

# MEMORANDUMOFUNDERSTANDING (MOU)

### **BETWEEN**

# Sri Mittapalli College Of Engineering

Thummalapalem, NH16, Guntur, Andhra.

&

Career Labs Technologies Private Limited,

Bangalore

(AICTEOfficialPartner on NEAT2.0Platform)

2ndFloor, Mirage Point3, 4,

80FeetRd,1<sup>st</sup> Block Koramangala,

Bengaluru, Karanataka, 560034.

# **Highlights of Career Labs**

- Founded by the Co-Founder of BYJU's
- Official Partner of AICTE under N.E.A.T Program
- Official Training Partner of Tech Mahindra
- Official Training Partner of Dr.Reddy's
- Launched first of its Kind Elev8App for Profile Building.

# Highlights of Collaboration

- First preference for Internship and Employment for SIVICE students
- Open for FDP/Workshop or any training requirements
- Curriculum Design/Online Tutor
- Skill Development Programs
- Guest Lectures/Profile Building workshop
- Free GD-PI Round and resume Buildings Guidance
- Free Practice Test for CAT, GRE, GMAT, and Aptitude for placement

# MEMORANDUMOFUNDERSTANDING

This Memorandum of Understanding (herein after called the 'MOU') is entered into 10<sup>th</sup> of July 2019

### **BETWEEN**

**Sri Mittapalli College of Engineering, the** First Party represented herein by its Principal Dr.P.V.Naganjaneyulu hereinafter referred to as "SMCE" the institution which expression, unless excluded by or repugnant to the subject or context shall include its successors in-office, administrators and assigns.)

### AND

Career labs private Limited, 2<sup>nd</sup> Floor, Mirage Point, 34, 80 feet Rd, 1<sup>st</sup> Block Koramangala, Koramangala, Bengaluru, Karnataka 560034 and represented herein by its Regional Manager Mr. Stanley Chetan, here in after referred to as

"CAREERLABS", company which expression, unless excluded by or repugnant to the subject or context shall include its successors-in-office, administrators and assigns).

### **AboutCareerLabs**

Career Labs, (Higher Education Partner of BUYJU's. The Learning App).one of the fastest-growing Edtech startups, has been closely working with the students across the engineering colleges in the country to help them shape their careers. We have been recognized by AICTE as their official partner on the **NEAT 2.0** portal under the Ministry of Education, Govt of India. Be it higher education or placements, we have positively impacted thousands of students so far.

Since or inspection in 2019, Career Labs has successfully garnered the trust of thousands of college students & young working professionals, becoming the go-to for all their career needs. Envision ling t empower 1 million undergraduates to craft the careers of their choosing, we offer a variety of aptly matched and mentor-driven preparatory programs for national & business, both abroad and in India.

We have also created India's First Profile Building Platform to help our clientele strengthen their profile and fulfill their dreams for higher studies and placements. With our team of highly experienced professionals & expert educators, passionate about enabling you to hone your potential and prepare for a life beyond college, we are swiftly emerging as a name to reckon with in the Indian Ed Tech space.

**Brand Vision**: To become the Most Trusted Brand for Undergrad Students to empower them to enter the Professional & Academic World Brand Mission: To enable 1 million under graduate students to Learn Better while discovering their Dream careers.

(First Party and Second Party are hereinafter jointly to as 'parties' and individually as 'party')

### WHEREAS:

- A) First Party is a higher Educational institution named: SMCE
- B) First Party & Second Party believe that collaboration and cooperation between themselves will promote more effective use of each of their resources, and provide each of them with enhanced opportunities.
- C) The parties intend to cooperate and focus their efforts on cooperation with in the area of Skill-Based Training, Education, and Research.
- D) Both Parties, being legal entities in the themselves desire to sign this MOU for advancing their mutual interest;

NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL PROMISES OUTLINED IN THIS MOU, THE PARTIES HERE TO AGREE AS FOLLOWS:

# **CLAUSE 1 CO-OPERATION**

Both Parties are united by common interests and objects, and they shall establish channels of communication and cooperation that will promote and advance their respective operations within the SMCE and its related wings. The Parties shall keep each other informed of potential opportunities and shall share all information that may be relevant to secure additional opportunities for on each

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

The general terms of co-operation shall be governed by the MOU. The Parties shall cooperate and shall, as promptly as is reasonably practical, enter into all relevant agreements, deeds, and documents (the 'Definitive Documents') as may be required to give effect to the actions contemplated in terms of thus MOU. The term pf Definitive Documents, this MOU shall represent the entire understanding as to the subject matter here of and shall supersede any prior understanding between the parties on the subject matter hereof.

## CLAUSE2 SCOPE OF THE MOU

The budding graduates from the intuitions could pay a key role in the technological up gradation, innovation, and competitiveness of an industry. Both parties believe that close co-operation between the two would be of major benefit to the student community to enhance their skills and knowledge.

**Curriculum Design/Online Tutor:** Second party will give valuable input the first party in teaching/training methodology and suitably customize the curriculum so that the students fit into the industrial scenario meaningfully.

Skill Development Programs/Career Labs Assured Placement Program: second Party to train the students of First Party on the emerging technologies to bridge the skill gap and make them industry ready (Build the Technical Knowledge to Land core Engineering Jobs in Required Companies for Circuit Branches)

Guest Lectures/Profile Building Workshop: Second Party to extend the necessary support to deliver guest lecturers to students of the First Party on the technology trends and in house requirements.

# 2. 5 The Career Labs-International Education cell:

As a part of our college connects programs, we are aligning with top colleges in the country to provide a platform to the students to understand and weigh the options for the higher education. In line with our concept of college connect; we would want to start an International Education Cell in your college.

The cell will focus on the following:

- Mentoring the students about career options after completion of graduation
- Subsidized coaching for competitive exams

# Requirements from the college:

For the partnership to be successful and benefit the students in the best possible way, we would require the support of the following aspects.

- Exclusive partnership for the training the students of your college
- Support in terms of providing the required setup for the seminars, counseling room, etc.
- Provide compulsory 2-hour for the students of the all branches
- Visibility in your college premises

# 3. Our offerings as training partners

- 1. Graduate Record Examination (GRE):(6 months)
- 100 hours of offline lectures available on your android device.
- Diagnostic Toolkit: complete analytics of your daily progress and performance

- High-quality teaching by GRE toppers. Verbal Mr. P.N. Santosh (338/340). Quant -Mr. Amith Ravindra (330/340)
- 1000+ questions with video solutions and in-depth statistics tailor-made to improve one's score.
- 5 mock GRE exams to simulate GRE experience
- Membean software subscription to make sure you don't just mug up words, but learn and understand in the best way possible
- Classes: live online classes in the form of webinars.
- 50 hours of live classes at any of our learning counters. (We will have classes on the campus if we have more than 30 students from the college enrolled in a batch. The schedule will be given to the students before the commencement pf the batch. In case a student misses a class. There will be rescheduled of the same in the campus. However, the student is free to attend the same in any of our learning centers).

