



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.

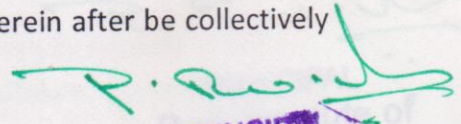
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M. JAGADEESWARA BABU
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R.L.No.03-301-001/2017
Naresingaraopeta, ANAKAPALLE-531001
Phone : 9292602237

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 6th day of APRIL 2018 (Effective Date) by and between, Andhra Pradesh State Skill Development Corporation having its office at 2nd 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.


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WHEREAS:

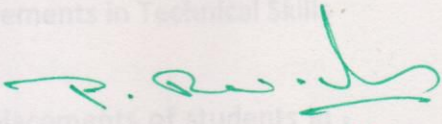
The new state of Andhra Pradesh has come into existence after bifurcation of the erstwhile combined state of Andhra Pradesh in June-2014. In the process of fulfilling its commitment for formation of a modern State, the State has initiated its endeavors, primarily on infrastructure building and rapid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

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

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

The APSSDC and 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:


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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 Govt 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.

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- 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:

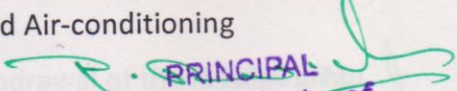
College should setup one Skill Development Center lab and equip it on the lines of CM's SEC for APSSDC training exclusively.

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


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Adequate security:

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

Faculty & Students:

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

Residential Facilities:

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

Clubs:

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

Warranty & Equipment:

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

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.


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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:

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- (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
2nd 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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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

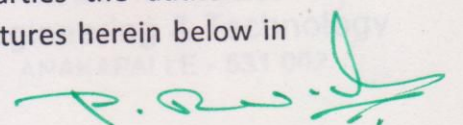
supersedes all previous agreements, promises, representations, understandings and negotiations, whether written or oral, between the parties with respect to the subject matter hereof.

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:



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SIGNED ON BEHALF OF

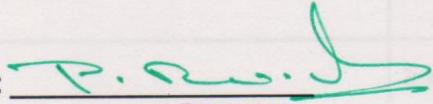
ANDHRA PRADESH STATE SKILL DEVELOPMENT CORPORATION

Name: SriK. Sambasiva Rao, IRTS

Signature: _____

Designation: Managing Director & Chief Executive Officer

Name: Dr. Ch. Prabhakar Rao

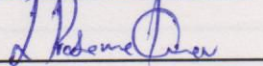
Signature: 

Designation: PRINCIPAL ..
Dadi Institute of
Engineering & Technology

Witness ANAKAPALLE - 531 002

Name: Dr. L. Subbarao Kumar

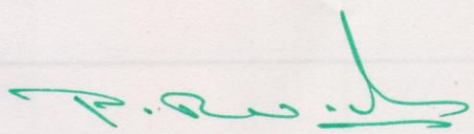
Name : _____

Signature: 

Signature: _____

Designation: HOD-CSE & Asst Prof

Designation: _____



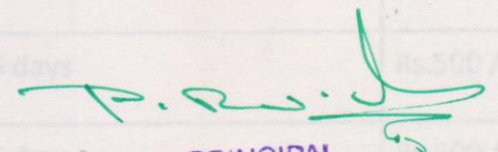
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Annexure – I

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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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	Autodesk Certiport, Inc.	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


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B TECHNOLOGIES, ISO 9001-2015
SEAP/SAN/ALO/PC/19239/2018 , GST No:36BMHPB1701R1Z1

Plot No:86/A,Phace 3,Industrial Area ,Pashamylaram,Patan cheru Mandal,Sangareddy

TO :M/s DADI INSTITUTE OF ENGINEERING & TECHNOLOGY

PO Ref No : BT1019001

With reference to your offer (based on your Quotation) B-Technologies willing to place an order to Dadi institute of engineering and technology. B Technologies hope to get well coordination and further relation with DIET to continue further projects and Human sources for our requirements.

Thankful to your offer and coordination with us.

Si. NO	Description& concept	Cost for development
01	Design and development of smart stator and hand ride application for drive an submersible motor with help of safety sensors.	72000(Seventy two thousand rupees only)

✓ **The overall major objectives of the project are**

- ✓ 1. Android App for ON/OFF the pump
- ✓ 2. Check the overhead tank and switch on if level is underflow and switch off if level is overflow automatically
- ✓ 3. Check the bore water levels and switch off pump if it is unable to reach water.
- ✓ 4. Send periodic notifications to user to inform to mechanic in failure condition

➤ **Terms and conditions :**

- Operating system and all applications (Manuals) documents to be provided to B technologies.
- 50 % Payment will be given against to your quotation and remaining payment as per your requirements .Mostly prefer to given after completion of work.
- Material and standard parts have to arrange by DIET. B Technologies will not involve any procurement and manufacturing process.
- B Technologies representative will be presented while demo installation and testing of product.
- If any external equipment required for testing B Technologies will arrange as per testing requirements.

Kind Attn to : Dr. K. Sujatha, Professor, CSE


13/06/19

Plot No:86/A,Phace 3,Industrial Area ,Pashamylaram,Patan cheru Mandal,Sangareddy
Contact : 9949723371,9949720371 Web Site: www.btechnologies.net



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

DocuSigned by:




Principal
Dadi Institute of
Engineering & Technology
ANAKAPALLE - 531 002

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,

DocuSigned by:



Principal
Dadi Institute of
Engineering & Technology
ANAKAPALLE - 531 002

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 EduSkills Foundation	Signed for and on behalf of Dadi Institute of Engineering & Technology
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
Address for communication: EduSkills Foundation #806, DLF Cyber City, Technology Corridor, Infocity, Bhubaneswar – 7510024, Odisha, India Email: info@eduskillsfoundation.org	Address for communication: 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.

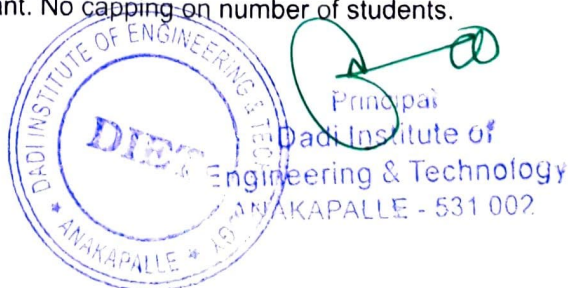
4. Annual Membership Fee

- 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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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 27th 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

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

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.



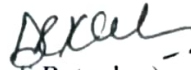
IN WITNESS WHEREOF, both the parties herein set their respective hands and seals on the day, month and year first above written in the presence of following witnesses.

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:

Name:

Address:


P. B. Manjerna
NRDC - VSKP

Witnesses:

1. Signature:

Name:

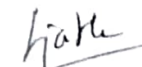
Address:


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

2. Signature:

Name:

Address:


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