

# Smart & Soft Solutions

The Corporate Choice

47-3-29/2, 5th Lane, Dwarakanagar, VISAKHAPATNAM, Mobiles : 92904 42526

## MOU

This MOU is made on this Day 25.11-2015 to 25-11-2019

Between

**DADI Institute of Engineering & Technology**, located at Anakapalli, Visakhapatnam Dist.  
(Hereafter to be referred as FIRST PARTY).

And

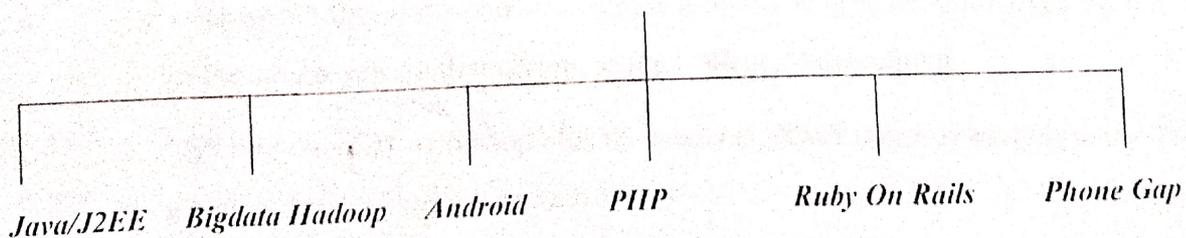
**Smart and Soft Solutions** Located at Dwarakanagar represented by its Director Mr. P.Suneel  
(hereafter to be referred as Second PARTY).

Based on the series of discussions, it is decided that SSS would implement iCap Program as per proposal given earlier and following terms and conditions as below.

### Commitments from College

1. College Shall Provide Lab with Minimum of 30 Systems per Vertical
2. Projector with Screen
3. Batch size should be 40 to 60 Students per vertical. Please underline the selected vertical(s).

### *Cloud using Amazon web services*



4. Minimum System Requirements are
  1. Core 2 Duo Processor
  2. 4 GB RAM
  3. 128GB HDD
5. iCap total delivery time will be 60 hours.
6. Academic schedule has to be given by college before starting this program. Weekly 2 days or 3 days for 6 hours a week for one vertical (Appr.)
7. College would look into the aspect of deputing students of related discipline to the class for their optimum utilization of the service.
8. College would appoint an authorized person who can closely monitor the sessions and smooth functioning of the Projects, being taken up to College premises.

### **Commitments from SSS**

1. SSS will provide 3 Resource persons per one vertical including Main IT Lead
2. SSS will provide Internship for 5 days for students at SSS Premises and IT-SEZ, Rushikonda, Visakhapatnam.
3. SSS will provide industry visits to students as part of Internship period.
4. SSS will provide certification after completion of program.
5. SSS will host product in their Cloud Server and will maintain it for next one year without any charges.

**Note:** All Patent rights can be hold by College Management.

### **Services from SSS**

1. Attendance will be taken and will be submitting to the college authorities on weekly/monthly basis and accordingly a report will be submitted stating the progress of the course during that period, to the College Management.
2. SSS will conduct workshops for the students. (On Emerging technologies, Hardware & Networking, Communications skills)
3. Students will be taken to a MNC company located at Visakhapatnam (Transportation should be provided by the college) for Industrial Exposure.

## Payment Terms

1. The total delivery cost is fixed per vertical as Rs. 2,00,000 (Two lakhs only)

Number of Verticals Selected \_\_\_\_\_

Names of Verticals Selected \_\_\_\_\_

Total Payment Due Rs. \_\_\_\_\_

2. 50% Payment should be made after completion of 15 days of program, and balance 50% should be made after completion of the programme.
3. The payments shall be made by second party by cash / DD drawn in the favor of GrafX IT Solutions Pvt. Ltd. payable at Visakhapatnam
4. The above terms are acceptable to both the parties. This MOU comes into force with effect from today i.e. 25-1-2015 and would be valid till the Training assignment is completed.

<sup>1</sup>  
DIRECTOR



For Smart and Soft Solutions

PRINCIPAL



DADI Institute of Engineering & Technology,  
Visakhapatnam

PRINCIPAL  
Dadi Institute of  
Engineering & Technology  
ANAKAPALLE - 531 002.

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बीस रुपये

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Rs.20

TWENTY  
RUPEES

INDIA NON JUDICIAL

ఆంధ్రప్రదేశ్ ఆంధ్ర ప్రదేశ్ ANDHRA PRADESH

Sl. No. 24658 Date 02-11-2017

Sold To: DADI RAT.NAKAR S/o VEERABHADRAU. ANAKAPALLI.

For Whom: SECRETARY, DADI INSTITUTE OF ENGINEERING & TECHNOLOGY. ANAKAPALLI.

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M. JAGADEESWARA BABU  
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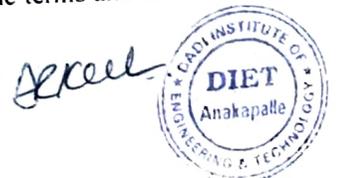
AGREEMENT

THIS AGREEMENT is entered into on this Second Day of November, 2017 ("Effective Date") by and between **Electronics & ICT Academy at NATIONAL INSTITUTE OF TECHNOLOGY**, Warangal (E&ICT-NITW), with offices at Floor I.C-Block, National Institute Technology, Warangal - 506004 ("Academy"), which is an initiative by the Ministry of Electronics & Information Technology, Government of India, New Delhi

And **Dadi Institute of Engineering & Technology (DIET)**, National Highway-5, Anakapalle, Visakhapatnam-531002, Andhra Pradesh which is an Institute in India ("Beneficiary Unit") offering academic programmes to the students in the areas of Engineering, Science, Management and Technology.

WHEREAS, Academy organizes various programmes to improve the quality of teaching, quality of education in the areas of Computer Science & Engineering, Information Technology, Electronics & Communication Engineering and other allied areas and Beneficiary Unit wishes send its faculty/personnel to attend Faculty Development Programmes with the aim to improve their quality of teaching and also the quality of education they impart through their academic programmes to the students enrolled in. NOW THEREFORE, the Beneficiary Unit agrees to the following terms and conditions of the Academy and shall sign this Agreement, in acceptance of the terms and conditions of the Academy as set out hereunder.

*Dadi Institute of Engineering & Technology*



## 1. GRANT OF PERMISSION.

Subject to the terms and conditions of the Agreement, Academy grants to the Beneficiary Unit, a non-exclusive, non-transferable number of seats, to participate in the Faculty Development Programmes (FDPs) to be offered during one year from the effective date of this agreement. Beneficiary Unit can send any number of participants subject to total number of seats consumed in a year from the effective date is within the limit of its granted number of seats. All such participants sent by Beneficiary Unit need not pay registration fee prescribed for those FDPs and can avail all the benefits offered by the coordinator of FDP to any other participant who pay registration fee as individuals. Beneficiary Unit can send a faculty/person to attend any number of FDPs, but however each time that a faculty/person attending a FDP will be counted as a seat consumed by Beneficiary Unit. However, it cannot transfer its granted seats to any other institute/college/University or even to any other college/institute/university of their own management/administration located at a place different from the address of the Beneficiary Unit. In case, Beneficiary Unit is a member of group of institutions or in chain of institutions owned by same Management/administration and that Management/administration is interested to extend the benefits to their other institutes located at different locations, each such institute should sign an agreement with the academy. Here, the "institutes located at different locations" means the institutes set up at different towns/cities/villages. However, two or more institutes owned by the same management/administration and located in the same town/city/village will be treated as a Beneficiary Unit. Total number of seats granted to a Beneficiary Unit will be lapsed on 366<sup>th</sup> day from the effective date of this agreement and any number of seats unutilized by Beneficiary Unit will be not be carried over to the next year. Beneficiary Unit can send their faculty/personnel to a FDP if its starting date of FDP is within 365 days from the effective date.

## 2. CONSIDERATION

- a. Beneficiary Unit has paid the Annual Fee of Rs.1.00.000/-in to the Academy Account No.62423775910 of State Bank of India, NIT Warangal Branch through RTGS vide transaction No. FT711023398434 on 2<sup>nd</sup> November, 2017.
- b. Annual fee is fixed as follows for a year from the effective date and it includes registration fee to be paid by the participants from that Beneficiary Unit subject to total number of seats benefitted in a year from the effective date is within the limit of its granted number of seats.

Type	Annual fee in Rs.	Number of seats granted to Beneficiary Unit to avail within a year i.e. 365 days from effective date.
Silver	1.00 lakh	25 faculty registrations

## 3. GRANTED SEATS

Beneficiary Unit agrees to note and avail the number of granted seats by sending their faculty/personnel to attend FDPs organized by E&ICT-NITW at various locations including at Warangal and including at the location of Beneficiary Unit. Frequently, E&ICT-NITW organizes FDPs at various institutes/colleges/Universities as joint programmes of host institutes and E&ICT-NITW subject to certain terms and conditions. In case Beneficiary Unit comes forward and organizes FDP as host institute jointly with E&ICT-NITW, then Beneficiary Unit

*[Handwritten Signature]*



faculty/personnel to participate in such FDP and each participant will consume a seat granted as per this agreement. Any other subsidy/complimentary seats offered to the host institute organizing FDP jointly with E&ICT-NITW will be extended to Beneficiary Unit provided that Beneficiary Unit is the host institute of the FDP and such complimentary seats will not consume any granted seats.

#### 4. OWNERSHIP

Faculty Development Programmes organized by E&ICT-NITW are owned by E&ICT-NITW and Beneficiary Unit should not consider as their programmes. However, any Faculty Development Programme (FDP) organized at an institute/college/university by E&ICT-NITW at any location other than NIT-Warangal will be joint programme of that institute/college/university as host institute and of E&ICT-NITW subject to E&ICT academy's terms and conditions which are in no way related to this agreement. Beneficiary Unit is welcome to come forward to organize such FDPs as host institute and it is independent of this agreement.

#### 5. PROPRIETARY RIGHTS

Beneficiary Unit is cognizant that E&ICT-NITW regards its Faculty Development Programs (FDPs) as its proprietary activities and as confidential trade secrets of great value. Beneficiary Unit agrees not to advertise or publicize this agreement for the benefit of improving its brand name. This agreement does not entitle Beneficiary Unit to claim as it is part of or partner of E&ICT-NITW. In no way E&ICT-NITW will directly or indirectly involve in the business or academic pursuits of Beneficiary Unit. THE STAKE HOLDERS OR PROSPECTIVE STUDENTS OF BENEFICIARY UNIT SHOULD NOT BE LURED BASES ON THIS AGREEMENT.

#### 6. TERM

The term or period of validity granted hereby is initially valid for a period of one year i.e. 365 days, from the date of signing this Agreement and it shall continue to extend validity for a year upon payment of Annual Fee in force at that time. Such extensions of validity can be made three times based on this agreement. The granted number of seats is valid during the period of validity, unless and until terminated pursuant to Section 7 hereof and subject to Beneficiary Unit's proper performance of its obligations hereunder.

#### 7. TERMINATION

E&ICT-NITW may terminate this Agreement if Beneficiary Unit is in default of any of the terms and conditions of this Agreement and fails to correct such default within ten (10) days after written notice thereof from E&ICT-NITW. Upon termination or expiry of the agreement, all unused seats on that day and time of termination automatically surrender to E&ICT-NITW. On termination, no amount will be paid back/returned by E&ICT-NITW to the Beneficiary Unit. E&ICT-NITW provides no material or no support to Beneficiary Unit after termination.

*[Handwritten signature]*



## 8. TERMINATION CERTIFICATE

In the event of termination, Beneficiary Unit will immediately discontinue use of granted seats within ten days after the termination of this Agreement. Beneficiary Unit will furnish to E&ICT-NITW A certificate, which certifies with unused seats at the instant of termination time automatically surrender to E&ICT-NITW. The provisions of Sections 4, 5, 8,11, and 13 here of shall survive any termination of this Agreement.

## 9. SUPPORT

E&ICT-NITW organizes FDPs of six days or ten days duration throughout the year in the areas of Computer Science & Engineering, Information Technology, Electronics & Communication Engineering and other allied areas. Normally, it has the objective goal of conducting around 60 numbers of FDPs in the above said areas put together. E&ICT-NITW will communicate information about these FDPs to Beneficiary Unit and also publish in its website at <https://www.nitw.ac.in/eict/>. Beneficiary Unit can look at the information and send its faculty/personnel as participants in such FDPs. However, E&ICT-NITW do not assure or guarantees the Beneficiary Unit to organize FDP in an area of Beneficiary Unit's choice or at its choice of location. Beneficiary Unit can always request E&ICT-NITW to organize FDP in a particular area of Computer Science & Engineering, Information Technology, Electronics & Communication Engineering, but it is not binding on E&ICT-NITW to oblige such request and organize it. E&ICT-NITW always plan to organize FDPs covering basic courses, core courses, elective courses, thrust areas of Computer Science & Engineering, Information Technology, Electronics & Communication Engineering and the areas suggested by high level teams permitted by Ministry of Electronics & Information Technology, Government of India.

## 10. WARRANTY DISCLAIMER

E&ICT-NITW offers Faculty Development Programmes (FDPs), and Beneficiary Unit accepts, the FDPs "AS IS." E&ICT-NITW PROVIDES NO WARRANTIES AS TO THE FUNCTION OR USE OF FDPs, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE. THE ENTIRE RISK AS TO THE PRODUCT, MATERIAL, INFORMATION, QUALITY AND PERFORMANCE, OF FDP IS WITH E&ICT-NITW AND NIT Warangal SHALL IN NO EVENT BE LIABLE FOR ANY LOSS, DAMAGE, COST OR CONSEQUENCE RELATING TO THE USE OF THE FDP. E&ICT-NITW DOES NOT WARRANT THAT THE FUNCTIONS/CONTENT DELIVERY THROUGH THE FDPs WILL MEET BENEFICIARY UNIT'S REQUIREMENTS OR THAT THE OPERATION OF THE FDPs WILL BE UNINTERRUPTED OR ERROR FREE.

## 11. LIMITATION OF LIABILITY

IN NO EVENT SHALL E&ICT-NITW BE LIABLE FOR INDIRECT, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES, INCLUDING LOSS OF USE, LOSS OF PROFITS OR INTERRUPTION OF BUSINESS OF BENEFICIARY UNIT, HOWEVER CAUSED OR ON ANY THEORY OF LIABILITY.

*Du/Ameyal*



## 12. INDEMNITY

Beneficiary Unit will defend, indemnify and hold harmless the E&ICT-NITW, its Chair, Chief Investigator, Co-Chief Investigator, members or employees or director and employees of NIT Warangal from and against all liability, damages, costs (including attorney's fees and expenses) arising out of any action brought against it (or any such party) based on a claim relating to the terms and conditions or the numbers of seats granted in this agreement.

## 13. NOTICES

All notices in connection with this Agreement shall be in writing and may be given by certified, registered, or mail or personally delivered at the address set forth on the front page. For purposes of this Agreement, a notice shall be deemed effective upon personal delivery to the party or if by mail five days after proper deposit in a mail box.

## 14. SUCCESSORS

This Agreement will be binding upon and will insure the benefit of E&ICT-NITW and Beneficiary Unit here to and their respective representatives, successors in interest and permitted assignees except as otherwise provided herein.

## 15. SEVERABILITY

In the event any provision of this Agreement is determined to be invalid or unenforceable, the remainder of this Agreement shall remain in force as if such provision were not a part.

## 16. GOVERNING LAW/FORM

This Agreement shall be governed and interpreted by the laws of the State of Telangana. The parties submit to the exclusive jurisdiction of the courts located at Hyderabad only.

## 17. NON-ASSIGNMENT

This Agreement and the seats granted by E&ICT-NITW may not be assigned, sublicensed, disseminated or distributed to any other party or otherwise transferred by Beneficiary Unit to any other institute/college/University or even to any other college/institute/university of their own management/administration located at a place different from the address of the Beneficiary Unit. Here, the "institutes located at different locations" means to institutes set up at different towns/cities/villages. However, two or more institutes owned by the same management/administration and located in the same town/city/village will be treated as a Beneficiary Unit.



## 18. ENTIRE AGREEMENT

This Agreement sets forth the entire understanding between the parties with respect to the subject matter hereof, and merges and supersedes all prior agreements, discussions and understandings, express or implied, concerning such matters. This Agreement shall take precedence over any additional or conflicting terms which may be contained in Beneficiary Unit's any other kind of agreements with NIT Warangal or with E&ICT-NITW or with any order or acknowledgement for E&ICT-NITW.

## 19. Arbitration:

All disputes shall be tried and resolved amicably by negotiations. Otherwise, it shall be referred to a sole arbitrator, to be appointed by the parties herein. under Indian Arbitration and Conciliation Act, 1996. The Jurisdiction of the court shall be at Hyderabad (capital of Telangana State) only.

IN WITNESS WHEREOF, the parties here in, have hereunto put their hands and seal on the day, month and year first hereinabove written.

Signature : *DVLN Somayajulu*  
 Name : DVLN SOMAYAJULU  
 Designation: Chair, E&ICT Academy  
 For Electronics & ICT Academy  
 National Institute of Technology  
 Warangal, Telangana  
 NIT War - 506 004. (T.S.)

*DR. R. RATNAKAR*  
 DADI RATNAKAR  
 CORRESPONDENT



For Dadi Institute of Engineering & Technology  
 (DIET) National Highway-5, Anakapalle,  
 Visakhapatnam-531002, Andhra Pradesh

## Witnesses:

1. *K. Amarendra*. (Dr. K. Amarendra, Vice Principal, DIET)
2. *M. Srinivas*



ఆంధ్రప్రదేశ్ ఆంధ్ర ప్రదేశ్ ANDHRA PRADESH

Sl. No. 7613 Date 03-04-2018

Sold To: DADI RATNAKAR S/o VEERABHADRARAO, ANAKAPALLI.

For Whom: DADI INSTITUTE OF ENGINEERING & TECHNOLOGY, ANAKAPALLI.

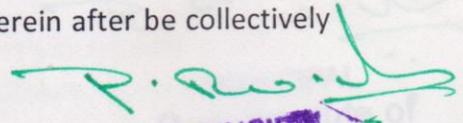
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R.L.No.03-301-001/2017  
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Phone : 9292602237

AGREEMENT BETWEEN  
ANDHRA PRADESH STATE SKILL DEVELOPMENT CORPORATION  
VIJAYAWADA  
AND

Dadi Institute of Engineering & Technology, Visakhapatnam, National Highway  
5, Anakapalle, Visakhapatnam, Andhra Pradesh 531002  
<https://goo.gl/maps/ScAxfaryimn>

The Agreement is executed on this 6<sup>th</sup> day of APRIL 2018 (Effective Date) by and between, Andhra Pradesh State Skill Development Corporation having its office at 2<sup>nd</sup> Floor, NTR Administrative Block, PN Bus Station, Vijayawada - 520 013 hereinafter called the "APSSDC" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successors and assigns) represented by the MD&CEO of the first part; And Dadi Institute of Engineering & Technology having its office at National Highway 5, Anakapalle, Visakhapatnam, Andhra Pradesh 531002 <https://goo.gl/maps/ScAxfaryimn>, Visakhapatnam, herein after called "DIET" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successors and assigns) represented by the **PRINCIPAL** of the second part; APSSDC and Dadi Institute of Engineering & Technology shall herein after be collectively referred to as Parties and individually as first/second Party.

  
PRINCIPAL  
Dadi Institute of  
Engineering & Technology

## WHEREAS:

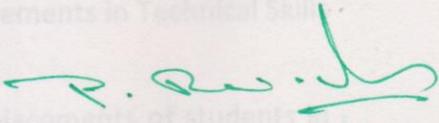
The new state of Andhra Pradesh has come into existence after bifurcation of the erstwhile combined state of Andhra Pradesh in June-2014. In the process of fulfilling its commitment for formation of a modern State, the State has initiated its endeavors, primarily on infrastructure building and rapid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

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

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

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

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

  
PRINCIPAL  
Dadi Institute of  
Engineering & Technology  
WAKARAI - 531 002

## 2.1 DEFINITIONS:

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

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

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

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

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

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

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

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

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

## 3. SCOPE OF SERVICES / PROJECT

a. To make qualitative improvements in imparting Technical Skills by setting up or providing:

- Infrastructure in college laboratories by adopting latest technologies in engineering streams of CSE, IT, ECE, EEE, Mechanical and Civil to serve the needs the industry;

- Skill up-gradation of faculty by imparting training;

- Update course curriculum to suit modern industrial practices;

- Promote Research & Development and Innovation for existing Industries.

- **CM's Skill Excellence Center: ICT Labs** to focus on training students in line with the latest Industry needs and make them more employable

b. **Promote Industry** – Academia interfacing to make improvements in Technical Skills sustainable and in line with Industry requirements.

c. **Train students to improve employability** - Improved placements of students in colleges and enable the students to compete in national employment market with better remuneration and professional growth.

PRINCIPAL  
Dadi Institute of  
Engineering & Technology  
ANAKAPALLE - 531 002

- d. Enhance the reputation of Technical Institutions with improved academic ambience and State of Art facilities
- e. Create a pool of skilled manpower to cater to the current and future industrial and service sector needs.
- f. Guidelines and procedures prescribed / as may be prescribed from time to time by APSSDC for implementation.

#### 4. SCOPE OF THE FIRST PARTY

The APSSDC shall

- Select reputed academic/Industrial Training Institutions through a stipulated procedure.
- Provide a platform for registration of trainees online and mapping of institutions and students
- Provide equipment with latest technology to fill up the gap required to suit the skill development training requirements –laptops (as per the configuration given in Annexure I).
- Train the faculty in the required skill.
- Identify and provide course curriculum to suit latest and future technologies.
- Promote Research & Development and Innovation for existing Industries.
- To get the evaluation of the Skill Development programs done by third party for assessing the impact with respect to quality and quantitative placements.
- Exercise its right to cancel the permission now granted to the institutions in the event of not fulfilling their obligations.

#### 5. SCOPE OF THE SECOND PARTY

The Academic institution shall provide and follow the guidelines presented:

##### SDC:

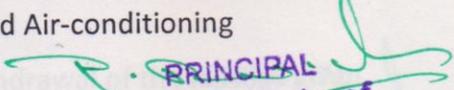
College should setup one Skill Development Center lab and equip it on the lines of CM's SEC for APSSDC training exclusively.

##### CM's SEC:

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

##### Infrastructure:

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

  
PRINCIPAL  
Dadi Institute of  
Engineering & Technology  
ANAKAPALLE - 531 002

### **Adequate security:**

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

### **Faculty & Students:**

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

### **Residential Facilities:**

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

### **Clubs:**

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

### **Warranty & Equipment:**

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

### **Compliances:**

- ☐ **KPIs** – Key Performance Indicators (KPIs) will be developed in mutual consultation with colleges and APSSDC.
- ☐ **Monitoring:** The activities of CM's Skill Excellence Centers: ICT Labs shall be regularly monitored through an IT monitoring system at APSSDC on a real time basis and also through the monitoring committee of APSSDC.
- ☐ **Management Information System:** To submit all reports and documents relating to progress of the students on rolls, Accounts, Audit and Annual Work Plan, as specified at such frequency as may be required by 'THE FIRST PARTY'.
- ☐ Details of Data of Number of students passed out, placed (Trained for Employability), and unplaced on year-on-year basis.
- ☐ Institutions will face punitive action amounting to withdrawal of the laptops given under this Project if found to be:

- Charging capitation fee or indulging in any other malpractice
- Provided false data in their reports
- Unable to achieve targets set by APSSDC/themselves in Proposals consistently
- Any non-compliance with the terms and conditions of this Agreement

## 6. REVENUE GENERATED

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

## 7. BREACH OF AGREEMENT & REMEDIAL PERIOD

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

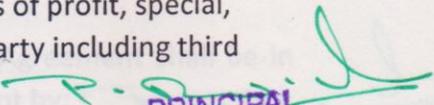
## 8. CONFIDENTIAL INFORMATION

Each Party may disclose Confidential Information:

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

## 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.

  
**PRINCIPAL**  
 Dadi Institute of  
 Engineering & Technology  
 ANAKAPALLE - 531 002

## 10. DISPUTE RESOLUTION

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

## 11. FORCE MAJEURE

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

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

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

## 12. SEVERABILITY

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

## 13. NOTICE

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

PRINCIPAL  
Dadi Institute of  
Engineering & Technology  
ANAKAPALLE - 531 002

- (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

**College/ Institution**  
Dadi Institute of Engineering & Technology  
Visakhapatnam  
National Highway 5, Anakapalle, Visakhapatnam, Andhra  
Pradesh 531002 <https://goo.gl/maps/ScAxfaryimn>

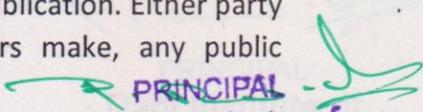
**13.2.** All such notices and documents shall be in the English language. All notices or other documents shall be deemed to have been received by the addressee in the case of despatch by post, five (5) working days following the date of dispatch of the notice or document and in the case of dispatch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

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

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

#### **15. PUBLICITY**

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

  
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ANAKAPALLE - 531 002

## 16. RELATION OF THE PARTIES

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

## 17. MODIFICATION, AMENDMENT, SUPPLEMENT OR WAIVER

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

## 18. ENTIRE AGREEMENT

This Agreement together with all Appendices, Attachments and Addenda attached hereto constitute the entire agreement between the parties and

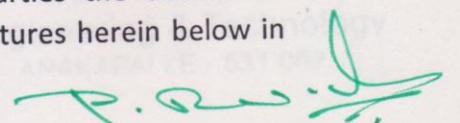
supersedes all previous agreements, promises, representations, understandings and negotiations, whether written or oral, between the parties with respect to the subject matter hereof.

## 19. ASSIGNMENT

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

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

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



PRINCIPAL  
Dadi Institute of  
Engineering & Technology  
ANAKAPALLE - 531 002

SIGNED ON BEHALF OF

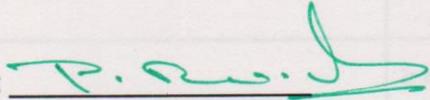
ANDHRA PRADESH STATE SKILL DEVELOPMENT CORPORATION

Name: SriK. Sambasiva Rao, IRTS

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

Designation: Managing Director & Chief Executive Officer

Name: Dr. Ch. Prabhakar Rao

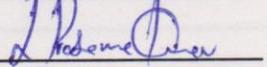
Signature: 

Designation: PRINCIPAL ..  
Dadi Institute of  
Engineering & Technology

Witness ANAKAPALLE - 531 002

Name: Dr. L. Subbarao Kumar

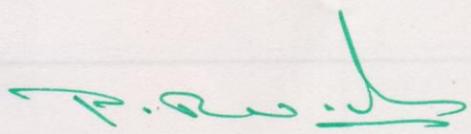
Name : \_\_\_\_\_

Signature: 

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

Designation: HOD-CSE & Asst Prof

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



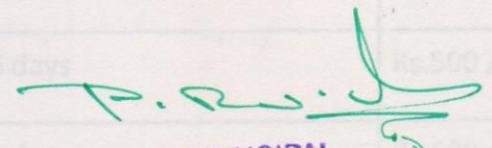
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Dadi Institute of  
Engineering & Technology  
ANAKAPALLE - 531 002

## Annexure – I

Details of course wise fees: Workshops

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



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ANAKAPALLE - 531 002

## Annexure – II

Details of course wise fee: **Workshops**

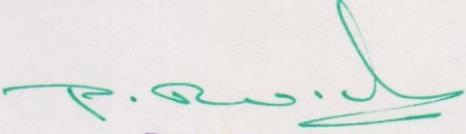
Stream	Workshop Name	Duration	Fee
CSE & ECE	Data Structures & Algorithms	3days(Phase 1) + 3 Days (Phase 2)	Rs. 250 /-
	Google Android Fundamentals	3days(Phase 1) + 3 Days (Phase 2)	Rs. 500 /-
	Progressive web apps	3days(Phase 1) + 3 Days (Phase 2)	Rs.500 /-
	Amazon Web Services(AWS)	3 days	Rs.250 /-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

	Revit Architecture	6 days	Rs.500 /-
	3DS Max	3 days	Rs.250 /-

**Certification Courses (College/University Name-)**

Course Details					Pricing	
SN	Engg Stream	Course	Certification	Duration (Months / Weeks)	Market Price Per certification	APSSDC Pricing
1	CS/IT/ ECE/M CA	Udacity Nanodegrees	i) Machine Learning	3 Months	Rs.60,180/-	6,000 Per Month with Support (Free if completed in 1 month, 50% of the fee reimbursed each month upon completion within 3 months, and 25% thereafter)
2			ii) Android Developer	3 Months	63,130	
3			iii) Front End	3 Months	54,280	
4			iv) Introduction to Programming	2 Months	38,350	
5			v) Full Stack	3 Months	54,280	
7		Google	i) Associate Android Developer	3 Weeks	6,500	3,250
8			ii) Mobile Web Specialist	3 Weeks		
		Coursera with University of Michigan	Python for Everybody (Specialization)	2 Weeks	19,200	1,300 for 6 months with Training
			Applied Data Science with Python (Specialization)	3 Months		
		Coursera with University of California, Irvine	Internet of Things (IOT) - (Specialization)	2 Weeks		
		Coursera with UC San diego	Data Structures and Algorithms by UC San diego (Specialization)	3 Months		
		Coursera with Google	Architecting with Google Cloud Platform (Specialization)	-		
			Data engineering on Google cloud platform (Specialization)	-		
			Developing applications with Google cloud platform (Specialization)	-		
17		Amazon	i) Analytics & Big Data	6 months	21,000	0
18			ii) Cloud Architects		35,000	
19			iii) Operations / Support Engineer		21,000	
20	iv) Software Development Engineer		21,000			
28	Civil/Mechanical	i) AutoCAD Professional	1 Week Workshop & 2 hour practice for 14 days	2,415	1,000 With Training	
		ii) Revit Architecture Professional				
		iii) Revit Structure Professional				

			iv) Fusion 360 Professional		
30	Mechanics	DS India Private Limited	i) CATIA Part Design		3,000
31			ii) CATIA Surface Design		3,000

  
 PRINCIPAL  
 Dadi Institute of  
 Engineering & Technology  
 ANAKAPALLE - 501 102



# Dadi Institute of Engineering & Technology

(Approved by A.I.C.T.E., New Delhi & Affiliated to J.N.T.U.K., Kakinada)

NAAC Accredited Institute

An ISO 9001 : 2008, ISO 14001 : 2004 & OHSAS 18001 : 2007 Certified Institution

NH-5, Anakapalle, Visakhapatnam-531002, A.P.

Ph. : 08924-221144,11,22 / 9963993229 / www.diet.edu.in / e-mail : principal@diet.edu.in

**Dr. Ch.S.Naga Prasad**

B.E.,M.Tech.,Ph.D.,MISTE

Principal

## Memorandum of Understanding

M/s GRAFX IT SOLUTIONS PVT LTD- Tally Institute of Learning (TIL)

and

**DADI INSTITUTE OF ENGINEERING & TECHNOLOGY, ANAKAPALLE**

Date of Contract : 08.10.2018  
TIL Name : M/s GRAFX IT SOLUTIONS PVT LTD, VSP  
College Details : Dadi Institute of Engineering & Technology  
Anakapalle  
Academic Year : 2018- 19  
Course : Tally ACE

### Financials:

Assessment and certification Fee : Rs. 3,500/- per Student  
Trainer charges : NIL  
Total Fee : Rs. 3,500/-

M/s GRAFX IT SOLUTIONS PVT LTD, We Share the common vision of empowering the students by imparting industry relevant skill sets and increasing their employability.

**Dr. Ch.S.Naga Prasad**

B.E.,M.Tech.,Ph.D.,MISTE

Principal

To achieve our common goal M/s GRAFX IT SOLUTIONS PVT LTD and College would collaborate on the following framework to execute the students training.

- We will Provide Multiuser license free of cost to the college subject to enrollment of 100 students.

Role of M/s GRAFX IT SOLUTIONS PVT LTD:

1. To provide the courseware and Multi User Software of TALLY
2. To provide support for execution of training in terms of technical knowhow
3. To conduct online assessments for the students enrolled in the training as per details shared by the college.
4. To issue Online Digital and Hard Copy of Tally certificate after course completion, to all students who have qualified in the online assessment test.

Role of the college:

1. To provide the required Infrastructure in the campus for training.
2. To organize the online assessments as per the Tally Education assessment guidelines.
3. To make payments to TIL before the start of the course.

For

M/s GRAFX IT SOLUTIONS PVT LTD, VSP


Authorized Signatory

For

Dadi Institute of Engineering &  
Technology, Anakapalle.

  
Authorized Signatory





# Dadi Institute of Engineering & Technology

(Approved by A.I.C.T.E., New Delhi & Affiliated to J.N.T.U.K., Kakinada)

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NH-5, Anakapalle, Visakhapatnam-531002, A.P.

Ph. : 08924-221144,11,22 / 9963993229 / www.diet.edu.in / e-mail : principal@diet.edu.in

## Dr. Ch.S.Naga Prasad

B.E.,M.Tech.,Ph.D.,MISTE

Principal

Name of the College/University : DADI INSTITUTE OF ENGINEERING AND TECHNOLOGY  
Name of Society/Trust (If applicable) : SARADA EDUCATIONAL TRUST  
Affiliated to : JNTU KAKINADA  
Registration No : 7/IV  
Contact Person : Dr. RAM KUMAR P.B.  
Designation : HEAD OF THE-DEPARTMENT, MBA  
College/University Address : DADI INSTITUTE OF ENGINEERING & TECHNOLOGY,  
NH-5, ANAKAPALLE  
Pin Code : 531002  
State : ANDHRAPRADESH  
Phone : 9963994047  
Fax : 232344  
Contact person Mobile No. : 9963994047  
E-Mail : hodmba@diet.edu.in  
No. of Computers Available : 100

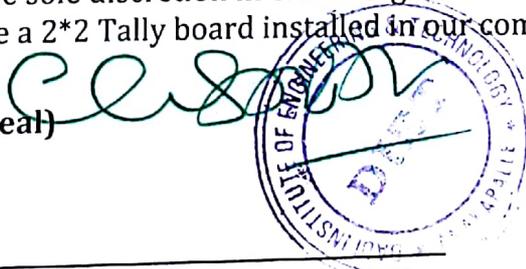
Total student strength of the college : 82  
Student strength for commerce stream : 30

Expected number of enrolments in 2018-19 for Tally Certification: 75

License to be issued in the name of: DADI INSTITUTE OF ENGINEERING AND TECHNOLOGY

**Declaration:** We understand that the license offered to the College/University is for exclusively for training purpose and Tally shall have the sole discretion in extending the validity of the license. We also hereby give our consent to have a 2\*2 Tally board installed in our computer lab.

(Authorized Signatory with college seal)



For Office Use:

Regional Manager Name : \_\_\_\_\_  
Submitted for E-approval on: \_\_\_\_\_  
Approved by CEO (Y/N) : \_\_\_\_\_  
Approval Number : \_\_\_\_\_  
License Number : \_\_\_\_\_  
Validity : \_\_\_\_\_

## Memorandum of Understanding

M/s GRAFX IT SOLUTIONS PVT LTD- Tally Institute of Learning (TIL)

and

**DADI INSTITUTE OF ENGINEERING & TECHNOLOGY, ANAKAPALLE**

Date of Contract : 08.10.2018  
TIL Name : M/s GRAFX IT SOLUTIONS PVT LTD, VSP  
College Details : Dadi Institute of Engineering & Technology  
Anakapalle  
Academic Year : 2018- 19  
Course : Tally ACE

### Financials:

Assessment and certification Fee : Rs. 3,500/- per Student  
Trainer charges : NIL  
Total Fee : Rs. 3,500/-

M/s GRAFX IT SOLUTIONS PVT LTD, We Share the common vision of empowering the students by imparting industry relevant skill sets and increasing their employability.

To achieve our common goal M/s GRAFX IT SOLUTIONS PVT LTD and College would collaborate on the following framework to execute the students training.

**-: CIN NO. : U72900AP2009PTC064099 :- -: GSTIN : 37AADCG5165C2ZR :-**

**Hyderabad Office : 103, Swathi Manors, Mytrivanam Road, Ameerpet, Hyderabad, Ph. : 9848885237, 98482 94142**



ISO 9001 - 2008 CERTIFIED



एन एस आई सी  
**NSIC**  
ISO 9001 : 2008

The National Small  
Industries  
Corporation Ltd.



**Skill India**

**SMART**  
All Management & Accreditation of Training Centres

- We will Provide Multiuser license free of cost to the college subject to enrollment of 100 students.

**Role of M/s GRAFX IT SOLUTIONS PVT LTD:**

1. To provide the courseware and Multi User Software of TALLY
2. To provide support for execution of training in terms of technical knowhow
3. To conduct online assessments for the students enrolled in the training as per details shared by the college.
4. To issue Online Digital and Hard Copy of Tally certificate after course completion, to all students who have qualified in the online assessment test.

**Role of the college:**

1. To provide the required Infrastructure in the campus for training.
2. To organize the online assessments as per the Tally Education assessment guidelines.
3. To make payments to TIL before the start of the course.

For

M/s GRAFX IT SOLUTIONS PVT LTD, VSP

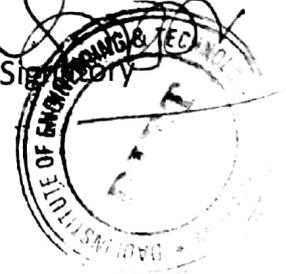
Authorized Signatory



For

Dadi Institute of Engineering &amp; Technology, Anakapalle.

Authorized Signatory

**-: CIN NO. : U72900AP2009PTC064099 :- -: GSTIN : 37AADCG5165C2ZR :-**

Hyderabad Office : 103, Swathi Manors, Mytrivanam Road, Ameerpet, Hyderabad, Ph. : 9848885237, 98482 94142



ISO 9001 - 2008 CERTIFIED

**एन एस आई सी**  
**NSIC**  
ISO 9001 : 2008  
The National Small Industries Corporation Ltd.**Skill India****SMART**  
All Management & Accreditation of Training Centres



# **B - TECHNOLOGIES**

**# 86/A, PHASE III, INDUSTRIAL PARK, PASHMYLARAM,  
SANGAREDDY DIST., PATANCHERU MANDAL, TELANGANA  
STATE – 502307, CELL: - 9908876125, 94949 54394**

## **MEMORANDUM OF UNDERSTANDING (MoU)**

**BETWEEN**

### **Dadi Institute of Engineering and Technology And B-Technologies**

This Memorandum of Understanding (hereinafter called as the 'MoU') is entered into on this the **10/12/2018** day in the year **2018** and between.

Dadi Institute of Engineering and Technology, National Highway16, Anakapalle, Visakhapatnam-531002, Andhra Pradesh, represented herein by its Principal Dr.Ch. Prabhakar Rao of Dadi Institute of Engineering and Technology And B TECHNOLOGIES, #86/A, Phase III, Industrial Park, Sangareddy Dist., Patancheru Mandal, Telangana represented here in by Sri S. Beeshma, Managing Director.

WHEREAS:

- A) First Party is a Higher Educational Institution named: **Dadi Institute of Engineering and Technology,**
- B) First Party & Second Party believe that collaboration and co-operation between themselves will promote more effective use of each of their resources, and provide each of them with enhanced opportunities.
- C) The Parties intent to cooperate and focus their efforts on cooperation within area of Skill Based Training, Education, Placement, Industrial Visit, Expert Lecture.
- D) **B-Technologies,** - the Second Party is engaged in submersible motor & Pumps manufacturing industry.

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

#### **CLAUSE 1**

#### **CO-OPERATION**

- 1.1 Both Parties are united by common interests and objectives, and they shall establish co-operation.
- 1.2 First Party and Second Party co-operation will facilitate effective utilization of the intellectual capabilities.

1.3 The parties shall co-operate with each other and shall as promptly as is responsibly practical, relevant agreement.

## CLAUSE 2

### SCOPE OF THE MoU

2.1 Industrial Training & Visits: Industry and Institution interaction will provide an insight into the latest developments / requirements of the industries; the Second Party to permit the Faculty and Students of the First Party to visit its group companies and also involve in Industrial Training Programs for the First Party. This will provide confidence & smooth transition for students work. Also the Second party may register on the AICTE Internship Portal for the benefit of students.

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

2.3 Placement of trained students: second party will actively engage to help the delivery of the training and placement of the students of the first party on the technology trends and in house requirements.

2.4 There is no financial commitment on the part of the **Dadi Institute of Engineering and B Technologies**, the first party to take up any program mention in MoU. If there is any financial consideration, it will be dealt as Annexure/order no. BT1019001

2.5 Both Parties to obtain all internal approvals, consents, permissions, and licenses of whatsoever nature required.

## CLAUSE 3 VALIDITY

3.1 This Agreement will be valid until it is expressly terminated by either Party on mutually agreed terms, during which period, the Second Part.

## CLAUSE 4 RELATIONSHIP BETWEEN THE PARTIES

5.1 It is expressly agreed that **Dadi Institute of Engineering and Technology** and **B.Technologies** are acting under this MOU as independent contractors, and the relationship established under this MOU shall not be construed as a partnership.



**Dadi Institute of Engineering and Technology,**  
**National Highway -16,**  
**Anakapalle,**  
**Visakhapatnam,**  
**Andhra Pradesh-531002.**

FOR **B. TECHNOLOGIES**  
*[Signature]*  
10/12/2018  
**Proprietor**

**B TECHNOLOGIES**  
**#86/A, Phase III,**  
**Industrial Park,**  
**Sangareddy Dist.,**  
**Patancheru Mandal,**  
**Telangana-502307**

# MEMORANDUM OF AGREEMENT

BETWEEN



**NATIONAL RESEARCH DEVELOPMENT CORPORATION**  
(An Enterprise of DSIR, Ministry of Science & Technology, Govt. of India)  
**20-22, ZAMROODPUR COMUNITY CENTRE**  
**KAILASH COLONY EXTENSION, NEW DELHI 110048**

AND



**DADI INSTITUTE OF ENGINEERING & TECHNOLOGY**  
National Highway 5, Anakapalle, Visakhapatnam - 531 002,  
Andhra Pradesh

**APRIL 2019**



सत्यमेव जयते

## INDIA NON JUDICIAL

### Government of National Capital Territory of Delhi

#### e-Stamp

**Certificate No.** : IN-DL76698886123405R  
**Certificate Issued Date** : 20-Apr-2019 12:41 PM  
**Account Reference** : IMPACC (IV)/ dl857503/ DELHI/ DL-DLH  
**Unique Doc. Reference** : SUBIN-DL85750358536248966666R  
**Purchased by** : NATIONAL RESEARCH DEVELOPMENT CORPORATION  
**Description of Document** : Article 5 General Agreement  
**Property Description** : Not Applicable  
**Consideration Price (Rs.)** : 0  
(Zero)  
**First Party** : NATIONAL RESEARCH DEVELOPMENT CORPORATION  
**Second Party** : Not Applicable  
**Stamp Duty Paid By** : NATIONAL RESEARCH DEVELOPMENT CORPORATION  
**Stamp Duty Amount(Rs.)** : 50  
(Fifty only)



Please write or type below this line.....

#### MEMORANDUM OF AGREEMENT

BETWEEN

**NATIONAL RESEARCH DEVELOPMENT CORPORATION**

(An Enterprise of DSIR, Ministry of Science & Technology, Govt. of India)

20-22, ZAMROODPUR COMMUNITY CENTRE

KAILASH COLONY EXTENSION, NEW DELHI 110048

AND

**DADI INSTITUTE OF ENGINEERING & TECHNOLOGY**

National Highway 5, Anakapalle, Visakhapatnam - 531 002

Andhra Pradesh



## MEMORANDUM OF AGREEMENT

This Memorandum of Agreement (MOA) is entered into this 27<sup>th</sup> day of **April, 2019**.

### BETWEEN

**National Research Development Corporation**, an Enterprise of Department of Scientific & Industrial Research, Ministry of Science & Technology, Govt. of India, dealing within the meaning of and registered under the Companies Act, 1956, having its Registered Office at 'Anusandhan Vikas', 20-22, Zamroodpur Community Centre, Kailash Colony Extension, New Delhi-110 048 (hereinafter called '**NRDC**' which expression shall include its successors in interest/business and permitted assigns) of the one part;

### AND

**Dadi Institute of Engineering & Technology**, a NAAC accredited institution in Andhra Pradesh established in 2006 under Sarada Educational Trust and affiliated to J.N.T.U, Kakinada located at National Highway 5, Anakapalle, Visakhapatnam - 531 002, Andhra Pradesh (hereinafter called "**DIET**" which expression shall include its successors in interest/business and permitted assigns) of the Other part.

**WHEREAS** '**NRDC**' is a company established by the Government of India with the objectives, inter-alia of promotion, development, licensing and commercial exploitation of indigenous technology, know-how and inventions, including the technical and engineering know-how generated by various publicly funded R&D laboratories, universities and institutions. Since its inception, '**NRDC**' has already transferred to industry and successfully commercialized a large number of technologies both in India and abroad.

**WHEREAS**, '**DIET**' is an autonomous Institute being approved by the All India Council for Technical Education, New Delhi, Accredited B+ grade by National Board of Accreditation, New Delhi and is affiliated to J.N.T.U, Kakinada. DIET offers B.tech, M. Tech, MBA and other technical educational courses. DIET has signed MoU with Microsoft and is an Institutional Member of IEEE-Institute of Electrical and Electronics Engineers, ACM - Association for Computing Machinery, CSI- Computer Society of India, IETE- Institution of Electronics & Telecommunication Engineers, ISTE- Indian Society For Technical Education, CII - Confederation of Indian Industry, IET- Institution of Engineering and Technology, Oracle- Oracle Academy(USA), Infosys - Infosys Campus Connect, Bangalore

**WHEREAS** '**DIET**' and '**NRDC**' recognize the respective strengths of the two organizations and accordingly agree to cooperate in the development of technologies and their successful transfer to industry for commercial exploitation and socio-economic benefits.

Now therefore, in consideration of the premises and mutual covenants hereinafter contained, the parties hereto agree as follow:



1. Subject to the conditions hereinafter contained 'DIET' agrees to assign its technologies/Know-hows(s) to 'NRDC' free from encumbrances and developed by "DIET" for sole and absolute right of marketing and licensing for commercial exploitation by 'NRDC'.
2. 'DIET' also agrees to provide 'NRDC'/Licensee of 'NRDC' as the case may be, technical and engineering know-how relating to such Technology(ies) etc. consisting of documented technical information on the mode of working and using the same by an industry, as may be necessary to commercialize the said invention(s)/ process(s)/ product(s)/ technology(ies) and associated patents/ designs/ copyrights/ trademarks etc. by 'NRDC' during the currency of this MOA being in force on mutually agreed terms and conditions.
3. 'DIET' shall also keep NRDC informed of any further development, improvement in the said invention(s)/ process(s)/ product(s)/ technology (ies) and shall also assign the same for licensing by NRDC for commercial exploitation.
4. 'DIET', shall on successful demonstration of the technologies and handing over the know-how document to NRDC and/or its licensee(s), sign along with Licensee(s) a certificate of successful demonstration of the technology as per NRDC format and send one copy in original to NRDC.
5. For the processes licensed by NRDC, 'DIET' agrees to provide a demonstration of the invention(s)/ process(s)/ product(s)/ technology(ies) to the NRDC's licensee(s) at 'DIET' on the scale at which the invention/ process/ product/ technology may have been developed by 'DIET', within a period of 30 days of the date of signing of the licence agreement by the licensee with 'NRDC' to familiarize appropriately qualified personnel of the licensee and provide expert assistance to the licensee for implementation of the licensed invention/process/ product/ technology etc.
6. 'NRDC' agrees to give publicity to the availability of the invention(s)/ process(s)/ product(s)/ technology(ies) assigned to it by 'DIET' for commercial exploitation and also agrees to generate necessary market data/profiles, prefeasibility, feasibility and project reports, to promote speedy and effective licensing and commercialization of the invention(s)/ process(s)/ product(s)/ technology(ies). 'NRDC' also agrees to associate the "DIET" during negotiations for deciding the fee to be charged from the prospective licensees and inform the 'DIET' about the negotiations for deciding the fee to be charged from the prospective licensee at the time of transfer of technology.
7. In consideration of the assignment, provision of technical information and documentation and technical services as aforesaid by 'DIET', 'NRDC' agrees to remit to 'DIET' 50% of the entire fees (Lumpsum Premium and Royalty) received by it from the licensees arising from and out of the said commercial exploitation of the invention(s)/ process(s)/ product(s)/ technology(ies) of 'DIET' assigned to 'NRDC'. The royalties payable to 'DIET' shall continue for a fixed period agreed between 'NRDC' and the licensee, and 'NRDC' will apply its well established and time-tested methods of monitoring the extent of exploitation of the said Technology(ies) to ensure full and effective payment of royalties by the licensee concerned.



8. The premia and the royalty agreed upon by 'NRDC' and the licensee and the period of licensing will be finalized jointly by 'NRDC' with 'DIET' and 'DIET' will abide by the same.
9. In view of the cooperation provided for under this MOA, 'NRDC' agrees to advise 'DIET' and facilitate 'DIET' in the filing of patent applications (both in the country and abroad) on invention(s)/ process(s)/ product(s)/ technology(ies)), which 'DIET' assigns or proposes to assign to 'NRDC' for licensing on the understanding that when the said patents are granted, 'DIET' would assign those patents to 'NRDC' for commercial exploitation.
10. All the expenses in obtaining the patent(s)/ design(s)/ copyright(s)/ trademark(s) etc. and maintaining in India on the invention(s)/ process (ies)/ technology (ies) etc. assigned to NRDC shall be borne by 'DIET'.
11. 'NRDC' agrees to take all measures in its control to oppose Indian Patent/ design/trademark application(s) filed by other parties which application(s) may be detrimental to the invention/ process/ product/ technology etc. assigned to 'NRDC' by 'DIET' and 'DIET' agrees to provide 'NRDC' all assistance in this regard. The cost involved shall be borne by DIET.
12. 'NRDC' after due consultation with 'DIET' on case to case basis, hereby agrees, in case of revocation proceedings against a IP assigned to it by 'DIET', to protect the title of the said IP and underlying technology(ies) and in such a case, the expenses will be shared equally between - NRDC' & 'DIET'.
13. In the event of any of the aforesaid IPR(s) assigned to 'NRDC' being infringed and 'NRDC' initiating or instituting any legal proceedings, after due consultation with 'DIET', to prevent such infringement, 'DIET' agrees, if so required by 'NRDC', to render all assistance to 'NRDC'. The expenses in this regard will be shared in ratio of 50:50 between 'NRDC' and 'DIET'. Similarly, the compensation awarded by the court will also be shared in the ratio of 50:50 by 'NRDC' and 'DIET'.
14. In case 'NRDC' does not commercialize the assigned technologies within five years from the date of Assignment with 'DIET', the parties shall meet and decide on the further course of action and if there are no immediate prospects of commercialization, the assigned technologies shall be reassigned to 'DIET' and 'NRDC' shall not use the information relating to such technologies in any manner whatsoever, thereafter.
15. Apart from the above-mentioned services: 'NRDC' will provide the following expert services on a mutually agreed terms and condition on case to case basis:
  - 15.1 IPR Management: 'NRDC' shall provide all the assistance for assessing patentability through Patent search for prior art.
  - 15.2 University IPR Policy: 'NRDC' shall prepare "DIET" IPR and Technology Management Policy on consultancy basis.
  - 15.3 Technology Transfer Cell: 'NRDC' shall mentor and guide "DIET" Technology Transfer & IP Cell Policy on consultancy basis.



- 15.4 IPR awareness / Training programme: Organizing one IPR awareness programme for one day to the faculty and students in the 'DIET'.
- 15.5 Techno-commercial evaluation of Technologies: Evaluation of technologies developed by faculty and students for their commercial potential.
- 15.6 Market Research and Design Package: Creating Market Research (MR) and Basic Engineering Design Package (BEDP) for most prominent technologies developed by 'DIET' to increase the potential of technology transfer.
- 15.7 Linkages with Research funding organizations: 'NRDC' shall assist faculty and students to get appropriate research funding from government departments such as DST, DBT, AICTE, etc. 'NRDC' will assist in drafting proposals and their evaluation before submitting to appropriate funding organization.
- 15.8 Mentoring Services: 'NRDC' shall provide hand holding and mentoring services through its panel of domain experts, and connect to advance laboratory facilities through its vast network of Labs, academic institutions and domain experts.
- 15.9 Facilitating industry visits of students: 'NRDC' will facilitate industry visits/training of 'DIET' final year students in MSMEs/Corporates.
- 15.10 Linking to Start-up India Mission: 'NRDC' will facilitate 'DIET' to establish student and faculty start-up. 'NRDC' shall provide suitable innovative technologies, give certificate for obtaining start up recognition, file patents under SIPP scheme of DIPP and link the students start-ups to appropriate funding agencies.
- 15.11 Incubation services: 'NRDC' shall assist and facilitate DIET in setting up of incubation centre's in their campus. In this endeavor NRDC will guide 'DIET' in preparing the DPR, linking funding agencies and all the required hand-holding / mentoring.
- 15.12 Any other Techno-commercial services: If any other Techno-commercial services required by 'DIET' and they fall within the ambit of 'NRDC' capabilities, 'NRDC' shall provide those services on mutually agreed terms and conditions.
16. If either party fails to fulfill its respective obligations as set out in the previous clauses of this MOA, both parties shall urgently consult one another with a view to correcting the default by the party concerned. If even thereafter the default is not rectified by the defaulting party, the other party may terminate this MOA by giving thirty (30) days advance notice in writing to the defaulting party provided that such termination shall not affect the rights of the parties to MOA which have been accrued prior to such termination.
17. Upon such termination as set out in Clause 16:
- (i) The licence(s) granted by 'NRDC' shall continue for the period agreed between 'NRDC' and the licensee(s) concerned. Thereafter such Technologies assigned to 'NRDC' shall be reassigned to 'DIET'. 'NRDC' also agrees not to grant any further licence(s) of the commercialised Technologies to any further party(ies). All amounts accrued for payment to 'DIET' by 'NRDC' on the date of termination shall be paid by NRDC after closing of annual account of 'NRDC'. As for payment accruing thereafter from such commercialised Technologies in respect of which licence(s) have already been granted by 'NRDC' and subsisting on the date of termination of this MOA, 'NRDC' will continue to remit them to 'DIET' as if the MOA is in full force and effect; and
- (ii) The Technology (ies) assigned to 'NRDC' by 'DIET' which have not been commercialised by 'NRDC' shall stand withdrawn and shall be reassigned to 'DIET'. Thereafter



'NRDC' shall not use or cause other parties to use documents of such Technologies in any manner whatsoever.

## 18. ARBITRATION AND JURISDICTION

- A. (i) If any dispute or difference arises between the parties hereto as to the construction, interpretation, effect and implication of any provision of this MOA including the rights or liabilities or any claim or demand of any party against other or in regard to any other matter under these presents but excluding any matters, decisions or determination of which is expressly provided for in this MOA, such disputes or differences shall be settled under the Rules of Delhi International Arbitration Center, New Delhi by Sole Arbitrator to be appointed out of the panel of arbitrators of Delhi International Arbitration Center (DAC) with the consent of all the parties failing which the aggrieved party shall approach to the court of competent jurisdiction for the appointment of the Sole Arbitrator in accordance with the Arbitration and Conciliation Act, 1996 (As amended/modified from time to time) and Rules framed thereunder for the time being in force (the Act) and the reference to arbitration shall be deemed to be submission within the meaning of the Act.
- (ii) If however, any party does not make any claim or demand or raise any dispute or difference against the Other party in terms of this clause within one year from the date on which such claim or demand arises, then it shall be deemed that the party has waived and abandoned such claim or demand or the right to raise such dispute or difference against the other parties..
- (iii) (a) The venue of the Arbitration shall be at Delhi International Arbitration Center at New Delhi.
- (b) Each party shall bear and pay its own cost of the arbitration proceedings unless the Arbitrator otherwise decides in the Award.
- (c) The provisions of this Clause shall not be frustrated, abrogated or become inoperative, notwithstanding this MOA expires or ceases to exist or is terminated or revoked or declared unlawful.
- B. The High Court of Delhi at New Delhi and Courts subordinate to it shall have exclusive jurisdiction in all matters concerning this MOA, including any matter arising out of the Arbitration Proceedings or any Award made therein.
19. This MOA is valid initially for five years from the date of signing but may be extended for further periods by mutual agreement in writing between the parties.



## 20. Copyright and Intellectual Property

Means all proprietary inventions, processes, product designs, know-how or any other intellectual property of a Party or any other third party which is associated with such Party in development of any products and any other materials/application in any media and information, whether registered by such Party or not and here after acquired or developed by such Party. It also includes any service mark, commercial name, trademark, or trade name, whether registered by a Party or not or hereafter acquired or developed, that is associated with the each institution.

The present course materials which are either in print, audio/video or electronic form belonging to and/or developed exclusively by the respective parties shall continue to remain the exclusive property of the respective parties

Any Intellectual Property in respect of any training materials which may be developed in future by respective organization for the use of students who are enrolled for these programmes shall be exclusively owned by the respective parties who created / developed it.

Intellectual property in the form of patents, copyrights etc. arising out of project work carried out jointly under these collaborative programmes will be decided in writing in advance before commencement of work.

Overall, both the institutions shall strive to protect the interest of other in the context of IPRs and agrees to do nothing which is void of such laws and regulation of the land wrt to IPRs

## 21. Use of Name

Either party may use other's name for the purpose of identifying above mentioned programme and shall not use, or be entitled to use, parties' name, trademarks, logos, trade name or any other intellectual property in any other way without the prior written consent or as may be authorized under a separate written consent. Upon termination by efflux of time, or prior determination thereof as provided for herein, of this MOA either party shall immediately stop using name, trademarks, trade name and logos, etc.

## 22. Termination

This MoA may be terminated by either of the parties by giving one month written notice to the other side sent through RPAD/Speed Post AD. In such an event, both parties shall complete their respective responsibilities outlined under this MOA which were agreed till such date of the notice of termination.

## 23. Matters not provided in the MOA



If any doubt arises as to the interpretation of the provisions of this MoA or as to matters not provided therein; the parties to this MoA may consult each other for each such instance and resolve those doubts in good faith and spirit. Notwithstanding anything contained herein above and decisions of the Board of Management, Academic Council or any other statutory body of the parties shall prevail over and above the clauses mentioned in the agreement.

#### 24. Force Majeure

- a) The parties to this MoA shall not be liable to each other for failure or delay in the performance of any of their obligations under this MOA for the time and to the extent such failure or delay is caused by riots, civil commotion, wars, hostilities between nations, government loss, orders regulations, embargos, action by the government(s) or any agency thereof act of God, storms, fires, accidents, strikes, sabotages, explosions; or other similar or different categories beyond the reasonable control of the respective parties to this MoA.
- b) In the event that either party is wholly or in part prevented from or hindered in carrying out or observing any of the terms or conditions of this MOA for any cause set forth herein above, such party shall give written notice to the other party by the most expeditious means as soon as possible after the occurrence of the cause relied on, giving full particulars of the reason for such prevention or hindrances, and the parties shall in good faith consult each other and take necessary measures for the resolution of the affairs so prevented or hindered.

#### 25. Severability

If any provision of this MOA becomes or is declared illegal, invalid, or unenforceable, the provisions will be divisible from this MOA and deemed to be deleted from this MOA. If the deletion substantially alters the basis of this Agreement, the parties will negotiate in good faith to amend the provisions of this MOA to give effect to the original intent of the parties.

#### 26. 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 both parties, the first party and the second party agree that any disclosure or dealings between the Parties will be subject to the terms and conditions of this MOA. Both 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).



- a) 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 MOA.
- b) The obligations undertaken hereto shall not apply to any information obtained which is or becomes published or is otherwise generally available to the public other than in consequence of any willful or negligent act and such obligations shall survive the termination of this MOA.
- c) Parties may enter into a separate NDA if desired.

## 27. Headings

The heading used in the MoA is inserted for convenience / reference only and shall not affect the interpenetration of the respective clauses and paragraphs of this MOA.

## 28. Non-Waiver

The failure or neglect by either of the Parties to enforce any of the terms of this MoA shall not be construed as a waiver of its rights preventing subsequent enforcement of such provision or recovery of damages for breach thereof.

## 29. Assignment and Transfer

Any and all rights, duties and obligations of the parties under this MoA shall not be transferred or assigned by either party to any third party without prior written consent of the other party.

## 30. Representations and Warranties

The parties hereby represent and warrant to each other:

- a) That it is duly established and existing under the laws of jurisdiction stated against its name hereinabove and has the power and authority to sign this MoA and implement the Project agreed to herein.
- b) That it has the requisite legal power and authority to enter into this MOA, perform and comply with its duties and obligations hereunder.
- c) That this MOA constitutes legal, valid and binding obligations enforceable against it in accordance with the terms hereof:
- d) That the execution, delivery and performance of this MOA have been duly authorized by all requisite actions and will not constitute a violation of (i) any statute, judgment order, decree or regulation of any court, Governmental Instrument or arbitral tribunal applicable or relating to itself, its assets or its functions or (ii) any other documents or to the best of its knowledge any indenture, contract or agreement to which it is a party or by which it may be bound.



- e) That there are no actions, suits or proceedings pending or, to the best knowledge threatened against it before any Court, Governmental Instrument or arbitral tribunal that restrain it from performing its duties and obligations under this MOA; and that no representation or warranty made herein contains any untrue statement.
- f) Parties shall respect and abide by laws of India in carrying out respective responsibilities/fulfilling obligations under this MOA. Parties shall not commit any act/omission which will be illegal/unlawful/unethical/immoral.

### **31. No partnership**

Nothing in this MoA shall be deemed to neither constitute or create an association, trust, partnership or joint venture between the Parties nor constitute either party the agent of the other party for any purpose.

### **32. Relationship between parties**

It is clearly understood by the parties that this MOA does not create any employer-employee agency relationship between the parties.

### **33. Address for Communication**

Any notice or communication with reference to this MoA, unless otherwise specified herein shall be deemed to be validly sent, if dispatched by registered post acknowledgement due to the other party at the following respective address.

#### **Contacting Person for "DIET":**

SriDadi Ratnakar  
Chairman,  
Dadi Institute of Engineering & Technology(DIET)  
National Highway 5, Anakapalle, Visakhapatnam - 531 002, A.P.  
Phone:+91 996398 1111, +91 996399 3229  
Email: [dadiratnakar@diet.edu.in](mailto:dadiratnakar@diet.edu.in)

#### **Contacting Person for NRDC**

Dr. H. Purushotham  
Chairman and Managing Director  
National Research Development Corporation  
An Enterprise of Department of Scientific & Industrial Research,  
Ministry of Science & Technology, Govt. of India  
20-22, Zamroodhpur Community Centre  
Kailash Colony Extn.  
New Delhi - 110048  
Tel: +91-11-29240401-08 Extn. 210,  
Direct: +91-11-29241212



Mob. No.91-9599229217  
Fax: +91-11-29240409, 29240410  
Email: [cmdnrdc@nrdc.in](mailto:cmdnrdc@nrdc.in)

Either party may by a similar written notice to the other party change his / her aforesaid addresses.

#### **34. Indemnity**

Either party shall save and indemnify, protect and keep saved and indemnified the other party against all claims, actions, losses, costs, damages, expenses, legal suits and other proceedings resulting from and arising out of actions, inaction or negligence of either party or their employees, agents or for violation of any provision of this MoA or any provision thereof by any party or its employees or for infringement of any patent, trademark copy right of any third party.

#### **35. Announcement**

From the date of signature, both the parties can announce the existence of this MOA. Both the parties can submit the MoA for any regulatory or Government related purposes. Parties may announce about the MoA on their websites

#### **36. Entire agreement:**

This MoA constitutes the entire Understanding between the Parties. Any and all written or oral agreements, representations or understandings of any kind that may have been made prior to the date hereof shall be deemed to have been superseded by the terms of this MoA.

37. This MOA shall become effective on and from the date it is signed

38. This MOA has been made in two Originals so that each party may have one Original.



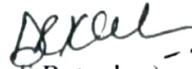
IN WITNESS WHEREOF, both the parties herein set their respective hands and seals on the day, month and year first above written in the presence of following witnesses.

For and on behalf of  
**National Research Development  
Corporation, New Delhi**



(Dr. H. Purushotham)  
Chairman & Managing Director

For and on behalf of  
**Dadi Institute of Engineering & Technology  
Andhra Pradesh**



(SriDadi Ratnakar)  
Chairman

Dr. H. Purushotham  
Chairman and Managing Director  
National Research Development Corporation  
A Enterprise of Department of Science & Technology,  
Ministry of Science & Technology, Govt. of India  
New Delhi-110002

**CHAIRMAN  
DADI INSTITUTE OF  
ENGINEERING & TECHNOLOGY  
Anakapalle, Visakhapatnam-531 002**

Witnesses:

1. Signature:

Name:

Address:

  
B. Babu  
Visakhapatnam

2. Signature: B. Manjappa

Name:

Address:

P. B. Manjappa  
NRDC - VSKP

Witnesses:

1. Signature:

Name:

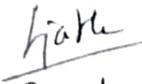
Address:

  
DR. CH. S. NAGA PRASAD  
PRINCIPAL, DIET, AKP.

2. Signature:

Name:

Address:

  
Dr. K. Sujatha  
Professor & PRC Convenor  
DIET, AKP



# Dadi Institute of Engineering & Technology

(Approved by A.I.C.T.E., New Delhi & Permanently Affiliated to J.N.T.U.K., Kakinada)

NAAC Accredited Institute and Inclusion under section 2(f) & 12 (B) of UGC Act

An ISO 9001:2008; ISO 14001:2004 & OHSAS 18001:2007 Certified Institution

NH-16, Anakapalle, Visakhapatnam - 531002, A.P.

Ph : 9963981111, 9963694444 /  diet.edu.in /  info@diet.edu.in

## MEMORANDUM OF UNDERSTANDING (MoU)

BETWEEN

**Dadi Institute of Engineering and Technology**  
And  
**ESWAR SAI CONSULTANTS**

This Memorandum of Understanding (hereinafter called as the 'MoU') is entered into on this the 10/7/2019 day in the year 2019 and between.

**Dadi Institute of Engineering and Technology, National Highway 16, Anakapalle, Visakhapatnam-531002, Andhra Pradesh**, represented by Dr. CH.NAGA PRASAD herein by its Principal of **Dadi Institute of Engineering and Technology** And **ESWAR SAI CONSULTANTS** represented herein by SRI PATNAIKUNI SHEKAR, Consulting Engineer.

WHEREAS:

A) First Party is a Higher Educational Institution named: **Dadi Institute of Engineering and Technology**,

B) First Party & Second Party believe that collaboration and co-operation between themselves will promote more effective use of each of their resources, and provide each of them with enhanced opportunities.

C) The Parties intent to cooperate and focus their efforts on cooperation within area of Skill Based Training, Education, Placement, Industrial Visit, Expert Lecture.

D) **ESWAR SAI CONSULTANTS** - the Second Party is engaged in Construction of buildings, Planning and Design of Concrete Structures, Road Constructions, Site Survey and Execution of all Civil works.

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

### CLAUSE 1

### CO-OPERATION

1.1 Both Parties are united by common interests and objectives, and they shall establish co-operation.

1.2 First Party and Second Party co-operation will facilitate effective utilization of the intellectual capabilities.

First Party to visit its group companies and also involve in Industrial Training Programs for the First Party. This will provide confidence & smooth transition for students work. Also the Second party may register on the AICTE Internship Portal for the benefit of students.

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

2.3 Placement of trained students: second party will actively engage to help the delivery of the training and placement of the students of the first party on the technology trends and in house requirements.

2.4 There is no financial commitment on the part of the **Dadi Institute of Engineering and Technology**, the first party to take up any program mention in MoU. If there is any financial consideration, it will be dealt separately.

2.5 Both Parties to obtain all internal approvals, consents, permissions, and licenses of whatsoever nature required.

### CLAUSE 3

### VALIDITY

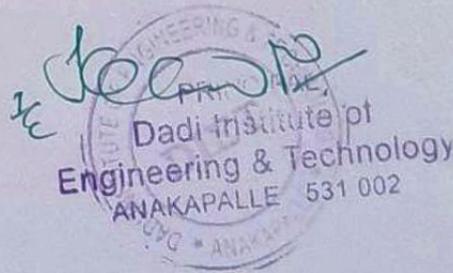
3.1 This Agreement will be valid until it is expressly terminated by either Party on mutually agreed terms, during which period, the Second Part.

### CLAUSE 4

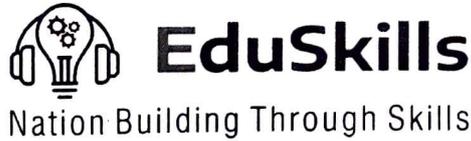
### RELATIONSHIP BETWEEN THE PARTIES

5.1 It is expressly agreed that **Dadi Institute of Engineering and Technology** and **ESWAR SAI CONSULTANTS** are acting under this MOU as independent contractors, and the relationship established under this MOU shall not be construed as a partnership.

**Dadi Institute of Engineering and Technology,**  
National Highway -16,  
Anakapalle,  
Visakhapatnam,  
Andhra Pradesh-531002.



*Suma*  
**ESWAR SAI CONSULTANTS**  
CHITRANJEEVI COMPLEX SHOP NO 7,  
WOODPETA, ANAKAPALLE  
VISA KHAPATNAM  
Civil Engineers, Architects & Valuer  
Licensed Surveyor-Regd.No. 1512/88  
Anakapalle MC, Anakapalle Zone, Visakhapatnam  
Cell : 93418 06287, 98853 20802  
E-mail : eswarasai@rediffmail.com



**MEMORANDUM OF UNDERSTANDING**

**BETWEEN**

**EduSkills Foundation ("EduSkills")**

**AND**

**Dadi Institute of Engineering & Technology**

**FOR EDUSKILLS MEMBERSHIP PROGRAM**

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

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

Now the Parties agree as follows:

**A. NON-BINDING TERMS.**

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

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

**B. BINDING TERMS**

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

**1. Confidentiality**

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

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

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

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

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

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

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

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

## 2. Scope

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

## 3. Publicity

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

## 4. Term and Termination

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

## 5. Limitation of Liability

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

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

## 6. Intellectual property rights

Each Party will retain the exclusive rights, title and ownership of all its pre-existing Intellectual Property, Confidential Information and materials (including, without limitation, proprietary ideas, sketches, diagrams,

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text, know-how, concepts, proofs of concepts, artwork, software, algorithms, methods, processes, identifier codes or other technology) owned or developed by such Party.

## 7. Governing laws and jurisdiction

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

## 8. Costs

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

## 9. Amendment

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

## 10. Severability.

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

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

Signed for and on behalf of <b>EduSkills Foundation</b>	Signed for and on behalf of <b>Dadi Institute of Engineering &amp; Technology</b>
By: <u>Shubhajit Jagadev</u> Authorized Signatory DocuSigned by: C548C96D21114D1	By: <u>Dr. Challa Narasimham</u> Authorized Signatory Principal Dadi Institute of Engineering & Technology
Shubhajit Jagadev Name	Dr. Challa Narasimham Name
Executive Director Designation	Principal Designation
3rd Dec 2020 Date	02-12-2020 Date
<b>Address for communication:</b> EduSkills Foundation #806, DLF Cyber City, Technology Corridor, Infocity, Bhubaneswar – 7510024, Odisha, India  Email: info@eduskillsfoundation.org	<b>Address for communication:</b> Dadi Institute of Engineering & Technology National Highway 5, Anakapalle, Visakhapatnam, Andhra Pradesh 531002.  Email: principal@diet.edu.in

## EXHIBIT A

### NON-BINDING TERMS

#### 1. Scope and Intent

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

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

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

#### 3. Proposed Obligations of **Dadi Institute of Engineering & Technology** :

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

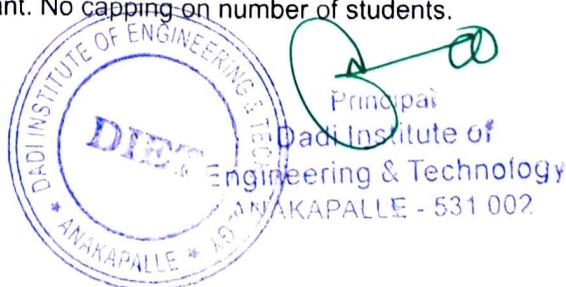
#### 4. Annual Membership Fee

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

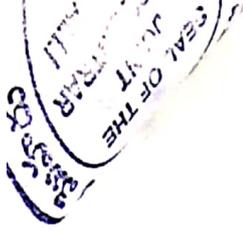
\* Can be incremented annually on a very nominal basis.

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

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WHEREAS, DADI INSTITUTE OF ENGINEERING AND TECHNOLOGY has initiated to provide competency based employability enhancement skills for Engineering courses as approved / Recognized by appropriate Government Authority & WHEREAS BSNL Training Point in Visakhapatnam Telecom District is required to perform the role and function of providing hands on skill training to **B. Tech. students in ECE, CSE, EEE, DIPLOMA and MBA all its related areas and Management courses** WHEREAS the First Party has to nominate the number of students for the various programs offered by BSNL-TP and WHEREAS the Second Party has expressed its keen interest and desire to be a key partner in the execution of this program in terms of the objectives of the scheme and policy as highlighted and specified in the said program and particularly in view of the desire and interest of BSNL to join and partner with **DADI INSTITUTE OF ENGINEERING AND TECHNOLOGY** in providing competency based skills through its training Point in Visakhapatnam.

WHEREAS both parties have held discussions and agreed for collaboration for conducting training Under this MOU and in GENERAL for Engineering Courses whereby BSNL will impart the requisite training and award credits for the training conducted on its own, to the registered students. THEREFORE, both the parties hereby agree that the Training Point at Visakhapatnam of BSNL, as approved and recognized by BSNL and DADI INSTITUTE OF ENGINEERING AND TECHNOLOGY from time to time shall be known as an act / perform the role of "Training Providers" in GENERAL for Engineering Courses initiated by DADI INSTITUTE OF ENGINEERING AND TECHNOLOGY on the following terms and conditions :

1. That BSNL agrees that Training Point in Visakhapatnam set up by BSNL and herein after to be referred as "BSNL-TP" shall act and perform the role of Training Provider to provide hands on skill training in specific sector such as Telecommunications and Management courses and all its related areas.
2. That BSNL agrees and undertake that its "BSNL-TP" conduct skill training in specific sector such as Telecommunications and Management courses and all its related areas and shall perform following functions:
  - a. Announce the schedule of skill training modules for calendar year.
  - b. Register students for the modules and upload the same on BSNL website.
  - c. Conduct the skill modular training.

  
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Asst. General Manager (EB-Sales)  
म.प्र.द.वि.का. / O/o. G.M.T.D.  
आ.त.वि.लि. / B.S.N.L.  
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फोन/Ph. No. 0891-2570977

  
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d. Conduct examination / evaluate the student, award the grade indicating completion of Training and uploading the same on the BSNL website.

e. The BSNL-TP recognized and approved by BSNL may register students as provided by the DADI INSTITUTE OF ENGINEERING AND TECHNOLOGY

3. The BSNL-TP as specified in the Memorandum of Understanding, may take flexible training timing and schedule in consultation with DADI INSTITUTE OF ENGINEERING AND TECHNOLOGY.

4. The BSNL-TP shall announce and inform through its website, the schedule of the Skill Modules it plans to offer in the academic year concerned for the information of the prospective students and it shall accept the students as provided by DADI INSTITUTE OF ENGINEERING AND TECHNOLOGY.

5. The BSNL-TP shall be entitled to the fees as mentioned below.

6. Priority should be given to BSNL to send students for Internship, Project, Certified courses in Engineering and Management streams during MOU period.

7. Interested students shall be encouraged for Internship, Project, Certified courses in Engineering and Management streams during MOU period.

8. The BSNL-TP will conduct appropriate training sessions as per the following pedagogy.

a) These various programs on different topics under this project will focus on practical hands-on training in field / practical supplemented with structured academic content that shall be provided online and may be supplemented with appropriate theory sessions to the students of DADI INSTITUTE OF ENGINEERING AND TECHNOLOGY in Technical streams.

b) Practical sessions shall be held in flex-mode that shall expose the students to various Telecom equipment in terms of their operations.

c) Academic content shall focus on the various operational procedures / facets of the Telecom equipment / technologies present in the BSNL network related to the practical sessions in an attempt to provide the student with high end equipment handling practical skills *as opposed to rote learning*.

**d) Academic Structure of Programs:**

**i. BSNL Certified Courses for Engineering Stream:**

The complete spectrum of Telecom practical skill learning shall be divided into 7 modules. The duration of the skill-part of the program in BSNL set-ups / training Points shall be incorporated into three academic semesters of conventional engineering education B. Tech. (ECE, CSE and IT) starting with 5th semester.

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General Manager (EB-Sales)  
अ.प्र.स. वि. सं. / O/o. G.M.T.D.  
अ.प्र.स. वि. सं. / B.S.N.L.  
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ii. **INTERNSHIP / Project** : The duration will be 4/6/8n weeks as per the College requirement.

iii. **Online Certificate Program (8 weeks):**

This program is offered mainly on Telecom related topics:

**Broadband Technology, Digital Switching Systems, Digital Transmission Systems, IP Networking and Cyber Security, Mobile Communications, Optical Fiber Technology & Telecom Support Infrastructure.**

iv. **Seminar:** One session

v. **Industrial visit:** Field visit at free of cost.

vi. **Guest Lectures** : Support to deliver Guest Lecture from the Field experts will be delivered to the students of DADI INSTITUTE OF ENGINEERING AND TECHNOLOGY as per the affiliated University Guidelines on the Latest Technology trends and in house requirement.

However, the new courses will be designed in accordance with the requirement / demand from DADI INSTITUTE OF ENGINEERING AND TECHNOLOGY administration and with the both parties mutual concern accordingly.

vii. **BSNL Certified Courses for Management Stream( MBA ):**

BSNL offering Intenship /Project work for the Management students with specialisation in HR/Marketting / Finance for 4 weeks/6 weeks/ 8 weeks as per the Affiliated university guidelines.

e) In brief, the training sessions shall introduce the trainee to various planning and operational aspects, e.g. subscriber creation, route creations, network optimization, network performance monitoring, fault rectification, traffic reporting, network planning and dimensioning etc. And in management perspective include personality management, marketing planning strategy etc.

f) The online content / theory sessions provided shall support material (soft copy) for the practical sessions in terms of descriptions and explanations obtained from our equipment manuals. Normally, it shall not address theoretical concepts that students learn as part of communication engineering.

g) In addition to that an over view on improvement of communication skills, soft skills and preparation of curriculum vita etc., will be imparted as an additional advantage.

h) **FORCE MAJEURE:**

If at any time, during the continuation of this Memorandum of Understanding, the performance in whole or in part, by other party, of any obligation under this is prevented or delayed, by reasons of war, or hostility, acts of public enemy, civic commotion, sabotage, act of state or direction from statutory

authority, explosion, epidemic, quarantine restriction, strikes and lock-outs, fire, floods, natural calamities or any act of God (hereinafter referred to as event), provided notice of happenings of any such events is given by the effected party to the other within 7 calendar days from the date of occurrence thereof, neither party shall, by reasons of such events be entitled to terminate the Memorandum of Understanding, nor shall other party have any such claims for damages against the other in respect of such non - performance or delay in performance. Provided service under the MOU shall be resumed as soon as practicable, after such event comes to an end or ceases to exist. The decision of BSNL as to whether service may be so resume (at the time frame within which the service may be resume) or not, shall be final and conclusive. However, the Force Majeure events noted above will not in anywhere cause extension in the period of the MOU.

**i) Dispute resolution and arbitration:**

a. In case of dispute there shall be an arbitration committee comprising of representative/s nominated by Board of Management, DADI INSTITUTE OF ENGINEERING AND TECHNOLOGY, Vizianagaram and representative/s nominated by Head of Visakhapatnam BSNL telecom district, Visakhapatnam. The decision of the arbitration committee shall be binding on both parties.

b. The Memorandum of Understanding shall be subject to exclusive jurisdiction of courts at Visakhapatnam only.

**j) Arbitration Clause:**

Except as otherwise provided elsewhere in the contract, in the event of any disputes, controversy, or differences arising out of or relating to this MOU, or the breach, termination or invalidity thereof between the parties, such party or parties shall make a request to the other party or parties to amicably settle such differences or disputes and parties shall thereupon make every effort to settle the same amicably within a period of 60 (sixty) days from the date of making of such request.

Where parties are unable to settle the disputes through conciliation, the same shall be referred to the authority in BSNL (GMTD Visakhapatnam) for referral of such disputes to a sole arbitrator (chosen from the name(s) provided by BSNL), to be mutually decided by the parties, as per the provisions of the Arbitration and Conciliation Act, 1996, any amendment thereof, and any notification issued or rules made thereunder from time to time.

The venue of the arbitration proceeding shall be Visakhapatnam.

1. **Duration of the Program:** 8 weeks after graduation and 12 weeks for students who are currently enrolled: The training may be spaced between 5<sup>th</sup>, 6<sup>th</sup>, and 7<sup>th</sup> semesters, covering all seven certificate programs, for the currently enrolled students. (35 practical sessions + 10 field visits) ; the distribution of which may be decided in consultation with the technical campus.

Fee will be decided in accordance with the mutual consent and as per the industrial requirement.

## 2. PAYMENT TERMS:

- a) For BSNL Certified courses, Internship and Project trainings, fee will be directly paid by the student to BSNL.
- b) For On-Campus training fee will be paid directly by the DADI INSTITUTE OF ENGINEERING AND TECHNOLOGY to BSNL Visakhapatnam in the form of NEFT to AO (Cash) O/o BSNL Visakhapatnam before ten days. 30% fee concession for every student. (Share to DADI INSTITUTE OF ENGINEERING AND TECHNOLOGY shall be offered as concession to every student)
- c) Amount paid / deposited cannot be refunded under any circumstances.

### d) On-Campus trainings:

DADI INSTITUTE OF ENGINEERING AND TECHNOLOGY will arrange accommodation to conduct training classes in the DADI INSTITUTE OF ENGINEERING AND TECHNOLOGY premises and practical will be conducted in the BSNL premises. Transportation charges to the BSNL Experts has to be paid by DADI INSTITUTE OF ENGINEERING AND TECHNOLOGY itself, provided the BSNL agrees to conduct classes in University premises.

## 3. Relevant Documents

A Comprehensive report (Attendance / Evaluation etc.) of the training shall be furnished by BSNL TP, Visakhapatnam to DADI INSTITUTE OF ENGINEERING AND TECHNOLOGY.

## 4. Process Methodology

- a. DADI INSTITUTE OF ENGINEERING AND TECHNOLOGY may inspect the training programs randomly by authorized persons and binding on BSNL TP, Visakhapatnam to extend all support to DADI INSTITUTE OF ENGINEERING AND TECHNOLOGY, Visakhapatnam.

सहायक महासंचालक (ई.सी.-विकी)  
Asst. General Manager (EB-Sales)  
म.प्र.रू.वि.का. / O/o. G.M.T.D.  
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- b. BSNL TP, Visakhapatnam will rectify any shortcomings observed during the visit on an immediate basis.

A summary of the all programs that shall be delivered under this Memorandum of Understanding are as per schedule II.

5. The BSNL - TP will evaluate the students for the Training Skills and award grades and such grade sheet be submitted to the DADI INSTITUTE OF ENGINEERING AND TECHNOLOGY.

6. The BSNL - TP shall maintain a record of the registered students and certificates issued and upload the same on the BSNL web portal.

7. No Confidentiality: There shall not be any confidentiality of any information disclosed to by both parties to each other, either in operationalizing this Memorandum of Understanding or for the purposes of implementing this Memorandum of Understanding. The information sought under Right to Information Act or otherwise by any student, shall be promptly made available.

8. The BSNL agrees and undertakes that the BSNL - TP as recognized and approved by DADI INSTITUTE OF ENGINEERING AND TECHNOLOGY, shall act as Training Provider in terms of the Memorandum of Understanding signed by them with the DADI INSTITUTE OF ENGINEERING AND TECHNOLOGY and the Memorandum of Understanding to be signed between the DADI INSTITUTE OF ENGINEERING AND TECHNOLOGY and the Training Provider shall provide the details regarding the schedule of operation, in order to protect the interest of students and all concerned stakeholders.

9. The BSNL shall participate, operate and execute the scheme strictly in accordance with the scheme in GENERAL for Technical & Management Courses initiated by DADI INSTITUTE OF ENGINEERING AND TECHNOLOGY and shall not indulge in any violation of the scheme.

10. Both the parties shall indemnify and keep the other party indemnified and harmless against any and all claims, actions, proceedings by third party (including all costs, expenses, damages / losses) arising out of or in connection with this MOU due to breach of any provisions of this MOU by such party or as a result of any act of negligence / omission or commission on part of such party and / or its employees, agents etc.

11. The present Memorandum of Understanding can be terminated by the DADI INSTITUTE OF ENGINEERING AND TECHNOLOGY/ BSNL by giving a notice of one month to BSNL / DADI INSTITUTE OF ENGINEERING AND TECHNOLOGY without assigning any reason in this regard and the DADI INSTITUTE OF ENGINEERING AND TECHNOLOGY/ BSNL shall have no claim against each and its officials on account

सहायक महा प्रबंधक (सी-विक्री)  
Asst. General Manager (EB-Sales)  
म.प्र.सू.वि.का. / O/o. G.M.T.D.  
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of termination of such Memorandum of Understanding. However, the responsibilities and duties of both parties in respect of the common students already registered shall not end with the termination of the Memorandum of Understanding, and these will remain valid in totality until completion of evaluation of the already registered students and reporting of their results by both parties.

**12. Effective Date:**

This Memorandum of Understanding is effective from the date signed by both the parties will be valid for a period of FIVE years until determined, suspended or terminated earlier.

**13. BSNL Visakhapatnam Training point already registered in AICTE portal with Corporate Reference ID : CORPORATE 611b7197719441629188503.**

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

**For DADI INSTITUTE  
OF ENGINEERING  
AND TECHNOLOGY**

Signed

Name

Title

Date

:   
: Dr. Chella Narasimhan  
: PRINCIPAL  
: Dadi Institute of  
Engineering & Technology  
ANAKAPALLE - 531 002

**For BSNL**

Signed

Name

Title

Date

:   
: M. SATYA PRASAD  
: सहायक महाप्रबन्धक (इ.बी.-विक्री)  
Asst. General Manager (EB-Sales)  
: म.प्र.द. वि. का. / O/o. G.M.T.D.  
: गो. व. वि. लि. / B.S.N.L.  
: विशाखपट्टणम / VISAKHAPATNAM-20  
फोन/Ph. No. 0891-2570977

**1) Witnessed by**

Signature

Name

Date

:   
: Dr. Ramakumar P.B  
: 29/09/2021

**1) Witnessed by**

Signature

Name

Date

: N. Kranti Kumar  
29/9/2021  
: (N. KRANTI KUMAR)  
: SDE (Trainings),  
BSNL, Visakhapatnam

**2) Witnessed by**

Signature

Name

Date

:   
: Dr. K. Sujatha  
: 29/9/2021

**2) Witnessed by**

Signature

Name

Date

**MEMORANDUM OF UNDERSTANDING (MoU)**

**BETWEEN**



**DADI INSTITUTE OF ENGINEERING AND TECHNOLOGY,  
Anakapalle, Visakhapatnam.**

**AND**

**Sri Shasha Prayathi Technologies PVT LTD, Surathkal, Mangalore**

This Memorandum of Understanding (hereinafter called as the 'MoU') is entered into on this the 22<sup>nd</sup> of September 2021 by and between.

**Dadi Institute of Engineering and Technology** the First Party represented herein by its Dr.Ch.Narasimham  
And **Sri Shasha Prayathi Technologies Pvt Ltd.**

The Second party, and represented herein by its Centre Head / Director / Managing Director Mr.Yeswanth Pattipati

**WHEREAS:**

**A) First Party is a Higher Educational Institution named: Dadi Institute of Engineering and Technology, Anakapalle**

**B) First Party & Second Party believe that collaboration and co-operation between themselves will promote more effective use of each of their resources, and provide each of them with enhanced opportunities.**

**C) The Parties intent to cooperate and focus their efforts on cooperation within area of Skill Based Training, Education, Placement, Industrial Visit, ExpertLecture.**

**D) Sri Shasha Prayathi Technologies Pvt Ltd, - the Second Party is engaged in**

**Radar Signal processing and related fields**

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

**CLAUSE 1**

**CO-OPERATION**

- 1.1 Both Parties are united by common interests and objectives, and they shall establish co-operation.
- 1.2 First Party and Second Party co-operation will facilitate effective utilization of the intellectual capabilities.
- 1.3 The parties shall co-operate with each other and shall as promptly as is responsibly practical, relevant agreement.

**CLAUSE 2**

**SCOPE OF THE MoU**

2.1 Industrial Training & Visits: Industry and Institution interaction will provide an insight into the latest developments / requirements of the industries; the Second Party to permit the Faculty and Students of the First Party to visit its group companies and also involve in Industrial Training Programs for the First Party. This will provide confidence & smooth transition for students work. Also, the Second party may register on the AICTE Internship Portal for the benefit of students.

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

2.3 Placement of trained students: second party will actively engage to help the delivery of the training and placement of the students of the first party on the technology trends and in-house requirements.

2.4 There is no financial commitment on the part of the **Dadi Institute of Engineering and Technology**, the first party to take up any program mention in MoU. If there is any financial consideration, it will be dealt separately.

2.5 Both Parties to obtain all internal approvals, consents, permissions, and licenses of whatsoever nature required.

**CLAUSE 3**

**VALIDITY**

3.1 This Agreement will be valid until it is expressly terminated by either Party on mutually agreed terms, during which period, the Second Part.

**CLAUSE 4**

**RELATIONSHIP BETWEEN THE PARTIES**

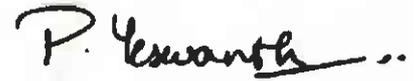
5.1 It is expressly agreed that First Party and Second Party are acting under this MOU as independent contractors, and the relationship established under this MOU shall not be construed as a partnership.



First Party

PRINCIPAL

**Dadi Institute of  
Engineering & Technology**  
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Second Party

Centre Head





**MEMORANDUM OF UNDERSTANDING  
FOR  
TECHNICAL TRAINING**

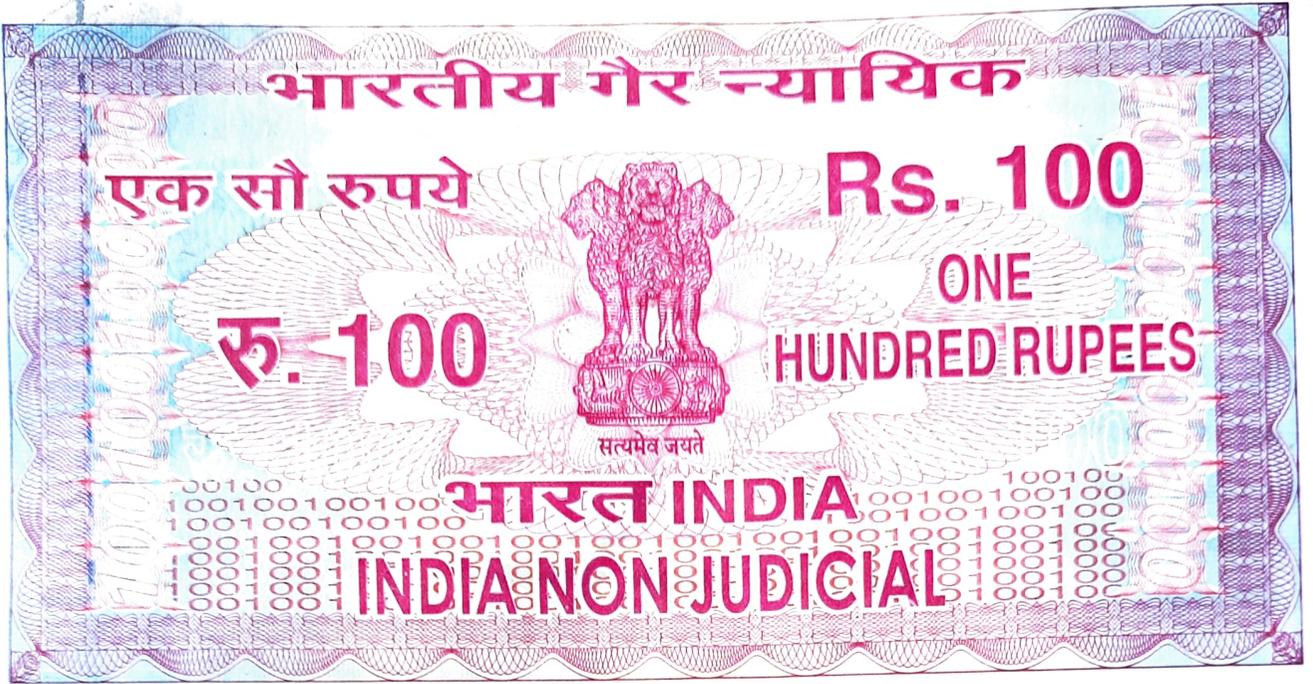
**BETWEEN**

**POWER PLANT ENGINEERING WORKS**

**AND**

**DADI INSTITUTE OF ENGINEERING AND TECHNOLOGY  
ANAKAPALLI**

**Date: 05-11-2021**



ఆంధ్రప్రదేశ్ ఆంధ్ర ప్రదేశ్ ANDHRA PRADESH

DA 412974

S No. 8076 Date 22/11/2021

Sold to Dadi Institute of Engineering and Technology  
For Memorandum of Understanding, Anakapalle

Ch. Venkata Appa Rao  
OL VENKATA APPA RAO  
Licence Stamp Vendor  
No 03-01-018/2014  
No 03-01-06/202  
13-05-1 Vidyut Nagar, Tumkur  
AND VSP (P) Cell. 9849588888

## DEPARTMENT OF ELECTRICAL AND ELECTRONICS ENGINEERING

### Memorandum of Understanding

This Memorandum of Understanding (MOU) is entered into and executed on this 5<sup>th</sup> November 2021, Visakhapatnam BY AND BETWEEN DADI INSTITUTE OF ENGINEERING AND TECHNOLOGY, represented by its Principal, having its office at National Highway 16, Anakapalle, Visakhapatnam - 531002 which expression shall, where the context so admits, be deemed to include its successors, executors and administrators of the ONE PART

AND

Power Plant Engineering Works, a company having office at PLOT NO. 83, E-BLOCK, AUTO NAGAR, VISAKHAPATNAM-530012, ANDHRA PRADESH, (INDIA) (which expression, unless it be repugnant to the context or meaning thereof, shall be deemed to mean and include their executors, administrators and assigns), party of the SECOND PART.

WHEREAS, DADI INSTITUTE OF ENGINEERING AND TECHNOLOGY has initiated to provide competency based employability enhancement skills for Engineering courses as approved / Recognized by appropriate Government Authority & WHEREAS Power Plant Engineering Works (Transformer Services) Training Point in Visakhapatnam is required to perform the role and function of providing hands on skill training to **B. Tech. students in EEE**. WHEREAS the First Party has to nominate the number of students for the various programs offered by Power Plant Engineering Works -TP and WHEREAS the Second Party has expressed its keen interest and desire to be a key partner in the execution of this program in terms of the objectives of the scheme and policy as highlighted and specified in the said program and particularly in view of the desire and interest of Power Plant Engineering Works to join and partner with **DADI INSTITUTE OF ENGINEERING AND TECHNOLOGY** in providing competency based skills through its training Point in Visakhapatnam.

WHEREAS both parties have held discussions and agreed for collaboration for conducting training Under this MOU and in GENERAL for Engineering Courses whereby Power Plant Engineering Works will impart the requisite training and award credits for the training conducted on its own, to the registered students. THEREFORE, both the parties hereby agree that the Training Point at PLOT NO. 83, E-BLOCK, AUTO NAGAR, VISAKHAPATNAM-530012, ANDHRA PRADESH, (INDIA), as approved and recognized by Power Plant Engineering Works (Transformer Services) and DADI INSTITUTE OF ENGINEERING AND TECHNOLOGY from time to time shall be known as an act / perform the role of "Training Providers" in GENERAL for Engineering Courses initiated by DADI INSTITUTE OF ENGINEERING AND TECHNOLOGY on the following terms and conditions:

1. That POWER PLANT ENGINEERING WORKS (TRANSFORMER SERVICES) agrees that Training Point in Visakhapatnam set up by POWER PLANT ENGINEERING WORKS (TRANSFORMER SERVICES) and herein after to be referred as "POWER PLANT ENGINEERING WORKS (TRANSFORMER SERVICES)-TP" shall act and perform the role of Training Provider to provide hands on skill training in specific sector such as Telecommunications and Management courses and all its related areas.
2. That POWER PLANT ENGINEERING WORKS (TRANSFORMER SERVICES) agrees and undertake that its "POWER PLANT ENGINEERING WORKS (TRANSFORMER SERVICES)-TP" conduct skill training in specific sector such as Transformers Testing & Servicing and Management courses and all its related areas and shall perform following functions:
  - a. Announce the schedule of skill training modules for calendar year.

- b. Register students for the modules and maintain a record of the same with POWER PLANT ENGINEERING WORKS (TRANSFORMER SERVICES) and Dadi Institute of Engineering and Technology
- c. Conduct the skill modular training.
- d. The POWER PLANT ENGINEERING WORKS (TRANSFORMER SERVICES)-TP recognized and approved by POWER PLANT ENGINEERING WORKS (TRANSFORMER SERVICES) may register students as provided by the DADI INSTITUTE OF ENGINEERING AND TECHNOLOGY
3. The POWER PLANT ENGINEERING WORKS (TRANSFORMER SERVICES)-TP as specified in the Memorandum of Understanding, may take flexible training timing and schedule in consultation with DADI INSTITUTE OF ENGINEERING AND TECHNOLOGY.
4. The POWER PLANT ENGINEERING WORKS (TRANSFORMER SERVICES)-TP shall announce the schedule of the Skill Modules it plans to offer in the academic year concerned for the information of the prospective students and it shall accept the students as provided by DADI INSTITUTE OF ENGINEERING AND TECHNOLOGY.
5. The POWER PLANT ENGINEERING WORKS (TRANSFORMER SERVICES)-TP shall be entitled to the fees as mentioned below in academic structure program.
6. **Priority should be given to POWER PLANT ENGINEERING WORKS (TRANSFORMER SERVICES) to send students for Internship, Project, Certified courses in Electrical Engineering during MoU period.**
7. Interested students shall be encouraged for Internship, Project, Certified courses in Engineering and Management streams during MOU period.
8. The POWER PLANT ENGINEERING WORKS (TRANSFORMER SERVICES)-TP will conduct appropriate training sessions as per the following pedagogy.
- a) These various programs on different topics under this project will focus on practical hands-on training in field / practical supplemented with structured academic content that shall be provided online and may be supplemented with appropriate theory sessions to the students of DADI INSTITUTE OF ENGINEERING AND TECHNOLOGY in Technical streams.
- b) Practical sessions shall be held in flex-mode that shall expose the students to various Telecom equipment in terms of their operations.
- c) Academic content shall focus on the various operational procedures / facets of the transformer equipment / technologies present in the POWER PLANT ENGINEERING WORKS (TRANSFORMER

SERVICES) network related to the practical sessions in an attempt to provide the student with high end equipment handling practical skills *as opposed to rote learning*.

**d) Academic Structure of Programs:**

**i. POWER PLANT ENGINEERING WORKS (TRANSFORMER SERVICES) Certified Courses for Engineering Stream:**

The complete spectrum of Telecom practical skill learning shall be divided into 2 modules. The duration of the skill-part of the program in POWER PLANT ENGINEERING WORKS (TRANSFORMER SERVICES) set-ups / training Points shall be incorporated into three academic semesters of conventional engineering education B. Tech. (EEE) starting with 5th semester.

**I FREE INTERNSHIP / Project: The duration will be 1 week as per the College requirement.**

**II. Industrial visit: Field visit at free of cost.**

However, the new courses will be designed in accordance with the requirement / demand from DADI INSTITUTE OF ENGINEERING AND TECHNOLOGY administration and with the both parties mutual concern accordingly.

e) In brief, the training sessions shall introduce the trainee to various planning and operational aspects, e.g. transformer winding, core construction, quality detection, performance monitoring, fault rectification, etc.

f) In addition to that an over view on improvement of communication skills, soft skills and preparation of curriculum vita etc., will be imparted as an additional advantage.

**g) FORCE MAJEURE:**

If at any time, during the continuation of this Memorandum of Understanding, the performance in whole or in part, by other party, of any obligation under this is prevented or delayed, by reasons of war, or hostility, acts of public enemy, civic commotion, sabotage, act of state or direction from statutory authority, explosion, epidemic, quarantine restriction, strikes and lock-outs, fire, floods, natural calamities or any act of God (hereinafter referred to as event), provided notice of happenings of any such events is given by the effected party to the other within 7 calendar days from the date of occurrence thereof, neither party shall, by reasons of such events be entitled to terminate the Memorandum of Understanding, nor shall other party have any such claims for damages against the other in respect of such non - performance or delay in performance. Provided service under the MOU shall be resumed as soon as practicable, after such event comes to an end or ceases to exist. The

decision of POWER PLANT ENGINEERING WORKS (TRANSFORMER SERVICES) as to whether service may be so resume (at the time frame within which the service may be resume) or not, shall be final and conclusive. However, the Force Majeure events noted above will not in anywhere cause extension in the period of the MOU.

**h) Dispute resolution and arbitration:**

a. In case of dispute there shall be an arbitration committee comprising of representative/s nominated by Board of Management, DADI INSTITUTE OF ENGINEERING AND TECHNOLOGY, Vizianagaram and representative/s nominated by Head of Visakhapatnam POWER PLANT ENGINEERING WORKS (TRANSFORMER SERVICES) Auto Nagar, Visakhapatnam. The decision of the arbitration committee shall be binding on both parties.

b. The Memorandum of Understanding shall be subject to exclusive jurisdiction of courts at Visakhapatnam only.

**i) Arbitration Clause:**

Except as otherwise provided elsewhere in the contract, in the event of any disputes, controversy, or differences arising out of or relating to this MOU, or the breach, termination or invalidity thereof between the parties, such party or parties shall make a request to the other party or parties to amicably settle such differences or disputes and parties shall thereupon make every effort to settle the same amicably within a period of 60 (sixty) days from the date of making of such request.

Where parties are unable to settle the disputes through conciliation, the same shall be referred to the authority in POWER PLANT ENGINEERING WORKS (TRANSFORMER SERVICES) (Visakhapatnam) for referral of such disputes to a sole arbitrator (chosen from the name(s) provided by POWER PLANT ENGINEERING WORKS (TRANSFORMER SERVICES)), to be mutually decided by the parties, as per the provisions of the Arbitration and Conciliation Act, 1996, any amendment thereof, and any notification issued or rules made there under from time to time.

The venue of the arbitration proceeding shall be Visakhapatnam.

**1. Duration of the Program:** 1 week during graduation and 2 weeks after semester exams: The training may be spaced between 5<sup>th</sup>, 6<sup>th</sup>, and 7<sup>th</sup> semesters, covering all certificate programs, for the enrolled students. The distribution of time slots may be decided in consultation with the technical campus.

Fee will be decided in accordance with the mutual consent and as per the industrial requirement.

## 2. PAYMENT TERMS:

- a) For POWER PLANT ENGINEERING WORKS (TRANSFORMER SERVICES) Certified courses, Internship and Project trainings, fee [If any] will be directly paid by the student to POWER PLANT ENGINEERING WORKS (TRANSFORMER SERVICES).
- b) For On-Campus training fee will be paid directly by the DADI INSTITUTE OF ENGINEERING AND TECHNOLOGY to POWER PLANT ENGINEERING WORKS (TRANSFORMER SERVICES) Visakhapatnam in the form of NEFT to AO (Cash) O/o POWER PLANT ENGINEERING WORKS (TRANSFORMER SERVICES) Visakhapatnam before ten days. **30% fee concession for every student. (Share to DADI INSTITUTE OF ENGINEERING AND TECHNOLOGY shall be offered as concession to every student)**
- c) Amount paid / deposited cannot be refunded under any circumstances.

### d) On-Campus trainings:

**DADI INSTITUTE OF ENGINEERING AND TECHNOLOGY** will arrange accommodation to conduct training classes in the DADI INSTITUTE OF ENGINEERING AND TECHNOLOGY premises and practical will be conducted in the POWER PLANT ENGINEERING WORKS (TRANSFORMER SERVICES) premises. Transportation charges to the POWER PLANT ENGINEERING WORKS (TRANSFORMER SERVICES) Experts has to be paid by **DADI INSTITUTE OF ENGINEERING AND TECHNOLOGY** itself, provided the POWER PLANT ENGINEERING WORKS (TRANSFORMER SERVICES) agrees to conduct classes in college premises.

## 3. Relevant Documents

A Comprehensive report (Attendance / Evaluation etc.) of the training shall be furnished by POWER PLANT ENGINEERING WORKS (TRANSFORMER SERVICES) TP, Visakhapatnam to **DADI INSTITUTE OF ENGINEERING AND TECHNOLOGY**.

## 4. Process Methodology

- a. **DADI INSTITUTE OF ENGINEERING AND TECHNOLOGY** may inspect the training programs randomly by authorized persons and binding on POWER PLANT ENGINEERING WORKS (TRANSFORMER SERVICES) TP, Visakhapatnam to extend all support to DADI INSTITUTE OF ENGINEERING AND TECHNOLOGY, Visakhapatnam.
- b. POWER PLANT ENGINEERING WORKS (TRANSFORMER SERVICES) TP, Visakhapatnam will rectify any shortcomings observed during the visit on an immediate basis.

A summary of the all programs that shall be delivered under this Memorandum of Understanding are as per schedule II.

5. The POWER PLANT ENGINEERING WORKS (TRANSFORMER SERVICES) - TP will evaluate the students for the Training Skills and award grades and such grade sheet be submitted to the DADI INSTITUTE OF ENGINEERING AND TECHNOLOGY.

6. No Confidentiality: There shall not be any confidentiality of any information disclosed to by both parties to each other, either in operationalizing this Memorandum of Understanding or for the purposes of implementing this Memorandum of Understanding. The information sought under Right to Information Act or otherwise by any student, shall be promptly made available.

7. The POWER PLANT ENGINEERING WORKS (TRANSFORMER SERVICES) agrees and undertakes that the POWER PLANT ENGINEERING WORKS (TRANSFORMER SERVICES) - TP as recognized and approved by DADI INSTITUTE OF ENGINEERING AND TECHNOLOGY, shall act as Training Provider in terms of the Memorandum of Understanding signed by them with the DADI INSTITUTE OF ENGINEERING AND TECHNOLOGY and the Memorandum of Understanding to be signed between the DADI INSTITUTE OF ENGINEERING AND TECHNOLOGY and the Training Provider shall provide the details regarding the schedule of operation, in order to protect the interest of students and all concerned stakeholders.

8. The POWER PLANT ENGINEERING WORKS (TRANSFORMER SERVICES) shall participate, operate and execute the scheme strictly in accordance with the scheme in GENERAL for Technical & Management Courses initiated by DADI INSTITUTE OF ENGINEERING AND TECHNOLOGY and shall not indulge in any violation of the scheme.

9. Both the parties shall indemnify and keep the other party indemnified and harmless against any and all claims, actions, proceedings by third party (including all costs, expenses, damages / losses) arising out of or in connection with this MOU due to breach of any provisions of this MOU by such party or as a result of any act of negligence / omission or commission on part of such party and / or its employees, agents etc.

10. The present Memorandum of Understanding can be terminated by the DADI INSTITUTE OF ENGINEERING AND TECHNOLOGY/ POWER PLANT ENGINEERING WORKS (TRANSFORMER SERVICES) by giving a notice of one month to POWER PLANT ENGINEERING WORKS (TRANSFORMER SERVICES) / DADI INSTITUTE OF ENGINEERING AND TECHNOLOGY without assigning any reason in this regard and the DADI INSTITUTE OF ENGINEERING AND TECHNOLOGY/ POWER PLANT ENGINEERING WORKS

(TRANSFORMER SERVICES) shall have no claim against each and its officials on account of termination of such Memorandum of Understanding. However, the responsibilities and duties of both parties in respect of the common students already registered shall not end with the termination of the Memorandum of Understanding, and these will remain valid in totality until completion of evaluation of the already registered students and reporting of their results by both parties.

**11. Effective Date:**

This Memorandum of Understanding is effective from the date signed by both the parties will be valid for a period of **FIVE** years until determined, suspended or terminated earlier.

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

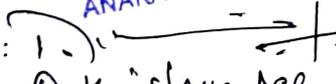
**For DADI  
INSTITUTE OF  
ENGINEERING  
AND  
TECHNOLOGY**

**For POWER PLANT  
ENGINEERING WORKS  
(TRANSFORMER SERVICES)**

Signed :   
Name : Dr. Challa, Navasudhan  
Title : Principal  
Date : 05/11/2021

Signed :   
Name : A. RAMESH  
Title : mg. partner  
Date : 5/11/2021

**1) Witnessed by**

Signature :   
Name : A. Krishna Nag  
Date : 5/11/2021

**1) Witnessed by**

Signature :   
Name : S. A. Reddy  
Date : 5/11/2021

**2) Witnessed by**

Signature :   
Name : CH. RAVI KUMAR  
Date : 5/11/2021

**2) Witnessed by**

Signature :   
Name : B. LOKESH BABU  
Date : 5/11/2021

Principal  
Dadi Institute of  
Engineering & Technology  
ANAKAPALLE - 531 002  
Head of the Department  
Electrical & Electronics Engg.  
Dadi Institute of Engg. & Tech.  
Anakapalle - 531 002

**MEMORANDUM OF UNDERSTANDING  
ELECTROPRO  
AND  
DADI INSTITUTE OF ENGINEERING & TECHNOLOGY**

ElectroPro is MSME registered and ISO 9001: 2015, ISO 14001:2015 Technology Company. It is an electronic product development & manufacturing company founded in 2016. We offer services like Robotics, Embedded systems; Internet of Things, Artificial Intelligence, Machine Learning, Home and Industrial Automation.

Having its Registered office at #28-10-33, JAGADAMBA COMMERCIAL COMPLEX, JAGADAMBA, Visakhapatnam represented by its undersigned of the one part,

And **DADI INSTITUTE OF ENGINEERING & TECHNOLOGY** an educational institution having its Campus at Anakapalli, Visakhapatnam District, represented by its **Principal, Dr. J.Babu.**

Whereas **ELECTROPRO** and **DADI INSTITUTE OF ENGINEERING & TECHNOLOGY**, shall be here in after jointly referred to as the "Parties" and singularly as a "Party".

The Parties has decided to agree to establish industry – academic Collaboration in areas of mutual interest and in accordance with terms and conditions set forth in this Memorandum of Understanding (MOU), **ELECTROPRO** and agree on the following Activities:

1. **DIET** has agreed to allow **ELECTROPRO** to be in the chair of **TECHNOLOGY CENTRE (PRO LAB)** organized in the college Premises.
2. **DIET** Allowed **ELECTROPRO** to use Their **Space (approximately 200sft) and Human Resource (STUDENTS)** who selected for free training

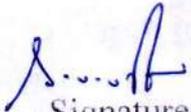
module by providing **Training and INTERNSHIPS** to use them in their product designing and research activities for a period of 8 months to one year as per the delivery of schedule

3. **ELECTROPRO** Has Agreed to setup Their Equipment in the Space Provided by **DIET** as a **TECHNOLOGY CENTRE(PRO LAB)** to deliver Training Module for 25 selected students upon taking e-waste from Campus.
4. **ELECTROPRO** will support students of DIET in designing and development of Projects and Products on selected modules for a free of cost.
5. **ELECTROPRO** will help College management by organizing Seminars, Workshops, and Exhibitions which is free of cost by related to their industry.
6. **ELECTROPRO** allowed to Design and Development of products in the College Premises.
7. **ELECTROPRO** officials will come and select the students as per the company Recruitment policies and offer letters will be issued after successful completion of training on the performance based on Internships and taking account into student academic record by the time successful completion of Training and placement confirmation will be given after selection procedure.
8. After Final assessment of trained **INTERN CANDIDATES** from Technology Centre, will be placed in Electropro Work Locations to start the work as per their selected positions those are **RESEARCH ENGINEERS, MASTER TRAINERS and TRAINERS.**
9. **DIET** has to provide time schedule to deliver the training module in the campus for the selected students at Electropro Technology Centre.
10. Selected Intern students from campus will be taking Commitment of one year to work at Electropro Location after successful completion of **FREE Training Module.**
11. **MOU** will be applicable for a period of Five Years from the date of Signed **MOU** by both the Parties and will be Renewal as per mutual terms.

12. ELECTROPRO will be working towards the benefit of students by teaching them Industry technologies Free of Cost to make them industry ready and use their services by providing industry acceptable Internship and selected will be working on Robotics/AI/IOT Technologies which will empower their Techno Professional Career.

13. Looking forward to great collaboration with DIET to fulfill the common mission by making Student Engineers into Industry Ready Engineers.

Agreed by:

Executed For ELECTROPRO by:	Executed For COLLEGE, by:
Name: Mr.Venkatesh Sappagaddi	Name: Dr. J.Babu
Designation: Founder & CEO	Designation: PRINCIPAL
 12/08/2020 Signature and Date	 12/08/20. Signature and Date



# Dadi Institute of Engineering & Technology

(Approved by A.I.C.T.E., New Delhi & Permanently Affiliated to J.N.T.U.K., Kakinada)

NAAC Accredited Institute and Inclusion under section 2(f) & 12 (B) of UGC Act

An ISO 9001:2008; ISO 14001:2004 & OHSAS 18001:2007 Certified Institution

NH-16, Anakapalle, Visakhapatnam - 531002, A.P.

Ph : 9963993229 /  diet.edu.in /  principal@diet.edu.in

## Dr. Challa Narasimham

Grad. Engr (CSE), M.Tech. (CSE), M.Tech. (I.T), Ph.D., D.Sc.

Principal

### MEMORANDUM OF UNDERSTANDING (MoU)

BETWEEN

**Dadi Institute of Engineering and Technology**  
And  
**PHALANX LABS Pvt Ltd. Consultancy**

This Memorandum of Understanding (hereinafter called as the 'MoU') is entered into on this the 5/1/2022 day in the year 2022 and between.

**Dadi Institute of Engineering and Technology, National Highway 16, Anakapalle, Visakhapatnam-531002, Andhra Pradesh**, represented Dr. CHALLA.NARASIMHAM herein by its Principal of **Dadi Institute of Engineering and Technology** And **Phalanx Labs Pvt Ltd**, represented herein by Sri M.PRANEETH, Consulting civil Engineer.

WHEREAS:

- A) First Party is a Higher Educational Institution named: **Dadi Institute of Engineering and Technology**,
- B) First Party & Second Party believe that collaboration and co-operation between themselves will promote more effective use of each of their resources, and provide each of them with enhanced opportunities.
- C) The Parties intent to cooperate and focus their efforts on cooperation within area of Skill Based Training, Education, Placement, Industrial Visit, Expert Lecture.
- D) **PHALANX LABS Pvt Ltd.**, - the Second Party is engaged in construction of Buildings,

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

#### CLAUSE 1

#### CO-OPERATION

- 1.1 Both Parties are united by common interests and objectives, and they shall establish co-operation.
- 1.2 First Party and Second Party co-operation will facilitate effective utilization of the intellectual capabilities.
- 1.3 The parties shall co-operate with each other and shall as promptly as is responsibly practical, relevant agreement.

## CLAUSE 2

### SCOPE OF THE MoU

2.1 Industrial Training & Visits: Industry and Institution interaction will provide an insight into the latest developments / requirements of the industries; the Second Party to permit the Faculty and Students of the First Party to visit its group companies and also involve in Industrial Training Programs for the First Party. This will provide confidence & smooth transition for students work. Also the Second party may register on the AICTE Internship Portal for the benefit of students.

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

2.3 Placement of trained students: second party will actively engage to help the delivery of the training and placement of the students of the first party on the technology trends and in house requirements.

2.4 There is no financial commitment on the part of the **Dadi Institute of Engineering and Technology**, the first party to take up any program mention in MoU. If there is any financial consideration, it will be dealt separately.

2.5 Both Parties to obtain all internal approvals, consents, permissions, and licenses of whatsoever nature required.

## CLAUSE 3 VALIDITY

3.1 This Agreement will be valid until it is expressly terminated by either Party on mutually agreed terms, during which period, the Second Part.

## CLAUSE 4

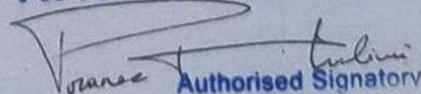
### RELATIONSHIP BETWEEN THE PARTIES

5.1 It is expressly agreed that **Dadi Institute of Engineering and Technology** and **PHALANX LABS Pvt Ltd**, are acting under this MOU as independent contractors, and the relationship established under this MOU shall not be construed as a partnership.

**DADI INSTITUTE OF ENGINEERING AND TECHNOLOGY,  
NATIONAL HIGHWAY -16,  
ANAKAPALLE,  
VISA KHAPATNAM,  
ANDHRA PRADESH-531002.**

**PHALANX LABS Pvt Ltd.  
403,A BLOCK,FORTUNE HEIGHTS  
SHIVAJI NAGAR,AGANAMPUDI  
GAJUWAKA  
VISA KHAPATNAM-530026.**

**For PHALANX Labs Pvt. Ltd.**

  
Authorized Signatory



## MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (“**MOU**”) is entered into this 17th day of March, 2022 (“**Effective Date**”)

### BY & BETWEEN

**Information Data Systems, Inc**, USA registered office at 4000 Livernois Road, Troy, MI 48098 or its Indian subsidiary having its registered office at Trendz Utility, Plot No.25, Survey No.37- 41, 3rd Floor, Gafoor Nagar, Vittal Rao Nagar, Madhapur, Hyderabad - 500081 (hereafter referred as “**IDS**”), which expression shall, unless repugnant to the context, be deemed to include its authorized representatives, permitted assigns and successors-in-interest

### AND

**Dadi Institute of Engineering & Technology**, NH-16, Anakapalle, Visakhapatnam-531002, India. (Hereafter referred as “**User**”) which expression shall, unless repugnant to the context, be deemed to include its authorized representatives, permitted assigns and successors-in-interest.

IDS and the User shall hereafter be collectively referred as ‘**Parties**’, and individually as ‘**Party**’.

### WHEREAS:

1. IDS is engaged in the business of Digital transformation of various businesses, by providing IT products & services, including but not limited to emerging technologies like AI, Blockchain, Cloud and Internet of Things, thereby enabling governments and enterprises across the world in their Digital Transformation through Industry 4.0 technologies.
2. IDS desires to provide User’s access to the Bharat Blockchain Network (“**BBN/ Network**”), a Permissioned Blockchain Network powered by IDS and supported by the All-India Council for Technical Education (“**AICTE**”). The BBN seeks to establish a scalable, secured and service-based Blockchain Network, which can be leveraged by Government, Academia and Industries for research and development of decentralized applications for the benefit of Bharat Blockchain Ecosystem. The Network seeks to provide infrastructure services for testing deployment of proof-of-concept, pilots and production grade deployments or testing applications as accepted by the consortium governance body (“**Services**”).
3. IDS therefore, desires to provide the User with access to the BBN by means of deployment of validator node(s) in order to enable Users to avail the services provided under the BBN Network, on the terms and conditions agreed hereunder.



**NOW THEREFORE BE IT RESOLVED**, in consideration of mutual covenants, promises, warranties and other good and valuable consideration set forth herein, the Parties, with intent to be legally bound, hereby agree as follows:

**1. DEFINITIONS:**

- 1.1. **“MOU”** shall have the meaning as this MOU and includes recitals set out herein above, and all statements, schedules, Annexures and/or exhibits, if any, that may be annexed hereto from time to time.
- 1.2. **“Confidential Information”** for the purpose of this MOU shall mean any and all materials and information concerning the disclosing Party, including without limitation its directors, officers, employees, affiliates, subsidiaries and/or group companies, vendors, users and Users or any third party with which the disclosing Party’s associates (collectively, “Affiliates”), disclosed by the disclosing Party to the receiving Party whereby the information is revealed by any method, oral or written whether or not, whether such information is expressly marked or designated as confidential information or not and the information, including without limitation any information with regard to the concerned clinical trials, Products, terms of this MOU, Intellectual Property, trade secrets, computer programs, software (including source code, object code and machine code) relating to the foregoing, technical drawings, algorithms, know-how, operating procedures, processes, designs, reports, specifications, ideas, trade secrets, inventions, schematics, pricing information, and other technical, business, financial, user and product development plans, financial condition and projections; business, marketing or strategic plans; User/ User lists; User/ User data and related information, product prototypes and designs, strategies or any other non-public information disclosed by or related to the disclosing Party, or where such information is reasonably understood to be confidential or proprietary based on the circumstances of disclosure or the nature of the information itself;
- 1.3. **“Force Majeure”** refers to any event or occurrence which results in either or both Parties are unable to perform their obligations under this MOU, without the fault, delay or negligence in performance of the Parties. Events that may termed as force majeure events are including but not limited to fire, flood, strike, civil, governmental or military authority, act of God, acts of the public enemy or governmental authority in its sovereign or contractual capacity (including but not limited to declaration of lockdown), war, terrorism, epidemics, pandemics, civil unrest or riots, and/or power outage or grid failure or other similar causes beyond its control and without the fault or negligence of the delayed or non performing party or its affiliates/subcontractors.
- 1.4. **“Intellectual Property”** means any and all intellectual property worldwide arising under statutory law, common law or by contract and whether or not perfected, including without limitation, all: (i) patents, patent applications and patent rights; (ii) rights associated with works of authorship including copyrights whether registered or unregistered, copyright applications, copyright registrations, (iii) trademarks and service mark and trade names (iv) registered designs, design applications, design rights (v) rights of publicity, priority, moral rights, trade secrets, know-how, inventions and any other form of intellectual property rights (vi) any



other rights protected rights or assets and any licenses and permissions in connection therewith, trademarks, trade names, logos, service marks, designs and other designations of source, recognized in any country or jurisdiction of the world, whether or not registered or able to be registered and for the full period thereof (vii) any rights analogous to those set forth in this clause and any other proprietary rights relating to intellectual property; and (viii) any renewals, reissues and extension of the foregoing now existing, hereafter filed, used or acquired, and whether registered or unregistered.

- 2. SCOPE:** The main scope of the Agreement is to cover the relationship and set out the cooperation terms between the Parties and the User's registration on the BBN Network in the manner provided in Annexure I, upon which the User can avail the services provided on the BBN Network.

**3. REPRESENTATIONS AND WARRANTIES:**

Each party represents, undertakes and warrants that:

- 3.1. That the parties have the right, power and authority to enter into, execute and fully perform its obligations pursuant to this MOU.
- 3.2. This MOU is legally binding upon it, enforceable in accordance with its terms, and does not conflict with any agreement, instrument or understanding, oral or written, to which it is a party or by which it may be bound, nor violate any material law or regulation of any court, governmental body or administrative or other agency having jurisdiction over it.
- 3.3. To the fullest extent permitted by applicable law, IDS, for itself and its affiliates, hereby disclaims any and all warranties with respect to any and all content, features and functions made available on or through the BBN, including without limitation any and all warranties of merchantability, fitness for a particular purpose, title, accuracy of data and noninfringement. The BBN is provided on an "as is" and "as available" basis. IDS is not responsible for and makes no representations or warranties with respect to, delivery, integrity or visibility to third parties of any messages or other information sent through the BBN to anyone. IDS and its affiliates are not responsible for and do not warrant, guarantee, recommend, or endorse, as applicable (i) the accuracy, quality or effectiveness of any content, including any submission by any User, (ii) any translation of original content, (iii) the success of any project or collaboration with another User or other third party that may result from a submission or from interactions with other users or third parties, or (iv) that the BBN or the services will function without interruption or errors in functioning. In particular, the operation of the BBN and the services may be interrupted due to maintenance, updates, or system or network failures. IDS, disclaims any and all liability for damages caused by any such interruption or errors in functioning.
- 3.4. The User acknowledges that it assumes any and all liability for any content that is provided using its User Identification credentials. The User is solely responsible for the activity that occurs through your User Identification details, including the transactions it accepts and/or rejects, and that it must keep its User Identification details/credentials secure.



- 3.5. The User agrees that if it is registering to use the Network on behalf of an organization or other legal entity, then by doing so it represents that it has the authority to bind the legal entity, and that the legal entity is duly organized, validly existing and in good standing. The User also agrees that the legal entity will be bound by the terms and conditions laid down in this Agreement, and responsible for any breach thereof, and failure to accept and adhere to the said terms and conditions will bar the User from availing the services provided on the Network.
- 3.6. The User agrees to assume responsibility for all its activity on the BBN and shall abide by all applicable local, state and national laws and regulations in connection with its use of the Services, including those related to data privacy, international communications and the transmission of technical, financial or personal data.
- 3.7. The User agrees that in the event of any unauthorized use of its User Identification credentials on the Network, to notify IDS immediately of such unauthorized use, its validator node, any password, or any of your registration information, and/or any other known or suspected breach of security; and report the same to IDS. The User shall use reasonable efforts to stop immediately any copying or distribution of Content that is known or suspected by the User to infringe the intellectual property rights of any other third party or is otherwise illegal, inappropriate and/or in violation of any provision of this MOU.
- 3.8. The User agrees that it will not duplicate, license, sublicense, publish, broadcast, transmit, distribute, perform, display, sell, rebrand or otherwise transfer information or Content found on BBN (excluding submissions from User) except as expressly permitted by this MOU, falsify or delete any author attributions, legal or other notices or proprietary designations or labels of the origin or source of software, Content or other material contained in a file that is uploaded; damage, disable, restrict or inhibit any other User from using and enjoying the Services; violate any code of conduct or other guidelines which may be applicable for any particular Service, including IDS guidelines in respect of prohibited practices; violate any applicable laws or regulations.
- 3.9. The User represents and warrants to IDS that it will not use the Network for any purpose that is unlawful or prohibited under any applicable law or by this MOU. The User also acknowledges that the Network and the Services are provided for professional use only and in registering as a User, it acknowledges that the Services and any Content may not be used for personal, family, or household purposes.

#### **4. RIGHTS OF IDS:**

- 4.1. BBN and the Services are provided by IDS for free and solely as an accommodation. IDS, reserves the right to discontinue the Network and the Services provided thereunder, in whole or in part, to accept or deny any Registration, and to terminate any Registration and its associated User Identification, at any time in its sole discretion for any reason or no reason.



- 4.2. IDS retains the right to, monitor, review, evaluate, edit, filter or validate any Content, to verify the identity of the persons/entities who register on the BBN or to monitor the use of the Services, and IDS reserves the right to deny, restrict, suspend or terminate your access to all or any part of the BBN or the Services at any time, if IDS suspects that these terms of reference might have been violated, with or without prior notice or explanation, and without liability.

## **5. RIGHTS OF THE USER:**

- 5.1. The User shall, subject to completion of the registration on the BBN in the manner laid in Annexure I, and upon deployment of the validator node by IDS, shall have the right to access the BBN Network and the services provided on the Network.
- 5.2. Upon acceptance of the User's registration by IDS, the User will be assigned a User Identification code, whereupon the User will have access to various Content and system resources associated with the User Identification, as determined by IDS at its sole discretion, which may include designated directories, designated contact person, web pages, e-mail or other capabilities, information storage, and/or types of transactional data to be sent to the network, and which may be changed, terminated, increased or decreased by IDS, at its sole discretion, from time to time.

## **6. ROLES & RESPONSIBILITIES OF THE USER:**

- 6.1 The User shall be responsible for monitoring any activity of its validator node, whether or not such activity has taken place at the behest of the User, or has been authorized by the User.
- 6.2 It shall be the User's responsibility to store, maintain or provide you a copy of any Content or Submission that User or its authorized personnel/persons provide when using the Services on the Network, whether during the term of its registration or upon or after its termination of the same.
- 6.3 The User is solely responsible for making backup copies of the transactional data and any electronic communications sent or received by you using the Services.
- 6.4 The User's Validator nodes are required to participate in the consensus protocol of BBN and must not veto or blacklist any transaction or transactional data sent by any other node except if it is believed that the transaction or transactional data might be violating the Terms and Conditions for BBN Networks for Writer Nodes or the Terms and Conditions for BBN Networks for Validator Nodes. If the User decides to reject a transaction, it must immediately communicate it to the IDS via email through one of the contact persons designated within the User's organization. Further, the validator nodes are not permitted to generate any transactional data to be sent to the BBN Test Network.
- 6.5 The User shall furnish to IDS, the complete data or information about the administration, operation and performance of its node in connection to the BBN. It shall also provide to IDS the information about the entities and point of contacts directly responsible for its node. Further, it shall provide to IDS all information about the activity of its node, including performance and the transactions from third parties accepted or rejected.



- 6.6 The User shall provide IDS with feedback about BBN consisting of, without limitation, the User's suggestions, comments or any other feedback, whether it is required or provided voluntarily. If the User provides IDS with any Feedback, as part of the testing and evaluation of BBN, the User thereby agrees that:
- 6.6.1 IDS may freely use, disclose, reproduce, license, distribute and otherwise commercialize the Feedback in any product, specification or other documentation; and
  - 6.6.2 The User will not give IDS any Feedback (i) that the User has reason to believe is subject to any patent, copyright, or other intellectual property claim or right of any third party; or (ii) that is subject to license terms that seek to require any IDS product incorporating or derived from any Feedback, or other IDS intellectual property, to be licensed to or otherwise shared with any third party;
  - 6.6.3 No compensation will be paid to the User or any third party with respect to the provision of feedback.
- 6.7 IDS, reserves its rights to unilaterally deny or revoke access to the BBN, if the User is found to be engaging in any fraudulent, illegal and/or unethical activities, an exemplary and non-exhaustive list of which is laid down in Annexure II. Should the User intend to make any changes related to the contact persons, the third parties using the validator node or any other matter that affects these Terms and Conditions, it must be communicated to and approved by the IDS.
- 6.8 As service continuity of validator nodes is essential for the stability of the Network, if the User plans to disconnect its validator node, the User shall notify IDS at least five (5) labor days prior, via email from one of the contact persons designated by the User, to [info@idssoft.com](mailto:info@idssoft.com)
- 6.9 The User shall be entirely responsible for the operation of its validator node and the use of BBN infrastructure. Under no circumstance will the User transfer or delegate its responsibilities hereunder to any third person/third party. If the User desires to allow any third party to use its validator node, the User(i) must notify IDS in writing, (ii) must obtain authorization from IDS in writing, and (iii) will take full responsibility for any use of its validator node by the third party.
- 6.10 The User, as an operator of a validator node, is not responsible for any data or transactions sent to the BBN by any other node even if that information might violate the Terms and Conditions for BBNs for Writer Nodes, or the Terms and Conditions for BBNs for Validator Nodes unless the User has in any way contributed, or is involved or related, directly or indirectly, to those transactions or the node that generated the same.

## 7. INTELLECTUAL PROPERTY RIGHTS

- 7.1. All the Intellectual Property pertaining to the BBN Network, as well as the services provided on the Network, including but not limited to trademarks, copyrights and designs, shall at all times vest with IDS, and no interest or title thereof shall vest with the User.
- 7.2. The Parties agree that any and all Intellectual Property developed by the User while using the services provided on the Network shall at all times vest with IDS.



## 8. TERMINATION:

- 8.1. IDS shall be entitled to terminate this MOU at any time and for any reason or no reason by giving advance notice to the User, of one month, in writing.
- 8.2. Either Party shall be entitled to terminate this MOU by way of written notice if the other Party commits a material breach of any provisions of this MOU. Provided that, if such breach is capable of remedy, the same shall be construed as a material breach only if it has not been remedied within 30 (Thirty) days of service of the written notice from either Party to the other Party specifying the breach and requesting that such breach be remedied.
- 8.3. This MOU shall immediately terminate, without notice, upon the liquidation, dissolution or discontinuance of the business of either Party in any manner, the filing of any petition by or against either Party under bankruptcy or insolvency laws, if any Party is convicted of any crime or offense, fails or refuses to comply with the written policies or reasonable directives of the other Party, or is guilty of serious misconduct in connection with its performance under this MOU
- 8.4. Upon termination or expiry of this MOU,
  - a. Each Party shall return or destroy, at the sole discretion of the other Party, all Confidential Information of the Disclosing Party that is in the possession of the Receiving Party; and
  - b. the User shall cease to avail the services provided on the BBN Network.
- 8.5. Termination of this MOU shall not affect any accrued rights or liabilities of either Party nor shall it affect the coming into force or the continuance in force of any provision of this MOU which is expressly or by implication intended to come into or continue in force on or after such termination including, without limitation, the Clauses pertaining to Definitions, Representation and Warranties, Confidentiality, Governing Law, Jurisdiction and Dispute Resolution, Notices and the Miscellaneous provisions of this MOU.

## 9. INDEMNITY: Notwithstanding anything to the contrary contained herein, the User shall indemnify, defend and hold harmless IDS, its agents, affiliates, representatives from and against each and every cause of action, all claims, demands, actions, suits, proceedings (including losses, damages, tax, costs, charges and expenses) including reasonable legal/attorney fee or liability whatsoever that may be brought or made against either party by any third party as a result of:

- 9.1. loss or damage to the intellectual property, personal injury to a third party and /or any third-party claim against or damage to the other party resulting from or in connection with any breach hereof, non-compliance herewith.
- 9.2. any act or omission, non-performance, willful misconduct, negligence or non-observance by either party or its employees/personnel of any provision of this MOU and/or arising from either party's failure to comply with any law, regulation, enactment.
- 9.3. breach of the representations and warranties contained in this MOU;
- 9.4. negligence or other tortious conduct by a party or its authorized agents or representations or statements not specifically authorized by a Party herein or otherwise in writing.



## 10. CONFIDENTIALITY:

- 10.1. The BBN, any information relating to the testing progress and results, the Feedback, any product-related information and any other proprietary technology or know-how provided to you in whatever form by IDS in connection with testing and evaluation of BBN shall be considered as Confidential Information. Under no circumstances may any information about the testing progress and/or results be provided to persons that are not involved in the testing process, or to any other third party. Any publication of testing results, reviews or evaluations is only permitted with the prior written consent of IDS.
- 10.2. The User shall keep, and ensure that any persons, firms, companies or organizations associated with the User, keep all Confidential Information confidential and not disclose the same to any person unless permitted under this clause.
- 10.3. This confidentiality obligation does not apply to the disclosure of Confidential Information which: (a) is or comes into public domain, except through breach of the confidentiality obligation under this clause; (b) comes lawfully into the User's possession from a third party who is not bound by a confidentiality obligation relating to such Confidential Information; (c) is required to be disclosed by any court of competent jurisdiction or any competent judicial, governmental, supervisory or regulatory body, or any law, provided that the User will promptly notify IDS in writing; or (d) is disclosed by the User with the prior written consent of IDS.

**11. DATA PRIVACY:** The User acknowledges, consents and agrees that IDS may access, preserve, and disclose the User's registration details and any other information provided by the User, if required to do so by law or in a good faith belief that such access, preservation or disclosure is reasonably necessary in our opinion to:

- 11.1. comply with legal process, including, but not limited to, civil and other compulsory disclosures;
- 11.2. enforce this MOU;
- 11.3. respond to claims of a violation of any right of a third party, whether or not the third party is a user, individual, government agency or other legal entity;
- 11.4. respond to User service inquiries; or
- 11.5. protect the rights, property, or personal safety of IDS, any user or the public.

## 12. MISCELLANEOUS:

- 12.1 **Severability:** The invalidity or unenforceability of any one provision of this MOU shall not invalidate or render unenforceable the assignment of rights hereunder in its entirety and the balance of the provisions in this MOU shall remain in effect. The parties agree to substitute in good faith all void or voidable portions or parts thereof by valid provisions.
- 12.2 **Force Majeure:** Neither Party shall be held liable or responsible to the other party nor be deemed to have defaulted under or breached this MOU for failure or delay in fulfilling or performing any obligation under this



MOU when such failure or delay is caused by or results from a Force Majeure event; provided, however, that the party so affected shall use reasonable commercial efforts to avoid or remove such causes of non-performance, and shall continue performance hereunder with reasonable dispatch whenever such causes are removed. Either party shall provide the other party with prompt written notice of any delay or failure to perform that occurs by reason of force majeure. The parties shall mutually seek a resolution of the delay or the failure to perform as noted above.

**12.3 Notice:** Any notice to be given to either Party, shall be in writing and shall be deemed duly served, delivered by the prepaid registered post or through a delivery service / courier to the addressee at the addresses set out above and/or their respective E-mail ids. Any notice served by prepaid registered post shall be deemed served five days after posting. In proving a service of any notice, it will be sufficient to prove that such letter was properly stamped, addressed, and placed in the post or delivered or left at the address of the addressee given above or subsequently notified for the purposes of this MOU.

**12.4 Waiver:** Save and except as expressly provided in this MOU, no exercise, or failure to Exercise, or delay in exercising right, power, or remedy vested in any party or pursuant to this MOU shall constitute a waiver by that party of that or any other right, pour or remedy.

**12.5 Relationship between The Parties:** Nothing in this MOU shall be deemed to constitute a partnership or an association of persons or a body of individuals between the Parties to this MOU nor constitute any Party the agent of the other party, or otherwise entitle any Party to have authority to bind the other Parties to this MOU for any purpose.

**12.6 Modification:** Any Amendments and/or additional terms to this MOU shall be recorded in writing and duly signed by the parties and shall be read in conjunction and shall form an integral part of the MOU. The clauses wherever specifically mentioned shall survive the termination of this MOU.

**12.7 Counterparts:** This MOU may be executed in multiple copies, all of which shall be an original, but all the sets of the MOU shall together constitute one and the same MOU.

**12.8 Binding MOU:** Each Party agrees that the terms of this MOU are valid, legally binding on, and enforceable against such Party.

### **13. GOVERNING LAW AND JURISDICTION:**

**13.1** The provisions of this MOU shall be subject to the laws of India, and the parties subject themselves to the exclusive jurisdiction of the competent courts of Hyderabad.

**13.2** If any dispute, difference or claim arises between the Parties hereto during the subsistence or thereafter, in connection with or arising out of this MOU, the Parties shall attempt to resolve such Dispute within 30 days of receipt of written notice given by either Party to the other, by amicable means. In the event that the Parties are unable to resolve the disputes/differences amicably, the same shall be referred to arbitration before a sole arbitrator as per the Arbitration and Conciliation Act, 1996, along with any subsequent amendments thereof. The Arbitration proceedings shall take place in Hyderabad, India.



**IN WITNESS WHEREOF THE PARTIES HAVE PLACED THEIR SIGNATURES IN THIS MOU, WHICH HAS BEEN PREPARED IN TWO (2) ORIGINAL COPIES.**

Signed for and on behalf of:

<b>Information Data Systems Inc.</b>	<b>For Dadi Institute of Engineering &amp; Technology</b>
Signature: <i>Sudharshan Reddy Minumula</i>	Signature: <i>challa narasimham</i>
Name: <u>Mr. Sudharshan Reddy Minumula</u>	Name: <u>Dr.Ch. Narasimham</u>
Designation: <u>CEO</u>	Designation: <u>Principal</u>
Date: _____	Date: _____



## ANNEXURE I

### DESCRIPTION OF THE BHARAT BLOCKCHAIN NETWORK & THE USER REGISTRATION PROCESS

("BHARAT BLOCKCHAIN NETWORK") is a Permissioned Blockchain Network powered by IDS and supported by AICTE. IDS is an international organization established in 1996, enabling governments and enterprises across the world in their Digital Transformation through Industry 4.0 technologies. The purpose of the Network. The Network provides services that enable the entity operating a validator node to participate in the consensus protocol of the network. The Network is therefore for the benefit of users who have registered on the Network ("Users"). The Users will have access to and use of the facilities provided by the Network. Upon your agreement to the terms and conditions laid down here under as well as the acceptance by IDS of your registration ("Registration") on its platform, you will become a User for the purpose of this Agreement. The Network seeks to provide infrastructure services for testing deployment of proof-of-concept, pilots and production grade deployments or testing applications as accepted by the consortium governance body.

#### PROCESS FOR USER REGISTRATION:

In order to access the full functionality of the BBN, the person/entity seeking such access must register as a User through any means offered on the BBN. As part of the registration process to become a user, you are required to (i) be a partner of the IDS for the BBN program, (ii) identify a person who will act as a single point of contact ("SPOC") in your organization to be responsible for the administration of the node, who can be reachable for any technical issue that may arise, (iii) identify a contact person for communications of general purpose between the IDS and the User, (iv) indicate if any entity other than the User will have access to the User's validator node. If your registration is accepted, you will be assigned a User identification code ("User Identification"). The User will have access to various Content and system resources associated with your User Identification as determined by IDS in its sole discretion, which may include designated directories, designated contact person, web pages, e-mail or other capabilities, information storage, and/or types of transactional data to be sent to the network, and which may be changed, terminated, increased or decreased by IDS, at its sole discretion, from time to time. The use of pseudonyms, aliases or other devices to conceal your identity is strictly forbidden and grounds for the immediate termination of the authorization of your User Identification.



## **ANNEXURE II**

### **EXEMPLARY LIST OF FRAUDULENT, ILLEGAL, UNETHICAL ACTIVITIES WHICH ARE FORBIDDEN UNDER THIS MOU**

1. Duplication of Nodes is not permissible.
2. Copyright infringement is valid throughout this project's journey in order to ensure usage of our copyrighted work without permission, even if you give the original author credit.
3. All rights shall lie within IDS Inc. and no claims can be made thereon.
4. The party is forbidden from creating collaboration with competitors in relation to similar networks or knowledge of content.



# Dadi Institute of Engineering & Technology

(Approved by A.I.C.T.E., New Delhi & Affiliated to JNTUK, Kakinada)

NAAC Accredited Institute and Recognised under section 2(f) of UGC Act  
An ISO 9001:2008; ISO 14001:2004 & OHSAS 18001:2007 Certified Institution

NH-16, Anakapalle, Visakhapatnam - 531002, A.P.

Phone : 08924-221111 / 221122 / 9849399933, e-mail : dadiratnakar@diet.edu.in

## MEMORANDUM OF UNDERSTANDING (MoU)

BETWEEN

**DADI INSTITUTE OF ENGINEERING AND TECHNOLOGY,**  
**Anakapalle**  
**AND**  
**TECK TEAM SOLUTIONS**  
**Pendurthy ,Visakhapatnam**

This Memorandum of Understanding (hereinafter called as the 'MoU') is entered into on this the 4<sup>th</sup> day of July Month 2022 by and between.

**Dadi Institute of Engineering and Technology** the First Party represented herein by its PRINCIPAL **Shri Dr.Ch. Narasimham**

and

**TECK TEAM SOLUTIONS** the Second party, represented herein by its CEO & FOUNDER **Shri N.Venkata Reddy**,

WHEREAS:

- First Party is a Higher Educational Institution named : **Dadi Institute of Engineering and Technology**
- 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.
- The Parties intent to cooperate and focus their efforts on cooperation within area of Skill Based Training, Education, Placement, Industrial Visit, Expert Lecture.
- TECK TEAM SOLUTIONS**, the Second Party is engaged in Innovative Product Development in the domain of Embedded systems and Robotics, Trainings, Internships, Technical Workshops, Guest Lectures, Entrepreneurship development etc

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

  
PRINCIPAL  
Dadi Institute of  
Engineering & Technology  
ANAKAPALLE - 531 002





**CLAUSE 1**

**CO-OPERATION**

Both Parties are united by common interests and objectives, and they shall establish co-operation.

First Party and Second Party co-operation will facilitate effective utilization of the intellectual capabilities.

The parties shall co-operate with each other and shall as promptly as is responsibly practical, relevant agreement.

**CLAUSE 2**

**SCOPE OF THE MoU**

**Industrial Training & Visits:** Industry and Institution interaction will provide an insight into the latest developments / requirements of the industries; the Second Party to permit the Faculty and Students of the First Party to visit its group companies and also involve in Industrial Training Programs for the First Party. This will provide confidence & smooth transition for students work. Also the Second party may register on the AICTE Internship Portal for the benefit of students.

**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.

**Placement of trained students:** second party will actively engage to help the delivery of the training and placement of the students of the first party on the technology trends and in house requirements.

There is no financial commitment on the part of the **Dadi Institute of Engineering and Technology**, the first party to take up any program mention in MoU. If there is any financial consideration, it will be dealt separately.

Both Parties to obtain all internal approvals, consents, permissions, and licenses of whatsoever nature required.

**CLAUSE 3**

**VALIDITY**

3.1 This Agreement will be valid until it is expressly terminated by either Party on mutually agreed terms, during which period, the Second Part.

**CLAUSE 4**

**RELATIONSHIP BETWEEN THE PARTIES**

5.1 It is expressly agreed that First Party and Second Party are acting under this MOU as independent contractors, and the relationship established under this MOU shall not be construed as a partnership.

First Party  
**PRINCIPAL**  
Principal Institute of  
**Engineering & Technology**  
ANAKAPALLE - 531 002

Witness 1

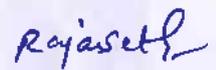
Witness 2

  
Second Party

Institutional Head

Witness 1

Witness 2





# TECK TEAM SOLUTIONS

A Training & Product Development Firm

Door No 1-20/1, Pulagalipalem, Pendurthi (M), Visakhapatnam (D) - 531173

7416067555 ✉ teckteams@gmail.com 🌐 www.teckteamsolutions.com

## MEMORANDUM OF UNDERSTANDING (MoU)

BETWEEN

**DADI INSTITUTE OF ENGINEERING AND TECHNOLOGY,  
Anakapalle  
AND  
TECK TEAM SOLUTIONS  
Pendurthy, Visakhapatnam**

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and

**TECK TEAM SOLUTIONS** the Second party, represented herein by its CEO & FOUNDER **Shri N.Venkata Reddy**,

### WHEREAS:

- A) First Party is a Higher Educational Institution named: **Dadi Institute of Engineering and Technology**,
- B) First Party & Second Party believe that collaboration and co-operation between themselves will promote more effective use of each of their resources, and provide each of them with enhanced opportunities.
- C) The Parties intent to cooperate and focus their efforts on cooperation within area of Skill Based Training, Education, Placement, Industrial Visit, Expert Lecture.
- D) **TECK TEAM SOLUTIONS**, the Second Party is engaged in Innovative Product Development in the domain of Embedded systems and Robotics, Trainings, Internships, Technical Workshops, Guest Lectures, Entrepreneurship development etc

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### CO-OPERATION

- 1.1 Both Parties are united by common interests and objectives, and they shall establish co-operation.
- 1.2 First Party and Second Party co-operation will facilitate effective utilization of the intellectual capabilities
- 1.3 The parties shall co-operate with each other and shall as promptly as is responsibly practical, relevant agreement.



PRINCIPAL  
Dadi Institute of  
Engineering & Technology  
AN

# TECK TEAM SOLUTIONS

A Training & Product Development Firm

Door No 1-20/1, Pulagalipalem, Pendurthi (M), Visakhapatnam (D) - 531173

7416067555 ✉ teckteams@gmail.com 🌐 www.teckteamsolutions.com

## CLAUSE 2

### SCOPE OF THE MoU

**2.1 Industrial Training & Visits:** Industry and Institution interaction will provide an insight into the latest developments / requirements of the industries; the Second Party to permit the Faculty and Students of the First Party to visit its group companies and also involve in Industrial Training Programs for the First Party. This will provide confidence & smooth transition for students work. Also the Second party may register on the AICTE Internship Portal for the benefit of students.

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

**2.3 Placement of trained students:** second party will actively engage to help the delivery of the training and placement of the students of the first party on the technology trends and in house requirements.

**2.4** There is no financial commitment on the part of the **Dadi Institute of Engineering and Technology**, the first party to take up any program mention in MoU. If there is any financial consideration, it will be dealt separately.

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**3.1** This Agreement will be valid until it is expressly terminated by either Party on mutually agreed terms, during which period, the Second Part.

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**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.

Firm Party  
Principal  
Head

PRINCIPAL  
Dadi Institute of  
Engineering & Technology  
WITNESS ANAKAPALLE 531173

Witness 2

*[Signature]*

*[Signature]*  
Second Party

Institutional



Witness 1

*[Signature]*

Witness 2

*[Signature]*

## MEMORANDUM OF UNDERSTANDING

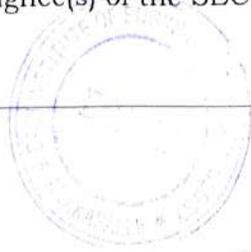
This **Memorandum of Understanding** (hereafter referred to as **MoU**) is made and entered into this day of 7<sup>th</sup> September 2022. (Hereinafter referred to as "Effective Date") at Vizag by and among.

### **BY AND BETWEEN**

**Collegedunia Web Pvt. Ltd.**, a company duly incorporated under the provision of Companies Act 1956, with registered office at RZ-672-41E Gali No-27G Sadh Nagar-II, Palam Colony, New Delhi 110045 and corporate office at 4TH FLOOR, Plot No. 418-419, AIHP Signature Tower, Phase IV, Sector 18, Gurugram, Haryana 122015 (herein referred as First Party), which expression unless repugnant to the context or meaning or hereof, shall include its successors(s), administrator(s) or permitted assignee(s) of the FIRST PARTY.

### **AND**

**Dadi Institute of Engineering and Technology**, located at National Highway NH16, Anakapalle-531002, Visakhapatnam, Andhra Pradesh, established under Sarada Educational Trust, and managed by Sarada Educational Trust, registered under Societies Registration Act XXI of 1860 Vide No. 07 of 1993, having PAN AACTS1180R GST No \_\_\_\_\_ and TAN VPNS00808D GST (herein referred as Second Party), which expression unless repugnant to the context or meaning or hereof, shall include its sister companies, associated companies including Partnership firm, LLP(s) its successors(s), administrator(s) or permitted assignee(s) of the SECOND PARTY.



  
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ANAKAPALLE-531 002

BOTH FIRST & SECOND PARTIE's be individually referred to as "PARTY" and collectively as "Parties or Consortium".

WHEREAS, the First Party is a website portal running college search engine in the name and style of www.collegedunia.com whereby promoting various educational institutes and courses being an intermediary between the Second Party and the users of the web portal of the First Party;

WHEREAS, the Second Party is a recognized educational institute/university providing various courses to the students being enrolled with them and the Second Party being interested in the website portal of the First Party is associating with them under the terms of the MOU for promoting/advertising the courses offered by them to the viewers on the website portal;

WHEREAS, the parties agree and warrants that apart from the terms and conditions of the MOU, the relationship between the parties are governed under the General Terms and Conditions as stipulated under the Terms & Conditions on the website portal.

NOW, THEREFORE, IN CONSIDERATION OF THE PROMISES AND THE MUTUAL COVENANTS OF THE MOU HEREINAFTER SET FORTH, THE PARTIES HEREBY AGREE TO THE FOLLOWING:

**1. DEFINITION:**

- a. 'Advertisement' means the services being offered by the First Party under the terms of the user as stipulated in the website portal of www.collegedunia.com.



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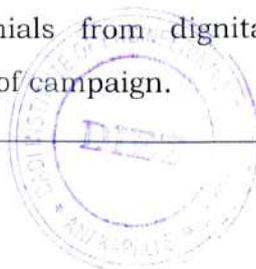
- b. 'Advertisement Confirmation Order' means written confirmations; insertion order; work order from second party and including but not limited to telephonic confirmation from the Second Party and backed by confirmation from either of the parties for running campaigns and generating leads on the website portal of the First Party.
- c. 'Campaign' means the services offered by the First Party under the terms of the user as stipulated in the website portal of www.collegedunia.com.
- d. 'Lead' means the users/viewers on the website portal of the First Party under the terms of the website portal of www.collegedunia.com.
- e. 'Pricing' means the price of per leads under the terms of the MOU and under the terms of the website portal of www.collegedunia.com.

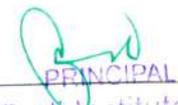
2. **TERM:**

This MOU shall come into force from the date of signing and/or receiving Advertisement Confirmation Order and shall remain valid till **November 2022 or till the end of the admission cycle for the academic year 2022**, whichever is later unless and otherwise terminated by either party as mentioned in clause 4 hereinafter.

3. **SCOPE OF SERVICES**

1. The Deliverables from the First Party to the Second Party are stipulated in **Annexure-1**, which, along with all terms and conditions stipulated therein, shall form part of the present Agreement.
2. The First Party shall be involved in the engagement activities like interviews and testimonials from dignitaries, students and alumni at various stages of campaign.



  
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3. Campaign shall not continue beyond the date so decided except if a written request is received from the second party to extend the period of campaign, deliverables and the MoU at the additional cost as may be mutually agreed between the parties.

#### 4. PRICING & PAYMENTS

1. For the consideration of providing services under this agreement by the First Party to the Second Party, the Second Party agrees to the payment terms and schedule as mentioned in this MOU.
2. The Second Party agrees that the charged amount is non-refundable.
3. First party shall raise the invoice upon the Second Party for the aforesaid installments and in event the First Party fails to raise the invoice, the payment stipulated under the payments terms becomes payable by the Second Party as per the payment terms of the MOU.
4. The Second Party agrees to make the payment within ten (10) days of the date of the invoice. Upon such default, the campaign will be paused till the next payment is released.
5. Any delay in the payment of installments by the second party, in addition to the installment due, will attract interest of 18% PA on the installment amount calculated from the due date till the date of receipt of the payment by the first party.
6. Second Party agrees and warrants that in event it fails to clear the payments under the terms of the MOU, the First Party is entitled to recover the due amount along with interest at the rate of 18% as stipulated above inter alia from second party including its promoters/Trustees/associated companies, its sister companies, including Partnership firm, LLP(s) associate with the second party in whatsoever manner.



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collegedunia

Collegedunia Web Pvt. Ltd.

CIN No. - U80103DL2013PTC262063  
418-419, Fourth Floor, AIHP Signature Tower,  
Udyog Vihar Phase IV, Gurugram-122015

7. The second party shall release the payments to the bank of the First Party as per the following details:

BANKING DETAILS OF FIRST PARTY

ACCOUNT HOLDER	COLLEGEDUNIA WEB PVT. LTD.
ACCOUNT NUMBER	50200014527292
BANK NAME	HDFC BANK LTD
BRANCH NAME	CHANDNI CHOWK, NEW DELHI
IFSC CODE	HDFC0000553
PAN NO	AAFCC5173J
GST NO	06AAFCC5173J1ZK



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### Details of Campaign and Payment Terms

Deliverables from the second party to the First party as shall be per ANNEXURE-1.

#### Campaign Payment Bifurcation

S.No	Campaign Bifurcation	Deal Amount
1)	<b>Branding &amp; Lead Generation Campaign</b>	Rs 86206 + GST
	<b>Total Campaign Size</b>	Rs 86206 + GST

*\*All Amounts mentioned above are excluding GST - an 18% GST will be applied to all payments.*

#### Payment Schedule

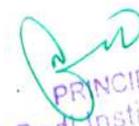
S.No	Campaign Bifurcation	Details of Payment	Amount
1)	<b>Branding &amp; Lead Generation Campaign</b>	1st Installment (September 2 <sup>nd</sup> week.)	<b>INR 43,103 +GST</b>
		2nd Installment (1month from the start of the campaign, 7 <sup>th</sup> oct 2022)	<b>INR 43,103 +GST</b>
	<b>Total Campaign Size</b>		<b>Total INR 86,206 +GST</b>

*\*All Amounts mentioned above are excluding GST - an 18% GST will be applied to all payments.*

## 5. TERMINATION OF MOU

1. This MoU can be terminated on mutual consent of both the parties without assigning any reason, but by giving 60 days' explicit advance written notice to the other party.
2. This MoU can be terminated with immediate effect by either party if the other party fails to rectify any violation of the terms and conditions of this Agreement provided that a prior notice of not less than 10 (ten) days of such violation has been given to the other party.
3. The First Party may, (with a short notice, terminate or suspend) the Agreement with immediate effect in case any of the installment payable by the Second Party remains due for more than 30 days.
4. Termination under this Clause shall not absolve the Second Party from any of its liability, obligations and duties under this Agreement arising out of the services rendered by the First Party prior to such termination.



  
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## 6. POINT OF CONTACT

Point of contact from first party shall be as follows:

Name	Designation	Email Id	Mobile
Mr. Rajesh Mummaneni	State Head - Andhra Pradesh & Telangana	rajesh@collegedunia.com	949485869 4
Miss Vaibhavi Sarda	Account Manager- Visakhapatnam, AP	vaibhavi.sarda@collegedunia.com	957011422 4

Point of contact from second party shall be as follows:

Name	Designation	Email Id	Mobile
Dr Challa Narasimham	Principal	principal@diet.edu.in	9963993229
Mr A Krishna Nag	Academic <i>Verified.</i> Coordinator <i>1-1/19/22</i>	academics@diet.edu.in	9963694444

For the escalation purpose, either parties can mail/write to the above point of contact, or the party shall respond within 24 hours.

## 7. ARBITRATION & CONCILIATION

If any dispute, difference, question or disagreement shall at any time arise between the parties hereunder or any matter whatsoever to this contract/MoU, then in such an event parties agree to refer to a Sole Arbitrator being appointed with the consent of the parties in accordance with the provisions of The Arbitration and Conciliation Act 1996. The decision of the Sole Arbitrator shall be final and binding on both the parties. The venue and the seat of the Arbitration shall be at New Delhi, Delhi.



*(Signature)*  
**PRINCIPAL**  
 Dadi Institute of  
 Engineering & Technology  
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## **8. JURISDICTION**

This MOU shall be governed by and construed in accordance with the Indian Contract Act, 1872 and Information and Technology Act, 2000 and courts at New Delhi only shall have exclusive jurisdiction. In the event of any difference(s) or dispute(s) arising out of the interpretation or application of the provisions of this MOU, the Parties shall immediately consult each other with the view to expeditiously resolve such differences or disputes in a spirit of mutual understanding and cooperation.

## **9. INTELLECTUAL PROPERTY RIGHTS**

1. Each party shall retain their respective IP rights, title and interest in their modus operandi, patents, copyrights, trademarks, proprietary marks and/or licensed software, service marks, trade secrets and any other form of intellectual property ("Intellectual Property Rights") that are disclosed or generated during the work tenure. The Second Party hereby irrevocably waives all of their rights and claims in the Generated IPR, including without limitation, rights of title, license, interest etc. under the scope of services as stipulated under the terms of the MOU.
2. The Parties further agree that neither Party shall acquire any right whatsoever, through use in commerce or otherwise, in the Intellectual Property Rights of the other Party on account of the limited permitted use as per the terms of this Agreement. All such rights pertaining to use and title of all Intellectual Property Rights of the parties shall exclusively vest with the respective parties.
3. No Party may, under any circumstances, seek to register any trademark, business name, business processes, inventions, company name, domain name using or incorporating the Intellectual Property of the other Party and each Party acknowledges that upon expiry or





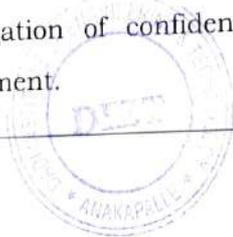
termination of this agreement, it shall have no right whatsoever in connection with the Intellectual Property Rights of the other Party.

## 10. CONFIDENTIALITY

1. The receiving Party shall not disclose any of the proprietary information, trade secrets, business plans, marketing plans, or such other information that may or may not be categorized as confidential from its nature that may or may not be marked or designated as confidential ("Confidential Information") belonging to the other Party or any of its affiliate companies, to any third parties, without the express prior written consent of disclosing Party. The receiving Party shall use all reasonable efforts to maintain the confidentiality of all the Confidential Information of the disclosing Party that is in its possession or control, but in no event less than the efforts that it ordinarily uses with respect to its own Confidential Information. Each Party shall restrict all Confidential Information to its employees on a "need to know" basis and apprise them of the confidentiality requirements hereunder. This clause shall not apply to information that is:

- (a) already lawfully available in the public domain; or
- (b) lawfully known to the receiving Party at the time of disclosure; or
- (c) lawfully obtained by the receiving Party on a non-confidential basis from a third party.

2. Upon termination or expiration of this Agreement, the receiving Party shall return or destroy/ remove/ handover/ delete all the Confidential Information kept in its possession to the disclosing Party and furnish a proof of such removal/ handover/ deletion of the Confidential Information. For any Confidential Information, which is not commercially practicable to be returned or destroyed shall continue to be bound by this obligation of confidentiality post expiration or termination of this Agreement.



  
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## **11. NON DISCLOSURE**

No Party shall disclose any information to any third party concerning the matters under this MOU. Any proprietary information (properly identified as such by the disclosing Party) to be contained in reports or disclosed by one Party to the other Party, shall be kept strictly confidential by the receiving Party, and shall not be disclosed to any third party without the prior written consent of the original disclosing Party. This clause shall not apply where -

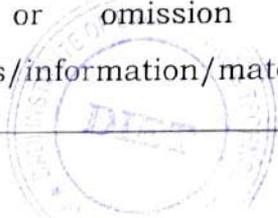
- a) Disclosure is made to the employees, or
- b) disclosure to any court/ tribunal/ Central or State Government or any other statutory/ quasi-judicial authorities or other bodies to the extent required by law, guidelines, rules or regulations applicable to any Party,
- c) required to consultants, advisers engaged by a Party,
- d) Information is already in public domain but not as a result of breach of this MOU, already available with the Party from other lawful sources.

This clause shall survive the termination or expiry of the MOU.

## **12. INDEMNITY**

Second Party hereby agrees to indemnify, reimburse, defend and hold harmless the First Party, its affiliates and other officers, directors, employees, agents, successors and assigns, from and against any and all costs, losses, damages, lawsuits, deficiencies, claims and expenses (including court costs and reasonable attorney's fees) incurred or suffered by the First Party in connection with or arising out of or resulting from or incidental to;

- (i) Any action or omission with respect to the content/schemes/information/material provided by Second



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Party to the First Party for the purpose of Campaign under this Agreement;

- (ii) Any breach of obligations, representations and warranties as set out in this Agreement by the Second Party or any of its officers, employees or representatives;
- (iii) Any harm to the properties, reputation and goodwill of the First Party directly attributable to the acts or omissions of the Second Party or any of its officers, employees or representatives.

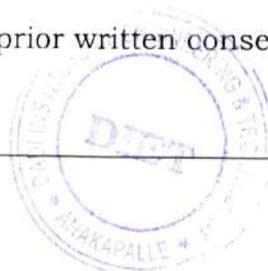
### **13. FORCE MAJEURE**

Neither Party will be liable for any default or delay in the performance of its obligations under this Agreement, if and to the extent such default or delay is caused by fire, flood, earthquake, elements of nature or acts of God; wars, terrorist acts, site-specific terrorist threats, revolutions, restriction by the government authorities/agencies, pandemic, epidemic provided that the aforesaid events render the party unable to perform its services/obligations under this Agreement and provided that a notice in writing of not less than fifteen (15) days in advance, invoking this clause, is given to the other party.

### **14. MISCELLANEOUS**

The release and contents of all public announcements (other than when such disclosure is required under any applicable law) related to the MOU shall be subject to the prior written approval of each Party.

- a) The obligations of the Parties are of binding nature and shall survive the termination or expiration of the MOU.
- b) No Party shall have the right or power to bind any other party to any MOU/ Agreement other than the terms as stipulated under the present MOU without the prior written consent of the other Party.



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- c) The Parties do not intend merely by this MOU to create a partnership, corporation or an entity taxable as a corporation or otherwise.
- d) This MOU may be executed in counterparts and/or through electronic means and/or email communications and/or Advertisement Confirmation Order, each of which shall be deemed to be original and all of which taken together shall constitute one agreement.

IN WITNESS WHEREOF the parties hereto have executed this MOU.

**Authorized Signatories :**

For Collegedunia Web Private  
Limited  
(First Party)

For Dadi Institute of Engineering &  
Technology(Second Party)

Name: Rupesh Kumar  
Designation: Authorized Signatory  
Date: 07th September 2022

Name: Dr. Challa Narasimham  
Designation: PRINCIPAL  
Date: 07/09/2022



  
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Dadi Institute of  
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verified  
7/9/22

**ANNEXURE-1**  
**(SCOPE OF SERVICES)**

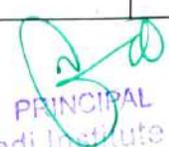
First Party Agrees to provide:

- 250 no. of leads for B.Tech programs offered by the Second Party.

For the purpose of achieving the aforesaid target, First Party shall carry out the following activities: -

S. NO	PRODUCT	PRODUCT DETAILS	QUANTITY	PRICE RATE
1	Listings	Chief Listing – B.Tech – Visakhapatnam Page	1	INR 86,206 Excluding GST
2	Banners	Top Drawer Banner – B.Tech – Visakhapatnam Page Top Drawer Banner – B.Tech – Srikakulam/Vizinagaram Page	2	
3	Ad-Free Microsite	Ad-Free Microsite of the college	-	
4	Emailers	B.Tech Aspirants Database	70,000	
5	SMS	B.Tech Aspirants Database	30,000	
9	Leads	B.Tech Aspirants across AP	250	
10	Duration	Campaign Duration	3 Months	

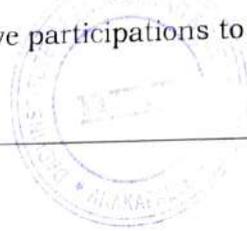


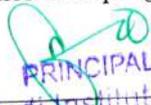
  
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## TERMS AND CONDITIONS

1. The first party will run various remarketing & retargeting activities for the institution of the second party to generate the responses.
2. The first party can run remarketing on its database over Google & other platforms.
3. All responses are billable except the cases of Invalid details (i.e. Wrong Mobile Number).
4. The target deliverable by the First Party as stipulated hereinabove is subject to the fulfillment of following condition by the Second Party:
  - (i) The first call by the second party has to be made within 24 hours of receiving the responses, the second call should be in 48 hours and the third call should be in 96 hours of getting the responses from the first party.
  - (ii) The Second Party shall provide last three (3) years' admissions/applications data of its institution(s) to the first party as per **Annexure A**.
  - (iii) The first party will seek data to update the information for the institution of the second party on the collegedunia portal. This must be done before the start of campaign.
  - (iv) Regular feedback (ideally within 2 working days) of the responses shall be given for the optimization of the campaign. Any negative feedback provided after 2 working days from the date of delivery of response will not be considered authentic.
  - (v) The second party shall give approval of promotional creatives and content provided by the first party within 24 hours from its receipt by the First Party.
5. The parties need to have fortnightly campaign review meetings for inputs/suggestions/active participations to optimize the campaign.



  
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6. The first party can situate the concerned persons from its side at the institution of the second party for the purpose of evaluating and optimizing the counselling process, tele-calling and drip activities over the delivered responses. The second party shall be required to help the concerned persons from the first party for the above purpose with the relevant data and engagements.
7. In the event that the campaign is stopped or terminated by the second party or in the event that within the duration of the campaign the delivered leads exceed the agreed number of leads, all the leads so delivered will be billed on the basis of Cost Per Lead i.e. "CPL" at the rate of INR 900 + GST per lead along with penalty under the general terms and conditions as stipulated under the web portal of the First Party with the discretionary of the First Party alone.
8. First party will verify the lead to lead feedback and identify the number of applications & admissions converted from the leads provided by it through V-Lookup on a monthly basis, the second party is required to facilitate the same.

### Annexure A

#### (Admission/Application Data)

Course Name		Admission Year 2019	Admission Year 2020	Admission Year 2021
	Seats			
	Application			
	Admission			
	Seats			
	Application			
	Admission			

Top 5 States	Admission Year 2020		Admission Year 2021	
	#Application	#Admission	#Application	#Admission



*Principal*  
 Dadi Institute of  
 Engineering & Technology  
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ఆంధ్రప్రదేశ్ ఆంధ్ర ప్రదేశ్ ANDHRA PRADESH

Serial No: 2425

Purchased By :

DADI RATNAKAR

S/O DADI VEERABADHRA RAO

ANAKAPALLI

Denomination: 100

For :

SARADA EDUCATIONAL TRUST

ANAKAPALLI

Date 26-11-2022

Stamp S. no

DB 744896

Sub Registrar

Ex. Office Stamp Vendor

SRO Anakapalli

This Memorandum of Understanding (MOU) is entered into this 2<sup>nd</sup> day of June 2022, by and between

BETWEEN

Dadi Institute of Engineering and Technology, Anakapalle the first party represented herein by its Principal Dr.Ch. Narasimham

AND

Dr. Benarjee Hospital, Anakapalle the second party herein represented by its Managing Director Dr. M.V. Benerjee

Whereas

Dadi Institute of Engineering & Technology (DIET) is a self financing Engineering Institute Established in 2006. It is sponsored by The Sarada Educational Trust. The Institute is making greater strides in the field of technical education and has emerged as preferred institute under Jawaharlal Nehru Technological University Kakinada, Andhra Pradesh. The campus is located adjacent to National Highway-16 at Anakapalle district.

Dr. Benarjee Hospital is providing the highest standard of care for both, minor and major health issues, hospitals create a safe space for the patients by offering end-to-end clinical, surgical, and diagnostic services. Hospitals have been making healthcare accessible to one and all and Dr Benerjee Hospital is one such reliable hospital that is committed to providing expert medical care. Having established a firm presence as a trusted name in Hospitals, it is renowned for offering specialized services and treatments. Dr Benerjee Hospital is situated



on main road of Pudimadaka road, Anakapalle – 531001, which is easily accessible through various modes of transport.

**I Scope of MOU:**

DIET and Dr. Benerjee Hospital agree to work together for the common cause of maintaining good “Health” of the Staff and students of the Institute. As a part of Corporate Social responsibility and in support to students, Dr. Benerjee Hospital expressed willingness to extend assistance to DIET.

**II Role and Responsibilities of DIET:**

DIET will call Dr. Benerjee Hospital for ambulance service whenever student fell ill and will send the sick student to Dr. Benerjee Hospital for treatment and will join the student as in-patient, if necessary.

**III Role and Responsibilities of Dr. Benerjee Hospital, Anakapalle:**

Dr. Benerjee Hospital will extend support in case of medical emergencies and provide all possible medical help including Ambulance with required medical aid, OPD. Admission etc.,

**IV Quality:**

Hospital management assures to provide quality service as per standard medical practice. It is desirable by both parties that the service performed by Dr. Benerjee Hospital should be maintained at reasonably satisfactory to the requirements of the Institute.

**VI Payment Terms & Conditions:**

- a) This Agreement shall be effective from the date of the agreement stipulated herein above and it shall be valid up to a period of 5 (FIVE) years. Agreement shall be subject to further extension for such period or periods as may be mutually agreed to by the Parties prior to such expiry.
- b) Dr. Benerjee Hospital shall raise a bill to patients until unless Institute management of second party provides written consent for payment for cash. Patient's treatment not covered under any TPA's/insurance/ESI.

**VII Disputes Resolution:**

- a) Any dispute or difference arising between the parties, which cannot be mutually and amicably settled by the Parties within 30 (thirty) days thereof, shall be referred to the Dispute Resolution Committee constituting of the Authorities concerned of the Parties, who shall then resolve it amicably.
- b) This MOU shall be subject to the exclusive jurisdiction of Andhra Pradesh Courts.
- c) The agreement shall be subject to termination by mutual written consent of all the parties from such date and on such terms & conditions as may be mutually agreed to by the Parties.



- i) Dr. Benerjee Hospital may opt to terminate the MOU by giving one month notice to the DIET while ensuring the completion of on-going commitments for the scheduled batches.
- ii) DIET may terminate MOU by giving one month notice in the event of breach of any of the terms of MOU by DIET.

This agreement is executed in counter-pair each of which shall be deemed to be original and retained by each of the parties but together they shall constitute one and the same agreement.

In witness thereof the Parties have caused this Agreement to be signed by their duly authorized representatives as of the date, month and year herein above written.

Signed for and on behalf of  
Dadi Institute of Engineering  
& Technology, Anakapalle.



Name : Dr. CH. Narasimham  
Designation : Principal  
Phone : 9963993229  
Email ID : [info@diet.edu.in](mailto:info@diet.edu.in)

Signed for and on behalf of  
Dr. Benerjee Hospital

*(Handwritten signature)*

Name : Dr. M.V. Benerjee  
Designation : Managing Director  
Phone : 9848190629  
Email ID :



Regd.No. 19491  
M.V. BENERJEE M.S.,  
Surgeon  
Anakapalle 531001

Place : Anakapalle  
Date : 2/6/2022

Witness

1. *(Handwritten signature)*  
(Dr. Ramesh Kumar P.B)

Witness

2. *(Handwritten signature)*  
(K. Somashekar)



# Dadi Institute of Engineering & Technology

(Approved by A.I.C.T.E., New Delhi & Permanently Affiliated to J.N.T.U.K., Kakinada)

NAAC Accredited Institute and Inclusion under section 2(f) & 12 (B) of UGC Act

An ISO 9001:2008; ISO 14001:2004 & OHSAS 18001:2007 Certified Institution

NH-16, Anakapalle, Visakhapatnam - 531002, A.P.

Ph : 9963993229 /  diet.edu.in /  principal@diet.edu.in

## Dr. Challa Narasimham

Grad. Engr (CSE), M.Tech. (CSE), M.Tech. (I.T), Ph.D., D.Sc.

Principal

### Memorandum of Understanding

#### Between

The Honorary President, Sri Gowri Vyayama Sangham GYM Centre, Gavarapalem, Anakapalle

And

The Principal, Dadi Institute of Engineering & Technology, Anakapalle

Dated on 20-06-2020

The GYM Centre under the ownership of Sri Gowri Vyayama Sangham located at Gavarapalem, Anakapalle at a distance of 2 KM from Dadi Institute of Engineering & Technology, Anakapalle hereby given undertaken to provide GYM practice to the staff and students of Dadi Institute of Engineering & Technology for weekly four days (Batch wise on Monday, Wednesday, Saturday and exclusively Sunday for hostel students) at the said GYM Centre from allotted time slots. The GYM Coach has given coaching to the staff and students of the Institute.

The undertaking agreement with effect from 20-06-2020

Signature

(Sri Konathala Appala Naidu)  
Hon'ry President, GYM Centre  
Sri Gowri Vyayama Sangham

Signature

(Mr. S.V.V. Satyanarayana)  
GYM Coach

Sri Gowri Vyayama Sangham

PRINCIPAL

Dadi Institute of Engineering & Technology, Anakapalle



PRINCIPAL  
Dadi Institute of  
Engineering & Technology  
ANAKAPALLE - 531 002



## **MEMORANDUM OF UNDERSTANDING**

**(MoU)**

**BETWEEN**

**ExcelR Solutions**



**&**

**Dadi Institute of Engineering & Technology (DIET)**



**FOR**

**Student Development & Faculty Development  
Programs on Different Emerging Software  
Technologies**

ExcelR Solution

49, 1st Cross, 27th Main, behind Tata Motors, 1st Stage, BTM Layout, Bengaluru, Karnataka 560068.

Email: [enquiry@excelr.com](mailto:enquiry@excelr.com) | 1800-212-2120 (Toll Free)

[www.excelr.com](http://www.excelr.com)



## **MEMORANDUM OF UNDERSTANDING**

This **Memorandum of Understanding** (hereinafter called as the 'MOU') is entered into on this the 19th day of January month 2023 (Date 19-01-2023), by and between **ExcelR Solutions**, (hereinafter referred as '**First Party**')

**And**

**Dadi Institute of Engineering & Technology (DIET)**

(hereinafter referred to as "**Second Party**"),

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

### **WHEREAS:**

1. First Party is a EdTech company: ExcelR Solutions
2. 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.
3. The Parties intent to cooperate and focus their efforts on cooperation within area of Skill Based Training, Education and Research.
4. Both Parties, being legal entities in themselves desire to sign this MOU for advancing their mutual interests

ExcelR Solution

49, 1st Cross, 27th Main, behind Tata Motors, 1st Stage, BTM Layout, Bengaluru, Karnataka 560068.

Email: [enquiry@excelr.com](mailto:enquiry@excelr.com) | 1800-212-2120 (Toll Free)

[www.excelr.com](http://www.excelr.com)

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

**CLAUSE 1: CO-OPERATION**

5. 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.
6. 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 the second party in developing suitable teaching / training systems, keeping in mind the needs of the industry, the Second Party.
7. 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.
8. ExcelR would be the training delivery partner for the second party on various trending technologies
9. Training & Development and dissemination of knowledge for students of second party & affiliated colleges and employees of both the organizations.
10. ExcelR will reach out to students to communicate the course details, webinars, blogs, industry events etc., which will be informative or promotional in nature.
11. ExcelR would work with incubation centers/ innovation cells of second party (Case to case basis), to formulate the business cases and data collection process from various industry and academic bodies that are associated with the second party
12. Cooperation between both parties would be extended to any other area which may be mutually beneficial to both the organizations.

## **CLAUSE 2: SCOPE OF THE MoU**

13. 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.
14. Curriculum Design: First Party will give valuable inputs to the Second Party in teaching / training methodology and suitably customize the curriculum so that the students fit into the industrial scenario meaningfully.
15. Software Technologies Training: The first party will provide the trainings to the students and Faculties of the second party on different technologies like Data Science, Data Analyst, Artificial Intelligence, Tableau, Python, etc., Research and Development
16. Skill Development Programs: First Party to train the students of second Party on the emerging technologies in order to bridge the skill gap and make them industry ready.
17. Guest Lectures: First Party to extend the necessary support to deliver guest lectures to the students of the second Party on the technology trends and in house requirements.
18. Faculty Development Programs: First Party to train the faculties of second Party for imparting training as per the industrial requirement considering the National Occupational Standards in concerned sector, if available.
19. Both Parties to obtain all internal approvals, consents, permissions, and licenses of whatsoever nature required for offering the Programs on the terms specified herein
20. There is no financial commitment on the part of the second party to enroll the students and faculties for the different free trainings run by the first party under Everyday Learning Initiation.
21. First party would extend the help in providing artifacts such as training records, certificates to the second party upon a written request from the second party. This information is limited to only the students of the second party and at the discretion of the first party.
22. In case, the second party wants to conduct customized commercial trainings then this agreement can be amended/adding annexure with mutually agreed terms.

ExcelR Solution

49, 1st Cross, 27th Main, behind Tata Motors, 1st Stage, BTM Layout, Bengaluru, Karnataka 560068.

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[www.excelr.com](http://www.excelr.com)

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

23. The first party will have the sole rights on the curriculum and related content provided in the trainings and it cannot be replicated or copied without the consent of the first party.
24. Confidentiality: 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.

### **CLAUSE 4: VALIDITY**

25. The period of the agreement is valid for a period of 2 years from the date of signing of this agreement
26. This agreement will be valid only at the intentions of the parties involved therein, this MOU could be dissolved or cancelled by either party any time by giving 30 days' notice and shall not have any legal bindings in nature. should either or all the parties to it opt to not act upon, the MOU loses its validity.

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

27. 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 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.

**AGREED:**

**For: ExcelR Solutions**



**Shyam Narayan**  
**(Director - HR)**

**Authorized Signatory**

**GST:27AAEFE5003F1ZX**  
**TIN: HYDE02965E**

**Contact Person : Mr. M Acharya Bharadwaj**  
**Designation : BD Manager**  
**Mobile No: 6281405729**  
**Email ID : [bharadwaj.muktavaram@excelr.com](mailto:bharadwaj.muktavaram@excelr.com)**  
**Website : [www.excelr.com](http://www.excelr.com)**

**For:**  
**Dadi Institute of Engineering**  
**& Technology (DIET)**



PRINCIPAL  
Dadi Institute of  
Engineering & Technology  
ANAKAPALLE - 531 002

**Dr. Challa Narasimham**  
**Principal**

**Authorized Signatory**



**MEMORANDUM OF UNDERSTANDING (MOU)**

**BETWEEN**

**HIEE EMPOWERING ENGINEERS PVT LTD (HIEE)**

**AND**

**DADI INSTITUTE OF ENGINEERING & TECHNOLOGY (DIET)**

## MEMORANDUM OF UNDERSTANDING

FOR

### SKILL DEVELOPMENT, CERTIFIED COURSES, OUTCOME BASED TRAININGS, PLACEMENT AND RELATED SERVICES

This **Memorandum of Understanding** (hereinafter called as 'MOU') is entered in to on this on 30.01.2023 by and between

HIEE EMPOWERING ENGINEERS PVT LTD (HIEE) 803-214/4, SRINIVAS NAGAR (WEST), AMEERPET, HYDERABAD, TELANGANA-500038. The First Party represented herein by its CEO K.MADAN MOHAN,

<b>Corporate Identity Number</b>	<b>: U80302TG2021PTC157108</b>
<b>Tax Deduction Account Number</b>	<b>: HYDH07432F</b>
<b>AICTE Organization ID</b>	<b>: CORPORATE61a08a1139c991637911057</b>

And

DADI INSTITUTE OF ENGINEERING & TECHNOLOGY (DIET), NH-16, ANAKAPALLE, VISAKAPATNAM the Second party represented herein by its HOD/ PRINCIPAL

WHEREAS:

- First Party is engaged in the space of offering 12 weeks of Job Oriented Training Programs with certificate courses and the Internship Enabler Program with 1 month internship and Workshops opportunity to the students of engineering colleges.
- 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.
- The Parties intent to cooperate and focus their efforts on cooperation within the area of Skill-Based Training, Expert Lecture, Education, Industrial Visit ,Placement.
- DADI INSTITUTE OF ENGINEERING & TECHNOLOGY (DIET) the Second Party is a Higher Educational Institution.



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ANAKAPALLE - 531 002

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

### 1: CO-OPERATION

- 1.1 Both Parties are united by common interests and objectives, and they shall establish co-operation.
- 1.2 First Party and Second Party co-operation will facilitate effective utilization of the intellectual capabilities.
- 1.3 The parties shall co-operate with each other and shall as promptly as is responsibly practical, relevant agreement.

### 2: SCOPE OF THE MOU

- 2.1 Industrial Training & Visits: Industry and Institution interaction will provide an insight into the latest developments/requirements of the industries in the field of core Industries, the First Party to permit the Faculty and Students of the Second Party to visit its group companies and also involve in Industrial Training Programs for the Second Party. This will provide confidence & a smooth transition for students' work. Also, the Second party may register on the AICTE Internship Portal for the benefit of students.
- 2.2 Guest Lectures: First Party to extend the necessary support to deliver guest lecturers to the students of the Second Party on the technology trends and in-house requirements.
- 2.3 Certificate Courses: the First party will actively engage to help the delivery of certificate courses in the field of Core Industries based on the industry-leading platforms to the students of the Second party.
- 2.4 Internship for students: the First party will actively engage to help the delivery of the training and internship of the students of the Second party on the technology trends and in-house requirements.
- 2.5 There is no financial commitment on the part of HIEE and DADI INSTITUTE OF ENGINEERING & TECHNOLOGY (DIET) take up any program mentioned in MOU. Financial for any programs, revised on case to case basis.
- 2.6 Both Parties to obtain all internal approvals, consents, permissions, and licenses of whatsoever nature required either individually or collectively.

### 3: VALIDITY

- 3.1 The term of this MOU is for a period of **3 years**, effective from the date of MOU signed. This MOU can be extended upon written mutual agreement. It shall be reviewed annually to ensure that it is fulfilling its purpose and to make any necessary revisions.
- 3.2 Either organization may terminate this MOU upon thirty (30) days written notice without penalties or liabilities.



  
PRINCIPAL  
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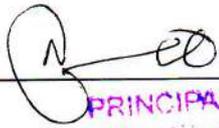
**4: RELATIONSHIP BETWEEN THE PARTIES**

4.1 It is expressly agreed that First Party and Second Party are acting under this MOU as independent contractors, and the relationship established under this MOU shall not be construed as a partnership.

**First Party**

*Mahesh*  
  
HIEE EMPOWERING  
ENGINEERS PVT LTD (HIEE)

**Second Party**

  
PRINCIPAL  
DADI INSTITUTE OF  
DADI INSTITUTE OF ENGINEERING  
& TECHNOLOGY (DIET)

Date: 30.01.2023

WITNESS:

1. ELECTRICAL DEPARTMENT



2. CIVIL DEPARTMENT







## **MEMORANDUM OF UNDERSTANDING(MOU)**

05<sup>th</sup> Jan-2023, Hyderabad

This Memorandum of Understanding is made and executed at Hyderabad on the 05<sup>th</sup> - Jan-2023. This MOU signifies a statement of intent for collaboration between **M/s. COIGN CONSULTANTS PVT. LTD (COIGN)** having corporate office address situated at 4F2, 5<sup>th</sup> Floor, Ballad Estates, Opp: ISO Junior College, Tarnaka, Secunderabad – 500017 represented by Mr. Seshu Kandregula, Director of the organization, R/o: Plot no:117, Lane No:6, Hastinapuram Central, Shirdi Sai Nagar Colony, Vaisalinagar PO, Hyderabad-500 079. M/s. COIGN consultants Pvt. Ltd., a leading software & technology training company for the purpose of enriching the technical education process and to jointly work for enhancing the quality of education imparted to students of B-Tech discipline herein after called the **FIRST PARTY**

**AND**

**DADI INSTITUTE OF ENGINEERING & TECHNOLOGY** an Institution located Near NH-16, ANAKAPALLI, VISAKHAPATNAM - 531002, which was established in 2006 represented by **Dr. Challa Narasimham**, Principal, DIET herein after called as the **SECOND PARTY**.

### **Terms & Conditions:**

#### **1. Nature of Relationship**

- a) This MOU is for collaboration between both parties, for mutual benefit, for many purposes to enhance the quality of the educational experience for students of the college.
- b) This MOU shall be valid for three (3) years from the date of signing of MOU and each party shall be at full liberty to terminate the collaboration with a notice period of 1 month.

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Engineering & Technology  
ANAKAPALLE - 531 002

- c) Both parties shall take all reasonable steps to ensure successful completion of the collaboration and cooperate with each other in duly carrying out the obligation agreed upon.
- d) The second party shall provide all the necessary facilities such as infrastructure, Network and Internet Access required for education and training as training is conducted in the Institution.

## 2. Mutual obligation

- a) This Collaboration shall not be exclusive to both parties and shall not disallow each party from having similar collaboration with others. Except as expressly stated in this MOU, there shall be no obligation on any party to compensate the other in any manner to make any claim.
- b) Each party shall respect the others intellectual property (IP) and shall not use any trade name, trade mark, symbol or designation belonging to the other, without prior written approval. No party shall hold out as an agent or representative of the other or create any liability for the other.
- c) Both parties shall maintain confidentiality about any information, plans, discussions, strategies or any material which shall be deemed to be confidential and marked accordingly.
- d) Both the Parties should not interact with faculties provided by each other except for the purpose of the training program and should not hire or offer any other financial proposals to the aforesaid during the period of training program and for one year after completion of the training.

## 3. Limitations and Warranties

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



  
Dadi Institute of  
Engineering & Technology  
ANARAPALLE - 593 00

#### 4. General

- a) Both parties will designate a representative from its side who will be the primary point of contact on behalf of that party.
- b) COIGN will provide the list of faculties who will be involved in the training program.
- c) COIGN will provide schedules for all the training programs and tests.
- d) COIGN will be submitting the reports for all the examinations on time to time basis.
- e) COIGN to submit student progress report on regular basis
- f) Institution will provide the Labs with Internet facility for the conduction of the examinations for the students in case of offline training program
- g) COIGN will be responsible for the smooth handling of the Institution properties like Projector, Mic, Sound systems and COIGN will be held responsible for repairing & replacing the same in case of any damage.
- h) Institution is responsible for the conduction of the interim examinations for the students as per schedule.
- i) Institution is responsible for taking and maintaining the attendance of the students for the training program.
- j) Both parties shall not use the name of the other in any advertisement or make any public announcement without the prior written approval of the other.
- k) Any dispute under this MOU will be settled in Hyderabad through arbitration, if necessary.  
In witness where both the parties have set their hands to this MOU on the 05<sup>th</sup> Jan-2023 at Hyderabad.



PRINCIPAL  
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Engineering & Technology,  
ANAKAPALLE - 531 002

## 5. PURPOSE/SCOPE OF THE COLLABORATION:

- **M/S. COIGN CONSULTANTS PVT. LTD. i.e. First Party** shall conduct a Pre-Training Assessment Test and based on the results of the Assessment Test the students will be selected into 8 batches.
- **M/S. COIGN CONSULTANTS PVT. LTD. i.e. First Party** shall conduct 132 hours “**Campus Recruitment Training**” for 8 batches starting from 3<sup>rd</sup> year-2 Semester for the students in our Institution.
- **M/S. COIGN CONSULTANTS PVT. LTD. i.e. First Party** will conduct regular assessments at the end of each module during the training program.
- **M/S. COIGN CONSULTANTS PVT. LTD. i.e. First Party** will conduct end of phase assessments and submit the reports of the progress of students to the Institution.

**NOTE :- TRAINING CURRICULUM IS ATTACHED AS AN ANNEXURE**

## 6. Payment Terms:

Training services by the first party shall be compensated by second party under the following terms and conditions:

- i. The payment terms have been finalized as Rs. 3,500/- per student for the 132 hours program.
- ii. The payment should be made in the following manner
  - a) 25% of the payment to be made upfront before starting the phase 1
  - b) Another 25% after completion of the 50% of the training program
  - c) The next 25% should be made after completion of the 75% of the training program
  - d) The Final 25% shall be made after the completion of the Training Program
- iii. Payment should be provided in the form of a DD/Cheque made out to COIGN CONSULTANTS PVT. LTD. payable at Hyderabad.

## 7. Termination of Contract:

- a) This contract will be terminated based on the consensus of both parties.
- b) If the contract is terminated, payment due for hours worked must be paid to the First Party i.e. training provider COIGN CONSULTANTS PVT. LTD.

PRINCIPAL  
Dadi Institute of  
Engineering & Technology  
ANAKAPALLE - 531 002

**AGREED AND ACCEPTED**

**FOR COIGN CONSULTANTS PVT. LTD.**



**Mr. SESHU KANDREGULA**

Director,

COIGN CONSULTANTS Pvt. Ltd.

4F2, 5<sup>th</sup> Floor, Ballad Estates, Tarnaka

Secunderabad- 500017

Date: 05.01.2023.



**FOR DADI INSTITUTE OF ENGINEERING  
& TECHNOLOGY**



**Dr. CHALLA NARASIMHAM,**

PRINCIPAL,

DADI INSTITUTE OF ENGINEERING & TECHNOLOGY

NH-16, ANAKAPALLI, VISAKHAPATNAM

ANDHRA PRADESH - 531002.

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



## MEMORANDUM OF UNDERSTANDING

### BETWEEN

DADI – Institute of Engineering & Technology (A NAAC Accredited Institute)  
National Highway 5, Anakapalle, Visakhapatnam, Andhra Pradesh 531002

And

**DATAPRO COMPUTERS PVT. LTD.**  
**VISAKHAPATNAM**



This MEMORANDUM OF UNDERSTANDING is entered on – 20/02/2023

### BETWEEN

DADI – Institute of Engineering & Technology (A NAAC Accredited Institute)  
Yanam Road, Corangi, Andhra Pradesh 533461.



DADI - established in 2006 To create a world class academy of excellence, imparting quality technical education of global standards and to nurture future leaders of innovation.

Highlights of the College:

- Established in 2006

- Offers UG and PG programs

**Accreditations:**

- DADI is providing quality education since 17 years one of the reputed institutes in Visakha patnam District, AP affiliated to JNTU, Kakinada.
- College is Approved by AICTE, New Delhi.

**Mission:**

To create a learning environment to ignite young minds with passion to innovate.

AND

**DATAPRO COMPUTERS PVT. LTD.  
VISAKHAPATNAM**

**About Company:**

With the onset of computers' in India, computer competence became the new core skill for the modern workforce, the Datapro Computers Pvt. Ltd, popularly known as Datapro across the country, was established way back in 1990 by two visionaries, viz. Sri R. Sai Prasad and Sri S. Prasad, combination of Technocrat and Entrepreneur to provide affordable and employable computer skills for the masses.

With our trainers qualitative education to the trainees, constructive thinking by the Management and the positive approach towards placements of those trained candidates, with in a short span of time, it has emerged as leading multi-skill training provider in the Country covering 14 states-171 centers with 1000 plus Trainers.

This MOU shall commence from the date of its signing and shall continue for a period of Two years from date of its signing. Unless either party by notify in writing to the other party of its intention to terminate this MOU thirty days in advance.

This MOU is not legally binding contract and under no circumstances des this memorandum subject either of the parties to liability for breach, whether material or minor of contract or any other liability under national applicable law.

**DADI - Anapalle Road, visakhapatnam AP and Datapro Computers Pvt Ltd,** Visakhapatnam recognize that they share common goals and are desirous to establish a cooperative arrangement for mutual Benefit.

The said arrangement between DADI –Anapalle Road, Vizag AP and DATAPRO COMPUTERS PVT. LTD. VISAKHAPATNAM will be in the following areas:

**1. Curriculum Design & Delivery:**

- By nominating industry subject experts in the respective boards of studies.

- By offering Training to the faculty members in the contemporary technologies.
- By offering the course delivery for the industry driven core electives and one credit courses beyond the curriculum.

**2. Industrial Projects & Consultancy:**

- Provide support in taking up and formulation of the joint research proposals.
- Participate in handling the industry related consultancy projects.
- Provide collaborative consultancy services in the areas where ever applicable.
- Submit the collaborative funded research projects to the funding agencies.

**3. Industry visits and Internship:**

- Support in organizing industry visits in the respective disciplines
- Provide opportunities for summer and Full semester internships.

**4. Guest Faculty / Visiting Faculty/Resource Person from industry:**

- Nominate senior subject experts from industry as Subject Experts
- Depute senior HR/Technical personnel for general motivational sessions.
- Conduct employability orientation programs for the students.

**5. Utility of the infrastructure:**

- DADI – Anakapalle Road, Visakhapatnam - AP offers in sparing the available lab facilities for the technical training and consultancy work related to the industry.

**Terms and Conditions:**

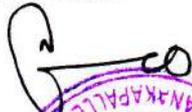
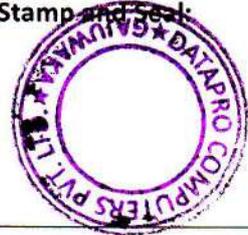
- Both DADI – Anakapalle Road, Visakhapatnam - AP and DATAPRO COMPUTERS PVT LTD., Visakhapatnam shall nominate a SPOC from both side to oversee and ensure that all the activities under the MOU are taken up with true spirit

**6. Indicative outcomes of the MOU:**

Item	Item Description	Target / Year
1	Industrial Projects & Consultancy	1-2 collaborative consultancy project
2	Workshops for students	02 (01 per semester as per the availability of students)
3	Faculty Development / Management Development Programmes	In the ration of 1:1
4	Full Semester Internship	10-15 students (Subjects to seats availability with industry)
5	Guest Faculty/ Visiting Faculty/ Resource Person from Industry	1-2 Recourse persons from industry

IN WITNESS WHEREOF the parties here to have executed this understanding on the day and date as below

WITNESS

<p>For </p> <p>DADI - Institute of Engineering &amp; Technology (A NAAC Accredited Institute) National Highway 5, Anakapalle, Visakhapatnam, Andhra Pradesh 531002</p> <p>Name: Dr.CHALLA NARASIMHAM Designation: Principal Signature : </p> <p>Date: 20-02-2023</p> <p>Stamp and Seal: </p> <p>Place: Anakapalle, Visakhapatnam -AP</p>	<p>For <i>N. B. V. PRASAD</i></p> <p>DATAPRO COMPUTERS PVT. LTD. VISAKHAPATNAM</p> <p>GST Number: 37AADCD0138J1ZT. Company CIN: U72900AP2008PTC061122.</p> <p>Name : N.B.V.PRASAD Designation : Centre Manager Signature : <i>N. B. V. Prasad</i></p> <p>Date: 20-02-2023</p> <p>Stamp and Seal: </p>
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WITNESS

1. Business Development, Datapro Computers Pvt. Ltd, Visakhapatnam
2. Hemanth Kumar Yerrabolu TPO, DADI – Institute of Engineering

- SK   




## MEMORANDUM OF UNDERSTANDING



This MoU is between Must FinTech Technologies Ltd., a South Korean Company with its registered office at 240, Olympic-ro, Songpa-gu, Seoul, South Korea (hereafter referred to as “MUFIN”) and Dadi Institute of Engineering & Technology, NH-16, Anakapalle, Visakhapatnam. Here after referred to as “University”) for the purpose of enriching **the On-Job Training and Placements of Students post completion of their Education in their respective disciplines.**

(Hereinafter referred to, collectively, as the “Parties” and, individually, as a “Party”)

WHEREAS Dadi Institute of Engineering & Technology is committed to educational excellence.

And

MUFIN is one of South Korea’s leading global IT SERVICE Companies providing engineering services, software-led IT solutions, remote infrastructure management services, etc.

NOW, THEREFORE, the Parties wish to set forth their principal mutual understanding regarding the matters set out above

### **Nature of Relationship**

This MoU is for collaboration between the two parties, for mutual benefit, for the purposes set out in Annexure to enhance the smooth process of placements between reputed Educational Institution and the company.

This MoU shall be valid for 3 years from the date and each party shall be at full liberty to terminate the collaboration, with a notice period of 3 months in writing to the letter address given in the MoU.

Both parties shall take all reasonable steps to ensure the successful completion of the collaboration, and co-operate with each other to duly carrying out the obligation agreed upon.

MUFIN shall provide the University agreed information and materials as needed or to be added in Annexure, and the Institute shall use these as per MUFIN guidelines. The University will have to bear all expenses such as providing infrastructure, network and Internet access and other facilities required for the education and training and remote interviews.

### **Mutual obligation**

This collaboration shall not be exclusive to both parties and shall not disallow each party from having similar collaboration with others. Except as expressly stated in this MoU, there shall be no obligation on any party to compensate the other in any manner or any claim.

Each party shall meet the expenses between them as mutually agreed.

Each party shall respect the other's Intellectual Property (IP) and shall not use any trade name, trade mark, symbol or designation belonging to the other, without prior written approval. No Party shall acquire any right in the other Party Intellectual Property pertaining to any information disclosed by the Party pursuant to this MoU and any Intellectual Property so disclosed shall be owned, controlled and remain vested in the party disclosing such Intellectual Property. No party shall hold out as an agent or representative of the other or create any liability for the other. The parties shall indemnify the other for breach of this clause.

Both parties shall maintain confidentiality about any information, course material, plans, discussions, strategies or any material which shall be deemed to be confidential and marked accordingly. Any information, course material or the like in the public domain shall not be part of this commitment.

#### **Limitation of Liability, Warranties and Non-Solicitation**

Each party shall ensure that the other is not put to any liability for any act of the respective party. Neither party shall be liable towards the other for any losses or damages under this MoU whether direct, special, indirect, incidental, consequential (including loss of profit), exemplary or punitive damages whether in contract, tort or other theories of law, and even if such other party has been advised of the possibility of such damages, nor for any loss of profit or revenue, or loss of goodwill or reputation.

Each party represents that they have the full power and authority to enter into this MoU in general. The parties hereby exclude all warranties, whether express, implied or by operation, course of dealing, trade usage, representation statement or otherwise, including but not limited to any implied warranty of merchantability or fitness for a particular purpose

Each party shall ensure that they do not actively solicit or hire the faculty or employee of the respective parties who have been involved in activities mentioned.

#### **General Information**

MUFIN and Dadi Institute of Engineering & Technology – focus area Information Technology students.

Both parties will designate a representative from its side who will be the primary contact on behalf of that party.

Both parties shall not use the name of the other in any advertisement or make any public announcement without the prior written approval of the other.

Both the parties agree that MUFIN is not obliged on account of this MoU to recruit any fixed number of students from the Institute.

## ANNEXURE

### **PURPOSE / SCOPE OF THE COLLABORATION**

1. The purpose of this MoU is to establish a collaborative relationship between MUFIN and the Dadi Institute of Engineering & Technology to provide job opportunities to Institution graduates and enable MUFIN to utilize the Institution's talent pool for enhancing its business capabilities.
2. Collaboration: MUFIN will collaborate with the Dadi Institute of Engineering & Technology to offer job opportunities to Institution graduates, while the Dadi Institute of Engineering & Technology will support the graduates in finding employment. To achieve this, the following measures will be taken:
  - MUFIN will provide job openings to the Dadi Institute of Engineering & Technology's Career Services Center / Placement Office.
  - The Dadi Institute of Engineering & Technology will encourage and support its graduates to apply for the job openings provided by MUFIN.
  - MUFIN will conduct interviews and select the most suitable candidates from the pool of applicants recommended by the Dadi Institute of Engineering & Technology.
  - MUFIN will provide necessary training to the selected candidates to enhance their skills and competencies.
  - Dadi Institute of Engineering & Technology will track the progress of its graduates employed by MUFIN and provide feedback to MUFIN on their performance.
1. Duration: This MoU shall be effective from the date of its signing and shall remain in effect for a period of 3 (Three) years unless terminated by mutual consent of both parties.
2. Confidentiality: All information and data shared between MUFIN and the Dadi Institute of Engineering & Technology in the course of this collaboration shall be treated as confidential and shall not be disclosed to any third party without the prior written consent of both parties.
3. Liability: Neither party shall be held liable for any loss, damage, or injury arising from the actions or omissions of the other party in connection with this MoU.
4. Amendment: Any amendments or modifications to this MoU must be made in writing and signed by authorized representatives of both parties.
5. Signatures: This MoU is executed in duplicate, with one copy for each party.

### **Placement Program**

1. MUFIN will run hiring process with the Dadi Institute of Engineering & Technology.
2. MUFIN will provide with the needful virtual training and other infrastructure for the hiring process.

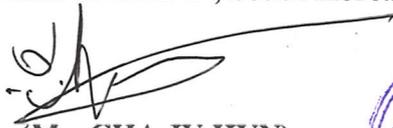
**Technology Cooperation**

1. MUFIN and Dadi Institute of Engineering & Technology will identify technical areas in which both will cooperate for Research among other things.

**Institute:**

1. We design IT and placement programs that will suit the Industry.
2. Sharing Industry-oriented Technology and knowledge.
3. Work with institute to help align the industry requirements.

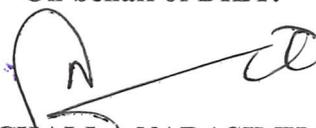
**On behalf of MUFIN, South Korea**



**(Mr. CHA JU HUN)**  
**Chief Executive Officer**  
Must FinTech Techologies Ltd.,  
240, Olympic-ro, Seoul  
South Korca



**On behalf of DIET.**



**(Dr. CHALLA NARASIMHAM)**  
**Principal**  
Dadi Institute of Engineering & Technology  
NH-16, Anakapalle, Visakhapatnam – 531 002  
Andhra Pradesh

**Witnesses:**

1. 
2. 

**Witnesses:**

1. 
2. 



INDIA NON JUDICIAL



Government of Andhra Pradesh

IN-AP37593582821850V

e-Stamp

Certificate No. : IN-AP37593582821850V  
Certificate Issued Date : 01-Nov-2023 04:48 PM  
Account Reference : NEWIMPACC (SV)/ ap18006304/ AP-AKP/ AP-AKL/apmadappu  
DDO Code : 27002308001 O/o IG R  
Unique Doc. Reference : SUBIN-APAP1800630465304233431968V  
Purchased by : DR R VAIKUNTA RAO  
Description of Document : Article 7 Agreement  
Property Description : MOU AGREEMENT  
Consideration Price (Rs.) : 0  
(Zero)  
First Party : PRINCIPAL DADI INSTITUTE OF ENGINEERING AND TECH  
Second Party : Not Applicable  
Paid By : PRINCIPAL DADI INSTITUTE OF ENGINEERING AND TECH  
Stamp Duty Amount(Rs.) : 50  
(Fifty only)



Please write or type below this line

## MEMORANDUM OF UNDERSTANDING (MoU)

(To implement an up-skilling program in Internet of Things (IoT) technology in collaboration with C-DAC & IEEE for the benefit of SC & ST students)

BETWEEN

**DADI INSTITUTE OF ENGINEERING & TECHNOLOGY (AUTONOMOUS),  
N.H- 16, ANAKAPALLE, VISAKHAPATNAM - 531002, ANDHRA PRADESH  
&  
CSC ACADEMY,**

**Office: INSPIRE EDUCATION, VISAKHAPATNAM, ANDHRA PRADESH – 530022**

This Memorandum of understanding was entered on 02<sup>nd</sup> November 2023 between Dadi Institute of Engineering & Technology (Autonomous) , National Highway 16, Anakapalle, Visakhapatnam - 531002, Andhra Pradesh, India. hereinafter referred to as the "First Party".

And

CSC Academy, Office at Inspire Education, #54-10-56, Besides Taruni Square, Isukathota, Visakhapatnam, Andhra Pradesh – 530022, India hereinafter referred to as the " Second Party".

IE 0015376802

### Statutory Alert:

1. The authenticity of this Stamp certificate should be verified at "www.shcilestamp.com" or using e-Stamp Mobile App of Stock Holding. Any discrepancy in the details on this Certificate and as available on the website / Mobile App renders it invalid.
2. The onus of checking the legitimacy is on the users of the certificate.
3. In case of any discrepancy please inform the Competent Authority.

## **Background:**

- 1) Dadi Institute of Engineering & Technology (Autonomous), National Highway 16, Anakapalle, Visakhapatnam - 531002, Andhra Pradesh, India. is a well-established educational institution providing higher education to a diverse student population in Andhra Pradesh.
- 2) The CSC Academy is delivering various Government of India-sponsored skill and education programs, in addition to courses from the private sector. Many of them are funded under Government schemes or under Corporate Social Responsibility.

## **Objective:**

The First Party and the Second Party mutually agree to collaborate on an up-skilling program in Internet of Things (IoT) technology in collaboration with C-DAC & IEEE for the benefit of SC & ST students pursuing Undergraduate and Post-Graduation courses at Dadi Institute of Engineering & Technology (Autonomous), Anakapalle, Andhra Pradesh

## **Scope of Collaboration:**

- 1) The Second Party shall provide a comprehensive IoT up-skilling program consisting of two distinct courses:
  - (a) Program 1: Software IoT
  - (b) Program 2: Embedded & Application IoT
- 2) The training program will be conducted virtually, spanning a total duration of 280 hours.
- 3) The Second Party shall ensure that the training enrollment process and training to be conducted free of cost for the selected SC & ST students.

## **Responsibilities:**

- 1) The First Party shall identify all eligible SC & ST students from the college to participate in the up-skilling program and enroll the students.
- 2) The First Party shall provide the necessary infrastructure and support for Enrollment.
- 3) The First Party shall ensure all complete the course.
- 4) The Second Party shall register all the eligible SC & ST students, who are identified by First Party.
- 5) The Second Party shall enroll all the students short-listed and selected by C-DAC / IEEE in any one course mentioned in the scope of collaboration as per the student's choice.



6) Upon successful completion of the program, the Second Party shall facilitate the issuance of IEEE-certified certificates to the students.

**Terms and Conditions:**

- 1) The collaboration period commences on 02.11.2023 and it will be effective for a year which can be extended based on mutual consent and subject to the availability of the scheme.
- 2) Both parties shall maintain the confidentiality of any proprietary information shared during the collaboration.
- 3) Any modifications or amendments to this MoU shall be made in writing and agreed upon by both parties.
- 4) This collaboration is subject to the availability of resources and compliance with both CSC Academy and government regulations.
- 5) Either party may terminate this collaboration by providing written notice at least 30 days prior to the intended termination date.

This MoU will become effective from the date of execution as mentioned above.

For **Dadi Institute of Engineering & Technology**

For **CSC Academy**

*R. Vaikunta Rao*  
02/11/23  
Dr. R. Vaikunta Rao  
Designation: Principal  
Date: 02.11.2023  
**PRINCIPAL**  
**Dadi Institute of Engineering & Technology**  
**ANAKAPALLE - 531 002.**

*Y. Ram Mohana Rao*  
Y Ram Mohana Rao  
Designation: VLE  
Date: 02.11.2023

**Witnessed by:**

**Witnessed by:**

*A. Venkateswara Rao*  
02/11/23  
Name: A. Venkateswara Rao  
Designation:  
Date: 02.11.2023

*P. Sowjanya*  
Name: P Sowjanya  
Designation: Operations Executives  
Date: 02.11.2023





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Government of Andhra Pradesh

IN-AP37595353236441V

e-Stamp

Certificate No. : IN-AP37595353236441V  
Certificate Issued Date : 01-Nov-2023 04:52 PM  
Account Reference : NEWIMPACC (SV)/ ap18006304/ AP-AKP/ AP-AKL/apmadappu  
DDO Code : 27002308001 O/o IG R  
Unique Doc. Reference : SUBIN-APAP1800630465308957802668V  
Purchased by : DR R VAIKUNTA RAO  
Description of Document : Article 7 Agreement  
Property Description : MOU AGREEMENT  
Consideration Price (Rs.) : 0  
(Zero)  
First Party : PRINCIPAL DADI INSTITUTE OF ENGINEERING AND TECH  
Second Party : Not Applicable  
Paid By : PRINCIPAL DADI INSTITUTE OF ENGINEERING AND TECH  
Stamp Duty Amount(Rs.) : 20  
(Twenty only)



Please write or type below this line

**MEMORANDUM OF UNDERSTANDING (MoU)**

(To implement skill development programs/courses for the benefit of students and Faculties)

**BETWEEN**

**DADI INSTITUTE OF ENGINEERING & TECHNOLOGY (AUTONOMOUS),  
N.H- 16, ANAKAPALLE, VISAKHAPATNAM - 531002, ANDHRA PRADESH  
&  
CSC ACADEMY,**

**Office: INSPIRE EDUCATION, VISAKHAPATNAM, ANDHRA PRADESH – 530022**

This Memorandum of understanding was entered on 02<sup>nd</sup> November 2023 between Dadi Institute of Engineering & Technology (Autonomous), National Highway 16, Anakapalle, Visakhapatnam - 531002, Andhra Pradesh, India. hereinafter referred to as the "First Party".

**And**

CSC Academy, Office at Inspire Education, #54-10-56, Besides Taruni Square, Isukathota, Visakhapatnam, Andhra Pradesh – 530022, India hereinafter referred to as the " Second Party".

**IE 0015376804**

**Statutory Alert:**

1. The authenticity of this Stamp certificate should be verified at [www.shcilestamp.com](http://www.shcilestamp.com) or using e-Stamp Mobile App of Stock Holding. Any discrepancy in the details on this Certificate and as available on the website / Mobile App renders it invalid.
2. The onus of checking the legitimacy is on the users of the certificate.
3. In case of any discrepancy please inform the Competent Authority.

**Background:**

- 1) Dadi Institute of Engineering & Technology (Autonomous), National Highway 16, Anakapalle, Visakhapatnam - 531002, Andhra Pradesh, India. is a well-established educational institution providing higher education to a diverse student population in Andhra Pradesh.
- 2) The CSC Academy is delivering various Government of India-sponsored skill and education programs, in addition to courses from the private sector. Many of them are funded under Government schemes or under Corporate Social Responsibility.

**Objective:**

The First Party and the Second Party mutually agree to collaborate to offer and implement skill development programs on designated LMS for the benefit of students and Faculties at Dadi Institute of Engineering & Technology (Autonomous), Anakapalle, Andhra Pradesh

**Scope of Collaboration:**

- 1) The Second Party shall provide an enrollment facility to the Bridge Course for Internet of Things Software Analyst for both faculties and students of the First Party. The training program will be conducted on the FutureSkills PRIME platform virtually (Self-Paced Learning in Online- Mode / Blended Learning 24\*7 Virtual Labs), spanning a total duration of 90 hours. The Second Party shall ensure that the training registration and training enrollment process is to be conducted at a concessional price provided by the C-DAC.
- 2) The Second Party shall provide an enrollment facility for the listed skill development programs/courses for both faculties and students of the First Party on designated LMS. The training program will be conducted virtually (Self-Paced Learning in Online- Mode / Blended Learning 24\*7 )

**Responsibilities:**

- 1) The First Party shall identify all eligible students and faculties from the college to participate in the Bridge Course for Internet of Things Software Analyst.
- 2) The First Party shall avail all the students and staff to register for the listed skill development programs/courses on designated LMS through the CSC Academy portal.
- 3) The First Party shall provide the necessary infrastructure and support for the Enrollment process.

- 4) The Second Party shall register all the eligible faculties and students, who are identified by First Party.
- 5) Upon successful completion of the program (Bridge Course for Internet of Things Software Analyst), students will receive a certificate jointly issued by C-DAC and NASSCOM & Ministry of Electronics and Information Technology, Government of India

### **Payment Terms and Conditions**

This Memorandum of Understanding (MOU) outlines the payment terms and conditions agreed upon between Dadi Institute of Engineering & Technology (Autonomous), Anakaplle, and CSC Academy for the provision of services related to the registration of designated LMS. Both parties hereby acknowledge and agree to the following terms:

For “Bridge Course for Internet of Things Software Analyst” provided by C-DAC is Rs. 100 + GST per enrollment. The fee will be paid by the student directly on the FutureSkills PRIME platform while registering for the program.

The payment for the registration process of designated LMS provided by CSC Academy is Rs. 158/- per enrollment for skill development programs.

- a) **Completion of Payment:** 100% of the total amount shall be paid by Dadi Institute of Engineering & Technology (Autonomous), Visakhapatnam within 5 days to CSC Academy upon successful completion of the onboarding process of designated LMS as outlined in the scope of Collaboration.
- b) **Invoice Submission:** CSC Academy shall provide an invoice for the payment upon successful completion of the registration process of the designated LMS.

### **Terms and Conditions:**

- 1) The collaboration period commences on 02.11.2023 and it will be effective for 3 years which can be extended based on mutual consent and subject to the availability of the scheme.
- 2) Both parties shall maintain the confidentiality of any proprietary information shared during the collaboration.
- 3) Any modifications or amendments to this MoU shall be made in writing and agreed upon by both parties.

- 4) This collaboration is subject to the availability of resources and compliance with both CSC Academy and government regulations.
- 5) Either party may terminate this collaboration by providing written notice at least 30 days prior to the intended termination date.
- 6) The CSC Academy shall offer free registration for designated LMS to teaching Staff at the rate of one member for every 50 students enrolled at Dadi Institute of Engineering & Technology(Autonomous), Visakhapatnam, Andhra Pradesh

### Governing Law and Jurisdiction

This MoU shall be governed by and construed in accordance with the laws of Government of India. Any disputes arising in connection with this MoU shall be subject to the exclusive jurisdiction of the courts in New Delhi.

This MoU will become effective from the date of execution as mentioned above.

For **Dadi Institute of Engineering & Technology**

  
02/11/23

Dr. R. Vaikunta Rao

Designation: **PRINCIPAL**

Date: 02.11.2023  
**Dadi Institute of Engineering & Technology**  
ANAKAPALLE - 531 002

For **CSC Academy**

  
Y Rammohana Rao

Designation: V.I.E

Date: 02.11.2023



Witnessed by:



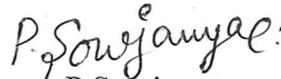
Name: Dr. Rama Kumar P B

Designation: Associate Professor

Date: 02.11.2023



Witnessed by:



Name: P Sowjanya

Designation: Operations Executives

Date: 02.11.2023

**MEMORANDUM OF AGREEMENT ON KNOWLEDGE PARTNERSHIP**

**between**

**THE ART OF LIVING (TAOL)**

**and**

**DADI INSTITUTE OF ENGINEERING AND TECHNOLOGY,  
VISAKHAPATNAM**

**IN CONNECTION WITH**

**IMPARTING the Youth Empowerment & Skills Program for students and the  
Faculty Development Program (FDP) for teaching and non-teaching staff at  
Dadi Institute Of Engineering And Technology, Visakhapatnam**

  
*Principals*  
PRINCIPAL  
Dadi Institute of  
Engineering & Technology  
ANAKAPALLE - 531 002



WHO defines Life Skills as 'the abilities for adaptive and positive behaviour that enable individuals to deal effectively with the demand and changes of everyday life.' The Art of Living programs are specially designed to develop the Knowledge Aspects which the New Education Policy (NEP) 2020 refers to as "liberal arts" – soft skills such as communication, discussion, debate, teamwork, social and moral awareness.

This partnership between TAOL and DIET aims to train students in the above knowledge aspects of "Liberal Arts" to give students a holistic, multi-disciplinary & value-based education via TAOL's tried and tested student development programs to develop all capacities of human beings - intellectual, aesthetic, social, physical, emotional, and moral in an integrated manner.

#### **B) For Faculty and Staff -**

Faculty members are the cornerstone of any educational institute as they are instrumental in shaping the future of students. The tremendous stress and burn out the faculty and staff go through along with the various challenges in their professional and personal life, affects their delivery, compliment and overall performance. It is imperative that we equip the faculty and staff with the right tools and techniques that empower them to deal with the challenges, have more resilience, improved efficiency and productivity. The partnership provides an opportunity to train faculty and staff in mind management techniques, leadership skills, life skills in addition to the technical training which the University provides. The Art of Living program aims to empower the faculty and staff with the practical tools and techniques to get rid of stress, anxiety, negativity and achieve calm and peaceful mind which in turn helps them in day-to-day life through renewed sense of enthusiasm and optimism, harmonious interpersonal relationships, better decision making, sense of connectedness and ability to work in teams.

#### **i) Programs offered by TAOL:**

TAOL will conduct the following program at DIET:

Youth Empowerment & Life Skills (YES!+) Program for the students aged 18+,  
and

Faculty Development Program (FDP) for Teachers and staff  
as well as

Seminars on Mind Management, Stress Management, Human Values, Excellence in Learning and Life Skills.

#### **ii) Program Content:**

The programs cover one or more of the following modules, depending on the profile of the participants:

- Coping with stress and emotions - Breath connection
- Education: A holistic perspective
- Interpersonal Relationship & People skills
- Responsibility, Initiative & Leadership

PRINCIPAL  
Dadi Institute of  
Engineering & Technology  
ANAKAPALLE - 521 022



and will remain in force for three years till 28/2/2027.

**6. Modification:**

The Agreement may be amended in writing by mutual consent between the two Partners.

**7. Confidentiality:**

Absolute confidentiality of the information exchanged between the Partners concerning the subject matter of this Agreement shall be strictly maintained.

**8. Termination:**

Either Partner may, without any termination obligations and liability, terminate this Agreement for any reason by providing notice in writing of at least 30 days to the other Partner.

**9. No Legal Obligations:**

The Partners agree that provisions contained in this Agreement do not create any legal obligations between the Partners, save for the confidentiality provisions and Termination provisions in this Agreement.

**10. Assignment:**

This Agreement cannot be assigned to any third party, without the prior written consent of the other Party.

**11. Limitation of Liability:**

Except for claims that may arise pursuant to Confidentiality and termination clauses, in no event shall either Party be liable to the other for any damages including, without limitation, direct, speculative, indirect, incidental, special or consequential damages in connection with this Agreement.

**12. Governing Law and Jurisdiction:**

This Agreement shall be governed by and construed in accordance with the laws of India and subject to Karnataka jurisdiction.

**13. SIGNATURES:**

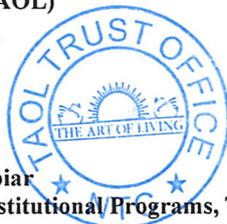
Signed, on the 30/1/2024

For The Art of Living (TAOL)

Sign:



Name: Shri Rajeev Nambiar  
Designation: Director, Institutional Programs, The Art of Living



For Dadi Institute Of Engineering And Technology, Visakhapatnam

Sign:



Name: Dr. R. Vaikunte Rao  
Designation: Principal

PRINCIPAL  
Dadi Institute of  
Engineering & Technology  
ANAKAPALLE - 531 002.



(Witness)  
RAJESH KUMAR, TAOL  
staff)



(Witness)  
Y. Hemant Kumar  
TPO



1<sup>st</sup> Floor of Surya Chandra Dept. Stores Building, Steel Plant General Hospital Road, Vepachettu Junction  
AGANAMPUDI, Visakhapatnam, softtechsolutions.vizag@gmail.com, www.softtechsolutions.in  
MOBILE : 81259 34357, 99481 34357 GST 37ALCPP5593J1ZJ

## Memorandum of Understanding



M/s SOFT-TECH SOLUTIONS, Visakhapatnam and DADI INSTITUTE  
OF ENGINEERING AND TECHNOLOGY, Anakapalle

Date of Contract: 3<sup>rd</sup> April, 2024

TIL Details: SOFT-TECH SOLUTIONS, Steel Plant General Hospital Road,  
Aganampudi, Visakhapatnam- 530046

Institution Details: DADI INSTITUTE OF ENGINEERING AND TECHNOLOGY,  
ANAKAPALLE

Academic year: 2024-25

Certification Name: TALLY ESSENTIALS LEVEL - 1

Certification Duration Hours: (45 Hours)

Financials:

Fee: Rs.2, 500/-

Services: Assessment and Certification to students.

M/s Soft-Tech Solutions and Dadi Institute of Engineering and Technology We share the common vision of empowering the students by imparting industry-relevant skill sets and increasing their employability.

To achieve our common goal M/s **Soft-Tech Solutions** and **Dadi Institute of Engineering and Technology** would collaborate on the following framework to execute the student's training.

**Role of M/s Tally Institute of Learning:**

1. To provide the Digital Content for **TALLY ESSENTIALS LEVEL - 1** training.

2. To provide support for the execution of training in terms of technical know-how.
3. To conduct online assessments for the students enrolled in the training as per the details shared by **Dadi Institute of Engineering and Technology**.
4. To issue a Tally course completion certificate (digital), to all the students who has successfully qualified for the online assessments

**Role of Dadi Institute of Engineering and Dadi Institute of Engineering and Technology:**

1. To provide the required infrastructure for conducting campus training.
2. To organize the online assessments as per the Tally Education assessment guidelines.
3. To make payment to TIL (MBS Information Technologies) before registering the candidates in the TEPL Portal.

**Payment Terms:**

As per TIL M/s **Soft-Tech Solutions**

M/s **Soft-Tech Solutions**

Authorized signatory



Dadi Institute of Engineering and Technology

*[Handwritten signature]* 3/4/2024

Authorized signatory with seal



PRINCIPAL  
Dadi Institute of  
Engineering & Technology  
ANAKAPALLE - 531 002.

## MEMORANDUM OF UNDERSTANDING

This **Memorandum of Understanding** (hereafter referred to as **MoU**) is made and entered into this day of 17th May 2024. (Hereinafter referred to as "Effective Date") at Anakapalle by and among.

### BY AND BETWEEN

FIRST PARTY INFORMATION	SECOND PARTY INFORMATION
Company legal name: Collegedunia Web Pvt Ltd	Company legal name: Sarada Educational Trust
Tax ID (GST IN): 06AAFCC5173J1ZK	Tax ID (GST IN):
PAN Number: AAFCC5173J	PAN Number: AACTS1180R
TAN Number:	TAN Number: VPNS00808D
Trading as: Collegedunia.com	Trading as: Dadi Institute of Engineering & Technology (or) diet.edu.in
Corporate address: 418-419, 4th Floor, AIHP Signature Tower, Udyog Vihar, Phase - IV, Gurugram - 122015, Haryana, India	Registered address: National Highway 16, Anakapalle, Visakhapatnam, Andhra Pradesh 531002
POC Name: Kumar Chaganti Email: Kumar.Chaganti@collegedunia.com Mobile: 7702986269	POC Name: Mr. A. Krishna Nag Email: academics@diet.edu.in Mobile: 9963694444
For Escalation POC Name: Rajesh Mummaneni Email: Rajesh@collegedunia.com Mobile: 9494858694	For Escalation POC Name: Dr.R Vaikunta Rao (Principal) Email: principal@diet.edu.in Mobile: 9963993229
The Second Party unless repugnant to the context or meaning or hereof, shall include its sister companies, associated companies including Partnership firm, LLP(s) its successors(s), administrator(s) or permitted assignee(s).	



PRINCIPAL  
Dadi Institute of  
Engineering & Technology  
ANAKAPALLE - 531 002.

BOTH FIRST & SECOND PARTIE's be individually referred to as "PARTY" and collectively as "Parties or Consortium".

WHEREAS, the First Party is a website portal running college search engine in the name and style of www.collegedunia.com whereby promoting various educational institutes and courses being an intermediary between the Second Party and the users of the web portal of the First Party;

WHEREAS, the Second Party is a recognized educational institute/university providing various courses to the students being enrolled with them and the Second Party being interested in the website portal of the First Party is associating with them under the terms of the MOU for promoting/advertising the courses offered by them to the viewers on the website portal;

NOW, THEREFORE, IN CONSIDERATION OF THE PROMISES AND THE MUTUAL COVENANTS OF THE MOU HEREINAFTER SET FORTH, THE PARTIES HEREBY AGREE TO THE FOLLOWING:

**1. DEFINITION:**

- a. 'Advertisement' means the services being offered by the First Party under the terms of the user as stipulated in the website portal of www.collegedunia.com.
- b. 'Advertisement Confirmation Order' means written confirmations; insertion order; work order from the second party and including but not limited to telephonic confirmation from the Second Party and backed by confirmation from either of the parties for running a branding campaign(Non-performance based) only without any commitment on lead generation etc.

**2. TERM:**

This MOU shall come into force from the date of signing and/or receiving Advertisement Confirmation Order and shall remain valid till **July 2024 or till the end of the admission cycle for the academic year 2024**, whichever is later unless and otherwise terminated by either party as mentioned in clause 4 hereinafter

**3. PRICING & PAYMENTS**

1. For the consideration of providing services under this agreement by the First Party to the Second Party, the Second Party agrees to the payment terms and schedule as mentioned in this MOU.
2. The Second Party agrees that the charged amount is non-refundable.
3. First party shall raise the invoice upon the Second Party for the aforesaid installments and in event, the First Party fails to raise the invoice, the payment stipulated under the payments terms becomes payable by the Second Party as per the payment terms of the MOU.

4. The Second Party agrees to make the payment within ten (10) days of the date of the invoice. Upon such default, the campaign will be paused till the next payment is released.
5. Any delay in the payment of installments by the second party, in addition to the installment due, will attract interest of 18% PA on the installment amount calculated from the due date till the date of receipt of the payment by the first party.
6. Second Party agrees and warrants that in event it fails to clear the payments under the terms of the MOU, the First Party is entitled to recover the due amount along with interest at the rate of 18% as stipulated above inter alia from second party including its promoters/Trustees/associated companies, its sister companies, including Partnership firm, LLP(s) associate with the second party in whatsoever manner.
7. The second party shall release the payments to the bank of the First Party as per the following details:

**BANKING DETAILS OF FIRST PARTY**

ACCOUNT HOLDER	COLLEGEDUNIA WEB PVT. LTD.
ACCOUNT NUMBER	50200014527292
BANK NAME	HDFC BANK LTD
BRANCH NAME	CHANDNI CHOWK, NEW DELHI
IFSC CODE	HDFC0000572
PAN NO	AAFCC5173J
GST NO	06AAFCC5173J1ZK



**Details of Campaign and Payment Terms**

**Campaign Payment Bifurcation**

<b>S.No</b>	<b>Campaign Bifurcation</b>	<b>Deal Amount</b>	<b>Advance %</b>
	<b>Branding Campaign</b> (Non- Refundable and non-performance based)	<b>17,241 Rs</b>	<b>100%</b>
	<b>Total Branding Campaign Size</b>	<b>17,241 Rs</b>	<b>100%</b>

\*All Amounts mentioned above are excluding GST - an 18% GST will be applied to all payments.

**Payment Schedule**

<b>S.No</b>	<b>Campaign Bifurcation</b>	<b>Details of Payment</b>	<b>Amount</b>
<b>1)</b>	<b>Branding Campaign (Non-Refundable and non-performance based)</b>	100% Advance	17,241 Rs
<b>Total Campaign Size</b>			<b>Total INR 17,241 +GST</b>

\*All Amounts mentioned above are excluding GST - an 18% GST will be applied to all payments.

**4. TERMINATION OF MOU**

1. This MoU can be terminated on mutual consent of both the parties without assigning any reason, but by giving 60 days explicit advance written notice to the other party.
2. This MoU can be terminated with immediate effect by either party if the other party fails to rectify any violation of the terms and conditions of this Agreement provided that a prior notice of not less than 10 (ten) days of such violation has been given to the other party.
3. The First Party may, (with a short notice, terminate or suspend)the Agreement with immediate effect in case any of the installment payable by the Second Party remains due for more than 30 days.
4. Termination under this Clause shall not absolve the Second Party from any of its liability, obligations and duties under this Agreement arising out of the services rendered by the First Party prior to such termination.

**5. POINT OF CONTACT**

Point of contact from first party shall be as follows:

Name	Designation	Email Id	Mobile
Kumar Chaganti	Customer Success Manager	Kumar.Chaganti@collegedunia.com	7702986269
Rajesh Mummaneni	Regional Head – Andhra Pradesh & Telangana	Rajesh@collegedunia.com	9494858694

Point of contact from second party shall be as follows:

Name	Designation	Email Id	Mobile
Mr. A. Krishna Nag	Associate Dean Academics	academics@diet.edu.in	9963694444
Dr.R Vaikunta Rao	Principal	principal@diet.edu.in	9963993229

For the escalation purpose, either parties can mail/write to the above point of contact, or the party shall respond within 24 hours.

**6. ARBITRATION & CONCILIATION**

If any dispute, difference, question or disagreement shall at any time arise between the parties hereunder or any matter whatsoever to this contract/MoU, then in such an event parties agree to refer to a Sole Arbitrator being appointed with the consent of the parties in accordance with the provisions of The Arbitration and Conciliation Act 1996. The decision of the Sole Arbitrator shall be final and binding on both the parties. The venue and the seat of the Arbitration shall be at New Delhi, Delhi.

**7. JURISDICTION**

This MOU shall be governed by and construed in accordance with the Indian Contract Act, 1872 and Information and Technology Act, 2000 and courts at New Delhi only shall have exclusive jurisdiction. In the event of any difference(s) or dispute(s) arising out of the interpretation or application of the provisions of this MOU, the Parties shall immediately consult each other with the view to expeditiously resolve such differences or disputes in a spirit of mutual understanding and cooperation.

#### **8. INDEMNITY**

Second Party hereby agrees to indemnify, reimburse, defend and hold harmless the First Party, its affiliates and other officers, directors, employees, agents, successors and assigns, from and against any and all costs, losses, damages, lawsuits, deficiencies, claims and expenses (including court costs and reasonable attorney's fees) incurred or suffered by the First Party in connection with or arising out of or resulting from or incidental to;

- (i) Any action or omission with respect to the content/schemes/information/material provided by Second Party to the First Party for the purpose of Campaign under this Agreement;
- (ii) Any breach of obligations, representations and warranties as set out in this Agreement by the Second Party or any of its officers, employees or representatives;
- (iii) Any harm to the properties, reputation and goodwill of the First Party directly attributable to the acts or omissions of the Second Party or any of its officers, employees or representatives

#### **9. FORCE MAJEURE**

Neither Party will be liable for any default or delay in the performance of its obligations under this Agreement, if and to the extent such default or delay is caused by fire, flood, earthquake, elements of nature or acts of God; wars, terrorist acts, site-specific terrorist threats, revolutions, restriction by the government authorities/agencies, pandemic, epidemic provided that the aforesaid events render the party unable to perform its services/obligations under this Agreement and provided that a notice in writing of not less than fifteen (15) days in advance, invoking this clause, is given to the other party

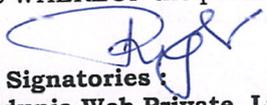
**10. MISCELLANEOUS**

The release and contents of all public announcements (other than when such disclosure is required under any applicable law) related to the MOU shall be subject to the prior written approval of each Party.

- a) The obligations of the Parties are of binding nature and shall survive the termination or expiration of the MOU.
- b) No Party shall have the right or power to bind any other party to any MOU/ Agreement other than the terms as stipulated under the present MOU without the prior written consent of the other Party.
- c) The Parties do not intend merely by this MOU to create a partnership, corporation or an entity taxable as a corporation or otherwise.

This MOU may be executed in counterparts and/or through electronic means and/or email communications and/or Advertisement Confirmation Order, each of which shall be deemed to be original and all of which taken together shall constitute one agreement.

IN WITNESS WHEREOF the parties hereto have executed this MOU.

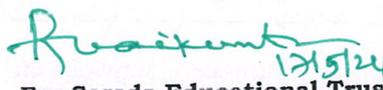
  
**Authorized Signatories**  
**For Collegedunia Web Private Limited**  
**(First Party)**

Name:

Designation:

Date:

Mr. Rupesh Kumar  
Authorized Signatory  
17/05/2024

  
**For Sarada Educational Trust**  
**(Dadi Institute of Engineering & Technology)**

Name: Dr. R. Vaikunta Rao

Designation: Principal

Date: 17/05/2024

**PRINCIPAL**  
**Dadi Institute of**  
**Engineering & Technology**  
**ANAKAPALLE - 531 002.**



**ANNEXURE-1**  
**(SCOPE OF SERVICES)**

First Party shall carry out the following activities to create awareness for the  
 Institute: -

S. NO	PRODUCT	PRODUCT DETAILS	QUANTITY	DURATION	PRICE RATE
1	LISTING	B.Tech Page - Visakhapatnam	1	3 MONTHS	INR 17,241+ GST
2	BANNER	Top Drawer Banner - B.Tech Page - Visakhapatnam	1		
3	UPDATING OF MICROSITE	Ad Free Microsite and Updating as per requirements	1		
4	EMAILERS	Emailers Activities on B.Tech Aspirants database	As per requirement		
5	SMS	SMS Activities on B.Tech Aspirants database	As per requirement		

**11. TERMS AND CONDITIONS**

1. The first party will run various branding campaigns for the institution of the second party.
2. The second party shall give approval of promotional creatives and content provided by the first party within 24 hours from its receipt by the First Party.
3. All the Content for Articles/Banners/Social Media posts/Interviews will be provided by the Second Party, for the First party to publish on the Collegedunia if provided on time.

### Details of Campaign and Payment Terms

#### Campaign Payment Bifurcation

S.No	Campaign Bifurcation	Deal Amount	Advance %
1)	Lead Generation (CPL)	68,965 Rs	50% Advance

\*Branding amount is non-performance based and non-refundable.

All Amounts mentioned above are excluding GST - an 18% GST will be applied to all payments.

\* Bank Details are as mentioned in Proforma Invoice / Tax invoice.

#### Payment Schedule

S.No	Campaign Bifurcation	Details of Payment	Amount
1)	Lead Generation - 250 Leads	50% Advance	68,965 Rs
<b>Total Campaign Size</b>			<b>68,965 Rs + GST</b>

#### TERMS AND CONDITIONS

- 1) The first party will run various remarketing & retargeting activities for the institution of the second party to generate the responses.
- 2) The first party can run remarketing on its database over Google & other platforms.
- 3) The MoU values/costings are exclusive of all applicable taxes.
- 4) The parties are governed and bound by the General Terms and Conditions as stipulated under the Terms & Conditions on the website portal of the first party. (Link given in Terms and Conditions Section of the MoU).
- 5) First party will verify the lead to lead feedback and identify the number of applications & admissions converted from the leads provided by it through V-Lookup on a monthly basis, the second party is required to facilitate this.
- 6) This MoU can be terminated on mutual consent of both the parties without assigning any reason, but by giving 60 days explicit advance written notice to the other party.
- 7) This MOU shall be governed by and construed in accordance with the Indian Contract Act, 1872 and Information and Technology Act, 2000 and courts at New Delhi only shall have exclusive jurisdiction.
- 8) If any dispute, difference, question or disagreement shall at any time arise between the parties hereunder or any matter whatsoever to this contract/MoU, then in such an event parties agree to refer to a Sole Arbitrator being appointed with the consent of the parties in accordance with the provisions of The Arbitration and Conciliation Act 1996. The decision of the Sole Arbitrator shall be final and binding on both the parties. The venue and the seat of the Arbitration shall be at New Delhi, Delhi.
- 9) For more, please visit: <https://collegedunia.com/partnerships-tnc>

**Total Campaign Offerings:**

S. NO	PRODUCT	PRODUCT DETAILS	QUANTITY	DURATION	PRICE RATE
1	LISTING	B.Tech Page - Visakhapatnam	1	3 MONTHS	INR 86,206+ GST
2	BANNER	Top Drawer Banner - B.Tech Page - Visakhapatnam	1		
3	UPDATING OF MICROSITE	Ad Free Microsite and Updating as per requirements	1		
4	PR Articles	Publishing articles on the Collegedunia website	2		
5	Interviews	Publishing interviews of dignitaries for student engagement	2		
6	EMAILERS	Emailers Activities on B.Tech Aspirants database	As per requirement		
7	SMS	SMS Activities on B.Tech Aspirants database	As per requirement		
8	Leads	Lead Generation for DADI College	250		

**IN WITNESS WHEREOF the parties hereto have executed this MOU.**

**Authorized Signatories :**  
**For Collegedunia Web Private Limited**  
**(First Party)**

Name: Mr. Rupesh Kumar  
 Designation: Authorized Signatory  
 Date: 17/5/24

17/5/24  
**For Sarada Educational Trust**  
**(Dadi Institute of Engineering & Technology )**

Name: Dr.R Vaikunta Rao  
 Designation: Principal  
 Date: 17/05/2024

**PRINCIPAL**  
**Dadi Institute of**  
**Engineering & Technology**  
**ANAKAPALLE - 531 002**