# 2. Admission Consulting+ Profile Building-MIM+MS

- Unlimited Brainstorming Sessions
- CV Building
- Profile gap Analysis
- Profile Consulting
- Accurate University Selection
- Unlimited Essay Editing\*
- Review of LOR's
- Identifying Bottlenecks

### 3. IELTS/TOEFL

- 30hours of content with a focus on reading, writing, speaking, and listening
- All the classes are delivered through live webinars

# 4. Graduate Management Admission Test (GMAT): (6months)

- 150hours of offline lectures available on your android device.
- Classes: Live online classes in the form of webinars
- Diagnostic Toolkit: complete analytics of your daily progress and performance
- High-quality teaching by GMAT toppers. Verbal- Mr. P.N. santosh (780/800).Quant-Mr. Amith Ravindra (760/800).
- 3500+ questions with video solutions and in-depth statistics tailor-made to improve one's score.
- Official Guide questions, Sectional tests
- 5mock GMAT exams to stimulate GRE experience

# 5. CAREERLABS ASSURED PLACEMENTS PROGRAM (C.L.A.P.P):

Every year, 6.4 million students graduate. There are about 3.7 million job positions available for them to take up in the industry. However, out of those graduate students, about 80% deemed unemployable because they lack right set of skills required to get top jobs. Our product tries to bridge this gap in this supply and demand chain.

The of the product is to solve the burning problem in the country. Unemployment and unlock the potential of India's biggest strength —our youth. In pursuit of solving this problem, career labs is proud to announce—Indian's first comprehensive Placement Assured Program for engineering students.

We have partnered with some of the best in the class companies with industry tie-ups to help the students in terms of getting industry ready. The courses which are offered this program area as follows

- Full Stack Data Development
- Data science
- Embedded Systems Design and Automotive
- VLSI design and Verification
- Internet of things and Data Science
- Sales and Marketing
- UI/UX Development

# WHAT MAKES US UNIQUE?

- Industry Oriented Courses
- Well-defined Pedagogy
- Content by Graduates from Top School and Industry Veterans
- Robust Support Mechanism
- Capstone Project and Recognized Certifications
- Affordable Pricing
- 100%JobGuarntee\*\*\*

Our industry partners till now have trained 10,000 students under these programs and the average salary range has been RS. 3,00,000-Rs. 8,00,000 per Annum.

# HOE DOES THIS PROGRAM WORKS?

The formula for graduate job course:

1. The batch starts on the 5<sup>th</sup> and 20<sup>th</sup> of every month

- 2. At the end of the each module, we will have a module test, which grades the students based on the performance
- 3. The students are provided mini-projects to get hands-on experience
- 4. After completion, students get to work on a major project
- 5. Once the course is completed, we start our placement training, which includes soft Skills and Aptitude training
- 6. We will be conducting the two major placement tests after the completion of the entire course
- 7. Placements drivers are setup for the students who clear the placement
- 8. During placement drivers, support the students with mock interviews and constant feedback

One of the defining factors behind our success has been dedicated technical team: with a rich experience of 10years-spread a cross training, research & development. Further, to enrich the student knowledge and experience, industry consultants & subject matter experts are engaged by us to provide practical insights and trends into industry-standard practices and on project implementation techniques.

## 6. TRAINING METHODS:

- Subject expert coaching
- Limited batch strength for individual attentions
- Technical seminars and symposium
- Performance evaluation
- Grading
- Soft Skill Training
- Interview readiness

### 7. KEY FEATURES OF SUPPORT MECHANISM:

- Course material
- Branch up and doubt clearing sessions
- Hands-on support for the hardware module
- One to one session with students
- Student readiness program

### 8. DETAILS OF COLLABORATION:

We would like to collaborate with your esteemed organization to up skill and place your students through the CLAPP program.

### Responsibilities of Career labs:

- Counsel the students about the details of the product
- 2. Conduct the test for the interested students
- 3. Help the students in the enrollment process and complete the on boarding formalities
- **4.** Train and up-skill the students get them placed through managed placements
- 5. Career labs will provide the first preference for internship and employment for SMCE college students

### Responsibilities of the college:

- Email, message, and other promotional material list to be shared with all the 7<sup>th</sup> -semester students
- 2. Share the list of final year students

- 3. Identify the students interested to take up the Career labs Entrance Examination and promote the test
- 4. From the list of students who clear the test, share the list of students who want to enroll. The list can be shared with POC from career labs
- 5. Provide a space in the college website about career labs website

### Student's Benefits-BONUSFORSTUDENTS

- Get free foundation courses guidance on specified domains such as UX/UI, AI, VLSI, etc
- 2. Get a paid virtual internship opportunity
- 3. Free GD-PI|round and free resume building guidance
- 4. Free practice Test for CAT, GRE, GMAT, and Aptitude for placements
- 5. Free profile building session coupon worth Rs.1000/- for free

Both parties to obtain all internal approvals, consents, permissions, and licenses of what so ever nature required for offering the programs on the terms specified herein

### CLAUSES3.1 INTELLECTUALPROPERTY

### 3.1

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

### **CLAUSE4 VALIDITY**

This Agreement will be valid until it is expressly terminated by either party or mutually agreed terms, during which period CAREERLABS, the second party after,

as the case may be, will take effective steps for implementation of this MOU. Any act on the part of Training Partner or CAREERLABS, the second party after the termination of this agreement by way of communication, correspondence, etc. Shall not be construed as an extension of this MOU

Both parties may terminate this MOU upon

30calendardays'notice in writing. In the event of termination, both parties have to discharge them obligations.

The Agreement of MOU for the period of 10-07-2019 to 2020

# CLAUSE 5 RELATIONSHIP BETWEEN THE PARTIES

5.1 It is expressly agreed that First party and Second party are acting under this MOU as independent contractors, and the relationship established under this MOU shall not be construed as a partnership. Neither party is authorized to use the other parties name in anyway, to make any representations or create any obligations or liability, expressed or implied, on behalf of the other party, without the prior written consent of the other party. Neither party shall have, nor represent itself as having, any authority under the terms of this MOU to make agreements of any kind in the name of or binding up to the other party. It is a great pledge the other party's credit, or to extend credit on behalf of the other party. It is a great pleasure to partner with your esteemed organization for Career labs Assured Placement program; India's First 100% job assurance program for core engineering domains.

## Terms and conditions for CLAPP Programme\*\*.

- 100% attendance is mandate in pre-placement modules and tests.
- Min.90% attendance in aptitude/technical/soft skills training and Mock sessions is a must.
- Candidate have to clear the Module tests, placement test 1 & placement test2
- Candidate should update their or resume with approval with from trainers with 2 projects of the course and 1Project of the engineering curriculum mentioned
- During the placement process, students should not communicate directly with the recruiting company unless or otherwise authorized by career labs to do so
- If a student rejects the offer made by the recruiting company, after participating in the in the recruitment process organized by Career Labs, further placement opportunities/assistance will not be provided to such students
- Career Labs will not be responsible for any false data or fake experience provided by the students in their resume submitted to the employer during the placement process
- The internship will be paid & the duration depends upon the company
- Each candidate is eligible for one internship or on placement only
- No cost EMI to be provided on the same



Prest Parts

earl Party

Any divergence or difference derived from the interpretation or application of the MOL spar he resolved by arbitration between the parties as per the Arbitration Act, 1996. The place of the arbitration shall be at District Head Quarters of the First Party.

AGREED:

ForSMCE,Guntur.

For CAREERLABS TECHNOLOGIES Pytlid.

