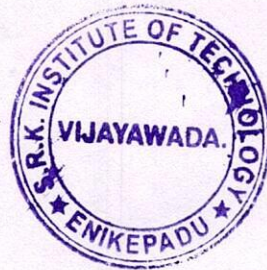


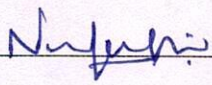
Witnessed by:

1) Signature: 

Name: A. Siva Nageswara Rao

Date: \_\_\_\_\_



2) Signature: 

Name: \_\_\_\_\_

Date: \_\_\_\_\_

# **MEMORANDUM OF UNDERSTANDING**

**BETWEEN**



**EduSkills Foundation ("EduSkills")**

**AND**



**SRK Institute of Technology**

**FOR EDUSKILLS MEMBERSHIP PROGRAM**

This Memorandum of Understanding ("MOU") is effective from the date of signatures below ("Effective Date"); hereinafter, each a "Party" or together, "the Parties". EduSkills will be referred as 'First party' and other party will be referred as 'Second party'.

The Parties have been discussing a proposed collaboration in the area of "**Skill Development, IT Education and Workforce Development Programs**" ("Collaboration Areas").

Now the Parties agree as follows:

**A. NON-BINDING TERMS.**

The Parties understand that MOU is intended only to summarize the current understanding of the parties with respect to the principal terms of the proposed collaboration.

The Parties understand that this **MOU** is intended only to summarize the current understanding of the Parties with respect to the Collaboration Areas and to facilitate their further discussions regarding certain objectives of the proposed partnership, as more fully described in Exhibit A, which are non-binding on the Parties. The terms and objectives set forth in Exhibit A shall be used for discussion purposes only and shall not be deemed to create any rights or obligations for or on behalf of any Party.

**B. BINDING TERMS**

The Parties hereby acknowledge and agree that the following subsections under this Section B (Binding Terms) shall be binding and create legal rights and obligations on the Parties.

**1. Confidentiality**

In this MOU "Confidential Information" means any information or data, irrespective of the form and nature thereof, that is material to the Party disclosing such information ("Discloser") to the other Party ("Recipient"), including, but not limited to technical know how, specifications, designs, models, software, techniques, drawings, processes, as well as industrial and intellectual property rights, business information, trade secrets, customer lists, financial information, process, costs, sales and marketing plans, information posted on their respective websites or any other information with the Recipient knows or reasonably ought to know is confidential, proprietary or trade secret information of the Discloser.

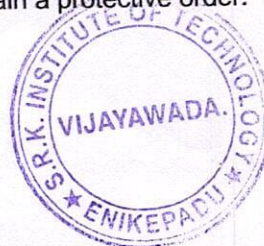
The Recipient shall at all times, both during the term of this MOU and for a period of at least three (3) years after its expiration or termination, keep in trust and confidence all such Confidential Information, and shall not use such Confidential Information other than for the purpose of fulfilling its obligations under this MOU, nor shall the Recipient disclose any such Confidential Information to any third party without the Disclosing Party's prior written consent. Upon termination of this MOU or written request from the Discloser, the Recipient shall, within fifteen (15) days from such termination or request, return all Confidential Information and any and all copies thereof to the Discloser, or at the Discloser's option, destroy the Confidential Information and any and all copies thereof, and certify such destruction

The obligations of confidentiality set forth herein shall not apply to information which;

- a. Was rightfully in possession of or known to the Recipient without any obligation of confidentiality prior to receiving it from the Discloser;
- b. Is, or subsequently becomes, legally and publicly available without breach of this MOU;
- c. Is rightfully obtained by the Recipient from a source other than the Discloser, without any obligation of confidentiality; or
- d. Is developed by or for the Recipient without use of the Confidential Information.

The Recipient may only disclose Confidential Information pursuant to a valid order issued by a court or governmental agency, provided that the Recipient provides the Discloser:

- a. Prior written notice of such obligation; and
- b. The opportunity to oppose such disclosure or obtain a protective order.



The Confidential Information shall remain the property of the Discloser and no license to any existing or future intellectual property rights or Confidential Information is granted or implied under this MOU.

All Confidential Information is provided "AS IS". The Discloser shall not be liable for any inaccuracy or completeness of the Confidential Information, nor are there any express or implied representations or warranties by either party to the other, including with respect to the infringement of any intellectual property rights or any right of privacy, or any rights of third persons.

## 2. Scope

The scope of this MOU does not cover any development work, testing, licensing, distribution, support, sales, or maintenance. Should the Parties decide to pursue such matter that is outside the scope of this MOU, the Parties shall enter into a development, license, distribution, or other appropriate written agreement(s) accordingly.

## 3. Publicity

The Parties hereby agree that no press release or other public announcements regarding this MOU or any agreements contemplated thereby shall be made without prior review and written agreement signed by a duly authorized representative of the other Party.

## 4. Term and Termination

The Parties agree that this MOU shall be effective as of the Effective Date and shall continue in effect until the earliest occurrence of one of the following: (1) the execution of a definitive MOU or definitive agreement relating to the scope of this MOU; (2) written notice by one Party to the other of termination of this MOU; or **thirty six (36) months** from the Effective Date of this MOU. Section B (including all subsections) shall survive any termination of this MOU. Upon expiry of the Term, it is the intention of the Parties to further progress the solutions initiated under this MOU towards overall achievement of the objectives and outcomes contemplated herein. Second party shall, to this extent, endeavor to continue maintaining and promoting such solutions and projects to further the objectives set forth in the MOU.

## 5. Limitation of Liability

Except for liability relating to either Party's breach of the other Party's confidential information or intellectual property rights, in no event shall either Party be liable to the other Party for any direct, indirect, incidental, special, punitive or consequential damages or loss of profits, lost revenue or loss of data.

Notwithstanding the foregoing, nothing in this MOU shall limit the Parties liability for bodily injury or death caused by its negligence or its liability in the tort of deceit.

## 6. Intellectual property rights

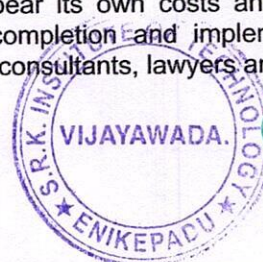
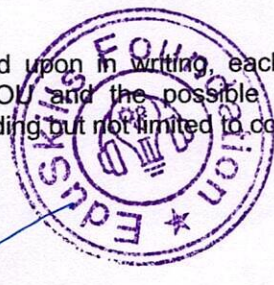

Each Party will retain the exclusive rights, title and ownership of all its pre-existing Intellectual Property, Confidential Information and materials (including, without limitation, proprietary ideas, sketches, diagrams, text, know-how, concepts, proofs of concepts, artwork, software, algorithms, methods, processes, identifier codes or other technology) owned or developed by such Party.

## 7. Governing laws and jurisdiction

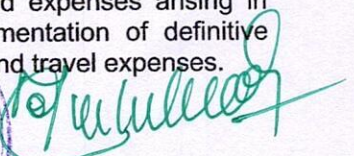
The Parties shall make efforts in good faith to amicably resolve all disputes as may arise out of or in connection with this MOU. This MOU shall be subject to and governed by the laws of India and the Indian courts shall have exclusive jurisdiction over any claim arising under this MOU. Notwithstanding the foregoing, either Party may seek interim injunctive relief in any court of appropriate jurisdiction with respect to any alleged breach of such Party's intellectual property or proprietary rights.

## 8. Costs

Unless otherwise agreed upon in writing, each Party shall bear its own costs and expenses arising in connection with this MOU and the possible negotiations, completion and implementation of definitive Agreements if any, including but not limited to costs of experts, consultants, lawyers and travel expenses.



VIJAYAWADA  
ENIKEPADU



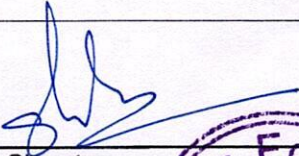
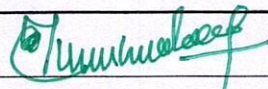
9. **Amendment**

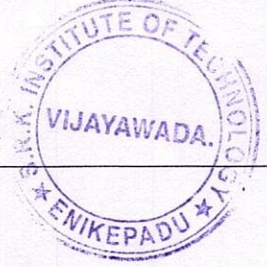
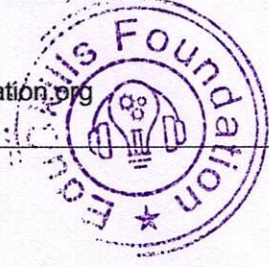
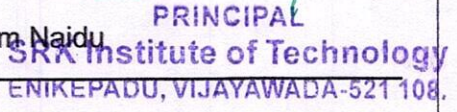
This MOU may be amended at any time by the mutual written assent of the Parties.

10. **Severability.**

Should any portion of this MOU be determined to be illegal or unenforceable, the remainder of the MOU shall continue in full force and effect, and either party may renegotiate the terms affected by the severance.

IN WITNESS WHEREOF, the parties hereto have executed this **MOU** by persons duly authorized as of the date and year first above written.

Signed for and on behalf of <b>EduSkills Foundation</b>	Signed for and on behalf of <b>SRK Institute of Technology</b>
By:  Authorized Signatory	By:  Authorized Signatory
Shubhajit Jagadev Name	Dr. M. Ekambaram Naidu Name
Executive Director Designation	Principal Designation
Date 17 <sup>th</sup> June 2020	Date 17 <sup>th</sup> June 2020
<b>Address for communication:</b> EduSkills Foundation #806, DLF Cyber City, Technology Corridor, Infocity, Bhubaneswar – 7510024, Odisha, India  Email: info@eduskillsfoundation.org	<b>Address for communication:</b> SRK Institute of Technology, AIR Port Road, 44, Eluru Rd, Enikepadu, Vijayawada, Andhra Pradesh 521108  Email: principalsrk@gmail.com



## EXHIBIT A

### NON-BINDING TERMS

#### 1. Scope and Intent

**EduSkills** and **SRK Institute of Technology** have decided to work together for the purpose of expanding digital skills into higher education system through offering various world class technical programs in Networking, Cybersecurity, Cloud computing, automation, RPA and other industry 4.0 skills to the colleges and their students.

#### 2. Proposed obligations of **EduSkills**:

- To offer digital content and courses of up to 8 global academy programs to its member institution.
- To offer LMS of the academy programs, where ever applicable.
- To offer branding collaterals access and usage of academy programs.
- 'Train the Trainers' to the nominated educators by the institution.
- Virtual orientation session/workshop for the institution.
- In-person/remote support for any troubleshooting needed during the onboarding process.
- To offer opportunities to participate in job fairs, seminars, conferences and any regional/national/global competitions or platforms for the students, educators and/or institution's leadership.

#### 3. Proposed Obligations of **SRK Institute of Technology**:

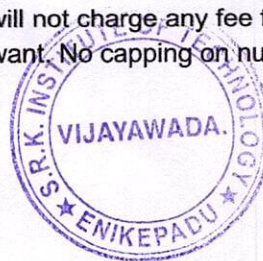
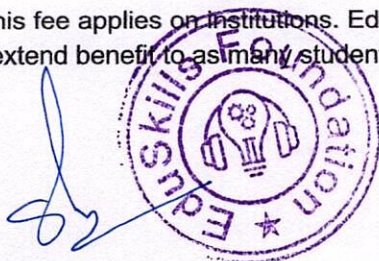
- To create awareness for adoption and registration of technical courses from interested students.
- To nominate a point of contact who could monitor and review the program updates.
- Pay membership **fee every year**. Following year's membership fee can be incremented on nominal basis, if the need arises. **Agreement to be renewed after 3 years**.
- GoDaddy Academy: Minimum 50 students commitment every year.
- VMware Academy: Yearly subscription fee needs to be paid to VMware directly.
- Institution need to bear the expense for the AWS, GoDaddy & Red Hat Global Certification fee of faculties as its mandatory.
- Minimum 100 students commitment for each academy program every year.
- To ensure following pre-requisites to be followed by the participating colleges:
  - a. High speed broadband connectivity, computer labs for relevant courses and classroom IT set-up for all participating institutions.
  - b. Identify upto 2 (Two) Educators with required qualification like Engineers/MCA in Computer Science/IT/Electronics, etc. or experienced diploma holders to receive Training of Trainers for each academy program.

#### 4. Annual Membership Fee

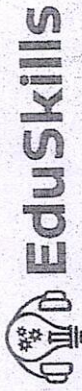
- Year 1: INR 40,000 + Training fee + GST
- Year 2: INR 40,000\* + GST
- Year 3: INR 40,000\* + GST

\* Can be incremented annually on a very nominal basis.

**Please Note:** This fee applies on institutions. EduSkills will not charge any fee from the students. Institutions may enroll and extend benefit to as many students they want. No capping on number of students.



A green ink signature is written over the stamp.



