



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.

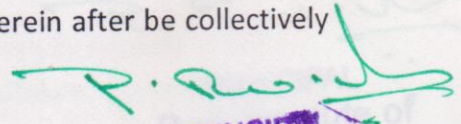
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M. JAGADEESWARA BABU
Licenced Stamp Vendor
V.No.03-301-1611/1983
R.L.No.03-301-001/2017
Naresingaraopeta, ANAKAPALLE-531001
Phone : 9292602237

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:

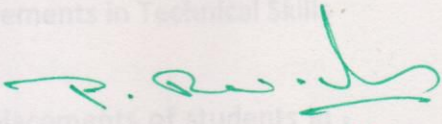
The new state of Andhra Pradesh has come into existence after bifurcation of the erstwhile combined state of Andhra Pradesh in June-2014. In the process of fulfilling its commitment for formation of a modern State, the State has initiated its endeavors, primarily on infrastructure building and rapid 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:

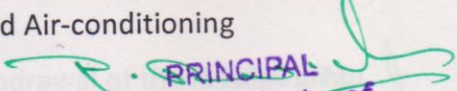
College should setup one Skill Development Center lab and equip it on the lines of CM's SEC for APSSDC training exclusively.

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

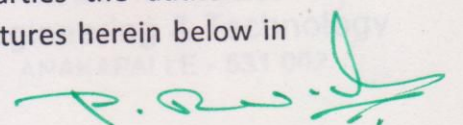
supersedes all previous agreements, promises, representations, understandings and negotiations, whether written or oral, between the parties with respect to the subject matter hereof.

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

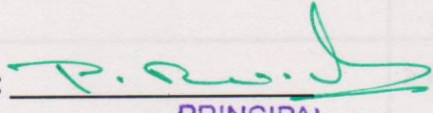
ANDHRA PRADESH STATE SKILL DEVELOPMENT CORPORATION

Name: SriK. Sambasiva Rao, IRTS

Signature: _____

Designation: Managing Director & Chief Executive Officer

Name: Dr. Ch. Prabhakar Rao

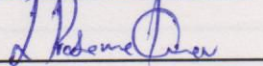
Signature: 

Designation: PRINCIPAL ..
Dadi Institute of
Engineering & Technology

Witness ANAKAPALLE - 531 002

Name: Dr. L. Subbarao Kumar

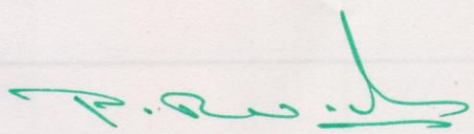
Name : _____

Signature: 

Signature: _____

Designation: HOD-CSE & Asst Prof

Designation: _____



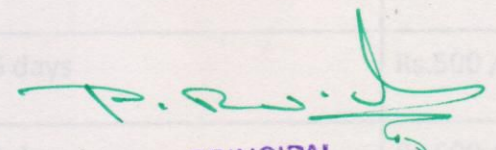
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Annexure – I

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 /-

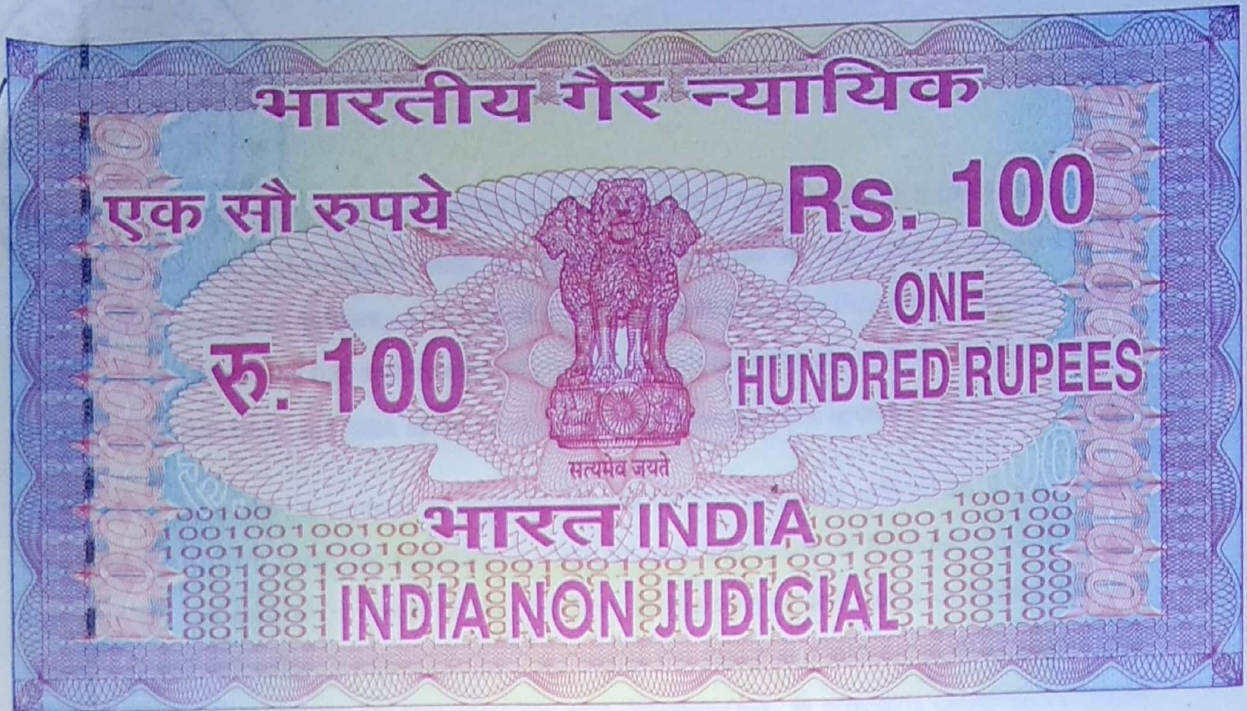
	Revit Architecture	6 days	Rs.500 /-
	3DS Max	3 days	Rs.250 /-

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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 ANAKAPALLE - 501 202



ఆంధ్రప్రదేశ్ ఆంధ్ర ప్రదేశ్ ANDHRA PRADESH

DA 412551

S. No. 1276 Date 28/09/2021
 Sold to Dadi Institute of Engg. & Tech. Anakapalli
 for whom self.

Ch. Venkata Appa Rao
 License Stamp Vendor
 L. No 03-01-016/2014
 P. No 03-01-06/2020
 813-05-1 Vijay Nagar Tummaluru
 ANP VSP Dist. Code 801950030

Memorandum of Understanding

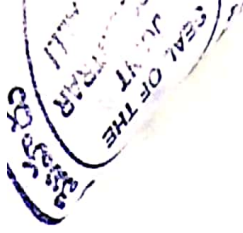
This Memorandum of Understanding (MOU) is entered into and executed on this 29th September 2021, Visakhapatnam BY AND BETWEEN DADI INSTITUTE OF ENGINEERING AND TECHNOLOGY, represented by its Principal, having its office at National Highway 16, Anakapalli, Visakhapatnam - 531002 which expression shall, where the context so admits, be deemed to include its successors, executors and administrators of the ONE PART

AND

Bharat Sanchar Nigam Ltd., (hereinafter referred to as the "BSNL") a company registered under the Companies Act, 1956, through its Principal General Manager, Visakhapatnam Telecom District having office at 1st Floor, BSNL Bhavan, Dabagardens, Visakhapatnam, PIN: 530 020 (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.

అ. వెంకటాపపా రెడ్డి (సి. బి. వి. కి.)
 Asst. Genl. Manager (EB-Sales)
 మ. ప్ర. క. వి. క. క. / S.M.T.D.
 భారత సంఘం / B.S.N.L.
 విశాఖపట్టణం / VISAKHAPATNAM-20
 టెలి/ఫో. నం. 0891-2570977

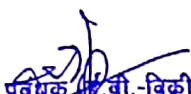
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WHEREAS, DADI INSTITUTE OF ENGINEERING AND TECHNOLOGY has initiated to provide competency based employability enhancement skills for Engineering courses as approved / Recognized by appropriate Government Authority & WHEREAS BSNL Training Point in Visakhapatnam 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.


सहायक महा प्रबंधक (ए.बी.-बिक्री)
Asst. General Manager (EB-Sales)
म.प्र.दू.वि.का. / O/o. G.M.T.D.
आ.त.वि.लि. / B.S.N.L.
विशाखपट्टणम / VISAKHAPATNAM-20
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.

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 Intership /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 5th, 6th, and 7th 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.
बि.स.न.ल. / B.S.N.L.
विशाखपट्टणम / VISAKHAPATNAM-20
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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

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Asst. General Manager (EB-Sales)
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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. ल. वि. लि. / B.S.N.L.
: विशाखपट्टणम / VISAKHAPATNAM-20
फोन/Ph. No. 0891-2570977

1) Witnessed by

Signature

Name

Date

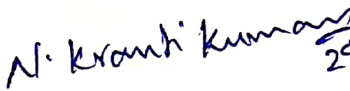
: 
: Dr. Ramakumar P.B
: 29/09/2021

1) Witnessed by

Signature

Name

Date


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

2) Witnessed by

Signature

Name

Date

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

2) Witnessed by

Signature

Name

Date



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,

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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 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.

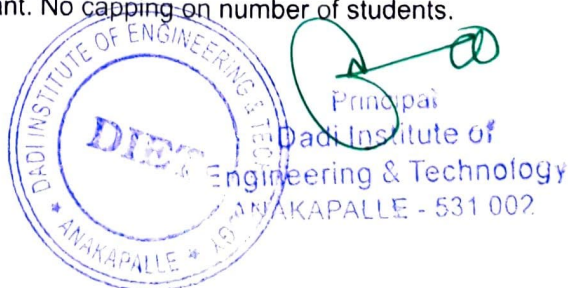
4. Annual Membership Fee

- 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 UNDERSTANDING
FOR
TECHNICAL TRAINING**

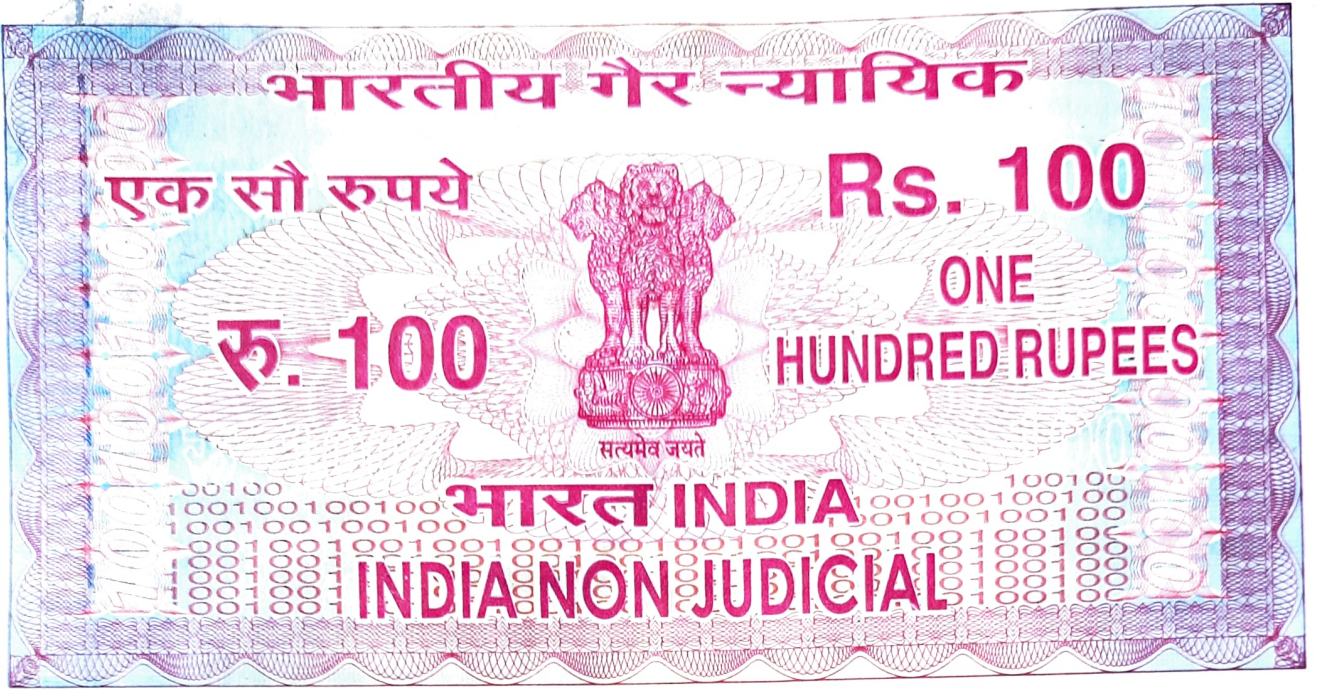
BETWEEN

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 (C) Call 9846588888

DEPARTMENT OF ELECTRICAL AND ELECTRONICS ENGINEERING

Memorandum of Understanding

This Memorandum of Understanding (MOU) is entered into and executed on this 5th 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 5th, 6th, and 7th 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
Dadi Institute of Engineering & Technology
ANAKAPALLE - 531 002

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

1) Witnessed by

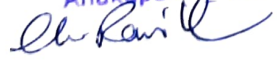
1) Witnessed by


Signature : 
Name : A. Krishna Nag
Date : 5/11/2021
Head of the Department
Electrical & Electronics Engg.
Dadi Institute of Engg. & Tech.
Anakapalle - 531 002

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

2) Witnessed by

2) Witnessed by

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

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







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
- 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:

Information Data Systems Inc.	For Dadi Institute of Engineering & Technology
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.

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 22nd 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, Expert Lecture.

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
ANAKAPALLE - 631 002





Second Party

Centre Head



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.



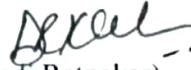
IN WITNESS WHEREOF, both the parties herein set their respective hands and seals on the day, month and year first above written in the presence of following witnesses.

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: B. Manjures.

Name:

Address:


P. B. Manjures
NRDC - VSKP

Witnesses:

1. Signature:

Name:

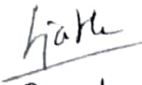
Address:


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

2. Signature:

Name:

Address:


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