(Dr. PV Naganjaneyulu)

(Dr. PV NAGANIA TAILUITE PIRTICIPAL

Srimminpaliteollege Collehgineering

OF ENGINEERING

WERE THE STREET OF THE STREE

TOMMALAPA EM NOS

(Mr. Stanley Chetan)

REGIONAL MANAGER
CAREERLABS TECHNOLOGIESPYLLIG.

Sri Mittapalli College of Engineering	CAREERLABSPRIVATELTD.Bangalore	
Tummalapatem NH16 Guntur Andhra	2nd Floor, Mirage Point, 44 80Feet Rd 19 Block Koramangala Bengaluru Karnataka560034	
	Tel·+919916050701	
	Stanicy regenerated as a https://thecaregrahs.com/	

in M

# MEMORANDUM OF UNDERSTANDING BETWEEN

## **VVS SOFTWARES**

# SRI MITTAPALLI COLLEGE OF ENGINEERING

This agreement is entered into and executed on this 7<sup>th</sup> January, 2019 at SMCE VVS Softwares, plot.No.9, Aditya Boulevyard, poo. Govt. Boys high school, bank colony, Medchal-Malkajgiri, Telangana-500 014, India as FIRST PARTY herein after referred to as VVS SOFTWARES

### AND

SRI MITTAPALLI COLLEGE OF ENGINEERING, TUMMALAPALEM (POST), Guntur District, Andhra Pradesh 522 233 as SECOND PARTY here after referred as institution.

VVS Software's and institutions are individually referred as "party" and together as "parties"

This MOU is entered into on 7<sup>TH</sup> January, 2019 at SMCE with the view of promoting corporation.





Solutions systemized Business Simplified

VVS software's and institutions are individually referred as "party" and together as "parties"

This MOU is entered into on 7th January, 2019 at SMCE with the view of promoting cooperation in academic education, research and student MITTAPALLI COLLEGE AND placement between SRI ENGINEERING and the

VVS Softwares as basis for their further cooperation in academics and placements under mutual interest and agreed terms.

This agreement is entered into and executed on this day 7<sup>th</sup> January 2019 at **SMCE** 

# By and Between

SRI MITTAPALLI COLLEGE OF ENGINEERING, having its registered office at Tummalapalem (Post),

AND





Solutions systemized Business Simplified

VVS SOFTWARES (here in after referred to as VVS SOFTWARES) Sri. V.Satyadev, Founder & C.E.O having its office medchal, Telangana (Which expression, unless it is repugnant to the context or meaning thereof, shall be deemed to mean and include their executors, administrators and assigns) here-in-after referred as VVS Software's, the party of the SECONDPARTY.

# OBJECTIVES OF THE MOU:

- To impart domain-specific training to the students of SMCE through express sessions, seminars, workshops, faculty development sessions, internships, short-time and long time projects on campus, and off-campus(in the industry) at regular intervals to make them employable and corporate fit.
- Instructing the platform for decision making, interview techniques, for all the students and faculty members of SMCE.
- To facilitate regular interaction between the faculty of the institutes and the experts of the industry in mutually agreeable areas according to the time slots fixed.
- To provide professional training programs for placements.
- To explore the possibilities of mutual support between the institute and industry in learning, hiring, and research requirements based on mutual convenience.
- To provide regular inputs for up-gradation of the course curriculum to suit the industry requirements.
- To provide online training with certifications in web development and dot net technology with the cost of training discussed prior.





# VVS Softwares Solutions systemized Business Simplified

Specific activities and programmes implemented under the authority of this MOU shall be subject to the availability of funds, and the approval of the each party authorized representatives.

### **TERMS & CONDITIONS:**

- a) The cost of providing infrastructure at SMCE should be borne by SMCE.
- **b)** To organise activities at SMCE, travel, and other expenses of VVS SOFTWARES staff should be by SMCE on mutually agreed terms.
- c) The faculty and students of SMCE can use the e-resources of VVS SOFTWARES for a short-time according to the sessions conducted.
- **d)** This MOU may be amended, renewed and terminated by mutual written agreement of the VVS SOFTWARES and SMCE at any time with prior intimation.
- e) Depending on both Parties requirement, to hire the talent from the Institutes regularly through on-campus and off-campus recruitment drives.

### **CLAUSE3INTELLECTUALPROPERTY**

Nothing contained in this MOU shall, by express grant, implication, Estoppel or otherwise, create in either party any right, title, interest, Or license in or to the intellectual property (including but not limited to know how inventions, parents, copy rights and designs) the party.





### **CLAUSE 4 VALIDITY**

- 1. This Agreement will be valid until it is expressly terminated by either Party on mutually agreed terms, during which period VVS SOFTWARES, the second party, as the case may be will take effective steps for implementation of this MOU. Any act on the part of Training partner Or VVS SOFTWARES, the second party after termination of this Agreement by way of communication, correspondence etc; shall not be construed as an extension of this MOU.
- 2. Both parties may terminate this MOU upon 30 calendar days' notice in Writing. In the event of Termination, both parties have to discharge their Obligations.
- 3. The Agreement of MOU for the period of 07-01-2019 to 2020

### **CLAUSE 5RELATION SHIP BETWEEN THE PARTIES**

1. It is expressly agreed that First party and second party are acting under this MOU as independent contractors, and the relationshipestablishedunderthisMOUshallnotbeconstructedasap artership.Neitherpartyis





# **VVS Softwares**

Solutions systemized Business Simplified

Authorized to use to other party's name in any way, to make any Representations or create any obligations or liability, expressed implied, on behalf of the other party, without the prior written Consent of the other party. Neither party shall have, nor represent itself as having any authority under the terms of this MOU to make agreement of any kind in the name of or blinding upon the other party, to pledge the other party's credit, or to extend credit on behalf of the other party.

First party

Second party

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

Director

Sri Mittapalli college of Engineering
Tummalapalem, Guntur-522233
Address
Sri Mittapalli college of Engineering

Sri Mittapalli college of Engineering NH-16, Tummlapalem, Guntur-522233

Contact Details: 9000447117

Email:principal.smce@gmail.com

Web: www.smce.ac.in





VVS Softwares
Solutions systemized Business Simplified

### **COORDINATORS:**

Both parties will designate persons who will have responsibility for the coordination and implementation of this agreement.

For VVS SOFTWARES

FIRST PARTY

Batyadev

**V.SATYADEY** 

Founder and C.E.O, yvs softwares

Medchal, Telangana 500 014

www.vvssoftwares.com

W

For SRI MITTAPALLI COLLEGE OF ENGINEERING SMCE

SECOND PARTY

Dr.P. V. Naganjancyulu

Principal, SRI MITTAPALLI COLLEGE OF ENGINEERING

Tummalapalem (Post), Guntur Guntur Dist, Andhra Pradesh-522 233-

www.smcc.ac.in







REG.NO: AP-07-27003-02618300

# MEMORANDUM OF UNDERSTANDING (MOU)

BETWEEN

SRI MITTAPALLI COLLEGE OF ENGINEERING

ĸ.

