

**Memorandum of Understanding between  
Research Institute/Organization company and  
Siddharth Group of Institutions, Puttur (Andhra Pradesh).**

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**MEMORANDUM OF UNDERSTANDING**

The following Agreement is hereby concluded between

**Unitechtransfer GmbH - German Centre for Automation and Robotics**

Hainbuchenstraße 10, Aachen, Germany

Represented by the Administration of the Research Institute/Organization Company on behalf of the Managing Director Goutham Mucharla

- hereinafter referred to as the "Company" -

and

**Siddharth Group of Institutions, Puttur**

Chittoor, Andhra Pradesh, India

Represented by Dr K Ashok Raju, Chairman of Siddharth Group of Institutions, Puttur

- hereinafter referred to as the "College" -

*Ashok Raju*  
Handwritten signature of Ashok Raju

*Goutham*  
06.01.16  
Handwritten signature of Goutham and date

## Article 1 - Subject of the Memorandum of Understanding

The Parties agree to conduct a Internship/Project and Placements jointly on the basis of and during the term of this Agreement. The subject is **Knowledge Exchange, Training and Placement**.

## Article 2 - Contributions by the Parties

Each Party shall provide in-kind contributions required for the conduct of the project as it is necessary on its part and bear the corresponding costs (Computers and Internet facility for students). The details of the services planned by the Parties are as described in the attached Annexe.

## Article 3 - Cooperation

- (1) Each Party shall name a contact person to be contacted with regard to all matters that will need to be agreed within the scope of the cooperation.
- (2) Employees of either Party who work on defined tasks at the premises of the respective other Party for a limited time, within the scope of the project-related work, shall be subject to the instructions given by the employees responsible at the Party concerned, to the extent required for carrying out the work. The relationships under the relevant service regulations and employment contracts shall not be affected.

## Article 4 - Work Results, Rights of Use

- (1) All protectable and non-protectable work results generated under the Cooperation exclusively by the employees of one Party are the property of Company.
- (2) The Parties grant each other, for the duration and purposes of the Cooperation, the non-exclusive, non-transferable, non-sub licensable, irrevocable and royalty-free right of use to the protectable and non-protectable work results generated under the Cooperation.
- (3) In addition, the Parties grant each other, for the duration and purposes of the Cooperation, the non-exclusive, non-transferable, non-sub licensable and royalty-free right of use to previously generated protectable and non-protectable work results to the extent necessary for the realisation of the Cooperation.
- (4) The Parties shall agree on a case-by-case basis on the granting of further rights of use, particularly for purposes outside of the Cooperation and after the expiration of the Cooperation. Such rights shall be granted on terms customary in the market.
- (5) Joint work results are considered as results in which employees from both Parties are involved and whose parts cannot be attributed to one Party alone. Rights of use shall be granted in accordance with Article 4, paragraph 7, sentences. 3 ff.
- (6) Each Party may, according to its discretion, apply for a domestic and/or foreign patent or utility model for any invention made under the Cooperation based on work results generated by that Party, and claim the resulting industrial property rights.
- (7) Joint inventions are inventions in which employees of both Parties are involved and whose parts cannot be the subject of industrial property rights applications filed

*Asoka Raju Kondam*

*Gontham*  
06.01.16



separately by each Party. The Parties shall come to agreements on the treatment of joint inventions, especially the application for and maintenance of industrial property rights and on the responsibility for the associated costs. The Parties grant each other an irrevocable, worldwide, transferable, sub licensable and royalty-free right of use to these joint inventions for all uses, provided the other Party's contribution to the joint invention is greater than one-third. If this is not the case, the Parties grant each other a non-exclusive, non-transferable, sub licensable, irrevocable and royalty-free right of use for the purposes and duration of the Cooperation Project. For purposes outside of the Cooperation or after the expiration of the Cooperation, the right of use shall be granted on terms customary in the market.

- (8) The Parties are not responsible for ensuring that the rights of use granted under this Agreement are free of third-party rights. If they become aware of any third-party rights, they shall inform the other contracting Party accordingly and without delay.

#### Article 5 - Confidentiality

- (1) The Parties hereby agree that they will not disclose any recognisably confidential operational and business information that the respective other Party has become aware of during the Cooperation to any third party; this obligation shall also continue to apply for a period of three years beyond the term of this Agreement.
- (2) This obligation (pursuant to Article 5, paragraph 1) shall not apply to information that
- is common knowledge through publications or the like,
  - becomes common knowledge through no fault of the receiving Party,
  - was demonstrably known to the receiving Party before the date on which it was provided,
  - was generated by the receiving Party independently of such provision,

#### Article 6 - Publications

- (1) Each Party shall have the right to publish the work results it has achieved within the scope of the Cooperation. However, the mutual protectable interests of either Party must be taken into account.
- (2) The Parties shall notify each other in due time about planned publications. Unless the other Party objects within a period of four weeks after it has received the proposed publication, its consent to the publication shall be considered granted. The publication date may be suspended for a limited time at the request of either Party, but no longer than for a period of five months, for example, in order to enable the respective Party to file an application for industrial property rights. In the event that the Parties are unable to reach an agreement on the content and/or the form of the planned publication within the said time limit, the publication in question may also be filed for publication without the consent of the other Party provided that the publication does not disclose the other Party's work results or confidential information.
- (3) The employment rights and obligations of any staff members of the Company with regard to publications shall not be affected. The Company shall take the legal obligations and justified interests of doctoral and postdoctoral researchers into account to a reasonable extent, i.e. also by granting its consent to a shortening of the compulsory waiting period defined in Article 6, paragraph 2, if attainment of a doctorate is affected by the work in the Cooperation.

*Ashta Raju Kaddur*

*Gorithan*  
06.01.16



### Article 7 - Warranty, Liability

- (1) The Parties shall waive the enforcement of any warranty claims within the scope of the Cooperation with regard to the know-how provided and the achieved work results.
- (2) Otherwise, each Party, to the extent permitted by law, shall only be held liable for any property damage or financial losses caused by wilful intent or gross negligence. Liability for consequential damages shall be excluded.

### Article 8 - Laws and Regulations

This Agreement shall be construed in accordance with the laws of Germany/India.

The Parties agree to comply with all applicable centre, state and local laws and regulations, and all applicable orders and regulations of the executive and other departments, agencies and instrumentalities of Germany. If the Parties should violate any such laws or regulations, they will hold the other party harmless against loss, cost, damage or liability by reason of the violation of this article.

If any part, term or provision of this Agreement shall be held void, illegal, unenforceable or in conflict with any law of centre, state or local Client having jurisdiction over this Agreement, the validity of the remaining portions or provisions shall not be affected thereby.

### Article 9 - Term of Agreement and Termination

- (1) This Agreement shall take effect with the signature of this document and is valid for one year.
- (2) This Agreement may only be terminated early for good cause; termination must be made in writing.
- (3) With respect to the agreed membership fees, the fee has to be paid on the day of MOU signing process takes place.

### Article 11 - Non Disclosure Agreement

Whereas in order to pursue the mutual business purpose of the particular project, it is recognized that there is a need to disclose to one another certain information, of each party to be used only for the Business purpose and to protect such confidential information from unauthorized use and disclosure.

In consideration of other Party's disclosure of such information, each party agrees as follows:

1. This Agreement will apply to all confidential and proprietary information disclosed by one party to the other party, which the disclosing party identifies in writing or otherwise as confidential before or within thirty days after disclosure to the receiving party. Information consists of certain course materials, specifications, designs plans, drawings, software,







prototypes and/or technical information, all copies and derivatives containing such information that may be disclosed to one another for and during the purpose, which a party considers proprietary or confidential.

2. As between the parties, all information shall remain the property of the disclosing party. By disclosing information or executing this agreement, the disclosing party does not grant any license, explicitly or implicitly, under any trademark, patent, copyright, mask work protection right, trade secret or any other intellectual property right. THE DISCLOSING PARTY DISCLAIMS ALL WARRANTIES REGARDING THE INFORMATION, INCLUDING ALL WARRANTIES WITH RESPECT TO INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS AND ALL WARRANTIES AS TO THE ACCURACY OR UTILITY OF SUCH INFORMATION. Execution of this Agreement and the disclosure of Information pursuant to this Agreement does not constitute or imply any commitment, promise or inducement by either party to make any purchase or sale, or to enter into any additional agreement of any kind.

Puttur, 06 Jan, 2016

Unitechtransfer GmbH – German Centre for Automation and Robotics (Company)

*Goutham*  
*06.01.16*  
.....  
Goutham Mucharla (Managing Director)

Siddharth Group of Institutions, Puttur (College)

*Ashok Raju*  
.....  
(Dr K Ashok Raju)

Annexure - A

To

The Chairman/Principal  
Siddharth Group of Institutions.

Date:06 Jan 2016

Subject: Internship/project and Placements execution - Activities executed by Unitechtransfer GmbH - German Centre for Automation and Robotics (Company).

Sir,

We would like to inform you that we **Unitechtransfer GmbH - German Centre for Automation and Robotics** are responsible for following activities in organization of Internship/Project and Placement execution and all related matters.

Company Responsibilities:

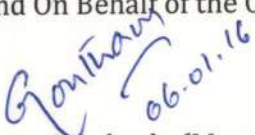
- The main activity includes remote theoretical and practical training from Germany and remote student assistance.
- Designing the tasks according to the current Industry needs for Indian students which can be executable within 2-3 months according to the current Industry needs for Indian students.
- Providing the technical infrastructure at the institute: Software to operate from India.
- German experts to support the Indian universities during the complete period of task execution.

We thus like to inform you that the current MOU is an agreement for the above specified activities and it can be modified according to the mutual understating.

This authorization is valid for a period of one year from the date of release of this Memorandum. This Memorandum will be renewed on an annual basis if there is no objection by any party.

Yours Sincerely

For and On Behalf of the Company

  
Goutham Mucharla (Managing Director)



**Annexure - B**

To

The Managing Director  
Unitechtransfer GmbH - German Centre for Automation and Robotics

Date: 06 Jan 2016

Subject: Internship/project execution - Activities executed by Siddharth Group of Institutions.

Sir,

We would like to inform you that we **M/S Siddharth Group of Institutions** is responsible for following activities in organization of Internship/Project and Placement execution and all related matters.

College Responsibilities:

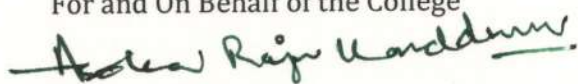
- Assigning the updated systems to software installation (Win7 or 8, 32 or 64 Bit).
- Reliable internet connection and video conference facilities to interact with German experts.
- Allowing this training course along with their academics or allowing their students into the labs for lecture of at least two hours per week training course along with projects execution.
- Providing Travel and Hotel facilities to the Members/Organizers coming from Germany to conduct Project and Placements.

We thus like to inform you that current MOU is an agreement for the above specified activities and it will be modified according to the mutual understanding.

This authorization is for a period of one year from the date of release of this letter. The same would be renewed on an annual basis.

Yours Sincerely

For and On Behalf of the College



Authorized Signatory  
(Dr K Ashok Raju, Chairman)





**MEMORANDUM OF UNDERSTANDING  
BETWEEN  
DND GLOBAL TECHNOLOGY & SOLUTIONS  
&  
SIDDHARTH INSTITUTIONS  
NARAYANAVANAM ROAD, PUTTUR – 517583**

This Memorandum of understanding (MoU) is entered between DND Global Technology & Solutions, a company incorporated under the Indian Companies Act. 1956 having its registered office, and represented by the undersigned of the ONE PART.

and

Siddharth Institutions, Narayanavanam Road, Puttur, represented by the undersigned of the OTHER PART

Whereas DND Global Technology & Solutions and the Siddharth Institutions, Narayanavanam Road, Puttur, shall be here-in-after jointly referred to as the "**Parties**" and singularly as a "**Party**".

**Agenda:**

The parties have decided to establish industry- academic collaboration in the areas of mutual interest and in accordance with terms and conditions set forth in this Memorandum of understanding (MoU). The parties agree on the following activities:

1. DND Global Technology & Solutions will offer summer internship to interested students in academics of Siddharth Institutions, Narayanavanam Road, Puttur, so that the students get some awareness through proper training, guidance to train and they will become a successful experience of live projects. The number of students, who can be considered for internship, would be as mutually decided between the parties every year.
2. Depending on requirements, DND Global Technology & Solutions may offer specific projects with identified deliverables to be executed by Siddharth Institutions, Narayanavanam road, Puttur. Detailed modalities including financials would be mutually worked out for each





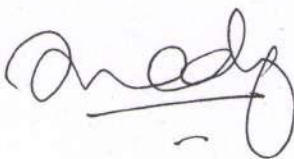
of the projects/assignments. Each party shall appoint one nodal officer to periodically review and identify ways to strengthen the cooperation between them.

3. The Company is at most concentrating on identifying and mentoring the students who are lagging in Academics, guiding accordingly to improve and elevate the hidden talents.

This MoU will take effect from the date it is signed by representatives of the parties. Either party may terminate the MoU by giving a written notice to the other party six months in advance. Once terminated, neither DND Global Technology & Solutions nor Siddharth Institutions, Narayanavanam Road, Puttur, will be responsible for any losses, financial or otherwise, which the other party may suffer. However, DND Global Technology & Solutions and Siddharth Institutions, Narayanavanam Road, Puttur will ensure that all activates in progress are allowed to be completed successfully.

This MoU is signed subject to approval of the respective academic / administrative bodies.

<b>On behalf of DND Global Technology &amp; Solutions</b>	<b>On behalf of Siddharth Institutions, Puttur.</b>
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Signed by: 

Date: 19-05-2017

Signed by: 

Date: 19-05-17



**ORACLE WORKFORCE DEVELOPMENT PROGRAM ("WDP") AGREEMENT THROUGH  
NEcX PVT LTD.**

THIS AGREEMENT made at Hyderabad on this the 10<sup>th</sup> day May of 2017 amongst.

**M/s. NEcX Pvt. Ltd.** a company incorporated under the Companies Act, 1956 having its Registered Office at # 5-A/4, Road No. 1, IDA Nacharam, R. R. Dist. Hyderabad – 500 076 acting through Mr. Y Srinivasa Rao, Managing Director, hereinafter called the Vendor or Supplier or Party of the First Part which expression shall include its affiliates, subsidiaries, successors and permitted assigns) on one Part.

AND

**Siddharth Institutions - Puttur**, situated at Siddhartha Nagar, Narayanavanam Road, Puttur, Andhra Pradesh - 517583 represented by Dr.Ashok Raju, Chairman (hereinafter called the Vendee or Purchaser or Party of the Second Part, which expression shall include its affiliates, subsidiaries, successors and permitted assigns) on the Other Part.

**WHEREAS:**

- A. Under the Oracle Workforce Development Program Agreement dated 09<sup>th</sup> May 2016 (hereinafter referred to as "PARENT AGREEMENT") between M/s.Oracle India Private Limited (hereinafter referred to as "ORACLE" and M/s. NEcX Pvt. Ltd i.e., the Vendor herein who was VENDEE/LICENSEE therein, the Vendor herein has purchased the various Workforce Development Program (hereinafter referred to as "WDP") materials from ORACLE and was granted non-exclusive and non-transferable license to distribute a single paper copy or electronic copy of the WDP Course Materials for the sole purpose of taking the WDP Class for the Courses listed in **Exhibit-B of the Parent Agreement** to the aspiring institutions who intend to educate their students with the WDP classes.
- B. While so, **Siddharth Institutions** i.e. the Vendee or Party of the Second part approached the Party of the First Part herein and expressed its desire and intention to be enrolled/ registered as one of the training centers listed in Exhibit-A of the PARENT AGREEMENT between ORACLE and VENDOR herein.

**NOW, THEREFORE THIS AGREEMENT WITNESSETH** that in consideration of the terms and conditions of the agreement herein contained, the parties hereby covenant and agree with each other as follows:

1. **DEFINITIONS**

a. **Agreement:**

All the addendums, appendices and supplementary agreements which form an integral part of this Agreement.



- b. Instructor:  
An individual employed by the Vendor or Party of the First Part to teach a WDP Class and who has demonstrated experience and mastery of the Oracle Workforce Development Programs and Materials specific to such applicable Class.
- c. Oracle Workforce Development Program:  
For the purpose of this agreement, the "Oracle Workforce Development Program" shall be limited to the courses, materials, programs and services which the Vendee or Purchaser or Party of the Second Part has registered itself to receive from the VENDOR herein for its students.
- d. Parent Agreement:  
The Oracle Workforce Development Program Agreement dated 09<sup>th</sup> May 2016 entered into by M/s.Oracle India Private Limited (Vendor/Licenser) and M/s.NEcX Pvt. Ltd. (Vendee/Licensee), who is the VENDOR/Party of the First Part herein.
- e. Student:  
A student enrolled with Vendee or Party of the Second Part who is also enrolled/registered in a WDP Class to learn a particular course through various means including online and distance education pursuant to the terms of this agreement and the Parent Agreement.
- f. WDP Programs:  
The licensed software products provided by Oracle to the Vendor herein to facilitate workforce development program which shall be made available to the enrolled students of the Vendee herein for the relevant class during the course.
- g. WDP Class:  
A class in which the instructor of the VENDOR teaches the registered Students of VENDEE herein for a particular course(s) by exclusively making use of the WDP Programs and Materials following the format and/or process and/or mechanism in accordance with this agreement and PARENT AGREEMENT.  
For all purposes under this Agreement, WDP class shall include Distant Education programs and online delivery of WDP classes.
- h. WDP Student Materials:  
A single copy of the WDP student materials which each Student of Vendee or Party of the Second Part herein shall be given on registration or enrollment for course in order to use them in applicable WDP Class.  
The WDP Student Materials may include student guides, reference guides and documentation.  
The WDP Student Materials may be in electronic format available for download for each student or in hard copy format as designated by Oracle under the Parent Agreement.
- i. WDP website:  
The worldwide web site established and maintained by Oracle for the Oracle Workforce Development Program, located at <http://workforce.oracle.com>.

2. TENURE OF THE AGREEMENT

- a. The parties hereby agree that this Agreement shall come into force and operation on the same day it is executed.
- b. This agreement shall remain in effect for a period of **one year** commencing on the date of this agreement unless terminated as provided herein. This agreement may renew this agreement for an additional one-year term subject to Parent Agreement and approval by the Vendor/party of the first part herein.

3. COURSES UNDER WORKFORCE DEVELOPMENT PROGRAM:

The Vendee or Party of the Second Part approached the Vendor to receive the following courses those listed in **Exhibit -B** of the PARENT AGREEMENT.

4. WORKFORCE CURRICULUM GUIDELINES

- a. Subject to the terms of the PARENT AGREEMENT, a WDP Classroom has been mutually agreed by both the parties to be at the location, Siddharth Institutions, and the commencement of classes, in designated class Room in the Institution, duration of course, weekly schedule, number of students for class, course fee payable and any other criteria and/or requirements for each of the courses is more fully described in **Exhibit-I** of this Agreement.

**(OR)**

Subject to the terms of the PARENT AGREEMENT and online approval by ORACLE, the cloud based online course is opted by the Vendee or Party to the Second Part under Distance Education. The information regarding the commencement of course, duration of course, schedule, course fee payable and other criteria and/or requirements for each of the courses is more fully described in **Exhibit-I** of this Agreement.

- b. Each of the students enrolled under any of the courses shall be provided with a platform to create e-mail ID exclusively for the purposes of facilitating Oracle's delivery of electronic versions of WDP Materials whenever applicable during the instruction/teaching of the relevant courses.
- c. Subject to approval from ORACLE under the PARENT AGREEMENT, the teachings and instructions of the particular course shall be based on the requirements which the Vendee or Party of the Second Part desires from the Vendor/ Party of the First Part.
- d. The commencement of courses opted under this agreement shall be commenced from the date and location agreed by the parties as seen from **Exhibit-I** of this Agreement, subject to the facility agreed by both the



parties under this Agreement is registered with ORACLE and has obtained a WDP Member Account. Once, the venue for conducting WDP classes has been fixed and WDP Member Account is also obtained, the change of venue is not permissible.

- e. Every week there shall not be more than 12 hours of instruction of any of the WDP courses. This 12-hour per week instructional limit shall apply in all cases except where WDP Classes are no more than seventy percent (70%) of a full-time training program that is at least five months in duration.
- f. Every enrolled student shall be provided with the single copy of the relevant WDP Materials in an applicable course during the course of WDP classes. WDP materials include both hard copy of the materials or as well as those materials made available to the students online on their unique e-mail IDs specifically created for the purpose of receiving course materials. If an extra copy of the WDP materials is required by any of the students for any reason whatsoever, the costs for obtaining such extra materials along with all other miscellaneous and related charges, taxes, etc. has to be borne by Vendee/Party of the Second Part.
- g. The Classes conducted by the Vendor/ Party of the First Part shall be strictly in accordance with the WDP materials and guidelines provided by ORACLE.

#### 5. STUDENT ELIGIBILITY

Students meeting the following requirements shall be eligible to be registered/enrolled in this Course:

- a. All students must be studying in the VENDEE/Party of the Second Part's Institution at the time of registration.
- b. The head/authorised person of the VENDEE/Party of the Second Part, must approve that the student intending to participate in the course is qualified to receive the same.

#### 6. RIGHTS AND DUTIES OF VENDOR/PARTY OF THE FIRST PART:

- a. The Vendor/ Party of the First Part shall always act, in respect of any matter relating to this Agreement, as a faithful Provider and shall at all times support and safeguard legitimate interests of Vendee/Party of the Second Part. The WDP Classes and material provided by the Vendor/ Party of the First Part shall be in accordance WDP materials and guidelines provided by ORACLE. Subject to the terms in PARENT AGREEMENT, the Vendor/ Party of the First Part shall take into consideration the recommendations and requirements of Vendee/Party of the Second Part and shall ensure that the courses being taught in a courteous and prompt manner.
- b. The Vendor/ Party of the First Part shall ensure that the course is completed within the time stipulated for the said course under Exhibit-A of the Parent Agreement and by the parties under this Agreement.

- c. The Vendor/ Party of the First Part shall provide all participating students in the applicable courses with instructions for accessing the online platform for receiving the course WDP materials via e-mails during the progress of the course(s).
  - d. The Vendor/ Party of the First Part shall provide official notification to the Vendee/Party of the Second Part, upon completion of the course, the names of students enrolled and the final academic grade awarded.
  - e. The Vendor/ Party of the First Part undertakes and shall provide appropriate supervision to ensure that the instructors appointed to instruct and teach the enrolled students for the respective course(s) are duly licensed, qualified and experienced and shall always make sure that the Instructor is conducting his/her classes in accordance with the WDP materials and guidelines provided by ORACLE.
  - f. The Instructors shall be the employees of the Vendor/ Party of the First Part and therefore, it shall have complete charge of instructors in teaching WDP courses and shall be fully responsible for the deficiency of services so performed by them.
  - g. The Vendor/ Party of the First Part shall submit that complete details of the Course, timings, duration, number of students, etc. as listed in Exhibit-I of this Agreement and shall update the said information from time-to-time to ORACLE.
7. RIGHTS AND DUTIES OF VENDEE/PARTY OF THE SECOND PART:
- a. The Vendee/Party of the Second Part shall make its best efforts to provide reasonable assistance to the Vendor/ Party of the First Part in fulfilling the terms of this Agreement.
  - b. The Vendee/Party of the Second Part shall grant Vendor/ Party of the First Part access to and use of a "Smart" classroom for each course. The Vendee/Party of the Second Part also undertakes to provide a spacious Classroom for each particular course depending on the number of students and it shall make sure that the class room is in a well-maintained and clean environment.
  - c. The Vendee/Party of the Second Part agrees and undertakes to promote the WDP courses offered by the Vendor/ Party of the First Part using the WDP materials and programs provided by ORACLE to its students and general public in the same manner as the Vendee/Party of the Second Part would generally promote its own courses.
  - d. The Vendee/Party of the Second Part shall register or enroll all the students intending to join the course(s) offered under this agreement through a registration process and it shall be the duty of the Vendee/Party of the Second Part to provide all the details of the students along with necessary details as stipulated in **Exhibit -II of the Agreement.**



- e. The Vendee/Party of the Second Part shall provide a complete and final list of students enrolled in the Course(s) along with their qualification, contact information, etc. as stipulated in **Exhibit -II of the Agreement** to the Vendor/ Party of the First Part, within seven (7) days from the commencement of the Course(s) as agreed in this agreement.

The Vendee/Party of the Second Part also undertakes to provide with an updated list within three (3) days from the date of change/modification to the complete and final list of students enrolled.

8. FEE STRUCTURE:

- a. In exchange for offering the Oracle WDP Course(s) and WDP Materials and also providing the Services under this Agreement, the Vendee/Party of the Second Part will pay the fees to Vendor/ Party of the First Part "per student or per course" basis as agreed by both the parties under **Exhibit-I of this Agreement**.
- b. The Vendor/ Party of the First Part maintains a "no refund policy" to any payment made by Vendee/Party of the Second Part for the Course(s) at any point of time during the tenure of the course and the Vendee/Party of the Second Part agrees and understands the same and also undertakes to convey the same to all of its/their students enrolled in the Course(s).
- c. The WDP Course materials that are to be provided to the students of Vendee/Party of the Second Part for the respective course(s) shall be given to them only after the Vendor/Party of the First Part has received the necessary payment for the same.

9. INTELLECTUAL PROPERTY AND CONFIDENTIAL INFORMATION:

- a. All property created and/or delivered by ORACLE under the Parent Agreement shall remain the exclusive property of ORACLE, including, but not limited to, all patents, trademarks and copyrights in the Course Materials, program structure and courses, neither the Vendor/Party of the First Part nor the Vendee/Party of the Second Part shall have the right to transfer any intellectual property belonging to ORACLE.
- b. The Intellectual property shall include Oracle Workforce Development Program logo, NEcX Logo, program names, curriculum and WDP materials. The Vendor/Party of the First Part has paid for and owns the non-exclusive and non-transferable license to use Oracle Workforce Development Program logo on Vendor/Party of the First Part's marketing materials solely to promote WDP Classes in conjunction with Vendor's other class offerings during the term of the Parent Agreement subject to the guidelines set forth in [https://workforce.oracle.com/documents/WDP\\_Guidelines.pdf](https://workforce.oracle.com/documents/WDP_Guidelines.pdf).
- c. The Vendee/Party of the Second Part shall be entitled and authorised to use the logo "NEcX" belonging to Party of the First Part and Oracle WDP logo jointly in the venue where the WDP classes are agreed to be conducted, during the tenure of this agreement.

- d. The Vendee/Party of the Second Part agrees to indemnify Vendor/Party of the First Part for any loss, liability, damages, cost or expense (including attorneys' fees) arising out of any claims which may be made against Vendor/Party of the First Part for using its logo "NEcX" or use of the "Oracle WDP logo" where such claim relates to Vendee/Party of the Second Part's activities, products or services.
- e. Except as may otherwise be required by law, each party will hold confidential, during and after the term of this Agreement, any confidential information disclosed to it or its representatives, and, will not disclose any such confidential information to any third party.
- f. A party's confidential information shall not include information that (a) is or becomes a part of the public domain through no act or omission of the other party; (b) was in the other party's lawful possession prior to the disclosure and had not been obtained by the other party either directly or indirectly from the disclosing party; (c) is lawfully disclosed to the other party by a third party without restriction on disclosure; or (d) is independently developed; or e) is disclosed by operation of law.
- g. We each agree to disclose confidential information only to those employees or agents who are required to protect it against unauthorized disclosure. Nothing shall prevent either party from disclosing the terms or pricing under this agreement or orders submitted under this agreement in any legal proceeding arising from or in connection with this agreement or disclosing the information to governmental entity as required by law.
- h. Confidential Information shall be limited to the Materials and Programs, the terms and pricing under this agreement and Parent Agreement and to all the WDP Materials and all information clearly identified as confidential.

10. TERMINATION:

The termination of this Agreement shall be subject to the termination of the Parent Agreement between the ORACLE and Vendor/Party of the First Part herein.

11. WARRANTIES AND DISCLAIMERS:

Under the Parent Agreement, ORACLE does not provide any warranty to the programs, WDP materials and services to the Vendor/Party of the First Part herein. ORACLE also disclaims all warranties and conditions, whether express or implied, including the implied warranties and conditions of merchantability and fitness for a particular purpose. Since, the Vendor/Party of the First Part herein is only a licensee of the said materials and services, no warranty could be and shall be provided by Vendor/Party of the First Part to the Vendee/Party of the Second Part. The express provision "*You Shall Not Make Any Warranty on Oracle's Behalf*" in the Parent Agreement prohibits the Vendor/Party of the First Part from making the same.



12. LIMITATION OF LIABILITY:

Since, the Vendor/Party of the First Part herein is only a licensee of the WDP materials, programs and services provided by ORACLE under the parent's agreement, the liability of the Vendor/Party of the First Part shall be limited to deficiency in providing the services of teaching and instructing agreed under this agreement. However, the Vendor/Party of the First Part is not liable for any indirect, incidental, special, punitive or consequential damages or damages for loss of profits, revenue, data or data use arising out of the content in WDP materials, programs and services provided by ORACLE.

13. NO GUARANTEE OF TECHNICAL COMPETENCE:

The WDP Course(s) will prepare student for passing any applicable competency or licensing exam. However, Vendor/Party of the First Part does not guarantee student's technical competence as a result of taking the Course(s) or that the student will pass a professional competency or licensing examination.

14. SEVERABILITY:

If any part, term, or provision of this Agreement is declared or found to be illegal, unenforceable, or void, then both parties shall be relieved of all obligations arising under such provisions, but the remainder of this Agreement shall not be affected by such declaration or finding and each provision not so affected shall be construed and enforced as if the Agreement did not contain the particular part, term, or provision held to be illegal, unenforceable, or void.

15. WAIVER:

No covenant, condition, or undertaking contained in this Agreement may be waived except by the written agreement of the parties. Forbearance or indulgence in any other form by either party in regard to any covenant, condition, or undertaking to be kept or performed by the other party shall not constitute a waiver thereof, and until complete satisfaction or performance of all such covenants, conditions, and undertakings, the other party shall be entitled to invoke any remedy available under this Agreement, despite any such forbearance or indulgence.

16. GOVERNING LAW

This Agreement is made pursuant to and should be construed and enforced in accordance with the laws of India without giving effect to otherwise applicable principles of conflict of laws. All claims or controversies relating to the Agreement or the services to be provided hereunder shall be brought in the jurisdiction of Hyderabad courts.

17. SETTLEMENT OF DISPUTES:

- a. In the event any dispute or difference arises out of or in connection with the interpretation or implementation of this Agreement, or out of or in connection with the breach, or alleged breach of this

Agreement, such dispute shall be referred to sole arbitration under the Arbitration and Conciliation Act, 1996.

- b. The sole arbitrator shall be appointed with mutual consent of both the parties and in case of a dead lock in agreeing for the appointment of a sole arbitration, the Sole arbitrator shall be appointed as per the provisions of the Arbitration and Conciliation Act 1996.
- c. The seat of arbitration shall be at Hyderabad, Telangana. All proceedings in any such arbitration shall be conducted in English and the parties agree to the exclusive jurisdiction of the courts in Hyderabad (City Civil Courts at Hyderabad). The arbitration award made by the Arbitration Tribunal shall be final and binding on the Parties. The award shall be in writing.
- d. Both the parties mutually agree to equally bear the costs of arbitral expenses.
- e. This Agreement shall be construed and enforced according to the laws of the State of Telangana and any dispute under this Agreement must be brought in this venue and no other. The parties shall not raise any arguments claiming that “the Courts at Hyderabad are inconvenient” or “the Courts in Hyderabad are inappropriate” for adjudication of such disputes/claims or relief(s).

18. COUNTERPART:

This Agreement may be executed in one or more counterparts, each of which will be deemed an original, and all of which together will be considered one and the same Agreement, binding on both the Parties.

19. ADDENDUM

Any amendments in the clauses of the Agreement may be effected as an addendum, after the written approval from both the parties.

20. INTERPREATION OF AGREEMENT AND HEADINGS:

The section headings in this Agreement are for reference and convenience purposes only and they will not be considered in the construction of this Agreement, and will not affect the meaning or interpretation of it.

21. NOTICE:

Any notice, request, demand or other communication required or permitted hereunder will be given in writing by Registered Post Acknowledgement Due/Courier and/or E-mail address to the party to be notified. The addresses of the parties for the purposes of communication are:-





**Address & E-mail ID : M/s. NEcX Pvt. Ltd.**

5-A/4, IDA, NACHARAM, HYDERABAD, TELANGANA, INDIA Pin: 500076; Email: [know@necx.in](mailto:know@necx.in)

**Address & E-mail ID : Siddharth Institutions.**

Siddhartha Nagar, Narayanavanam Road, Puttur, Andhra Pradesh – 517583  
Email: [sietk\\_ptr@yahoo.com](mailto:sietk_ptr@yahoo.com)

All communications will be deemed given when received.

**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement. The undersigned represent and warrant that they have the corporate authority to bind the respective parties under this Agreement.

The Effective date of this agreement shall be 10<sup>th</sup> May 2016

**Institution Name :** Siddharth Institutions -Puttur

**Authorized Signature:** 

**Name :** Dr. K. Ashok Raju

**Title :** Chairman, SGI

**Signature Date:** 10-05-2017

**NEcX PVT LTD**

**Authorized Signature:** 

**Name:** Ch. ANAND

**Title:** Sr. Project Manager

**Signature Date:** 10-05-2017

GCC Code	Course Name and Details	No. of Licences
<b>Learning Subscriptions (Non Cloud Edition)</b>		
D94936	Java Student Learning Subscription	40
D94888	Oracle SQL Student Learning Subscription	40
D94891	Oracle Database Administration Student Learning Subscription	40
D94894	Oracle Database Advanced Administration Student Learning Subscription	40
<b>Cloud Learning Subscriptions</b>		
D97466	Java Student Learning Subscription (Cloud Edition)	40
D97472	Oracle SQL Student Learning Subscription (Cloud Edition)	40
D97477	Oracle PL/SQL Student Learning Subscription (Cloud Edition)	40
D97478	Oracle Database Administration Student Learning Subscription (Cloud Edition)	40
D97481	Oracle Cloud IaaS Student Learning Subscription (Cloud Edition)	40
D97469	Node.js Student Learning Subscription (Cloud Edition)	40
<b>Java Technologies</b>		
D80895GC10S	Java SE 8 New Features, 1.0 English Student Kit	16
D84838GC10S	Java SE 8 Programming, 1.0 English Student Kit	40
D85116GC20	Java EE 7: Back-end Server Application Development Ed 2	40
D67230GC10S	Java SE 7: Develop Rich Client Applications, 1.0 English Student Kit	40
D84842GC10	JavaScript and HTML5: Develop Web Applications Ed 1	32
D98021GC10	Java IoT Developer Ed 1	40
<b>Database Technologies</b>		
D80182GC11	Oracle Database 12c: PL/SQL Fundamentals Ed 1.1	16
D80198GC20	Oracle Database 12c : SQL and PL/SQL Fundamentals, 2.0 English Student Kit	40
D79128GC10	Oracle Database 12c: Managing Multitenant Architecture Ed 1	16
D78850GC20S	Oracle Database 12c: Backup and Recovery Workshop, 2.0 English - Student Kit	40
D77758GC20S	Oracle Database 12c: New Features for Administrators, 2.0 English Student Kit	40
D80186GC11S	Oracle Database 12c: Program with PL/SQL, 1.1 English Student Kit	40
D79232GC10S	Oracle Database 12c: Data Guard Administration, 1.0 English- Student Kit	32
D77766GC10S	Oracle Database 12c: Install and Upgrade Workshop, 1.0 English Student Kit	16
D79027GC10S	Oracle Database 12c: Admin, Install and Upgrade Accelerated, 1.0 English Student Kit	40
D78846GC20S	Oracle Database 12c: Administration Workshop, 2.0 English Student Kit	40
D78850GC20S	Oracle Database 12c: Backup and Recovery Workshop, 2.0 English - Student Kit	40
D79128GC10S	Oracle Database 12c: Managing Multitenant Architecture, 1.0 English Student Kit	16
D50102GC20S	Oracle Database 11g: Administration Workshop I 2.0 English Student Kit	40
D50079GC20S	Oracle Database 11g: Administration Workshop II - 2.0 English Student Kit	40
D50317GC20S	Oracle Database 11g: Performance Tuning, 2.0 English Student Kit	40
D71862GC10S	Oracle Database 11g: Backup and Recovery Workshop, 1.0 English Student Kit	24
D56261GC10S	Oracle Database 11g: Data Warehousing Fundamentals 1.0 English Student Kit	24
D73528GC10S	Oracle Database 11g: Data Mining Techniques, 1.0 English Student Kit	16
<b>Project Programs</b>		
D95015GC10	Primavera P6 Professional Fundamentals Rel 16 Ed 1	24
D95011GC10	Primavera P6 Professional Advanced Rel 16 Ed 1	12
<b>Applications</b>		
D86898GC10S	Oracle Big Data Fundamentals, 1.0 English Student Kit	40
D63510GC50S	Oracle BI 11g R1: Create Analyses and Dashboards, 5.0 English Student Kit	40
D77998GC10S	Using Oracle NoSQL Database, 1.0 English Student Kit	32
D60271GC10S	R12.x Oracle Purchasing Fundamentals 1.0 English Student Kit	40
D60561GC10S	R12.x Oracle HRMS People Management Fundamentals Ed 1	16
D87503GC10S	R12.2 Oracle Financial Applications Overview, 1.0 English Student Kit	40
D61808GC21S	Object-Oriented Analysis and Design Using UML, 2.1 English Student Kit	40
D87491GC10S	R12.2 Oracle E-Business Suite Fundamentals, 1.0 English - Student Kit	24
D61830GC40	MySQL for Developers Ed 4	40
<b>Health Care Program</b>		
D87792GC20	Argus Standard Edition Processing Safety Cases Ed 2	24
D88657GC10	Empirica Signal 8 Data Mining Runs Ed 1	4
D88653GC10	Empirica Signal 8 Data Mining Results Ed 1	4
D87884GC10	InForm 6.1 for Sponsor Users Ed 1	8
D88877GC10	Central Designer 2.1 InForm Design Ed 1	16





# CHIEF MINISTER'S SKILL EXCELLENCE CENTER



## MEMORANDUM OF AGREEMENT (MoA)

BETWEEN

**ANDHRA PRADESH STATE SKILL DEVELOPMENT CORPORATION**

AND

**Siddharth Institute of Engineering and Technology  
Puttur**

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



AGREEMENT BETWEEN



ANDHRA PRADESH STATE SKILL DEVELOPMENT CORPORATION

AND

SIDDHARTH INSTITUTE OF ENGINEERING AND TECHNOLOGY

PUTTUR

*[Signature]*  
CHAIRMAN  
Siddhartha Institute of Engineering & Technology  
Siddhartha Nagar, Mahaveerpet Road,  
PUTTUR - 517583, Chittoor (D.T.) (A.P.)





The Agreement is executed on this 27<sup>st</sup> day of August 2019 (Effective Date) by and between,

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

**And**

**SIDDHARTH INSTITUTE OF ENGINEERING AND TECHNOLOGY** having its corporate office at **Siddharth Nagar, Narayana Vanam Road, Puttur, Chittoor, Andhra Pradesh 517583** herein after called **SIETK, Puttur** (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successors and assigns) represented by the **CHAIRMAN** of the second part;

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

**WHEREAS:**

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



*Ashta Raju Konduru*  
**CHAIRMAN**  
1 Siddartha Institute of Engineering & Technology  
Siddartha Nagar, Narayanavanam Road,  
PUTTUR - 517583. Chittoor (Dt.) (A.P.)



incorporated APSSDC as a special corporate which shall strive for the appropriate and demand driven Skill Development.

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

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

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

## 2.1 DEFINITIONS:

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

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

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

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



*Asoka Raju Kondamuri*  
**CHAIRMAN**

2 Siddartha Institute of Engineering & Technology  
Siddartha Nagar, Narayanavanam Road,  
PUTTUR - 517583. Chittoor (Dt.) (A.P.)



established and implemented by APSSDC in active collaboration and assistance from the host College, as per the terms of this Agreement.

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

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

### 3. SCOPE OF SERVICES / PROJECT

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

### 4. SCOPE OF THE FIRST PARTY

The APSSDC shall

- Select reputed academic/Industrial Training Institutions through a stipulated procedure;
- Provide a platform for registration of trainees online and mapping of institutions and students;



*Asst. Raju Konduru*

**CHAIRMAN**

Siddhartha Institute of Engineering & Technology  
3 Siddhartha Nagar, Narayanavanam Road,  
PUTTUR - 517583. Chittoor (Dt.) (A.P.)



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

## 5. SCOPE OF THE SECOND PARTY

The College shall:

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



*Ashw Rajuleandam*

**CHAIRMAN**

Siddhartha Institute of Engineering & Technology  
Siddhartha Nagar, Narayanavanam Road,  
PUTTUR - 517583. Chittoor (Dt.) (A.P.)



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

**Compliances:**

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



*A. S. S. D. C.*  
**CHAIRMAN**  
 Siddartha Institute of Engineering & Technology  
 Siddartha Nagar, Narayanavanam Road,  
 PUTTUR - 517583, Chittoor (Dt.) (A.P.)



## 6. REVENUE GENERATED

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

## 7. BREACH OF AGREEMENT & REMEDIAL PERIOD

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

## 8. CONFIDENTIAL INFORMATION

Each Party may disclose Confidential Information:

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

## 9. LIMITATION OF LIABILITY

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





## 10. DISPUTE RESOLUTION

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

## 11. FORCE MAJEURE

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

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

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

## 12. SEVERABILITY

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



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*Asheem Raju Konduru*  
**CHAIRMAN**  
Siddhartha Institute of Engineering & Technology  
Siddhartha Nagar, Narayanavanam Road,  
PUTTUR - 517583. Chittoor (Dt.) (A.P.)



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

**13. NOTICE**

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

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

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

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

**College/**                      **SIDDHARTH INSTITUTE OF ENGINEERING AND**  
**Institution**                      **TECHNOLOGY**  
**Siddharth Nagar, Narayana Vanam**  
**Road,Puttur, Chittoor, Andhra Pradesh 517583**

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

**14. PERIOD OF VALIDITY**

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



*As per Raju Kondum*  
**CHAIRMAN**

8 **Siddhartha Institute of Engineering & Technology**  
**Siddhartha Nagar, Narayanavanam Road,**



## 15. GOVERNING LAW AND JURISDICTION

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

## 16. PUBLICITY

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

## 17. RELATION OF THE PARTIES

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

## 18. MODIFICATION, AMENDMENT, SUPPLEMENT OR WAIVER

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

## 19. ENTIRE AGREEMENT

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



*Aswini Raju Vardhana*  
**CHAIRMAN**  
Siddhartha Institute of Engineering & Technology  
Siddhartha Nagar, Narayanavanam Road,  
PUTTUR - 517583 - Chittoor (Dt.) (A.P.)



## 20.ASSIGNMENT

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

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

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

**SIGNED ON BEHALF OF**

**ANDHRA PRADESH STATE SKILL DEVELOPMENT CORPORATION**

Signature: *B Nageswara Rao*



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

Designation: **Executive Director**

**SIDDHARTH INSTITUTE OF ENGINEERING AND TECHNOLOGY ,**

**Siddharth Nagar, Narayana Vanam Road, Puttur, Chittoor, Andhra Pradesh 517583**

Signature: *Ashok Raju Konduru*

**CHAIRMAN**

Name: *Ashok Raju K.* **Siddharth Institute of Engineering & Technology**  
**Siddharth Nagar, Narayanavanam Road, Puttur - 517583, Chittoor (Dt.) (A.P.)** Designation: **CHAIRMAN**

**Witness**

Name: *Dr. K. Chandrashekhara Reddy*

Name : *Dr. S. Sunil Kumar Reddy*

Signature: *K. Reddy*

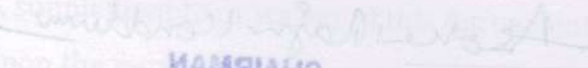
Signature: *S. Sunil Kumar Reddy*

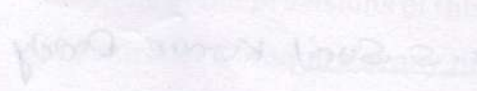

Designation: *Principal*

Designation: *Professor & Head.*



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

  
**CHAIRMAN**  
 Anna Institute of Engineering & Technology  
 Anna Nagar, Madhavaram Road,  
 TAMIL NADU - 600 025, Chennai (DI) (A.P.)

  
 MEMBER  
  
 MEMBER





Annexure - II

**Details of course wise fee**

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

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

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

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

S No	Programs Offered in Amazon Web Services( AWS) for Computer ENGG/ECE students	Duration	Fee
1	Cloud Literacy	1 Day	Free
2	Cloud Computing_101	2 Days	Free
3	ALEXA SKILLS	5 days	100
4	Associate Cloud Architect	5 days	100



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

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

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



**ANDHRA PRADESH STATE SKILL DEVELOPMENT CORPORATION  
APSSDC – SIEMENS PROJECT**



**SIEMENS**  
*Ingenuity for life*

**MEMORANDUM OF UNDERSTANDING (MOU)**

**BETWEEN**

**ANDHRA PRADESH STATE SKILL DEVELOPMENT CORPORATION**

**AND**

**SIDDHARTH INSTITUTE OF ENGINEERING &  
TECHNOLOGY - PUTTUR**



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





**AGREEMENT BETWEEN**

**ANDHRA PRADESH STATE SKILL DEVELOPMENT CORPORATION  
VIJAYAWADA**

**AND**

**Siddharth Institute of Engineering & Technology  
Siddharth Nagar, Narayanavanam Road, Puttur, Chittoor District**



*Amw*

**CHAIRMAN**  
Siddharth Institute of Engineering & Technology,  
Siddharth Nagar, Narayanavanam Road  
PUTTUR - 5175 683, Chittoor (DL) A.P.

The Agreement is executed on this 22 day of November 2017 (Effective Date) by and between,

**ANDHRA PRADESH STATE SKILL DEVELOPMENT CORPORATION**, having its corporate office at 2<sup>nd</sup> Floor, NTR Administrative Block, PN Bus Station, Vijayawada - 520 013 herein after 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 **M.D &CEO** of the first part;

And

**Siddharth Institute of Engineering & Technology** having its corporate office at **Siddharth Nagar, Narayanavanam Road, Puttur, Chittoor Distrcit** herein after called "**SIET, Puttur**" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successors and assigns) represented by the **CHAIRMAN** of the second part;

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

**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 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 State-wide 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 have discussed and decided to achieve the goal of skill development with participative approach of the stakeholders' viz. the Government, Industry, academic institutions, youth and all other stakeholders. This participative approach will go a long way in accomplishing the task in economical, appropriate proportions with relevance in the shortest period. The APSSDC would provide the extra infrastructural and HR development 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 has selected the institutions through a properly constituted high power committee as constituted in G.O.Ms.No.8, SDE&I (Skills) Dept., Dt. 05.10.2015 and issued order vide G.O.Ms.No.5, SDE&I (Skills) Dept., Dt.25.04.2016 given in Annexure-I.

The APSSDC and **SIET, Puttur** which is selected for **technical Skill Development Institute (t-SDI)** 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 **SIET, Puttur** and shall include any written modifications thereof and the schedules attached hereto.

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

“**Centres of Excellence or CoE**” shall mean multi-skill focused Centres of Excellence (CoE) at reputed Engineering College in Automotive, Aerospace & Defence, Manufacturing and Shipbuilding. These Centres of Excellence identified by APSSDC will be established, maintained and run by DesignTech in active collaboration and assistance from SISW, as per the terms of this Agreement.

“**Effective Date**” shall mean the date mentioned at the beginning of this Agreement.

“**GoAP**” means the Government of Andhra Pradesh and any agency, authority (including any regulatory authority) department, inspectorate, ministry or statutory person (whether autonomous or not) (including any successor thereof) under the control and direction of the Government of Andhra Pradesh.

“**GoI**” means the Government of India and any of its duly authorised agency, authority, department, ministry or person (whether autonomous or not).

“**Relevant Authorities**” means the GoI or GoAP or any other regulatory authority appointed by GoI or GoAP having jurisdiction in relation to the subject matter of this Agreement under Applicable Law.

“**Skill Building Centres**” shall mean block or village level skill development centres connected with the COEs and t-SDIs over internet, where local students can access and learn out of the interactive digital courseware. Thereafter students come to a CoE or t-SDI to complete the practical sessions as necessary for the completion of the courses.





“t-SDI” shall mean technical-Skill Development Institutes that are focused on skilling students in technical vocational trades of Automotive, Electrical, Electronics, ICT, Manufacturing and Fabrication.

## 2.2 INTERPRETATION

In this Agreement, unless the context otherwise requires:

- a. Unless the context otherwise requires, a reference to the singular shall include a reference to the plural and vice-versa;
- b. Heading and bold typeface are inserted for convenience of reference only and shall not affect the meaning or construction of this Agreement;
- c. The words “include” or “including” shall be deemed to be qualified by a reference to ‘without limitation’;
- d. References to this Agreement or to any other agreement, deed or other instrument shall be construed as a reference to such agreement, deed, or other instrument as the same may from time to time be amended, varied or supplemented;
- e. A reference to a Clause or schedule is, unless indicated to the contrary, a reference to a clause or schedule of this Agreement;
- f. Words denoting a person shall include an individual, corporation, company, partnership, trust or other entity;
- g. References to dates and times shall be construed to be references to Indian dates and time;
- h. References to the word “days” shall, unless otherwise indicated, mean calendar days;
- i. The Annexures to this Agreement shall form an integral part of this Agreement and shall be read along with this Agreement;
- j. In addition to terms defined in Clause 2.1, certain other capitalized terms are defined elsewhere in this Agreement and whenever such terms are used in this Agreement, they shall have their respective defined meanings, unless the context expressly or by necessary implication otherwise requires;
- k. In the event of any inconsistency between the main body of this Agreement and an Annexure/ Schedule hereto, the provisions of the main body of this Agreement shall prevail;



A handwritten signature in green ink, appearing to be "Amw", written over a faint circular stamp.

**CHAIRMAN**

Siddharth Institute of Engineering & Technology  
Siddharth Nagar, Naryanavaram Road  
PUTTUR - 5175-588, Chittoor (Dt.) A.P.



- l. The terms and provisions of this Agreement, and the respective rights and obligations of the Parties under this Agreement, shall be binding upon, and inure to the benefit of, their respective successors and permitted assigns;
- m. The terms and provisions of this Agreement, and the respective rights and obligations of the Parties under this Agreement, shall be binding upon, and inure to the benefit of, their respective successors and permitted assigns, and
- n. In the event of conflict between translated version of this Agreement executed in vernacular language and English version, the English version of the Agreement shall prevail as to its interpretation.

### 3. SCOPE OF SERVICES / PROJECT

- a. To make qualitative improvements in imparting Technical Education by setting up or providing:
  - infrastructure in college laboratories by adopting latest technologies in engineering design, manufacturing, analysis and management to serve the needs of all the industrial units;
  - Skill up-gradation of faculty by imparting training;
  - Update course curriculum to suit modern industrial practices;
  - Promote Research & Development and Innovation for existing Industries.
  - Centers of Excellence, Technical Skill Development Institutes, and Skill Building Centers 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 Education System 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;



A handwritten signature in green ink, consisting of stylized letters.

**CHAIRMAN**  
Siddhant Institute of Engineering & Technology  
Siddhant Nagar, Narayanavanam Road  
PUTTUR - 5159 003, Chittoor (Dt.) A.P.



#### 4. OBLIGATIONS OF THE FIRST PARTY

The APSSDC shall

- Select reputed academic/Industrial Training Institutions through a procedure
- Provide a system for registration of trainees online and mapping of institutions and students in case of 50% of intake capacity allotted for outsiders
- Provide equipment with latest technology to fill up the gap required to suit the skill development training requirements
- Train the faculty in the required skill
- Identify and provide course curriculum to suit modern industrial practices
- Promote Research & Development and Innovation for existing Industries
- To get the evaluation done by third party of the Skill Development programs 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. OBLIGATIONS OF THE SECOND PARTY

The Academic institution/Industrial Training Institution shall provide and follow the guidelines presented:

- the required area for setting up of the labs as per the specifications mentioned in Annexure-II,
- the necessary infrastructure as per the project specifications outlined in their proposal, including electricity, water, plumbing/ pneumatic piping, furniture and fixtures
- adequate security
- internet connectivity of required bandwidth
- equipment for training of identified trainers of the college/institution
- Training courses in collaboration with the industrial partners for first two years and with their handholding for third year and later to conduct the programs without support from industrial partners for next seven years.



- Maximum enrolment of their students for the APSSDC training programs within scope of this agreement.
- at least 50% of intake capacity to students of other colleges with residential facilities
- to follow the Guidelines and procedures prescribed/ as may be prescribed from time to time by the APSSDC for implementation
- to submit all reports and documents relating to progress of the CoEs / t-SDIs, Accounts, Audit, Procurement, Disbursement and Annual Work Plan, as specified at such frequency as may be required by 'THE FIRST PARTY'.
- 'THE FIRST PARTY' and 'THE SECOND PARTY' agree to accept the following Key Performance Indicators (KPIs):
  - Number of Skill Development programmes that are completed Vs Planned
  - Number of students with a Skill Development certificate Vs Planned
  - Number of students placed Vs Trained for Employability
  - Number of students enrolled for advanced Skill Development Programs Vs Planned
  - Revenue from Skill Development Programs Vs Revenue from other activities
- Institutions will face punitive action amounting to either exclusion from the Project and recovery of funds if any, provided to them till the date of their exclusion or curtailment of funding 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. SHARING OF REVENUES GENERATED

- ❖ Sharing of Revenue generated shall be as per the guidelines issued by APSSDC from time to time





## 7. MONITORING THE ACTIVITIES OF CoEs AND t-SDIs

The activities of CoEs and t-SDIs shall be regularly monitored through an IT monitoring system at state and institution level on a real time basis and also through the monitoring committee i.e. State Level Monitoring Committee at APSSDC and through the Local Board of Governors at the Institutional level.

### 7.1 State Level monitoring of the CoEs and t-SDIs

The State Level Monitoring Committee shall consists of

1. CEO APSSDC - Chairman
2. One Director from APSSDC Governing Board as Member
3. One representative from a Siemens CoE hosting institution
4. One representative from a t-SDI hosting institution
5. One nominee from Siemens Industry Software Limited (SISW) or DesignTech.
6. One nominee from private Engineering colleges association
7. One nominee from Industrial association like CII, FICCI, ASSOCHAM, NASSCOM.

#### Functions of State Level Monitoring Committee:

- Shall monitor and review the functioning of CoEs and t-SDIs at State Level and recommend corrective steps
- Shall conduct the meetings quarterly and give advice and directions for the effective functioning of CoEs and t-SDIs
- Shall resolve all issues arising during the implementation and operation of the project
- Plan new courses and finalize generic offering schedules keeping in view of skill gap studies and emerging industrial needs
- Planning and finalizing the Training of Trainers (ToT) programs for faculty and mentors
- Setting targets



- Any other issues related to implementation of skill development programs

## 7.2 Local Board of Governance(BoG):

The BoG constituted by the selected institutions shall consists of

1. Principal/Director of hosting institute where CoE /t-SDI is installed
2. Concerned authority from each of the t-SDI institutions within the cluster in case of CoE. For t-SDI, concerned authority from CoE
3. APSSDC Representative
4. DesignTech Representative
5. Representatives of industry
6. Nominee of industries/labour department
7. Local Representative from Technical Education Dept.

### Functions of Local Board of Governance:

- a. Shall oversee the implementation and operations of CoEs and t-SDIs
- b. Conduct review meeting once in a month with a thorough audit of facilities and program execution and communicate the minutes to State Level Committee
- c. Review the progress of training programs and send suggestions with respect to the existing and new programs to APSSDC
- d. Carryout promotional activities for local industry, unemployed youth and self-help groups.

## 8. BREACH OF AGREEMENT& REMEDIAL PERIOD

In case the SIET, Puttur, commits breach of any condition as laid down in this Agreement, the state level approval committee and/or government shall bring the same to the notice of SIET, Puttur. 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 technical Skill Development Institute (t-SDI) along with the assets of the project and other fixed assets, except other liabilities of promoters and their employees.



*Am*

**CHAIRMAN**

Siddharth Institute of Engineering & Technology  
Siddharth Nagar, Narayanavanam Road  
PUTTUR - 5175 583, Chittoor (Dt.) A.P.



## 9. CONFIDENTIAL INFORMATION

The parties recognize that in the course of providing the software and performing the services pursuant to this Agreement, all parties may have access to confidential information and trade secrets belonging to the other and each Party desires that such confidential information and trade secrets remain confidential. Each party agrees that all confidential information and trade secrets communicated to the other in any manner (the "Confidential Information"), will be used by the recipient party only for the purposes allowed by this Agreement. The other party's Confidential Information will not be disclosed by the recipient party, other than to its employees. Each party will advise its employees and, shall sign confidential agreement with those who receive any of the other party's Confidential Information. The confidentiality provisions of this Section will not apply to any Confidential Information that (i) was or becomes generally available to the public other than as a result of disclosure by the recipient party in violation of this Agreement; (ii) becomes available to the recipient party from a source other than the other party, provided that the recipient party has no reason to believe that such source is itself bound by a confidentiality or nondisclosure agreement with the other party or otherwise prohibited from disclosing such Confidential Information by a legal, contractual or fiduciary obligation; (iii) was in the recipient party's possession prior to receipt from the other party; (iv) is independently developed by the recipient party without the use of the other party's Confidential Information; or (v) is required to be disclosed by the recipient party by a governmental agency or law, so long as the recipient party provides the other party with written notice of the required disclosure promptly upon receipt of notice of the required disclosure. Upon demand, the parties shall comply with each other's instructions regarding the disposition or return of the Confidential Information in its possession or control.

Upon any actual or threatened violation of this Section by either party, the other party will have the right, in addition to such other remedies which may be available to it, to seek injunctive relief enjoining such acts or attempts, it being acknowledged and agreed that monetary damages are inadequate to protect the other party.





## 10. 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.

## 11. 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. In such event, APSSDC shall nominate one arbitrator and SIET, Puttur shall jointly nominate one arbitrator and these two arbitrators shall choose the third arbitrator. The written award of the majority arbitrators shall be final and binding on all the Parties. The seat and venue for the arbitration proceedings shall be Vijayawada/Amaravati, Andhra Pradesh.

## 12. 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

  
Andhra Pradesh State Skill Development Corporation  
APSSDC  
Puttur



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 11 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.

### 13. 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.

### 14. NOTICE

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

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

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

**APSSDC**

**Andhra Pradesh State Skill Development Corporation**

**2<sup>nd</sup> Floor, NTR Administrative Block, PN Bus Station, Vijayawada - 520 013**



*Aw*

**CHAIRMAN**

**Siddharth Institute of Engineering & Technology  
Siddharth Nagar, Narayanavanam Road  
PUTTUR - 5175 583, Chittoor (Dt.) A.P.**

**College/ Institution** **Siddharth Institute of Engineering & Technology**  
**Siddharth Nagar, Narayanavanam Road, Puttur,**  
**Chittoor District**

14.2. 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 despatch of the notice or document and in the case of despatch 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 despatched in accordance with the provisions of Clause 14.1 hereof.

**15. GOVERNING LAW AND JURISDICTION**

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

**16. PUBLICITY**

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



  
**CHAIRMAN**  
Siddharth Institute of Engineering & Technology  
Siddharth Nagar, Narayanavanam Road  
PUTTUR - 5175 583, Chittoor (Dt.) A.P.



**17. RELATION OF THE PARTIES**

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

**18. MODIFICATION, AMENDMENT, SUPPLEMENT OR WAIVER**

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

**19. ENTIRE AGREEMENT**

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

**20. ASSIGNMENT**

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

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

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



**CHAIRMAN**

Siddharth Institute of Engineering & Techno  
Siddharth Nagar, Narayanavanam Ro  
PUTTUR - 5175 583, Chittoor (Dt

SIGNED ON BEHALF OF

ANDHRA PRADESH STATE SKILL DEVELOPMENT CORPORATION

Name: Sri K. Sambasiva Rao, IRTS

Signature: [Handwritten Signature]



Designation: Managing Director & Chief Executive Officer

Siddharth Institute of Engineering & Technology,  
Siddharth Nagar, Narayanavanam Road, Puttur, Chittoor District

Name: DR. K. ASHOK RAJU

Signature: [Handwritten Signature]

Designation: CHAIRMAN

**CHAIRMAN**  
Siddharth Institute of Engineering & Technology  
Siddharth Nagar, Narayanavanam Road  
PUTTUR - 5175 583, Chittoor (Dt.) A.P.

Witness

Name: DR. K. CHANDRASEKHAR REDDY

Signature: [Handwritten Signature]

Designation: Principled

Name : Dr. S. SUNIL KUMAR REDDY

Signature: [Handwritten Signature]

Designation: Professor & Head .





ఆంధ్రప్రదేశ్ ఆంధ్ర ప్రదేశ్ ANDHRA PRADESH

S. No. 5660 dt. 10.10.2021 Rs. 20/-  
Siddharth Institute of Engineering &  
Technology, Puttur.

7AAA 747613

D. Dhanalakshmi

D. DHANALAKSHMI  
LICENSED STAMP VENDOR  
L.No:10-17-015/2011  
R.L.No:10-17-011/2020  
K.N. ROAD, PUTTUR-517 583  
Cell: 83097 98944

## MEMORANDUM OF UNDERSTANDING

Between

**SIDDHARTH INSTITUTE OF ENGINEERING & TECHNOLOGY**

AND

**FIRST-LADDER MANAGEMENT SOLUTIONS**

The above parties have had preliminary discussions in this matter and have ascertained areas of broad consensus. The parties now, have therefore, agreed to enter in writing these areas of consensus, under a Memorandum of Understanding. This Memorandum of Understanding entered between **SIDDHARTH INSTITUTE OF ENGINEERING & TECHNOLOGY** AND **FIRST-LADDER MANAGEMENT SOLUTIONS** on 12<sup>th</sup> October 2021.



## **ABOUT SIDDHARTH INSTITUTE OF ENGINEERING & TECHNOLOGY**

**Siddharth Institute of Engineering & Technology (SIETK)** is an autonomous institution established in 2001. The institute is approved by AICTE, New Delhi and accredited by NBA (National Board of Accreditation) for five branches of Engineering (CIVIL, EEE, Mechanical, ECE & CSE), NAAC (National Assessment and Accreditation Council) with 'A' grade and is affiliated to JNTUA, Ananthapuramu.

SIETK is an emerging center for excellence in Engineering & Management education, boast of energetic & experienced faculty, successful students, great infrastructure and excellent placements record. The management encourages the students and the faculty to "*Dare to Dream and Strive to Achieve*". The institutes are indeed "dream come true" for many aspiring youngsters from rural areas in Chittoor District and Southern Andhra Pradesh.

Our commitment to widening participation has ensured that we continue to make Higher Education accessible to those from poor backgrounds. We look forward to every opportunity to spread knowledge beyond our campus through the creativity and achievements of our staff and students. Our perspective is global, in our activity, our reach and our aspirations. Our goal is to be the most preferred choice of students, faculty and industry and to be in the top in every discipline of education, engineering and management. Our aim is to achieve global leadership in human development and excellence in education.

## **ABOUT FIRST-LADDER MANAGEMENT SOLUTIONS**

Started in the year 2009 as a proprietary firm offering training and recruitment services to educational institutions and corporate, completing a decade in the market with enriched experience and thorough knowledge on the workforce demand and skillset matching pertaining to various industries/domains, First-Ladder stood the test of time, migrated, becoming a private limited organization. First Ladder offers a finishing course module for students from institutions to help them prepare to enter today's corporate world that is extremely competitive and demanding. Designed & Developed the course content in consultation with experts from relevant fields in addition to leading the course being conducted onsite at various premier institutions. Continuous Career Enhancement Program (CCEP) program will enable the college students to understand and develop their overall personality, equip them with the right kind of knowledge & skill sets required to face the challenges in today's competitive corporate world. They have been providing professional campus recruitment & placement services to students, colleges and companies across the nation. They help leading organizations hire their next generation workforce from the best campuses in the country. First-Ladder are into campus recruitment, campus placements, campus jobs, campus interview, campus job fairs, campus job portal, career counseling for students & alumni. With dedicated team of professionals who have industry experience spanning over 10 years and an unmatched knowledge of the market are truly unbeatable.



## SCOPE OF THIS AGREEMENT

### Roles and responsibilities of FIRST-LADDER MANAGEMENT SOLUTIONS

- End to end services for University/College admissions for Undergraduate and postgraduate levels students at overseas.
- Tutoring the students for IELTS/PTE/TOEFL and other languages such as GERMAN/ITALIAN/FRENCH
- For 1st Year students to ensure a seamless transition from school to college culture by giving Communication Skills, Employability Skills, and Technical Training
- With the experience about the concerns of the Corporate and the candidates which helps in giving inputs to the students to enhance their success during placements.
- Certified Trainers , Methodology , Interaction with the Corporate Practitioners ,helps in good interview process depending upon the Industry Exposure to education and corporate worlds

## OUR SERVICES

- ❖ Jobs – Domestic & Overseas
- ❖ Internship
- ❖ Training & Placement
- ❖ Education Overseas
- ❖ Immigration Services – Canada & Australia

## TERMS OF AGREEMENT

1. This agreement is valid for three years, and it can extend further on mutual consent.
2. The MOU can be terminated with a notice of 3 months from either side.
3. The decision of the institute principal is final for conducting all activities.
4. This agreement is governed by and constructed in accordance with Indian law

For  
FIRST-LADDER  
MANAGEMENT SOLUTIONS  
For FIRST-LADDER MANAGEMENT SOLUTIONS PVT. LTD.

*A. S. S.*

Place: Puttur

Director

Date: 12.10.2021



For *Kennedy*  
SIDDHARTH INSTITUTE OF  
ENGINEERING & TECHNOLOGY  
PRINCIPAL  
Siddharth Institute of Engineering & Technology  
Siddharth Nagar  
PUTTUR - 517583, Chittoor Dist.

## MEMORANDUM OF UNDERSTANDING

between

Siddharth Institute of Engineering & Technology (SIETK)  
and  
gcGEMS – GC German Center for Engineering and Management Studies UG Aachen  
and  
European Center for Mechatronics APS GmbH Aachen

This Memorandum of Understanding ("MOU") is executed on the 15<sup>th</sup> day of February 2019, between:

**Siddharth Institute of Engineering & Technology (SIETK)** having its principal address at Siddharth Nagar, Narayanavanam Road, Puttur, Chittoor Dt. AP, India. (here in after referred to as "INDIAN UNIVERSITY", which expression shall unless repugnant to the meaning thereof, mean and include its successors and permitted assigns) of the FIRST PART

AND

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

AND

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

**APS and GEMS collectively referred as European Center for Mechatronics and Manufacturing.** (here in after referred to as "ECMM", which expression shall unless repugnant to the meaning thereof, mean and include its successors and permitted assigns)

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

WHEREAS:

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



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

In pursuance of the afore said, the Parties hereto wish to record under this MOU, the terms of their mutual understanding in order to establish a framework for initiating innovative models of industry based and cutting edge technical education.

NOW THE PARTIES HERETO AGREE AS UNDER:

#### ARTICLE 1: SCOPE OF THE MOU

1.1 The objective of this MOU is to set out the scope within which INDIAN UNIVERSITY, GEMS and APS will jointly explore and work towards achieving the objectives and matters described in this MOU. Each Party shall have the right, in its sole discretion, to determine how it will fulfill its obligations hereunder.

- ECMM is co-funding the INDIAN UNIVERSITY for establishing the ARC lab and student trainings along with industry partners and government partners.
- ECMM is providing knowledge transfer, training and industrial connect
- ECMM is executing the faculty training and student training in cooperation with INDIAN UNIVERSITY and Andhra Pradesh Skill Development Corporation (APSSDC)
- ECMM will be providing the course content and execution plan in consultation with APSSDC
- INDIAN UNIVERSITY is a partner to be part of establishing the Indo-European cluster for Mechatronics and Manufacturing
- INDIAN UNIVERSITY to be resource partner in India for ECMM for mutually agreed programs by providing two faculties for this process of ARC labs
- INDIAN UNIVERSITY is assigning the minimum 2 faculties for executing this program in India.
- INDIAN UNIVERSITY will be mobilizing the students and organizing the infrastructure recommended by the ECMM and APSSDC
- Conduct Mechatronics and Manufacturing courses and lab work
- Exchange of researchers and students
- To apply and manage international research projects with Indian and German companies/organizations.
- Establish of a common research location/ representation for transnational research projects between German and Indian partners in Andhra Pradesh

- Collaborate for dissemination of knowledge on cutting edge technologies to faculty and research programs
- GEMS will be the organizing body for the process of this cooperation activity

1.2 If INDIAN UNIVERSITY, GEMS and APS mutually agree to pursue any specific objectives and undertakings, the terms and conditions for pursuing such objectives shall be documented on a case-to-case basis.

#### **ARTICLE 2: ADVISORY GROUP**

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

#### **ARTICLE 3: COMMERCIAL TERMS**

3.1 There are two commercial aspects involved in process of establishing the Advanced Robotic Control labs and skill development process through training of students and faculty.

- The process of lab establishment at the INDIAN UNIVERSITY will be funded 66.66 % by INDIAN UNIVERSITY AND 33.33% by GEMS and APS ECM.
  - INDIAN UNIVERSITY need to pay the 100% of their part of the payment within 10 working days after the MOU signing.
- Skill development aspect: Student training fund will be allocated as 45% by APSSDC (Andhra Pradesh Skill Development Corporation), 45% by ECM and 10% by student. Payment process terms with APSSDC defined in a separate agreement between APSSDC, APS ECM and Indian University.

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



#### **ARTICLE 4: CONFIDENTIALITY**

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

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

#### **ARTICLE 5: ANNOUNCEMENT**

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

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

#### **ARTICLE 6: TERM AND TERMINATION**

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

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

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

## ARTICLE 7: MODIFICATIONS

The AGREEMENT may be amended by mutual consent through an exchange of correspondence between the two Parties.

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

### Signatures

For Siddharth Institute of Engineering & Technology



Dr. Konduru Ashok Raju **CHAIRMAN**

Chairman Siddharth Institute of Engineering & Technology

Date: 15-02-2019 Siddharth Nagar, Narayanavanam Road  
PUTTUR - 5175 583, Chittoor (Dt.) A.P.

For ECMM

Mr. Vangapandu Venkata Nagaraju

Founder/President - GC German Center for Engineering and Management Studies

President Indian Affairs – European Center for Mechatronics APS GmbH

Date: 15-02-2019

For ECMM

Dr. Till Quadflieg

Managing Director - European Center for Mechatronics APS GmbH

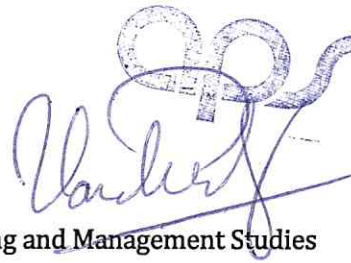
Date: 15-02-2019

For ECMM


Dr. Christoph Greb

Managing Director - European Center for Mechatronics APS GmbH

Date: 15-02-2019

  
APS GmbH  
Europäisches Centrum  
für Mechatronik  
Vaalser Straße 400  
52074 Aachen (Germany)

  
APS GmbH  
Europäisches Centrum  
für Mechatronik  
Vaalser Straße 400  
52074 Aachen (Germany)

  
APS GmbH  
Europäisches Centrum  
für Mechatronik  
Vaalser Straße 400  
52074 Aachen (Germany)



## MEMORANDUM OF UNDERSTANDING

This agreement is made & executed on this day of 12<sup>th</sup> December 2019 between **"Qspiders Campus Connect" a unit of Test Yantra Software Solutions India Pvt Ltd** Having its corporate office at No.50, 2<sup>nd</sup> Floor, Brigade MLR Center, Vanivilas Road Bangalore:-560004 Here in after referred to as the **"QCC"** which expression shall mean and include its heirs, legal representatives, executors, successors-in-interest, administrators and assignees etc. of the **one part**.

And

**"Siddharth Group of Institutions"**, Puttur. Here in after referred to as the **"SGI"** which expression shall mean and include its heirs, legal representatives, executors, successors-in-interest, administrators and assignees etc. of the **other part**.

**Objective:** "The Objective of this MOU is to provide **Technical and academic Training Program to SGI Students**"

**General Terms of MOU:**

1. **Business Model:** Both the parties have agreed for the below business models in skilling the students of SGI.

a. **Campus Recruitment Training and Placement Model.**

The model highly focused of building the employability skills in students and making them industry ready. Trained resource are deployed to customers through placement drives.

**Model Scope:** The Model has been customized and tailored made to the need of SGI in providing quality training to students and providing opportunity for placements. QCC is committed to render the services which are under the model scope. The services under the model are.

- 1) Technical Training for Circuits branches.
- 2) General Aptitude and soft skill training.
- 3) Placement support.



## 2. Training Module and Schedule.

### a) Training Module:

#### CRT Modules:

Serial No	Subjects	Branches	Remarks
1	C & Data Structures	ALL	
2	Java	Circuit Branches	Interested Non-circuit branch students are eligible to attend
3	SQL	Circuit Branches	Interested Non-circuit branch students are eligible to attend
4	General Aptitude	ALL	
5	Soft Skill	ALL	

Apart from the mentioned subjects QCC will provide additional training if required for the specific company.

### b) Training Schedule:

The planned training modules will be delivered in multiple phases. For the effectiveness of training QCC need student availability at one stretch for 15 -20 days in each phase. The training phase will be mutually agreed based the demand and need.

## 4 Our Commitment:

### Training Commitment:

QCC is very committed to deliver the services as promised. QCC will not be comprising on the Training quality. QCC is committed deliver the trainer as per the schedule, conduct the assessments regularly. SGI is committed to cooperate in handling 5-10% deviation in the plan due to unavoidable circumstances.





## Placement Commitment:

QCC and SGI both are mutual agreed for the below commitment on the placements with the terms and conditions.

Year	Placement Commitment	Placement Period
2020	55% - 60% of Eligible students	till 30/09/2020
2021	65% of Eligible students	till 30/09/2021
2022	75% of Eligible students	till 30/09/2022
2023	85% of Eligible Students	till 30/09/2023

The above shoot up mentioned is percentage of placement commitment based on previous records as well Qspiders's assessment. QSpiders is committed to increase placement rate proportionately every year in collaboration with college management.

## Terms and Condition:

To evaluate overall placement performance following pointers are considered.

1. If non-eligible student is placed, it will be considered under our commitment.
2. Student placed in pool campus should be considered, since we will be putting effort in grooming the students.
3. Students participated and placed in the company drives through online platform is considered under our commitment. e.g TCS Ninja , TCS NQT, Wipro National level drive.
4. SGI is committed to send the students to the venue where QCC is organizing the drive.
5. Student placed by QSpiders after graduation up to 30th Sept of the calendar year will be considered.
6. Student placed within 30th Sept of the year, offer released in oct should be considered.
7. QSpiders will be not responsible if company offers different role after candidate joining the organization.
8. In case offer is not released from company side, QSpiders will provide additional support to such students.

9. If student drops offer for any reason, still it will be part of our commitment.
10. An QCC Team will be working to fulfill the commitment. They will be using SGI email domain and college prospectus.
11. Any companies brought by the local team at college should be notified to QCC team.
12. Placements must be relevant to IT Job role.
13. Minimum 4-5 well reputed companies has to visit SGI campus.
14. Assessment as well material access platform has to provide to all the students with individual logins.

#### Penalty:

- Both the parties has to discuss and resolve the issues to avoid arbitrations.

#### 5 SPOC and Trainer Deployment:

- a) Training Program will be delivered in SGI campus.
- B Trainers having multiple skills are used to train on multiple skills.
- c) QCC will use either in-house trainer or freelance trainer based on the need and availability
- d) Primary SPOC: Sharath Kumar S B, 9513311925, [sharath.sb@campus.qspiders.com](mailto:sharath.sb@campus.qspiders.com)
- e) Secondary SPOC: Kavya P, 9972389548, [kavya.p@campus.qspiders.com](mailto:kavya.p@campus.qspiders.com)
- f) Any change in training co-ordinator will be communicated.

#### 6 Payment and Mode of Payment:

Technical and academic Training fee Charged by QCC shall be to all the students of SGI who undergo training as per the agreed cost as per cost mentioned in the annexure I (Not applicable for Specific Training for which fee will be specified accordingly). SGI shall make payment only through Online transfer or DD.





Bank Account Details for NEFT or RTGS:

- a) Name: QSpiders CampusConnect  
Bank Account Number: 625405501069  
Bank Name: ICICI Bank, Chamrajpet, Bangalore  
IFSC Code: ICIC0006254
- b) DD to be issued in favour of "QSpiders CampusConnect a unit of Test Yantra s/w solutions India Pvt Ltd"

## 7 Confidentiality:

Each party agrees that it shall not, at any time, after executing the activities of this MOU, disclose any information in relation to these activities or the affairs of business or method of carrying on the business of the other without consent of both parties.

## 8 Extension of Agreement:

The MOU may be extended provided the parties agree upon, and can provide the necessary resources.

## 9 Communications:

All notice, demands and other communication under this agreement in connection herewith shall be written in English language and shall be sent to the last known address, email, or fax of the concerned party. Any notice shall be effective from the date on which it reaches the other party.

## 10 Terms and Conditions:

### 1.1 Hiring Terms:

1. SGI cannot hire the current employees of QCC and its group of companies TestYantra, QSpiders and JSpiders, in such case SGI need to seek NOC from QCC.
2. SGI cannot hire the employees worked QCC and its group of companies TestYantra, QSpiders, JSpiders and got relieved from his/her employability within 3 years. Minimum gap should be 3 years and more.
3. SGI cannot hire employees of QCC and its group companies TestYantra, QSpiders, JSpiders in any of the below forms
  - a. As a Permanent Employee of SGI
  - b. As a Contract Employee of SGI
  - c. As a part time employee or daily wages employee of SGI
  - d. As a consultant to SGI
  - e. Through any other sources or companies
  - f. Direct or indirect association with ex-employee is not allowed.
4. Freelance trainer deployed for SGI should not be hired on SGI roles and term no 3 is also applicable to freelancer trainer also.



## 1.2 Training Content and Delivery Terms:(Applicable if Program is Campus Training)

1. Training Head or Coordinator from QCC will meet Principal & concern HOD of SGI to formalize and finalize the training content mutually.
2. Once the training content is finalized and approved, it cannot be modified later.
3. The training content which is agreed mutually by QCC and SGI will be delivered by QCC
4. Additional training apart from the agreed content, is recommended/requested by any SGI campus will be charged additionally based on subject and its content.
5. QSpiders has to send quality trainers.
6. An Account Manager from QSpiders will be stationed in the college premises during each training phase to co-ordinate with all Departments.

## 1.3 Infrastructure Terms:

1. Infrastructure need to run and deliver the training and placement to be provided by SGI which includes
  - a. Training room facilities
  - b. Trainer place to sit and also to guide students
  - c. Grooming and interview preparation rooms
  - d. Mock interview rooms.
  - e. Online and offline assessment rooms
  - f. Notice Board

## 1.4 Payment Terms:

### 1.4.1 Training Payment Terms:

- 1.4.1.1 Placement Training fee is applicable to all students who undergoing training.
- 1.4.1.2 If student is discontinued or dropped from the training, fee is applicable.
- 1.4.1.3 Placement fee is applicable to all the student undergone training by QSpiders and interview opportunity provided by QSpiders or College.
- 1.4.1.4 Placement period is up to September 2020 for 2020 passing out students.
- 1.4.1.5 Placement fee of Rs.8000/- is charged to the placed students by QSpiders.





- 1.4.1.6 Placed students will pay 50% of placement fee once they received offer letter, remaining after receiving joining letter.
- 1.4.1.7 If placed students not received Offer/Joining letter, placement fee has to be payback.
- 1.4.1.8 Any additional training required for placements will not be charged.
- 1.4.1.9 Payment to be released within a week of invoice raised.

## 1.4.2 Payment Schedule:

Payment Terms						
Placement Training						
Training Fee (Per Student)	Total Students undergoing Training	Training Cost	GST (18%)	Total Training Cost		
Rs 5000/-	750	Rs 3750000	Rs 675000	Rs 4425000		
Model	Payment Slot	Payment Time	Payment Percentage	Payment Amount	GST(18%)	Bill Amount
Training Fee	1	At Beginning of Training	50%	1875000	337500	2212500
	2	At End of Training	50%	1875000	337500	2212500

### Tax Terms:

1. GST will be paid as per mutual agreement, based on the invoice raised by QCC
2. SGI will be paying 18% GST.
3. All the payment done by SGI campus, TDS will be applicable and TDS statement to be provided to QCC quarterly

### 1.5 Exit terms:

1. The minimum locking period for this agreement will be 2 years from the date of signing MOU.
2. Both the parties can exit from the agreement if other party services are not satisfied.



## 11 Arbitration:

Any dispute arising with regard to any aspect of this Agreement shall be settled through mutual consultations and agreements by the parties to the Agreement.

Or

All disputes, questions or differences etc., arising in connection with this agreement

Shall be referred to a sole arbitrator to be nominated by both the Parties. The arbitration Proceedings shall be in accordance with & subject to Arbitration and Conciliation Act, 1996. The award of the arbitrator shall be final and binding on all parties to this Agreement. The venue of such arbitration shall be at Bangalore or Puttur.

Encl: Annexures Enclosed

**For**  
**Siddharth Group of Institutions**

**For**  
**QSpiders Campus Connect.**

**Name: Dr. K Ashok Raju**  
**Designation: Chairman**

**Name: Keshava D E**  
**Designation: Director**



Qspiders Campus



## **SERVICE AGREEMENT**

This **SERVICE AGREEMENT** is made and entered into this on 27<sup>th</sup> November 2017.

### **BY AND BETWEEN**

**HireMee**, a unit of Kaam Services Private Limited, a company incorporated under the Indian Companies Act, 1956, having its registered office at No-483, Seetha Complex, 16<sup>th</sup> Cross, 8<sup>th</sup> Main Road, Ideal Homes Co-Operative Building Society Ltd Layout, RR Nagar, Bangalore-560098 (hereinafter referred to as 'HireMee', which expression shall, unless repugnant to the context or meaning thereof, mean and include its successors and assigns) of the FIRST PART;

### **AND**

**Siddharth Institute of Engineering & Technology**, organized under the Indian Laws having its principal place of business at, **Siddharth Nagar, Narayanavanam Road, Puttur, Chittor District, Narayanavanam, Andhra Pradesh 517583**(hereinafter referred to as 'Institution', which expression shall, unless repugnant to the context or meaning thereof, mean and include its successors and permitted assigns) of the SECOND PART.

(HireMee and Institution are hereinafter collectively referred to as "the Parties" and severally as "Party")

WHEREAS HireMee is a CSR initiative by reputed group of companies which help to make recruitment easier and faster for Students, Colleges and Corporates, through use of mobile app and website ([www.hiremee.co.in](http://www.hiremee.co.in)) free of cost.

WHEREAS Institution is in the business as an 'Education Provider' and is desirous of taking service from HireMee as described here under, on the terms agreed and contained herein;

WHEREAS the Parties intend to facilitate HireMee's solution by bringing the Institution's placement activities online thereby attracting more corporate and other entities for recruitment of registered users ("users") of HireMee.co.in.

**NOW, THEREFORE, IN CONSIDERATION OF THE PROMISES AND THE MUTUAL COVENANTS, AGREEMENT HEREINAFTER SET FORTH, THE PARTIES INTENDING TO BE LEGALLY BOUND, HEREBY AGREE AS FOLLOWS:**

#### **1. SERVICE DETAILS:**

The details of the service that Institution has agreed to take from HireMee are as follows ("**Service**"):

**NOTED AND ACCEPTED:**



<b>Institution Name:</b>	<b>Siddharth Institute of Engineering &amp; Technology</b>
<b>Services</b>	<b>HireMee Assessment &amp; Placement assistance</b>
<b>Assessment date</b>	<b>Mutually agreed date</b>
<b>Validity</b>	<b>One Year</b>

## 2. PRICE:

Free of Cost

## 3. Terms:

HireMee will conduct the assessment for all final year students and the seven digit scores will be shared with corporates, Institution should provide the complete infrastructure in their college premises to conduct the assessment. Institution shall provide the final year students' data base and ensure that all the students download HireMee's mobile app.

## 4. HireMee's OBLIGATION:

- To provide online portal access to the Institution on [www.hiremee.co.in](http://www.hiremee.co.in).
- Assessment will be conducted of all the registered candidates on different parameters like Verbal, Logic, Quantitative, Personality, Communication, Computer and Core Technical (core subject).
- To assist Institution in online placement solution of registered users.
- Provide the following opportunities to registered users:
  - Video Resume facility through the mobile app.
  - Placement assistance and recruiter updates through the mobile app and walk-in interviews.
  - HireMee's dedicated corporate sales team will endeavour to help Institution by making available opportunities from companies as well as small & medium enterprises.

## 5. INSTITUTION'S OBLIGATION:

- Ensure submission of students' data online on HireMee's website i.e. [www.hiremee.co.in](http://www.hiremee.co.in) for registration within 10 days of signing of this Agreement.
- Verification of the students' data by an authorized representative of Institution. Students' data shall include education qualification, roll number, branch, name, and shall be in the format provided by HireMee. Inability of Institution to register and verify the students' data shall not entitle the student in availing the services under this Agreement. Institution shall be solely responsible for the submission of any wrong, incomplete or incorrect users' data or profile in the [www.hiremee.co.in](http://www.hiremee.co.in) website.
- The authorized representative of Institution shall be responsible for incorporating the students' data on the HireMee's website and make changes from time to time in the event of any change in the users data and profile.
- The Institution shall be responsible to make sure all the students should download the HireMee's mobile app.

**NOTED AND ACCEPTED:**



- Institution agrees to provide the necessary infrastructure to HireMee to conduct the online assessment.
- Institution agrees to provide sufficient coordinators (Invigilators) and system administrator during the assessment.
- Institution agrees to allow the other colleges' students to take assessment, if required.
- Institution agrees to provide accommodation and reimburse travel expenses to the HireMee's representatives when they come to conduct the assessment.

## **6. MISCELLANEOUS PROVISIONS**

- HireMee does not guarantee or offer any warranty for any response from any employer or recruitment consultants to Institution.
- HireMee neither guarantees nor offers any warranty about the credentials of the prospective employer/organization, which would receive the information and subsequently contact the Institution and/or candidates.
- HireMee reserves its right to reject any insertion or information/data provided by the Institution in [www.hiremee.co.in](http://www.hiremee.co.in) without assigning any reason,
- HireMee will endeavor to maintain its [hiremee.co.in](http://hiremee.co.in) website in a fully operative and error free condition, except for unavailability and errors which may result from unavailability or insufficient information and details from the Institution in providing the Service, down-time necessary to maintain, update or refresh the website; any "hacking" or "denial of service" activity by a third party and any other reason beyond HireMee's reasonable control.

## **7. TERMINATION**

Notwithstanding any provision of this Agreement to the contrary, to the extent not prohibited by applicable law, either Party may, in its sole discretion, which may be exercised for any reason or for no reason whatsoever, terminate this Agreement effective as of a date specified by such terminating Party in a written notice given to the non-terminating Party at least 30 days prior to such specified termination date.

## **8. NOTICES**

Any notice required to be given or otherwise given pursuant to this Agreement by the parties concerned, shall be in writing and shall be hand delivered, mailed by registered post acknowledgement due, or sent by recognized courier service to the address mentioned below, or to any address subsequently communicated by a Party to the other in writing.

## **9. DISPUTE RESOLUTION:**

Every Dispute, difference or question which may at any time arise between the parties hereto or any person claiming under them, touching or arising out of or in respect of this agreement or the subject matter thereof shall be referred to the Sole Arbitrator nominated by HireMee. The award passed by the Arbitrator shall be final and binding on the parties hereto. The venue of Arbitration shall be Bangalore. All and any disputes shall be subject to the exclusive jurisdiction of the Courts at Bangalore, India.

**NOTED AND ACCEPTED:**



**10. INSTITUTION'S ACKNOWLEDGEMENTS:**

This Agreement constitutes the entire Agreement between the Parties with respect to the subject matter hereof and supersedes any previous oral or written arrangements and is binding upon the Parties. This Agreement shall be governed by the laws of India. If any term of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, then this Agreement, including all of the remaining terms, will remain in full force and effect as if such invalid or unenforceable term had never been included.

**IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorised representatives in one or more counterparts, each of which shall constitute an original and together a single Agreement, effective as of the day and year set forth above.**

**SIGNED ON BEHALF OF THE INSTITUTION:**

**SIGNED ON BEHALF OF HireMee:**

Signature: *Ksreddy*

Name: *Dr. K. CHANDRASEKHAR REDDY*

Designation: *Principal*

Date: *27-11-2017*

Email: *principal.fb@jntua.ac.in*

Phone: *9396932888*

**Subhash Reddy Onteddu**

**Senior Territory Manager**

**27<sup>th</sup> November 2017**

**subhash.r@hiremee.co.in**

**9441593311**

**PRINCIPAL**  
**Siddharth Institute of Engineering & Technology**  
**Siddarth Nagar**  
**PUTTUR-517 583, Chittoor (Dt).**

**NOTED AND ACCEPTED:**





सत्यमेव जयते

## अखिल भारतीय तकनीकी शिक्षा परिषद्

(भारत सरकार का एक सांविधिक निकाय)

(मानव संसाधन विकास मंत्रालय, भारत सरकार)

नेल्सन मंडेला मार्ग, वसंत कुंज, नई दिल्ली-110067

दूरभाष : 011-26131498

ई-मेल : chairman@aicte-india.org

**ALL INDIA COUNCIL FOR TECHNICAL EDUCATION**

(A STATUTORY BODY OF THE GOVT. OF INDIA)

(Ministry of Human Resource Development, Govt. of India)

Nelson Mandela Marg, Vasant Kunj, New Delhi-110067

Phone : 011-26131498

E-mail : chairman@aicte-india.org

प्रो. अनिल डी. सहस्रबुद्धे  
अध्यक्ष  
**Prof. Anil D. Sahasrabudhe**  
Chairman

F.No. 10-1/AICTE(P&AP)/MoU-AICTE&Internshala/2017

5<sup>th</sup> May, 2017

To

### All Principals/Directors

AICTE approved Technical Institutions

Subject – **AICTE MoUs for Student Internships.**

Sir,

AICTE in its 49<sup>th</sup> meeting of the Council held on 14<sup>th</sup> March, 2017 approved a package of measures to be implemented by all technical institutions approved by AICTE to improve the standards of technical education and to provide competent technical manpower for the nation.

In order to improve the employability of the students by imparting required skills and making them industry ready, it has been decided by AICTE to introduce mandatory internship for students from the session 2017-18.

To facilitate internships to the students, AICTE has been identifying organizations/Ministries both in India & abroad and signing MoUs. These will be communicated to you from time to time. AICTE has recently signed an MoU with **Internshala**. Students can use Internshala platform for **free** internships. A brief about Internshala is as under:

Internshala (<https://internshala.com>) is India's largest internship & training platform with more than four lac internship listings every year across all streams. Founded in 2010, by a team of IIT & NIT alumni, Internshala helps students to find internships in more than 40,000 organisations that use the platform to hire interns.

### Salient features of Internshala

- Top companies use Internshala for providing internship.
- All the internships and organisations are verified before listing them on platform ensuring students' safeguard
- Internshala lists only with stipend internships (except for NGOs).
- More than 400,000 internships are listed on the platform every year in Engineering, Management, Design, Architecture, Law, Applied Arts and other domains.
- 40% of the interns are offered Pre-Placement offer upon completion of internship, thus helping in final placements as well.

Contd...2/-



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**Institutions can also opt for bulk registration of their students on Internshala.** More than 350 top institutes have already availed the facility.

You may contact Internshala representative Mr. Kishalaya Kumar on [kishalaya@internshala.com](mailto:kishalaya@internshala.com) and +91 905 084 7917 for more details.

**AICTE has also signed an MoU with NETiit for internships in Taiwan.**

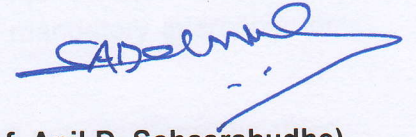
The MoUs can be viewed on the AICTE website [www.aicte-india.org](http://www.aicte-india.org).

The institutions are requested to adequately publicise this information on their website so that students can apply for internship.

We hope your institution will take maximum advantage of this partnership for the benefit of students.

Regards,

Yours faithfully,



(Prof. Anil D. Sahasrabudhe)  
Chairman

Copy to :

1. All Vice Chancellors of State Technical Universities
2. Director, Technical Education [of all States/UTs]