**EduSkills**

Nation Building Through Skills

An ISO 9001 : 2015 Certified Organisation

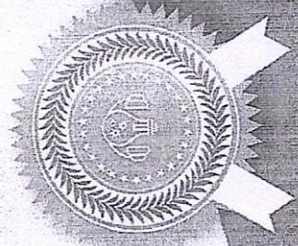
# Certificate of Membership

This is to certify that

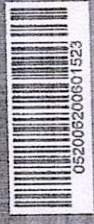
**SRK Institute of Technology  
Andhra Pradesh**

is an institutional member  
of EduSkills Foundation

Director, EduSkills



Valid Till - JUNE 2023



Membership No :

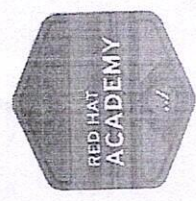
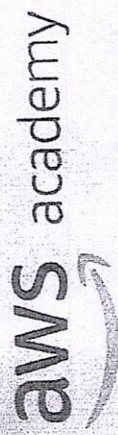
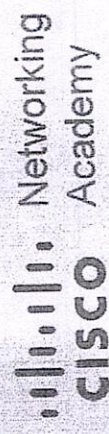


[www.eduskillsfoundation.org](http://www.eduskillsfoundation.org)



**SRK Institute of Technology  
Andhra Pradesh**

is proud member of **EduSkills**  
to get associated with  
Global Academy Programs

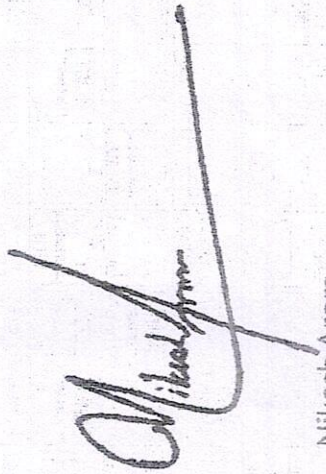


# PALO ALTO NETWORKS CYBERSECURITY ACADEMY

THIS CERTIFICATE OF ACKNOWLEDGEMENT CONFIRMS THAT

## SRK Institute of Technology

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



Nikesh Arora  
Chairman and CEO  
Palo Alto Networks

**Oct 2, 2020**

Certification Date

**1059**

Certification Number



**CYBERSECURITY  
ACADEMY**



Blue Prism is proud to recognize our partner

## SRK Institute of Technology

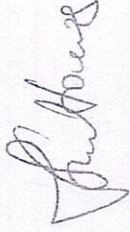
**Vijayawada**

for meeting all the program requirements to set up

BLUE PRISM ACADEMIA PROGRAM in the field of Robotic Process Automation

Date: 17/06/20

Signature:



## MUTUAL NONDISCLOSURE AGREEMENT

This agreement is entered into by Blue Prism India Private Ltd and the other party listed below, as of the date of the later signature below ("**Effective Date**"), in order to evaluate and possibly enter into a business transaction between the parties or their affiliates (the "**Purpose**"). The parties are entering into this agreement so that each of the parties and their affiliates (each, when disclosing, "**Discloser**") may disclose to the other party and to their affiliates (each, when receiving, "**Recipient**") information related to the proposed business transaction that Discloser considers confidential, that is marked as confidential or which Recipient should know is confidential based on the way it was disclosed or the subject matter of the information (the "**Confidential Information**"). An "affiliate" is any legal entity either party owns, that owns such party or that is under common control with such party. "Control" and "own" mean possessing a 50% or greater interest in an entity or the right to direct the management of the entity.

1. **No Obligation or License; Disclaimer of Warranty.** This agreement does not (a) impose on either party any obligation to enter into any business relationship or proceed with any business transaction; (b) grant any right or license to the intellectual property rights of the other party, except the limited rights granted in this agreement as necessary to use the Confidential Information for the Purpose; or (c) create, and each party hereby disclaims, all express and implied warranties for its Confidential Information, including but not limited to implied warranties of fitness for a particular purpose, and merchantability, and all implied representations and warranties provided by statute or common law.

2. **Use, Protection and Disclosure of Confidential Information.** Recipient may use Confidential Information only for the Purpose. Recipient shall use a reasonable degree of care to protect Confidential Information and to prevent any unauthorized use or disclosure of Confidential Information. Recipient may share Confidential Information, solely as needed for the Purpose, with its representatives who need to know it and only if they have agreed with either party in writing to protect the confidentiality of the Confidential Information. A "representative" is an employee, contractor, advisor or consultant of either party or of its respective affiliates. A party may disclose Confidential Information when compelled to do so by law if it provides reasonable prior notice to the other party, unless a court orders that the other party not be given notice. If there is an unauthorized disclosure of Confidential Information, Recipient shall notify Discloser in writing as soon as it becomes aware of such disclosure and provide reasonable assistance to Discloser to minimize any damages caused by such disclosure.

3. **Information That is Not Confidential Information.** Confidential Information does not include information that: (a) was known to Recipient without restriction before receipt from Discloser; (b) is publicly available through no fault of Recipient; (c) is rightfully received by Recipient from a third party without a duty of confidentiality; or (d) is independently developed by Recipient.

4. **Term and Termination.** This agreement will have a term of three (3) years from the Effective Date and either party may sooner terminate this agreement on 30 days' prior written notice. Section 2 of this agreement will survive any expiration or termination of this agreement as to Confidential Information that is disclosed before termination or expiration and for a period of two (2) years thereafter. Upon expiration or earlier termination, Recipient shall return or destroy all Confidential Information of Discloser (at Discloser's option) and certify in writing that it has done so. Notwithstanding anything to the contrary herein, protection of trade secrets, including, but not limited to, technical information about a Discloser's current products and services and all information about possible unreleased products or services shall never expire.

5. **Governing Law and Venue.** This agreement is governed by the laws of Singapore, and the exclusive venue for disputes shall be the courts of Singapore.

6. **Modification and Interpretation.** This agreement may only be modified in a writing signed by both parties. If any provision of this agreement is deemed invalid or unenforceable, the remaining provisions will remain in effect and enforceable without the invalid or unenforceable provision.

7. **Integration.** This agreement is the entire agreement between the parties relating to the Purpose and supersedes all prior or contemporaneous agreements between the parties relating to the Purpose.

8. **Assignment.** Neither party may assign this agreement without the other party's written consent, except that consent is not required if the assignment is to an affiliate of the assigning party. This Agreement will inure to the benefit of and be binding upon any authorized successors and assigns.

9. **Counterparts.** This agreement may be signed in counterparts and may be agreed to and exchanged electronically.

10. **Notices.** Any notices required under this agreement must be sent to the address below and must be in writing and refer to this agreement. Notices may be delivered by courier, by registered mail with a return receipt, by reputable overnight delivery service with delivery confirmation, or by email. Notices will be deemed given when received if sent by courier or overnight service, 5 days after deposited in the mail if sent by registered mail, and in the case of email, when such email is sent, unless a mail non-delivery notification has been received by the sender.

Signed for and on behalf of Blue Prism India Private Ltd

Signed for and on behalf of SRM Institute of Technology

DocuSigned by:  
**Daniel Sassoon**  
By Daniel Sassoon  
2020B6EFF4FF44C...  
Authorized Signature

By [Signature]  
11/04/20  
Authorized Signature

**Daniel Sassoon**  
Name

Daniel Sassoon  
Name (Type or print names)

**Associate General Counsel - APAC**  
Title

Professor, IITB  
Title

**17 June 2020**  
Date

11/04/2020  
Date

Address for notices:  
Blue Prism India Private Ltd  
C/o Blue Prism Pte Ltd  
18 Beach Road  
#29-11 South Beach Tower  
Singapore 189767  
SINGAPORE  
Attn: Legal Department  
Email: legals@blueprism.com

Address for notices: SRM Institute of Technology  
Enikpady  
Vijayabhadra  
Pin 521102  
Attn: [Signature]  
Email: havitha.d@rediffmail.com





Dear Dr. M EKAMBARAM NAIDU,

Welcome to AWS Academy!

This letter confirms that SRK INSTITUTE OF TECHNOLOGY has been accepted into the AWS Academy program with Amazon Internet Services Private Limited ("AISPL") and is authorized to administer and deliver the AWS Academy **Cloud Computing Architecture** curriculum from the locations listed below. To add more locations, you'll need written approval from us.

Institutions accepted into AWS Academy also agree to the rules and polices described in the AWS Academy Terms & Conditions and Program Guide, which you should have already received. These include:

- AWS Academy curriculum may only be delivered by AWS-accredited instructors
- Institutions must have a minimum of two AWS-accredited instructors for each AWS Academy-authorized curriculum
- Deliver each AWS Academy authorized curriculum in its entirety
- Deliver AWS Academy curriculum over a minimum period of 6 weeks

Approved locations for the program:

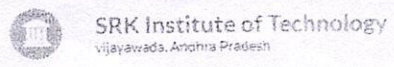
Main Campus  
Enikapadu VIJAYAWADA  
VIJAYAWADA, Andhra Pradesh 521108  
India

To login to the AWS Academy portal, go to <https://www.awsacademy.com/login>.

We look forward to your participation and wish your institution, educators, and students success in their AWS cloud computing journey with Amazon Internet Services Private Limited.

Sincerely,  
The AWS Academy Team (Amazon Internet Services Private Ltd)

Amazon Internet Services Private Ltd. is a subsidiary of Amazon.com, Inc. Amazon.com is a registered trademark of Amazon.com, Inc. This message was produced and distributed by Amazon Internet Services Private Ltd., Ground Floor, Eros Corporate Towers, Nehru Place, New Delhi - 110 019, India



**aws academy** **Quick Start Course Registration is Open until 15 September**  
 Click here to enroll students into an AWS Academy mentor-led course.

### Welcome Information

Thank you for joining the AWS Academy program. The program is designed to help you and your students address the skill gap in the industry by providing you with the resources and training you need to succeed.

Name	Company	Status
Venkatellapuri Jayaram Reddy	Academy, SRK Institute of Technology	Approved Educator
Venkatellapuri Jayaram Reddy	Academy, SRK Institute of Technology	Approved Educator
Venkatellapuri Jayaram Reddy	Academy, SRK Institute of Technology	Approved Educator
Venkatellapuri Jayaram Reddy	Academy, SRK Institute of Technology	Approved Educator

[Nominate an Educator](#)

Educators must be nominated for every course they will be teaching. When nominating an Educator, please have



## CLOUD AND AUTOMATION ACADEMY AGREEMENT

This Juniper Networks Cloud and Automation Academy Agreement ("**Agreement**") is entered into between Juniper (as defined in section 14.19 below) and the party identified in the Company Particulars below ("**JNCAAM**") (each individually, a "**Party**", and collectively, the "**Parties**"). This Agreement shall be effective as of date last signed by a party below ("**Effective Date**").

Company Particulars	
Company Name	SRK Institute of Technology
Company Address	3, AIR Port Road, 44, Eluru Rd, Enikepadu, Vijayawada, Andhra Pradesh 521108
Company Contact and Email Address:	Dr D. Haritha, harithadasari@srkit.in, 9440618096

The Parties agree as follows:

1. **Scope.** This Agreement sets forth the terms and conditions for membership in the JNCAA program.

2. **Appointment of JNCAAM**

2.1. **Membership Appointment.** Subject to the terms and conditions of this Agreement, Juniper hereby appoints JNCAAM as a member in the JNCAA program. Juniper will provide JNCAAM access to the Course Materials and Authorized Courses through the JNCAA Website and Junos Learning Portal. Access to Juniper's hosted lab facilities is limited and must be reserved through the Program Manager in advance. If JNCAAM chooses to teach its students, JNCAAM may gain broader access to the Juniper Networks Education Services training materials, including lab topologies and configurations, instructor notes, and train the trainer videos. JNCAAM students may earn Juniper professional certification at no cost, by earning a voucher through a pre-test at the end of each Authorized Course. At Juniper's sole discretion, membership status, requirements, guidelines, and restrictions are subject to change at any time.

2.2. **Non-exclusive Appointment.** Any appointment of JNCAAM under this Agreement is non-exclusive.

3. **Term.** This Agreement shall commence on the Effective Date and will have an initial term until the June 30<sup>th</sup> immediately following the Effective Date ("**Initial Term**"). After the Initial Term, on July 1<sup>st</sup> of each subsequent year, this Agreement shall automatically renew for successive one-year terms ("**Renewal Term**") (collectively, the "**Term**"); unless, however, before this Agreement automatically renews, either party gives no less than ninety (90) days written notice to the other party, that the Agreement will terminate at end of the then-current term.

4. **No Membership Fee; Indirect Purchasing.**

4.1. **No Membership Fee.** Membership in the JNCAA program is on a no-fee basis and no direct payments to Juniper are due under this Agreement.

4.2. **Indirect Purchasing.** JNCAAM may purchase Juniper hardware, software, services, and cloud services (collectively, "**Lab Equipment**") through an Authorized Reseller. To the extent permitted by law, Juniper will use commercially reasonable efforts to work with its Authorized Resellers to ensure that such Authorized Resellers extend to JNCAAM the minimum discounts on hardware and software off of Juniper's then-current Master Price List as set forth on the JNCAA Website. JNCAAM shall negotiate all commercial transactional terms and conditions of indirect purchases with the Authorized Reseller, including, but not limited to, payment, ordering, cancellations and rescheduling, delivery, and taxes. JNCAAM acknowledges that Juniper shall not be a party to any contract or other arrangement between an Authorized Reseller and JNCAAM.

5. **Membership Obligations, Requirements, and Restrictions**

5.1. **Membership Obligations.** In order to maintain membership status and continued participation in the JNCAA program, JNCAAM must comply with the terms and conditions in this Agreement and all Online Policies, Guidelines and Procedures. All Authorized Courses are subject to the terms and conditions on the Junos Learning Portal. JNCAAM must regularly check the JNCAA Website for announcements, instructions, and directions to perform its obligations under this Agreement.