PROSTUDIO ENTERTAINMENT

FOR

SKILL DEVELOPMENT, OUTCOME BASED TRAININGS, INTERNSHIPS, PLACEMENT, R&D SERVICES AND RELATED SERVICES



REG.NO: AP-07-27003-02618300

### MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (hereinafter called as the MOU) is entered into on this the 3<sup>rd</sup> DAY of June Two Thousand Nineteen (03.06.2019), by and between SRI MITTAPALLI COLLEGE OF ENGINEERING Tummalapalem, Guntur, the first party represented herein by its Principal (hereinafter referred as 'First Party', the institution which expression, unless excluded by or repugnant to the subject or context shall include its successors — in-office, administrators and assigns).

### ANT

Prostudio Entertainment the second party, and represented herein by its Zonal / Divisional Head. Devarakonda Praveen Kumar, Managing Director (hereinafter referred to as "Second Party", company which expression, unless excluded by or repugnant to the subject or context shall include its successors — in-office, administrators and assigns).

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

WHEREAS:

- First Party is a Higher Educational Institution named: SRI MITTAPALLI COLLEGE OF ENGINEERING, Tummalapalem, Guntur.
- B) First Party & Second Party believe that collaboration and co-operation between themselves will promote more effective use of each of their resources, and provide each of them with enhanced opportunities.
- C) The Parties intent to cooperate and focus their efforts on cooperation within area of Skill Based Training, Education and Research.
- D) Both Parties, being legal entities in themselves desire to sign this MOU for advancing their mutual interests
- Prostudio Entertainment, the Second Party is engaged in Entertainment, Filmmaking,
   3D Animation, Visual Effects, Education Services, Training Students & Faculty
- F) Prostudio Entertainment, the Second Party is promoted by Devarakonda Prayeen Kumar.
- Given related information, its branches, and dimensional information about the industry
   concerned with whom the MoU is sworn.

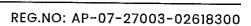
NOW THEREFORE, IN CONSIDERATION OF THE MUTUAL PROMISES SET FORTH IN THIS MOU, THE PARTIES HERE TO AGREE AS FOLLOWS:

## CLAUSE 1 COOPERATION

Both Parties are united by common interests and objectives, and they shall establish channels of communication and co-operation that will promote and advance their respective operations within the Institution and its related wings. The Parties shall keep each other informed of potential opportunities and shall share all information that may be relevant to secure additional opportunities for one another.

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

The general terms of co-operation shall be governed by this MOU. The Parties shall cooperate with each other and shall, as promptly as is reasonably practical, enter into all relevant agreements, deeds and documents (the 'Definitive Documents') as may be required to give effect to the actions





contemplated in terms of this MOU. The term of Definitive Documents shall be mutually decided between the Parties. Along with the Definitive Documents, this MOU shall represent the entire understanding as to the subject matter hereof and shall supersede any prior understanding between the Parties on the subject matter hereof.

### CLAUSE 2 SCOPE OF THE MoU

The budding graduates from the institutions could play a key role in technological up-gradation, innovation and competitiveness of an industry. Both parties believe that close co-operation between the two would be of major benefit to the student community to enhance their skills and knowledge.

Industrial Training & Visits: Industry and Institution interaction will give an insight in to the latest developments / requirements of the industries; the Second Party to permit the Faculty and Students of the First Party to visit its group companies and also involve in Industrial Training Programs for the First Party. The industrial training and exposure provided to students and faculty through this association will build confidence and prepare the students to have a smooth transition from academic to working career. The Second Party will provide its Labs / Workshops / Industrial Sites for the hands-on training of the learners enrolled with the First Party.

Research and Development: Both Parties have agreed to carry out the joint research activities in the fields of Fisheries and Aquaculture.

Skill Development Programs: Second Party to train the students of First Party on the emerging areasin order to bridge the skill gap and make them industry ready.

Guest Lectures: Second Party to extend the necessary support to deliver guest lecturers to the students of the First Party on the technology trends and in house requirements.

Faculty Development Programs: Second Party to train the Faculties of First Party for imparting training as per the industrial requirement considering the National Occupational Standards in concerned sector, if available.

Placement of Trained Students: Second Party will actively engage to help the delivery of the training and placement of students of the First Party into internships/jobs: and will facilitate placements for the students.

Both Parties to obtain all internal approvals, consents, permissions, and licenses of whatsoever nature required for offering the Programmes on the terms specified herein

(I) There is no financial commitment on the part of the SRI MITTAPALLI COLLEGE OF ENGINEERING, Tummalapalem, Guntur, the First Party to take up any programme mentioned in the MoU. If there is any financial consideration, it will be dealt separately.



REG.NO: AP-07-27003-02618300

# CLAUSE 4 VALIDIY

This Agreement will be valid until it is expressly terminated by either Party on mutually agreed terms, during which period Prostudio Entertainment, the Second Party, as the case may be, will take effective steps for implementation of this MOU. Any act on the part of Training Partner or Prostudio Entertainment, the Second Party after termination of this Agreement by way of communication, correspondence etc., shall not be construed as an extension of this MOU

Both Parties may terminate this MOU upon 30 calendar days' notice in writing. In the event of Termination, both parties have to discharge their obligations. The duration period of MOU is 3<sup>rd</sup> of June 2019 to 3<sup>rd</sup> June 2020.

# CLAUSE 5 RELATIONSHIP BETWEEN THE PARTIES

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

First Party

Second Party

Touchut @

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



REG.NO: AP-07-27003-02618300

1		
AGREED:		
For SRI MITTAPALLI COLLEGE OF ENGINEER	RING For PROSTUDIO EN FER LUCIMEN	т
Guntur, A.P	* Www.prostudio.im	
Authorized Signatory (Dr. P.V. NAGANJANEYULU) PRINCIPAL	TAIN'N	/
S SRI MITALATIAL COLLEGE ERING	Prostudio Entertainment	
Addes: ENGINEERINGLNH-16 TUMMALAPALLEM-169233. AP.	Address: H.NO: 510-A Guntur 522005, AP.	
<b>Curtan (Duly A:Populy:0522 233</b>	Contact Details: Mobile No: 9703779978	
E-mails: <u>smce.principal@gmail.com</u>	E-mails: prostudioentertainment@gmail.com	
Web:www.smce.ac.in	Web : www.prostudio.in	

Witness 1:

Witness 3:

Witness 2:

Witness 2:

Deflisher

Witness 4:

B. V. Mounilco

NITYO SOFTWARE SOLUTIONS

### MEMORANDUM OF UNDERSTANDING

This is a Memorandum of Understanding (MOU) Between Nityo Software Solutions located at Hyderabad hereafter referred to as Nityo or more generally as the Company.

### AND

Sri Mittapalli College of Engineering located at Guntur Tummalapalem, NH16,, Guntur, Andhra Pradesh 522019.here in after referred to as Institutions or more generally as The Institution on this 15 day of September 2019, to accomplish the following activities:

- a) Nityo and its consultants have executed projects successfully for clients in India over the last 2 years.
- b) Nityo are desirous to contribute to the effort of raising the quality and standards of software professionals in India and consequently decided to extend the benefit of their experience, gained as per (b) above, to aspiring software professionals

### And Where as

- c) The Institution is imparting course curriculum and training, to aspiring engineering graduates, under affiliation and technical guidance of the Jawaharlal Nehru Technological University, Kakinada.
- d) The Institution is desirous to prepare its pupils for a career in the real world, and therefore facilitate the performance of project work by them in a real Time Environment.
- e) The Institution, in order to fulfill the requirements of (e) above, has approached the Company to devote its time and energies to impart the pupils the desired training.



