

Seria No: 154 ਠਿੰਨ ਆ-ध ਸਟੇਗ ANDHRA PRADESH Purchased By :

K.ASHOK S/O.K.RAMADAS VIJAYAWADA

FOR SRK FOUNDATION ENIKEPADU

Stamp S. no BZ 259402 59402 Sub Registrar

Ex. Offico Stamp Vendor SRO Patamata

### AGREEMENT BETWEEN

### ANDHRA PRADESH STATE SKILL DEVELOPMENT CORPORATION

### **VIJAYAWADA**

### AND

SRK Institute of Technology, Krishna, Eluru Road, NH 5, Opposite Pratap Industries, Enikepadu, Vijayawada,

### Andhra Pradesh 521108

The Agreement is executed on this 4<sup>th</sup> day of April 2018 (Effective Date) by and between, Andhra Pradesh State Skill Development Corporation having its office at 2<sup>nd</sup> Floor, NTR Administrative Block, PN Bus Station, Vijayawada - 520 013 hereinafter called the "APSSDC" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successors and assigns) represented by the MD&CEO of the first part; And SRK Institute of Technologyhaving its office at Eluru Road, NH 5, "SRKI" (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 SRK Institute of 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 SRK Institute of 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:

### 2.1 DEFINITIONS:

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

"Agreement" shall mean this agreement executed between APSSDC and SRK Institute of 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 GoI or GoAP as the case may be, and the regulations and notifications made there under and judgments, decrees, injunctions, writs and orders of any court of record, as may be in force and effect.

"CM's Skill Excellence 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.

PRINCIPAL SRK Institute of Technology ENIKEPADU, VIJAYAWADA-521 108 SRK INSTITUTE OF TECHNOLOG' ENIKEPADU, VIJAYAWADA "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.

### SCOPE OF SERVICES / PROJECT 3.

- To make qualitative improvements in imparting Technical Skills by setting up or providing: a.
- 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
- Promote Industry Academia interfacing to make improvements in Technical Skills sustainable and in line with Industry requirements.
- 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.
- Enhance the reputation of Technical Institutions with improved academic ambience and State of Art d. facilities
- Create a pool of skilled manpower to cater to the current and future industrial and service sector e. needs.
- 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.

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- 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

### 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.

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### 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 SRK Institute of 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 SRK Institute of 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.

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### 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 expressively disclaimed.

### 10. DISPUTE RESOLUTION

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

### 11. FORCE MAJEURE

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

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

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

### 12. SEVERABILITY

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

### 13. NOTICE

- 13.1. Any notice or other document to be given under this Agreement shall be in writing and shall be deemed to have been duly given if left at or sent by: -
- (a) hand; or
- (b) registered posts; or
- (c) facsimile or other electronic media;

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

**APSSDC** 

Andhra Pradesh State Skill Development Corporation

2<sup>nd</sup> Floor, NTR Administrative Block, PN Bus Station,

Vijayawada - 520 013

SRK Institute of Technology

College/Institution

Krishna

Eluru Road, NH 5, Opposite Pratap Industries, Enikepadu,

Vijayawada, Andhra Pradesh 521108

All such notices and documents shall be in the English language. All notices or other documents 13.2. 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.

### 16. RELATION OF THE PARTIES

Nothing herein shall be construed to neither constitute a partnership between the parties hereto nor to authorize the SRK Institute of 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

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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

SIGNED ON BEHALF OF

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:

ANDHRA PRADESH STATE SKILL DEVELOPMENT	CORPORATION
Name: Sri K. Sambasiva Rao, IRTS	SOM ORATION
Signature:	
Designation: Managing Director & Chief Executiv	ve Officer
SRK INSTITUTE OF TECHNOLOGY	
ENIKEPADU, VIJAYAWADA, 521108.	
Name: Dr. M. Ekamabararam Naidu	
Signature: 19, 1000	
Designation: PRINCIPAL SPRINCIPAL	AL *
Witness PRINCIPAL SRK INSTITUTE OF T	Torrest of
Name: Da D. Hasitha	Name :
Signature: Dutte	Signature:
Designation: Panfesson in CSE Dept	Designation:

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	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
JSB 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	2 days	Rs.250 /-

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### Details of course wise fee: Certificate

			Course Details		Р	ricing
SN	Engg Stream	Course	Certification	Duratio n (Month s/ Weeks)	Market Price Per certificat ion	APSSDC Pricing
1		Udacity Nanodegrees	i) Machine Learning	3 Months	Rs.60,18 0/-	6,000 Per Month
2			ii) Android Developer	3 Months	63,130	with Support(F ee if
3			iii) Front End	3 Months	54,280	month,50 % of the fee reimburse d each month upon
4			iv) Introduction to Programming	2 Months	38,350	
5			v) Full Stack	3 Months	54,280	
7	CS/IT/ECE/	Coursera with University of Michigan	i) Associate Android Developer	3 Weeks	6 500	7.750
8			ii) Mobile Web Specialist	3 Weeks	6,500	3,250
	WICA		Python for Everybody (Specalization)	2 Weeks		
			Applied Data Science with Python (Specialization)	3 Months		
		Coursera with University of California, Irvine	Internet of Things (IOT) - (Specialization )	2 Weeks		1,300 for 6
		Coursera with UC San diego	Data Structures and Algorithms by UC San diego (Specialization)	3 Months	19,200	months with
			Architecting with Google Cloud Platform (Specialization)	6		Training
		Coursera with Google	Data engineering on Google cloud platform (Specialization)	5,00		
			Developing applications with Google cloud platform (Specialization)			
7			i) Analytics & Big Data		21,000	
8		Amazon	ii) Cloud Architects	6 months	35,000	0
9			iii) Operations / Support Engineer	HOREUS	21,000	

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### Cisco Networking Academy\*

### Cisco Academy Membership Agreement

Welcome to the Cisco Networking Academy. This agreement governs your Academy's participation in the Cisco Networking Academy.

The Networking Academy Membership Guide for Cisco Academies ("NAMGCA") describes the benefits, roles and responsibilities of Cisco Systems, Inc. or its subsidiary responsible for distribution in the country in which you are located ("Cisco") and your Academy. The NAMGCA forms part of this agreement, and will be made available to your Academy by Cisco. Your Academy should review the NAMGCA carefully before agreeing to participate in the Cisco Networking Academy. By accepting this agreement your Academy agrees to comply with the NAMGCA. As the Cisco Networking Academy evolves, changes to the NAMGCA may be appropriate. Cisco will exercise reasonable efforts to provide advance notice to your Academy of any major changes to the NAMGCA.

Cisco provides all resources, course materials, services, websites or other deliverables "as is", without warranty of any kind (as far as Cisco is permitted to do so by law). Further details are set out in the NAMGCA.

The following provisions (a)-(c) govern your treatment of personal information of Academy and Cisco Networking Academy participants (*i.e.* employees, students, instructors, administrators, or any other of your Cisco Networking Academy participants) ("Cisco Networking Academy Participants") provided to or otherwise obtained by Cisco from your Academy in connection with the Cisco Networking Academy:

- (a) By entering into this agreement, your Academy will ensure that Cisco Networking Academy Participants have given their unambiguous consent, to the processing of their personal information by Cisco: (i) from within and outside of the European Economic Area and those countries deemed to have adequate data protection laws in connection with processing the personal information; and (ii) in accordance with Cisco Networking Academy Privacy Policy, as amended from time to time and located at <a href="http://www.cisco.com/web/siteassets/legal/privacy.html">http://www.cisco.com/web/siteassets/legal/privacy.html</a>.
- (b) Your Academy agrees to comply with: (i) applicable data protection laws and regulations, including your Academy's obligations as data controller under those laws and regulations; and (ii) Cisco's Networking Academy Privacy Policy located at <a href="http://www.cisco.com/web/siteassets/legal/privacy.html">http://www.cisco.com/web/siteassets/legal/privacy.html</a>.
- (c) To the maximum extent permitted by law, your Academy shall defend, indemnify and hold harmless Cisco and its officers, directors, employees, shareholders, customers, agents, successors and assigns from and against any and all loss, damages, liabilities, settlement, costs or expense (including legal expenses and the expenses of other professionals) as incurred, resulting from or arising out of your Academy's breach of applicable laws relating to the treatment of personal information including any claim for the unauthorized solicitation, collection, storage, forwarding, or use of personal information. As a condition to such defense and indemnification, Cisco will provide your Academy with prompt written notice of the claim and permit your Academy to control the defense, settlement, adjustment or compromise of any such claim. Cisco may employ counsel at its own expense to assist it with respect to any such claim; provided, however, that if such counsel is necessary because of a conflict of interest of either your Academy or your Academy's counsel or because your Academy does not assume control, your Academy will bear the expense of such counsel. Cisco shall have no authority to settle any claim on behalf of your Academy.

Your term of membership in the Cisco Networking Academy is three years (36 months), commencing on the date when Cisco executes this agreement. The term shall be automatically renewed for additional twelve (12) month terms unless (i) sixty (60) days prior to the end of the then-current term one party gives written notice to the other party of its election not to renew this agreement. Notwithstanding the foregoing, either Cisco or your Academy may terminate this agreement without any liability to the other party for any reason or for no reason by providing at least thirty (30) days' written notice to the other. Either party may refuse to extend or renew the three year-term for any reason or no geason.

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By clicking "Accept", you represent that you are authorized to enter into this agreement (including the NAMGCA) on behalf of your Academy.

On behalf of the Cisco Networking Academy global community, Welcome! By signing this agreement your Academy is taking an important step in bringing new opportunities and knowledge to your students, the future architects of the networked economy!

Ву:\_

Name: Shubhajit Jagadev

Head, Cisco Academy Support Center & ITC

Associate Director, Trident Group

Date: 04-05-2018

Witnesses 1:

Witnesses 2 :-

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Name: Dr M. Ekambaram Naidu Principal

SRK Institute of Technology

Date: 04-05-2018

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The following provisions (a)-(c) govern your treatment of personal information of Academy and Cisco Networking Academy participants (*i.e.* employees, students, instructors, administrators, or any other of your Cisco Networking Academy participants) ("Cisco Networking Academy Participants") provided to or otherwise obtained by Cisco from your Academy in connection with the Cisco Networking Academy:

- (a) By entering into this agreement, your Academy will ensure that Cisco Networking Academy Participants have given their unambiguous consent, to the processing of their personal information by Cisco: (i) from within and outside of the European Economic Area and those countries deemed to have adequate data protection laws in connection with processing the personal information; and (ii) in accordance with Cisco Networking Academy Privacy Policy, as amended from time to time and located at <a href="http://www.cisco.com/web/siteassets/legal/privacy.html">http://www.cisco.com/web/siteassets/legal/privacy.html</a>.
- (b) Your Academy agrees to comply with: (i) applicable data protection laws and regulations, including your Academy's obligations as data controller under those laws and regulations; and (ii) Cisco's Networking Academy Privacy Policy located at <a href="http://www.cisco.com/web/siteassets/legal/privacy.html">http://www.cisco.com/web/siteassets/legal/privacy.html</a>.
- (c) To the maximum extent permitted by law, your Academy shall defend, indemnify and hold harmless Cisco and its officers, directors, employees, shareholders, customers, agents, successors and assigns from and against any and all loss, damages, liabilities, settlement, costs or expense (including legal expenses and the expenses of other professionals) as incurred, resulting from or arising out of your Academy's breach of applicable laws relating to the treatment of personal information including any claim for the unauthorized solicitation, collection, storage, forwarding, or use of personal information. As a condition to such defense and indemnification, Cisco will provide your Academy with prompt written notice of the claim and permit your Academy to control the defense, settlement, adjustment or compromise of any such claim. Cisco may employ counsel at its own expense to assist it with respect to any such claim; provided, however, that if such counsel is necessary because of a conflict of interest of either your Academy or your Academy's counsel or because your Academy does not assume control, your Academy will bear the expense of such counsel. Cisco shall have no authority to settle any claim on behalf of your Academy.

Your term of membership in the Cisco Networking Academy is three years (36 months), commencing on the date when Cisco executes this agreement. The term shall be automatically renewed for additional twelve (12) month terms unless (i) sixty (60) days prior to the end of the then-current term one party gives written notice to the other party of its election not to renew this agreement. Notwithstanding the foregoing, either Cisco or your Academy may terminate this agreement without any liability to the other party for any reason or for no reason by providing at least thirty (30) days' written notice to the other. Either party may refuse to extend or renew the three year-term for any reason or no reason.

PRINCIPAL

SRK Institute of Technology ENIKEPADU, VIJAYAWADA 521 108.

Cisco Networking Academy: Cisco Academy Membership Agreement



Cisco Networking Academy\*
Mind Wide Open\*

By clicking "Accept", you represent that you are authorized to enter into this agreement (including the NAMGCA) on behalf of your Academy.

On behalf of the Cisco Networking Academy global community, Welcome! By signing this agreement your Academy is taking an important step in bringing new opportunities and knowledge to your students, the future architects of the networked economy!

By:\_

Name: Shubhajit Jagadev

Head, Cisco Academy Support Center & ITC

Associate Director, Trident Group

Date: 04-05-2018

Witnesses 1:

Witnesses 2 :-

Bv.

Name: Dr M. Ekambaram Naidu

Principal

SRK Institute of Technology

Date: 04-05-2018

PRINCIPAL

SRK Institute of Technology ENIKEPADU, VIJAYAWADA-521 108.

### **EXHIBIT A**

### **NON-BINDING TERMS**

### 1. Scope and Intent

EduSkills and SRK Institute of 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 SRK Institute of 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.
- Minimum 100 students commitment for each academy program every year.
- 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 this titutions. EduSkills will not charge any fee from the students. Institutions may enroll and extend benefit to astimany students they want. No capping on number of students. 9 hulling





### Cisco Academy Membership Agreement

On behalf of the Cisco Networking Academy global community, Welcome! This Cisco Academy Membership Agreement ("Agreement") is entered into by and between Cisco Systems, Inc. and the organization that you represent ("Academy"), supersedes any other agreement by and between the parties relating to the subject matter of this Agreement, and governs the Academy's participation in the Cisco Networking Academy. By accepting this Agreement, your Academy is taking an important step in bringing new opportunities and knowledge to your students, the future architects of the networked economy!

Networking Academy Membership Guide. The Networking Academy Membership Guide ("NAMG") describes the benefits, roles and
responsibilities of Cisco and the Academy. The NAMG forms part of this Agreement and will be made available to the Academy by
Cisco. Academy should review the NAMG carefully before agreeing to participate in the Cisco Networking Academy and comply with
the NAMG at all times. Cisco will exercise reasonable efforts to provide advance notice to your Academy of any material changes to
the NAMG.

### 2. Grant of License

- (a) Course Material. Cisco hereby grants Academy a nonexclusive, nontransferable license to use all educational material, including the web-based instructional courses provided by Cisco as part of the Program ("Curriculum"), lab exercises, instructor guides, simulation tools, and similar material or data made available to Academy by Cisco for use in connection with the Program ("Course Material") solely for the purpose of fulfilling its obligations during the term of this Agreement and otherwise in accordance with the terms and conditions set forth in this Agreement. Academy shall not make any copies, duplicates, or derivative works of Course Material without prior written consent from Cisco. Cisco retains all right, title, ownership and interest in the Course Material and any modifications or improvements, including but not limited to translations and localized versions of Course Material. All licenses not expressly given by Cisco herein are reserved.
- (b) Software. Except as set forth in any separate license, purchase, loan, or donation agreement for any commercially available Cisco hardware, Software or other technology ("Products"), Academy's rights and obligations with respect to any and all machine readable (object code) versions of any computer programs made available by Cisco to the Academy, and any copies, updates, or upgrades thereof provided in connection with the Program ("Software") shall at all times be subject to the terms and conditions governing use of the Software, packaged or downloaded with the Software or found at the following URL:
  Software and Cloud Services Terms Cisco ("Software License Agreement").
- (c) Product Identification. Academy shall not remove, conceal, or alter any product identification or proprietary notices appearing on the Course Material or any Products made available in connection with the Program.
- (d) No Cost. Cisco shall provide Academy access to the Course Material at no charge. Academy acknowledges and agrees that Cisco may modify the Course Material at any time in its discretion.
- 3. Warranties. Cisco provides all resources (including all course materials, services, websites or other deliverables) "as is", without warranty of any kind (as far as Cisco is permitted to do so by law). Further details are set out in the NAMG. Academy shall not make any warranty, representation, or commitment concerning the Cisco Networking Academy program (the "Program"), whether written or oral, on Cisco's behalf, except as expressly set forth herein.

### 4. Data Protection.

- (a) The Academy agrees to and shall at all times comply with the NetAcad Data Protection Addendum (a copy of which is located at Global NetAcad Instance | Networking Academy), the terms of which are hereby incorporated herein by reference and may be modified by Cisco from time to time.
- (b) To the maximum extent permitted by law, your Academy shall defend, indemnify and hold harmless Cisco and its officers, directors, employees, shareholders, customers, agents, successors and assigns from and against any and all loss, damages,

liabilities, settlement, costs or expense (including legal expenses and the expenses of other professionals) as incurred, resulting from or arising out of a breach of the Data Protection Addendum.

- 5. Term, Termination. Your term of membership in the Cisco Networking Academy is three years (36 months), commencing on the date when you click "I Agree" below. The term shall be automatically renewed for additional twelve (12) month terms unless sixty (60) days prior to the end of the then-current term one party gives written notice to the other party of its election not to renew this Agreement. Notwithstanding the foregoing, either Cisco or the Academy may terminate this Agreement without any liability to the other party for any reason or for no reason by providing at least thirty (30) days' written notice to the other. Further, this Agreement may be terminated immediately by Cisco, upon written notice, in the event of breach of Section 7 ("Confidentiality") of this Agreement. Either party may also terminate this Agreement immediately by providing written notice, if the other party ceases business operations, or becomes the object of the institution of voluntary or involuntary proceedings in bankruptcy or liquidation, or a receiver or similar officer is appointed with respect to the whole or a substantial part of its assets, or an act similar to any of the forgoing occurs under applicable law. Either party may refuse to extend or renew the three-year term for any reason or no reason.
- 6. Compliance with Laws. Academy represents and warrants that all licenses, permissions, authorizations or consents of governmental officials necessary for the Academy to perform hereunder have been obtained, or will be obtained, before Academy participates in the Program or delivers course material to students. Without limiting the foregoing, Academy represents and warrants that its policies for soliciting, collecting, storing, and forwarding of any personal data comply with local laws and regulations. Academy shall not distribute, including forwarding to Cisco, any personal data in violation of any laws or regulations and will immediately notify Cisco of any request from Cisco it reasonably believes to violate such laws or regulations. Academy shall perform under the Program, at its own expense, in compliance with all applicable laws, regulations and ordinances, including, but not limited to, applicable laws or regulations governing export, re-export, and transfer related to the performance of this Agreement.
- 7. Confidentiality. Academy shall not disclose (i) the terms and conditions of this Agreement; (ii) information clearly marked as "Confidential," "Proprietary" or a similar legend if disclosed in writing (or other tangible form); (iii) information clearly identified as confidential, proprietary or the like at the time of disclosure if disclosed orally; or (iv) information Academy knows or reasonably should know is confidential, proprietary or a trade secret of Cisco ("Confidential Information") to any third party or use Confidential Information for any purpose except as necessary to perform in accordance with this Agreement or as otherwise approved by Cisco in writing. Academy shall have no obligation to protect as confidential any information which (a) was legally in its possession or known to Academy without any obligation of confidentiality prior to receiving it from Cisco; (b) is, or subsequently becomes, legally and publicly available without breach of this Agreement; (c) is legally obtained by Academy from a third party source without any obligation of confidentiality; or (d) is developed by or for Academy without use of the Confidential Information and such independent development can be documented. Academy may disclose Confidential Information pursuant to a valid order issued by a court or government agency, provided that Academy provides to Cisco: (I) prior written notice of such obligation; and (II) the opportunity to oppose such disclosure or obtain a protective order.
- 8. Limitation of Liability. EXCEPT AS PROHIBITED BY APPLICABLE LAW, ALL LIABILITY OF CISCO OR ITS SUPPLIERS FOR CLAIMS ARISING UNDER THIS AGREEMENT OR OTHERWISE SHALL BE LIMITED TO TWENTY-FIVE THOUSAND U.S. DOLLARS (\$25,000.00). THIS LIMITATION OF LIABILITY IS CUMULATIVE AND NOT PER INCIDENT. IN ALL SITUATIONS INVOLVING CLAIMS ASSOCIATED WITH THE COURSE MATERIAL, ACADEMY'S SOLE AND EXCLUSIVE REMEDY IS THE CORRECTION OR REPLACEMENT OF THE COURSE MATERIAL BY CISCO, AT CISCO'S SOLE DISCRETION. IN NO EVENT SHALL CISCO OR ITS SUPPLIERS BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, OR CONSEQUENTIAL DAMAGES OF ANY KIND (INCLUDING, BUT NOT LIMITED TO, LOST PROFITS, LOST OR DAMAGED DATA, LOSS OF USE, OR INTERRUPTION OF BUSINESS) SUSTAINED OR INCURRED IN CONNECTION WITH THE PROGRAM OR ITS TERMINATION, REGARDLESS OF THE FORM OF ACTION AND WHETHER OR NOT SUCH DAMAGES ARE FORESEEABLE AND EVEN IF CISCO OR ITS SUPPLIERS HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. CISCO WILL NOT BE LIABLE TO ACADEMY BASED ON ANY THIRD PARTY CLAIM. Nothing in this Agreement shall limit or exclude Cisco's liability for the tort of deceit, for personal injury or death caused by its negligence or for any other liability to the extent that it cannot be excluded or limited under applicable.
- 9. General Provisions. Neither party shall be liable for any delay or failure in performance due to events outside the defaulting party's reasonable control, including without limitation acts of God, earthquake, labor disputes, shortages of supplies, riots, wars, fires, epidemics, or delays of common carriers or other circumstances beyond its reasonable control. The obligations and rights of the excused party shall be extended on a day to day basis for the time period equal to the period of the excusable delay. This Agreement shall be governed by the laws of the State of California, United States of America, without giving effect to principles of conflicts of laws. The Parties disclaim the application of the UN Convention on Contracts for the International Sale of Goods to the interpretation or enforcement of this Agreement. Cisco may change this Agreement, including the NAMG and the NetAcad Data Protection Addendum, by providing you with notice of any such changes. If any changes are material, Cisco will provide you with advance notice of such changes. If you do not accept such changes you may terminate this Agreement with immediate effect by notice to Cisco.

Cisco may provide local language translations of this Cisco Academy Membership Agreement in some locations. You agree those translations are provided for informational purposes only and if there is any inconsistency, the English version of this Cisco Academy Membership Agreement will prevail.

### **MEMORANDUM OF UNDERSTANDING**

### **BETWEEN**



EduSkills Foundation ("EduSkills")

### AND



**SRK Institute of Technology** 

FOR EDUSKILLS MEMBERSHIP PROGRAM

This Memorandum of Understanding ("MOU") is effective form 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:

### 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.

### **BINDING TERMS** B.

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.

### Confidentiality 1.

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

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:

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a. Prior written notice of such obligation; and

ch disclosure or obtain a protective order. b. The opportunit

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.

### 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, 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 Orthing, 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 implied to dosts of experts, consultants, lawyers and travel expenses.

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### 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  $\mathbf{MOU}$  by persons duly authorized as of the date and year first above written.

Signed for and on behalf of <b>EduSkills Foundation</b>	Signed for and on behalf of SRK Institute of Technology
By: Authorized Signatory	By: Authorized Signatory
Shubhajit Jagadev	Dr. M. Ekambaran Naidu Stitute of Technolog
Name	Name ENIKEPADU, VIJAYAWADA-52110
Executive Director	Principal
Designation	Designation
Date 17th June 2020	Date 17th June 2020
Address for communication: EduSkills Foundation #806, DLF Cyber City, Technology Corridor, Infocity, Bhubaneswar – 7510024, Odisha, India	Address for communication: SRK Institute of Technology, AIR Port Road, 44, Eluru Rd, Enikepadu, Vijayawada Andhra Pradesh 521108
Email: info@eduskillsfoundation.org	Email: principalsrk@gmail.com

### **EXHIBIT A**

### **NON-BINDING TERMS**

### 1. Scope and Intent

EduSkills and SRK Institute of 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.
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- 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 SRK Institute of 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.
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- 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. 9 hululary

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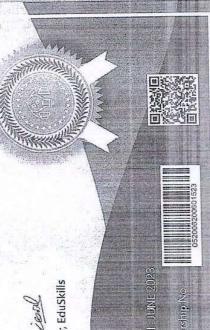
An ISO 9001 : 2015 Certifled Organisation Nation Building Through Skills

### Certificate of Membership

SRK Institute of Technology is an institutional member of EduSkills Foundation Andhra Pradesh This is to certify that



Director, EduSkills





SRK Institute of Technology Andhra Pradesh

Global Academy Programs is proud member of EduSkills to get associated with

cisco Academy

blueprisn

aws academy







MICROCHIP Academic Program

THIS CERTIFICATE OF ACKNOWLEDGEMENT CONFIRMS THAT

### SRK Institute of Technology

has successfully completed all requirements to become a Palo Alto Networks® Cybersecurity Academy.

Wilselfor

Nikesh Arora Chairman and CEO Palo Alto Networks

Oct 2, 2020

Certification Date

1059

Certification Number



CYBERSECURITY

### MUTUAL NONDISCLOSURE AGREEMENT

This agreement is entered into by Blue Prism India Private Ltd and the other party listed below, as of the date of the later signature below ("Effective Date"), in order to evaluate and possibly enter into a business transaction between the parties or their affiliates (the "Purpose"). The parties are entering into this agreement so that each of the parties and their affiliates (each, when disclosing, "Discloser") may disclose to the other party and to their affiliates (each, when receiving, "Recipient") information related to the proposed business transaction that Discloser considers confidential, that is marked as confidential or which Recipient should know is confidential based on the way it was disclosed or the subject matter of the information (the "Confidential Information"). An "affiliate" is any legal entity either party owns, that owns such party or that is under common control with such party. "Control" and "own" mean possessing a 50% or greater interest in an entity or the right to direct the management of the entity.

- No Obligation or License; Disclaimer of Warranty. This agreement does not (a) impose on either party any obligation to enter into
  any business relationship or proceed with any business transaction; (b) grant any right or license to the intellectual property rights of the
  other party, except the limited rights granted in this agreement as necessary to use the Confidential Information for the Purpose; or (c)
  create, and each party hereby disclaims, all express and implied warranties for its Confidential Information, including but not limited to
  implied warranties of fitness for a particular purpose, and merchantability, and all implied representations and warranties provided by
  statute or common law.
- 2. Use, Protection and Disclosure of Confidential Information. Recipient may use Confidential Information only for the Purpose.

  "cipient shall use a reasonable degree of care to protect Confidential Information and to prevent any unauthorized use or disclosure of infidential Information. Recipient may share Confidential Information, solely as needed for the Purpose, with its representatives who need to know it and only if they have agreed with either party in writing to protect the confidentiality of the Confidential Information. A "representative" is an employee, contractor, advisor or consultant of either party or of its respective affiliates. A party may disclose Confidential Information when compelled to do so by law if it provides reasonable prior notice to the other party, unless a court orders that the other party not be given notice. If there is an unauthorized disclosure of Confidential Information, Recipient shall notify Discloser in writing as soon as it becomes aware of such disclosure and provide reasonable assistance to Discloser to minimize any damages caused by such disclosure.
- 3. Information That is Not Confidential Information. Confidential Information does not include information that: (a) was known to Recipient without restriction before receipt from Discloser; (b) is publicly available through no fault of Recipient; (c) is rightfully received by Recipient from a third party without a duty of confidentiality; or (d) is independently developed by Recipient.
- 4. **Term and Termination.** This agreement will have a term of three (3) years from the Effective Date and either party may sooner terminate this agreement on 30 days' prior written notice. Section 2 of this agreement will survive any expiration or termination of this agreement as to Confidential Information that is disclosed before termination or expiration and for a period of two (2) years thereafter. Upon expiration or earlier termination, Recipient shall return or destroy all Confidential Information of Discloser (at Discloser's option) and certify in writing that it has done so. Notwithstanding anything to the contrary herein, protection of trade secrets, including, but not limited to, technical information about a Discloser's current products and services and all information about possible unreleased products or services shall never expire.
- 5. Governing Law and Venue. This agreement is governed by the laws of Singapore, and the exclusive venue for disputes shall be the courts of Singapore.
- 6. Modification and Interpretation. This agreement may only be modified in a writing signed by both parties. If any provision of this agreement is deemed invalid or unenforceable, the remaining provisions will remain in effect and enforceable without the invalid or unenforceable provision.
- Integration. This agreement is the entire agreement between the parties relating to the Purpose and supersedes all prior or contemporaneous agreements between the parties relating to the Purpose.
- 8. Assignment. Neither party may assign this agreement without the other party's written consent, except that consent is not required if the assignment is to an affiliate of the assigning party. This Agreement will inure to the benefit of and be binding upon any authorized successors and assigns.
  - 9. Counterparts. This agreement may be signed in counterparts and may be agreed to and exchanged electronically.
- 10. Notices. Any notices required under this agreement must be sent to the address below and must be in writing and refer to this agreement. Notices may be delivered by courier, by registered mail with a return receipt, by reputable overnight delivery service with delivery confirmation, or by email. Notices will be deemed given when received if sent by courier or overnight service, 5 days after deposited in the mail if sent by registered mail, and in the case of email, when such email is sent, unless a mail non-delivery notification has been received by the sender.

Blue Prism Pte Ltd Mutual Nondisclosure Agreement 2019.04.01

Daniel Sassoon	E CONTRACTOR STATE		
thorized Signature	Service of Services 1442		
Daniel Sassoon	Discourse Williams		
Associate General Counsel - APAC	Professo, Hels		
17 June 2020	10/04/12/0		
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Dear Dr. M EKAMBARAM NAIDU,

Welcome to AWS Academy!

This letter confirms that SRK INSTITUTE OF TECHNOLOGY has been accepted into the AWS Academy program with Amazon Internet Services Private Limited ("AISPL") and is authorized to administer and deliver the AWS Academy Cloud Computing Architecture curriculum from the locations listed below. To add more locations, you'll need written approval from us.

Institutions accepted into AWS Academy also agree to the rules and polices described in the AWS Academy Terms & Conditions and Program Guide, which you should have already received. These include:

- AWS Academy curriculum may only be delivered by AWS-accredited instructors
- Institutions must have a minimum of two AWS-accredited instructors for each AWS Academy-authorized curriculum
- Deliver each AWS Academy authorized curriculum in its entirety
- Deliver AWS Academy curriculum over a minimum period of 6 weeks

Approved locations for the program:

Main Campus
Enikapadu VIJAYAWADA
VIJAYAWADA, Andhra Pradesh 521108
India

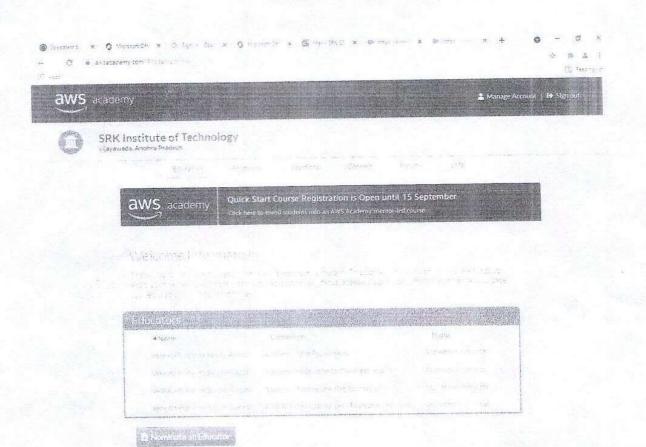
To login to the AWS Academy portal, go to https://www.awsacademy.com/login.

We look forward to your participation and wish your institution, educators, and students success in their AWS cloud computing journey with Amazon Internet Services Private Limited.

Sincerely,

The AWS Academy Team (Amazon Internet Services Private Ltd)

Amazon Internet Services Private Ltd. is a subsidiary of Amazon.com, Inc. Amazon.com is a registered trademark of Amazon.com, Inc. This message was produced and distributed by Amazon Internet Services Private Ltd., Ground Floor, Eros Corporate Towers, Nehru Place, New Delhi - 110 019, India



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### **CLOUD AND AUTOMATION ACADEMY AGREEMENT**

This Juniper Networks Cloud and Automation Academy Agreement ("Agreement") is entered into between Juniper (as defined in section 14.19 below) and the party identified in the Company Particulars below ("JNCAAM") (each individually, a "Party", and collectively, the "Parties"). This Agreement shall be effective as of date last signed by a party below ("Effective Date").

Company Particulars		
Company Name	SRK Institute of Technology	
Company Address	3, AIR Port Road, 44, Eluru Rd, Enikepadu, Vijayawada, Andhra Pradesh 521108	
Company Contact and Email Address:	Dr D. Haritha, harithadasari@srkit.in, 9440618096	

The Parties agree as follows:

1. Scope. This Agreement sets forth the terms and conditions for membership in the JNCAA program.

### 2. Appointment of JNCAAM

- 2.1. Membership Appointment. Subject to the terms and conditions of this Agreement, Juniper hereby appoints JNCAAM as a member in the JNCAA program. Juniper will provide JNCAAM access to the Course Materials and Authorized Courses through the JNCAA Website and Junos Learning Portal. Access to Juniper's hosted lab facilities is limited and must be reserved through the Program Manager in advance. If JNCAAM chooses to teach its students, JNCAAM may gain broader access to the Juniper Networks Education Services training materials, including lab topologies and configurations, instructor notes, and train the trainer videos. JNCAAM students may earn Juniper professional certification at no cost, by earning a voucher through a pretest at the end of each Authorized Course. At Juniper's sole discretion, membership status, requirements, guidelines, and restrictions are subject to change at any time.
- 2.2. Non-exclusive Appointment. Any appointment of JNCAAM under this Agreement is non-exclusive.
- 3. Term. This Agreement shall commence on the Effective Date and will have an initial term until the June 30<sup>th</sup> immediately following the Effective Date ("Initial Term"). After the Initial Term, on July 1<sup>st</sup> of each subsequent year, this Agreement shall automatically renew for successive one-year terms ("Renewal Term") (collectively, the "Term"); unless, however, before this Agreement automatically renews, either party gives no less than ninety (90) days written notice to the other party, that the Agreement will terminate at end of the then-current term.

### 4. No Membership Fee; Indirect Purchasing.

- 4.1. No Membership Fee. Membership in the JNCAA program is on a no-fee basis and no direct payments to Juniper are due under this Agreement.
- 4.2. Indirect Purchasing. JNCAAM may purchase Juniper hardware, software, services, and cloud services (collectively, "Lab Equipment") through an Authorized Reseller. To the extent permitted by law, Juniper will use commercially reasonable efforts to work with its Authorized Resellers to ensure that such Authorized Resellers extend to JNCAAM the minimum discounts for hardware and software off of Juniper's then-current Master Price List as set forth on the JNCAA Website. JNCAAM shall negotiate all commercial transactional terms and conditions of indirect purchases with the Authorized Reseller, including, but not limited to, payment, ordering, cancellations and rescheduling, delivery, and taxes. JNCAAM acknowledges that Juniper will not be a party to any contract or other arrangement between an Authorized Reseller and JNCAAM.

### 5. Membership Obligations, Requirements, and Restrictions

- 5.1. Membership Obligations. In order to maintain membership status and continued participation in the JNCAA program, JNCAAM must comply with the terms and conditions in this Agreement and all Online Policies, Guidelines and Procedures. All Authorized Courses are subject to the terms and conditions on the Junos Learning Portal. JNCAAM must regularly check the JNCAA Website for announcements, instructions, and directions to perform its obligations under this Agreement.
- 5.2. <u>Lab Equipment</u>. Should JNCAAM purchase Juniper Lab Equipment, JNCAAM may only use such Lab Equipment for the purpose of providing instruction to students and teaching students pursuant to terms of this Agreement and not for any other purpose whatsoever. JNCAAM's failure to comply with this Section 5.2 shall be deemed a material breach of this Agreement

- 8.1.4. Upon completion of any Derivative Materials, JNCAAM shall promptly deliver to Juniper a sample copy of such materials; provided, however, that JNCAAM may do so without infringing any third party rights; otherwise, it shall not make such delivery, but shall instead promptly identify such third parties and their rights with prior written notice to Juniper.
- 8.1.5. All software furnished by Juniper under this Agreement will remain the sole and exclusive property of Juniper, or, as the case may be, its third party licensors, and shall be subject to the terms and conditions of Juniper's software license agreement.
- 8.1.6. Anti Piracy. JNCAAM shall not engage in the manufacture, use, distribution, supply, marketing, or promotion of any counterfeit, pirated, or illegal Juniper products, including, but not limited to, software or Course Materials, and if suspected or accused of being involved in such activities, will assist Juniper as reasonably necessary in the investigation and resolution of the matter.

### 8.2. Mutual Trademark License Grants.

8.2.1. <u>License Grant to JNCAAM</u>. Provided JNCAAM obtains specific prior written approval and authorization from Program Manager, at such time, Juniper thereby grants to JNCAAM, without charge, a nonexclusive, nontransferable right to use and display the trademarks, service marks, and logos claimed by Juniper ("Juniper Marks") solely in connection with and to the extent reasonably necessary for the promotion of its classes to instruct and teach students as contemplated under this Agreement. As contemplated in this Agreement, JNCAAM may market availability of classes for Authorized Courses to potential students using only Juniper Marks. JNCAAM will not remove or alter the Juniper or its third-party licensors', as the case may be, copyright notices, trademarks, or packaging found on any materials furnished to JNCAAM under this Agreement.

JNCAAM will use the Juniper Marks in accordance with Juniper's trademark guidelines or style guide and if requested by Juniper, furnish to Juniper all promotional, advertising, or other materials that refer to or display any Juniper Marks for Juniper's review and approval. Use of the Juniper Marks does not create in JNCAAM's favor any right, title, or interest in Juniper Marks or in continuing rights to promote and market Authorized Courses, or to instruct or teach Course Materials as contemplated in this Agreement. JNCAAM agrees to cooperate with Juniper if Juniper seeks to proceed with any infringement action regarding such rights.

8.2.2. <u>License Grant to Juniper.</u> Provided Juniper obtains specific prior written approval and authorization from the instructor designated to act as the primary point of contact with Program Manager, at such time, JNCAAM thereby grants to Juniper, without charge, a nonexclusive, nontransferable right to use and display the trademarks, service marks, and logos claimed by JNCAAM ("JNCAAM Marks") solely in connection with and to the extent reasonably necessary for the promotion of the JNCAA program to potential members. Juniper will not remove or alter the JNCAAM or its third party licensors', as the case may be, copyright notices, trademarks, or packaging found on any materials furnished to Juniper under this Agreement.

Juniper will use the JNCAAM Marks in accordance with JNCAAM's trademark guidelines or style guide and if requested by JNCAAM, furnish to JNCAAM all promotional, advertising, or other materials that refer to or display any JNCAAM Marks for JNCAAM's review and approval. Use of the JNCAAM Marks does not create in Juniper favor any right, title, or interest in JNCAAM Marks or in continuing rights to promote and market the JNCAA program as contemplated in this Agreement. Juniper agrees to cooperate with JNCAAM if JNCAAM seeks to proceed with any infringement action regarding such rights.

- 9. Indemnification. Except to the extent caused by the gross negligence or willful misconduct of Juniper, its employees or agents, JNCAAM will, as permitted by applicable law, indemnify, defend and hold harmless Juniper and its directors, officers, employees, shareholders, agents, and affiliates (the "Indemnitees") from any and all losses, damages, liabilities, judgments, settlements, interest, penalties, fines, costs, and expenses of whatever kind, including attorney's fees, arising out of any third-party claims resulting from misappropriation of Juniper's intellectual property, whether actual or alleged. THE INDEMNIFICATION OBLIGATIONS SET FORTH ABOVE SHALL APPLY IN EACH CASE WHETHER OR NOT CONTRIBUTED TO, OR CAUSED IN PART BY, THE ACTIVE OR PASSIVE NEGLIGENCE OR FAULT (OTHER THAN GROSS NEGLIGENCE OR WILLFUL MISCONDUCT) OF JUNIPER, ITS EMPLOYEES, OR AGENTS. Notwithstanding anything to the contrary set forth in this Section, (i) an Indemnitee may participate, at its own expense, in any defense and settlement directly or through counsel of its choice, and (ii) JNCAAM will not enter into any settlement agreement on terms that would diminish the rights provided to the Indemnitee, accept any liability, or increase the obligations assumed by the Indemnitee under this Agreement, without the prior written consent of the Indemnitee.
- 10. Limitation of Liability. IN NO EVENT SHALL JUNIPER OR ITS AFFILIATES HAVE ANY LIABILITY ARISING OUT OF, OR IN CONNECTION WITH. THIS AGREEMENT. UNDER ANY THEORY OF LIABILITY, INCLUDING, WITHOUT LIMITATION, NEGLIGENCE, THOSE RESULTING FROM ACCESS TO THE AUTHORIZED COURSES, THE USE OF COURSE MATERIALS, OR FOR ANY OTHER REASON. THIS LIMITATION SHALL APPLY NOTWITHSTANDING THE FAILURE OF THE ESSENTIAL PURPOSE OF ANY EXCLUSIVE OR LIMITED REMEDY. IN EVERY INSTANCE INVOLVING INACCURACIES OR MISTAKES IN AUTHORIZED COURSES OR COURSE MATERIALS, AS REASONABLY DETERMINED BY JUNIPER IN ITS SOLE DISCRETION, JUNIPER'S SOLE RESPONSIBILITY AND JNCAAM'S SOLE REMEDY SHALL BE CORRECTION OR REPLACEMENT OF SUCH AUTHORIZED COURSES OR COURSE MATERIALS BY JUNIPER IN A REASONABLE AMOUNT OF TIME.
- 11. Warranty Disclaimer. Except as expressly set forth in this Agreement, and to the extent permitted by applicable Law, JUNIPER (ON BEHALF OF ITSELF AND ITS AFFILIATES) MAKES NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, ANY WARRANTIES OF MERCHANTABILITY, NONINFRINGEMENT OR FITNESS FOR A PARTICULAR PURPOSE WITH RESPECT TO THE AUTHORIZED COURSES, COURSE MATERIALS, OR OTHER MATERIALS PREPARED AND SUPPLIED BY OR ON BEHALF OF JUNIPER UNDER THIS AGREEMENT. JNCAAM ACKNOWLEDGES THAT

- permit other notification methods as described in the Onboarding Information. Notices may also be posted on the relevant Juniper website.
- 13.7. <u>Severability</u>; <u>Remedies</u>; <u>Waiver</u>. In the event that any one or more provisions contained herein shall be held by a court of competent jurisdiction to be invalid, illegal, or unenforceable in any respect, the validity, legality, and enforceability of the remaining provisions contained herein shall not in any way be affected or impaired. Except as otherwise expressly provided herein, the remedies contained herein are cumulative and in addition to any other remedies at law or equity. A Party's failure to enforce any provision of this Agreement shall not constitute a waiver of any future enforcement of that or any other provision of this Agreement.
- 13.8. No Third-Party Beneficiaries. This Agreement does not constitute a third party beneficiary contract and, unless expressly and specifically stated in this Agreement, shall not be construed to be for the benefit of any person or entity not a party hereto, and no such person or entity shall have any license, right, or claim in connection with this Agreement.
- 13.9. <u>Guidelines and Policies</u>. Juniper may at any time modify any Online Policies, Guidelines and Procedures effective when posted to the applicable site, provided that no such modification shall affect the provision of Authorized Courses or Course Materials prior to the effective date of such modification. By accessing or using Authorized Courses or Course Materials under this Agreement, JNCAAM understands that it is bound by Juniper's then-current version of its Online Policies, Guidelines and Procedures.
- 13.10. Entire Agreement; Amendment. This Agreement, including any attachments, URLs, and Online Policies, Guidelines and Procedures incorporated by reference herein, constitute the entire agreement between the Parties and supersede all previous and/or contemporaneous agreements and understandings, whether oral or written, between the Parties hereto with respect to the subject matter of this Agreement. No waiver, consent, modification, amendment or change of the terms contained herein shall be binding unless in writing and signed by the relevant authorized representatives of each of the Parties.

### 14. Glossary

- 14.1. "Address Details" means the Juniper corporate address as set forth at https://www.juniper.net/us/en/contact-us/corporate-counsel/, but does not include any email address (if listed).
- 14.2. "Affiliate" of a party means, any entity and its successors controlled by, controlling, or under common control with, such party, where "control" in any of the foregoing forms means ownership, either direct or indirect, of more than 50% of the equity interest entitled to vote for the election of directors or equivalent governing body. An entity shall be considered an Affiliate only so long as such entity continues to meet the foregoing definition.
- 14.3. "Authorized Course(s)" means all Juniper certification courses at the associate and specialist certification levels listed at https://jncaa.juniper.net/wp-content/uploads/JNAA-Paths\_062218.pdf and located on the Junos Learning Portal.
- 14.4. "Authorized Reseller" means a reseller of Lab Equipment that sells Lab Equipment contracts to End Users pursuant to a valid contract with Juniper to conduct such resale activities.
- 14.5. "Business Partner Code of Conduct" means the code of conduct which is located and accessible at http://www.juniper.net/assets/us/en/local/pdf/additional-resources/business-partner-code-of-conduct.pdf.
- 14.6. "Codes" means: (a) Juniper's Business Partner Code of Conduct; and (b) any other policies, guidelines, or references that Juniper makes available to JNCAAM from time to time.
- 14.7. "Compliance Rules" means: (a) Laws; (b) any legislation or regulation with respect to anti-bribery, anti-slavery, anti-corruption (including the U.S. Foreign Corrupt Practices Act and the UK Bribery Act) or anti-terrorism; (c) any Export Laws; and (d) any Codes.
- 14.8. "Course Materials" means materials or other intellectual property developed by Juniper for distribution to and use by JNCAAM and/or JNCAAM students; and include, but are not limited to, online materials provided via the Juniper Learning Portal and the JNCAA Website, course books, Juniper instructor guides and other reference and supporting materials and documentation used for instruction and teaching students, and Derivative Materials.
- 14.9. "Derivative Materials" means any and all derivative materials (within the meaning of Section 101 of the U.S. Copyright Act of 1978, as amended) based on any Course Materials or other copyrightable works of Juniper, whether created by Juniper or JNCAAM.
- 14.10. "<u>Documentation</u>" in any form whatsoever, means any Juniper manuals, materials, guides, specifications, tables, charts, diagrams, pictures, schematics, plans, methods, reports or testing procedures, and any information required for training or education purposes and includes any updates, changes, or derivatives of any of the foregoing.
- 14.11. "End User" means the person or organization that originally purchases, leases or licenses Lab Equipment from an Authorized Reseller for use in such person's or organization's own business operations and not for further distribution or sale.
- 14.12. "End User Data" means all information submitted by JNCAAM to Juniper and may include third party data that JNCAAM submits to Juniper.
- 14.13. "Export Laws" means any export and import controls and trade sanctions as described at https://www.juniper.net/assets/us/en/local/pdf/additional-resources/juniper-networks-shipping-terms-exhibit.pdf.
- 14.14. "JNCAA" means the Juniper Networks Cloud and Automation Academy.

### **EXHIBIT A**

### NON-BINDING TERMS

### 1. Scope and Intent

EduSkills and SRK Institute of 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.

### Proposed Obligations of SRK Institute of 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.
- Minimum 100 students commitment for each academy program every year.
- 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 astimant students they want. No capping on number of students. " Cululas.

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Nation Building Through Skills

### Certificate of Membership

This is to certify that

SRK Institute of Technology Andhra Pradesh

is an Institutional Member of

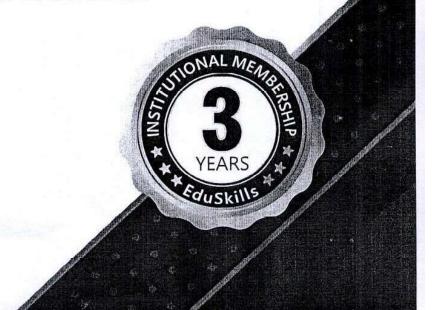
**EduSkills Foundation** 

Membership ID: 052006200601526

Valid Till: JUNE 2026

COO, EduSkills





# ACADEMIC PARTNER CERTIFICATE

Awarded to

## **SRK Institute of Technology**

as a highly valued partner for

# **Celonis Academic Alliance**

Together we strive to educate the Process Miners of tomorrow and accelerate innovation through strong collaboration.

Certificate Number : CEL-EDU-2022-072 Certificate Date : 29 August 2022



JEROME GEYER-KLINGEBERG
Head of Academic Alliance, Celonis SE



# Alteryx SparkED Partner

PRESENTED TO

### SRK Institute of Technology

This Certificate of Acknowledgement confirms that SRK Institute of Technology has successfully completed all requirements to become an Alteryx SparkED Partner.



alteryx SPARKED

Mar 30, 2023

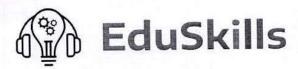
Certification Date

298

Certification Number

Oldin Luca adams

Olivia Duane-Adams, CAO, Alteryx



### **Proforma Invoice**

### EduSkills Foundation

#806, DLF CyberCity, Tech Park, Bhubaneswar, Odisha, India

GSTIN: 21AABTE0262F1ZG

PAN: AABTE0262F

Email: accounts@eduskillsfoundation.org

Bill To:

SRK Institute of Technology

Anadhra Pradesh

Date:	18 Apr 2020
Quote No.:	ESF/130

Unit	Description	Unit Price	Discount	Tax	Total
1	AWS Academy Onboarding Fee HSN/SAC - 999293	₹15,000.00	100%	IGST (18%)	₹0.00
1	AWS Academy Annual Support Fee for the Year - 2020 HSN/SAC - 999293	₹15,000.00	33%	IGST (18%)	₹10,050.00
2	AWS Academy Cloud Foundations Instructor Training Fee HSN/SAC - 999293	₹15,000.00	0%	IGST (18%)	₹30,000.00

Subtotal ₹40,050.00

IGST (18%) ₹7,209.00

Total ₹47,259.00

Declaration:

All the above fees are non-refundable. Quotation is valid for 15 days only. All disputes are subject to Bhubaneswar Jurisdiction only. Payments as per MOU / PO / Quotation

Bank Account Details:

Account Name: EDUSKILLS FOUNDATION Name of Bank: KOTAK MAHINDRA BANK Branch Address: Bhubaneswar, Odisha, India.

Bank A/C No: 6412959240 Bank IFSC Code: KKBK0007241

> For any query feel free to contact: accounts@eduskillsfoundation.org +91-7064432000



### CLOUD AND AUTOMATION ACADEMY AGREEMENT

This Juniper Networks Cloud and Automation Academy Agreement ("Agreement") is entered into between Juniper (as defined in sectic 14.19 below) and the party identified in the Company Particulars below ("JNCAAM") (each individually, a "Party", and collectively, the "Parties"). This Agreement shall be effective as of date last signed by a party below ("Effective Date").

	Company Particulars	
Company Name	SRK Institute of Technology	
Company Address	3, AIR Port Road, 44, Eluru Rd, Enikepadu, Vijayawada, Andhra Pradesh 521108	
Company Contact and Email Address:	Dr D. Haritha, harithadasari@srkit.in, 9440618096	

The Parties agree as follows:

- 1. Scope. This Agreement sets forth the terms and conditions for membership in the JNCAA program.
- 2. Appointment of JNCAAM
  - 2.1. Membership Appointment. Subject to the terms and conditions of this Agreement, Juniper hereby appoints JNCAAM as member in the JNCAA program. Juniper will provide JNCAAM access to the Course Materials and Authorized Courses throug the JNCAA Website and Junos Learning Portal. Access to Juniper's hosted lab facilities is limited and must be reserved throug the Program Manager in advance. If JNCAAM chooses to teach its students, JNCAAM may gain broader access to the Juniper Networks Education Services training materials, including lab topologies and configurations, instructor notes, and train the trainer videos. JNCAAM students may earn Juniper professional certification at no cost, by earning a voucher through a professional terminal trainer videos. JNCAAM students may earn Juniper professional certification at no cost, by earning a voucher through a professional terminal trainer videos. JNCAAM students may earn Juniper's sole discretion, membership status, requirements, guidelines, ar restrictions are subject to change at any time.
  - 2.2. Non-exclusive Appointment. Any appointment of JNCAAM under this Agreement is non-exclusive.
- 3. Term. This Agreement shall commence on the Effective Date and will have an initial term until the June 30<sup>th</sup> immediately followir the Effective Date ("Initial Term"). After the Initial Term, on July 1<sup>st</sup> of each subsequent year, this Agreement shall automatical renew for successive one-year terms ("Renewal Term") (collectively, the "Term"); unless, however, before this Agreement automatically renews, either party gives no less than ninety (90) days written notice to the other party, that the Agreement w terminate at end of the then-current term.
- 4. No Membership Fee; Indirect Purchasing.
  - 4.1. No Membership Fee. Membership in the JNCAA program is on a no-fee basis and no direct payments to Juniper are due under this Agreement.
  - 4.2. Indirect Purchasing. JNCAAM may purchase Juniper hardware, software, services, and cloud services (collectively, "La Equipment") through an Authorized Reseller. To the extent permitted by law, Juniper will use commercially reasonable effor to work with its Authorized Resellers to ensure that such Authorized Resellers extend to JNCAAM the minimum discounts in hardware and software off of Juniper's then-current Master Price List as set forth on the JNCAA Website. JNCAAM share negotiate all commercial transactional terms and conditions of indirect purchases with the Authorized Reseller, including, but not limited to, payment, ordering, cancellations and rescheduling, delivery, and taxes. JNCAAM acknowledges that Juniper with not be a party to any contract or other arrangement between an Authorized Reseller and JNCAAM.
- 5. Membership Obligations, Requirements, and Restrictions
  - 5.1. Membership Obligations. In order to maintain membership status and continued participation in the JNCAA program, JNCAA must comply with the terms and conditions in this Agreement and all Online Policies, Guidelines and Procedures. All Authorize Courses are subject to the terms and conditions on the Junos Learning Portal. JNCAAM must regularly check the JNCA Website for announcements, instructions, and directions to perform its obligations under this Agreement.
  - 5.2. <u>Lab Equipment</u>. Should JNCAAM purchase Juniper Lab Equipment, JNCAAM may only use such Lab Equipment for the purpose of providing instruction to students and teaching students pursuant to terms of this Agreement and not for any other purpose whatsoever. JNCAAM's failure to comply with this Section 5.2 shall be deemed a material breach of this Agreement.

and the end user license agreement that accompanies such Lab Equipment, and shall be grounds for immediate terminal for cause of this Agreement and the accompanying software license.

- 5.3. <u>Educational Institution</u>. Throughout the Term of this Agreement, JNCAAM must maintain its standing and qualification a recognized educational institution, such as Academic Research Institution, University, College and Junior College, vocatic or technical school, high school or academic foundation; including, military training command and professional organizal that regularly provide on-going continuing education and training to technology professionals.
- 5.4. <u>Use of Course Materials in combination with non-Course Materials</u>. JNCAAM instructors may use non-Course Materials, si as JNCAAM or third party developed course materials, with Course Materials in the classroom for instruction and teaching students; provided, use of such materials does not infringe on third parties rights and does not replace, conflict with, or distr from Course Materials or the underlying purpose and objective of this Agreement to instruct and teach Authorized Course students. Authorized Course names and numbers must be referenced accurately by JNCAAM, and all non-Course Materials from Course Materials.
- 5.5. Prohibited Use of Courses Materials. JNCAAM shall not offer to instruct or teach, distribute, or sell any training course Juniper's products and/or services (including, without limitation, any instructor-led or self-study course) that, in the sole judgm of Juniper, competes with the underlying purpose and intention of this Agreement, which is to authorize JNCAAM to instruction and teach students Authorized Courses. JNCAAM shall follow written instructions of the Program Manager respecting instruction or teaching, distribution, or selling any training course materials relative to Juniper's products and/or services the in the sole judgment of the Program Manager, is not in the best interests of the underlying purpose and intent of this Agreement.
- 5.6. Course Materials. JNCAAM shall encourage students to obtain current Course Materials provided via the Junos Learn Portal. From time-to-time, additional materials may be added to list of Authorized Courses. JNCAAM shall not reproduce copy Course Materials in any media or format, unless prior written authorization is obtained from Juniper.
- 5.7. <u>Student Satisfaction</u>. JNCAAM shall endeavor to ensure high-level of student satisfaction with its course delivery and curric by offering high quality instructional and educational classes that include regular and significant exposure to Junipe technologies.

### Confidential Information.

- 6.1. Scope. "Confidential Information" means all information disclosed, directly or indirectly, to the other party (the "Receivi Party") and labeled as confidential or proprietary, stated at the time of oral disclosure to be confidential or proprietary, or by nature of the information and the circumstances of the disclosure, the Receiving Party should reasonably infer to be confiden or proprietary. Confidential Information does not include information which: (i) is or becomes generally known through no fatof the Receiving Party; (ii) is known to the Receiving Party at the time of receipt, as evidenced by the Receiving Party's record (iii) is hereafter furnished to the Receiving Party by a third party as a matter of right and without restriction on disclosure; or is independently developed, as evidenced by contemporaneous records by the Receiving Party without use of or reference such Confidential Information.
- 6.2. <u>Protection</u>. The Receiving Party will use a reasonable degree of care to maintain all Confidential Information to accomplish purposes of this Agreement or as otherwise agreed in writing by the disclosing Party. The Receiving Party will not disclose any third party nor use Confidential Information for any unauthorized purpose. The Receiving Party may only disclic Confidential Information: (i) to its employees and representatives that have a need to know to accomplish the purposes of t Agreement; and (ii) in response to a valid order of a court or other governmental body or as otherwise required by law to disclosed, provided the Receiving Party, to the extent legally permissible, gives sufficient notice to the disclosing party to ena the disclosing party to take protective measures. Except as otherwise expressly set forth in this Agreement, no rights or licens to intellectual property in Confidential Information is granted by either Party under this Agreement, whether express, implied otherwise, to the other Party. The obligations imposed on the Receiving Party shall survive the expiration or termination of t Agreement.
- 7. Data Protection. All data collected, processed, and/or used in connection with this Agreement is subject to the Juniper Prive Policy. Juniper shall maintain appropriate administrative, physical, and technical safeguards for protection of the secur confidentiality, and integrity of End User Data as described in the applicable Documentation. To the extent End User Data include Personal Data, as defined in the Data Protection Agreement ("DPA") located at https://www.juniper.net/us/en/privalpolicy/customer-dpa/, the terms of the DPA are hereby incorporated by reference and shall apply.

### o. Ownership Rights and License Grants.

- 8.1. Ownership of Course Materials, Derivative Materials, and Software.
  - 8.1.1. Juniper has and shall have sole right, title, and ownership to all copyrights and other intellectual property rights Authorized Courses, Course Materials, and Derivative Materials.
  - 8.1.2. If applicable, JNCAAM may create Derivative Materials solely for purposes of developing classroom materials for use Authorized Courses; provided, however, JNCAAM shall not make any Derivative Materials based in whole or in part any software furnished by Juniper.
  - 8.1.3. JNCAAM agrees to assign, and does hereby assign, to Juniper, all of its copyrights and other intellectual property righ if any, in Derivative Materials, and shall execute such documents and perform such other acts as Juniper may reasonal request from time to time, to enable Juniper to perfect and protect its rights in Derivative Materials.

- 8.1.4. Upon completion of any Derivative Materials, JNCAAM shall promptly deliver to Juniper a sample copy of such materia provided, however, that JNCAAM may do so without infringing any third party rights; otherwise, it shall not make su delivery, but shall instead promptly identify such third parties and their rights with prior written notice to Juniper.
- 8.1.5. All software furnished by Juniper under this Agreement will remain the sole and exclusive property of Juniper, or, as t case may be, its third party licensors, and shall be subject to the terms and conditions of Juniper's software licen agreement.
- 8.1.6. Anti Piracy. JNCAAM shall not engage in the manufacture, use, distribution, supply, marketing, or promotion of a counterfeit, pirated, or illegal Juniper products, including, but not limited to, software or Course Materials, and if suspect or accused of being involved in such activities, will assist Juniper as reasonably necessary in the investigation a resolution of the matter.

### 8.2. Mutual Trademark License Grants.

8.2.1. License Grant to JNCAAM. Provided JNCAAM obtains specific prior written approval and authorization from Programager, at such time, Juniper thereby grants to JNCAAM, without charge, a nonexclusive, nontransferable right to a and display the trademarks, service marks, and logos claimed by Juniper ("Juniper Marks") solely in connection with a to the extent reasonably necessary for the promotion of its classes to instruct and teach students as contemplated unthis Agreement. As contemplated in this Agreement, JNCAAM may market availability of classes for Authorized Cours to potential students using only Juniper Marks. JNCAAM will not remove or after the Juniper or its third-party licenso as the case may be, copyright notices, trademarks, or packaging found on any materials furnished to JNCAAM under 1 Agreement.

JNCAAM will use the Juniper Marks in accordance with Juniper's trademark guidelines or style guide and if requested Juniper, furnish to Juniper all promotional, advertising, or other materials that refer to or display any Juniper Marks Juniper's review and approval. Use of the Juniper Marks does not create in JNCAAM's favor any right, title, or interes Juniper Marks or in continuing rights to promote and market Authorized Courses, or to instruct or teach Course Mater as contemplated in this Agreement. JNCAAM agrees to cooperate with Juniper if Juniper seeks to proceed with infringement action regarding such rights.

8.2.2. <u>License Grant to Juniper.</u> Provided Juniper obtains specific prior written approval and authorization from the instruction designated to act as the primary point of contact with Program Manager, at such time, JNCAAM thereby grants to Juniper without charge, a nonexclusive, nontransferable right to use and display the trademarks, service marks, and logos clair by JNCAAM ("JNCAAM Marks") solely in connection with and to the extent reasonably necessary for the promotion the JNCAA program to potential members. Juniper will not remove or alter the JNCAAM or its third party licensors, as case may be, copyright notices, trademarks, or packaging found on any materials furnished to Juniper under Agreement.

Juniper will use the JNCAAM Marks in accordance with JNCAAM's trademark guidelines or style guide and if reques by JNCAAM, furnish to JNCAAM all promotional, advertising, or other materials that refer to or display any JNCA Marks for JNCAAM's review and approval. Use of the JNCAAM Marks does not create in Juniper favor any right, title interest in JNCAAM Marks or in continuing rights to promote and market the JNCAA program as contemplated in Agreement. Juniper agrees to cooperate with JNCAAM if JNCAAM seeks to proceed with any infringement ac regarding such rights.

- 9. Indemnification. Except to the extent caused by the gross negligence or willful misconduct of Juniper, its employees or age JNCAAM will, as permitted by applicable law, indemnify, defend and hold harmless Juniper and its directors, officers, employ shareholders, agents, and affiliates (the "Indemnitees") from any and all losses, damages, liabilities, judgments, settleme interest, penalties, fines, costs, and expenses of whatever kind, including attorney's fees, arising out of any third-party claims resu from misappropriation of Juniper's intellectual property, whether actual or alleged. THE INDEMNIFICATION OBLIGATIONS FORTH ABOVE SHALL APPLY IN EACH CASE WHETHER OR NOT CONTRIBUTED TO, OR CAUSED IN PART BY, THE ACT OR PASSIVE NEGLIGENCE OR FAULT (OTHER THAN GROSS NEGLIGENCE OR WILLFUL MISCONDUCT) OF JUNIPER, EMPLOYEES, OR AGENTS. Notwithstanding anything to the contrary set forth in this Section, (i) an Indemnitee may participat its own expense, in any defense and settlement directly or through counsel of its choice, and (ii) JNCAAM will not enter into settlement agreement on terms that would diminish the rights provided to the Indemnitee, accept any liability, or increase obligations assumed by the Indemnitee under this Agreement, without the prior written consent of the Indemnitee.
- 10. Limitation of Liability. IN NO EVENT SHALL JUNIPER OR ITS AFFILIATES HAVE ANY LIABILITY ARISING OUT OF, O CONNECTION WITH, THIS AGREEMENT, UNDER ANY THEORY OF LIABILITY, INCLUDING, WITHOUT LIMITAT NEGLIGENCE, THOSE RESULTING FROM ACCESS TO THE AUTHORIZED COURSES, THE USE OF COURSE MATERI. OR FOR ANY OTHER REASON. THIS LIMITATION SHALL APPLY NOTWITHSTANDING THE FAILURE OF THE ESSEN PURPOSE OF ANY EXCLUSIVE OR LIMITED REMEDY. IN EVERY INSTANCE INVOLVING INACCURACIES OR MISTAKE AUTHORIZED COURSES OR COURSE MATERIALS, AS REASONABLY DETERMINED BY JUNIPER IN ITS SOLE DISCRET JUNIPER'S SOLE RESPONSIBILITY AND JNCAAM'S SOLE REMEDY SHALL BE CORRECTION OR REPLACEMENT OF S AUTHORIZED COURSES OR COURSE MATERIALS BY JUNIPER IN A REASONABLE AMOUNT OF TIME.
- 11. Warranty Disclaimer. Except as expressly set forth in this Agreement, and to the extent permitted by applicable Law, JUNIPER BEHALF OF ITSELF AND ITS AFFILIATES) MAKES NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPL INCLUDING BUT NOT LIMITED TO, ANY WARRANTIES OF MERCHANTABILITY, NONINFRINGEMENT OR FITNESS FOR PARTICULAR PURPOSE WITH RESPECT TO THE AUTHORIZED COURSES, COURSE MATERIALS, OR OTHER MATER PREPARED AND SUPPLIED BY OR ON BEHALF OF JUNIPER UNDER THIS AGREEMENT. JNCAAM ACKNOWLEDGES 1

IT HAS INDEPENDENTLY EVALUATED THE POTENTIAL RISKS AND BENEFITS OF ENTERING INTO THIS AGREEMENT A OF PERFORMING UNDER THIS AGREEMENT. JNCAAM ACKNOWLEDGES THAT IT HAS IN NO WAY RELIED ON A ASSURANCES OR REPRESENTATIONS OF JUNIPER OR ANYONE PURPORTING TO ACT ON ITS BEHALF REGARDING T POTENTIAL FUTURE BUSINESS, PROFITS, OPPORTUNITIES, REVENUES, COSTS OR CAPITAL INVESTMENTS.

### 12. Termination.

- 12.1. Either party may terminate this Agreement for cause if the other party breaches any material term or condition of this Agreem and fails to cure such breach within ten (10) days following receipt of written notice of termination from the non-breaching pa whereupon, such termination shall be effective immediately at end of the ten (10) day cure period.
- 12.2. Either party may terminate this Agreement without cause by providing the other party with no less than ninety (90) days advanted in the other party may terminate this Agreement without cause by providing the other party with no less than ninety (90) days advanted in the other party may terminate this Agreement without cause by providing the other party with no less than ninety (90) days advantage of the other party with no less than ninety (90) days advantage of the other party with no less than ninety (90) days advantage of the other party with no less than ninety (90) days advantage of the other party with no less than ninety (90) days advantage of the other party with no less than ninety (90) days advantage of the other party with no less than ninety (90) days advantage of the other party with no less than ninety (90) days advantage of the other party with no less than ninety (90) days advantage of the other party with no less than ninety (90) days advantage of the other party with no less than ninety (90) days advantage of the other party with no less than ninety (90) days advantage of the other party with no less than ninety (90) days advantage of the other party with no less than ninety (90) days advantage of the other party with no less than ninety (90) days advantage of the other party with no less than ninety (90) days advantage of the other party with ninety (90) days advantage of the other party with ninety (90) days advantage of the other party with ninety (90) days advantage of the other party with ninety (90) days advantage of the other party with ninety (90) days advantage of the other party with ninety (90) days advantage of the other party with ninety (90) days advantage of the other party with ninety (90) days advantage of the other party with ninety (90) days advantage of the other party with ninety (90) days advantage of the other party with ninety (90) days advantage of the other party with ninety (90) days advantage of the other party with ninety (90) days advantage of the other p
- 12.3. Effect of Termination. Upon termination of this Agreement:
  - 12.3.1. Each party shall promptly return to the other party, or destroy upon the disclosing party's written approval, Confidential Information of the disclosing party in its possession or control, and shall provide the disclosing party will written certification signed by one of its officers certifying to the return or destruction, of such Confidential Information.
  - 12.3.2. JNCAAM shall promptly discontinue use of the Juniper Marks and return to Juniper all materials and uses contain such Juniper Marks, and Juniper shall promptly discontinue use of the JNCAAM Marks and return to JNCAAM all mater and uses containing such JNCAAM Marks. Each party shall provide the other party with a written certification signed one of its officers certifying to the return or destruction, of the other party's marks identified herein.
  - 12.3.3. As instructed and requested by Program Manager, within thirty (30) days after termination of this Agreement, JNCA shall return or destroy all materials, documents, plaque(s), etc., related to the JNCAA program. If Program Man authorizes destruction of such materials, JNCAAM shall provide Juniper with a written certification signed by one of duly authorized officers or high-ranking executive, management or representative employee certifying the destruction all such materials.
- 12.4. No <u>Damages for Termination</u>. Neither party will be liable to the other party for any claims or damages of any kind arising of the termination of this Agreement in accordance with this Section 12, including any incidental or consequential damage including without limitation any compensation, reimbursement for the loss of prospective profits, anticipated sales or good. However, termination will not extinguish any liability of either party arising before termination of this Agreement.

### 13. Miscellaneous.

- 13.1. Governing Law. This Agreement shall be interpreted and governed by the Territory Law.
- 13.2. Dispute Resolution. If section 14.25(a) applies:
  - (1) any dispute arising out of or in connection with this Agreement, including any question regarding its existence, vali or termination, shall be referred to and finally resolved by arbitration administered by the Singapore Internation Arbitration Centre ("SIAC") in accordance with the Arbitration Rules of the Singapore International Arbitration Centre ("SIAC Rules") for the time being in force, which rules are deemed to be incorporated by reference in this clause. seat of the arbitration shall be Singapore. The Arbitral Tribunal shall consist of a sole Arbitrator. The language of arbitration shall be English;
  - (2) nothing in this section 13.2 shall preclude any party from seeking interim relief(s) or order(s) for interim preservation the courts of the Territory Law ("Territory Court"), and the parties agree to submit to the exclusive jurisdiction of Territory Court for this purpose. The parties agree that any such application to the Territory Court shall not considered as demonstrating an intention to act inconsistently in any way with these terms to settle disputes arbitration in accordance with this section 13.2;
  - (3) notwithstanding sections 13.2(1) and 13.2(2), either party may seek interim injunctive relief in the Territory Court v respect to any alleged breach of confidentiality or such party's intellectual property or proprietary rights; and
  - (4) the Parties agree that any disputes arising out of or in connection with this Agreement which the Territory I specifically prohibits from being resolved by arbitration, shall be subject to the exclusive jurisdiction of the Territory Court in respect of all disputes I cannot be resolved by arbitration.
- 13.3. Compliance with Laws. JNCAAM and its personnel shall always comply with the Compliance Rules.
- 13.4. <u>Force Majeure</u>. Neither Party will be responsible for any failure or delay in performance due to causes beyond its reasona control, provided such Party promptly notifies the other Party in writing of such event.
- 13.5. <u>Assignment</u>. JNCAAM may not assign or delegate or otherwise transfer its licenses, rights, or duties under this Agreem except with the prior written consent of Juniper. Any attempted prohibited assignment will be void. Juniper may assign, s contract or delegate any or all of its rights and/or its obligations under this Agreement to any Affiliate of Juniper without consent of JNCAAM. Subject to the foregoing, this Agreement shall be binding upon and inure to the benefit of the Par hereto and their successors and assigns.
- 13.6. Notices. Any notices related to this Agreement must be in writing and sent by registered mail or receipted courier service the case of: (i) Juniper, to the Address Details; and (ii) the JNCAAM, to the address provided by the JNCAAM. Juniper r

- permit other notification methods as described in the Onboarding Information. Notices may also be posted on the relevant permit of the notification methods as described in the Onboarding Information. Notices may also be posted on the relevant permit of the notification methods as described in the Onboarding Information. Notices may also be posted on the relevant permit of the notification methods as described in the Onboarding Information.
- 13.7. Severability; Remedies; Waiver. In the event that any one or more provisions contained herein shall be held by a cou competent jurisdiction to be invalid, illegal, or unenforceable in any respect, the validity, legality, and enforceability of remaining provisions contained herein shall not in any way be affected or impaired. Except as otherwise expressly provi herein, the remedies contained herein are cumulative and in addition to any other remedies at law or equity. A Party's fai to enforce any provision of this Agreement shall not constitute a waiver of any future enforcement of that or any other provi of this Agreement.
- 13.8. No Third-Party Beneficiaries. This Agreement does not constitute a third party beneficiary contract and, unless expressly specifically stated in this Agreement, shall not be construed to be for the benefit of any person or entity not a party her and no such person or entity shall have any license, right, or claim in connection with this Agreement.
- 13.9. <u>Guidelines and Policies</u>. Juniper may at any time modify any Online Policies, Guidelines and Procedures effective we posted to the applicable site, provided that no such modification shall affect the provision of Authorized Courses or Course Materials prior to the effective date of such modification. By accessing or using Authorized Courses or Course Materials Agreement, JNCAAM understands that it is bound by Juniper's then-current version of its Online Polic Guidelines and Procedures.
- 13.10. Entire Agreement; Amendment. This Agreement, including any attachments, URLs, and Online Policies, Guidelines Procedures incorporated by reference herein, constitute the entire agreement between the Parties and supersede previous and/or contemporaneous agreements and understandings, whether oral or written, between the Parties hereto respect to the subject matter of this Agreement. No waiver, consent, modification, amendment or change of the te contained herein shall be binding unless in writing and signed by the relevant authorized representatives of each of Parties.

### 14. Glossary

- 14.1. "Address Details" means the Juniper corporate address as set forth at https://www.juniper.net/us/en/contact-us/corpor counsel/, but does not include any email address (if listed).
- 14.2. "Affiliate" of a party means, any entity and its successors controlled by, controlling, or under common control with, such pay where "control" in any of the foregoing forms means ownership, either direct or indirect, of more than 50% of the equivalent entitled to vote for the election of directors or equivalent governing body. An entity shall be considered an Affiliation only so long as such entity continues to meet the foregoing definition.
- 14.3. "Authorized Course(s)" means all Juniper certification courses at the associate and specialist certification levels liste https://jncaa.juniper.net/wp-content/uploads/JNAA-Paths\_062218.pdf and located on the Junos Learning Portal.
- 14.4. "Authorized Reseller" means a reseller of Lab Equipment that sells Lab Equipment contracts to End Users pursuant to a vicontract with Juniper to conduct such resale activities.
- 14.5. "Business Partner Code of Conduct" means the code of conduct which is located and accessible http://www.juniper.net/assets/us/en/local/pdf/additional-resources/business-partner-code-of-conduct.pdf.
- 14.6. "Codes" means: (a) Juniper's Business Partner Code of Conduct; and (b) any other policies, guidelines, or references Juniper makes available to JNCAAM from time to time.
- 14.7. "Compliance Rules" means: (a) Laws; (b) any legislation or regulation with respect to anti-bribery, anti-slavery, anti-corrup (including the U.S. Foreign Corrupt Practices Act and the UK Bribery Act) or anti-terrorism; (c) any Export Laws; and (d) Codes
- 14.8. "Course Materials" means materials or other intellectual property developed by Juniper for distribution to and use by JNCA and/or JNCAAM students; and include, but are not limited to, online materials provided via the Juniper Learning Portal the JNCAA Website, course books, Juniper instructor guides and other reference and supporting materials documentation used for instruction and teaching students, and Derivative Materials.
- 14.9. "<u>Derivative Materials</u>" means any and all derivative materials (within the meaning of Section 101 of the U.S. Copyright At 1978, as amended) based on any Course Materials or other copyrightable works of Juniper, whether created by Junipe JNCAAM.
- 14.10. "<u>Documentation</u>" in any form whatsoever, means any Juniper manuals, materials, guides, specifications, tables, characteristic diagrams, pictures, schematics, plans, methods, reports or testing procedures, and any information required for trainin education purposes and includes any updates, changes, or derivatives of any of the foregoing.
- 14.11. "End User" means the person or organization that originally purchases, leases or licenses Lab Equipment from an Author Reseller for use in such person's or organization's own business operations and not for further distribution or sale.
- 14.12. "End User Data" means all information submitted by JNCAAM to Juniper and may include third party data that JNCA submits to Juniper.
- 14.13. "Export Laws" means any export and import controls and trade sanctions as descri at https://www.juniper.net/assets/us/en/local/pdf/additional-resources/juniper-networks-shipping-terms-exhibit.pdf.
- 14.14. "JNCAA" means the Juniper Networks Cloud and Automation Academy.

- 14.15. "JNCAAM" means the Party referenced in the Preamble participating in the JNCAA program under this Agreement.
- 14.16. "JNCAA Website" means the JNCAA website located at https://jncaa.juniper.net/.
- 14.17. "Junos Learning Portal" means the online learning portal available at https://learningportal.juniper.net.
- 14.18. "Juniper's Website" means www.juniper net, including, but not limited to, the JNCAA Website and the Junos Learn Portal.
- 14.19. "Juniper" means, if Course Materials and/or Authorized Courses are provided by Juniper to a location in: (a) North Americantral America or South America, Juniper Networks (U.S.), Inc; (b) United Kingdom, Juniper Networks (U.K.) Limited; India, Juniper Networks Solution India Private Limited; (d) Australia, Juniper Networks Australia Pty Ltd; or where a local is not listed above, Juniper Networks International B.V.
- 14.20. "Juniper Privacy Policy" means the Juniper Privacy Policy posted at the following URL: https://www.juniper.net/us/en/privapolicy/.
- 14.21. "Laws" means laws, ordinances, codes, rules, standards, and regulations of any territory or jurisdiction.
- 14.22. "Onboarding Information" means information that Juniper provides to the JNCAAM (as updated from time to time) for purposes of transacting under this Agreement and, in the case where JNCAAM provides information to Juniper, may included User Data.
- 14.23. "Online Policies, Guidelines and Procedures" means, without limitation, any policies, guidelines, or procedures, that applicable to the JNCAA program, referenced in this Agreement, and/or posted at Juniper's Website.
- 14.24. "Program Manager" means the JNCAA manager responsible for oversight of the JNCAA program, as designated by Juniz The Program Manager may, in Juniper's sole discretion, be changed from time-to-time.
- 14.25. "Territory Law" means: (a) in the case where all of the Parties to this Agreement are incorporated in India, the laws of In and, subject to section 13.2, the Parties consent to the personal and exclusive jurisdiction of the courts in New Delhi; or in all other cases, the laws of the State of California without regard to its conflict of laws principles or to the U.N. Convent on Contracts for the International Sale of Goods, the application of which is hereby excluded and any disputes arising ou this Agreement, the Parties consent to the personal and exclusive jurisdiction of, and venue in, the state and federal county within Santa Clara County, California.

The Parties are signing this Agreement by their duly authorized officers or representatives.

Juniper (as defin	ed in section 14.19 above)	SRK Institute of Tec	chnology
(Authorized Repr Rajendra Kar	esentative – Signature) e	(Authorized Repres	entative – Signature)
		Dr D. Harith	na
(Authorized Representative – Printed)		(Authorized Representative – Printed)	
	roller December 15, 2021	HOD CSE	2-12-2021
(Title)	(Date)	(Title)	(Date)
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Juniper Networks

Business

Approved As To Form

Business

# Sueprism University

Blue Prism is proud to recognize our partner

# SAK Institute of Technology

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for meeting all the program requirements to set up

BLUE PRISM ACADEMIA PROGRAM in the field of Robotic Process Automation

Date: 17/06/20

Signature;

Ana Howes

Global Head of Education Services

### MUTUAL NONDISCLOSURE AGREEMENT

This agreement is entered into by Blue Prism India Private Ltd and the other party listed below, as of the date of the later signature below ("Effective Date"), in order to evaluate and possibly enter into a business transaction between the parties or their affiliates (the "Purpose"). The parties are entering into this agreement so that each of the parties and their affiliates (each, when disclosing, "Discloser") may disclose to the other party and to their affiliates (each, when receiving, "Recipient") information related to the proposed business transaction that Discloser considers confidential, that is marked as confidential or which Recipient should know is confidential based on the way it was disclosed or the subject matter of the information (the "Confidential Information"). An "affiliate" is any legal entity either party owns, that owns such party or that is under common control with such party. "Control" and "own" mean possessing a 50% or greater interest in an entity or the right to direct the management of the entity.

- No Obligation or License; Disclaimer of Warranty. This agreement does not (a) impose on either party any obligation to enter into
  any business relationship or proceed with any business transaction; (b) grant any right or license to the intellectual property rights of the
  other party, except the limited rights granted in this agreement as necessary to use the Confidential Information for the Purpose; or (c)
  create, and each party hereby disclaims, all express and implied warranties for its Confidential Information, including but not limited to
  implied warranties of fitness for a particular purpose, and merchantability, and all implied representations and warranties provided by
  statute or common law.
- 2. Use, Protection and Disclosure of Confidential Information. Recipient may use Confidential Information only for the Purpose. Confidential Information and to prevent any unauthorized use or disclosure of Infidential Information. Recipient may share Confidential Information, solely as needed for the Purpose, with its representatives who need to know it and only if they have agreed with either party in writing to protect the confidentiality of the Confidential Information. A "representative" is an employee, contractor, advisor or consultant of either party or of its respective affiliates. A party may disclose Confidential Information when compelled to do so by law if it provides reasonable prior notice to the other party, unless a court orders that the other party not be given notice. If there is an unauthorized disclosure of Confidential Information, Recipient shall notify Discloser in writing as soon as it becomes aware of such disclosure and provide reasonable assistance to Discloser to minimize any damages caused by such disclosure.
- 3. Information That is Not Confidential Information. Confidential Information does not include information that: (a) was known to Recipient without restriction before receipt from Discloser; (b) is publicly available through no fault of Recipient; (c) is rightfully received by Recipient from a third party without a duty of confidentiality; or (d) is independently developed by Recipient.
- 4. **Term and Termination**. This agreement will have a term of three (3) years from the Effective Date and either party may sooner terminate this agreement on 30 days' prior written notice. Section 2 of this agreement will survive any expiration or termination of this agreement as to Confidential Information that is disclosed before termination or expiration and for a period of two (2) years thereafter. Upon expiration or earlier termination, Recipient shall return or destroy all Confidential Information of Discloser (at Discloser's option) and certify in writing that it has done so. Notwithstanding anything to the contrary herein, protection of trade secrets, including, but not limited to, technical information about a Discloser's current products and services and all information about possible unreleased products or services shall never expire.
- 5. **Governing Law and Venue.** This agreement is governed by the laws of Singapore, and the exclusive venue for disputes shall be the courts of Singapore.
- 6. **Modification and Interpretation.** This agreement may only be modified in a writing signed by both parties. If any provision of this agreement is deemed invalid or unenforceable, the remaining provisions will remain in effect and enforceable without the invalid or unenforceable provision.
- 7. **Integration.** This agreement is the entire agreement between the parties relating to the Purpose and supersedes all prior or contemporaneous agreements between the parties relating to the Purpose.
- 8. **Assignment.** Neither party may assign this agreement without the other party's written consent, except that consent is not required if the assignment is to an affiliate of the assigning party. This Agreement will inure to the benefit of and be binding upon any authorized successors and assigns.
  - 9. Counterparts. This agreement may be signed in counterparts and may be agreed to and exchanged electronically.
- 10. **Notices.** Any notices required under this agreement must be sent to the address below and must be in writing and refer to this agreement. Notices may be delivered by courier, by registered mail with a return receipt, by reputable overnight delivery service with delivery confirmation, or by email. Notices will be deemed given when received if sent by courier or overnight service, 5 days after deposited in the mail if sent by registered mail, and in the case of email, when such email is sent, unless a mail non-delivery notification has been received by the sender.

Blue Prism Pte Ltd Mutual Nondisclosure Agreement 2019.04.01

Signed for and on behalf of Blue Prism India Private Ltd.	suggester and on behalf of SEK Institute of Textunely
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Daniel Sassoon	The transfer of the second
Associate General Counsel - APAC	Professo, ators
17 June 2020	44 86 1222
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THIS CERTIFICATE OF ACKNOWLEDGEMENT CONFIRMS THAT

## **SRK Institute of Technology**

has successfully completed all requirements to become a Palo Alto Networks® Cybersecurity Academy.

Nikesh Arora Chairman and CEO Palo Alto Networks

Oct 2, 2020

Certification Date

1059

Certification Number





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S.No. 3324 Date 18/3 2020 RS100/r Sold to Sri: SRK. Foundation VJA ReP by K. Ashok Slo K. Rama Doss, VJA





O.L.No.08/2013 R.L.No.06-21-017/2020 D.No. 60-29-4, Ashok Nagar Vijayawada-10. Celi:9491755448

### MEMORANDUM OF UNDERSTANDING

BETWEEN

SRK INSTITUTE OF TECHNOLOGY

AND

ADMINISTRATIVE STAFF COLLEGE OF INDIA (ASCI) HYDERABAD

This MoU is made and executed on the 23 December 2020

BETWEEN

### AND

Administrative Staff College of India, Bella Vista, Raj Bhavan Road, Khairatabad, Hyderabad, Telangana500082

SRK Institute of Technology, Enikepadu, Vijayawada – 521108, Andhra Pradesh, (herein after called SRKIT) is affiliated to Jawaharlal Nehru Technological University, Kakinada, Andhra Pradesh. SRKIT has taken a progressive step in the field of sanitation by initiating actions for incorporating Open Defecation Free ++ (ODF ++) / Faecal Sludge and Septage Management (FSSM) in the certification program soon to be launched at SRKIT. Also, it is decided to take a step towards sensitizing motivated students working in the field of FSSM. This would go a long way in realizing the vision of making Andhra Pradesh an ODF++state.

SRKIT herewith has taken yet another progressive step towards girl students. Despite growing number of girl students in engineering streams, there is still a gender gap that needs to be bridged. In this regard, it is decided to take a step in sensitizing the community on the need for empowerment of women. Also, if girl students are trained as change makers for environment related issues, it will go a long way in protecting the environment and society.

Administrative Staff College of India (herein after called ASCI) is a leading institution offering training, research and consultancy services in the field of urban management (amongst other areas) with a focus on urban sanitation and water. The ASCI is a knowledge partner to Government of Andhra Pradesh (GoAP) for helping the state achieve its urban sanitation goals. The ASCI has established a Technical Support Unit (TSU) at Swachha Andhra Corporation which also supports the Commissioner and Directorate of Municipal Administration (CDMA) in implementing the Faecal Sludge and Septage Management (FSSM) policy and all the activities within that. With a view to sustain the sanitation improvements being undertaken by the GoAP, ASCI is committed to build the capacities of academic and research institutes of repute.

### The Memorandum of Understanding covers the following points:

1. ASCI to support SRKIT in developing syllabus and support material to introduce

- course on Faecal Sludge and Septage Management in the Environmental Science subject in the SRKIT from the academic year 2020-2021 onwards.
- 2. ASCI to provide internship opportunities to students.
- ASCI to provide research and consulting assignments to faculty members in FSSM as and when an opportunity arises.
- 4. ASCI to undertake training of faculty members of SRKIT on FSSM.
- 5. SRKIT to organize academic and professional seminars, workshops on FSSM
- SRKIT to introduce a Certificate course on Faecal sludge and Septage Management. SRKIT will finalize syllabus and course material in consultation with ASCI.
- SRKIT to organize training programs on sanitation (ODF, ODF+, ODF++) for different stakeholder groups in partnership with ASCI.
- ASCI to hold conduct guest lectures, seminars and workshops to impart knowledge of opportunities and tools available and train women.
- ASCI to hold seminars/workshops to educate on women specific health issues and measures to be taken.

The responsibilities of the two parties under each of the aforementioned topics are elucidated in the following table:

Торіс	Department of Environment Science	ASCI
Introduce a unit on FSSM and over a period of time develop and introduce FSSM Certificate course.	Obtain approval for introduction of unit on FSSM as a mandatory unit from academic year 2020-2021 onwards and Certificate course on FSSM from academic year 2020-2021 onwards. To develop the Certificate course in consultation with ASCI.	Support development of course content.
Provide fellowship to faculty members in the area of Faecal Sludge and Septage Management from the year 2020-2021 onwards.	<ul> <li>Identify faculty to be offered fellowship and submit to ASCI with their bio-data for acceptance.</li> <li>Shortlisted suitable faculty (about 2 faculty members per year) through a screening process jointly</li> </ul>	Provide a stipend of Rs. 10000 to each faculty per month for a period of three months, for a maximum of 2 faculties from the year 2020-2021.  Additional assistance

	managed by SRKIT and ASCI.  Identify one senior faculty co-coordinator to work with faculty members executing the projects identified in consultation with ASCI.  Fellowship involves frequent travel to identified project sites, collection of data, report preparation etc.  Submit fortnightly progress report of the project to ASCI on the identified projects. These reports would be guided and finalized by concerned faculty member prior to submission.  Submit one hard copy and soft copy of the completed project report to ASCI.  Submit monthly certificate for the release of payment of Fellowship.	will be extended to cover travel expenses and any other project related expenditure upon taking prior approval.
Provide internship opportunities to Final Year B.Tech students	Identify candidates to be offered internship and submit to ASCI with their bio-data for acceptance, at least 30 days in advance.      Shortlist suitable candidates (maximum of 6 candidates per academic year) through a screening process jointly managed by SRKIT and ASCI.  Identify faculty coordinating with the selected students in executing the projects identified in consultation with ASCI.	Provide     opportunities for     internship. No     stipend will be paid.     ASCI will cover     travel and other     incidental expenses.
Training faculty members in the	Identify and send details of the faculty members along	Sponsor maximum of 2 faculty

Department of Environment Science.	with their bio-data for acceptance by ASCI.  • After completion of the programme, the faculty shall submit a report on the training programme and how they are planning to implement their learning.	members per academic year for training programme on FSSM with reputed institutions, including programme fee and travel, boarding and lodging, subject to the acceptance.
Providing consulting assignments to trained faculty members.	<ul> <li>SRKIT and ASCI to jointly identify areas of contribution by faculty members.</li> <li>SRKIT to submit formal proposal detailing scope, methodology, expected outcomes, cost etc</li> </ul>	ASCI to provide a consultation fee based on the assignment as per formal proposal mutually agreed.
Collaborate in other academic and professional activities to promote FSSM.	<ul> <li>SRKIT to develop proposals for conferences, workshops, training programs etc on FSSM for joint conduct and delivery with ASCI.</li> <li>Organize and provide venue for the above.</li> </ul>	ASCI to provide technical support as per mutual agreement.
Development of FSSM laboratory and incubation centre.	SRKIT to develop proposals for enhancing existing lab to lab with FSSM capabilities and for establishing incubation centre for FSSM.	<ul> <li>ASCI to support in identifying suitable financial and technical partners for SRKIT.</li> </ul>

- ASCI to retain the right to future use of the developed material with other institutions.
- This MoU shall become effective upon signature by the authorized officials from SRKIT and ASCI and will remain in effect until modified or terminated by anyone of the partners by mutual consent. Any one party may dissolve it by addressing a letter to the other party.
- In order to have a smooth functioning of operations it is agreed by both parties that SRKIT will identify one faculty member to co-ordinate with ASCI and similarly

ASCI will identify one faculty member to co-ordinate with SRKIT on the agreed activities.

- In the event of disputes between the parties, the same shall be resolved amicably.
- Nothing in this MoU prevents either party from entering in to a similar MoU with another party.
- This MoU is legally non binding. This is only for the purpose of recording the common interest of both the parties.

**Expected Timelines** 

ACTIVITY	TIME FRAME
Course development.	One month from signing of the MoU and approval by the SRKIT
Incorporating the FSSM in the Environmental Science Subject of B.Tech and as a Certificate Course.	From the Academic Year 2020-2021.
Rolling out of fellowship scheme for a period of 3 months (max).	From the Academic Year 2020-2021.
Training program for faculty members.	During the MoU validity period.
Proposals for workshops, conferences, lab, incubation centers.	From the Academic Year 2020-2021.
Proposals for women leadership training pogrammes.	From the Academic Year 2020-2021.

For and on behalf of
SRK Institute of Technology

Signature:

Name: Dr. M.Ekambaram Naidu
Designation: Principal
Date: 23 Decemebr2020

PRINCIPAL
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SRK Institute of Technology
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SRK Institute of Technology
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For and on behalf of
Administrative Staff College of India

Signature:

Designation: Director
Sat College
Date: 23 Decembr2020

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### MEMORANDUM OF UNDERSTANDING (MOU)

**BETWEEN** 

### SRK INSTITUTE OF TECHNOLOGYVIJAYAWADA

&

### TEAMYUVA TECHNO SOLUTIONS VIJAYAWADA





### MEMORANDUM OF UNDERSTANDING

This **Memorandum of Understanding** (herein after called as the 'MOU') is entered into on this the 8th, March, **Two** Thousand Twenty One (08-3-2022),

### BETWEEN

Name: SRK INSTITUTE OF TECHNOLOGY, Vijayawada-521108, represented herein by Principal (hereinafter referred as 'First Party', the institution which expression, unless excluded by or repugnant to the subject or context shall include its successors – in-office, administrators and assigns).

### AND

TEAMYUVA TECHNO SOLUTIONS, Vijayawada the Second Party, and represented herein by its Head, Mr. Nageswara Rao Vangara (hereinafter referred to as "Second Party", company which expression, unless excluded by or repugnant to the subject or context shall include its successors – in-office, administrators and assigns).

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

### WHEREAS:

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



- E) **TEAMYUVA TECHNO SOLUTIONS, Vijayawada**, the Second Party is engaged in Business, Manufacturing, Skill Development, Education and R&D Services in the fields of *Technical Training, Intenships, Paper Publications* and live Project Training.
- F) **TEAMYUVA TECHNO** SOLUTIONS, **Vijayawada**, the Second Party is promoted by **promotername** Group; Address and background of the Company;
- G) Give related information, its branches, and dimensional information about the industry concerned with whom the MOU is sworn.

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

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

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

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

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



### CLAUSE 2 SCOPE OF THE MOU

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

Curriculum Design: Second Party will give valuable inputs to the First Party in teaching / training methodology and suitably customize the curriculum so that the students fit into the industrial scenario meaningfully.

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

Internships and Placement of Students: Second Party will actively engage to help the delivery of the Internship and placement of students of the First Party into internships/jobs,as per AICTE internship Policy. The Second Party will also register itself on AICTE Internship Policy Portal for disseminating the Internship opportunities available with them.

H) Research and Development: Both Parties have agreed to carry out the joint research activities in the fields of TEAMYUVA TECHNO Solution's Technical Training, Internship, Paper Publications and live Project Training.

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



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

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

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

There is no financial commitment on the part of the **SRK INSTITUTE OF TECHNOLOGY**, the First Party to take up any program mentioned in the MoU. If there is any financial consideration, it will be dealt separately.

### **CLAUSE 3 INTELLECTUAL PROPERTY**

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

### **CLAUSE 4 VALIDITY**

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

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

### CLAUSE 5 RELATIONSHIP BETWEEN THE PARTIES

5.1 It is expressly agreed that **First Party** and Second **Party** are acting under this MoU as independent contractors, and the relationship established under this MoU shall not be construed as a partnership. Neither Party is authorized to use the other Party's name in any way, to make any representations or create any obligation or liability, expressed or



### MEMORANDUM OF UNDERSTANDING

### BETWEEN

### SRC-E SOLLUTIONS, VIJAYAWADA

### And

SRK INSTITUTE OF TECHNOLOGY, Enikepadu, Vijayawada - AP 521108.

This MOU is made on **07-06-2022** between SRC e-SOLLUTIONS, Radio colony VIJAYAWADA here after called as first party and SRK INSTITUTE OF TECHNOLOGY, Enikepadu, Vijayawada - AP 521108 here after called as second party.

SRC e-SOLLUTIONS having in office at door no 54-18-36/2 Radio colony, h.No-19 second line, opposite to SBI bank road near govt. ITI, Vijayawada 520008 is specialized in conducting industrial trainings, internships, project assistance, Add on Certification courses and workshops for B.Tech and M.Tech Students

### And '

SRK INSTITUTE OF TECHNOLOGY is aspire to achieve excellence in the field of technical education through diligence, dexterity and dedication, imbibing in individuals a spirit of quality consciousness, and sensitivity for the needs of society. Make the individuals aspiring to be technocrats, ready to face the competition evident at global levels through sincere efforts. Encourage the students who will emerge as dignified, responsible, disciplined and talented citizens strive to continue the journey of our nation towards prosperity and success.

Now Therefore, Both the parties here by agree as follows

 Training centers will conduct various courses for students of SRKIT at institute Premises or at Training Centre by providing specialized faculty.



- 2) Both parties will work towards creating better awareness and courses for better Employability of Student participants.
- 3) This agreement is valid for the Academic Year 2022-2023 right from the commencement of the date mentioned.

### **OBJECTIVE:**

The main purpose and objective of this Memorandum of Understanding is to provide Hardware Knowledge, Software Knowledge, Skill Development Programs, Industry and Academia Engagement Programs to make them Industry-Ready by both parties.

### Process involved after MOU:

First Party agrees to interact with College students and help them register on its online platform. It will also provide internship opportunities with its registered members companies also help in organizing inter college competitions, guest lecturers from industry expert and other similar activities for student engagement and skill development and enlist the second party and the second party shall enlist the first party as academic partner in the website, brochures, or any other marketing material.

The Institute and first party shall mutually agree to undertake joint career training activities at various educational institutions and other organized seminars and workshops. Also the parties shall organize the programs jointly to train the students in terms of mock tests and Mock interviews. Apart from that parties shall help the students in creating professional profile on online platforms which is visible to the recruiters and placement agencies.

This MOU shall not be changed or modified, except by amendment(s) in writing duly agreed and executed by the parties shall benefit and bind the parties and their respective successors and permitted assigns.



Cell: 99482 17170, Ph: 0866-6633374 # 27-37-66, 1st Floor, Opp. Raghavaiah Park,

Bundar Road, VIJAYAWADA-520 002. e-mail: info@myartha.org, www.myartha.org

Date:

### MEMORANDUM OF UNDERSTANDING

Between

SRK INSTITUTE OF TECHNOLOGY,

ENIKEPADU, VIJAYAWADA-521 108, ANDHRA PRADESH.

And

ARTHA FINANCIAL PROFESSIONALS' GURU,

NO.27-37-66,1ST FLOOR, VIJAYAWADA RD, OPPOSITE RAGHAVAIAH PARK, GOVERNOR PETA, VIJAYAWADA, ANDHRA PRADESH 520002

This AGREEMENT made and entered into on 01<sup>st</sup> day of July, 2022 between the SRK Institute of Technology, Approved by AICTE & Affiliated to JNTU Kakinada, ISO 9001:2015 Certified Institution, Sponsored by SRK Foundation, located at Enikepadu, Vijayawada- 521 108 (hereinafter referred to as the "INSTITUTION" which expression shall where the contest so admits include its successors and permitted assigns) of one part

And

ARTHA FINANCIAL PROFESSIONALS' GURU, No. 27-37-66, Ist FLOOR, VIJAYAWADA ROAD, OPPOSITE RAGHAVAIAH PARK, GOVERNOR PETA, VIJAYAWADA, ANDHRA PRADESH - 520002 (hereinafter referred to as "ASSOCIATE" which expression shall where the contest so admits include its successors and permitted assigns) of the other part.

### Objectives & Scope

- Design, develop and deliver programmes ensuring required quality in Financial Models (NCFM) which in turn will lead to professional development as per the Industry requirements for Finance Specialization students of MBA & Integrated MBA.
- To extend cooperation for workshops / seminars/ faculty development programmes.
- To conduct short courses, as mutually agreed in writing between the parties.
- To Encouraging students of the institution to opt modules of NSE ACADEMY'S Certification in Financial Markets (NCFM) offered by the associate.
- To allow the MBA & Integrated MBA students for the Internship in the Associate.



Cell: 99482 17170, Ph: 0866-6633374 # 27-37-66, 1st Floor, Opp. Raghavaiah Park, Bundar Road, VIJAYAWADA-520 002.

e-mail: info@myartha.org, www.myartha.org

### Role of the Institution

Date:

- The INSTITUTION shall provide the available infrastructure & basic amenities such
  as electricity, water, telephone, etc.; suitable and ready for delivering the training
  courses and other activities in conjunction with the ASSOCIATE in the scope.
- The INSTITUTION shall help to develop market through its existing established network and would support in marketing exercise.
- The INSTITUTION shall treat ASSOCIATE as a training partner for joint activities for mutual benefits.

### Role of the ASSOCIATE

- The ASSOCIATE shall design, develop and provide required course materials & practical training to the students.
- The ASSOCIATE shall assist in offering Major Projects in the area of Finance Stream in various Financial Organizations.

### Authorised officials to execute the MOU

Dr. M. Ekambaram Naidu, Principal, SRK Institute of Technology, Enikepadu, Vijayawada represents the Institution. Mr. Sk. Zakir Hussain, Director- Artha Financial Professionals' Guru, Vijayawada, Andhra Pradesh represents the Associate.

### Funding

The INSTITUTION shall not be liable for discharging any financial commitments made by the ASSOCIATE or vice-versa.

### Duration

This MOU is at will and may be modified by mutual consent of authorized officials. MOU shall be effective from the date of signing and shall remain in force for a period of One year. It shall automatically be renewed for next one year until & unless discontinued by either party.

### **Steering Committee**

The MOU Provisions for constitution of a steering committee with the following constitution with a view to operate the agreement quite meaningfully and successfully:

(1) Principal, SRK Institute of Technology, Vijayawada

Chairman

(2) Director of Artha Financial Professionals' Guru

Member

(3) Head of the Department, MBA, SRKIT

Member



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S.No.73.12 D128/4/22Rs100/-Sold to Sri: B.S. Sri. Krishna, Slo BS Apparao, Vijayawada R.L. No.: 06-16-010 0F 2022 valid Up to: 31-12-2024 valid Up to: 31-12-2024 por Whom. S. R.K. Institute of Technology, Enikepadu. #7-31, Lotus Towers, Kondapal coll: 0492225727

### MEMORANDUM OF AGREEMENT BETWEEN

SRK INSTITUTE OF TECHNOLOGY, Vijayawada (First Party) AND **Indo-Euro Synchronization Pvt Ltd - IES** (Second Party)

For International Skill and internship initiatives in the various Academic institutions of Andhra Pradesh

### **MEMORANDUMOFAGREEMENT**

This Memorandum of Agreement (MoA) is entered into on 2nd day of August 2022 at Vijayawada,

By and Between:

**SRK Institute of Technology** having its (here in after referred to as "College", which expression shall unless repugnant to the meaning thereof, mean and include its successors and permitted assigns) of the First part

And

**Indo-Euro Synchronization Pvt Ltd** represented by VVN Raju, Managing Director of Indo-Euro Synchronization Pvt Ltd, Reg. Office: Plot No 3, 2nd Floor, Our Place Restaurant Street, Ashramam Road, Tadepalli, Guntur, AP – 522501, India hereinafter called the **IES** (which expression shall unless repugnant to the meaning thereof, mean and include its successors and permitted assigns of the Second part

IES and College are hereinafter referred to singly as "Party" and jointly as "Parties".

### I.PREAMBLE/ BACKGROUND

### **Brief about IES:**

IES is an initiative created by having experience and presence in technical and business bodies to connect India and Europe closer together and upskill the learning ecosystem at international standards. IES strive to create a better technological future by enabling closer collaboration and knowledge exchange between universities, academic institutions, companies and supporting governmental bodies. IES excelled in creating the knowledge clusters in India in the fields of Industry 4.0, Industrial automation and Robotics, Data Sciences, AI and IOT etc sectors. It also has a fleet to higher education models to German and European universities, like joint degree programs, standalone bachelor and master program, short term and long-term exchange certification programs and any kind of full-degree programs. All the models are developed on self-sustained basis including time to time funding support from Indian and European public and private bodies

### Brief about SRK Institute of Technology:

SRK Institute of Technology is a nonprofit organization established under the flagship of SRK Foundation in 2007. The institution was born out of the benign vision of eminent educationist and industrialist, Sri B. S. Appa Rao, who desired of providing quality education to the rural and semi urban students. The institution is located on the National Highway 16 in the city of Vijayawada, also known as cultural capital of Andhra Pradesh, on the banks of river Krishna. Its location makes it one of the most accessible colleges. The Institution was accredited by NAAC with A grade. Every year, approximately 2, 200 students study at the institute. The institute has well qualified and experienced faculty. The faculty is encouraged to update their knowledge and pursue higher degrees. The institute provides requisite facilities and infrastructure for students and staff. The institution has strong industry-academia collaborations with the organizations like APSSDC (Andhra Pradesh State Skill Development Corporation), CISCO, UTL Technologies and many more for skilling programmes.

### II. PURPOSE:

- 1. This engagement will aim to skill the graduates from the state of Andhra Pradesh by having the presence with domestic and international cooperation's.
- To align courses and curriculum as per the International Standards adhering to Industry demand and needs.
- To provide emerging and advanced skill training including assessment, certification and to facilitate industry connects to the trained students.

### III. ROLES AND RESPONSIBILITIES:

### 1 FIRST PARTY- SRK Institute of Technology shall

- 1. Establish necessary infrastructure in collaboration with IES;
- 2. Provide training to the students as per the course curriculum and assigning the necessary credit points for mandatory or non-mandatory courses/internship as a part of the course.
- 3. Assign the designated classroom and time slot in order to execute the agreed certification and/or internship program
- 4. Supporting the faculty to be part of agreed Faculty Development programs in order to enhance their knowledge time to time.
- 5. Supporting the students to archive opportunity to participate in the further industry internships, higher education opportunities and placement or career linkage activities
- 6. Depute required faculty to manage and co-ordinate Trainings in designated labs;
- 7. Collaborate for dissemination of knowledge on cutting edge technologies to faculty and research programs;
- 8. Take care of insurance and regular maintenance pertaining to Hardware installed in jointly established labs
- 9. Follow the guidelines as specified by APSSDC or equivalent policy body from time to time;
- 10. Submit all reports and documents relating to progress of the students on rolls, Accounts, Audit and Annual Work Plan, students' academic and placement records as specified at such frequency as may be required by APSSDC, IES and /or similar policy body

### 2 SECONDPARTY -IES shall

- 1. IES will establish the nodal centres at colleges to execute jointly agreed programs in collaboration with APSSDC or equivalent policy body and its knowledge partners.
- Develop the courses according to the market needs in India and execute with academic planning in collaboration with APSSDC or equivalent policy body, and also conduct training of trainers/faculties.
- At present, two courses are offered under the initiative as to provide training in collaboration with partnered Colleges and its certification along with their knowledge partners.
- 4. Provide support for conducting career linkage activities.
- 5. Impart the course sand provide assistance to further internships, placements and higher education opportunities to the students who had successfully completed the program;

- Consider the students from these trainings as a priority to provide employment and higher education.
- Collaborate for dissemination of knowledge on cutting edge technologies to faculty and research programs.
- 8. Along with their knowledge partners to provide commercial support as a part of student course along with APSSDC.
- 9. Ensure conducting assessments as per standard assessment pattern and shall provide certificate to the successful students.
- 10. Follow the guidelines as specified by APSSDC or equivalent policy body from time to time.

### IV. Compliances:

- KPIs-Key Performance Indicators (KPIs) will be developed by IES in mutual consultation with colleges and APSSDC and/or equivalent policy body.
- **Monitoring**: The activities of shall be regularly monitored by IES in mutual consultation with colleges and APSSDC and/or equivalent policy body.

### V. Responsibilities of the Parties:

### Both parties agree that:

- 1. The Parties shall diligently perform their respective obligation under the Agreement as per the procedure set forth above.
- Neither Party shall share any confidential information with any other party. The sharing of such database by each other will be on trust that it will not be used by either Party for providing any kind of information to any third party.
- 3. Both parties agree to bring down the student's fee component Vs number of students as follows: Colleges need to send their selection of their option before start of the enrollment by writing in letter or email for that particular academic year.

Selection/Option	Colleges	IES
1	100 students for core engineering program and 100 students of CSE & IT program	Cost per student: 2000 INR (Including GST)
2	Min 100 students for core engineering program (or) CSE & IT program	Cost per student: 2000 INR (Including GST)
3	Min 60 students for core engineering program	Cost per student: 4000 INR (Excluding GST)

### VI. Branding:

IES & College shall ensure necessary branding for agreed programs. IES and College shall follow the branding guidelines as specified by APSSDC or equivalent policy body from time to time.

### VII. Attendance:

IES and College shall follow the attendance formats as specified by APSSDC or equivalent policy body from time to time.

### VIII. Arbitration:

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. Incase 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 beat Vijayawada, Andhra Pradesh.

### IX. Termination of MoA:

The first party shall have the right to terminate this MoA without assigning any reasons by giving prior written notice of 90(e) days through its authorized signatory. Without prejudice to the above, either Party may terminate this MoA by giving 90(Ninety) days' written notice through its authorized signatory in the event of any material breach of any of the material terms of this MoA by the other Party. The non-defaulting party shall first serve a written notice of its intention to terminate this MoA to the defaulting party highlighting the material breach and giving the defaulting party a period of 90 days or such extended period as may be mutually agreed to within which to remedy the material breach. Should such event of a material breach remain unresolved/unrectified within the said notice period of 30 days or such extended period as may be mutually agreed to, the non-defaulting shall be able to terminate the MoA forthwith.

### X. Representations and Warranties by the Parties:

In addition to the above, the Parties hereto represent and warrants to other Parties asunder: That it is duly organized and validly existing under the laws of the jurisdiction in which it was incorporated and has the necessary corporate power and authority under applicable Laws to carry on its business and or perform its functions.

That this MoA is within its powers and has been duly authorized by it; and does not conflict in any material respect with any law or regulation or its constitutional documents or any document binding on it and that it has obtained all necessary consents for the performance by it under this MoA.

That all information set for thin this MoA is true and correct and is not misleading in letter and spirit.

### XI. PERIOD OF VALIDITY:

This MoA shall become effective from the date hereof and shall be in force for a period of **Five years**, unless terminated by mutual consent of the parties.

### XII. LIMITATIONOFLIABILITY

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 expressively disclaimed.

### XIII. NOTICES:

Unless otherwise provided herein, all notices or other communications under or in connection with this MoA shall be in English, will be issued in writing and shall be signed by the authorized representative of the issuing / serving Party and may be sent by personal delivery or post or courier or facsimile to the address given above. Any such notice or other communication will be deemed to be effective if sent by personal delivery, when delivered, if sent by post, three days after being deposited in the post and if sent by courier, two days after being deposited with the courier.

### XIV. COMMUNICATIONSANDPUBLICITY:

The Second & Third Party shall ensure that the name and logo of the first party should appear in all publication material. The Second & Third Party shall ensure that the sign board depicting the name of the First Party be affixed outside the college. The Parties shall consult and agree on all and any intended communications, publications, presentations and documentations relating to this Arrangement/MoA (jointly the "Communication(s)") in advance prior to the intended release. If a MoA cannot be reached, a Party shall have the right to disclaim endorsement and/or dissociate itself from that Communication(s). No party shall use logo/trademark etc. of each of the parties without obtaining its prior written concurrence to that effect.

### XV. ITISMUTUALLYUNDERSTOODANDAGREEDBYANDBETWEENTHEPARTIESTHAT:

<u>AMENDMENT:</u> Amendment within the scope of the instrument shall be made by mutual consent of the parties, by the issuance of a written modification, signed, and dated by all parties.

<u>INFORMATIONOWNERSHIP:</u> All information provided by First Party shall only be utilized for conducting training and placement assistance and First Party holds no ownership over the content prepared by Second party.

<u>ESTABLISHMENT OF RESPONSIBILITY:</u> This MoA is not intended to, and not create any right benefit or trust responsibility, substantive or procedural, enforceable at law, by a party against First Party or Second Party.



### MEMORANDUM OF UNDERSTANDING

Between

DEPARTMENT OF BUSINESS ADMINISTRATION, SRK INSTITUTE OF TECHNOLOGY, ENIKEPADU, VIJAYAWADA-521 108, ANDHRA PRADESH.

And

WRIGHT TECH SOFTWARE SOLUTIONS PVT LTD

NAGESWARA RAO PANTULU RD, GANDHI NAGAR, VIJAYAWADA, ANDHRA

PRADESH- 520003.

This AGREEMENT made and entered into on 04th day of August, 2022 between the DEPARTMENT OF BUSINESS ADMINISTRATION, SRK Institute of Technology, Approved by AICTE & Affiliated to JNTU Kakinada, Accredited with "A" Grade by NAAC, ISO 9001:2015 Certified Institution, Sponsored by SRK Foundation, located at Enikepadu, Vijayawada- 521 108 (hereinafter referred to as the "INSTITUTION" which expression shall where the contest so admits include its successors and permitted assigns) of one part

### And

WRIGHT TECH SOFTWARE SOLUTIONS, ISO 9001:2015 Certified Institute, having its office at D.No: 24-2-10, NRP Road, Gandhi Nagar, Vijayawada – 520003 (hereinafter referred to as "ASSOCIATE" Which expression shall where the contest so admits include its successors and permitted assigns) of the other part.

### Scope & Objectives

- To Design, develop and deliver programmes ensuring required quality in Computer applications which in turn will lead to professional development as per the Industry requirements.
- To extend cooperation for Workshops/ Seminars / Faculty Development Programmes.
- To conduct short courses, as mutually agreed in writing between the parties.
- The Institution faculty organize the training programmes to the newly recruited employees of the associate.
- Encouraging students of the institution to opt new courses offered by the associate.

WRIGHT TECH SOFTWARE SOLUTIONS PVT. LTD.

(An ISO 9001: 2015 Company)



#40-25-81,KSN complex ,2nd floor beside SVS function hall, benz circle , Vijayawada-520010, Contact: +919393565756, +917416565756

An ISO 9001-2015 Certified Institution info@uniquesurveysolutions.com www.uniquesurveysolutions.com

### MEMORANDUM OF UNDERSTANDING Between

### DEPARTMENT OF CIVIL ENGINEERING SRK INSTITUTE OF TECHNOLOGY, VIJAYAWADA.

### UNIQUE SURVEY SOLUTIONS

This Memorandum of Understanding (MOU) is entered into as of date 13th AUGUST 2022 between the SRK Institute Of Technology, Vijayawada, A.P. And Managing Director, Unique Survey Solutions, Vijayawada, A.P.

This Memorandum of Understanding (MOU) is

- \* To recognize the Mutual interest in the fields of research, training and development and dissemination of knowledge to students of Civil Engineering in this Institution.
- To recognize the importance of imparting the technology transfer to the students of Civil Engineering in this Institution.
- To Enhance the employability skills by upgrading the skills of students Civil Engineering in this
- To set the ground for long term Industry-Institute partnership by joint industry and Institute activities.
- To strengthen the research and development by exchange of visiting experts for purpose of conducting research.
- To provide Training by professional faculty in Advanced technology areas of Civil Engineering to students.

The both parties here by agree to establish collaboration to terms and conditions set from time to time based on the programs and importance of the technology exchange programs.

This MOU will be for a term of 3 years from the date of signing the agreement for the above terms and conditions.

This MOU may also involve parties by mutual consent which may be added later by return addendum to this MOU.

We hereby declare this agreement Mutual Understanding and consent.

Head of the Department & Professor

Civil Engineering. Head of The Department, S.R.K. Institute of Technology, Enikepadu, Vijayawada-521108.

Department of Civil Engineering, SRK Institute of Technology, Vijayawada ,A.P.

(Institution Partner)

Managing Director

**Unique Survey Solutions** Vijavawada, A.P (Industry Partner)



### **MEMORANDUM OF UNDERSTANDING**

SRK Institute of Technology, Vijayawada & APPLY VOLT, Vijayawada, A.P

### WHOMSOEVER CONCERN

This Memorandum of Understanding/Agreement (hereinafter referred to as MoU for convenience) is entered into on 18<sup>th</sup> October 2022

### Between

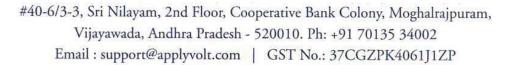
SRK Institute of Technology, Vijayawada

And

APPLY VOLT, having registered office at #40-6/3-3, Srinilayam Building, II floor, Co-operative Bank Colony, Moghalrajpuram, Vijayawada-520010, A.P and herein after unless the context otherwise requires be referred to as ("APPLY VOLT")

### 1. Introductory: Partnership Objective

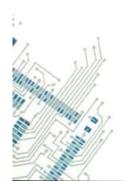
- 1.1. APPLY VOLT is a Value Added Technology Products and Solutions Provider in India. APPLY VOLT develops standard and custom system level products to Industry, provides VLSI, DSP and Embedded/PCB Solutions to Industry & provides Learning Solutions to Educational Institutions in the VLSI / DSP and Embedded Design space. APPLY VOLT serves in different vertical markets with its products and solutions. These sectors are Education, Defense &Corporate. All Solutions will have High Technology content and uniqueness, with its ability to provide diversity of products and solutions around these products.
- SRK Institute of Technology, Vijayawada is a Leading College of repute in Krishna district, Andhra Pradesh India and offers advanced teaching & research programs in the field of Engineering & Technology.
- The Parties wish to cooperate with each other for mutual benefit.





### 3. Benefits:

- 3.1. The Parties contemplate that they will benefit from this alliance as follows:
- 3.2. Benefits to SRK Institute of Technology, Vijayawada, A.P.
- 3.2.1.Opportunity to engage with the Industry on a regular basis to understand the needs of the industry and accordingly update the syllabus.
- 3.2.2.Opportunity to upgrade the infrastructure in VLSI,DSP,Embedded IOT,PCB solutions and other information technology-related topics.
- 3.2.3.Opportunity to collaborate with the industry for research programs, projects and student internships in the above fields.
- 3.2.4.Opportunity to procure various industry standard hardware and software tools pertaining to VLSI, DSP, embedded domain,IOT,PCB from a single organization on a need basis and save time consumed in commercial negotiations, leading to greater availability of time for teaching or student development programs.
- 3.2.5. Faculty development programs for teaching staff, advanced training to students.
- 3.2.6. Strengthening of the brand equity of the institution.
- 3.2.7.Students will be given an opportunity as interns in each academic year irrespective of branch.
- 3.2.8. Helping in organizing guest lectures from industry experts.
- 3.2.9.Improved marketability of students. Assistance in placements.



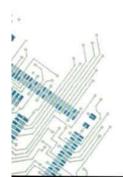


### 3.3. Benefits to APPLY VOLT:

- 3.3.1.Allocation of WorkSpace with the necessary infrastructure within the campus of SRK Institute of Technology, Vijayawada.
- 3.3.2.Sets a framework for the procurement of the industry standard hardware and software tools.
- 3.3.3.Makes available a pool of trained engineers for hiring by APPLY VOLT or customers who use similar software and hardware.
- 3.3.4.Helps APPLY VOLT goal of proliferating the VLSI / DSP / PCB Designs and Embedded Technologies.

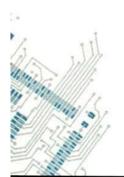
### 4. Activities:

- 4.1. In order to implement the objectives of this MOU, the Parties contemplate the following activities to be undertaken by them.
- 4.2The duration of such agreement can be extended on mutually agreed basis. Any change in MOU or on mutual concerns will be discussed internally and resolved by respective managements.
- 4.2. APPLY VOLT will set up Branch office or Nodal Centre for Labs in the area of VLSI / DSP / PCB and Embedded Systems with mutual agreement.
- 4.3. APPLY VOLT will help SRK Institute of Technology, Vijayawada to impart certified training programs for students in weekends, summer holidays, evening classes etc. The students will benefit from this as they will have a course completion certificate, project completion certificate and this will help them in the industry





- 4.4. APPLY VOLT will impart faculty development programs on VLSI / DSP/ IOT / PCB& Embedded Technologies and methodologies and other topics of interest to faculties/staffs of SRK Institute of Technology. This will be at discounted rates.
- 4.5. APPLY VOLT will offer advanced training programs to students of SRKIT on emerging technologies and design flows/methodologies to get them acquainted with the skills required by the industry. Such training programs shall be provided by APPLY VOLT at reduced rates compared to its standard prices.
- 4.6. APPLY VOLT will conduct paid/free training programs or internships not only for SRKIT, VITW students but also for other students across the state in this center.
- 4.7. APPLY VOLT will offer valuable Industry Perspective inputs SRKIT in the area of curriculum upgrade and enhancement.
- 4.8. APPLY VOLT may consider offering internships to SRK Institute of Technology & Vijaya Institute of Technology for women's students and may provide assistance in getting internships to students with some of our/others customers.
- 4.9. The Parties shall conduct joint Technical Seminars, Workshops and Conferences for increasing the awareness of VLSI and embedded technology in colleges on regular basis.
- 4.10. SRKITFaculties trained by APPLY VOLT can independently conduct training programs in "Nodal Center", and aCompletion Certificate for all trainings will be issued jointly by SRKIT and APPLYVOLT.
- 4.11. SRK Institute of Technology should be providing the work space minimum of 1000 sft to APPLY VOLT as the rental free infrastructure including the Labworkstations with high speed internet&no electricity charges within the campus premises till the end of the "MOU".





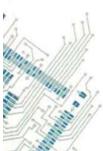
- 4.12. A co-ordination committee consisting of one faculty member of SRKIT, Vijayawadaand One Engineer nominated by APPLY VOLT shall be constituted to implement and give effect to the objectives of this MOU.
- 4.13. APPLY VOLT In charge& SRKIT Co-coordinator on mutual concern will discuss & fix the timing for students as per the academic calendar. APPLY VOLT –SRKIT should respect individual timings for the above following activities.
- 4.14. Any damage to the infrastructure which is provided by the SRKIT to the center will be borne by the APPLY VOLT.
- 4.15. Properties belonging to APPLY VOLT, will be taken back or reused by the organization when so ever it requires for internal transfer or for the benefit of the company during the MoU period or after the MoU.

### 5. Process:

Every time an activity is initiated under this MOU which requires any rendering of services, or supply or products, or both, from one Party to another, the Parties shall, depending on the nature of the transaction, the consideration reserved, liabilities assumed and such other factors, execute a binding purchase order (PO), work order (WO), license agreement or other definitive contract.

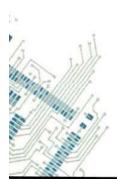
### 6. General:

6.1. During their interaction under this MOU, the Parties may not disclose information of non-public nature which is valuable to each Party's business ("Confidential Information"). Use of Confidential Information shall be regulated by a non-disclosure agreement to be executed by the Parties. In the absence of such an NDA, the Party who is the recipient of Confidential Information shall keep confidential and not disclose to third parties such Confidential Information. Confidential Information shall be returned or destroyed upon written request by the party disclosing Confidential Information. All Confidential Information shall remain the exclusive property of the disclosing party or its licensors.





- 6.2. All rights, licenses and permissions to use any products supplied by APPLY VOLT shall be regulated by the terms of such supply, including any applicable product license agreements.
- 6.3. Notwithstanding anything to the contrary, APPLY VOLT liability shall be limited to direct damages not exceeding the price of any products supplied or services rendered to SRK Institute of Technology and shall not extend to any indirect damages of any nature whatsoever, including but not limited to, special, incidental, consequential, or punitive damages or loss of profits.
- 6.4. This MOU may be terminated by either party without assigning reasons by prior written notice of 60days.
- 6.5. Each Party is permitted to use the name, logo and other trademarks of the other Party on its website, marketing collateral and other publications. Depiction of such trademarks shall be in accordance with trademark usage guidelines.
- 6.6. Each Party shall be an independent contractor to the other and shall not be an agent, joint venture, or partner of the other.
- 6.7. Disputes under this MOU shall be resolved by discussion between such senior management functionaries as the Parties may nominate for that purpose. If they fail to resolve a dispute amicably within 15 days of its commencement, the Parties shall refer the dispute to binding arbitration to a sole arbitrator at a place mutually agreed upon by both parties.





### **SIGNATURES:**

6.8. The MoU will be valid for a period of 1 (one) years from the date of signing the MoU and can be renewed with mutual consent.

	SRK Institute of Technology	APPLYIVOLE
Signature	FOR SHK INSTITUTE OF TECHNOLOGY CHAIRMAN.	J. The leep )
Name	Mr. B. S. Appa Rao	K. Real R.
Title	Chairman	Senior Engineer
Date	18 <sup>th</sup> October 2022	18 <sup>th</sup> October 2022





### MICROLINK INFORMATION TECHNOLOGIES

■Engineering Projects ■ Computer Hardware & Networking ■ POS Billing Systems

1st Floor, Varun Towers, Lenin Centre, Opp. A.P. Study Circle VIJAYAWADA - 520002 Phone: 0866-6613090, 6633090 E-Mail: info@microlink.net.in Web: www.microlink.net.in

# MEMORANDUM OF UNDERSTANDING (MOU)

### BETWEEN

# SRK INSTITUTE OF TECHNOLOGY, ENIKEPADU, VIJAYAWADA MICROLINK INFORMATION TECHNOLOGIES PVT. LTD

This Agreement made and entered into on 21st October, 2022 between SRK Institute of Technology (here in after called as SRKIT) and Microlink Information Technologies Pvt. Ltd (here in after called as Microlink) situated at Ali-Baig street, Governor pet, Vijayawada, Andhra Pradesh. This MOU shall be valid for 1 year from the date and each party shall be at full liberty to terminate the collaboration with a notice period of 3 months.

### **OBJECTIVES OF THE MOU:**

The objective of this Memorandum of Understanding is:

- A. To promote interaction between SRKIT and Microlink in mutually beneficial areas.
- B. To provide a formal basis for initiating interaction between SRKIT and Microlink.

### PROPOSED MODES OF COLLABORATION:

SRK and propose to collaborate through

- 1. Exchanging of expertise by means of Guest Lectures, Technical Seminars, Workshops and other events (during regular working days) for the benefit of the faculty and students.
- 2. Allowing faculty & Staff for industrial training.
- 3. Conducting Faculty Development Programmes
- 4. Permitting Practical training to students.

Note: All the above modes will be decided upon mutual consent based on Schedules and Manpower requirement of Company.

O/OUU20

Date of the Agreement: 21-10-2022

(Mr. V. Govinda Rao)

Nill across

**Managing Director** 

Microlink Information Technology

Tarm hellesse Principal Naidu)PRINCIPAL OFTECHNOLOGI Ite of T (Dr. M. Ekambaram Naidu)PRINCIPAL Principal R.K. INSTITUTE OF TECHNOLOGY.

SRK Institute of Technology

### MEMORANDUM OF UNDERSTANDING (MOU)

### **BETWEEN**



## **SRK Institute of Technology, Enikepadu**

AIR Port Road 3-44, Eluru, Road, Enikepadu, Vijayawada, Andhra Pradesh 521108

&



8-2-693/3/28, Plot no 28, Mithila Nagar colony, inside Kaman, Banjara Hills, Road Number 12, Hyderabad-500034, Telangana

**FOR** 

INTERNSHIPS AND RELATED SERVICES

January 2023-December 2023

AB





### Memorandum of Understanding (MOU) for Internship

This Memorandum of Understanding is made this 19/01/2023 between SRK Institute of Technology and VOICE 4 Girls.

Whereas, SRK Institute of Technology, Eluru Road, Enikepadu, Vijayawada, hereafter referred to as SRK, desires to maintain a coordinated internship program for qualified students;

Whereas, **VOICE 4 Girls** and **SRK** recognize the need for trained workers in the community and both parties desire to cooperate in furnishing an internship experience to students enrolled in the program;

Now, therefore, this Memorandum of Understanding establishes the following guidelines for internship placement and defines the responsibilities of each party **SRK & VOICE 4 Girls**.

### Background

There are over 113 million adolescent girls in India. Many of them are cut off from critical information and do not have decision-making power in their own lives. Almost 50% of them are married before the age of 18, and only 30% finish 10<sup>th</sup> standard. Trapped in this situation, adolescent girls will perpetuate the same cycles of poverty and social inequality that they are born into. However, given knowledge and agency, adolescent girls can lift themselves and their families out of poverty.

### Objective of MOU- Empowering Rural Girls in India

VOICE 4 Girls and **SRK** aims to enable marginalized adolescent girls in India to take charge of their futures by imparting critical knowledge, spoken English, and life skills through activity-based camps. VOICE runs camps for students in 6<sup>th</sup>-10<sup>th</sup> classes, ages 11-16, in low-income private schools and government day and residential schools across India. These camps provide adolescent girls with the practical tools and knowledge needed to overcome challenges they face, such as completing secondary education, early marriage and early pregnancy, restricted mobility, and lack of career opportunities. VOICE, in association with **SRK**, aims to transform schools into girl-safe environments where students can learn, develop, and grow. We believe in a world where girls can realize their dreams and act on their potential.

#### **VOICE 4 Girls agrees:**

• To allow students participation and observation in the work setting of VOICE 4 Girls.





- To collaborate with SRK Student Activity Center, NSS Cell, Women Empowerment Cell, Placements Cell, NCC Cell to ensure the quality of internship activities to be performed by the student.
- To provide students with an intern experience which will help them gain a real-world perspective.
- Not to discriminate against any student or faculty member of the Program in regard to race, colour, religion, national origin, sex, age, familial status, or handicap with respect to any matter arising out of this agreement.
- To reserve its right not to accept a student for any lawful reason.
- To encourage student interns to complete their college education.
- To take care of the safety aspects of the selected students of SRK, particularly during field jobs. VOICE 4 Girls is not responsible for unforeseen events like damage or ill health that may be caused due to a natural calamity, accident or criminal activity during travel and camp. VOICE or its representatives will not be responsible for the acts of God.
- To pay the interns a consolidated pay as mutually agreed by both parties, besides taking care of their travel, food and shelter during the field visits.
- To report to SRK on the internship of their students
- To provide appropriate personnel to supervise and evaluate Student interns.
- To advise SRK regarding any student whose performance is unsatisfactory, whose personal characteristics prevent desirable relationships within VOICE 4 Girls or limit the successful completion of the internship.
- VOICE 4 Girls may dismiss a student who is deemed unsatisfactory and will notify SRK of such a dismissal.

#### SRK agrees:

- To prepare the student interns academically duly by taking their parent consent for the student internship at VOICE 4 Girls.
- To designate a Coordinator to consult with VOICE 4 Girls and to share administrative responsibilities with VOICE 4 Girls for coordination of the student interns.
- To designate VOICE Ambassador at the college level to consult with VOICE 4 Girls and will be responsible for the management and supervision of VOICE 4 Girls involvement in the college.
- To provide a minimum of 50 female and 50 male students to intern with VOICE 4
  Girls for each round of camps with prior notice by VOICE 4 Girls at an appropriate
  juncture of the academic year for at least two internship cycles.
- To place the Student Intern only with the approval of the Principal, SRK and the Student's parents.
- To share planning of academic calendar, exam schedules and assignment of students in cooperation with the designated representative of VOICE 4 Girls i.e., the Project Officer
- To follow VOICE 4 Girls policies that are revealed before the internship programme and are mutually accepted for internship visits and/or observation.
- To provide training space to VOICE 4 Girls during the training period.





Date: 19/01/2023

- To instruct participating students to observe the accepted rules and regulations of VOICE 4 Girls.
- To consider granting student Interns credit(s) and attendance for the coordinated internship course taken during his/her internship experience.
- To give due weightage to VOICE 4 Girls' evaluation of the Student Intern's performance in the course grade.
- To assure that participating students and faculty understand fully that there would be no compensation in the event of any injury occurring due to their own fault during the internship at VOICE 4 Girls.
- To acknowledge that participation in the internship experience holds no promise of future employment but does not preclude future employment.

This MOU shall be valid from the date of signing, and each party shall be at full liberty to extend or terminate the collaboration with a notice period of one month.

**VOICE 4 Girls** 

Anusha Bharadwaj, Executive Director, VOICE 4 Girls

Address: 8-2-693/3/28,

Plot no 28, Mithila Nagar colony,

inside Kaman, Banjara Hills,

Road number 12,

Hyderabad-500034, Telangana

Email Id: voice@voice4girls.org

armshulle Muss

SRK Institute of Technology, Enikepadu

Dr. M.Ekambaram Naidu , Principal, SRK Institute o f Technology Date: 19/01/2023 SRK Institute of Technology

AIR Port Road 3-44, Eluru Road

Enikepadu, Vijayawada,

Andhra Pradesh 521108

Phone: 083749 56444

PRINCIPAL
S.R.K. INSTITUTE OF TECHNOLOGY
ENIKEPADU, VIJAYAWADA.



# **Cranes Varsity Private Limited**

Correspondence Address: #82, Presidency Building, 3rd & 4th Floor, St. Marks Road, Bengaluru - 560 001. Karnataka

Ph: +91 80 6764 4800/4848 Fax: +91 80 6764 4888 Email: training@cranessoftware.com

#### MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (hereinafter called the 'MOU') is entered into on this Sixteenth February Two Thousand and Twenty-Three (28/03/2023), by and between

Cranes Varsity Private Limited (A subsidiary Company of Cranes Software International Limited) (hereinafter referred to as the "First Party"), registered under the Companies Act, 2013 and having its office at # 82, Presidency Building, 3rd & 4th Floor, St Marks Road, Bengaluru, Karnataka 560001 (hereinafter referred to as "Cranes Varsity")

#### And

The **SRK Institute of Technology is** a non-profit organization established under the flagship of SRK Foundation in 2007 to develop efficient knowledge delivery systems with emphasis on the learning and problem solving capabilities of the student.

#### WHEREAS:

Cranes Varsity is an established Technical Education Institution that strives to enhance and strengthen its Student's Admissions and empowerment and has taken various initiatives to complement its educational excellence in the ways from past 22 years and has entered into various collaborative arrangements with other parties to enhance the process of technical training.

**SRK Institute of Technology is** a non-profit organization established under the flagship of SRK Foundation in 2007 to develop efficient knowledge delivery systems with emphasis on the learning and problem solving capabilities of the student.

The memorandum of understanding is proposed in order to establish high-end technology training. Through this MOU, the two parties agree to the following:

- A. A steering committee will be set up to monitor the activities of the MoU. The committee will consist of Ms. Arpita Mitra, Business Head of Cranes Varsity Bangalore, and Mr. A Siva Nageswara Rao, Placement Officer of SRK Institute of Technology with mutual consent, the steering committee can be expanded to include more members from the two institutions. The steering committee will be the supreme body as far as theimplementation of the activities of the MoU, the continuation of the MoU, and the termination of the MoU are concerned.
- B. The Parties are desirous of entering into this MoU to declare their respective intentions and to establish a basis of cooperation and collaboration between the Parties upon the terms as contained herein.
- It has been decided between the parties to provide support to deliver training to SRK Institute of Technology.
- D. The Parties intend to cooperate and focus their efforts on cooperation within the area of Skill Based Training, and Education.
- E. The Parties to this MoU agree to continue discussions and communication on the areas as identified in respect of their implementation and in identifying each Party's function.
- F. In the event the Parties so desire, they may enter into a separate legally binding agreement in respect of any area subject to terms and conditions as mutually agreed by both Parties.

S.R.K. INSTITUTE OFTECHNOLOGY ENIKEPADU, VIJAYAWADA.



To be a quality skill enhancement partner and design, develop, and deliver programs that in turk professional courses as per the industry requirements and make aspirants employable.

Both parties are united by common interests and Objectives, and they shall establish channels of communication and cooperation that will promote and advance their respective operations. The parties shall keep each other informed of potential opportunities and shall share the information that may be relevant to secure additional opportunities for one another.

Cranes Varsity & SRK Institute of Technology cooperation will facilitate the effective utilization of the trainers and the training methodology keeping in mind the needs of the industry.

#### SCOPE

The Budding Graduates from the institutions and also early career professionals/professionals looking to upskill could play a key role in technological up-gradation, innovation, and competitiveness of an industry. Both parties believe that the close cooperation between the two would be of major benefit to the student community to enhance their skills and Knowledge.

Cranes Varsity & SRK Institute of Technology hereby agree to associate themselves with delivering services as per the scope defined below:

Both parties to provide the following support:

Cranes Varsity will provide Certification courses for undergraduates in Partnership with

SRK Institute of Technology and would support the enrolled students with Placements after successful completion of training.

- 1. Skill Development Program Cranes Varsity in Partnership with SRK Institute of Technology will train on emerging technologies, and the modules required by Industry in order to bridge teskill gap and make them industry ready. Provide skill-based training on Embedded, IoT, Data Science, VLSI, Mechanical, & Software Applications.
- 2. Curriculum Design curriculum will be suitably customized so that the students fit into the industry scenario meaningfully.
- 3. Training Methodology Training delivery can be 100 % offline (Any additional assistance will be given through Online upon completion of 60 days of training program). Classroom mode training can be conducted at Cranes Varsity, Bangalore, or SRK Institute of Technology. Trainer will provide labs. assignments & projects for the hands-on training to the students. Students' performance will be evaluated at frequent intervals and their performance will be notified to both Student and College. Both parties are to obtain all internal approvals, permissions, and licenses of whatsoever nature required for offering the programs on the terms specified herein.

4. Trainers /Technical Experts: Provide technically qualified and certified trainers, Engaging, understanding, and knowledgeable technical trainers for each of the technical modules. Also, provide

S.R.K. INSTITUTE OF TECHNOLOGY

ENIKEPADU, VIJAYAWADA.



- Placement of Trained Students Cranes Varsity will actively engage to help the delivery of the training and placements of students into internships /jobs and will facilitate placements. One-point touch base of students "Journey from Training till Getting Placed"
- Infrastructure In case training is conducted at Cranes Varsity, state-of-the-art facility Classrooms
  will be provided with well-equipped labs and hardware, classrooms with high-end system
  configurations, and LCD projectors.
- 7. Training certification Globally recognized training certificate will be provided to all participants after successful completion of training Students to benefit from Job Oriented Certification courses along with an Engineering Degree, which will help to bridge the gap between education level and industry expectations.

### 8. Financial arrangement:

- I. Course fees shall be decided by mutual agreement by both parties for all the programs.
- II. Installment and mode of payment should also be mutually agreed.

#### SRK Institute of Technology to provide the following:

- Provide the available infrastructure, training rooms with the right capacity of students & Basic
  amenities and with Computers & necessary software and hardware, suitable and ready for delivering
  the training programs.
- 2. Provide required students with a relevant background for training.
- 3. Provide a workable space/room with basic amenities for the staff of the associate.
- 4. Accommodation for Technical trainers and staff visiting for training coordination.

The Cranes Varsity and SRK Institute of Technology are entering into this memorandum of understanding for the purpose of Technical Training. This agreement is being signed by the parties without any pressure, coercion, influence, or any type of compulsion.

- a) It is hereby clarified between the parties to this agreement that Cranes Varsity is not giving any license or sub-franchise to the SRK Institute of Technology and any such interpretation by the SRK Institute of Technology shall not be valid and the SRK Institute of Technology will not represent itself to be a licensor or sub-franchise of Cranes Varsity anywhere in respect of any support being provided by them under this agreement. This is a memorandum of understanding for the first-line training Programme.
- b) Force Majeure In the event of non-fulfillment of the contract terms and conditions due to any reason of force majeure namely fires, wars, riots, strikes, natural calamities, etc., neither the Cranes Varsity nor SRK Institute of Technology shall be held responsible for any loss or consequential loss.
- c) Indemnity The Cranes Varsity hereby agrees jointly and severally to indemnify SRK Institute of Technology, their representatives, administrators, and properties from and against all action, demands, proceedings, prosecutions, attachments, and the like arising out of its liabilities and all charges, taxes, etc. Similarly, SRK Institute of Technology shall be

S.R.K. INSTITUTE OF TECHNOLOGY

ENIKEPADU, VIJAYAWADA.