5.2. **Lab Equipment.** Should JNCAAM purchase Juniper Lab Equipment, JNCAAM may only use such Lab Equipment for the purpose of providing instruction to students and teaching students pursuant to terms of this Agreement and not for any other purpose whatsoever. JNCAAM's failure to comply with this Section 5.2 shall be deemed a material breach of this Agreement.

and the end user license agreement that accompanies such Lab Equipment, and shall be grounds for immediate termination for cause of this Agreement and the accompanying software license.

- 5.3. **Educational Institution.** Throughout the Term of this Agreement, JNCAAM must maintain its standing and qualification as a recognized educational institution, such as Academic Research Institution, University, College and Junior College, vocational or technical school, high school or academic foundation; including, military training command and professional organization that regularly provide on-going continuing education and training to technology professionals.
  - 5.4. **Use of Course Materials in combination with non-Course Materials.** JNCAAM instructors may use non-Course Materials, such as JNCAAM or third party developed course materials, with Course Materials in the classroom for instruction and teaching of students; provided, use of such materials does not infringe on third parties rights and does not replace, conflict with, or distract from Course Materials or the underlying purpose and objective of this Agreement to instruct and teach Authorized Courses to students. Authorized Course names and numbers must be referenced accurately by JNCAAM, and all non-Course Materials used for instruction and teaching must be clearly identified as such and differentiated from Courses Materials.
  - 5.5. **Prohibited Use of Courses Materials.** JNCAAM shall not offer to instruct or teach, distribute, or sell any training course for Juniper's products and/or services (including, without limitation, any instructor-led or self-study course) that, in the sole judgment of Juniper, competes with the underlying purpose and intention of this Agreement, which is to authorize JNCAAM to instruct and teach students Authorized Courses. JNCAAM shall follow written instructions of the Program Manager respecting its instruction or teaching, distribution, or selling any training course materials relative to Juniper's products and/or services that, in the sole judgment of the Program Manager, is not in the best interests of the underlying purpose and intent of this Agreement.
  - 5.6. **Course Materials.** JNCAAM shall encourage students to obtain current Course Materials provided via the Junos Learning Portal. From time-to-time, additional materials may be added to list of Authorized Courses. JNCAAM shall not reproduce or copy Course Materials in any media or format, unless prior written authorization is obtained from Juniper.
  - 5.7. **Student Satisfaction.** JNCAAM shall endeavor to ensure high-level of student satisfaction with its course delivery and curricula by offering high quality instructional and educational classes that include regular and significant exposure to Juniper's technologies.
- 6. Confidential Information.**
- 6.1. **Scope. "Confidential Information"** means all information disclosed, directly or indirectly, to the other party (the "**Receiving Party**") and labeled as confidential or proprietary, stated at the time of oral disclosure to be confidential or proprietary, or by the nature of the information and the circumstances of the disclosure, the Receiving Party should reasonably infer to be confidential or proprietary. Confidential Information does not include information which: (i) is or becomes generally known through no fault of the Receiving Party; (ii) is known to the Receiving Party at the time of receipt, as evidenced by the Receiving Party's records; (iii) is hereafter furnished to the Receiving Party by a third party as a matter of right and without restriction on disclosure; or (iv) is independently developed, as evidenced by contemporaneous records by the Receiving Party without use of or reference to such Confidential Information.
  - 6.2. **Protection.** The Receiving Party will use a reasonable degree of care to maintain all Confidential Information to accomplish the purposes of this Agreement or as otherwise agreed in writing by the disclosing Party. The Receiving Party will not disclose to any third party nor use Confidential Information for any unauthorized purpose. The Receiving Party may only disclose Confidential Information: (i) to its employees and representatives that have a need to know to accomplish the purposes of this Agreement; and (ii) in response to a valid order of a court or other governmental body or as otherwise required by law to be disclosed, provided the Receiving Party, to the extent legally permissible, gives sufficient notice to the disclosing party to enable the disclosing party to take protective measures. Except as otherwise expressly set forth in this Agreement, no rights or licenses to intellectual property in Confidential Information is granted by either Party under this Agreement, whether express, implied or otherwise, to the other Party. The obligations imposed on the Receiving Party shall survive the expiration or termination of this Agreement.
- 7. Data Protection.** All data collected, processed, and/or used in connection with this Agreement is subject to the Juniper Privacy Policy. Juniper shall maintain appropriate administrative, physical, and technical safeguards for protection of the security, confidentiality, and integrity of End User Data as described in the applicable Documentation. To the extent End User Data includes Personal Data, as defined in the Data Protection Agreement ("**DPA**") located at <https://www.juniper.net/us/en/privacy-policy/customer-dpa/>, the terms of the DPA are hereby incorporated by reference and shall apply.
- 8. Ownership Rights and License Grants.**
- 8.1. **Ownership of Course Materials, Derivative Materials, and Software.**
    - 8.1.1. Juniper has and shall have sole right, title, and ownership to all copyrights and other intellectual property rights in Authorized Courses, Course Materials, and Derivative Materials.
    - 8.1.2. If applicable, JNCAAM may create Derivative Materials solely for purposes of developing classroom materials for use in Authorized Courses; provided, however, JNCAAM shall not make any Derivative Materials based in whole or in part on any software furnished by Juniper.
    - 8.1.3. JNCAAM agrees to assign, and does hereby assign, to Juniper, all of its copyrights and other intellectual property rights, if any, in Derivative Materials, and shall execute such documents and perform such other acts as Juniper may reasonably request from time to time, to enable Juniper to perfect and protect its rights in Derivative Materials.

- 8.1.4. Upon completion of any Derivative Materials, JNCAAM shall promptly deliver to Juniper a sample copy of such materials; provided, however, that JNCAAM may do so without infringing any third party rights; otherwise, it shall not make such delivery, but shall instead promptly identify such third parties and their rights with prior written notice to Juniper.
- 8.1.5. All software furnished by Juniper under this Agreement will remain the sole and exclusive property of Juniper, or, as the case may be, its third party licensors, and shall be subject to the terms and conditions of Juniper's software license agreement.
- 8.1.6. Anti Piracy. JNCAAM shall not engage in the manufacture, use, distribution, supply, marketing, or promotion of any counterfeit, pirated, or illegal Juniper products, including, but not limited to, software or Course Materials, and if suspected or accused of being involved in such activities, will assist Juniper as reasonably necessary in the investigation and resolution of the matter.

8.2. Mutual Trademark License Grants.

8.2.1. License Grant to JNCAAM. Provided JNCAAM obtains specific prior written approval and authorization from Program Manager, at such time, Juniper hereby grants to JNCAAM, without charge, a nonexclusive, nontransferable right to use and display the trademarks, service marks, and logos claimed by Juniper ("**Juniper Marks**") solely in connection with and to the extent reasonably necessary for the promotion of its classes to instruct and teach students as contemplated under this Agreement. As contemplated in this Agreement, JNCAAM may market availability of classes for Authorized Courses to potential students using only Juniper Marks. JNCAAM will not remove or alter the Juniper or its third-party licensors', as the case may be, copyright notices, trademarks, or packaging found on any materials furnished to JNCAAM under this Agreement.

JNCAAM will use the Juniper Marks in accordance with Juniper's trademark guidelines or style guide and if requested by Juniper, furnish to Juniper all promotional, advertising, or other materials that refer to or display any Juniper Marks for Juniper's review and approval. Use of the Juniper Marks does not create in JNCAAM's favor any right, title, or interest in Juniper Marks or in continuing rights to promote and market Authorized Courses, or to instruct or teach Course Materials as contemplated in this Agreement. JNCAAM agrees to cooperate with Juniper if Juniper seeks to proceed with any infringement action regarding such rights.

8.2.2. License Grant to Juniper. Provided Juniper obtains specific prior written approval and authorization from the instructor designated to act as the primary point of contact with Program Manager, at such time, JNCAAM hereby grants to Juniper without charge, a nonexclusive, nontransferable right to use and display the trademarks, service marks, and logos claimed by JNCAAM ("**JNCAAM Marks**") solely in connection with and to the extent reasonably necessary for the promotion of the JNCAA program to potential members. Juniper will not remove or alter the JNCAAM or its third party licensors', as the case may be, copyright notices, trademarks, or packaging found on any materials furnished to Juniper under this Agreement.

Juniper will use the JNCAAM Marks in accordance with JNCAAM's trademark guidelines or style guide and if requested by JNCAAM, furnish to JNCAAM all promotional, advertising, or other materials that refer to or display any JNCAAM Marks for JNCAAM's review and approval. Use of the JNCAAM Marks does not create in Juniper favor any right, title, interest in JNCAAM Marks or in continuing rights to promote and market the JNCAA program as contemplated in this Agreement. Juniper agrees to cooperate with JNCAAM if JNCAAM seeks to proceed with any infringement action regarding such rights.

9. **Indemnification.** Except to the extent caused by the gross negligence or willful misconduct of Juniper, its employees or agents, JNCAAM will, as permitted by applicable law, indemnify, defend and hold harmless Juniper and its directors, officers, employees, shareholders, agents, and affiliates (the "**Indemnitees**") from any and all losses, damages, liabilities, judgments, settlements, interest, penalties, fines, costs, and expenses of whatever kind, including attorney's fees, arising out of any third-party claims resulting from misappropriation of Juniper's intellectual property, whether actual or alleged. THE INDEMNIFICATION OBLIGATIONS SET FORTH ABOVE SHALL APPLY IN EACH CASE WHETHER OR NOT CONTRIBUTED TO, OR CAUSED IN PART BY, THE ACTIVE OR PASSIVE NEGLIGENCE OR FAULT (OTHER THAN GROSS NEGLIGENCE OR WILLFUL MISCONDUCT) OF JUNIPER, EMPLOYEES, OR AGENTS. Notwithstanding anything to the contrary set forth in this Section, (i) an Indemnitee may participate in its own expense, in any defense and settlement directly or through counsel of its choice, and (ii) JNCAAM will not enter into a settlement agreement on terms that would diminish the rights provided to the Indemnitee, accept any liability, or increase obligations assumed by the Indemnitee under this Agreement, without the prior written consent of the Indemnitee.

10. **Limitation of Liability.** IN NO EVENT SHALL JUNIPER OR ITS AFFILIATES HAVE ANY LIABILITY ARISING OUT OF, OR IN CONNECTION WITH, THIS AGREEMENT, UNDER ANY THEORY OF LIABILITY, INCLUDING, WITHOUT LIMITATION, ACTIVE OR PASSIVE NEGLIGENCE, THOSE RESULTING FROM ACCESS TO THE AUTHORIZED COURSES, THE USE OF COURSE MATERIALS, OR FOR ANY OTHER REASON. THIS LIMITATION SHALL APPLY NOTWITHSTANDING THE FAILURE OF THE ESSENTIAL PURPOSE OF ANY EXCLUSIVE OR LIMITED REMEDY. IN EVERY INSTANCE INVOLVING INACCURACIES OR MISTAKES IN THE AUTHORIZED COURSES OR COURSE MATERIALS, AS REASONABLY DETERMINED BY JUNIPER IN ITS SOLE DISCRETION, JUNIPER'S SOLE RESPONSIBILITY AND JNCAAM'S SOLE REMEDY SHALL BE CORRECTION OR REPLACEMENT OF SUCH MATERIALS IN THE AUTHORIZED COURSES OR COURSE MATERIALS BY JUNIPER IN A REASONABLE AMOUNT OF TIME.

11. **Warranty Disclaimer.** Except as expressly set forth in this Agreement, and to the extent permitted by applicable Law, JUNIPER (ON BEHALF OF ITSELF AND ITS AFFILIATES) MAKES NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, ANY WARRANTIES OF MERCHANTABILITY, NONINFRINGEMENT OR FITNESS FOR A PARTICULAR PURPOSE WITH RESPECT TO THE AUTHORIZED COURSES, COURSE MATERIALS, OR OTHER MATERIALS PREPARED AND SUPPLIED BY OR ON BEHALF OF JUNIPER UNDER THIS AGREEMENT. JNCAAM ACKNOWLEDGES THAT



IT HAS INDEPENDENTLY EVALUATED THE POTENTIAL RISKS AND BENEFITS OF ENTERING INTO THIS AGREEMENT AND OF PERFORMING UNDER THIS AGREEMENT. JNCAAM ACKNOWLEDGES THAT IT HAS IN NO WAY RELIED ON ANY ASSURANCES OR REPRESENTATIONS OF JUNIPER OR ANYONE PURPORTING TO ACT ON ITS BEHALF REGARDING THE POTENTIAL FUTURE BUSINESS, PROFITS, OPPORTUNITIES, REVENUES, COSTS OR CAPITAL INVESTMENTS.

## 12. Termination.

12.1. Either party may terminate this Agreement for cause if the other party breaches any material term or condition of this Agreement and fails to cure such breach within ten (10) days following receipt of written notice of termination from the non-breaching party; whereupon, such termination shall be effective immediately at end of the ten (10) day cure period.

12.2. Either party may terminate this Agreement without cause by providing the other party with no less than ninety (90) days advance written notice.

12.3. Effect of Termination. Upon termination of this Agreement:

12.3.1. Each party shall promptly return to the other party, or destroy upon the disclosing party's written approval, all Confidential Information of the disclosing party in its possession or control, and shall provide the disclosing party with a written certification signed by one of its officers certifying to the return or destruction, of such Confidential Information.