# NITYO SOFTWARE SOLUTIONS

- 2. It is now agreed by and between The Company and The Institutions as follows:
  - 2.1 Skill Development Programs: Nityo software solutions to train the students of First Party on the emerging technologies in order to bridge the skill gap and make them industry ready.
- 2.2 Industrial Training & Visits: Industry and Institution interaction will give an insight into the latest developments / requirements of the industries; the Nityo software solutions to permit the Faculty and Students of the First Party to visit its group companies and also involve in Industrial Training Programs for the Sri Mittapalli college of Engineering. The industrial training and exposure provided to students and faculty through this association will build confidence and prepare the students to have a smooth transition from academic to working career. The Nityo software solutions will provide its Labs. Workshops / Industrial Sites for the hands-on fraining of the learners enrolled with the Sri Mittapalli college of Engineering.
- 2.3 Discipline, Confidentiality and Non-Disclosure Agreements: During the course of program, students from The Institution will be strictly observing the rules and regulations prevailing at Nityo. If necessary, they shall execute agreements to protect confidentiality of the projects they have access to The Institution shall do all that necessary to ensure that these measures are taken and observed seriously by all concerned.
- 2.4 With regard to the students in their B.Tech. Nityo can organize seminars, workshops related to Information Technology at a mutually agreed cost based on the topics covered.
- 2.5 Nityo will be provide free Consultancy Services for 4th year students
- 2.6 Expenses and modalities of recovery there of for all activities covered under clause 2 above shall be discussed and agreed upon mutually between **Sri Mittapalli** college of Engineering and Nityo on case-by-case basis.



# NITYO SOFTWARE SOLUTIONS

### 3. VALIDITY:

This Agreement will be valid One year either Party on mutually agreed terms, during which period Nityo Software Solutions, the Second Party, as the case may be, will take effective steps for implementation of this MOU. Any act on the part of Training Partner or Name of Industry, the Nityo Software Solutions after termination of this Agreement by way of communication, correspondence etc., shall not be construed as an extension of this MOU.

Both Parties may terminate this MOU upon 30 calendar days notice in writing. In the event of Termination, both parties have to discharge their obligations

4. If Campus drive will be conducted before starting the Academic project

programme the institution should pay 40% of the quote at the time of campus drive.

Signed by:	Signed by:
For NITYO Software solutions	For Sri Mittapalli College of Engineering
Roghis	M MOULU .
Name: RAGHU VARA PRASAD REDDY	Nâmé Pr. P.V. NAGANJANEYULU)  Designation: PRINCIPAL
Designation: Technichal Manage	Designation: PRINCIPAL SRI MITTAPALLI COLLEGE OF ENGINEERING
	OF ENOUNIE COLLEGE
Date: 15 09 2019	Daic. Himina valvis
Place: Course	Guntur (Dt.), A.P. Pin: 522 233
	233
Witness 1: Ramona Ready	Witness 1:
Witness 2:	Witness 2:

#437,Padmavathi Plaza, Kukatpally Housing Board Colony, Hyderabad, Telangana 500072. Www.Nityosolutions.Com, Mob:+91 6281137108.





# MEMORANDUM OF UNDERSTANDING (MOU)

### **BETWEEN**

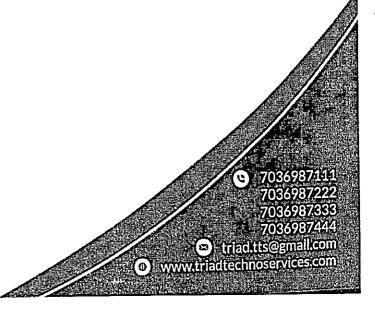
# SRI MITTAPALLI COLLEGE OF ENGINEERING

&

## **TRIADTECHNOSERVICES**

Head Office: #204, Ratna Complex, Beside Image I-lospital, Ameerpet, Hyderabad - 500073.

Branch Office: 2nd Floor, Lord Dutta Complex, Beside PVP Cinepolis, Vijayawada - 520010





## MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (hereinafter called as the 'MOU') is Entered into on this the 14<sup>th</sup>day of September, 2019.

**BETWEEN** 

Sri Mittapalli College Of Engineering, NH-16, Tummalapalem , Guntur-522233 Represented here in by its Sri Mittapalli Trust (here in after referred as 'First party', The institution which expression, unless excluded by or repugnant to the subject or context shall include its successors-in-office ,administrators and assigns).

AND

TRIADTECHNOSERVICES, Hyderabad represented herein by its managing Director, Gopi Yarru, (hereinafterreferredtoas "Secondparty", companywhich Expression, unless excluded by or repugnant to the subject or context shall include its successors-in-office, administrators and assigns).

(First party and second party are hereinafter jointly referred to as 'parties' and Individually as 'party')

- #204, Ratna Complex, Beside Image Hospital, Ameerpet, Hyderabad - 500073.
- 2nd Floor, Lord Dutta Complex, Beside PVP Cinepolis, Vijayawada - 520010

7036987111 7036987222 7036987333 7036987444 triad.tts@gmail.com



### WHEREAS:

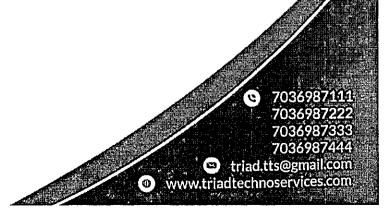
- A) First party is a Higher Educational Institution named:
  - (I) Sri Mittapalli College of Engineering
- B) First party & second party believe that collaboration and co- operation between themselves will promote more effective use of each of their Resources, and provide each of them with enhanced opportunities.
- C) The parties intent to cooperate and focus their efforts on co operation within area of Skill Based Training, Education and Research.
- D) Both parties, being legal entities themselves desire to sign this MOU For advancing their mutual interest.
- E) TRIAD TEHCNO SERVICES, the second party is engaged in Business Manufacturing, Skill Development, Education and R&D services the Fields of-IT, Android, Artificial Intelligence and related fields
- F) TRIAD TECHNO SERVICES, the Second party is promoted by TRIADGroup;2<sup>nd</sup>Floor,RatnaComplex,BesideImageHospital,Hyderabad;

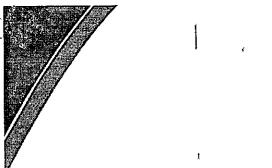
NOW THEREFORE,IN CONSIDERATION OF THE MUTUAL PROMISES SET FORTH INTHISMOU,THEPARTIES HERETOAGREEAS FOLLOWS:

#204, Ratna Complex, Beside Image Hospital, Ameerpet, Hyderabad - 500073.

Branch Office:

2nd Floor, Lord Dutta Complex,
Beside PVP Cinepolis, Vijayawada - 520010





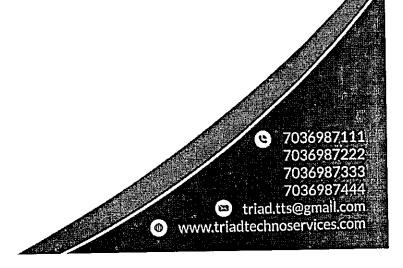


### **CLAUSE1CO-OPERATION**

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

- #204, Ratna Complex, Beside Image Hospital, Ameerpet, Hyderabad - 500073.
- Branch Office: 2nd Floor, Lord Dutta Complex, Beside PVP Cinepolis, Vijayawada - 520010

١





#### **CLAUSE2SCOPEOFTHEMOU**

- The budding graduates from the institutions could play a key role in technological up-gradution, innovation and competitiveness of

  An industry. Both parties believe that close co-operations between the two would be of major benefit to the student community to enhance their skills and knowledge.
- 2.2 curriculam Designs: second party will give valuable inputs to the First party in teaching / training methodology and suitable customize the curriculum so that students fit into industrial Scenario meaningfully.
- 2.3 Industrial Trainings & visits: Industry and Institution interaction Will give an insight into latest developments/requirements of industries the second party to permit the Faculty and students of the First party to visit its group companies and also involve in Industrial Training programs for the First party. The industrial training exposure provided to faculty through association will build confidence and prepare the students to have a smooth transition from academic to working career. The second party will provide its Labs/Workshops/Industrial sites for the hands-on -training of the learner's enrolled with the First party.
  - 2.4 Internships and placement of Students: Second party will actively engage to help the delivery of the Internship and placement of students of the First Party into internships/jobs, as per AICTE internship policy.
  - 2.5 Second party will also register itself on AICTE Internship policy portal for disseminating the Internship opportunities available with them.

#204, Ratna Complex, Beside Image Hospital, Ameerpet, Hyderabad - 500073.

Branch Office:

2nd Floor, Lord Dutta Complex,
Beside PVP Cinepolis, Vijayawada - 520010

© 7036987111 7036987222 7036987333 7036987444 © triaditts@gmail.com www.triadtechnoservices.com

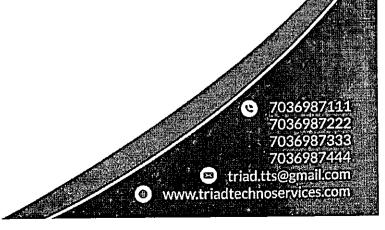


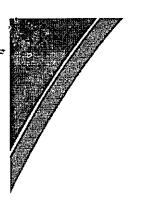
- 2.6 Research and Development: Both parties have agreed to carry out the Joint research activities in the fields of Embedded Systems, IT &AI.
- 2.7 Skill Development Programs: Second party to train the students of First Party on the emerging technologies in order to bridge the skill gap and Make the industry ready.
- 2.8 Guest Lectures: Second party to extend the necessary support to deliver guest lecturers to the students of the First party on technology Trends and in house requirements.
- 2.9 Faculty Development Programs: Second party to train the Faculties of First party for importing industrial exposure/training per the industrial Requirement considering the National Occupational Standards concerned sector, if available.
- 2.10 Both parties to obtain all internal approvals, consents, permissions, and licenses of Whatever nature required for offering the programs On the terms specified here in
- 2.11 There is no financial commitment on the part of the Sri Mittapalli College Of Engineering, the First party to take up any program mentioned in the MOU. If there is any financial consideration, it will be deal separately.

#### **CLAUSE3INTELLECTUALPROPERTY**

3.1 Nothing contained in this MOU shall, by express grant , implication, Estoppel or

- #204, Ratna Complex, Beside Image Hospital, Ameerpet, Hyderabad - 500073.
- Branch Office:
  2nd Floor, Lord Dutta Complex,
  Beside PVP Cinepolis, Vijayawada 520010







otherwise, create in either party any right, title, interest, Or license in or to the intellectual property (including but not limited to know how inventions, parents, copy rights and designs)the party.

#### **CLAUSE4VALIDITY**

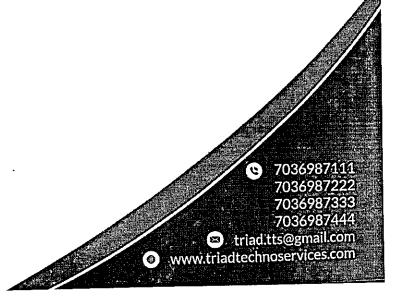
- 4.1 This Agreement will be valid until it is expressly terminated by either Party on mutually agreed terms, during which period TRIAD TECHNOSERVIVES, the second party, as the case may be will take effective steps For implementation of this MOU. Any act on the part of Training partner Or TRIAD TECHNO SERVICES, the second party after termination of this Agreement by way of communication, correspondence etc; shall not be Construed as an extension of this MOU.
- 4.2 Both parties may terminate this MOU upon 30 calendar days' notice in Writing. In the event of Termination, both parties have to discharge their Obligations.

#### CLAUSESRELATIONSHIPBETWEEN THEPARTIES

5.1 It is expressly agreed that First party and second party are acting under this MOU as independent contractors, and the relationshipestablishedunderthisMOUshallnotbeconstructedasapartership.Neitherpartyis

Head Office: #204, Ratna Complex, Beside Image Hospital, Ameerpet, Hyderabad - 500073.

Branch Office: 2nd Floor, Lord Dutta Complex, Beside PVP Cinepolis, Vijayawada - 520010





Authorized to use to other party's name in any way, to make any Representations or create any obligations or liability, expressed implied, on behalf of the other party, without the prior written Consent of the other party. Neither party shall have, nor represent itself as having any authority under the terms of this MOU to make agreement of any kind in the name of or blinding upon the other party, to pledge the other party's credit, or to extend credit on behalf of the other party.

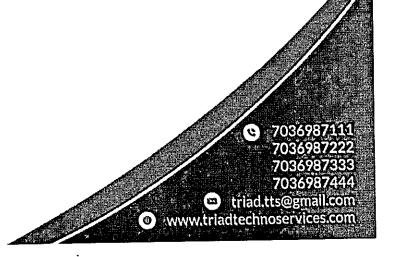
First party

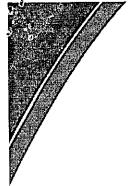
Any divergence or difference derived from the interpretation or application of the MOU shall be resolved by arbitration between the parties as per Arbitration Act, 1996. The place of arbitration shall be at District Head Quarters of the First Party. This undertaking is to construed in accordance with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

Director
Sri Mittapalli, college of EngineeringNH16,Tummlapalem, Guntur-522233
Contact Details: 9000447117
Email:principal.smce@gmail.com

Web: www.smce.ac.in

- Head Office: #204, Ratna Complex, Beside Image Hospital, Ameerpet, Hyderabad - 500073.
- Branch Office:
  2nd Floor, Lord Dutta Complex,
  Beside PVP Cinepolis, Vijayawada 520010







#### **AGREED:**

For Sri Mittapalli College of Engineering

FOR TRIAD TECHNO SERVICES

Managing Director

PRINCIPAL

**Authorized signatory** 

SriMittaBanca TRIADTECHNOSERVICES

SRI MITTAPALLI COLLEGE

TOF ENGINEERING
THUMBALAPACIEM Hyderabad

Guntur (Dt.), A.P. Pin: 522 233
+919490650030 +917036987111

Smce.principal@gmail.com triad.tts@gmail.com

WWW.smce.ac.in www.triadtechnoservices.com

Witness1:

Witness2

Witness3:

Witness4:

- Head Office: #204, Ratna Complex, Beside Image Hospital, Ameerpet, Hyderabad - 500073.
- Branch Office: 2nd Floor, Lord Dutta Complex, Beside PVP Cinepolis, Vijayawada - 520010

7036987,111 7036987,222 7036987,333 7036987,444

triad.tts@gmail.com
www.triadtechnoservices.com



FORMERLY KNOWN AS MITTAPALLI SPINNERS

# MEMORANDUM OF UNDERSTANDING (1910)

BETWEEN

## SRI MITTAPALLI COLLEGE OF ENGINEERING

ጼ

## MITTAPALLI SPINNERS PRIVATE LIMITED

#### MEMORANDUM OF UNDERSTANDING

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

#### **BETWEEN**

Sri Mittapalli College Of Engineering, Tummala palem, NH-16,Guntur, pin: 522 233 represented herein by its Dr. S.GOPI KRISHNA (hereinafter referred as "First Party", the institution which expression, unless excluded by or repugnant to the subject or context shall include its successors – in-office, administrators and assigns).

#### AND

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

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

#### WHEREAS:

- A) First Party is a Higher Educational Institution named:
  - (i) Sri Mittapalli College Of Engineering
- B) First Party & Second Party believe that collaboration and co-operation between themselves will promote more effective use of each of their resources, and provide each of them with enhanced opportunities.
- C) The Parties intent to cooperate and focus their efforts on cooperation within area of Skill Based Training, Education and Research.
- D) Both Parties, being legal entities in themselves desire to sign this MOU for advancing their mutual interest;.

- E) Mittapalli Spinners Limited, the Second Party is engaged in Business, Manufacturing, Skill Development, Education and R&D Services in the fields of train the students and develop the projects and related fields
- F) Mittapalli Spinners Limited, the Second Party is promoted by promoter name Mr. G.SHASIDHAR Group; Address and background of the Company;
- G) Give related information, its branches, and dimensional information about the industry concerned with whom the MoU is sworn.

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

#### **CLAUSE 1 CO-OPERATION**

- shall establish channels of communication and co-operation that will promote and advance their respective operations within the Sri Mittapalli College Of Engineering and its related wings. The Parties shall keep each other informed of potential opportunities and shall share all information that may be relevant to secure additional opportunities for one another.
- Sri Mittapalli College Of Engineering and Mittapalli Spinners Limited co-operation will facilitate effective utilization of the intellectual capabilities of the faculty of Sri Mittapalli College Of Engineering providing significant inputs to them in developing suitable teaching / training systems, keeping in mind the needs of the industry, the Mittapalli Spinners Limited
- 1.3 The general terms of co-operation shall be governed by this MoU. The Parties shall cooperate with each other and shall, as promptly as is reasonably practical, enter into all relevant agreements, deeds and documents (the 'Definitive Documents') as may be required to give effect to the actions contemplated in terms of this MoU. The term of Definitive Documents shall be mutually decided between the Parties.

Along with the Definitive Documents, this MOU shall represent the entire understanding as to the subject matter hereof and shall supersede any prior understanding between the Parties on the subject matter hereof.

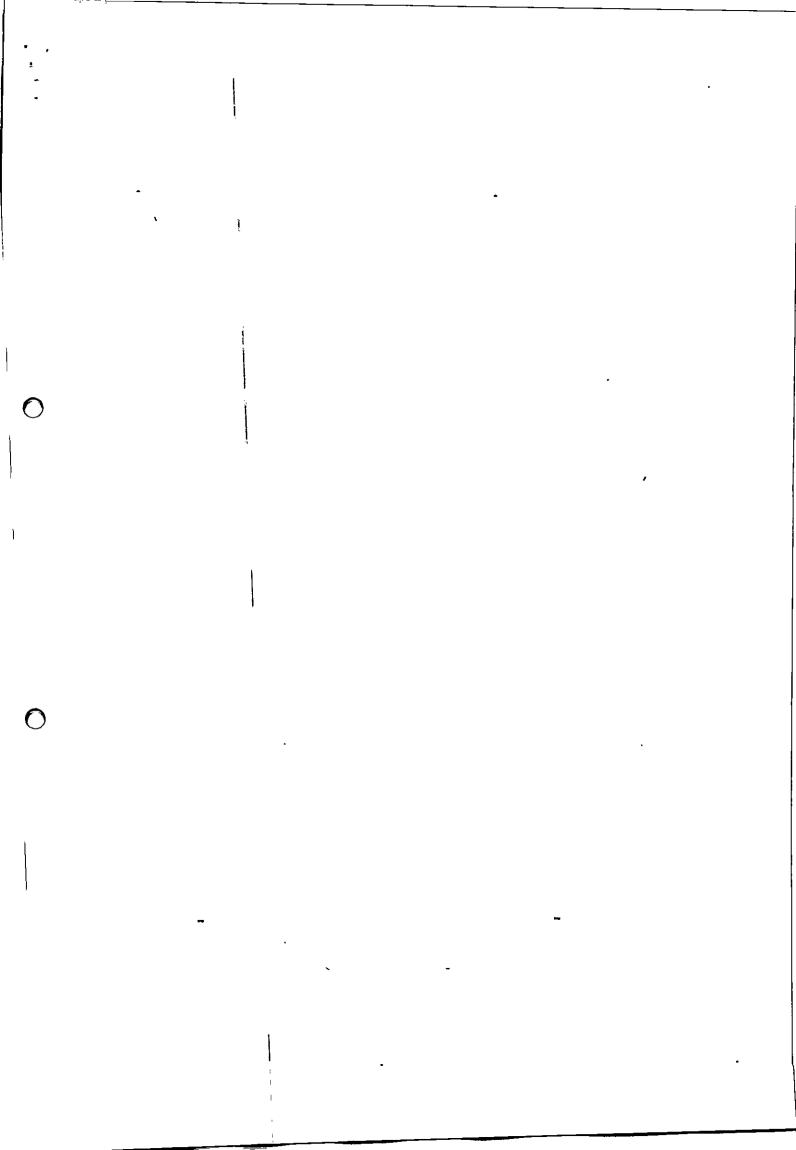
#### CLAUSE 2 SCOPE OF THE MOU

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

- 2.5 Research and Development: Both Parties have agreed to carry out the joint research activities in the fields of Sri Mittapalli College Of Engineering, specializations, activities and services like JAVA, PYTHON & CLOUD COMPUTING.
- 2.6 **Skill Development Programs:** Mittapalli Spinners Limited to train the students of **Sri Mittapalli College Of Engineering** on the emerging technologies in order to bridge the skill gap and make them industry ready.
- 2.7 Guest Lectures: Mittapalli Spinners Limited to extend the necessary support to deliver guest lecturers to the students of the Sri Mittapalli College Of Engineering on the technology trends and in house requirements.
- 2.8 Faculty Development Programs: Mittapalli Spinners Limited to train the Faculties of Sri Mittapalli College Of Engineering for imparting industrial exposure/ training as per the industrial requirement considering the National Occupational Standards in concerned sector, if available.
- 2.9 Both Parties to obtain all internal approvals, consents, permissions, and licenses of whatsoever nature required for offering the Programs on the terms specified herein
- 2.10 There is no financial commitment on the part of the Sri Mittapalli College Of Engineering, the First Party to take up any program mentioned in the MoU. If there is any financial consideration, it will be dealt separately.

#### **CLAUSE 3 INTELLECTUAL PROPERTY**

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



#### **CLAUSE 4 VALIDITY**

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

#### **CLAUSE 5 RELATIONSHIP BETWEEN THE PARTIES**

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

First Party Second Party

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



## MITTAPALLI

### Spinners Private Limited

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

AGREED:

For Sri Mittapalli college of Engineering For Mittapalli Spinners Privaty

	Mittapalli Spinners Private Limited
NH-16;Tumallapalem,Guntur,-5222,33	Chinathurakapalem(v),Narasaraopet
	(m),Guntur (dist.)Pin:522601 Gell No:9581442701
Reliviorseanoanoan	E-mail:mittapallispinners@gmail.com
E-mail:smce.principal@gmail.com Web:www.smce.ac.in	Web:www.mittapallispinners.com

Authorized Signa

Vitness4:

Admn. 5 18-2-55, Kota Bazaar, NARASARAOPET - 522 601, Guntur District, A.P. 2008647 - 222450, Tele Fax: 08647 - 239902

Factory: CHINATUBAKAPALEM (V). Narasaraopet Mandal, Guntur District, A.P., Mobile : 95814-42701 GST NO. 7 37AAGCM3942C1ZM, CIN. U17120AP2010PTC067024, PAN : AAGCM 3942C,

email: gm@mittapatlispinnersio

## MEMORANDUM OF UNDERSTANDING (MOU)

BETWEEN

19

SRI MITTAPALLI COLLEGE OF ENGINEERING

&

WEBSAMRAT TECHNOLOGIES GUNTUR, A.P

**FOR** 

SKILL DEVELOPMENT, OUTCOME BASED TRAININGS, INTERNSHIPS, PLACEMENT, R&D SERVICES AND RELATED SERVICES

#### MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (hereinafter called as the 'MOU') is entered into on this the 1<sup>st</sup>DAy of July Two Thousand Nineteen (01.07.2019), by and between

SRI MITTAPALLI COLLEGE OF ENGINEERING, Tummalapalem, Guntur, the first party represented herein by its Principal (hereinafter referred as 'First Party', the institution which expression, unless excluded by or repugnant to the subject or context shall include its successors – in-office, administrators and assigns).

#### AND

Websamrat Technologies, Guntur the second party, and represented herein by its Zonal / Divisional Head, Sairam, Managing Director (hereinafter referred to as "Second Party", company which expression, unless excluded by or repugnant to the subject or context shall include its successors — in-office, administrators and assigns).

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

#### WHEREAS:

- A) First Party is a Higher Educational Institution named: SRI MITTAPALLI COLLEGE OF ENGINEERING (Affiliated to JNTU Kakinada, Tummalapalem Guntur.
- B) First Party & Second Party believe that collaboration and co-operation between themselves will promote more effective use of each of their resources, and provide each of them with enhanced opportunities.
- C) The Parties intent to cooperate and focus their efforts on cooperation within area of Skill Based Training, Education and Research.
- D) Both Parties, being legal entities in themselves desire to sign this MOU for advancing their mutual interests.
- E) Websamrat Technologies, Guntur, the Second Party is engaged in Business, Manufacturing, Skill Development, Education and R&D Services in the fields of Software Solutions/Development, Designing of Websites, ITES and related fields
- F) Websamrat Technologies, Guntur, the Second Party is promoted by Sairam, Managing Director, Laxmipuram Main Road, Guntur, AP.
- G) Given related information, its branches, and dimensional information about the industry concerned with whom the MoU is sworn.

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

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

The general terms of co-operation shall be governed by this MOU. The Parties shall cooperate with each other and shall, as promptly as is reasonably practical, enter into all relevant agreements, deeds and documents (the 'Definitive Documents') as may be required to give effect to the actions contemplated in terms of this MOU. The term of Definitive Documents shall be mutually decided between the Parties. Along with the Definitive Documents, this MOU shall represent the entire understanding as to the subject matter hereof and shall supersede any prior understanding between the Parties' on the subject matter hereof.

#### CLAUSE 2 SCOPE OF THE MoU

The budding graduates from the institutions could play a key role in technological upgradation, innovation and competitiveness of an industry. Both parties believe that close co-operation between the two would be of major benefit to the student community to enhance their skills and knowledge.

Industrial Training & Visits: Industry and Institution interaction will give an insight in to the latest developments / requirements of the industries; the Second Party to permit the Faculty and Students of the First Party to visit its group companies and also involve in Industrial Training

Programs for the First Party. The industrial training and exposure provided to students and faculty through this association will build confidence and prepare the students to have a smooth transition from academic to working career. The Second Party will provide its Labs / Workshops / Industrial Sites for the hands-on training of the learners enrolled with the First Party.

Research and Development: Both Parties have agreed to carry out the joint research activities in the fields of Fisheries and Aquaculture.

**Skill Development Programs:** Second Party to train the students of First Party on the emerging areasin order to bridge the skill gap and make them industry ready.

Guest Lectures: Second Party to extend the necessary support to deliver guest lecturers to the students of the First Party on the technology trends and in house requirements.

Faculty Development Programs: Second Party to train the Faculties of First Party for imparting training as per the industrial requirement considering the National Occupational Standards in concerned sector, if available.

Placement of Trained Students: Second Party will actively engage to help the delivery of the training and placement of students of the First Party into internships/jobs; and will facilitate placements for the students.

Both Parties to obtain all internal approvals, consents, permissions, and licenses of whatsoever nature required for offering the Programmes on the terms specified herein

(I) There is no financial commitment on the part of the Sri Mittapalli College of Engineering, Guntur, the First Party to take up any programme mentioned in the MoU. If there is any financial consideration, it will be dealt separately.

### CLAUSE 3 INTELLECTUAL PROPERY

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

#### CLAUSE 4 VALIDIY

This Agreement will be valid until it is expressly terminated by either Party on mutually agreed terms, during which period Websamrat Technologies, Guntur, the Second Party, as the case may be, will take effective steps for implementation of this MOU. Any act on the part of Training Partner or Websamrat Technologies, Guntur, the Second Party after termination of this Agreement by way of communication, correspondence etc., shall not be construed as an extension of this MOU

Both Parties may terminate this MOU upon 30 calendar days' notice in writing. In the event of Termination, both parties have to discharge their obligations. The duration period of MOU is 1<sup>st</sup> of July 2019 to 30<sup>st</sup> June 2020.

#### **CLAUSE 5 RELATIONSHIP**

#### BETWEEN THE PARTIES

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

First Party

Second Party

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

AGREED:

SRI MITTAPALLI COOLEGE OF ENGINEERING, Guntur

Andhrapradesh

Authorized Signatory

(Dr. P.V. NAGANJANEYULU)

For Websamrat Guntur., AP

TECH

Authorized Signator

Websamrat Technologies, Guntur

Address: Tuhman NEERING
TUMMAN PATERNE Guntur, A.P

Contact Details: Mobile No: 093941 54838

E-mails: <a href="mailto:smce.principal@gmail.com">smce.principal@gmail.com</a>
E-mails: <a href="mailto:websamrats@yahoo.com">web:www.websamrat.co.in</a>
Web :www.websamrat.co.in

Witness I

1

Witness 3:

Witness 4: