



Serial No. 1001
Purchased By :
KASHOK
S/O K. RAMADAS
VIJAYAWADA

Denomination: 100
For :
SRK FOUNDATION
ENIKEPADU

Stamp S. no. BZ 259402
Sub Registrar
Ex. Officio 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 4th day of April 2018 (Effective Date) by and between, Andhra Pradesh State Skill Development Corporation having its office at 2nd Floor, NTR Administrative Block, PN Bus Station, Vijayawada - 520 013 hereinafter called the "APSSDC" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successors and assigns) represented by the MD&CEO of the first part; And SRK Institute of Technology having its office at Eluru Road, NH 5, Opposite Pratap Industries, Enikepadu, Vijayawada, Andhra Pradesh 521108, Krishnarein after called "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.


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

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

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

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

3. SCOPE OF SERVICES / PROJECT

- a. To make qualitative improvements in imparting Technical Skills by setting up or providing:
 - Infrastructure in college laboratories by adopting latest technologies in engineering streams of CSE, IT, ECE, EEE, Mechanical and Civil to serve the needs the industry;
 - Skill up-gradation of faculty by imparting training;
 - Update course curriculum to suit modern industrial practices;
 - Promote Research & Development and Innovation for existing Industries.
 - **CM's Skill Excellence Center: ICT Labs** to focus on training students in line with the latest industry needs and make them more employable
- b. **Promote Industry** – Academia interfacing to make improvements in Technical Skills sustainable and in line with Industry requirements.
- c. **Train students to improve employability** - Improved placements of students in colleges and enable the students to compete in national employment market with better remuneration and professional growth.
- d. Enhance the reputation of Technical Institutions with improved academic ambience and State of Art facilities
- e. Create a pool of skilled manpower to cater to the current and future industrial and service sector needs.
- f. Guidelines and procedures prescribed / as may be prescribed from time to time by APSSDC for implementation.

4. SCOPE OF THE FIRST PARTY

The APSSDC shall

- Select reputed academic/Industrial Training Institutions through a stipulated procedure.
- Provide a platform for registration of trainees online and mapping of institutions and students
- Provide equipment with latest technology to fill up the gap required to suit the skill development training requirements –laptops (as per the configuration given in Annexure I).
- Train the faculty in the required skill.
- Identify and provide course curriculum to suit latest and future technologies.
- Promote Research & Development and Innovation for existing Industries.


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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:

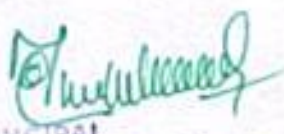
- At least 50% of intake capacity to students of other colleges with residential facilities (100 boys & 50 girls at nominal cost) i.e., food & accommodation.
- Food and accommodation for 5 mentors (boy / girl) deputed by APSSDC to the college to coordinate and execute the APSSDC programs without any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

Clubs:

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

Warranty & Equipment:

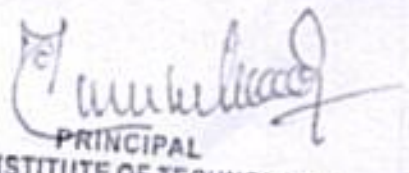
- Post-warranty of equipment, college has to bear the maintenance cost.



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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 expressly 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.

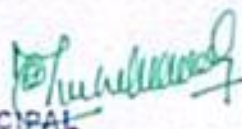
12. SEVERABILITY

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
2nd Floor, NTR Administrative Block, PN Bus Station,
Vijayawada - 520 013

College/ Institution

SRK Institute of Technology
Krishna
Eluru Road, NH 5, Opposite Pratap Industries, Enikepadu,
Vijayawada, Andhra Pradesh 521108

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

14. GOVERNING LAW AND JURISDICTION

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

15. PUBLICITY

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

16. RELATION OF THE PARTIES

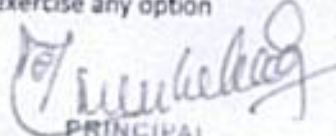
Nothing herein shall be construed to neither constitute a partnership between the parties hereto nor to authorize the SRK Institute of Technology save and except as provided herein or with the APSSDC's prior consent in writing, for making any representation.

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

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:

SIGNED ON BEHALF OF

ANDHRA PRADESH STATE SKILL DEVELOPMENT CORPORATION

Name: Sri K. Sambasiva Rao, IRTS

Signature: _____

Designation: Managing Director & Chief Executive Officer

SRK INSTITUTE OF TECHNOLOGY

ENIKEPADU, VIJAYAWADA, 521108.

Name: Dr. M. Ekamabararam Naidu

Signature: 

Designation: PRINCIPAL

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Witness

Name: Dr. D. Hanitha

Name : _____

Signature: 

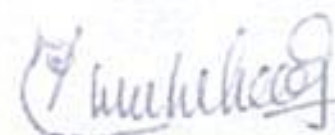
Signature: _____

Designation: Professor in CSE Dept

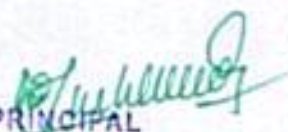
Designation: _____


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


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Annexure – II

Details of course wise fee: Workshops

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




Details of course wise fee: **Certificate**

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

20			iv) Software Development Engineer		21,000	
28	Civil/ Mechanical	Autodesk Certiport, Inc.	i) AutoCAD Professional	1 Week Worksh op & 2 hour practic e for 18 days	2,415	1,000 With Training
			ii) Revit Architecture Professional			
			iii) Revit Structure Professional			
			iv) Fusion 360 Professional			
30	Mechanical	DS India Private Limited	i) CATIA Part Design		3,000	
31			ii) CATIA Surface Design		3,000	


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Cisco Academy Membership Agreement

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

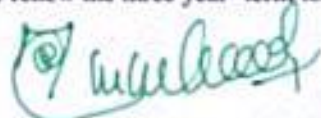
The Networking Academy Membership Guide for Cisco Academies ("NAMGCA") describes the benefits, roles and responsibilities of Cisco Systems, Inc. or its subsidiary responsible for distribution in the country in which you are located ("Cisco") and your Academy. The NAMGCA forms part of this agreement, 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 <http://www.cisco.com/web/siteassets/legal/privacy.html>.
- (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 <http://www.cisco.com/web/siteassets/legal/privacy.html>.
- (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.

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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!

By: _____

Name: **Shubhajit Jagadev**
Head, Cisco Academy Support Center & ITC
Associate Director, Trident Group

Date: 04-05-2018

Witnesses 1: -

S. Ashwini

Witnesses 2: -

Dr. D. Haritha

By: _____

Name: **Dr M. Ekambaram Naidu**
Principal
SRK Institute of Technology

Date: 04-05-2018

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Mind Wide Open™

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 <http://www.cisco.com/web/siteassets/legal/privacy.html>.
- (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 <http://www.cisco.com/web/siteassets/legal/privacy.html>.
- (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.

Cisco Networking Academy: Cisco Academy Membership Agreement

PRINCIPAL

SRK Institute of Technology
ENIKEPADU, VIJAYAWADA-521 108.



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:-

S. Balu

Witnesses 2:-

Dr. D. Haritha

By: _____

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**:

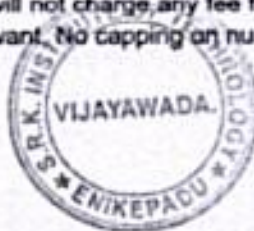
- To create awareness for adoption and registration of technical courses from interested students.
- To nominate a point of contact who could monitor and review the program updates.
- Pay membership fee every year. Following year's membership fee can be incremented on nominal basis, if the need arises. **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 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.





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!

1. **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 foregoing 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.

By clicking "I Agree", you represent that you are authorized to enter into this Agreement (including the NAMG) on behalf of the Academy.

Americas Headquarters

Cisco Systems, Inc.
San Jose, CA

Asia Pacific Headquarters

Cisco Systems (USA) Pte. Ltd.
Singapore

Europe Headquarters

Cisco Systems International BV
Amsterdam,
The Netherlands

Cisco has more than 200 offices worldwide. Addresses, phone numbers, and fax numbers are listed on the Cisco Website at www.cisco.com/go/offices.

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MEMORANDUM OF UNDERSTANDING (MOU)

BETWEEN

SRK INSTITUTE OF TECHNOLOGY
VIJAYAWADA

&

VXL IT SOLUTIONS

MEMORANDUM OF UNDERSTANDING

This **Memorandum of Understanding** (herein after called as the 'MOU') is entered into on this the 16th, November, **Two** Thousand Twenty One (16-11-2021),

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

VXL IT Solutions, Vijayawada the Second Party, and represented herein by its Head, Mr. **R.SIVAYYA** (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:

Name of Institution: **SRK INSTITUTE OF TECHNOLOGY**

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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) **VXL IT 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) **VXL IT Solutions, Vijayawada**, the Second Party is promoted by **promoter name** Group; Address and background of the Company;
- G) Give related information, its branches, and dimensional information about the industry concerned with whom the MOU is sworn.

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

CLAUSE 1 CO-OPERATION

- 1.1 Both Parties are united by common interests and objectives, and they shall establish channels of communication and co-operation that will promote and advance their respective operations within the **Institution** and its related wings. The Parties shall keep each other informed of potential opportunities and shall share all information that may be relevant to secure additional opportunities for one another.
- 1.2 First Party and Second Party co-operation will 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.
- 1.3 The general terms of co-operation shall be governed by this MOU. The Parties shall cooperate with each other and shall, as promptly as is reasonably practical, enter into all relevant agreements, deeds and

documents (the 'Definitive Documents') as may be required to give effect to the actions contemplated in terms of this MOU. The term of Definitive Documents shall be mutually decided between the Parties. Along with the Definitive Documents, this MOU shall represent the entire understanding as to the subject matter hereof and shall supersede any prior understanding between the Parties on the subject matter hereof.

CLAUSE 2 SCOPE OF THE MoU

- 2.1 The budding graduates from the institutions could play a key role in technological up-gradation, innovation and competitiveness of an industry. Both parties believe that close co-operation between the two would be of major benefit to the student community to enhance their skills and knowledge.
- 2.2 **Curriculum Design:** 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.
- 2.3 **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.
- 2.4 **Internships and Placement of Students:** Second Party will actively engage to help the delivery of the Internship and placement of students of the First Party into internships/jobs, as per AICTE internship Policy. 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 **VXL IT Solution's Technical Training, Internship, Paper Publications and live Project Training.**

2.5 **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.

2.6 **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.

2.7 **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.

2.8 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**

2.9 , the First Party to take up any program mentioned in the MoU. If there is any financial consideration, it will be dealt separately.

CLAUSE 3 INTELLECTUAL PROPERTY

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

CLAUSE 4 VALIDITY

- 4.1 This Agreement will be valid until it is expressly terminated by either Party on mutually agreed terms, during which period **VXL IT 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 **VXL IT 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
- 4.2 Both Parties may terminate this MoU upon 30 calendar days' notice in writing. In the event of Termination, both parties have to discharge their obligations

CLAUSE 5 RELATIONSHIP BETWEEN THE PARTIES

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

First Party

Second Party

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

AGREED:

For

SRK INSTITUTE OF TECHNOLOGY

Authorized Signatory
PRINCIPALSRK INSTITUTE OF TECHNOLOGY
ENIKEPADU, VIJAYAWADA-521 108.

For

VXL IT Solutions

Authorized Signatory



SRK INSTITUTE OF TECHNOLOGY	VXL IT Solutions
Address : ENIKEPADU,Vijayawada-521108	Address :Opposite M&M ,MG-Road, Vijayawada
E-mails :SRKTECH@GMAIL.COM	Contact Details :9963674858
web:www.srkit.in	E-mails :vxlinfo@gmail.com

Witness1:

Witness2:

Witness3:

Witness4:

MEMORANDUM OF UNDERSTANDING

BETWEEN



EduSkills Foundation ("EduSkills")

AND



SRK Institute of Technology

FOR EDUSKILLS MEMBERSHIP PROGRAM

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

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

Now the Parties agree as follows:

A. NON-BINDING TERMS.

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

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

B. BINDING TERMS

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

1. Confidentiality

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

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

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

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

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

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



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

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

2. Scope

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

3. Publicity

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

4. Term and Termination

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

5. Limitation of Liability

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

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

6. Intellectual property rights

Each Party will retain the exclusive rights, title and ownership of all its pre-existing Intellectual Property, Confidential Information and materials (including, without limitation, proprietary ideas, sketches, diagrams, text, know-how, concepts, proofs of concepts, artwork, software, algorithms, methods, processes, identifier codes or other technology) owned or developed by such Party.

7. Governing laws and jurisdiction

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

8. Costs

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







9. **Amendment**

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

10. **Severability.**

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

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

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

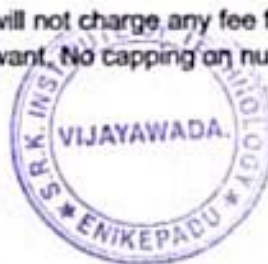
- To create awareness for adoption and registration of technical courses from interested students.
- To nominate a point of contact who could monitor and review the program updates.
- Pay membership **fee every year**. Following year's membership fee can be incremented on nominal basis, if the need arises. **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.

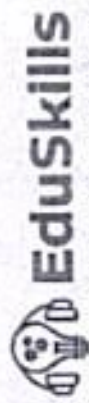
4. Annual Membership Fee

- 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 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.





Nation Building Through Skills

An ISO 9001 : 2015 Certified Organisation

Certificate of Membership

This is to certify that

**SRK Institute of Technology
Andhra Pradesh**

is an institutional member
of EduSkills Foundation

Director, EduSkills



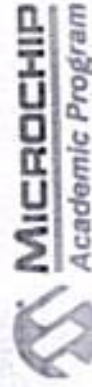
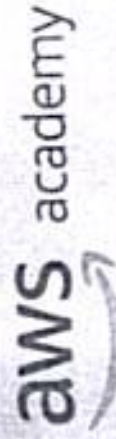
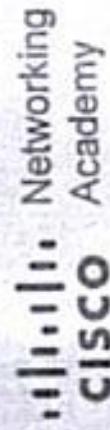
www.eduskillsfoundation.org



VIJAYAWADA

**SRK Institute of Technology
Andhra Pradesh**

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

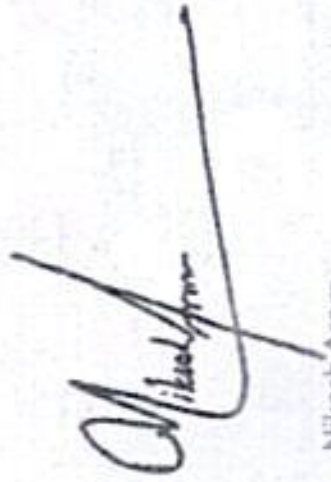


PALO ALTO NETWORKS CYBERSECURITY ACADEMY

THIS CERTIFICATE OF ACKNOWLEDGEMENT CONFIRMS THAT

SRK Institute of Technology

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



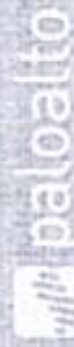
Nikesh Arora
Chairman and CEO
Palo Alto Networks

Oct 2, 2020

Certification Date

1059

Certification Number



**CYBERSECURITY
ACADEMY**

Blue Prism is proud to recognize our partner

SRK Institute of Technology

Vijayawada

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:



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.

1. **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. Recipient shall use a reasonable degree of care to protect Confidential Information and to prevent any unauthorized use or disclosure of Confidential 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.

Signed for and on behalf of Blue Prism India Private Ltd

Signed for and on behalf of SPR Institute of Technology

Designated by:

Daniel Sassoon

Authorised Signature

[Signature]

Daniel Sassoon

Name

[Signature]

Associate General Counsel - APAC

[Signature]

17 June 2020

Date

17/06/2020

Address for notices:

Blue Prism India Private Ltd

11000000 Pte Ltd

11000000 Pte Ltd

11000000 Pte Ltd

11000000 Pte Ltd

11000000 Pte Ltd

11000000 Pte Ltd

11000000 Pte Ltd

11000000 Pte Ltd

SPR Institute of Technology

[Signature]

[Signature]

[Signature]

[Signature]



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 policies 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



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 pre-test 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 30th immediately following the Effective Date ("**Initial Term**"). After the Initial Term, on July 1st 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. Lab Equipment. 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. License Grant to JNCAAM. 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. License Grant to Juniper. 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. Severability; Remedies; Waiver. 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. Guidelines and Policies. 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 1976, as amended) based on any Course Materials or other copyrightable works of Juniper, whether created by Juniper or JNCAAM.
- 14.10. "Documentation" 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.

3. Proposed Obligations of SRK Institute of Technology:

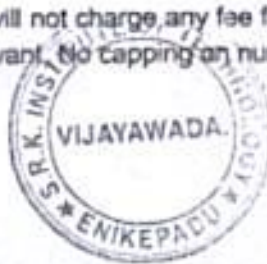
- To create awareness for adoption and registration of technical courses from interested students.
- To nominate a point of contact who could monitor and review the program updates.
- Pay membership fee every year. Following year's membership fee can be incremented on nominal basis, if the need arises. Agreement to be renewed after 3 years.
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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.
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* 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.





EduSkills®

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.

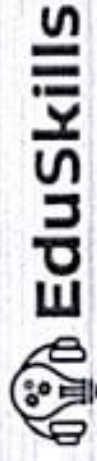
Certificate Number : CEL-EDU-2022-072

Certificate Date : 29 August 2022



A handwritten signature in black ink that reads "Jerome Geyer-Klingenberg".

JEROME GEYER-KLINGENBERG
Head of Academic Alliance, Celonis SE



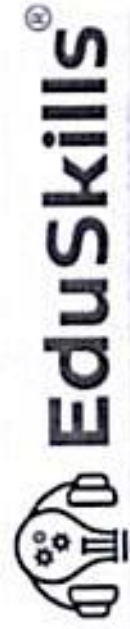
Regional Academy

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

598

Certification Number

Olivia Duane-Adams

Olivia Duane-Adams, CAO, Alteryx



EduSkills

Proforma Invoice

EduSkills Foundation

806, DLF CyberCity, Tech Park, Bhubaneswar, Odisha, India
GSTIN: 21AABTE0262F1ZG
PAN : AABTE0262F
Email : accounts@eduskillsfoundation.org

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

Bill To:
SRK Institute of Technology
Anadhra Pradesh

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 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, harithadasani@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 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 pro test at the end of each Authorized Course. At Juniper's sole discretion, membership status, requirements, guidelines, or 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 30th immediately following the Effective Date ("Initial Term"). After the Initial Term, on July 1st 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 effort 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. **Lab Equipment.** 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 termination for cause of this Agreement and the accompanying software license.

- 5.3. **Educational Institution.** Throughout the Term of this Agreement, JNCAAM must maintain its standing and qualification as a recognized educational institution, such as Academic Research Institution, University, College and Junior College, vocational or technical school, high school or academic foundation; including, military training command and professional organization that regularly provide on-going continuing education and training to technology professionals.
- 5.4. **Use of Course Materials in combination with non-Course Materials.** JNCAAM instructors may use non-Course Materials, such 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 detract 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 used for instruction and teaching must be clearly identified as such and differentiated from Course Materials.
- 5.5. **Prohibited Use of Course 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 judgment of Juniper, competes with the underlying purpose and intention of this Agreement, which is to authorize JNCAAM to instruct 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 that 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 or copy Course Materials in any media or format, unless prior written authorization is obtained from Juniper.
- 5.7. **Student Satisfaction.** JNCAAM shall endeavor to ensure high-level of student satisfaction with its course delivery and curriculum by offering high quality instructional and educational classes that include regular and significant exposure to Juniper technologies.

6. Confidential Information.

- 6.1. **Scope.** "Confidential Information" means all information disclosed, directly or indirectly, to the other party (the "Receiving Party") and labeled as confidential or proprietary, stated at the time of oral disclosure to be confidential or proprietary, or by the nature of the information and the circumstances of the disclosure, the Receiving Party should reasonably infer to be confidential or proprietary. Confidential Information does not include information which: (i) is or becomes generally known through no fault of the Receiving Party; (ii) is known to the Receiving Party at the time of receipt, as evidenced by the Receiving Party's records; (iii) is hereafter furnished to the Receiving Party by a third party as a matter of right and without restriction on disclosure; or (iv) is independently developed, as evidenced by contemporaneous records by the Receiving Party without use of or reference to such Confidential Information.
- 6.2. **Protection.** The Receiving Party will use a reasonable degree of care to maintain all Confidential Information to accomplish the 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 disclose Confidential Information: (i) to its employees and representatives that have a need to know to accomplish the purposes of this Agreement; and (ii) in response to a valid order of a court or other governmental body or as otherwise required by law to be disclosed, provided the Receiving Party, to the extent legally permissible, gives sufficient notice to the disclosing party to enable the disclosing party to take protective measures. Except as otherwise expressly set forth in this Agreement, no rights or license to intellectual property in Confidential Information is granted by either Party under this Agreement, whether express, implied or otherwise, to the other Party. The obligations imposed on the Receiving Party shall survive the expiration or termination of this Agreement.

7. **Data Protection.** All data collected, processed, and/or used in connection with this Agreement is subject to the Juniper Privacy Policy. Juniper shall maintain appropriate administrative, physical, and technical safeguards for protection of the security, confidentiality, and integrity of End User Data as described in the applicable Documentation. To the extent End User Data includes Personal Data, as defined in the Data Protection Agreement ("DPA") located at <https://www.juniper.net/us/en/privacy-policy/customer-dpa/>, the terms of the DPA are hereby incorporated by reference and shall apply.

8. 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 in 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 in Authorized Courses; provided, however, JNCAAM shall not make any Derivative Materials based in whole or in part on 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 rights in any, in Derivative Materials, and shall execute such documents and perform such other acts as Juniper may reasonably 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 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 a 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. License Grant to JNCAAM. Provided JNCAAM obtains specific prior written approval and authorization from Program Manager, at such time, Juniper hereby 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 an infringement action regarding such rights.

8.2.2. License Grant to Juniper. 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 hereby 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 JNCAAM 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 JNCAAM 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 NEGLIGENCE 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 participate in its own 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, except 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, OR IN CONNECTION WITH, THIS AGREEMENT, UNDER ANY THEORY OF LIABILITY, INCLUDING, WITHOUT LIMITATION, ACTIVE 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 MISTAKE IN THE 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 AND ITS AFFILIATES MAKES NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, ANY WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT 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

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 Agreement and fails to cure such breach within ten (10) days following receipt of written notice of termination from the non-breaching party 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 advance written notice.

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 with 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 materials and uses containing such JNCAAM Marks. Each party shall provide the other party with a written certification signed by 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, JNCAAM shall return or destroy all materials, documents, plaque(s), etc., related to the JNCAA program. If Program Manager authorizes destruction of such materials, JNCAAM shall provide Juniper with a written certification signed by one of its duly authorized officers or high-ranking executive, management or representative employee certifying the destruction of all such materials.

12.4. No Damages for Termination. Neither party will be liable to the other party for any claims or damages of any kind arising out of the termination of this Agreement in accordance with this Section 12, including any incidental or consequential damages, including without limitation any compensation, reimbursement for the loss of prospective profits, anticipated sales or goodwill. 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, validity or termination, shall be referred to and finally resolved by arbitration administered by the Singapore International 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. The 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 from the courts of the Territory Law ("Territory Court"), and the parties agree to submit to the exclusive jurisdiction of the Territory Court for this purpose. The parties agree that any such application to the Territory Court shall not be considered as demonstrating an intention to act inconsistently in any way with these terms to settle disputes by 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 in 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 Law specifically prohibits from being resolved by arbitration, shall be subject to the exclusive jurisdiction of the Territory Court and the Parties agree to submit to the exclusive jurisdiction of the Territory Court in respect of all disputes which cannot be resolved by arbitration.

13.3. Compliance with Laws. JNCAAM and its personnel shall always comply with the Compliance Rules.

13.4. Force Majeure. Neither Party will be responsible for any failure or delay in performance due to causes beyond its reasonable control, provided such Party promptly notifies the other Party in writing of such event.

13.5. Assignment. JNCAAM may not assign or delegate or otherwise transfer its licenses, rights, or duties under this Agreement except with the prior written consent of Juniper. Any attempted prohibited assignment will be void. Juniper may assign, subcontract or delegate any or all of its rights and/or its obligations under this Agreement to any Affiliate of Juniper without the consent of JNCAAM. Subject to the foregoing, this Agreement shall be binding upon and inure to the benefit of the Parties 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 to the case of: (i) Juniper, to the Address Details; and (ii) the JNCAAM, to the address provided by the JNCAAM. Juniper

permit other notification methods as described in the Onboarding Information. Notices may also be posted on the relevant Juniper website.



- 13.7. Severability; Remedies; Waiver. 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 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. Guidelines and Policies. 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 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 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) 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, 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 1976, as amended) based on any Course Materials or other copyrightable works of Juniper, whether created by Juniper or JNCAAM.
- 14.10. "Documentation" 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 and 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.

- 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 America, Central 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/privacy-policy/>.
- 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 include End User Data.
- 14.23. "**Online Policies, Guidelines and Procedures**" means, without limitation, any policies, guidelines, or procedures, that are 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 Juniper. 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 India, 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. Convention on Contracts for the International Sale of Goods, the application of which is hereby excluded and any disputes arising out of this Agreement, the Parties consent to the personal and exclusive jurisdiction of, and venue in, the state and federal courts within Santa Clara County, California.

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

Juniper (as defined in section 14.19 above)	SRM Institute of Technology	
 (Authorized Representative – Signature)	 (Authorized Representative – Signature)	
Rajendra Kane (Authorized Representative – Printed)	Dr D. Haritha (Authorized Representative – Printed)	
Finance Controller December 15, 2021 (Title) (Date)	HOD CSE (Title)	2-12-2021 (Date)

Juniper Networks

Business

Approved As To Form

Business

Blue Prism is proud to recognize our partner

SRK Institute of Technology

Vijayawada

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.

1. **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. Recipient shall use a reasonable degree of care to protect Confidential Information and to prevent any unauthorized use or disclosure of Confidential 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.

Signed for and on behalf of Blue Prism India Private Ltd

Signed for and on behalf of SSR Institute of Technology

Executed by

Daniel Sassoon

By Daniel Sassoon
Authorized Signature

By [Signature]
Authorized Signature

Daniel Sassoon

Name

[Signature]
Name

Associate General Counsel - APAC

Title

[Signature]
Title

17 June 2020

Date

[Signature]
Date

Address for notice:

Blue Prism India Private Ltd

C/o Blue Prism India Ltd

28 Beach Road

#29-01 South Beach Tower

Singapore 189767

SINGAPORE

Attn: Legal Department

Email:

Signed for and on behalf of SSR Institute of Technology

[Signature]

[Signature]

[Signature]

Attn:

[Signature]

PALO ALTO NETWORKS CYBERSECURITY ACADEMY

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



**CYBERSECURITY
ACADEMY**



ICT ACADEMY

PROFORMA INVOICE

Date: 26-05-2022

To,

The Principal,
SRK Institute of Technology,
AIR Port Road 3-44, Eluru, Road, Enikepadu, Vijayawada - 521108

P.INV. NO.	DETAILS	AMOUNT (Rs.)
0546/22-23	Towards Annual Membership Fee -Renewal IGST 18%	50,000 9,000
	Total	59,000

(Rupees Fifty Nine Thousand Only)

Bank Details for Release of Payment:

Account Name : ICT Academy
Account Number : 6824312568
Bank Name : Indian Bank
Branch Name : DB Jain College Branch, Thoraipakkam, Chennai
Branch IFSC Code : IDIB000D052
Organization Pan No : AAECI6323D
GSTIN No. : 07AAECI6323D1ZW
Institution GSTIN : Unregistered

For ICT Academy



J. Baskar

(Baskar Janakiraman)
Authorised Signatory

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 01st 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, 1st 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.



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 |



IN WITNESS WHEREOF, the parties hereto have executed this MOU in ~~their~~ corporate names by their respective officers duly authorized, on the respective dates hereinafter mentioned.

For SRK Institute of Technology

(
(Dr. M. EKAMBARAM
NAIDU)

Institution Name: SRK Institute of Technology

Institution Representative: Dr. M. Ekambaram
PRINCIPAL

SRK INSTITUTE OF TECHNOLOGY
ENIKEPADU, VIJAYAWADA

Position: Principal

Address: SRK Institute of Technology,

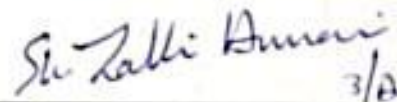
Enikepadu, Vijayawada- 521 108,

Andhra Pradesh.

Ph: 0866-2843839

Email: principalsrk@gmail.com

**For ARTHA FINANCIAL
PROFESSIONALS' GURU**

(
3/Aug/10)



Associate Name: Artha Financial Professionals'
Guru

Associate Representative: Mr. Zakir Hussain

Position: Director

Address: No.27-37-66, 1st Floor, Vijayawada Rd,
Opposite Raghavaiah Park, Governor Peta,
Vijayawada, Andhra Pradesh 520002.

Ph: 0866 663 3374,

Cell: 90309 39344

Email: infor@myartha.org



**Memorandum of Understanding on
Campus Training Program in between**



TECHNOSPARK IT SOLUTIONS LLP

and



**SRK INSTITUTE OF TECHNOLOGY
VIJAYAWADA**

Party of the First Part;

#40-1-142A, Flat no. F.F.A, Mallika Apartments, M.G.Road, Opp. D.V. Manor, Beside Sundaram Honda, Vijayawada – 10.

Party of the Second Part;

SRK Institute of Technology, NH 5, Opposite Pratap Industries, Enikepadu, Vijayawada, Andhra Pradesh, India 521108, through its authorized signatory, Dr. M. Ekambaram Naidu, Principal.

About Us:

At Technospark IT Solutions, we are dedicated to fostering excellence in cybersecurity education and empowering individuals with the knowledge and skills to navigate the ever-evolving digital landscape. Established in 2014, we have emerged as a leading institute in the field of cybersecurity training, committed to equipping professionals and enthusiasts with the tools to combat cyber threats effectively.

Mission:

Our mission is to bridge the gap between the increasing demand for skilled cybersecurity professionals and the shortage of qualified individuals in the industry. We strive to provide high-quality, hands-on training that not only imparts technical expertise but also instils a deep understanding of the ethical and legal implications of cybersecurity.

Training Programs:

Our institute offers a comprehensive range of training programs designed to meet the diverse needs of both beginners and seasoned professionals in the cybersecurity domain. From foundational courses covering the basics of cybersecurity to advanced programs focusing on specialized areas such as ethical hacking, penetration testing, and incident response. We ensure that our students acquire practical, real-world skills.

Key Features:

- **Expert Faculty:** Our courses are led by industry experts with extensive experience in cybersecurity. They bring real-world insights and practical knowledge to the classroom, ensuring that our students are well-prepared for the challenges of the cybersecurity landscape.
- **Hands-On Learning:** We believe in learning by doing. Our training programs emphasize hands-on, practical exercises, allowing students to apply theoretical knowledge in simulated environments. This approach ensures that our graduates are ready to tackle real-world cybersecurity challenges.
- **Industry-Relevant Curriculum:** Our curriculum is regularly updated to align with the latest industry trends and emerging threats. We work closely with cybersecurity professionals and organizations to ensure that our courses remain relevant and reflect the current state of the cybersecurity landscape.
- **Global Certification Preparation:** Prepare for globally recognized certifications with our specialized training tracks. Our programs are designed to help students achieve certifications from leading cybersecurity organizations, enhancing their credibility in the job market.
- **Comprehensive Training Programs:** Whether you are a beginner or an experienced professional, we offer a range of training programs to suit your skill level. From foundational courses to advanced specialization, our programs cover a broad spectrum of cybersecurity topics.



Our Approach:

At Technospark IT Solutions, we believe in a holistic approach to education. Our programs are designed to go beyond traditional learning, incorporating hands-on experiences, industry exposure, and personalized mentorship. We aim to create a dynamic learning environment that inspires creativity, critical thinking, and a passion for continuous learning.

Courses Offered:

- Web Development
- Power BI
- Full stack Java
- Python
- Artificial Intelligence & Machine Learning (AI & ML)
- Cybersecurity Fundamentals
- Ethical Hacking
- Penetration Testing
- Hardware & Networking
- CPC (Certified Professional Coder)
- Medical Coding
- Linux etc.

Admissions:

Joining Technospark IT Solutions means becoming part of a community dedicated to your success. Our admissions process is designed to identify individuals who share our commitment to excellence and contribute to the vibrant diversity of our institute.

Embark on a transformative educational journey at Technospark IT Solutions. Discover the power of knowledge, innovation, and community as you prepare for a future full of possibilities.

Why Technospark:

- ✓ Formula-based training will be replaced with concept-based training.
- ✓ "Access to online tests for our students.
- ✓ "All students undergo a diagnostic assessment at the beginning of the training program (if the college prefers).
- ✓ "In order to evaluate our performance objectively, we conduct a post-program assessment that quantifies the improvement in students.
- ✓ We will provide information regarding the Updated MNCs Test Patterns We will share links to previous questions from MNCs.
- ✓ Students can learn daily through Social Media (Whatsapp) in addition to Apps for Aptitude, Reasoning, Verbal, Interview, and Resume Writing
- ✓ We'll provide worksheets to Practice exercises that cover problems asked in previous year placements.

Technospark IT solutions is unique by giving an opportunity to make a selection of IT course that will bring progress in your career. Our organisation was established in 2014, with **ISO IQMS 9001:2015** certification, **MSME certification** to provide quality training for an aspiring graduates and professionals who wants to establish themselves in all MNC companies.

We train the students in different modes of directions to be paramount in the online software training field as to make them finest amongst with the latest technology. We have highly practiced and proficient faculty to polish the trainees in a contemporary manner to amplify their style of learning and grabbing the existing issues as fine as that helps them to grow intelligent in this field.

The multi domains in which Technospark IT Solutions operate includes the following:

➤ **Workshop**

- Engineering colleges
- Degree Colleges
- Corporate (Private & Govt)

➤ **Classroom Training Cum Certification Course**

- Summer Training (30-40 Days)
- Winter Training (15 Days)
- Weekend (2 days & 30 days)
- 3 Months / 6 Months Course

➤ **On-site Trainings**

➤ **Internships**

Student Responsibilities:

- Student agrees to work on projects as directed by staff of the Technospark IT Solutions.
- Student agrees to follow the administrative policies of the Organization, including confidentiality policies, personnel practices, and business protocols.
- Student agrees to abide by the Technospark IT Solutions Code of Student Conduct and any other program policies relating to professional behaviour.
- Student acknowledges that successful completion of the Course, and grading, will be determined by Quality Thought Infosystems faculty and that student must successfully complete the internship and all academic components of the Course.

Internship Organization Responsibilities:

- Internship Organization will host Student and provide a planned, supervised program of internship experience for Student.
- Internship Organization will maintain a safe, positive, and respectful learning environment for Student.
- Internship Organization will provide Student with ongoing guidance and feedback during the internship.
- Internship Organization will maintain records and reports on student's performance and provide written evaluations of student's performance.

The development and implementation of specific activities based on this MoU will be separately discussed and agreed by both parties.

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

Executed and agreed by:



Mr. M. Chandra Sekhar

Managing Director (MD)

Technospark IT Solutions LLP



Dr. M. Ekambaram Naidu

Principal

SRK Institute of Technology

PRINCIPAL

SRK INSTITUTE OF TECHNOLOGY
ENIKEPADU, VIJAYAWADA-521 108,

MEMORANDUM OF UNDERSTANDING(MoU)

BETWEEN

SRK INSTITUTE OF TECHNOLOGY
(First Party)

&

CANTERCADD INDIA PVT.LTD
(Second Party)

MEMORANDUM OF UNDERSTANDING

This **Memorandum of Understanding** (hereinafter called as the 'MoU') is entered into on 05th of July- Two Thousand Twenty Three (05-07-2023),

BETWEEN

SRK INSTITUTE OF TECHNOLOGY, Enikepadu, Krishna , Andhra Pradesh 521108, the First Party represented herein by its **Dr. M.EKAMBARAM NAIDU, Principal SRK INSTITUTE OF TECHNOLOGY.** (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

CANTER CADD, 1st Floor Above Riya Travels ,Benz Circle, Vijayawada, Andhra Pradesh 520010, the Second Party, and represented herein by its **Center Manager , KANCHERLA NAGU.** (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:
SRK INSTITUTE OF TECHNOLOGY, Enikepadu, Krishna , Andhra Pradesh 521108.
- 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) **CANTER CADD, 1st Floor Above Riya Travels, Benz Circle, Vijayawada, Andhra Pradesh -520010**, the Second Party is engaged in Skill Development, Education and R&D Services in the fields of **-Computer-Aided Design (CAD), Computer-Aided Analysis (CAA), Computer-Aided Engineering (CAE), Computer-Aided Manufacturing (CAM) and 3D Printing technology and related fields.**
- F) **CANTER CADD, 1st Floor Above Riya Travels, Benz Circle, Vijayawada, Andhra Pradesh 520010**, the Second Party is promoted by **Mr. Kancherla Nagu, Center Manager;**
- G) CANTER CADD was established in 2004 with a simple, deeply committed vision to unleash the power of Engineering. Engineering is a great power. It fuels the world's economy, makes our life wonderfully safe and comfortable and fills the world with wondrous products and services and unleashes the power of human's mind! Very early it was understood the future and wanted

to seize the opportunity and provide leadership and make an impact in the field of computer technology used in Engineering. In the following they have made clear what specifically drives them. It has explained why there is a need for in-depth training of these computer technologies, how they have put in place the most efficient training program, their success story to date and finally why the road ahead is almost endless and the fact that it has miles to go.

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

CLAUSE 1 CO-OPERATION

- 1.1 Both Parties are united by common interests and objectives, and they shall establish channels of communication and co-operation that will promote and advance their respective operations within the **SRK INSTITUTE OF TECHNOLOGY, Enikepadu, Krishna, Andhra Pradesh 521108** 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 oneanother.
- 1.2 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 SecondParty.
- 1.3 The general terms of co-operation shall be governed by this MoU. The Parties shall cooperate with each other and shall, as promptly as is reasonably practical, enter into all relevant agreements, deeds and documents (the 'Definitive Documents') as may be required to give effect to the actions contemplated in terms of this MoU. The term of Definitive Documents shall be mutually decided between the Parties. Along with the

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

CLAUSE 2 SCOPE OF THE MoU

- 2.1 The budding graduates from the institutions could play a key role in technological up-gradation, innovation and competitiveness of an industry. Both parties believe that close co-operation between the two would be of major benefit to the student community to enhance their skills and knowledge.
- 2.2 **Curriculum Design:** 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.
- 2.3 **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.
- 2.4 **Internships and Placement of Students:** Second Party will actively engage to help the delivery of the Internship and placement of students of the First Party into internships/jobs, as per AICTE Internship Policy. The Second Party will also register itself on AICTE Internship Policy Portal for disseminating the Internship opportunities available with them.
- 2.5 **Research and Development:** Both Parties have agreed to carry out the

joint research activities in the fields of - **Computer- Aided Design(CAD),Computer-Aided Analysis(CAA), Computer-Aided Engineering(CAE), Computer-Aided Manufacturing(CAM) and 3D Printing technology** and related fields.

- 2.6 **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.
- 2.7 **Guest Lectures:** Second Party to extend the necessary support to deliver guest lecturers to the students of the First Party on the technology trends and in house requirements.
- 2.8 **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.
- 2.9 Both Parties to obtain all internal approvals, consents, permissions, and licenses of whatsoever nature required for offering the Programs on the terms specified herein
- 3 Partner shall provide the list of students who have signed up for the courses, as and when the student's complete registrations.
- 4 Partner shall provide the placements to the students in their respective fields, who have signed up for the courses.
- 4.1 There is **no financial commitment** on the part of the **Computer- Aided Design(CAD),Computer-Aided Analysis(CAA), Computer-Aided Engineering(CAE), Computer-Aided Manufacturing(CAM) and 3D Printing technology**, the First Party to take up any program mentioned in the MOU. If there is any financial consideration, it will be deal separately.

CLAUSE 3 INTELLECTUAL PROPERTY

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

CLAUSE 4 VALIDITY

- 4.1 This Agreement will be valid until it is expressly terminated by either Party on mutually agreed terms, during which period **CANTER CADD,1stFloor Above Riya Travels ,Benz Circle, Vijayawada, Andhra Pradesh 520010**, 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 **CANTER CADD,1stFloor Above Riya Travels ,Benz Circle, Vijayawada, Andhra Pradesh 520010**, the Second Party after termination of this Agreement by way of communication, correspondence etc., shall not be construed as an extension of this MoU.
- 4.2 The MoU shall become effective from the date hereof and shall be in force for a period of **three years** and can be extended on mutual agreement, unless terminated by mutual consent of the parties.
- 4.3 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 implied, on behalf of the other Party, without the prior written consent of the other

Party. Neither Party shall have, nor represent itself as having, any authority under the terms of this MoU to make agreements of any kind in the name of or binding upon the other Party, to pledge the other Party's credit, or to extend credit on behalf of the other Party.

(First Party) (Second Party)

Principal
SRK INSTITUTE OF TECHNOLOGY
ENIKEPADU,
Vijayawada, Krishna (Dist),
Andhra Pradesh 521108.

Center Manager
CANTER CADD
1st Floor,
Above Riya Travels,
Benz Circle, Vijayawada
Andhra Pradesh 520010.

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

AGREED:

Dr.M. EKAMBARAM NAIDU
PRINCIPAL
SRK INSTITUTE OF TECHNOLOGY
ENIKEPADU,
Vijayawada, Krishna (Dist),
Andhra Pradesh 521108.

KANCHERLA NAGU
Center Manager, CANTER CADD
1st Floor,
Above Riya Travels,
Benz Circle, Vijayawada
Andhra Pradesh 520010.

Authorized Signatory

PRINCIPAL

SRK INSTITUTE OF TECHNOLOGY
ENIKEPADU, VIJAYAWADA-521 108.




Authorized Signatory

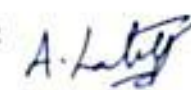


Name of Institution	Name of Industry
SRK INSTITUTE OF TECHNOLOGY ENIKEPADU, Vijayawada, Krishna (Dist), Andhra Pradesh 521108.	CANTERCADD, 1st Floor,Above Riya Travels, Benz Circle, Vijayawada. Andhra Pradesh 520010.
	+91 7893235777
srktech@gmail.com	nagu@cantercadd.com
www.srkit.in	www.cantercadd.com

Witness1:


Dr.T.Satyanarayana
Professor &Head of Civil Department,
SRK INSTITUTE OF TECHNOLOGY,
ENIKEPADU,Krishna(Dist.), A.P
Andhra Pradesh 521108.

Witness2:


Mechanical Facilitator,
CANTER CADD
Above Riya Travels
Benz Circle, Vijayawada.
Andhra Pradesh 520010.



BIST TECHNOLOGIES PRIVATE LIMITED

Door No: 33-21-4, First Floor, Seetharampuram Signals,
Eluru Road, Vijayawada -520002.

Memorandum of Understanding (MOU)

Between

BIST Technologies Pvt. Ltd

&

SRK Institute of Technology

Purpose

This Memorandum of Understanding (MOU) outlines the collaboration between BIST Technologies Pvt.Ltd, CIN- U62099AP2023PTC111817, Seetharampuram, Vijayawada, NTR District, Andhra Pradesh, represented by its Director having their registered office at Vijayawada and SRK Institute of Technology, Enikepadu, Vijayawada, NTR District, Andhra Pradesh 521108, represented by the Principal of the institution to provide exceptional opportunity tailored specifically for the students of your esteemed institution. We are offering industrial internships designed to provide practical insights and hands-on experience in cutting-edge domains for the ongoing R-20 and coming R-23 Regulation to Bridge the gap between Industry and Institution.

Benefits

The parties contemplate that they will benefit from this alliance as follows:

Benefits to SRK Institute of Technology

- We provide opportunity to the students to engage with the industry on a regular basis to understand the needs of the industry and accordingly update the curriculum.



BIST TECHNOLOGIES PRIVATE LIMITED

**Door No: 33-21-4, First Floor, Seetharampuram Signals,
Eluru Road, Vijayawada -520002.**

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- Possibility of offering an advanced skill course for their current curriculum.
 - We provide opportunity to collaborate with the industry for
 - a. Student Development Programs (SDP)
 - b. Projects
 - c. Faculty Development Programs(FDP)
 - d. Research programs
 - e. Student internships in the emerging fields of the industry
 - We help students for the improvement of their employability skills.

Benefits to the student intern opting for offline internship program

- On a daily basis We will provide a 2hr theory offline session.
- Followed by a 2hr lab session.
- Tools relating to the domain they opt for will be provided to the interns.
- A one-hour communication skills session will be provided for the interns.
- An everyday assignment will be given to the interns.
- During their internship tenure, 2 assessments will be conducted.
- By the end of internship, we will provide
 - Internship completion certificate from APSCHE
 - Certificate from BIST Technologies Pvt. Ltd
 - Merit certificate (for good performance in assessments).

Scope

BIST Technologies Pvt. Ltd agrees to provide internship opportunities for SRK Institute of Technology students in the following domains:

1. Machine Learning
2. Artificial Intelligence
3. Data Science



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4. Java Programming
 5. Python Programming
 6. OpenCV with Python
 7. EV Design
 8. VLSI Design for Testability
 9. VLSI Front end RTL Design
 10. Robotics Process Automation
 11. Internet of Things (IoT)
 12. Embedded Systems
 13. Embedded C & C++
 14. Mechatronics

Terms and Conditions:

1. At BIST Technologies Pvt. Ltd, we offer internships to SRK Institute of Technologystudents based on the Domain they opt for.
2. The duration of each internship will be mutually agreed upon by BIST Technologies Pvt. Ltd and SRK Institute of Technology, with a minimum duration of 6 weeks for the Short-Term and not less than 14 weeks for the Long-Term Internship, and Certification will be Provided as per the Requirement of Management of SRK Institute of Technology.
3. SRK Institute of Technologywill facilitate the eligible students by coordinating with BIST Technologies Pvt. Ltd for the internships.
4. BIST Technologies Pvt. Ltd will provide necessary resources, guidance, and mentorship to the interns during their tenure at the company



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5. Interns will be required to abide by the rules, regulations, and confidentiality agreements of BIST Technologies Pvt. Ltd during their internship period.
6. Both parties agree to maintain regular communication, Assessments and provide feedback to ensure a mutually beneficial internship experience.

WHY BIST TECHNOLOGIES PVT. LTD?

BIST Technologies Pvt. Ltd is industry driven state-of-the-art training institute of excellence in various technologies such as VLSI DFT, Embedded systems, IOT, EV Design, Artificial Intelligence, Machine Learning, Data Science etc., Since our inception, approximately 10,000 students were trained with certification. We are the only company that is providing the students with both live online sessions & offline classes. Recorded classes will also be provided in our website.

We are approved by **APSCHE, AICTE & MSME**

Effectiveness

This MOU shall become effective upon signature by authorized representatives of both BIST Technologies Pvt. Ltd and SRK Institute of Technology.

Termination

This MOU may be terminated by either party with a notice of 30 days.

BIST Technologies Pvt. Ltd

Director: *R. Upendra Rao*

Signature: *R. Upendra Rao*

Date: *01/08/2023*



SRK Institute of Technology

Principal: *[Signature]*

Signature: *[Signature]*

Date: *01/08/2023*

PRINCIPAL
SRK INSTITUTE OF TECHNOLOGY
ENIKEPADU, VIJAYAWADA-521 108.



MEMORANDUM OF UNDERSTANDING (MoU)

Between

Indian Biomedical Skill Council (IBSC)

Having its office at AMTZ Campus, Pragati Maidan, VM Steel Project S.O.,
Visakhapatnam – 530031, Andhra Pradesh, India
(First party hereinafter referred to as IBSC),
Represented by Dr. Jitendra Kumar Sharma, Chairman, IBSC
& Managing Director & CEO, AMTZ

And

SRK Institute of Technology, Enikepadu, Vijayawada

Having its office at Enikepadu, Post,
Enikepadu - 521108, Andhra Pradesh, India
(Second party, hereinafter referred to as "SRKIT"),
Represented by Dr M Ekambaram Naidu, Principal

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (MoU) is made and executed on this 19th of August 2023, at Visakhapatnam

Between

Indian Biomedical Skill Council, is established by Andhra Pradesh MedTech Zone (AMTZ), having its office at AMTZ Campus, Pragati Maidan, VM Steel Project S.O, Visakhapatnam - 530031, India, represented by Dr. Jitendra Kumar Sharma, Chairman, Visakhapatnam hereinafter referred to as "Party of the FIRST PART" or "IBSC" which expression wherever it occurs, shall mean and include the representatives, administrators, successors in interest and assign;

And

SRK INSTITUTE OF TECHNOLOGY, ENIKEPADU, VIJAYAWADA having its office at Enikepadu, Post, Enikepadu - 521108, Andhra Pradesh, India (Second party, hereinafter referred to as "SRKIT"), Represented by Dr M Ekambaram Naidu, Principal, Hereinafter referred to as "Party of the SECOND Part" or "SRKIT" which expression wherever it occurs, shall mean and include the representatives, administrators, successors in interest and assign.

Both parties hereinafter shall collectively refer to as "Parties"

I. WHEREAS:

- I. The Party of the FIRST PART is a Council for Biomedical Engineering Skills in India promoted by the AMTZ, in collaboration with Medical Devices Industry stakeholders in India, which has the mandate to test and grade the competency of bio-medical engineering professional skills in India; IBSC is recognized by Ministry of Skill Development & Entrepreneurship, Government of India. IBSC has its independency & unique identity to certify biomedical professionals and deliver skill training programs.
- II. The Party of the SECOND PART **SRK INSTITUTE OF TECHNOLOGY, ENIKEPADU, VIJAYAWADA** having its office at Enikepadu, Post, Enikepadu -

521108, Andhra Pradesh, India, is an engineering college with 17 years of Academic Excellence, Affiliated to the JNTUK, Kakinada and Approved by AICTE New Delhi is located at Enikepadu, Vijayawada. It was established in the year 2007 under the aegis of SRK Foundation. Sri B S Apparao is the Chairman and Sri B S Sri Krishna as Secretary of the Society.

- III. The Parties hereby express their willingness to enter into a Memorandum of Understanding to set out the frame work to carry-out training of learners as per job roles(s) related to Medical Device Industry.

2. PREAMBLE

- 2.1 IBSC is engaged in Skill Development, Education, Hands-on-Trainings and R&D services in the fields of Medical Technology and related fields.
- 2.2 SRKIT has evolved as one of the top institutions in Andhra Pradesh, and is an Industry Connected Institution. To impart industry relevant skills, SRKIT has collaborated with various industries and setup Centers of Excellence (CoE) to carry out training and to give a real-time hands-on experience. The Institute focuses on holistic development of students by adopting the most innovative and creative dimension to impart quality education and employability skills.
- 2.3 IBSC & SRKIT believes 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.
- 2.4 The Parties intended to cooperate and focus their efforts on cooperation within area of Skill Based Training, Education and Research.
- 2.5 The Parties hereby express their willingness to combine their resources for skill development in medical technology and related sectors, and work towards promoting the growth of the sector by creating necessary eco-system for the said purpose.

3. SCOPE OF MoU

The Parties have decided to enter into this Memorandum of Understanding to express their interest on collaborating on joint activities that will described in various project agreements entered into by the parties:

4.1 ROLES AND RESPONSIBILITIES OF IBSC

1. IBSC shall undertake to collaborate with SRKIT on mutually agreed activities pursuant to project agreements entered into by the parties.
2. IBSC shall provide industrial-oriented trainings/courses for the SRKIT students.
3. IBSC shall facilitate industrial visits to the students.
4. IBSC will facilitate internship support for the students who have completed the required training modules of the IBSC programs.
5. IBSC will extend support for Guest faculty for delivering the courses
6. IBSC will extend support for developing industrial-oriented curriculum development inputs.
7. IBSC will provide Faculty development programs (FDP)/ Short term training programs (STTP) for enriching the faculty/staff knowledge in the biomedical domain.
8. IBSC will facilitate access to the Common Scientific Facilities (CSFs) other facilities to the university students / faculty / researches for medical device research purposes.
9. IBSC shall appoint a 'Point of Contact' for necessary coordination with SRKIT.

4.2 ROLES AND RESPONSIBILITIES OF SRKIT

1. SRKIT shall undertake to collaborate with IBSC on mutually agreed activities pursuant to project agreements entered into by the parties.
2. SRKIT shall facilitate interested student engagement in the IBSC training programs.
3. SRKIT shall facilitate interested faculty/staff engagement in the FDP / STTP.
4. SRKIT shall provide the space and facility to conduct the training-related activities in their premises.
5. SRKIT shall facilitate the credit transfer option for the IBSC training programs.
6. SRKIT shall provide support for developing a Center of Excellence at University premises.
7. SRKIT shall encourage interested faculty engagement in research & consultancy work with AMTZ group of institutions and manufacturers.
8. SRKIT shall appoint a 'Point of Contact' for necessary coordination with IBSC.

4.3 JOINT ROLES AND RESPONSIBILITIES OF IBSC AND SRKIT

1. The Parties would provide support as mutually agreed upon in project agreements.
2. The Parties would undertake and execute the mutually agreed tasks within a stipulated time frame as detailed in project agreements.
3. The Parties would provide industrial ready workforce.
4. The parties would execute joint research collaboration activities for publishing research articles/patents
5. The Parties will organize the technical Events / Seminars / National Conference / International Conference/ Symposia.
6. The parties will develop industrial-oriented courses/programs at the UG/PG level.
7. The Parties may also enter into a separate arrangement/agreement on a case-to-case basis, on such terms and conditions as may be mutually agreed by the parties.

5 DURATION OF MoU

The total time frame of the engagement would be for a period of 3 (three) years from the date of signing this MoU. The term of this MoU may be extended as may be mutually decided by the Parties.

6 DELIVERABLES

The deliverables would be as detailed in the scope of each task, mutually agreed between the parties, from time to time. Requisitions for a specific task could be given by any of the parties on mutually agreed terms of references that would be specific to identified projects.

7 FINANCIAL ARRANGEMENT

This will be undertaken by a separate financial terms & conditions on a project-to-project basis on mutually agreed terms by the parties. Each Party shall bear its expenses in discharge of its responsibilities mentioned in this MoU.

8 CONFIDENTIALITY AND NON-DISCLOSURE

Except as otherwise contemplated by this MoU, each Party (the "receiving party") undertakes that, in order to protect the proprietary interest of the other Party (the "disclosing party") in the disclosing Party's confidential information, it will not, during the term of this MoU nor at any time thereafter, either use or exploit in any manner, or

directly or indirectly divulge or disclose to others any of the disclosing party's confidential information. The receiving party shall treat all confidential information disclosed to it as strictly confidential and only use such confidential information for the purposes of this MoU. Each Party shall ensure that its directors, officers, employees, agents, representatives, students, faculty, Affiliates and attorneys comply at all times with this confidentiality undertaking. This clause does not apply to (i) information is public other than because of a breach of this clause; (ii) disclosure required by law; or (iii) disclosure to a Party's related companies, auditor, banker or advisors. Specific confidentiality and non-disclosure agreement will be a part of specific MoUs agreed by the Parties for each project.

9. AMENDMENTS TO MoU

In the event that any of the representations or warranties made/given by a party ceases to be true or stands changed, the party who had made such representation or given such warranty shall promptly notify the others of the same.

10. TERMINATION OF MoU

- a. This MoU may be terminated by either of the parties forthwith if the any party commits breach of any of the terms hereof and shall have failed to rectify such breach within sixty (60) days of the notice in this behalf having been served on it by the other parties.
- b. In addition to the reasons for termination as set forth above, this MoU may be terminated forthwith by any of the parties voluntarily by giving sixty (60) days' notice in writing to other parties OR involuntarily due to entering into composition, bankruptcy or similar re-organization proceedings or if applications invoking such proceedings have been filed and with the advance notice of 3 months by any of the parties.

11. FORCE MAJEURE

None of the parties shall be held responsible for non-fulfillment of their respective obligations under this MoU due to the exigency of one or more of the force majeure events such as but not limited to acts of God, War, Flood, Earthquake, Strikes, lockouts, Epidemics, Riots, Civil Commotions, etc., provided on the occurrence and cessation of any such event, the affected party thereby shall give a notice in writing to the other parties within one month of such occurrence or cessation. If the force majeure conditions

continue beyond six (6) months, the parties shall jointly decide about the future course of action.

12. ASSIGNMENT OF MoU

The rights and / or liabilities arising to any party of this MoU shall not be assigned except with the written consent of the other parties and subject to such terms and conditions as may be mutually agreed upon.

13. DISPUTE RESOLUTION

In the event of any dispute arising between parties with regard to any terms/conditions or this MOU, the parties would refer the dispute to a two-member committee consisting of a representative of each of the parties. The committee would make all efforts to resolve the dispute and interpret the clauses for furthering the purpose of the MOU and cause of the Organizations.

14. ARBITRATION

In the event of the dispute remaining unsolved, in spite of the efforts of the committee, the parties may refer the dispute to a Sole Arbitrator. The Sole Arbitrator shall be jointly appointed by the Parties, who would conduct the Arbitration proceedings as per the Arbitration and Conciliation Act, 1996. The place of Arbitration shall be Vishakhapatnam, Andhra Pradesh.

15. NOTICES

- a. Method of Notice. The parties shall give all notices and communications between the parties in writing by (i) personal delivery, or (ii) a nationally-recognized, next-day courier service, or (iii) registered postal services, or (iv) or (v) electronic mail to the party's address specified in this agreement, or to the address that a party has notified to be that party's address for the purposes of this section addressing to the address me

Party First Part (the "IBSC")
Dr. Jitendra Kumar Sharma
AMTZ Campus, Pragati Maidan
VM Steel Project S.O.,
Visakhapatnam – 530031, India

Party Second Part ("SRKIT")
Dr. M Ekamberam Naidu, Principal SRK
Institute of Technology, Enikepadu,
Vijayawada having its office at Enikepadu, (P),
Enikepadu - 521108, Andhra Pradesh, India

- b. Receipt of Notice. A notice given under this agreement will be effective on the other party's receipt of it, or if mailed, shall be deemed to have been duly if actually delivered, or after 15 fifteen days after mailing, if mailed by registered post or by courier. In case of an electronic mail, the notice shall be considered as delivered on the date of receipt of such mail.
16. Any additions or deletions to this MoU can be carried out on mutually agreed terms and appended to this MoU to form an integral part of this MoU.

IN WITNESS WHEREOF the Parties hereto have signed this MoU on the day, month and year mentioned here in before

For and on behalf of IBSC

Dr. Jitendra Kumar Sharma
Chairman

Witness: _____

Date: 19/8/2023

For and on behalf of SVCP

Dr. M Ekamberam Naidu,
Principal

Witness: _____

Date: 19/8/2023



PRINCIPAL
SRK INSTITUTE OF TECHNOLOGY
ENIKEPADU, VIJAYAWADA-521 108.