12.3.2. JNCAAM shall promptly discontinue use of the Juniper Marks and return to Juniper all materials and uses containing such Juniper Marks, and Juniper shall promptly discontinue use of the JNCAAM Marks and return to JNCAAM all materials and uses containing such JNCAAM Marks. Each party shall provide the other party with a written certification signed by one of its officers certifying to the return or destruction, of the other party's marks identified herein.

12.3.3. As instructed and requested by Program Manager, within thirty (30) days after termination of this Agreement, JNCAAM shall return or destroy all materials, documents, plaque(s), etc., related to the JNCAA program. If Program Manger authorizes destruction of such materials, JNCAAM shall provide Juniper with a written certification signed by one of its duly authorized officers or high-ranking executive, management or representative employee certifying the destruction of all such materials.

12.4. No Damages for Termination. Neither party will be liable to the other party for any claims or damages of any kind arising out of the termination of this Agreement in accordance with this Section 12, including any incidental or consequential damages, including without limitation any compensation, reimbursement for the loss of prospective profits, anticipated sales or goodwill. However, termination will not extinguish any liability of either party arising before termination of this Agreement.

## 13. Miscellaneous.

13.1. Governing Law. This Agreement shall be interpreted and governed by the Territory Law.

13.2. Dispute Resolution. If section 14.25(a) applies:

(1) any dispute arising out of or in connection with this Agreement, including any question regarding its existence, validity or termination, shall be referred to and finally resolved by arbitration administered by the Singapore International Arbitration Centre ("SIAC") in accordance with the Arbitration Rules of the Singapore International Arbitration Centre ("SIAC Rules") for the time being in force, which rules are deemed to be incorporated by reference in this clause. The seat of the arbitration shall be Singapore. The Arbitral Tribunal shall consist of a sole Arbitrator. The language of the arbitration shall be English;

(2) nothing in this section 13.2 shall preclude any party from seeking interim relief(s) or order(s) for interim preservation in the courts of the Territory Law ("Territory Court"), and the parties agree to submit to the exclusive jurisdiction of the Territory Court for this purpose. The parties agree that any such application to the Territory Court shall not be considered as demonstrating an intention to act inconsistently in any way with these terms to settle disputes by arbitration in accordance with this section 13.2;

(3) notwithstanding sections 13.2(1) and 13.2(2), either party may seek interim injunctive relief in the Territory Court with respect to any alleged breach of confidentiality or such party's intellectual property or proprietary rights; and

(4) the Parties agree that any disputes arising out of or in connection with this Agreement which the Territory Law specifically prohibits from being resolved by arbitration, shall be subject to the exclusive jurisdiction of the Territory Court and the Parties agree to submit to the exclusive jurisdiction of the Territory Court in respect of all disputes that cannot be resolved by arbitration.

13.3. Compliance with Laws. JNCAAM and its personnel shall always comply with the Compliance Rules.

13.4. Force Majeure. Neither Party will be responsible for any failure or delay in performance due to causes beyond its reasonable control, provided such Party promptly notifies the other Party in writing of such event.

13.5. Assignment. JNCAAM may not assign or delegate or otherwise transfer its licenses, rights, or duties under this Agreement except with the prior written consent of Juniper. Any attempted prohibited assignment will be void. Juniper may assign, sub-contract or delegate any or all of its rights and/or its obligations under this Agreement to any Affiliate of Juniper without the consent of JNCAAM. Subject to the foregoing, this Agreement shall be binding upon and inure to the benefit of the Parties hereto and their successors and assigns.

13.6. Notices. Any notices related to this Agreement must be in writing and sent by registered mail or receipted courier service, in the case of: (i) Juniper, to the Address Details; and (ii) the JNCAAM, to the address provided by the JNCAAM. Juniper may

permit other notification methods as described in the Onboarding Information. Notices may also be posted on the relevant Juniper website.

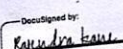

- 13.7. **Severability; Remedies; Waiver.** In the event that any one or more provisions contained herein shall be held by a court of competent jurisdiction to be invalid, illegal, or unenforceable in any respect, the validity, legality, and enforceability of the remaining provisions contained herein shall not in any way be affected or impaired. Except as otherwise expressly provided herein, the remedies contained herein are cumulative and in addition to any other remedies at law or equity. A Party's failure to enforce any provision of this Agreement shall not constitute a waiver of any future enforcement of that or any other provision of this Agreement.
- 13.8. **No Third-Party Beneficiaries.** This Agreement does not constitute a third party beneficiary contract and, unless expressly and specifically stated in this Agreement, shall not be construed to be for the benefit of any person or entity not a party hereto, and no such person or entity shall have any license, right, or claim in connection with this Agreement.
- 13.9. **Guidelines and Policies.** Juniper may at any time modify any Online Policies, Guidelines and Procedures effective when posted to the applicable site, provided that no such modification shall affect the provision of Authorized Courses or Course Materials prior to the effective date of such modification. By accessing or using Authorized Courses or Course Materials under this Agreement, JNCAAM understands that it is bound by Juniper's then-current version of its Online Policies, Guidelines and Procedures.
- 13.10. **Entire Agreement; Amendment.** This Agreement, including any attachments, URLs, and Online Policies, Guidelines and Procedures incorporated by reference herein, constitute the entire agreement between the Parties and supersede all previous and/or contemporaneous agreements and understandings, whether oral or written, between the Parties hereto with respect to the subject matter of this Agreement. No waiver, consent, modification, amendment or change of the terms contained herein shall be binding unless in writing and signed by the relevant authorized representatives of each of the Parties.

**14. Glossary**

- 14.1. "**Address Details**" means the Juniper corporate address as set forth at <https://www.juniper.net/us/en/contact-us/corporate> counsel/, but does not include any email address (if listed).
- 14.2. "**Affiliate**" of a party means, any entity and its successors controlled by, controlling, or under common control with, such party where "control" in any of the foregoing forms means ownership, either direct or indirect, of more than 50% of the equity interest entitled to vote for the election of directors or equivalent governing body. An entity shall be considered an Affiliate only so long as such entity continues to meet the foregoing definition.
- 14.3. "**Authorized Course(s)**" means all Juniper certification courses at the associate and specialist certification levels listed at [https://jncaa.juniper.net/wp-content/uploads/JNAA-Paths\\_062218.pdf](https://jncaa.juniper.net/wp-content/uploads/JNAA-Paths_062218.pdf) and located on the Junos Learning Portal.
- 14.4. "**Authorized Reseller**" means a reseller of Lab Equipment that sells Lab Equipment contracts to End Users pursuant to a contract with Juniper to conduct such resale activities.
- 14.5. "**Business Partner Code of Conduct**" means the code of conduct which is located and accessible at <http://www.juniper.net/assets/us/en/local/pdf/additional-resources/business-partner-code-of-conduct.pdf>.
- 14.6. "**Codes**" means: (a) Juniper's Business Partner Code of Conduct; and (b) any other policies, guidelines, or references Juniper makes available to JNCAAM from time to time.
- 14.7. "**Compliance Rules**" means: (a) Laws; (b) any legislation or regulation with respect to anti-bribery, anti-slavery, anti-corruption (including the U.S. Foreign Corrupt Practices Act and the UK Bribery Act) or anti-terrorism; (c) any Export Laws; and (d) any Codes.
- 14.8. "**Course Materials**" means materials or other intellectual property developed by Juniper for distribution to and use by JNCAAM and/or JNCAAM students; and include, but are not limited to, online materials provided via the Juniper Learning Portal at the JNCAA Website, course books, Juniper instructor guides, other reference and supporting materials and documentation used for instruction and teaching students, and Derivative Materials.
- 14.9. "**Derivative Materials**" means any and all derivative materials (within the meaning of Section 101 of the U.S. Copyright Act of 1978, as amended) based on any Course Materials or other copyrighted works of Juniper, whether created by Juniper or not.
- 14.10. "**Documentation**" in any form whatsoever, means any Juniper manuals, guides, specifications, tables, charts, diagrams, pictures, schematics, plans, methods, reports or testing procedures, and any information required for training or education purposes and includes any updates, changes, or derivatives of the foregoing.
- 14.11. "**End User**" means the person or organization that originally purchases, or licenses Lab Equipment from an Authorized Reseller for use in such person's or organization's own business operations and not for further distribution or sale.
- 14.12. "**End User Data**" means all information submitted by JNCAAM to Juniper, which may include third party data that JNCAAM submits to Juniper.
- 14.13. "**Export Laws**" means any export and import controls and trade sanctions as described at <https://www.juniper.net/assets/us/en/local/pdf/additional-resources/juniper-networks-shipping-terms-exhibit.pdf>.
- 14.14. "**JNCAA**" means the Juniper Networks Cloud and Automation Academy.

- 14.15. "JNCAAM" means the Party referenced in the Preamble participating in the JNCAA program under this Agreement.
- 14.16. "JNCAA Website" means the JNCAA website located at <https://jncaa.juniper.net/>.
- 14.17. "Junos Learning Portal" means the online learning portal available at <https://learningportal.juniper.net>.
- 14.18. "Juniper's Website" means [www.juniper.net](http://www.juniper.net), including, but not limited to, the JNCAA Website and the Junos Learning Portal.
- 14.19. "Juniper" means, if Course Materials and/or Authorized Courses are provided by Juniper to a location in: (a) North America, Central America or South America, Juniper Networks (U.S.), Inc; (b) United Kingdom, Juniper Networks (U.K.) Limited; (c) India, Juniper Networks Solution India Private Limited; (d) Australia, Juniper Networks Australia Pty Ltd; or where a location is not listed above, Juniper Networks International B.V.
- 14.20. "Juniper Privacy Policy" means the Juniper Privacy Policy posted at the following URL: <https://www.juniper.net/us/en/privacy-policy/>.
- 14.21. "Laws" means laws, ordinances, codes, rules, standards, and regulations of any territory or jurisdiction.
- 14.22. "Onboarding Information" means information that Juniper provides to the JNCAAM (as updated from time to time) for the purposes of transacting under this Agreement and, in the case where JNCAAM provides information to Juniper, may include End User Data.
- 14.23. "Online Policies, Guidelines and Procedures" means, without limitation, any policies, guidelines, or procedures, that are applicable to the JNCAA program, referenced in this Agreement, and/or posted at Juniper's Website.
- 14.24. "Program Manager" means the JNCAA manager responsible for oversight of the JNCAA program, as designated by Juniper. The Program Manager may, in Juniper's sole discretion, be changed from time-to-time.
- 14.25. "Territory Law" means: (a) in the case where all of the Parties to this Agreement are incorporated in India, the laws of India and, subject to section 13.2, the Parties consent to the personal and exclusive jurisdiction of the courts in New Delhi; or (b) in all other cases, the laws of the State of California without regard to its conflict of laws principles or to the U.N. Convention on Contracts for the International Sale of Goods, the application of which is hereby excluded and any disputes arising out of this Agreement, the Parties consent to the personal and exclusive jurisdiction of, and venue in, the state and federal courts within Santa Clara County, California.

The Parties are signing this Agreement by their duly authorized officers or representatives.

<b>Juniper</b> (as defined in section 14.19 above)	SRK Institute of Technology	
DocuSigned by:  (Authorized Representative – Signature)	DocuSigned by:  (Authorized Representative – Signature)	
Rajendra Kane (Authorized Representative – Printed)	Dr D. Haritha (Authorized Representative – Printed)	
Finance Controller December 2021 (Title) (Date)	HOD CSE (Title)	2-12-2021 (Date)

Juniper Networks  
*Business*  
 Approved As To Form  
 Business

EXHIBIT A  
NON-BINDING TERMS

1. Scope and Intent

EduSkills and SRK Institute of Technology have decided to work together for the purpose of expanding digital skills into higher education system through offering various world class technical programs in Networking, Cybersecurity, Cloud computing, automation, RPA and other industry 4.0 skills to the colleges and their students.

2. Proposed obligations of EduSkills:

- To offer digital content and courses of up to 8 global academy programs to its member institution.
- To offer LMS of the academy programs, where ever applicable.
- To offer branding collaterals access and usage of academy programs.
- 'Train the Trainers' to the nominated educators by the institution.
- Virtual orientation session/workshop for the institution.
- In-person/remote support for any troubleshooting needed during the onboarding process.
- To offer opportunities to participate in job fairs, seminars, conferences and any regional/national/global competitions or platforms for the students, educators and/or institution's leadership.

3. Proposed Obligations of SRK Institute of Technology:

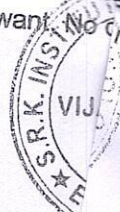
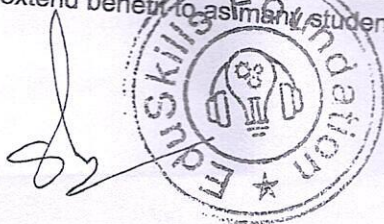
- To create awareness for adoption and registration of technical courses from interested students.
- To nominate a point of contact who could monitor and review the program updates.
- Pay membership fee every year. Following year's membership fee can be incremented on nominal basis, if the need arises. Agreement to be renewed after 3 years.
- GoDaddy Academy: Minimum 50 students commitment every year.
- VMware Academy: Yearly subscription fee needs to be paid to VMware directly.
- Institution need to bear the expense for the AWS, GoDaddy & Red Hat Global Certification fee of faculties as its mandatory.
- Minimum 100 students commitment for each academy program every year.
- To ensure following pre-requisites to be followed by the participating colleges:
  - a. High speed broadband connectivity, computer labs for relevant courses and classroom IT set-up for all participating institutions.
  - b. Identify upto 2 (Two) Educators with required qualification like Engineers/MCA in Computer Science/IT/Electronics, etc. or experienced diploma holders receive Training of Trainers for each academy program.

4. Annual Membership Fee

- Year 1: INR 40,000 + Training fee + GST
- Year 2: INR 40,000\* + GST
- Year 3: INR 40,000\* + GST

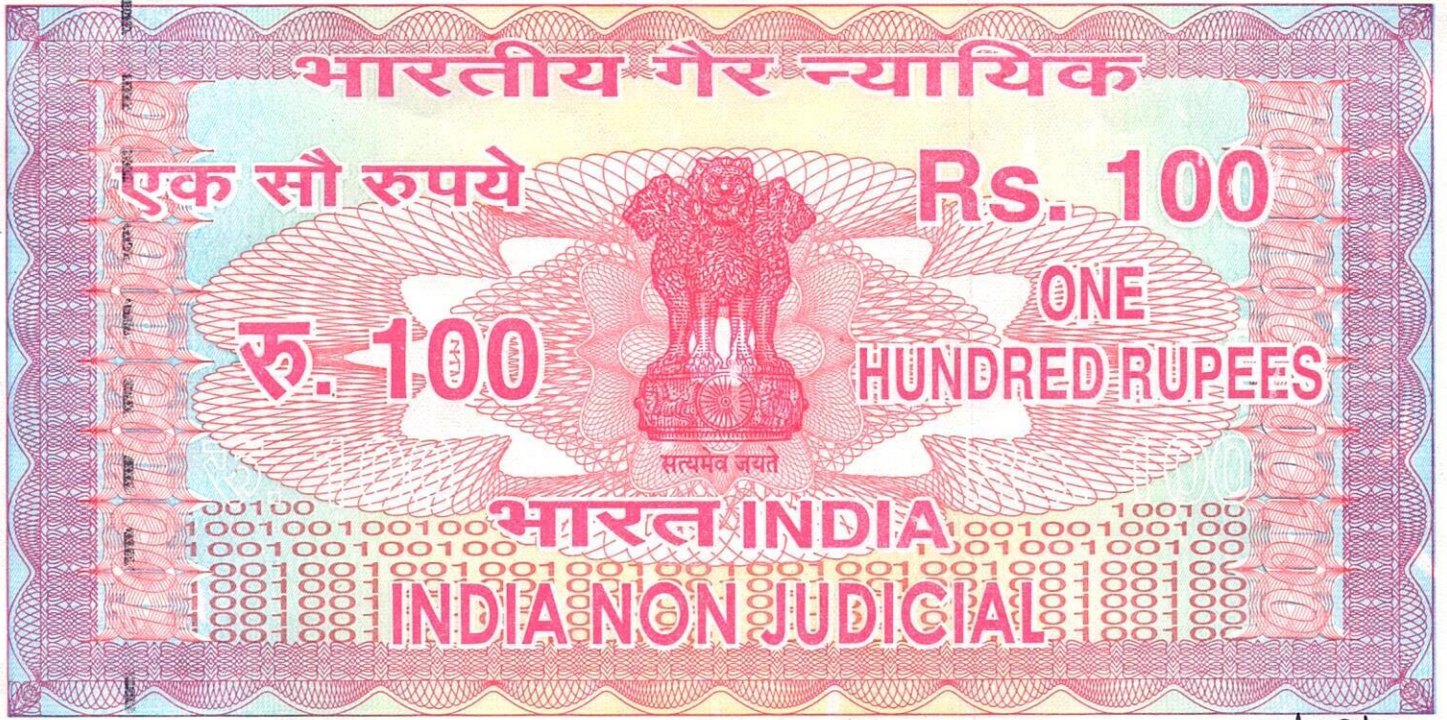
\* Can be incremented annually on a very nominal basis.

Please Note: This fee applies on institutions. EduSkills will not charge from the students. Institutions may enroll and extend benefit to as many students they want. No number of students.



Signature of a representative from SRK Institute of Technology.





ఆంధ్రప్రదేశ్ రాష్ట్రం ANDHRA PRADESH

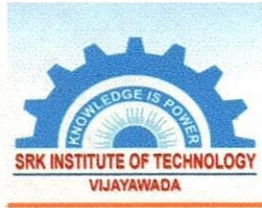
S.No. 3324 Date 18/3/2020 Rs. 100/-

Sold to Sri: S R K. Foundation VJA Rep by

For Whom: K. Ashok S/o K. Rama Das, VJA

CR 691480

VALLABHANENI SILPA  
LICENSED STAMP VENDOR  
O.L.No.08/2013  
R.L.No.06-21-017/2020  
D.No. 60-29-4, Ashok Nagar  
Vijayawada-10. Cell:9491755448



### MEMORANDUM OF UNDERSTANDING

BETWEEN

SRK INSTITUTE OF TECHNOLOGY

AND

ADMINISTRATIVE STAFF COLLEGE OF INDIA (ASCI) HYDERABAD

This MoU is made and executed on the 23 December 2020

BETWEEN

SRK Institute of Technology, Enikepadu Vijayawada – 521 108, Andhra Pradesh

**AND**

Administrative Staff College of India, Bella Vista, Raj Bhavan Road, Khairatabad,  
Hyderabad, Telangana 500082

**SRK Institute of Technology, Enikepadu, Vijayawada – 521108, Andhra Pradesh,** (herein after called SRKIT) is affiliated to Jawaharlal Nehru Technological University, Kakinada, Andhra Pradesh. SRKIT has taken a progressive step in the field of sanitation by initiating actions for incorporating Open Defecation Free ++ (ODF ++)/ Faecal Sludge and Septage Management (FSSM) in the certification program soon to be launched at SRKIT. Also, it is decided to take a step towards sensitizing motivated students working in the field of FSSM. This would go a long way in realizing the vision of making Andhra Pradesh an ODF++state.

SRKIT herewith has taken yet another progressive step towards girl students. Despite growing number of girl students in engineering streams, there is still a gender gap that needs to be bridged. In this regard, it is decided to take a step in sensitizing the community on the need for empowerment of women. Also, if girl students are trained as change makers for environment related issues, it will go a long way in protecting the environment and society.

**Administrative Staff College of India** (herein after called ASCI) is a leading institution offering training, research and consultancy services in the field of urban management (amongst other areas) with a focus on urban sanitation and water. The ASCI is a knowledge partner to Government of Andhra Pradesh (GoAP) for helping the state achieve its urban sanitation goals. The ASCI has established a Technical Support Unit (TSU) at Swachha Andhra Corporation which also supports the Commissioner and Directorate of Municipal Administration (CDMA) in implementing the Faecal Sludge and Septage Management (FSSM) policy and all the activities within that. With a view to sustain the sanitation improvements being undertaken by the GoAP, ASCI is committed to build the capacities of academic and research institutes of repute.

**The Memorandum of Understanding covers the following points:**

1. ASCI to support SRKIT in developing syllabus and support material to introduce

course on Faecal Sludge and Septage Management in the Environmental Science subject in the SRKIT from the academic year 2020-2021 onwards.

2. ASCI to provide internship opportunities to students.
3. ASCI to provide research and consulting assignments to faculty members in FSSM as and when an opportunity arises.
4. ASCI to undertake training of faculty members of SRKIT on FSSM.
5. SRKIT to organize academic and professional seminars, workshops on FSSM
6. SRKIT to introduce a Certificate course on Faecal sludge and Septage Management. SRKIT will finalize syllabus and course material in consultation with ASCI.
7. SRKIT to organize training programs on sanitation (ODF, ODF+, ODF++) for different stakeholder groups in partnership with ASCI.
8. ASCI to hold conduct guest lectures, seminars and workshops to impart knowledge of opportunities and tools available and train women.
9. ASCI to hold seminars/workshops to educate on women specific health issues and measures to be taken.

The responsibilities of the two parties under each of the aforementioned topics are elucidated in the following table:

<b>Topic</b>	<b>Department of Environment Science</b>	<b>ASCI</b>
Introduce a unit on FSSM and over a period of time develop and introduce FSSM Certificate course.	<ul style="list-style-type: none"> <li>• Obtain approval for introduction of unit on FSSM as a mandatory unit from academic year 2020-2021 onwards and Certificate course on FSSM from academic year 2020-2021 onwards. To develop the Certificate course in consultation with ASCI.</li> </ul>	Support development of course content.
Provide fellowship to faculty members in the area of Faecal Sludge and Septage Management from the year 2020-2021 onwards.	<ul style="list-style-type: none"> <li>• Identify faculty to be offered fellowship and submit to ASCI with their bio-data for acceptance.</li> <li>• Shortlisted suitable faculty (about 2 faculty members per year) through a screening process jointly</li> </ul>	Provide a stipend of Rs. 10000 to each faculty per month for a period of three months, for a maximum of 2 faculties from the year 2020-2021. Additional assistance



	<p>managed by SRKIT and ASCI.</p> <ul style="list-style-type: none"> <li>• Identify one senior faculty co-coordinator to work with faculty members executing the projects identified in consultation with ASCI.</li> <li>• Fellowship involves frequent travel to identified project sites, collection of data, report preparation etc.</li> <li>• Submit fortnightly progress report of the project to ASCI on the identified projects. These reports would be guided and finalized by concerned faculty member prior to submission.</li> <li>• Submit one hard copy and soft copy of the completed project report to ASCI.</li> <li>• Submit monthly certificate for the release of payment of Fellowship.</li> </ul>	<p>will be extended to cover travel expenses and any other project related expenditure upon taking prior approval.</p>
<p>Provide internship opportunities to Final Year B.Tech students</p>	<ul style="list-style-type: none"> <li>• Identify candidates to be offered internship and submit to ASCI with their bio-data for acceptance, at least 30 days in advance.</li> <li>• Shortlist suitable candidates (maximum of 6 candidates per academic year) through a screening process jointly managed by SRKIT and ASCI.</li> </ul> <p>Identify faculty coordinating with the selected students in executing the projects identified in consultation with ASCI.</p>	<ul style="list-style-type: none"> <li>• Provide opportunities for internship. No stipend will be paid. ASCI will cover travel and other incidental expenses.</li> </ul>
<p>Training faculty members in the</p>	<ul style="list-style-type: none"> <li>• Identify and send details of the faculty members along</li> </ul>	<ul style="list-style-type: none"> <li>• Sponsor maximum of 2 faculty</li> </ul>

Department of Environment Science.	<p>with their bio-data for acceptance by ASCI.</p> <ul style="list-style-type: none"> <li>• After completion of the programme, the faculty shall submit a report on the training programme and how they are planning to implement their learning.</li> </ul>	<p>members per academic year for training programme on FSSM with reputed institutions, including programme fee and travel, boarding and lodging, subject to the acceptance.</p>
Providing consulting assignments to trained faculty members.	<ul style="list-style-type: none"> <li>• SRKIT and ASCI to jointly identify areas of contribution by faculty members.</li> <li>• SRKIT to submit formal proposal detailing scope, methodology, expected outcomes, cost etc</li> </ul>	<ul style="list-style-type: none"> <li>• ASCI to provide a consultation fee based on the assignment as per formal proposal mutually agreed.</li> </ul>
Collaborate in other academic and professional activities to promote FSSM.	<ul style="list-style-type: none"> <li>• SRKIT to develop proposals for conferences, workshops, training programs etc on FSSM for joint conduct and delivery with ASCI.</li> <li>• Organize and provide venue for the above.</li> </ul>	<ul style="list-style-type: none"> <li>• ASCI to provide technical support as per mutual agreement.</li> </ul>
Development of FSSM laboratory and incubation centre.	<ul style="list-style-type: none"> <li>• SRKIT to develop proposals for enhancing existing lab to lab with FSSM capabilities and for establishing incubation centre for FSSM.</li> </ul>	<ul style="list-style-type: none"> <li>• ASCI to support in identifying suitable financial and technical partners for SRKIT.</li> </ul>



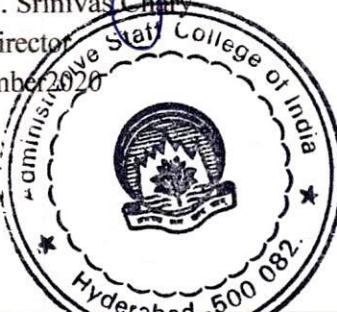
- ASCI to retain the right to future use of the developed material with other institutions.
- This MoU shall become effective upon signature by the authorized officials from SRKIT and ASCI and will remain in effect until modified or terminated by anyone of the partners by mutual consent. Any one party may dissolve it by addressing a letter to the other party.
- In order to have a smooth functioning of operations it is agreed by both parties that SRKIT will identify one faculty member to co-ordinate with ASCI and similarly

ASCI will identify one faculty member to co-ordinate with SRKIT on the agreed activities.

- In the event of disputes between the parties, the same shall be resolved amicably.
- Nothing in this MoU prevents either party from entering in to a similar MoU with another party.
- This MoU is legally non binding. This is only for the purpose of recording the common interest of both the parties.

#### Expected Timelines

ACTIVITY	TIME FRAME
Course development.	One month from signing of the MoU and approval by the SRKIT
Incorporating the FSSM in the Environmental Science Subject of B.Tech and as a Certificate Course.	From the Academic Year 2020-2021.
Rolling out of fellowship scheme for a period of 3 months (max).	From the Academic Year 2020-2021.
Training program for faculty members.	During the MoU validity period.
Proposals for workshops, conferences, lab, incubation centers.	From the Academic Year 2020-2021.
Proposals for women leadership training pogrammes.	From the Academic Year 2020-2021.

For and on behalf of <b>SRK Institute of Technology</b>	For and on behalf of <b>Administrative Staff College of India</b>
Signature: 	Signature: 
Name: Dr. M. Ekambaram Naidu Designation: Principal Date: 23 Decemebr2020	Name: Prof. V. Srinivas Chary Designation: Director Date: 23 Decemebr 2020
<b>Stamp</b> <b>PRINCIPAL</b> <b>SRK Institute of Technology</b> <b>ENIKEPADU, VIJAYAWADA-521 109</b>	<b>Stamp</b> 



# **MEMORANDUM OF UNDERSTANDING (MOU)**

**BETWEEN**

**SRK INSTITUTE OF TECHNOLOGY  
VIJAYAWADA**

**And**

**VISION CASTINGS AND ALLOYS  
TARAMATIPET, TELANGANA**

## **MEMORANDUM OF UNDERSTANDING**

This **Memorandum of Understanding** (hereinafter called as the 'MOU') is entered into on this the 16<sup>th</sup> April, 2021.

### **BETWEEN**

**SRK INSTITUTE OF TECHNOLOGY, ENIKEPADU, VIJAYAWADA, AP-521108, the First Party** represented herein by its **Dr. M. Ekambaram Naidu / Dr. P. KishoreKumar** (hereinafter referred as '**First Party**', the institution which expression, unless excluded by or repugnant to the subject or context shall include its successors – in-office, administrators and assigns).

### **AND**

**VISION CASTINGS AND ALLOYS, TARAMATIPET, TELANGANA, the Second Party**, and represented herein by its Zonal / Divisional Head, **PRUDVI / PUNNAIAH P P**, (hereinafter referred to as "**Second Party**", company which expression, unless excluded by or repugnant to the subject or context shall include its successors – in-office, administrators and assigns).

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

**WHEREAS:**

- A) First Party is a Higher Educational Institution named: **SRK INSTITUTE OF TECHNOLOGY**
- B) First Party & Second Party believe that collaboration and co-operation between themselves will promote more effective use of each of their resources, and provide each of them with enhanced opportunities.
- C) The Parties intent to cooperate and focus their efforts on cooperation within area of Skill Based Training, Education and Research.
- D) Both Parties, being legal entities in themselves desire to sign this MOU for advancing their mutual interest;
- E) **VISION CASTINGS AND ALLOYS**, the Second Party is engaged in Business, Manufacturing, Stir castings, machining & testing Services in the fields of- manufacture of Aluminum, Magnesium, zinc , copper , Mild steel.

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

**CLAUSE 1 CO-OPERATION**

- 1.1 Both Parties are united by common interests and objectives, and they shall establish channels of communication and co-operation that will promote and advance their respective operations within the **Institution** and its related wings. The Parties shall keep each other informed of potential opportunities and shall share all information that may be relevant to secure additional opportunities for on each other.
- 1.2 First Party and Second Party co-operation will facilitate effective utilization of the intellectual capabilities of the faculty of First Party providing significant inputs to them in developing suitable teaching / training systems, keeping in mind the needs of the industry, the Second Party.
- 1.3 The general terms of co-operation shall be governed by this MOU. The Parties shall cooperate with each other and shall, as promptly as is reasonably practical, enter into all relevant agreements, deeds and documents (the 'Definitive Documents') as may be required to give effect to the actions contemplated in terms of this MOU. The term of Definitive Documents shall be mutually decided between the Parties. Along with the Definitive Documents, this MOU shall represent the entire understanding as to the subject matter hereof and shall supersede any prior understanding between the Parties on the subject matter hereof.

## CLAUSE 2 SCOPE OF THE MoU

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



- 2.5 **Research and Development:** Both Parties have agreed to carry out the joint research activities in the fields of research oriented innovation technologies. It includes creating a plethora of opportunities for students, researchers and academicians to interact with industries in application development for societal benefits.
- 2.6 **Skill Development Programs:** Second Party to train the students of First Party on the emerging technologies in order to bridge the skill gap and make them industry ready.
- 2.7 **Guest Lectures:** Second Party to extend the necessary support to deliver guest lectures to the students of the First Party on the technology trends and in house requirements.
- 2.8 **Faculty Development Programs:** Second Party to train the Faculties of First Party for imparting industrial exposure/ training as per the industrial requirement considering the National Occupational Standards in concerned sector, if available.
- 2.9 Both Parties to obtain all internal approvals, consents, permissions, and licenses of whatsoever nature required for offering the Programs on the terms specified herein
- 2.10 There is no financial commitment on the part of the **SRK INSTITUTE OF TECHNOLOGY**, the First Party to take up any program mentioned in the MoU. If there is any financial consideration, it will be dealt separately.

### CLAUSE 3 INTELLECTUAL PROPERTY

3.1 Nothing contained in this MOU shall, by express grant, implication, estoppels or otherwise, create in either Party any right, title, interest, or license in or to the intellectual property (including but not limited to know-how, inventions, patents, copy rights and designs) of the other Party.

### CLAUSE 4 VALIDITY

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

### CLAUSE 5 RELATIONSHIP BETWEEN THE PARTIES

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



SRK INSTITUTE OF TECHNOLOGY

PRINCIPAL

SRK Institute of Technology  
ENIKEPADU, VIJAYAWADA-521 108



VISION CASTINGS AND ALLOYS

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

**AGREED:**

For SRK INSTITUTE OF TECHNOLOGY

  
 \_\_\_\_\_  
 Authorized Signatory  
 PRINCIPAL

**SRK Institute of Technology**  
 ENIKEPADU, VIJAYAWADA-521 109



For VISION CASTINGS AND ALLOYS,  
 For VISION CASTINGS AND ALLOYS

\_\_\_\_\_  
 Authorized Signatory Partner



SRK INSTITUTE OF TECHNOLOGY	VISION CASTINGS AND ALLOYS
SRK INSTITUTE OF TECHNOLOGY, ENIKEPADU, VIJAYAWADA, AP-521108	Sy.No, 253, Taramatipet, Abdullapurmet (m), Telanagana
Dr. M. Ekambaram Naidu, Principal	Prudvi Peddireddi, Managing Partner
E-mails: srktech@gmail.com	E-mails: visioncastings@gmail.com
Web www.srkit.in	Ph : 9032386568

Witness1:

  
 \_\_\_\_\_  


Witness3:



Witness2:

  
 \_\_\_\_\_  


Witness4:



## **L4G CAMPUS PARTNERSHIP AGREEMENT WITH SRK**

1. **THIS L4G CAMPUS PARTNERSHIP AGREEMENT ("Agreement")** is made and entered into as of the 16th day of June, 2021 (the "**Effective Date**"), by and between
2. **L4G SOLUTIONS PRIVATE LIMITED** (CIN No. U80301TG2019PTC135505), a Company Registered under the laws of India, having its corporate office at Plot No. 280, Road No. 78, Jubilee Hills, Hyderabad 500033, India (referred to as "**L4G**" or "**FIRST PARTY**"); AND
3. **SRK Institute of Technology**, a College, having its campus at GM7W+862, Enikepadu, Vijayawada, Andhra Pradesh, India 521108 (referred to as "**SRK**" or "**Campus Partner**" or "**SECOND PARTY**");
4. Both L4G and SRK shall be individually referred to as "Party" and jointly as "Parties";

### **RECITALS**

5. WHEREAS, L4G is a one-stop integrated platform that creates an end-to-end ecosystem for Education, Skill, Employability and Entrepreneurship. L4G connects the dots in the system through effective collaboration between the dynamic group of stalwarts which comprises of educationists, academicians, industrialists, ex-government officials, technology partners, Human Resource Specialists, Start-up Entrepreneurs and large pool of trainers across multiple disciplines;
6. WHEREAS, L4G is working with Knowledge Partners like Coursera, Google, AWS, The Institute for Enterprise Growth Foundation etc. to work with higher educational institutions ('Campus Partners') pan India for use by their Students and Faculty ("Users") through L4G Aggregator Framework.
7. WHEREAS, SRK is a Higher Educational Institution in the field of Engineering and Education;
8. WHEREAS the Parties have agreed to enter into a relationship, certain confidential information including and without limitations - technical, patented, financial information and trade secrets may be disclosed between parties;
9. WHEREAS, the Parties have agreed as set forth the scope of work here in this Agreement and associated price for L4G's Aggregator Platform in furtherance of the terms of this Agreement;
10. **NOW, THEREFORE**, in consideration of the promises hereinafter contained, the parties hereby agree as follows:
  - a. **Purposes and Authority:** The purpose of this Agreement is to set forth the mutually agreeable terms and conditions under which both parties will cooperate in order to provide L4G's Aggregator Platform to the 'Users' of SRK.
  - b. **Term, Fees and Billing:** The Term of this agreement is for one year. L4G will invoice the Campus Partner or the 'Users' directly as per the price mutually agreed under this Agreement – Annexure I Price Schedule. The Campus Partner shall ensure that the payments from all the 'Users' shall be paid to L4G either by the Campus Partner by collecting from 'Users' or the 'Users' directly paying to L4G. All

Fees hereunder are non-cancelable and non-refundable upon issuance of any invoice or User License by L4G.

c. **Taxes:** The price is exclusive of applicable GST/IGST. The applicable GST/IGST will be charged to the User at the time of issuance of Invoice by L4G.



d. **Parts of this Agreement:** This Agreement consists of the Annexures listed below, which are part and parcel of this Agreement.

- i. Annexure – I: L4G's Aggregator Platform
- ii. Annexure – II: Price Schedule

e. **Entire Agreement:** This Agreement, and all Annexures and documents referenced herein, is the parties' entire agreement relating to its subject and supersedes any prior or contemporaneous agreements on that subject.

f. **Recitals:** The recitals to this Agreement shall be deemed to be part of the terms of this Agreement.

g. **Counterparts:** This Agreement may be executed in two counterparts, each of which shall be deemed an original Agreement for all purposes and which collectively shall constitute one and the same Agreement.

11. By signing below, the Parties agree to be legally bound by the terms and conditions set forth in this Agreement.

12. **IN WITNESS THEREOF**, the parties hereto have executed this Agreement as of the Effective Date.

For and on behalf of For and on behalf of:

**L4G Solutions Private Limited**

By

*I. Nagababu*



Name: Nagababu Irlapati  
Title: Project Manager  
Date: 16-June -2021

**SRK Institute of Technology**

By

*Dr. M. Ekambaram Naidu*

Name: Dr.M. Ekambaram Naidu  
Title: Principal

Date: 16-June-2021

**PRINCIPAL**

**S.R.K. INSTITUTE OF TECHNOLOGY  
ENIKEPADU, VIJAYAWADA.**

Witness:

1. Name: Irlapati Nagababu  
Address: Hyderabad  
Contact No: 91+ 9553770066

2. Name: *S. Sri Gowri*  
Address: *SRK Institute of Technology VJA.*  
Contact No: *7093322366*



**ANNEXURE - I**

**L4G CAMPUS PARTNERSHIP - FEATURES & BENEFITS**

**L4G's Aggregator Platform:**

- Coursera for Coronavirus Response Program (C4CV) Learning Assessment (mandatory for all learners) on:
  - Skills of Today + Skills for Career Success
  - Skills of Tomorrow + Skills for Career Success
- Get access to L4G Portal with Coursera for Coronavirus Response Program (C4CV) Performance Data
- Press release by Coursera-L4G-College on C4CV Journey
- Publish the Learning Outcomes to Recruiters (by College and L4G)
- Showcase the impact of Digital Learning through C4CV during the lockdown to External Agencies for Rankings and Accreditations through the College Digital Dashboard
- Digital Portfolio of the College as per its Governance structure
- Digital Dashboard of the College with L4G initiated programs (ongoing & coming up - free & paid) like Google, AWS, The Institute for Enterprise Growth Foundation, etc.
- Facilitate visibility of the College/Learners on Social Media
- Campus Recognition Certificates for College/Department - Online Learning
- Appreciation Certificates for Principal/HODs for their efforts to drive Online Learning
- Best Performer Certificates for Faculty/Students
- Digital Transformation Leader Certificates for SPOCs

**Dedicated online L4G Team:**

- Program (Customer Success) Manager
- Program Coordinator

**In addition to the above team; the following teams from L4G will provide Online Support:**

- Implementation & Planning Team
- Data Team
- Online Proctored Assessment Team
- Technical Support Team
- Portal & Dashboard Teams
- Digital Marketing Team

**SRK to provide the following details to L4G for effective implementation of this Agreement:**

1. Governance Structure for customization of the Portal and provide access
2. Reports & Analytics required
3. Recruiters Information to provide access to the Portal
4. Learning Assessment Schedule (dates to conduct online proctored assessment) for:
  - a. Skills of Today + Skills for Career Success
  - b. Skills of Tomorrow + Skills for Career Success

**L4G Solutions Private Limited**

By

*N. Nagababu*



Name: Nagababu Irlapati  
Title: Project Manager  
Date: 16-June-2021

**SRK Institute of Technology**

By

*Dr. M. Ekambaram Naidu*

Name: Dr.M. Ekambaram Naidu  
Title: Principal  
Date: 16-June-2021

**PRINCIPAL**  
**S.R.K. INSTITUTE OF TECHNOLOGY**  
**ENIKEPADU, VIJAYAWADA.**



**ANNEXURE - II**  
**L4G CAMPUS PARTNERSHIP - Price Schedule**

Year	No. of User Licenses/ Campus	Annual Price per User (INR)	Total Annual Amount (INR)
Academic Year 2021-22	1000	100 + 18% GST	Rs. 1,18,000/-

The price includes L4G's Aggregator Platform listed as per ANNEXURE - I

**Payment:** SRK should take the responsibility to consolidate the Users branch-wise and send the information to L4G after which L4G will raise the invoice.

The following are the options for Fee payment - to be paid within one week of L4G raising the Invoice:

Option 1: Users will pay to the College - College will pay to L4G

Option 2: Users will pay directly to L4G through online payment [here](#)

**L4G Solutions Private Limited**

By

*N. Nagababu*



Name: Nagababu Irlapati  
Title: Project Manager  
Date: 16-June-2021

**SRK Institute of Technology**

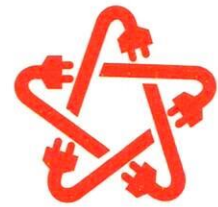
By

*Dr. M. Ekambaram Naidu*

Name: Dr.M. Ekambaram Naidu  
Title: Principal  
Date: 16-June-2021

**PRINCIPAL**  
**S.R.K. INSTITUTE OF TECHNOLOGY**  
**ENIKEPADU, VIJAYAWADA.**





APPLY VOLT

## MEMORANDUM OF UNDERSTANDING

SRK Institute of Technology, Vijayawada & APPLY VOLT, Vijayawada, A.P

### WHOM SO EVER CONCERN

This Memorandum of Understanding/Agreement (hereinafter referred to as MoU for convenience) is entered into on 18th October 2021

Between

SRK Institute of Technology, Vijayawada

And

APPLY VOLT, having registered office at #40-6/3-3, Srinilayam Building, II floor, Co-operative Bank Colony, Moghalrajpuram, Vijayawada-520010, A.P and hereinafter unless the context otherwise requires be referred to as ("APPLY VOLT")

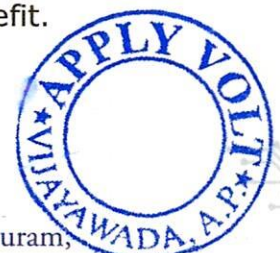
#### 1. Introductory: Partnership Objective

- 1.1. APPLY VOLT is a Value Added Technology Products and Solutions Provider in India. APPLY VOLT develops standard and custom system level products to Industry, provides VLSI, DSP and Embedded/PCB Solutions to Industry & provides Learning Solutions to Educational Institutions in the VLSI / DSP and Embedded Design space. APPLY VOLT serves in different vertical markets with its products and solutions. These sectors are Education, Defense & Corporate. All Solutions will have High Technology content and uniqueness, with its ability to provide diversity of products and solutions around these products.
2. SRK Institute of Technology, Vijayawada is a Leading College of repute in Krishna district, Andhra Pradesh, India and offers advanced teaching & research programs in the field of Engineering & Technology.
- 2.1. The Parties wish to cooperate with each other for mutual benefit.

#40-6/3-3, Sri Nilayam, 2nd Floor, Cooperative Bank Colony, Moghalrajpuram,

Vijayawada, Andhra Pradesh - 520010. Ph: +91 70135 34002

Email : support@applyvolt.com | GST No.: 37CGZPK4061J1ZP







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**3. Benefits:**

3.1. The Parties contemplate that they will benefit from this alliance as follows:

**3.2. Benefits to SRK Institute of Technology, Vijayawada, A.P.**

3.2.1. Opportunity to engage with the Industry on a regular basis to understand the needs of the industry and accordingly update the syllabus.

3.2.2. Opportunity to upgrade the infrastructure in VLSI, DSP, Embedded IOT, PCB solutions and other information technology-related topics.

3.2.3. Opportunity to collaborate with the industry for research programs, projects and student internships in the above fields.

3.2.4. Opportunity to procure various industry standard hardware and software tools pertaining to VLSI, DSP, embedded domain, IOT, PCB from a single organization on a need basis and save time consumed in commercial negotiations, leading to greater availability of time for teaching or student development programs.

3.2.5. Faculty development programs for teaching staff, advanced training to students.

3.2.6. Strengthening of the brand equity of the institution.

3.2.7. Students will be given an opportunity as interns in each academic year irrespective of branch.

3.2.8. Helping in organizing guest lectures from industry experts.

3.2.9. Improved marketability of students. Assistance in placements.

**3.3. Benefits to APPLY VOLT:**

3.3.1. Allocation of Work Space with the necessary infrastructure within the campus of SRK Institute of Technology, Vijayawada.

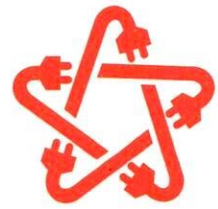
3.3.2. Sets a framework for the procurement of the industry standard hardware and software tools.



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3.3.3. Makes available a pool of trained engineers for hiring by APPLY VOLT or customers who use similar software and hardware.

3.3.4. Helps APPLY VOLT goal of proliferating the VLSI / DSP / PCB Designs and Embedded Technologies.

#### 4. Activities:

4.1. In order to implement the objectives of this MOU, the Parties contemplate the following activities to be undertaken by them.

4.2. The duration of such agreement can be extended on mutually agreed basis. Any change in MOU or on mutual concerns will be discussed internally and resolved by respective managements.

4.2. APPLY VOLT will set up Branch office or Nodal Centre for Labs in the area of VLSI / DSP / PCB and Embedded Systems with mutual agreement.

4.3. APPLY VOLT will help SRK Institute of Technology, Vijayawada to impart certified training programs for students in weekends, summer holidays, evening classes etc. The students will benefit from this as they will have a course completion certificate, project completion certificate and this will help them in the industry

4.4. APPLY VOLT will impart faculty development programs on VLSI / DSP/ IOT / PCB & Embedded Technologies and methodologies and other topics of interest to faculties/staffs of SRK Institute of Technology. This will be at discounted rates.

4.5. APPLY VOLT will offer advanced training programs to students of SRKIT on emerging technologies and design flows/methodologies to get them acquainted with the skills required by the industry. Such training programs shall be provided by APPLY VOLT at reduced rates compared to its standard prices.

4.6. APPLY VOLT will conduct paid/free training programs or internships not only for SRKIT, VITW students but also for other students across the state in this center.

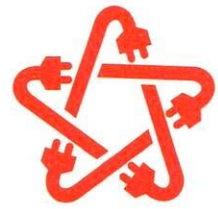
4.7. APPLY VOLT will offer valuable Industry Perspective inputs SRKIT in the area of curriculum upgrade and enhancement.



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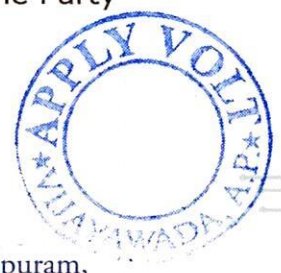


APPLY VOLT

- 4.8. APPLY VOLT may consider offering internships to SRK Institute of Technology & Vijaya Institute of Technology for women students and may provide assistance in getting internships to students with some of our/others customers.
- 4.9. The Parties shall conduct joint Technical Seminars, Workshops and Conferences for increasing the awareness of VLSI and embedded technology in colleges on regular basis.
- 4.10. SRKIT Faculties trained by APPLY VOLT can independently conduct training programs in "Nodal Center", and a Completion Certificate for all trainings will be issued jointly by SRKIT and APPLYVOLT.
- 4.11. SRK Institute of Technology should be providing the work space minimum of 1000 sft to APPLY VOLT as the rental free infrastructure including the Lab workstations & no electricity charges on Apply Volt within the campus premises till the end of the "MOU".
- 4.12. A co-ordination committee consisting of one faculty member of SRKIT, Vijayawada and One Engineer nominated by APPLY VOLT shall be constituted to implement and give effect to the objectives of this MOU.
- 4.13. APPLY VOLT In charge & SRKIT Co-coordinator on mutual concern will discuss & fix the timing for students as per the academic calendar. APPLY VOLT -SRKIT should respect individual timings for the above following activities.
- 4.14. Any damage to the infrastructure which is provided by the SRKIT to the center will be borne by the APPLY VOLT.
- 4.15. Properties belonging to APPLY VOLT, will be taken back or reused by the organization when so ever it requires for internal transfer or for the benefit of the company during the MoU period or after the MoU.

5. **Process:**

Every time an activity is initiated under this MOU which requires any rendering of services, or supply or products, or both, from one Party to another, the Parties shall, depending on the



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APPLY VOLT

Nature of the transaction, the consideration reserved, liabilities assumed and such other factors, execute a binding purchase order (PO), work order (WO), license agreement or other definitive contract.

**6. General:**

- 6.1. During their interaction under this MOU, the Parties may not disclose information of non-public nature which is valuable to each Party's business ("Confidential Information"). Use of Confidential Information shall be regulated by a non-disclosure agreement to be executed by the Parties. In the absence of such an NDA, the Party who is the recipient of Confidential Information shall keep confidential and not disclose to third parties such Confidential Information. Confidential Information shall be returned or destroyed upon written request by the party disclosing Confidential Information. All Confidential Information shall remain the exclusive property of the disclosing party or its licensors.
- 6.2. All rights, licenses and permissions to use any products supplied by APPLY VOLT shall be regulated by the terms of such supply, including any applicable product license agreements.
- 6.3. Notwithstanding anything to the contrary, APPLY VOLT liability shall be limited to direct damages not exceeding the price of any products supplied or services rendered to SRK Institute of Technology and shall not extend to any indirect damages of any nature whatsoever, including but not limited to, special, incidental, consequential, or punitive damages or loss of profits.
- 6.4. This MOU may be terminated by either party without assigning reasons by prior written notice of 60days.
- 6.5. Each Party is permitted to use the name, logo and other trademarks of the other Party on its website, marketing collateral and other publications. Depiction of such trademarks shall be in accordance with trademark usage guidelines.
- 6.6. Each Party shall be an independent contractor to the other and shall not be an agent, joint venture, or partner of the other.
- 6.7. Disputes under this MOU shall be resolved by discussion between such senior management functionaries as the Parties may nominate

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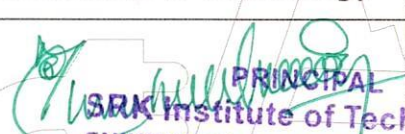
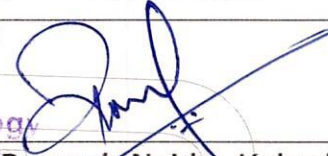


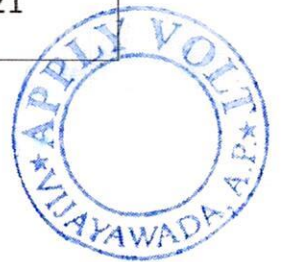
APPLY VOLT

6.8. for that purpose. If they fail to resolve a dispute amicably within 15 days of its commencement, the Parties shall refer the dispute to binding arbitration to a sole arbitrator at a place mutually agreed upon by both parties.

**SIGNATURES:**

6.9. **The MoU will be valid for a period of one year from the date of signing the MoU and can be renewed with mutual consent.**

	SRK Institute of Technology	APPLY VOLT
Signature	 PRINCIPAL SRK Institute of Technology SRIKEPADA, VIJAYAWADA-521	
Name	Dr M Ekambaram Naidu	Ramesh Naidu Kakarla
Title	<b>Principal</b>	<b>Proprietor</b>
Date	18 <sup>th</sup> October 2021	18 <sup>th</sup> October 2021



## MEMORANDUM OF UNDERSTANDING (MOU) BETWEEN

**SRK INSTITUTE OF TECHNOLOGY, ENIKEPADU, VIJAYAWADA  
AND  
MICROLINK INFORMATION TECHNOLOGIES**

This Agreement made and entered into on 20<sup>th</sup> October, 2021 between SRK Institute of Technology (here in after called as SRKIT) and Microlink Peripheral controls Pvt Ltd (here in after called as Microlink) situated at 1<sup>st</sup> floor Varun towers, Lenin Center, opposite to A.P. Study circle, Vijayawada, Andhra Pradesh. This MOU shall be valid for 1 year from the date and each party shall be at full liberty to terminate the collaboration with a notice period of 3 months.

### OBJECTIVES OF THE MOU:

The objective of this Memorandum of Understanding is:

- A. To promote interaction between SRKIT and Microlink in mutually beneficial areas.
- B. To provide a formal basis for initiating interaction between SRKIT and Microlink.

### PROPOSED MODES OF COLLABORATION:

SRK and propose to collaborate through

1. Exchanging of expertise by means of Guest Lectures, Technical Seminars, Workshops and other events (during regular working days) for the benefit of the faculty and students.
2. Allowing faculty & Staff for industrial training.
3. Conducting Faculty Development Programmes
4. Permitting Practical training to students.

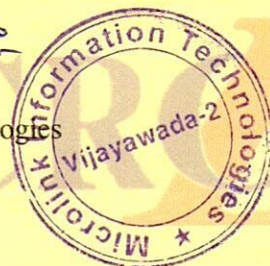
Note: All the above modes will be decided upon mutual consent based on Schedules and Manpower requirement of Company.

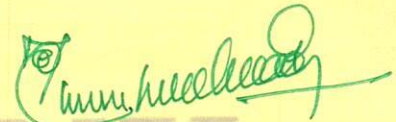
Date: 20-10-2021



Managing Director

Microlink Information Technologies

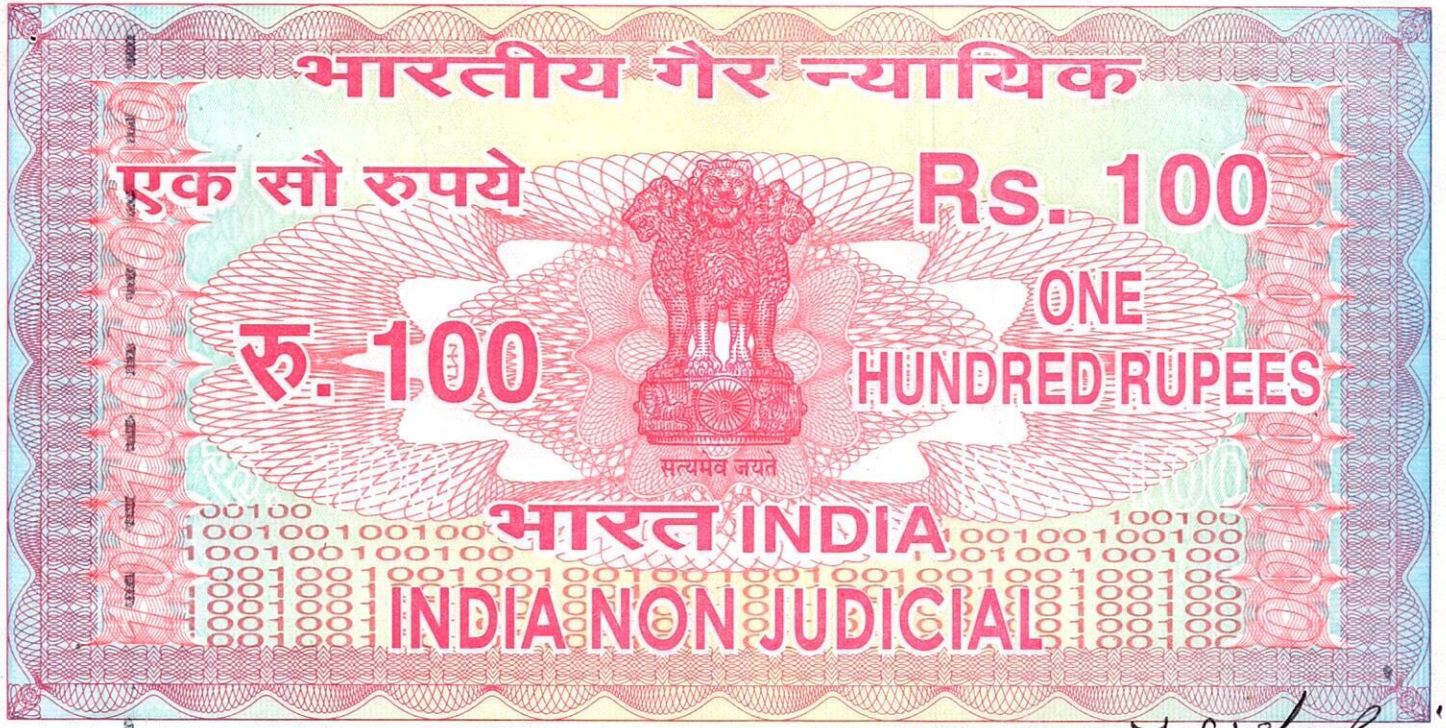




Principal

SRK Institute of Technology

SRK Institute of Technology  
ENIKEPADU, VIJAYAWADA-521 108



ఆంధ్రప్రదేశ్ ఆంధ్ర ప్రదేశ్ ANDHRA PRADESH

S.No. 7312 Dt 28/4/22 Rs 100/-

Sold to Sri: B S Sri Krishna, s/o B S Apparao, vijayawada

For Whom: S.R.K. Institute of Technology, Enikepadu.

M. Usha Rani  
CU 390409  
M. USHA RANI  
Licensed Stamp Vendor  
O.L. No.: 06-16-003/2015  
R.L. No.: 06-16-010 OF 2022  
Valid Up to: 31-12-2024  
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Cell: 9492225727

## MEMORANDUM OF AGREEMENT BETWEEN

SRK INSTITUTE OF TECHNOLOGY, Vijayawada

(First Party)

AND

Indo-Euro Synchronization Pvt Ltd - IES

(Second Party)

For

International Skill and internship initiatives in the various  
Academic institutions of Andhra Pradesh

## MEMORANDUM OF AGREEMENT

This Memorandum of Agreement (MoA) is entered into on 2<sup>nd</sup> day of August 2022 at Vijayawada,

By and Between :

**SRK Institute of Technology** having its (here in after referred to as "College", which expression shall unless repugnant to the meaning thereof, mean and include its successors and permitted assigns) of the First part

And

**Indo-Euro Synchronization Pvt Ltd** represented by VVN Raju, Managing Director of Indo-Euro Synchronization Pvt Ltd, Reg. Office: Plot No 3, 2nd Floor, Our Place Restaurant Street, Ashramam Road, Tadepalli, Guntur, AP – 522501, India hereinafter called the **IES** (which expression shall unless repugnant to the meaning thereof, mean and include its successors and permitted assigns of the Second part

IES and College are hereinafter referred to singly as "Party" and jointly as "Parties".

### **I. PREAMBLE/ BACKGROUND**

#### **Brief about IES:**

IES is an initiative created by having experience and presence in technical and business bodies to connect India and Europe closer together and upskill the learning ecosystem at international standards. IES strive to create a better technological future by enabling closer collaboration and knowledge exchange between universities, academic institutions, companies and supporting governmental bodies. IES excelled in creating the knowledge clusters in India in the fields of Industry 4.0, Industrial automation and Robotics, Data Sciences, AI and IOT etc sectors. It also has a fleet to higher education models to German and European universities, like joint degree programs, standalone bachelor and master program, short term and long-term exchange certification programs and any kind of full-degree programs. All the models are developed on self-sustained basis including time to time funding support from Indian and European public and private bodies

#### **Brief about SRK Institute of Technology:**

SRK Institute of Technology is a nonprofit organization established under the flagship of SRK Foundation in 2007. The institution was born out of the benign vision of eminent educationist and industrialist, Sri B. S. Appa Rao, who desired of providing quality education to the rural and semi urban students. The institution is located on the National Highway 16 in the city of Vijayawada, also known as cultural capital of Andhra Pradesh, on the banks of river Krishna. Its location makes it one of the most accessible colleges. The Institution was accredited by NAAC with A grade. Every year, approximately 2, 200 students study at the institute. The institute has well qualified and experienced faculty. The faculty is encouraged to update their knowledge and pursue higher degrees. The institute provides requisite facilities and infrastructure for students and staff. The institution has strong industry-academia collaborations with the organizations like APSSDC (Andhra Pradesh State Skill Development Corporation), CISCO, UTL Technologies and many more for skilling programmes.



## **II. PURPOSE:**

1. This engagement will aim to skill the graduates from the state of Andhra Pradesh by having the presence with domestic and international cooperation's.
2. To align courses and curriculum as per the International Standards adhering to Industry demand and needs.
3. To provide emerging and advanced skill training including assessment, certification and to facilitate industry connects to the trained students.

## **III. ROLES AND RESPONSIBILITIES:**

### **1 FIRST PARTY- SRK Institute of Technology shall**

1. Establish necessary infrastructure in collaboration with IES;
2. Provide training to the students as per the course curriculum and assigning the necessary credit points for mandatory or non-mandatory courses/internship as a part of the course.
3. Assign the designated classroom and time slot in order to execute the agreed certification and/or internship program
4. Supporting the faculty to be part of agreed Faculty Development programs in order to enhance their knowledge time to time.
5. Supporting the students to archive opportunity to participate in the further industry internships, higher education opportunities and placement or career linkage activities
6. Depute required faculty to manage and co-ordinate Trainings in designated labs;
7. Collaborate for dissemination of knowledge on cutting edge technologies to faculty and research programs;
8. Take care of insurance and regular maintenance pertaining to Hardware installed in jointly established labs
9. Follow the guidelines as specified by APSSDC or equivalent policy body from time to time;
10. Submit all reports and documents relating to progress of the students on rolls, Accounts, Audit and Annual Work Plan, students' academic and placement records as specified at such frequency as may be required by APSSDC, IES and /or similar policy body

### **2 SECONDPARTY -IES shall**

1. IES will establish the nodal centres at colleges to execute jointly agreed programs in collaboration with APSSDC or equivalent policy body and its knowledge partners.
2. Develop the courses according to the market needs in India and execute with academic planning in collaboration with APSSDC or equivalent policy body, and also conduct training of trainers/faculties.
3. At present, two courses are offered under the initiative as to provide training in collaboration with partnered Colleges and its certification along with their knowledge partners.
4. Provide support for conducting career linkage activities.
5. Impart the course sand provide assistance to further internships, placements and higher education opportunities to the students who had successfully completed the program;

6. Consider the students from these trainings as a priority to provide employment and higher education.
7. Collaborate for dissemination of knowledge on cutting edge technologies to faculty and research programs.
8. Along with their knowledge partners to provide commercial support as a part of student course along with APSSDC.
9. Ensure conducting assessments as per standard assessment pattern and shall provide certificate to the successful students.
10. Follow the guidelines as specified by APSSDC or equivalent policy body from time to time.

#### IV. Compliances:

- **KPIs**–Key Performance Indicators (KPIs) will be developed by IES in mutual consultation with colleges and APSSDC and/or equivalent policy body.
- **Monitoring:** The activities of shall be regularly monitored by IES in mutual consultation with colleges and APSSDC and/or equivalent policy body.

#### V. Responsibilities of the Parties:

Both parties agree that:

1. The Parties shall diligently perform their respective obligation under the Agreement as per the procedure set forth above.
2. Neither Party shall share any confidential information with any other party. The sharing of such database by each other will be on trust that it will not be used by either Party for providing any kind of information to any third party.
3. Both parties agree to bring down the student's fee component Vs number of students as follows: Colleges need to send their selection of their option before start of the enrollment by writing in letter or email for that particular academic year.

Selection/Option	Colleges	IES
1	100 students for core engineering program and 100 students of CSE & IT program	Cost per student: 2000 INR (Including GST)
2	Min 100 students for core engineering program (or) CSE & IT program	Cost per student: 2000 INR (Including GST)
3	Min 60 students for core engineering program	Cost per student: 4000 INR (Excluding GST)

#### VI. Branding:

IES & College shall ensure necessary branding for agreed programs. IES and College shall follow the branding guidelines as specified by APSSDC or equivalent policy body from time to time.

## **VII. Attendance:**

IES and College shall follow the attendance formats as specified by APSSDC or equivalent policy body from time to time.

## **VIII. Arbitration:**

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

## **IX. Termination of MoA:**

The first party shall have the right to terminate this MoA without assigning any reasons by giving prior written notice of 90(e) days through its authorized signatory. Without prejudice to the above, either Party may terminate this MoA by giving 90(Ninety) days' written notice through its authorized signatory in the event of any material breach of any of the material terms of this MoA by the other Party. The non-defaulting party shall first serve a written notice of its intention to terminate this MoA to the defaulting party highlighting the material breach and giving the defaulting party a period of 90 days or such extended period as may be mutually agreed to within which to remedy the material breach. Should such event of a material breach remain unresolved/unrectified within the said notice period of 30 days or such extended period as may be mutually agreed to, the non-defaulting shall be able to terminate the MoA forthwith.

## **X. Representations and Warranties by the Parties:**

In addition to the above, the Parties hereto represent and warrants to other Parties asunder:  
That it is duly organized and validly existing under the laws of the jurisdiction in which it was incorporated and has the necessary corporate power and authority under applicable Laws to carry on its business and or perform its functions.

That this MoA is within its powers and has been duly authorized by it; and does not conflict in any material respect with any law or regulation or its constitutional documents or any document binding on it and that it has obtained all necessary consents for the performance by it under this MoA.

That all information set forth in this MoA is true and correct and is not misleading in letter and spirit.

## **XI. PERIOD OF VALIDITY:**

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

## **XII. LIMITATION OF LIABILITY**

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

## **XIII. NOTICES:**

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

## **XIV. COMMUNICATIONS AND PUBLICITY:**

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

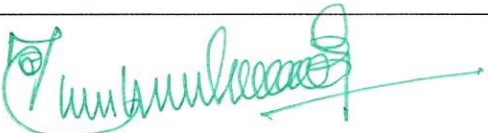
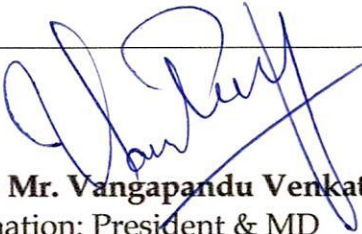

## **XV. IT IS MUTUALLY UNDERSTOOD AND AGREED BY AND BETWEEN THE PARTIES THAT:**

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

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

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

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

For and on behalf of	For and on behalf of
SRK INSTITUTE OF TECHNOLOGY	INDO-EURO SYNCHRONISATION PVT LTD
 Name: Dr. M Ekambaram Naidu PRINCIPAL Designation: Principal SRK INSTITUTE OF TECHNOLOGY ENIKEPADU, VIJAYAWADA	 Name: <b>Mr. Vangapandu Venkata Nagaraju</b> Designation: President & MD 

Witness:



(Dr. P. Kishore Kumar)

Witness: