



सत्यमेव जयते

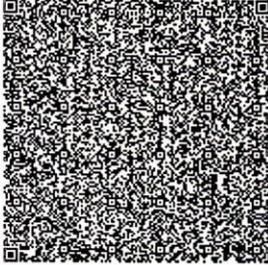
INDIA NON JUDICIAL  
Government of Karnataka

e-Stamp

Certificate No. : IN-KA17648685515557P  
Certificate Issued Date : 13-Apr-2017 02:49 PM  
Account Reference : NONACC (FI)/ kacrsfl08/ MAHALAKSHMI/ KA-BA  
Unique Doc. Reference : SUBIN-KAKACRSFL0883890955426441P  
Purchased by : UTL TECHNOLOGIES LIMITED  
Description of Document : Article 12 Bond  
Description : MOU  
Consideration Price (Rs.) : 0  
(Zero)  
First Party : UTL TECHNOLOGIES LIMITED  
Second Party : SRK INSTITUTE OF TECHNOLOGY  
Stamp Duty Paid By : UTL TECHNOLOGIES LIMITED  
Stamp Duty Amount(Rs.) : 100  
(One Hundred only)

For AISHWARYA MAHILA MULTI-PURPOSE  
CO-OPERATIVE SOCIETY LTD.

B. T. S.  
Authorised Signatory



-----Please write or type below this line-----

**Memorandum of Understanding**

This **Memorandum of Understanding** (hereinafter called as the MoU) is entered into this day the Fifteenth April Two Thousand Seventeen (15 - 04 - 2017) at Bangalore by and between

**Statutory Alert:**

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

**UTL Technologies Limited**, a UTL Group Company, incorporated under the laws of India and having its office at No.19/6, Ashokpuram School Road, Industrial Suburb, Yeshwanthpur, Bangalore – 560 022 and represented herein by its CEO, **Mr. J Srinivasa Raju**, (hereinafter referred to as "**First Party**")

**AND**

**SRK INSTITUTE OF TECHNOLOGY**, sponsored by **SRK Foundation** a non-profit organization registered under **EDUCATIONAL SOCIETY** under the **ACT of 2001 (Reg. No.: 276 dated 15/02/2007)** and having its registered office at 3-44 ENIKEPADU, VIJAYAWADA – 521108, ANDHRA PRADESH INDIA and represented herein by its CORRESPONDENT, **B. SRIKRISHNA** (hereafter referred to as "**Second Party**")

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

**WHEREAS:**

- a. First Party has been engaged in Education, Training, Research, and Skill Development Activities
- b. The First Party has undertaken a project to establish Model Skill Training Centers in association with Nation Skill Development Corporation for providing vocational / employable skills training to youth from various sections of society, for obtaining jobs in the industrial / service sector.
- c. The First Party with the objective of establishing a network of training centers in the arena of skill development to attain the sustainable development, by offering Training Programs in association with the Govt. / Industry through a number of training centers by leveraging existing infrastructure/ facilities and by partnering with Institutions / Agencies that have suitable infrastructure for conducting such Training Programme.
- d. The Second Party is interested to partner with the First Party in the initiative of Skill Development Programme by way of providing Infrastructure and other Facilitating Support, and has confirmed its acceptance to enter into this Agreement with the First Party
- e. The Second Party understands that the training will be provided to various categories of unemployed youth of the country and it has no objection to permit them/ allowing them to attend the Skill Development Programme.
- f. The Parties desire to structure a relationship and enter into this Agreement so as to offer various Skill Development Training Programs, for which both the Parties shall deploy their core competencies.

**NOW THEREFORE IT IS HEREBY AGREED BETWEEN THE PARTIES AS FOLLOWS:**

**CLAUSE 1**

**DEFINITIONS AND INTERPRETATION**

1.1 In this Agreement, in addition to the words and expressions above, unless there is something in the subject or context inconsistent therewith, the following expressions shall have the following meanings.

- a. **Agreement** means this Agreement together with any amendments or modifications hereto attached provided that such amendments and modifications have been executed in accordance with the procedures specified in this Agreement
- b. **Applicable Law** means the various statutes, delegated legislation (rules, regulations, orders, bye-laws), notifications, binding orders of Governmental Authorities, as and to the extent the same is applicable to the Parties and the substratum of this agreement
- c. **Industry** means the industrial sector and / or services sector, including organized as well as unorganized businesses
- d. **Infrastructure** means premises provided by the Second Party as detailed in Annexure III of this Agreement for conducting Training Programme
- e. **Training Content** means an instructional material used by the Trainers for training beneficiaries under. this Agreement to be provided by the first party.
- f. **Other Facilitating Support** means arranging community sensitization, industry engagement, providing machinery, equipment's, lab etc. by the Second Party as required under the Training Programme
- g. **Person** means and includes any company, association of persons, body of individuals, whether incorporated or not
- h. **Successful Completion by a Trainee** means the Trainee has attended the Training Programme as per the norms set by First Party, passed all the qualifying tests and has been assessed successful by the assessing agency / Person appointed by First Party for this purpose.
- i. **Training Programme** means a programme, organized by the First party to train Trainees in accordance with the terms of this Agreement.
- j. **Trainees** means individuals who are eligible and are willing to undertake the Training Programme as per the criterion laid down by the First Party.

1.2 **INTERPRETATION**

This Agreement will be interpreted, based on the following principles:

- a. All interpretation shall secure and implement the primary object of this Agreement set out in Clause 2
- b. This Agreement reflects the complete understanding as on the date of its execution amongst the Parties for the Services to be rendered by the Second Party and First Party.
- c. Where any act, matter or thing is required by this Agreement to be performed or carried out on a certain day and that day is not a business day then that act, matter or thing shall be carried out or performed on the next following business day
- d. Headings are for convenience only and shall not affect the interpretation of a Clause
- e. Where a word or phrase is defined, other parts of speech and grammatical forms of that word or phrase shall have corresponding meanings
- f. Words importing the singular shall include plural and vice versa
- g. Words denoting individual shall include corporations and vice versa
- h. Words denoting any gender shall include all genders

## **CLAUSE 2**

### **PURPOSE**

- 2.1 The purpose of this Agreement is to establish partnership between the Parties for establishing the Skill Training Center for imparting Trade / Job Role specific skills to the Trainees in one or more of the several trades as per the project implemented by the First Party which include illustratively, Service Sector and Manufacturing Sector etc. as per Annexure-I.

## **CLAUSE 3**

### **RESPONSIBILITIES / OBLIGATIONS OF THE PARTIES**

- 3.1 **First Party** shall be responsible for:
  - a. Design and Development of Course-Content as per the National Skills Qualification Framework, and obtaining necessary approvals from NSDC, Sector Skill Councils and other agencies for imparting the training to trainees
  - b. Providing Course Materials, ID Cards and Induction Kit to Participants as per NSDC / PMKVY Guidelines
  - c. Deploying the necessary manpower for Marketing, Sales, Program Management, Finance, and Placements
  - d. Branding the centre as per PMKVY guidelines.

- e. Student mobilization by conducting marketing campaigns, job fairs, career fairs, seminars / workshops, digital campaign etc.
- f. Procuring Equipment's / Tools / Hardware / Furniture / Devices for setting up the course / Job Role. specific labs, other than the computer lab to be provided.
- g. Imparting the Training as per the Sector Skill Council guidelines for respective Job roles
- h. Preparation and managing MIS including student documentation as per NSDC / PMKVY guidelines. Uploading and updating the information as and when required.
- i. Program Management including the candidate feedback management, candidate progress, Internal Assessments, Coordination with NSDC / SSCs for batch approvals, final assessments, certificates etc.,
- j. Facilitating the final assessments for the trainees and issuing certificates to the passed-out trainees.
- k. Candidate Placement Management – interacting with clients, coordination, scheduling interviews, student placements and post placement support etc.
- l. All expenses related to operations like Electricity, premises up-keeping (Housekeeping, Maintenance, and utility consumptions) and Lab Maintenance to be borne by first party.

3.2 **Second Party** shall be responsible for:

- a. Providing the necessary Infrastructure as per the Pradhan Mantri Kaushal Vikas Yojana (PMKVY) guidelines in specified Class Rooms, Lab Rooms with Computers, Common Area, Toilets, Power Backup, UPS power to IT equipment's, access to cafeteria etc., however Course Specific Equipment's / Tools / Hardware / Furniture / Devices shall be provided by the First Party. And the Infrastructure should be provided in the single block in a building / single floor, and willing to provide more Class Rooms and Computer Labs in the event of existing Infrastructure being not sufficient. The second party shall agree to provide requisite class Rooms / Lab for future expansion if any.
- b. Setting up the Office Space in the area provided to the first party including the Reception Area, Visitors area Counselling Cabins, Centre Manager Cabins, Staff Room etc.,
- c. Procuring the Chairs, LCD Projector, White Boards, and other items as necessary for setting up the Smart Class Rooms
- d. All expenses connected with providing the necessary infrastructure should be borne by the second party (Water, Building maintenance, Security etc)
- e. Permitting first party to do branding as per the PMKVY guidelines. Glow Sign

boards, Neon Boards, Direction Boards, Sign Boards, Posters, Banners etc.,

- f. Nominate a single point of contact for managing the day to day operations and coordination

#### **CLAUSE – 4**

##### **FINANCIAL CONSIDERATION**

- 4.1 The Parties mutually agree on the financial terms and conditions laid out in annexure II

#### **CLAUSE – 5**

##### **AUDIT & COMPLAINE**

- 5.1 The First Party shall cooperate with Second Party and provide all assistance to enable the second party to view the facility or conduct inspection of records of the programme conducted in the premises provided by the Second Party for the training.

#### **CLAUSE 6**

##### **INTELLECTUAL PROPERTY RIGHTS & NON-DISCLOSURE:**

- 6.1 The Second Party disclaims any right to or interest in First Party' trademark/s and copyrights relating to the methods, the programs, courseware, operation manuals, information, material and services made available by First Party hereunder and the goodwill derived there from and further agrees not to divulge or disclose information, procedures, technical and other information and programs made available by First Party confidential or proprietary to First Party.

#### **CLAUSE 7**

##### **INDEMINIFICATION**

The Second party shall agree to indemnify first party, for an amount equivalent to the investment made by the first party if the second party terminates this agreement for any reason before the expiry 3 years.

#### **CLAUSE 8**

##### **MODIFICATION**

- 8.1 Both the parties shall mutually agree upon on the changes/modifications and enter into an Addendum in case of any modification in the existing terms of this MoU.
- 8.2 In the event the Second Party is required to withdraw its support for any reason beyond its control, the Second Party shall provide at least 90days prior written notice in that regard to First Party. The Second Party shall continue its activities during the above notice period in such a manner, which shall not prejudicially affect the interest of First Party. Completion of batch (whichever is later). During the notice period, NO FRESH Batch shall be admitted.

**CLAUSE 9**  
**DISPUTE RESOLUTION**

- 9.1 Any and all differences and disputes whatsoever arising between the Parties concerning the interpretation or implementation of this Agreement or in relation to the subject matter contained in this Agreement shall, in the first instance, be resolved mutually between the Parties and in the event of non-resolution, the matter shall be referred to arbitration
- 9.2 It is agreed by both the parties that any difference or dispute in this connection shall be referred to sole Arbitrator to be nominated by both the parties under the Provisions of Arbitration and Conciliation Proceedings Act, 1996 and the Award so given by the Arbitrator will be wholly binding on both the parties and shall not be questioned under any circumstances.
- 9.3 It is also agreed by both the parties that the Courts at Bangalore District alone will have the Jurisdiction.

**CLAUSE 10**  
**COMPALINCE WITH LAWS**

- 10.1 The **Second Party** at all times and at its own expense will
- a. Strictly comply with all Applicable Law, rules, regulations and Governmental orders, now or hereafter in effect, relating to its performance of this Agreement
  - b. Pay all fees and other charges required by Applicable Laws and maintain in full force and effect all licenses, permits, authorization, registration and qualifications from all Governmental departments and agencies to the extent necessary to perform its obligations hereunder.

**CLAUSE 11**  
**FORCE MAJEURE**

- 11.1 The Parties hereto agree that a Force Majeure Event shall mean any unforeseeable act or event that prevents the affected Party from performing its obligations under this Agreement or complying with any conditions required by the other Party under this Agreement and such act or event is beyond the reasonable control and not because of any fault of the affected Party and such Party has been unable to avoid such an act or event by the exercise of prudent foresight and due diligence. Neither Party hereto shall be considered in breach hereof or in default if it fails to perform or observe any or all of the terms of this Agreement resulting directly or indirectly, from Force Majeure Events such as acts of God, Civil or Military authority, acts of Government, acts of Public Enemy, war, riots, explosion, earthquake, flood, storm, lightning strike, etc.

## **CLAUSE 12**

### **VALIDITY**

- 12.1 This Agreement will be valid for a period of 5 years from the date of signing or until it is expressly terminated by either Party on mutually agreed terms, during which period Second Party or First Party, as the case may be, will take effective steps for implementation of this Agreement. Any act on the part of Second Party or First Party, after termination of this Agreement by way of communication, correspondence etc., shall not be construed as an extension of this Agreement

## **CLAUSE 13**

### **TERM AND TERMINATION**

- 13.1 The Agreement shall be valid unless terminated as provided under this clause.
- 13.2 This Agreement cannot be terminated by the parties in the initial period of 3 years (LOCK IN PERIOD).
- 13.3 Termination by First Party: First Party may terminate this Agreement upon 90 calendar days' notice in writing or after occurrence of any of the events specified in paragraphs below:
- a. If the Second Party does not remedy a failure in the performance of its obligations under the Agreement, within 30 days of being notified of such a failure, or within such further period as First Party may have subsequently approved in writing;
  - b. If the Second Party becomes insolvent or bankrupt; or
- 13.4 Termination by Second party: Second Party may terminate this Agreement upon 90 calendar days' notice in writing after occurrence of any of the events specified in paragraphs below:
- a. If First Party fails to pay any monies due to the Second Party pursuant to this Agreement within 60 days after receiving written notice from the Second Party that such payment is overdue; or
- 13.5 The termination of this Agreement shall not prejudice or affect in anyway, the rights and benefits accrued or liabilities and duties imposed on the Parties of this Agreement.
- 13.6 Upon termination, the Second Party shall
- a. Hand over all assets provided by First Party under this Agreement to First Party.

## **CLAUSE 14**

### **RELATIONSHIP BETWEEN THE PARTIES**

- 14.1 It is expressly agreed that **First Party** and **Second Party** are acting under this Agreement as independent contractors, and the relationship established under this Agreement shall not be construed as a partnership. Neither Party is authorized to 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 Agreement 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.

## **CLAUSE 15**

### **NOTICE**

- 15.1 All notices required or permitted by, or made pursuant to, this Agreement shall be in writing and shall be sent by facsimile or by registered, first class airmail, return receipt requested and postage prepaid, to the following addresses:

If to **First Party**:

**Mr. Srinivas Raju**

CEO

M/s UTL Technologies Ltd

No.19/6, Ashokpuram School Road, Industrial Suburb, Yeshwanthpur,

Bangalore – 560 022

Ph: +91 80 23472171 / Fax: +91 80 23572795

If to **Second Party**:

**Mr. B Srikrishna,**

Correspondent,

SRK Institute of Technology,

No 3-44, Enikepadu, Opp Prathap Industries,

Vijayawada – 521108, Andhra Pradesh,

+91 9866409999

All such notices shall be deemed to have been received as follows:

- a. if by facsimile, twenty-four (24) hours after transmission, and
- b. if by registered, first class airmail, upon receipt of acknowledgment of delivery.

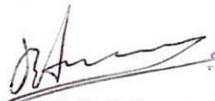
The signature of each Party's duly authorized representative below shall evidence the agreement of such Party that this Agreement accurately summarizes its understanding with respect to the subject matter hereof

Signed for and on behalf of  
**UTL Technologies Limited**

**Mr. Srinivas Raju**  
**CEO**

Witness:

Signed for and on behalf of  
**SRK INSTITUTE OF  
TECHNOLOGY**

  
**Mr. B Srikrishna**  
**Correspondent**

Witness:

## Annexure I

### List of Job Roles with duration

SI No	Job Role	Duration	Category	Rate Per Hour per student In INR	Total Fee per student In INR
1	Field Technician Networking and Storage	400 Hrs	I	40.00	16, 000
2	Field Technician Computing and Peripherals	340 Hrs	I	40.00	13, 600
3	Accounts Executive – Accounts Payable & Receivable	190 Hrs	III	28.80	5, 491

#### Note:

- The above proposed duration of the course and the rate per hour per student is approved as per the PMKVY guidelines, in the event of any changes in the guidelines first party shall intimate the second party on the changes and the revenue share paid to second party shall be revised as per the duration and the training fee.
- The Courses proposed above will be launched during the first six months of operations and first party likely to introduce new courses or discontinue the existing courses based on the local industry requirements. Same shall be communicated to Second party.
- First party can add new courses or modify any of the existing courses depending on the local industry requirements under this program, however the same shall be communicated to second party.

## **Annexure II**

### **Financial Implications:**

#### **1. Revenue share and payment schedule:**

First party agrees to pay 15% (inclusive of all applicable Taxes) of the total training revenue received under this program from NSDC as per payment pattern stipulated by NSDC to second party towards utilizing the infrastructure.) The payments will be made to second party within 7 working days from the date of payments received from NSDC. As per the program guidelines, the payments will be made by NSDC in the following manner for every batch.

#### **NSDC PAMENT PATTERN**

30% of Total Fee - On Commencement of the training batch against validated candidates.

50% of Total Fee - For the number of passed candidates.

20% of Total Fee - Upon achieving 70% Placements

### **Annexure III**

#### **Infra to be provided by Second Party**

1. 3 Class Rooms with projector and 30 seater capacity.
2. 3 separate rooms for setting up of Sector Specific Lab
3. Common IT Lab with 30 computers and Power backup for minimum 3 hrs
4. 1000+ Sq Ft Space for office and staff area with necessary infra and computers for 6 – 8 staff members.
5. Separate rest rooms for Males and Females
6. Canteen facility
7. CCTV cameras in all the class rooms, Labs, staff room and corridors.
8. A/C at Staff room.

Hostel facility to candidates on a payment basis based on the availability.

## MEMORANDUM OF UNDERSTANDING

This **Memorandum of Understanding** (hereinafter called as the 'MOU') is entered into on this the Fifteenth April Two Thousand and Seventeen (**15 / 04 / 2017**), by and between

**UTL Technologies Limited**, a UTL Group Company, a company incorporated under the laws of India and having its office at No.19/6, Ashokapuram School Road, Industrial Suburb, Yeshwanthpur, Bangalore – 560 022 and represented herein by its Divisional Head, Mr. Srinivasa Raju, (hereinafter referred to as “**UTL**”)

**AND**

**SRK Institute of Technology**, sponsored by SRK Foundation a non-profit organization registered under Educational Society under the Act of 2001 (Reg. No.:276 dated 15/02/2017) having its principal office at 3-44, Enikepadu, Vijayawada - 521108, Andhra Pradesh, represented herein by its Correspondent Mr. Srikrishna, (hereinafter referred as “**SRK**”)

(UTL and SRK are hereinafter jointly referred to as ‘Parties’ and individually as ‘Party’)

### **WHEREAS:**

- A) **UTL** is engaged in Education, Skill Development and R&D Services in the fields of Telecom, Networking, Embedded Systems, VLSI, IT and related fields
- B) **UTL Technologies** is promoted by **UTL Group**, Bangalore based 3-decade old ICT Solutions Company. **UTL Group** started with an initial focus on telecom Products & Solutions and moved on to Telecom Services in the form of Cellular Services Company. Simultaneously **UTL** moved into e-Governance services. **UTL** has today built the e-governance infrastructure in six states /provinces in INDIA
- C) **UTL’s Associates and Partners** include Ministry of External Affairs, Govt. of India, Visvesvaraya Technological University (VTU), Telecom Sector Skill Council of India (TSSCI), Electronics Sector Skill Council of India (ESSCI), ZTE Corporation China, IL&FS Skills.
- D) **SRK** is a reputed University
- E) **SRK & UTL** 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.
- F) Both Parties, being legal entities in themselves desire to sign this MOU for advancing their mutual interests.

**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 Chennai. 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 UTL and SRK co-operation will relate effective utilization of the intellectual capabilities of the faculty of SRK providing significant inputs to them in developing suitable teaching / training systems, keeping in mind the needs of the industry.
- 1.3 The general terms for co-operation shall be represented 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 / engineers 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:** Frist Party can give valuable inputs to the SRK, suitably customize the curriculum and in teaching / training methodology, so that the students fit into the industrial scenario meaningfully.
- 2.3 **Industrial Training & Visits:** Industry and Institution interaction will give an insight in to the latest developments / requirements of the industries; UTL to permit the Faculty and Students of SRK to visit its group companies and also involve in Industrial Training Programs at Bangalore. 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.
- 2.4 **Research and Development:** Both Parties have agreed to carry out the joint research activities in the fields of Electronics and Communications

- 2.5 **Skill Development Programs:** UTL to train the students of SRK on the emerging technologies in order to bridge the skill gap and make them industry ready
- 2.6 **Guest Lectures:** UTL to extend the necessary support to deliver guest lectures to the students of the SRK on the technology trends
- 2.7 **Faculty Development Programs:** UTL to train the Faculties of SRK
- 2.8 Both Parties to obtain all internal approvals, consents, permissions, and licenses of whatsoever nature required for offering the Programmes on the terms specified herein
- 2.9 Financial considerations can be decided at the time of issuing work orders

**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 **Training Partner** or **UTL**, as the case may be, will take effective steps for implementation of this MOU. Any act on the part of **Training Partner** or **UTL**, 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 **UTL** and **SRK** 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.

**AGREED:**

For UTL Technologies Ltd

For SRK Institute of Technology.

  
\_\_\_\_\_  
Authorized Signatory

\_\_\_\_\_  
Authorized Signatory

<b>UTL Technologies Ltd</b>	<b>SRK Institute of Technology</b>
No.19/6, Ashokapuram School Road,	No 3-44, Enikepadu
Industrial Suburb, Yeshwanthpur	Vijayawada
Bangalore	Andhra Pradesh, INDIA - 521108
Karnataka, INDIA – 560 022	
Phone: +91 80 23472171	Phone: 9866409999
Website: <a href="http://www.utltraining.com">www.utltraining.com</a>	Website: <a href="http://www.srkit.in">www.srkit.in</a>
Email – <a href="mailto:srinivasraju@utltraining.com">srinivasraju@utltraining.com</a>	Email -

Witness1:

Witness2:

SRK Institute of Technology 2017.18 Audit

ENIKEPADU  
VIJAYAWADA

Utl Technologies  
Ledger Account

1-Apr-2017 to 31-Mar-2018

Date	Particulars	Vch Type	Vch No.	Debit	Page 1 Credit
23-6-2017	Cr Syndicate Bank(College-392)	Payment	1259	1,49,040.00	
27-6-2017	Dr Technical Training	Journal	183		1,49,040.00
15-12-2017	Cr Syndicate Bank(College-392)	Payment	3742	1,16,640.00	
	Dr Technical Training	Journal	409		1,16,640.00
19-3-2018	Cr Syndicate Bank(College-392)	Payment	4954	73,278.00	
	Dr Technical Training	Journal	547		73,278.00
				<b>3,38,958.00</b>	<b>3,38,958.00</b>

All the above information is reflected in the Audit statements.  
Above statement is true & correct as per best of my knowledge.



For SPKR & ASSOCIATES  
CHARTERED ACCOUNTANTS

*R. Reddy*

PARTNER.  
FRN: 014518S MNO: 220807

*[Signature]*

PRINCIPAL  
SRK Institute of Technology  
ENIKEPADU, VIJAYAWADA-521 108

**SRK Institute of Technology From 1.4.2018**

ENIKEPADU  
VIJAYAWADA

**Utl Technologies**  
Ledger Account

1-Apr-2018 to 31-Mar-2019

Date	Particulars	Vch Type	Vch No.	Debit	Page 1 Credit
30-6-2018	Dr Technical Training	Journal	114		
3-7-2018	Cr SBI Schlorship Acc 12342	Payment	1158	76,464.00	76,464.00
				<b>76,464.00</b>	<b>76,464.00</b>

All the above statement is reflected in the Audit statements.  
Above statement is true & correct as per best of my knowledge.



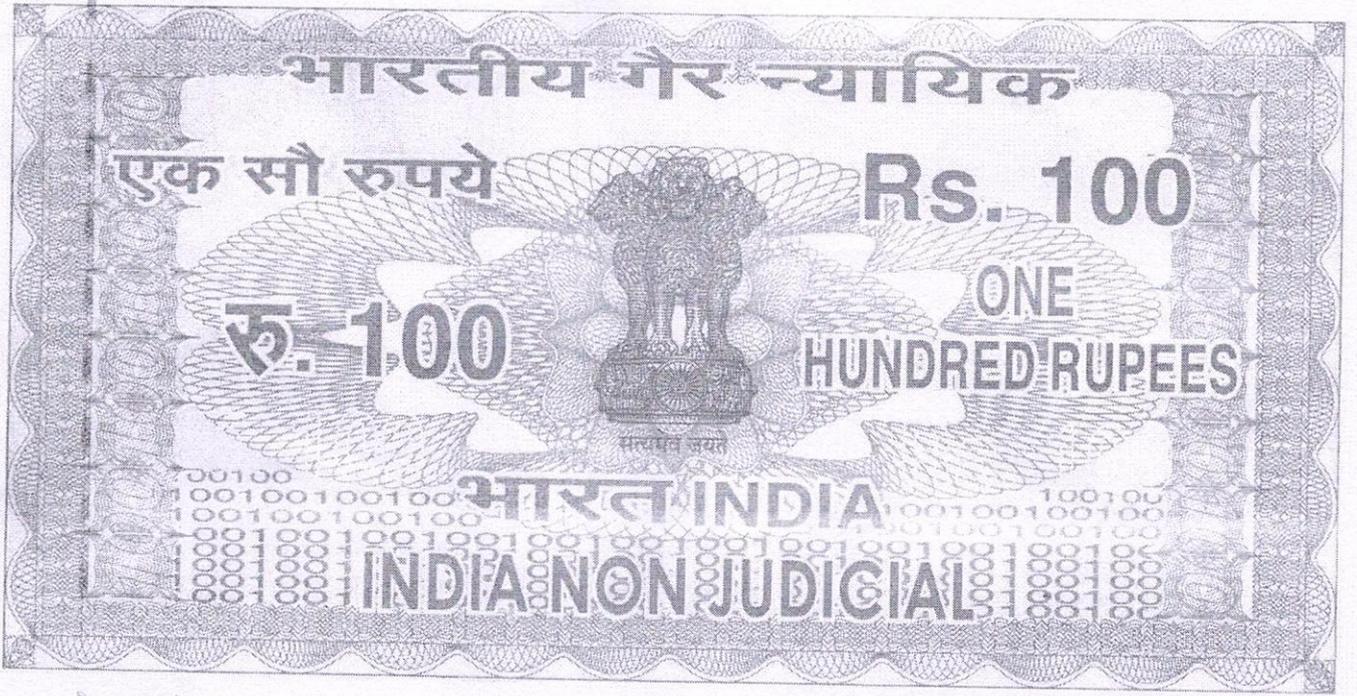
For SPKR & ASSOCIATES  
CHARTERED ACCOUNTANTS

*R. Padma*

PARTNER.  
FRN: 014518S MNO: 220807

*[Signature]*

PRINCIPAL  
SRK Institute of Technology  
ENIKEPADU, VIJAYAWADA-521 108



Serial No: 7124

Purchased By :

K.ASHOK

S/O.K.RAMADAS

VIJAYAWADA

ఆంధ్ర ప్రదేశ్ ఆంధ్ర ప్రదేశ్ ANDHRA PRADESH

Denomination: 100

Date 30-11-2017

For :

SRK FOUNDATION

ENIKEPADU

Stamp S. no

B7 259402

Sub Registrar

Ex. Offico Stamp Vendor

SRO Patamata

**AGREEMENT BETWEEN**

**ANDHRA PRADESH STATE SKILL DEVELOPMENT CORPORATION**

**VIJAYAWADA**

**AND**

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

**Andhra Pradesh 521108**

The Agreement is executed on this 4<sup>th</sup> day of April 2018 (Effective Date) by and between, Andhra Pradesh State Skill Development Corporation having its office at 2<sup>nd</sup> Floor, NTR Administrative Block, PN Bus Station, Vijayawada - 520 013 hereinafter called the "APSSDC" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successors and assigns) represented by the MD&CEO of the first part; And SRK Institute of Technology having its office at Eluru Road, NH 5, Opposite Pratap Industries, Enikepadu, Vijayawada, Andhra Pradesh 521108, Krishnaherein 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

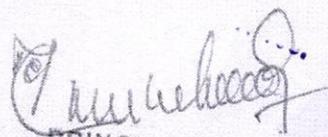
- Select reputed academic/Industrial Training Institutions through a stipulated procedure.
- Provide a platform for registration of trainees online and mapping of institutions and students
- Provide equipment with latest technology to fill up the gap required to suit the skill development training requirements –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:

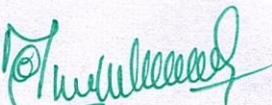
- At least 50% of intake capacity to students of other colleges with residential facilities (100 boys & 50 girls at nominal cost) i.e., food & accommodation.
- Food and accommodation for 5 mentors (boy / girl) deputed by APSSDC to the college to coordinate and execute the APSSDC programs without any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

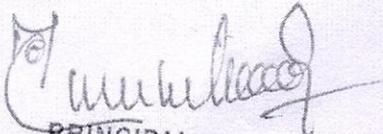
##### Clubs:

- Department wise clubs are to be initiated and competitions are to 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

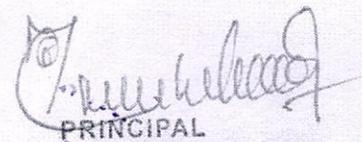
Each Party may disclose Confidential Information:

- 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.

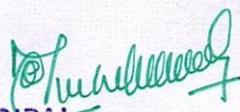
## 12. SEVERABILITY

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.

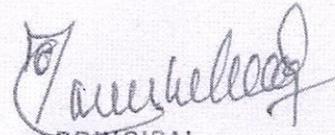
## 13. NOTICE

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  
2<sup>nd</sup> 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**

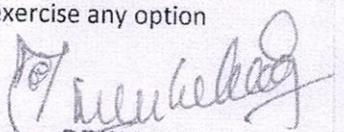
Nothing herein shall be construed to neither constitute a partnership between the parties hereto nor to authorize the SRK Institute of Technology save and except as provided herein or with the APSSDC's prior consent in writing, for making any representation.

#### **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

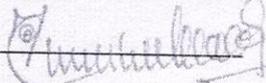
Signature: \_\_\_\_\_

Designation: Managing Director & Chief Executive Officer

**SRK INSTITUTE OF TECHNOLOGY**

**ENIKEPADU, VIJAYAWADA, 521108.**

Name: Dr. M. Ekamabararam Naidu

Signature: 

Designation: PRINCIPAL

Witness

Name: Dr. D. Haritha

Signature: 

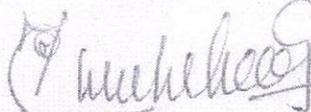
Designation: Professor in CSE Dept

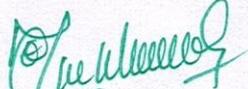
Name : \_\_\_\_\_

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

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

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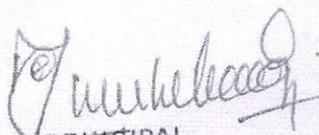
  
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Laptop Make and Model: Acer TMP 249-G2-M	
Technical Specification Inspection	
Processor	Intel Core i5-7200U Processor @ 2.5 GHz(Turbo Boost Upto 3.1 Ghz), 3MB Cache, 2-cores
Memory	16 GB DDR4 Memory, 2133 MHz
Internal Storage	500 GB SATA
Wireless Connectivity	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

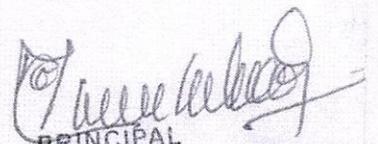
Details of course wise fee: **Workshops**

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 /-



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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)
			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		

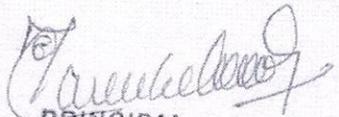
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20			iv) Software Development Engineer		21,000	
28	Civil/ Mechanical	Autodesk Certiport, Inc.	i) AutoCAD Professional	1 Week Worksh op & 2 hour practic e for 14 days	2,415	1,000 With Training
			ii) Revit Architecture Professional			
			iii) Revit 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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**SRK Institute of Technology 2017.18 Audit**

ENIKEPADU  
VIJAYAWADA

**Apsdc**  
Ledger Account

1-Apr-2017 to 31-Mar-2018

Date	Particulars	Vch Type	Vch No.	Debit	Page 1 Credit
20-9-2017	Dr Technical Training	Journal	319		
22-9-2017	Cr Syndicate Bank(College-392)	Payment	2644	11,250.00	11,250.00
26-9-2017	Dr Technical Training	Journal	330		
	Cr Syndicate Bank(College-392)	Payment	2721	82,080.00	82,080.00
28-12-2017	Cr SBI Schlorship Acc 12342	Payment	3898	12,375.00	
	Dr Technical Training	Journal	414		12,375.00
31-1-2018	Dr Technical Training	Journal	473		9,450.00
1-2-2018	Cr Syndicate Bank(College-392)	Payment	4345	9,450.00	
19-2-2018	Dr Technical Training	Journal	504		4,320.00
20-2-2018	Cr Syndicate Bank(College-392)	Payment	4616	4,320.00	
22-2-2018	Cr Syndicate Bank(College-392)	Payment	4652	8,640.00	
	Dr Technical Training	Journal	510		8,640.00
1-3-2018	Dr Technical Training	Journal	523		27,900.00
3-3-2018	Cr Syndicate Bank(College-392)	Payment	4750	27,900.00	
				<b>1,56,015.00</b>	<b>1,56,015.00</b>

12MCA003

All the above information is reflected in the Audit statements.  
Above statement is true & correct as per best of my knowledge.



For SPKR & ASSOCIATES  
CHARTERED ACCOUNTANTS

*R. Reddy*  
PARTNER.

FRN: 014518S MNO: 220807

*[Handwritten Signature]*

PRINCIPAL  
SRK Institute of Technology  
ENIKEPADU, VIJAYAWADA-521 108



सत्यमेव जयते

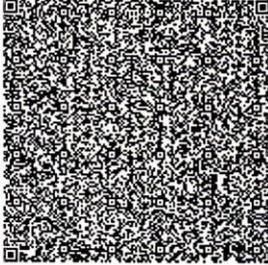
**INDIA NON JUDICIAL**  
**Government of Karnataka**

**e-Stamp**

Certificate No. : IN-KA17648685515557P  
Certificate Issued Date : 13-Apr-2017 02:49 PM  
Account Reference : NONACC (FI)/ kacrsfl08/ MAHALAKSHMI/ KA-BA  
Unique Doc. Reference : SUBIN-KAKACRSFL0883890955426441P  
Purchased by : UTL TECHNOLOGIES LIMITED  
Description of Document : Article 12 Bond  
Description : MOU  
Consideration Price (Rs.) : 0  
(Zero)  
First Party : UTL TECHNOLOGIES LIMITED  
Second Party : SRK INSTITUTE OF TECHNOLOGY  
Stamp Duty Paid By : UTL TECHNOLOGIES LIMITED  
Stamp Duty Amount(Rs.) : 100  
(One Hundred only)

For AISHWARYA MAHILA MULTI-PURPOSE  
CO-OPERATIVE SOCIETY LTD.

B. T. S.  
Authorised Signatory



-----Please write or type below this line-----

**Memorandum of Understanding**

This **Memorandum of Understanding** (hereinafter called as the MoU) is entered into this day the Fifteenth April Two Thousand Seventeen (15 - 04 - 2017) at Bangalore by and between

**Statutory Alert:**

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

**UTL Technologies Limited**, a UTL Group Company, incorporated under the laws of India and having its office at No.19/6, Ashokpuram School Road, Industrial Suburb, Yeshwanthpur, Bangalore – 560 022 and represented herein by its CEO, **Mr. J Srinivasa Raju**, (hereinafter referred to as "**First Party**")

**AND**

**SRK INSTITUTE OF TECHNOLOGY**, sponsored by **SRK Foundation** a non-profit organization registered under **EDUCATIONAL SOCIETY** under the **ACT of 2001 (Reg. No.: 276 dated 15/02/2007)** and having its registered office at 3-44 ENIKEPADU, VIJAYAWADA – 521108, ANDHRA PRADESH INDIA and represented herein by its CORRESPONDENT, **B. SRIKRISHNA** (hereafter referred to as "**Second Party**")

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

**WHEREAS:**

- a. First Party has been engaged in Education, Training, Research, and Skill Development Activities
- b. The First Party has undertaken a project to establish Model Skill Training Centers in association with Nation Skill Development Corporation for providing vocational / employable skills training to youth from various sections of society, for obtaining jobs in the industrial / service sector.
- c. The First Party with the objective of establishing a network of training centers in the arena of skill development to attain the sustainable development, by offering Training Programs in association with the Govt. / Industry through a number of training centers by leveraging existing infrastructure/ facilities and by partnering with Institutions / Agencies that have suitable infrastructure for conducting such Training Programme.
- d. The Second Party is interested to partner with the First Party in the initiative of Skill Development Programme by way of providing Infrastructure and other Facilitating Support, and has confirmed its acceptance to enter into this Agreement with the First Party
- e. The Second Party understands that the training will be provided to various categories of unemployed youth of the country and it has no objection to permit them/ allowing them to attend the Skill Development Programme.
- f. The Parties desire to structure a relationship and enter into this Agreement so as to offer various Skill Development Training Programs, for which both the Parties shall deploy their core competencies.

**NOW THEREFORE IT IS HEREBY AGREED BETWEEN THE PARTIES AS FOLLOWS:**

**CLAUSE 1**

**DEFINITIONS AND INTERPRETATION**

1.1 In this Agreement, in addition to the words and expressions above, unless there is something in the subject or context inconsistent therewith, the following expressions shall have the following meanings.

- a. **Agreement** means this Agreement together with any amendments or modifications hereto attached provided that such amendments and modifications have been executed in accordance with the procedures specified in this Agreement
- b. **Applicable Law** means the various statutes, delegated legislation (rules, regulations, orders, bye-laws), notifications, binding orders of Governmental Authorities, as and to the extent the same is applicable to the Parties and the substratum of this agreement
- c. **Industry** means the industrial sector and / or services sector, including organized as well as unorganized businesses
- d. **Infrastructure** means premises provided by the Second Party as detailed in Annexure III of this Agreement for conducting Training Programme
- e. **Training Content** means an instructional material used by the Trainers for training beneficiaries under. this Agreement to be provided by the first party.
- f. **Other Facilitating Support** means arranging community sensitization, industry engagement, providing machinery, equipment's, lab etc. by the Second Party as required under the Training Programme
- g. **Person** means and includes any company, association of persons, body of individuals, whether incorporated or not
- h. **Successful Completion by a Trainee** means the Trainee has attended the Training Programme as per the norms set by First Party, passed all the qualifying tests and has been assessed successful by the assessing agency / Person appointed by First Party for this purpose.
- i. **Training Programme** means a programme, organized by the First party to train Trainees in accordance with the terms of this Agreement.
- j. **Trainees** means individuals who are eligible and are willing to undertake the Training Programme as per the criterion laid down by the First Party.

1.2 **INTERPRETATION**

This Agreement will be interpreted, based on the following principles:

- a. All interpretation shall secure and implement the primary object of this Agreement set out in Clause 2
- b. This Agreement reflects the complete understanding as on the date of its execution amongst the Parties for the Services to be rendered by the Second Party and First Party.
- c. Where any act, matter or thing is required by this Agreement to be performed or carried out on a certain day and that day is not a business day then that act, matter or thing shall be carried out or performed on the next following business day
- d. Headings are for convenience only and shall not affect the interpretation of a Clause
- e. Where a word or phrase is defined, other parts of speech and grammatical forms of that word or phrase shall have corresponding meanings
- f. Words importing the singular shall include plural and vice versa
- g. Words denoting individual shall include corporations and vice versa
- h. Words denoting any gender shall include all genders

## **CLAUSE 2**

### **PURPOSE**

- 2.1 The purpose of this Agreement is to establish partnership between the Parties for establishing the Skill Training Center for imparting Trade / Job Role specific skills to the Trainees in one or more of the several trades as per the project implemented by the First Party which include illustratively, Service Sector and Manufacturing Sector etc. as per Annexure-I.

## **CLAUSE 3**

### **RESPONSIBILITIES / OBLIGATIONS OF THE PARTIES**

- 3.1 **First Party** shall be responsible for:
  - a. Design and Development of Course-Content as per the National Skills Qualification Framework, and obtaining necessary approvals from NSDC, Sector Skill Councils and other agencies for imparting the training to trainees
  - b. Providing Course Materials, ID Cards and Induction Kit to Participants as per NSDC / PMKVY Guidelines
  - c. Deploying the necessary manpower for Marketing, Sales, Program Management, Finance, and Placements
  - d. Branding the centre as per PMKVY guidelines.

- e. Student mobilization by conducting marketing campaigns, job fairs, career fairs, seminars / workshops, digital campaign etc.
- f. Procuring Equipment's / Tools / Hardware / Furniture / Devices for setting up the course / Job Role. specific labs, other than the computer lab to be provided.
- g. Imparting the Training as per the Sector Skill Council guidelines for respective Job roles
- h. Preparation and managing MIS including student documentation as per NSDC / PMKVY guidelines. Uploading and updating the information as and when required.
- i. Program Management including the candidate feedback management, candidate progress, Internal Assessments, Coordination with NSDC / SSCs for batch approvals, final assessments, certificates etc.,
- j. Facilitating the final assessments for the trainees and issuing certificates to the passed-out trainees.
- k. Candidate Placement Management – interacting with clients, coordination, scheduling interviews, student placements and post placement support etc.
- l. All expenses related to operations like Electricity, premises up-keeping (Housekeeping, Maintenance, and utility consumptions) and Lab Maintenance to be borne by first party.

3.2 **Second Party** shall be responsible for:

- a. Providing the necessary Infrastructure as per the Pradhan Mantri Kaushal Vikas Yojana (PMKVY) guidelines in specified Class Rooms, Lab Rooms with Computers, Common Area, Toilets, Power Backup, UPS power to IT equipment's, access to cafeteria etc., however Course Specific Equipment's / Tools / Hardware / Furniture / Devices shall be provided by the First Party. And the Infrastructure should be provided in the single block in a building / single floor, and willing to provide more Class Rooms and Computer Labs in the event of existing Infrastructure being not sufficient. The second party shall agree to provide requisite class Rooms / Lab for future expansion if any.
- b. Setting up the Office Space in the area provided to the first party including the Reception Area, Visitors area Counselling Cabins, Centre Manager Cabins, Staff Room etc.,
- c. Procuring the Chairs, LCD Projector, White Boards, and other items as necessary for setting up the Smart Class Rooms
- d. All expenses connected with providing the necessary infrastructure should be borne by the second party (Water, Building maintenance, Security etc)
- e. Permitting first party to do branding as per the PMKVY guidelines. Glow Sign

boards, Neon Boards, Direction Boards, Sign Boards, Posters, Banners etc.,

- f. Nominate a single point of contact for managing the day to day operations and coordination

#### **CLAUSE – 4**

##### **FINANCIAL CONSIDERATION**

- 4.1 The Parties mutually agree on the financial terms and conditions laid out in annexure II

#### **CLAUSE – 5**

##### **AUDIT & COMPLAINEE**

- 5.1 The First Party shall cooperate with Second Party and provide all assistance to enable the second party to view the facility or conduct inspection of records of the programme conducted in the premises provided by the Second Party for the training.

#### **CLAUSE 6**

##### **INTELLECTUAL PROPERTY RIGHTS & NON-DISCLOSURE:**

- 6.1 The Second Party disclaims any right to or interest in First Party' trademark/s and copyrights relating to the methods, the programs, courseware, operation manuals, information, material and services made available by First Party hereunder and the goodwill derived there from and further agrees not to divulge or disclose information, procedures, technical and other information and programs made available by First Party confidential or proprietary to First Party.

#### **CLAUSE 7**

##### **INDEMINIFICATION**

The Second party shall agree to indemnify first party, for an amount equivalent to the investment made by the first party if the second party terminates this agreement for any reason before the expiry 3 years.

#### **CLAUSE 8**

##### **MODIFICATION**

- 8.1 Both the parties shall mutually agree upon on the changes/modifications and enter into an Addendum in case of any modification in the existing terms of this MoU.
- 8.2 In the event the Second Party is required to withdraw its support for any reason beyond its control, the Second Party shall provide at least 90days prior written notice in that regard to First Party. The Second Party shall continue its activities during the above notice period in such a manner, which shall not prejudicially affect the interest of First Party. Completion of batch (whichever is later). During the notice period, NO FRESH Batch shall be admitted.

**CLAUSE 9**  
**DISPUTE RESOLUTION**

- 9.1 Any and all differences and disputes whatsoever arising between the Parties concerning the interpretation or implementation of this Agreement or in relation to the subject matter contained in this Agreement shall, in the first instance, be resolved mutually between the Parties and in the event of non-resolution, the matter shall be referred to arbitration
- 9.2 It is agreed by both the parties that any difference or dispute in this connection shall be referred to sole Arbitrator to be nominated by both the parties under the Provisions of Arbitration and Conciliation Proceedings Act, 1996 and the Award so given by the Arbitrator will be wholly binding on both the parties and shall not be questioned under any circumstances.
- 9.3 It is also agreed by both the parties that the Courts at Bangalore District alone will have the Jurisdiction.

**CLAUSE 10**  
**COMPALINCE WITH LAWS**

- 10.1 The **Second Party** at all times and at its own expense will
- a. Strictly comply with all Applicable Law, rules, regulations and Governmental orders, now or hereafter in effect, relating to its performance of this Agreement
  - b. Pay all fees and other charges required by Applicable Laws and maintain in full force and effect all licenses, permits, authorization, registration and qualifications from all Governmental departments and agencies to the extent necessary to perform its obligations hereunder.

**CLAUSE 11**  
**FORCE MAJEURE**

- 11.1 The Parties hereto agree that a Force Majeure Event shall mean any unforeseeable act or event that prevents the affected Party from performing its obligations under this Agreement or complying with any conditions required by the other Party under this Agreement and such act or event is beyond the reasonable control and not because of any fault of the affected Party and such Party has been unable to avoid such an act or event by the exercise of prudent foresight and due diligence. Neither Party hereto shall be considered in breach hereof or in default if it fails to perform or observe any or all of the terms of this Agreement resulting directly or indirectly, from Force Majeure Events such as acts of God, Civil or Military authority, acts of Government, acts of Public Enemy, war, riots, explosion, earthquake, flood, storm, lightning strike, etc.

## **CLAUSE 12**

### **VALIDITY**

- 12.1 This Agreement will be valid for a period of 5 years from the date of signing or until it is expressly terminated by either Party on mutually agreed terms, during which period Second Party or First Party, as the case may be, will take effective steps for implementation of this Agreement. Any act on the part of Second Party or First Party, after termination of this Agreement by way of communication, correspondence etc., shall not be construed as an extension of this Agreement

## **CLAUSE 13**

### **TERM AND TERMINATION**

- 13.1 The Agreement shall be valid unless terminated as provided under this clause.
- 13.2 This Agreement cannot be terminated by the parties in the initial period of 3 years (LOCK IN PERIOD).
- 13.3 Termination by First Party: First Party may terminate this Agreement upon 90 calendar days' notice in writing or after occurrence of any of the events specified in paragraphs below:
- a. If the Second Party does not remedy a failure in the performance of its obligations under the Agreement, within 30 days of being notified of such a failure, or within such further period as First Party may have subsequently approved in writing;
  - b. If the Second Party becomes insolvent or bankrupt; or
- 13.4 Termination by Second party: Second Party may terminate this Agreement upon 90 calendar days' notice in writing after occurrence of any of the events specified in paragraphs below:
- a. If First Party fails to pay any monies due to the Second Party pursuant to this Agreement within 60 days after receiving written notice from the Second Party that such payment is overdue; or
- 13.5 The termination of this Agreement shall not prejudice or affect in anyway, the rights and benefits accrued or liabilities and duties imposed on the Parties of this Agreement.
- 13.6 Upon termination, the Second Party shall
- a. Hand over all assets provided by First Party under this Agreement to First Party.

## **CLAUSE 14**

### **RELATIONSHIP BETWEEN THE PARTIES**

- 14.1 It is expressly agreed that **First Party** and **Second Party** are acting under this Agreement as independent contractors, and the relationship established under this Agreement shall not be construed as a partnership. Neither Party is authorized to 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 Agreement 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.

## **CLAUSE 15**

### **NOTICE**

- 15.1 All notices required or permitted by, or made pursuant to, this Agreement shall be in writing and shall be sent by facsimile or by registered, first class airmail, return receipt requested and postage prepaid, to the following addresses:

If to **First Party**:

**Mr. Srinivas Raju**

CEO

M/s UTL Technologies Ltd

No.19/6, Ashokpuram School Road, Industrial Suburb, Yeshwanthpur,

Bangalore – 560 022

Ph: +91 80 23472171 / Fax: +91 80 23572795

If to **Second Party**:

**Mr. B Srikrishna,**

Correspondent,

SRK Institute of Technology,

No 3-44, Enikepadu, Opp Prathap Industries,

Vijayawada – 521108, Andhra Pradesh,

+91 9866409999

All such notices shall be deemed to have been received as follows:

- a. if by facsimile, twenty-four (24) hours after transmission, and
- b. if by registered, first class airmail, upon receipt of acknowledgment of delivery.

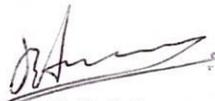
The signature of each Party's duly authorized representative below shall evidence the agreement of such Party that this Agreement accurately summarizes its understanding with respect to the subject matter hereof

Signed for and on behalf of  
**UTL Technologies Limited**

**Mr. Srinivas Raju**  
**CEO**

Witness:

Signed for and on behalf of  
**SRK INSTITUTE OF  
TECHNOLOGY**

  
**Mr. B Srikrishna**  
**Correspondent**

Witness:

## Annexure I

### List of Job Roles with duration

SI No	Job Role	Duration	Category	Rate Per Hour per student In INR	Total Fee per student In INR
1	Field Technician Networking and Storage	400 Hrs	I	40.00	16, 000
2	Field Technician Computing and Peripherals	340 Hrs	I	40.00	13, 600
3	Accounts Executive – Accounts Payable & Receivable	190 Hrs	III	28.80	5, 491

#### Note:

- The above proposed duration of the course and the rate per hour per student is approved as per the PMKVY guidelines, in the event of any changes in the guidelines first party shall intimate the second party on the changes and the revenue share paid to second party shall be revised as per the duration and the training fee.
- The Courses proposed above will be launched during the first six months of operations and first party likely to introduce new courses or discontinue the existing courses based on the local industry requirements. Same shall be communicated to Second party.
- First party can add new courses or modify any of the existing courses depending on the local industry requirements under this program, however the same shall be communicated to second party.

## **Annexure II**

### **Financial Implications:**

#### **1. Revenue share and payment schedule:**

First party agrees to pay 15% (inclusive of all applicable Taxes) of the total training revenue received under this program from NSDC as per payment pattern stipulated by NSDC to second party towards utilizing the infrastructure.) The payments will be made to second party within 7 working days from the date of payments received from NSDC. As per the program guidelines, the payments will be made by NSDC in the following manner for every batch.

#### **NSDC PAMENT PATTERN**

30% of Total Fee - On Commencement of the training batch against validated candidates.

50% of Total Fee - For the number of passed candidates.

20% of Total Fee - Upon achieving 70% Placements

### **Annexure III**

#### **Infra to be provided by Second Party**

1. 3 Class Rooms with projector and 30 seater capacity.
2. 3 separate rooms for setting up of Sector Specific Lab
3. Common IT Lab with 30 computers and Power backup for minimum 3 hrs
4. 1000+ Sq Ft Space for office and staff area with necessary infra and computers for 6 – 8 staff members.
5. Separate rest rooms for Males and Females
6. Canteen facility
7. CCTV cameras in all the class rooms, Labs, staff room and corridors.
8. A/C at Staff room.

Hostel facility to candidates on a payment basis based on the availability.

## MEMORANDUM OF UNDERSTANDING

This **Memorandum of Understanding** (hereinafter called as the 'MOU') is entered into on this the Fifteenth April Two Thousand and Seventeen (**15 / 04 / 2017**), by and between

**UTL Technologies Limited**, a UTL Group Company, a company incorporated under the laws of India and having its office at No.19/6, Ashokapuram School Road, Industrial Suburb, Yeshwanthpur, Bangalore – 560 022 and represented herein by its Divisional Head, Mr. Srinivasa Raju, (hereinafter referred to as “**UTL**”)

**AND**

**SRK Institute of Technology**, sponsored by SRK Foundation a non-profit organization registered under Educational Society under the Act of 2001 (Reg. No.:276 dated 15/02/2017) having its principal office at 3-44, Enikepadu, Vijayawada - 521108, Andhra Pradesh, represented herein by its Correspondent Mr. Srikrishna, (hereinafter referred as ‘**SRK**’)

(UTL and SRK are hereinafter jointly referred to as ‘Parties’ and individually as ‘Party’)

### **WHEREAS:**

- A) **UTL** is engaged in Education, Skill Development and R&D Services in the fields of Telecom, Networking, Embedded Systems, VLSI, IT and related fields
- B) UTL Technologies is promoted by UTL Group, Bangalore based 3-decade old ICT Solutions Company. UTL Group started with an initial focus on telecom Products & Solutions and moved on to Telecom Services in the form of Cellular Services Company. Simultaneously UTL moved into e-Governance services. UTL has today built the e-governance infrastructure in six states /provinces in INDIA
- C) UTL’s Associates and Partners include Ministry of External Affairs, Govt. of India, Visvesvaraya Technological University (VTU), Telecom Sector Skill Council of India (TSSCI), Electronics Sector Skill Council of India (ESSCI), ZTE Corporation China, IL&FS Skills.
- D) SRK is a reputed University
- E) SRK & UTL 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.
- F) Both Parties, being legal entities in themselves desire to sign this MOU for advancing their mutual interests.

**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 Chennai. 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 UTL and SRK co-operation will relate effective utilization of the intellectual capabilities of the faculty of SRK providing significant inputs to them in developing suitable teaching / training systems, keeping in mind the needs of the industry.
- 1.3 The general terms for co-operation shall be represented 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 / engineers 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:** First Party can give valuable inputs to the SRK, suitably customize the curriculum and in teaching / training methodology, so that the students fit into the industrial scenario meaningfully.
- 2.3 **Industrial Training & Visits:** Industry and Institution interaction will give an insight in to the latest developments / requirements of the industries; UTL to permit the Faculty and Students of SRK to visit its group companies and also involve in Industrial Training Programs at Bangalore. 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.
- 2.4 **Research and Development:** Both Parties have agreed to carry out the joint research activities in the fields of Electronics and Communications

- 2.5 **Skill Development Programs:** UTL to train the students of SRK on the emerging technologies in order to bridge the skill gap and make them industry ready
- 2.6 **Guest Lectures:** UTL to extend the necessary support to deliver guest lectures to the students of the SRK on the technology trends
- 2.7 **Faculty Development Programs:** UTL to train the Faculties of SRK
- 2.8 Both Parties to obtain all internal approvals, consents, permissions, and licenses of whatsoever nature required for offering the Programmes on the terms specified herein
- 2.9 Financial considerations can be decided at the time of issuing work orders

**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 **Training Partner** or **UTL**, as the case may be, will take effective steps for implementation of this MOU. Any act on the part of **Training Partner** or **UTL**, 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 **UTL** and **SRK** 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.

**AGREED:**

For UTL Technologies Ltd

For SRK Institute of Technology.

  
\_\_\_\_\_  
Authorized Signatory

\_\_\_\_\_  
Authorized Signatory

<b>UTL Technologies Ltd</b>	<b>SRK Institute of Technology</b>
No.19/6, Ashokapuram School Road,	No 3-44, Enikepadu
Industrial Suburb, Yeshwanthpur	Vijayawada
Bangalore	Andhra Pradesh, INDIA - 521108
Karnataka, INDIA – 560 022	
Phone: +91 80 23472171	Phone: 9866409999
Website: <a href="http://www.utltraining.com">www.utltraining.com</a>	Website: <a href="http://www.srkit.in">www.srkit.in</a>
Email – <a href="mailto:srinivasraju@utltraining.com">srinivasraju@utltraining.com</a>	Email -

Witness1:

Witness2:

SRK Institute of Technology 2017.18 Audit

ENIKEPADU  
VIJAYAWADA

Utl Technologies  
Ledger Account

1-Apr-2017 to 31-Mar-2018

Date	Particulars	Vch Type	Vch No.	Debit	Page 1 Credit
23-6-2017	Cr Syndicate Bank(College-392)	Payment	1259	1,49,040.00	
27-6-2017	Dr Technical Training	Journal	183		1,49,040.00
15-12-2017	Cr Syndicate Bank(College-392)	Payment	3742	1,16,640.00	
	Dr Technical Training	Journal	409		1,16,640.00
19-3-2018	Cr Syndicate Bank(College-392)	Payment	4954	73,278.00	
	Dr Technical Training	Journal	547		73,278.00
				<b>3,38,958.00</b>	<b>3,38,958.00</b>

All the above information is reflected in the Audit statements.  
Above statement is true & correct as per best of my knowledge.



For SPKR & ASSOCIATES  
CHARTERED ACCOUNTANTS

*R. Rajagopal*

PARTNER.  
FRN: 014518S MNO: 220807

*[Handwritten Signature]*

PRINCIPAL  
SRK Institute of Technology  
ENIKEPADU, VIJAYAWADA-521 108

**SRK Institute of Technology From 1.4.2018**

ENIKEPADU  
VIJAYAWADA

**Utl Technologies**  
Ledger Account

1-Apr-2018 to 31-Mar-2019

Date	Particulars	Vch Type	Vch No.	Debit	Page 1 Credit
30-6-2018	Dr <b>Technical Training</b>	<b>Journal</b>	114		76,464.00
3-7-2018	Cr <b>SBI Schlorship Acc 12342</b>	<b>Payment</b>	1158	76,464.00	
				<b>76,464.00</b>	<b>76,464.00</b>

All the above statement is reflected in the Audit statements  
Above statement is true & correct as per best of my knowledge.



For SPKR & ASSOCIATES  
CHARTERED ACCOUNTANTS

*R. Padma*

PARTNER.  
FRN: 014518S MNO: 220807

*[Signature]*

PRINCIPAL  
SRK Institute of Technology  
ENIKEPADU, VIJAYAWADA-521 108



# S.R.K. Institute of Technology

Approved by AICTE & Affiliated to JNT University, Kakinada  
An ISO 9001:2008 Certified Institute

Enikepadu, VIJAYAWADA- 521 108.  
Telephone No. : 0866-2843839  
Fax : 0866-2843536  
E-mail : srktech@gmail.com

Ref:

Date :

Ref: 16-17/03/01 /UTL/Embedded/2017

Date: 22/3/2017

To

UTL Technologies Ltd,  
Yeshwanthpur,  
Bangalore 560 022.

Ref:- Your Commercial proposal dated 20/2/2017

Sub: - Work Order

Dear Sir,

We are herewith submitting the work order for your kind notice. The course description and the fee details are tabulated below:

Payment Particulars	Student Strength	Cost per participant	Total cost
Training Charges for Embedded Systems	30	9,000	2,70,000
Training Charges for Networking	60	9,000	5,40,000
Training for our students as per the contents enclosed as Annexure 1		+Service taxes	
List of Students is enclosed as Annexure 2			
			8,10,000
Total			8,10,000
Amount in Words: Eight Lakhs Ten Thousand Only			

#### Terms & Conditions:

1. Training Schedule will be decided on a mutual consent;
2. 30% payment will be made in Advance and remaining amount will be paid on/ before the start of Phase II of the program.

Authorized Signatory

Principal

SRK INSTITUTE OF TECHNOLOGY  
ENIKEPADU, VIJAYAWADA

PRINCIPAL

SRK Institute of Technology  
ENIKEPADU, VIJAYAWADA-521 108

SRK Institute of Technology From 1.4.2018

ENIKEPADU  
VIJAYAWADA

Acharya Educational Societies  
Ledger Account

1-Apr-2018 to 31-Mar-2019

Date	Particulars	Vch Type	Vch No.	Debit	Credit
18-4-2018	Dr Seminar and Work Shop Exp	Journal	23		2,42,100.00
	Cr SBI Schlorship Acc 12342	Payment	202	2,42,100.00	
				<b>2,42,100.00</b>	<b>2,42,100.00</b>

Page 1

Credit

All the above information is reflected in the Audit statements  
Above statement is true & correct as per best of my knowledge.



For SPKR & ASSOCIATES  
CHARTERED ACCOUNTANTS

*R. Reddy*

PARTNER.

FRN: 014518S MNO: 220807

PRINCIPAL

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ENIKEPADU, VIJAYAWADA-521 108

Letter to Mgt. Proposed

10 April 2017

To

The Chairman  
SRK Foundation  
Vijayawada

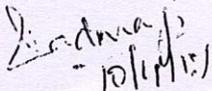
Honourable Sir,

Subject: Requisition for establishing Business English Training Programme and BEC Exam Centre- Regs.

I wish to put before you a proposal to help our students master English language skills that would give them a competitive edge. Acharya Educational Services, Bangalore, has formally given us consent to train both students and faculty for 25 days at rate two hours per day (50 hour duration).

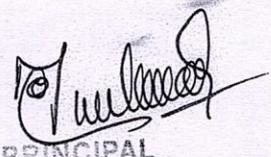
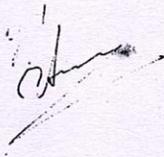
I am hereby submitting their proposal with invoice for your perusal.

Yours faithfully,



Dr. A. Padmaja

Assoc. Professor in English



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# AES

ACHARYA EDUCATION  
SERVICES PVT LTD

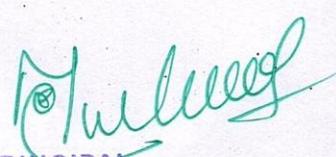
## CAMBRIDGE ENGLISH LANGUAGE ASSESSMENT

### Business English Certificate (BEC)

PROPOSAL  
SRKIT Vijayawada  
25<sup>th</sup> September 2017

Suitable for Management, Engineering and any other Professional  
course students

By:  
Mr. K.V.V.S.Murthy  
Vice President and CEM (Cambridge Center Exams Manager)  
Authorized Exam center Number: IN995  
Acharya Education Services, Bangalore  
Mobile: 9525707843/9731700660

  
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ENIKEPADU, VIJAYAWADA-521 108

## Introduction

*Acharya Education Services* is committed to transforming the academic landscape of the educational institutions with a slew of courses in collaboration with the global leader, Cambridge University. AES ensures excellence when it comes to English proficiency and communicational skills and helps in shaping the future generation to meet the communication needs globally.

**AES – School of Languages** is committed to teaching English and other foreign languages, to attain a measure of proficiency through appropriate test and certifications that is recognized internationally. The training material and content is developed and edited by a team of language experts. Besides, the content is periodically revised and updated.

### Centers of AES:

**Center for English Language Training** – Designs and conducts short-term and long-term English Language Proficiency programs for international students from 60 different countries.

**Center for English Language Testing** – Is an authorized testing center for TOEFL iBT and open testing centre of Cambridge Language Assessment.

**Center for Foreign Languages** – Conducts various levels of training programs in French, Spanish, Japanese and German.

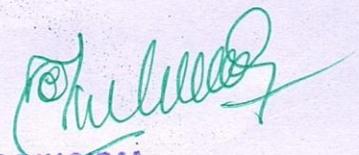
### About Cambridge ESOL Exams:

With over 100 years of experience and expertise, Cambridge English is a unique approach to learning English. Cambridge English is driven by world-class research and a profound commitment to:

- delivering educationalexcellence
- providing increased opportunities for learners andteachers
- offering value to teachers, educational institutions andemployers
- Promoting language learning to benefit society as awhole.

Cambridge English exams are accepted by over 20,000 universities, employers and governments around the world.

Our proposal covers the following areas of association.



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## **About Business English Certificate (BEC)**

### ***Objective***

BEC helps to develop cross-cultural communication skills and overall development of the students. Business Certificates are designed to give practical skills to succeed in English-speaking international business environments.

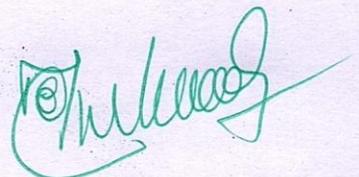
Business English Certificates are offered in three levels. The levels are aligned to the Common European Framework of Reference for Languages (CEFR) –the internationally recognized standard for describing language ability.

- A. Cambridge English: Business Preliminary - CEFR Level B1
  - B. Cambridge English: Business Vantage - CEFR Level B2
  - C. Cambridge English: Business Higher - CEFR Level C1
- These certificates are valid for lifetime.

### ***Business English Certificate (BEC) advantages:***

- Achieve ambitions in international business
- Boost your students' employability
- Excel in business-related studies with proven English language skills
- Accepted globally by top multinational corporations as well as education institutions and business schools
- Accepted for all categories of UK visa application, including Tier 2 and 4 covering work and study
- Makes recruitment easier

A pre-assessment test will be conducted to identify the students' level of proficiency and group them accordingly. Post assessment test will be conducted after which the students will be allowed to take the Cambridge test to ensure the best result.



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**Training Fee:**

**For students: 1500.00** (One Thousand Five Hundred & Fifty Rupees Only) per student inclusive of all prevailing Taxes.

**For Faculty: 1500.00** (One Thousand Five Hundred & Fifty Rupees Only) per faculty inclusive of all prevailing Taxes.

1. Programme shall be delivered after 10 days from confirmation of Order.
2. The above pricing is given on the basis of about 4000 students availing the training programme in multiple batches continually.

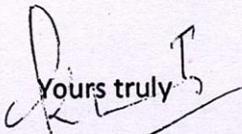
**Payment Terms:** 100% along with confirmed list of students before the start of the training programme

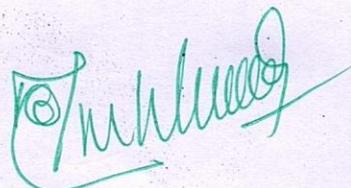
**Deliverables:**

- The programme for students will be for duration of 50 Hrs, which includes 30hrs for Basic Communication Skills, 5Hrs of employability skills and 15 Hrs for BEC (P) examination training. Interested students may opt for BEC Certification from Cambridge by paying the requisite examination fee. For final year students 35 Hrs for Basic Communication and 15Hrs of employability skills shall be offered.
- The faculty development programme will be offered for duration for 50 Hrs and would include modules for improvement of teaching skills. Day wise schedule for the same shall be shared once the programme is confirmed.
- AES would train the students of the SRK FOUNDATION in 4 batches of students not exceeding 60 per batch.
- The programme duration would be for 50 Hrs.
- AES shall provide course handouts to the students.
- AES shall conduct a English Language Assessment Diagnostic test of the students prior to commencement of the training.
- AES shall conduct a post training evaluation and issue **Certificate** of Completion to the students.
- AES shall take feed back from the students at the end of the programme and it shall be used to further improve the delivery of the programme.

**Requirements from SRK FOUNDATION:**

- SRK FOUNDATION shall nominate a programme coordinator (SPOC) to coordinate with AES.
- SRK FOUNDATION shall ensure attendance of the students for the training programme.
- SRK FOUNDATION shall inform AES the schedule and timetable of the programme at-least before 2 working days.
- *SRK FOUNDATION shall arrange accommodation & food for the trainers in a good Guest House.*

  
Yours truly  
(K.V.V.S.Murthy)

  
PRINCIPAL  
SRK Institute of Technology  
ENIKEPADU, VIJAYAWADA-521 108

On Wed, Feb 22, 2017 at 3:33 PM, Srinivaas Rao Gumidelli <[srao@cambridge.org](mailto:srao@cambridge.org)> wrote:

Dear Madam

Please find attached the BEC- Exam Proposal which was sent to you earlier too by my colleague .

I am resending the same for your consideration, please be informed that these prices are valid till 30 April 2017 only, post that the prices will go up , we will intimate the same to once we receive the details from examinations board.

Please feel free to call me for any further clarifications.

Thanks  
Regards

Srinivaas Rao  
Regional Manager-ELT South  
Cambridge University Press India Pvt Ltd  
3-5-874/6/4, Street No-5  
Hyderguda ,  
Hyderabad  
Mobile - 9849512454



**CAMBRIDGE**  
UNIVERSITY PRESS

EFL

40-50 hrs training prog / 4500/-

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ENIKEPADU, VIJAYAWADA-521 108



**ACHARYA EDUCATION SERVICES**  
**AUTHORISED CAMBRIDGE TESTING CENTRE IN995**

PROFORMA INVOICE for SRKIT Faculty training

No. PRO/AES/16-17/19

May 15, 2017

To

M/S SRKIT

Vijayawada

Ref: As per the data given for training and testing from SRKIT.

Training for the BEC Higher for 103 faculty members of SRKIT @ 2000 = 2,06,000  
Service Tax@15% = 32,400

---

Total Amount = 2,38,400  
(Two Lakhs thirty eight thousand four hundred only)

Dates of training are from 5<sup>th</sup> June to 12<sup>th</sup> June

Request you to RTGS 50% of the amount to the account given below before 31<sup>st</sup> of May 2017  
And rest 50% after the commencement of training.

**ACHARYA EDUCATION SERVICES PRIVATE LIMITED**

BANK ACCOUNT NO:-----560010200004046

BANK NAME AND BRANCH:-----AXIS BANK LTD, PEENYA, BANGALORE – 560057

IFSC CODE:-----UTIB0000560 (For Domestic transfers)

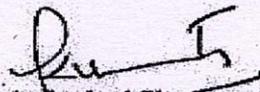
SWIFT CODE:-----AXISINBB560 (For International transfers)

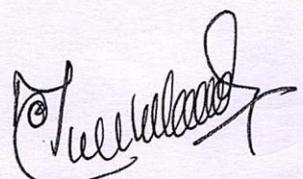
MICR CODE:-----560211018

PAN NO: AAHCA1258N

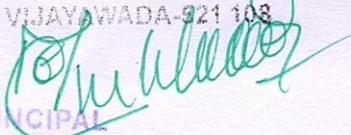
SERVICE TAX NO: AAHCA1258NSD001

For Acharya Education Services Pvt Ltd

  
Authorized Signatory

  
PRINCIPAL

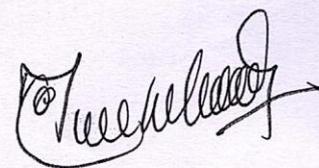
SRK Institute of Technology  
ENIKEPADU, VIJAYAWADA-521 108

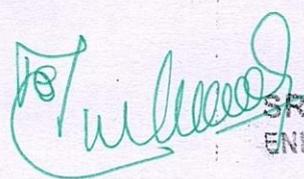
  
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PROFORMA INVOICE

INV NO: AESPL/ 2017-18/07		DATE: 11.10.2017
<b>To</b> <b>The Chairman</b> <b>SRK FOUNDATION</b> <b>Vijayawada</b>		
SLNo.	Particulars	Amount (Rs.)
1	Training for 227 Students on English Communication & BEC Training Program for October 2017	288560.00
	CGST @ 9%	25,970.00
	SGST @ 9%	25,970.00
<b>Total</b>		<b>3,40,500.00</b>
<p><b>Rupees: Seventy Five Thousand only</b></p> <p>GST NO: 29AAHCA1258N1ZA  PAN NO: AAHCA1258N  Please RTGS/DD to the below mentioned Account number</p> <p><b>Bank Details</b>  Acharya Education Services Pvt Ltd  AXIS BANK LTD, PEENYA, BANGALORE  ACCOUNT NO: 560010200004046  IFSC CODE: UTIB0000560</p> <p><b>Terms of payment: 100% advance</b></p> <p style="text-align: right;">-sd-  <b>AUTHORIZED SIGNATORY</b></p>		

  
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Products are protected by copyright and other intellectual property laws and international treaties. No rights will be granted or implied by waiver or estoppel. Rights to access or use a Product on a device do not give Customer any right to implement Microsoft patents or other Microsoft intellectual property in the device itself or in any other software or devices.

- g. **Restrictions.** Except as expressly permitted in this Agreement or Product documentation, Customer must not (and is not licensed to):
- (1) reverse engineer, decompile, or disassemble any Product, or attempt to do so;
  - (2) install or use non-Microsoft software or technology in any way that would subject Microsoft's intellectual property or technology to any other license terms;
  - (3) work around any technical limitations in a Product or restrictions in Product documentation;
  - (4) separate and run parts of a Product on more than one device;
  - (5) upgrade or downgrade parts of a Product at different times;
  - (6) transfer parts of a Product separately; or
  - (7) distribute, sublicense, rent, lease, or lend any Products, in whole or in part, or use them to offer hosting services to a third party.
- h. **License transfers.** Customer may only transfer fully-paid, perpetual licenses to (1) an Affiliate or (2) a third party solely in connection with the transfer of hardware to which, or employees to whom, the licenses have been assigned as part of (a) a divestiture of all or part of an Affiliate or (b) a merger involving Customer or an Affiliate. Upon such transfer, Customer must uninstall and discontinue using the licensed Product and render any copies unusable. Customer must notify Microsoft of a License transfer and provide the transferee a copy of these General Terms, the applicable Use Rights and any other documents necessary to show the scope, purpose and limitations of the licenses transferred. Attempted license transfers that do not comply with this section are void.
- i. **Customer Eligibility.** Customer agrees that if it is purchasing academic, government or nonprofit offers, Customer meets the respective eligibility requirements (<https://aka.ms/eligibilitydefinition>). Microsoft reserves the right to verify eligibility and suspend product use if requirements are not met.

### Non-Microsoft Products.

Non-Microsoft Products are provided under separate terms by the Publishers of such products. Customer will have an opportunity to review those terms prior to placing an order for a Non-Microsoft Product through a Microsoft online store or Online Service. Microsoft is not a party to the terms between Customer and the Publisher. Microsoft may provide Customer's contact information and transaction details to the Publisher. Microsoft makes no warranties and assumes no responsibility or liability whatsoever for Non-Microsoft Products. Customer is solely responsible for its use of any Non-Microsoft Product.





### Verifying compliance.

Customer must keep records relating to Products it and its Affiliates use or distribute. At Microsoft's expense, Microsoft may verify Customer's and its Affiliates' compliance with this Agreement at any time upon 30 days' notice. To do so, Microsoft may engage an independent auditor (under nondisclosure obligations) or ask Customer to complete a self-audit process. Customer must promptly provide any information and documents that Microsoft or the auditor reasonably requests related to the verification and access to systems running the Products.

If verification or self-audit reveals any unlicensed use, Customer must, within 30 days, order sufficient licenses to cover the period of its unlicensed use. Without limiting Microsoft's other remedies, if unlicensed use is 5% or more of Customer's total use of all Products, Customer must reimburse Microsoft for its costs incurred in verification and acquire sufficient licenses to cover its unlicensed use at 125% of the then-current Customer price or the maximum allowed under applicable law, if less. All information and reports related to the verification process will be Confidential Information and used solely to verify compliance.

### Privacy.

- a. **Personal Data.** Customer consents to the processing of Personal Data by Microsoft and its Affiliates, and their respective agents and subcontractors, as provided in this Agreement. Before providing Personal Data to Microsoft, Customer will obtain all required consents from third parties (including Customer's contacts, Partners, distributors, administrators, and employees) under applicable privacy and data protection laws.
- b. **Location of Personal Data.** To the extent permitted by applicable law, Personal Data collected under this Agreement may be transferred, stored and processed in the United States or any other country in which Microsoft or its Affiliates, or their respective agents and subcontractors, maintain facilities. Microsoft will abide by the requirements of European Economic Area and Swiss data protection law regarding the collection, use, transfer, retention, and other processing of Personal Data from the European Economic Area and Switzerland.

### Confidentiality.

- a. **Confidential Information.** "Confidential Information" is non-public information that is designated "confidential" or that a reasonable person should understand is confidential, including, but not limited to, Customer Data, the terms of this Agreement, and Customer's account authentication credentials. Confidential Information does not include information that (1) becomes publicly available without a breach of a confidentiality obligation; (2) the receiving party received lawfully from another source without a confidentiality obligation; (3) is independently developed; or (4) is a comment or suggestion volunteered about the other party's business, products or services.
- b. **Protection of Confidential Information.** Each party will take reasonable steps to protect the other's Confidential Information and will use the other party's Confidential Information only for purposes of the parties' business relationship. Neither party will disclose Confidential Information to third parties, except to its Representatives, and then only on a need-to-know basis under nondisclosure obligations at least as protective as this Agreement.





Each party remains responsible for the use of Confidential Information by its Representatives and, in the event of discovery of any unauthorized use or disclosure, must promptly notify the other party. The Online Services Terms may provide additional terms regarding the disclosure and use of Customer Data.

- c. **Disclosure required by law.** A party may disclose the other's Confidential Information if required by law, but only after it notifies the other party (if legally permissible) to enable the other party to seek a protective order.
- d. **Residual information.** Neither party is required to restrict work assignments of its Representatives who have had access to Confidential Information. Each party agrees that the use of information retained in Representatives' unaided memories in the development or deployment of the parties' respective products or services does not create liability under this Agreement or trade secret law, and each party agrees to limit what it discloses to the other accordingly.
- e. **Duration of Confidentiality obligation.** These obligations apply (1) for Customer Data, until it is deleted from the Online Services; and (2) for all other Confidential Information, for a period of five years after a party receives the Confidential Information.

**Product warranties.**

**a. Limited warranties and remedies.**

- (1) **Online Services.** Microsoft warrants that each Online Service will perform in accordance with the applicable SLA during Customer's use. Customer's remedies for breach of this warranty are described in the SLA.
- (2) **Software.** Microsoft warrants that the Software version that is current at the time will perform substantially as described in the applicable Product documentation for one year from the date Customer acquires a license for that version. If it does not, and Customer notifies Microsoft within the warranty term, Microsoft will, at its option, (a) return the price Customer paid for the Software license or (b) repair or replace the Software.

The remedies above are Customer's sole remedies for breach of the warranties in this section. Customer waives any warranty claims not made during the warranty period.

- b. **Exclusions.** The warranties in this Agreement do not apply to problems caused by accident, abuse, or use inconsistent with this Agreement, including failure to meet minimum system requirements. These warranties do not apply to free, trial, preview, or prerelease products, or to components of Products that Customer is permitted to redistribute.
- c. **Disclaimer.** Except for the limited warranties above and subject to applicable law, Microsoft provides no other warranties or conditions for Products and disclaims any other express, implied or statutory warranties for Products, including warranties of quality, title, non-infringement, merchantability, and fitness for a particular purpose.

**Defense of third-party claims.**

The parties will defend each other against the third-party claims described in this section and will pay the amount of any resulting adverse final judgment or approved settlement, but only if the defending party is promptly notified in writing of the claim and has the right to control the defense and any settlement of it.



T. Lakshy  
PRINCIPAL 2/12/15  
SRK Institute of Technology  
ENIKEPADU, VIJAYAWADA-521 108



The party being defended must provide the defending party with all requested assistance, information, and authority. The defending party will reimburse the other party for reasonable out-of-pocket expenses it incurs in providing assistance. This section describes the parties' sole remedies and entire liability for such claims.

- a. **By Microsoft.** Microsoft will defend Customer against any third-party claim to the extent it alleges that a Product made available by Microsoft for a fee and used within the scope of the license granted under this Agreement (unmodified from the form provided by Microsoft and not combined with anything else), misappropriates a trade secret or directly infringes a patent, copyright, trademark, or other proprietary right of a third party. If Microsoft is unable to resolve a claim of misappropriation or infringement, it may, at its option, either (1) modify or replace the Product with a functional equivalent or (2) terminate Customer's license and refund any license fees (less depreciation for perpetual licenses), including amounts paid in advance for unused consumption for any usage period after the termination date. Microsoft will not be liable for any claims or damages due to Customer's continued use of a Product after being notified to stop due to a third-party claim.
- b. **By Customer.** To the extent permitted by applicable law, Customer will defend Microsoft and its Affiliates against any third-party claim to the extent it alleges that: (1) any Customer Data or Non-Microsoft Product hosted in an Online Service by Microsoft on Customer's behalf misappropriates a trade secret or directly infringes a patent, copyright, trademark, or other proprietary right of a third party; or (2) Customer's use of any Product, alone or in combination with anything else, violates the law or harms a third party.

**Limitation of liability.**

For each Product, each party's maximum, aggregate liability to the other under this Agreement is limited to direct damages finally awarded in an amount not to exceed the amounts Customer was required to pay for the Products during the term of the applicable licenses, subject to the following:

- a. **Subscriptions.** For Products ordered on a subscription basis, Microsoft's maximum liability to Customer for any incident giving rise to a claim will not exceed the amount Customer paid for the Product during the 12 months before the incident.
- b. **Free Products and distributable code.** For Products provided free of charge and code that Customer is authorized to redistribute to third parties without separate payment to Microsoft, Microsoft's liability is limited to direct damages finally awarded up to US\$5,000.
- c. **Exclusions.** In no event will either party be liable for indirect, incidental, special, punitive, or consequential damages, or loss of use, loss of profits, or interruption of business, however caused or on any theory of liability.
- d. **Exceptions.** No limitation or exclusions will apply to liability arising out of either party's (1) confidentiality obligations (except for liability related to Customer Data, which will remain subject to the limitations and exclusions above); (2) defense obligations; or (3) violation of the other party's intellectual property rights.



T. Lakshay  
PRINCIPAL 2/12/15  
SRK Institute of Technology  
ENIKEPADU, VIJAYAWADA-521 108.



## Partners.

- a. **Selecting a Partner.** Customer may authorize a Partner to place orders on Customer's behalf and manage Customer's purchases by associating the Partner with its account. If the Partner's distribution right is terminated, Customer must select an authorized replacement Partner or purchase directly from Microsoft. Partners and other third parties are not agents of Microsoft and are not authorized to enter into any agreement with Customer on behalf of Microsoft.
- b. **Partner Administrator privileges and access to Customer Data.** If Customer purchases Online Services from a Partner or chooses to provide a Partner with administrator privileges, that Partner will be the primary administrator of the Online Services and will have administrative privileges and access to Customer Data and Administrator Data. Customer consents to Microsoft and its Affiliates providing the Partner with Customer Data and Administrator Data for purposes of provisioning, administering and supporting (as applicable) the Online Services. Partner may process such data according to the terms of Partner's agreement with Customer, and its privacy commitments may differ from Microsoft's. Customer appoints Partner as its agent for purposes of providing and receiving notices and other communications to and from Microsoft. Customer may terminate the Partner's administrative privileges at any time.
- c. **Support and Professional Services.** Customer's Partner will provide details on support services available for Products purchased under this agreement. Support services may be performed by Partner or its designee, which in some cases may be Microsoft. If Customer purchases Professional Services under this agreement, the performance of those Professional Services will be subject to the terms and conditions in the Use Rights.

## Pricing and payment.

If Customer orders from a Partner, the Partner will set Customer's pricing and payment terms for that order, and Customer will pay the amount due to the Partner. Pricing and payment terms related to orders placed by Customer directly with Microsoft are set by Microsoft, and Customer will pay the amount due as described in this section.

- a. **Payment method.** Customer must provide a payment method or, if eligible, choose to be invoiced for purchases made on its account. By providing Microsoft with a payment method, Customer (1) consents to Microsoft's use of account information regarding the selected payment method provided by the issuing bank or applicable payment network; (2) represents that it is authorized to use that payment method and that any payment information it provides is true and accurate; (3) represents that the payment method was established and is used primarily for commercial purposes and not for personal, family or household use; and (4) authorizes Microsoft to charge Customer using that payment method for orders under this Agreement.
- b. **Invoices.** Microsoft may invoice eligible Customers. Customer's ability to elect payment by invoice is subject to Microsoft's approval of Customer's financial condition. Customer authorizes Microsoft to obtain information about Customer's financial condition, which may include credit reports, to assess Customer's eligibility for invoicing. Unless the Customer's financial statements are publicly available, Customer may be required to provide their balance sheet, profit and loss and cash flow statements to Microsoft. Customer may be required to provide security in a form acceptable to Microsoft to be eligible for invoicing.





Microsoft may withdraw Customer's eligibility at any time and for any reason. Customer must promptly notify Microsoft of any changes in its company name or location and of any significant changes in the ownership, structure, or operational activities of the organization.

- c. **Invoice Payment terms.** Each invoice will identify the amounts payable by Customer to Microsoft for the period corresponding to the invoice. Customer will pay all amounts due within thirty (30) calendar days following the invoice date.
- d. **Late Payment.** Microsoft may, at its option, assess a late fee on any payments to Microsoft that are more than fifteen (15) calendar days past due at a rate of two percent (2%) of the total amount payable, calculated and payable monthly, or the highest amount allowed by law, if less.
- e. **Cancellation fee.** If a subscription permits early termination and Customer cancels the subscription before the end of the subscription or billing period, Customer may be charged a cancellation fee.
- f. **Recurring Payments.** For subscriptions that renew automatically, Customer authorizes Microsoft to charge Customer's payment method periodically for each subscription or billing period until the subscription is terminated. By authorizing recurring payments, Customer authorizes Microsoft to process such payments as either electronic debits or fund transfers, or as electronic drafts from the designated bank account (in the case of Automated Clearing House or similar debits), as charges to the designated card account (in the case of credit card or similar payments) (collectively, "Electronic Payments"). If any payment is returned unpaid or if any credit card or similar transaction is rejected or denied, Microsoft or its service providers reserve the right to collect any applicable return item, rejection or insufficient funds fee to the maximum extent permitted by applicable law and to process any such fees as an Electronic Payment or to invoice Customer for the amount due.
- g. **Taxes.** Microsoft prices exclude applicable taxes unless identified as tax inclusive. If any amounts are to be paid to Microsoft, Customer shall also pay any applicable value added, goods and services, sales, gross receipts, or other transaction taxes, fees, charges, or surcharges, or any regulatory cost recovery surcharges or similar amounts that are owed under this Agreement and that Microsoft is permitted to collect from Customer. Customer shall be responsible for any applicable stamp taxes and for all other taxes that it is legally obligated to pay including any taxes that arise on the distribution or provision of Products by Customer to its Affiliates. Microsoft shall be responsible for all taxes based upon its net income, gross receipts taxes imposed in lieu of taxes on income or profits, and taxes on its property ownership. If any taxes are required to be withheld on payments invoiced by Microsoft, Customer may deduct such taxes from the amount owed and pay them to the appropriate taxing authority, but only if Customer promptly provides Microsoft an official receipt for those withholdings and other documents reasonably requested to allow Microsoft to claim a foreign tax credit or refund. Customer will ensure that any taxes withheld are minimized to the extent possible under applicable law.

### Term and termination.

- a. **Term.** This Agreement is effective until terminated by a party, as described below.
- b. **Termination without cause.** Either party may terminate this Agreement without cause on 60 days' notice. Termination without cause will not affect Customer's perpetual licenses, and licenses granted on a subscription basis will continue for the duration of the subscription period(s), subject to the terms of this Agreement.

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- c. **Termination for cause.** Without limiting other remedies it may have, either party may terminate this Agreement on 30 days' notice for material breach if the other party fails to cure the breach within the 30-day notice period. Upon such termination, the following will apply:
- (1) All licenses granted under this Agreement will terminate immediately except for fully- paid, perpetual licenses.
  - (2) All amounts due under any unpaid invoices shall become due and payable immediately. For metered Products billed periodically based on usage, Customer must immediately pay for unpaid usage as of the termination date.
  - (3) If Microsoft is in breach, Customer will receive a credit for any subscription fees, including amounts paid in advance for unused consumption for any usage period after the termination date.
- d. **Suspension.** Microsoft may suspend use of an Online Service without terminating this Agreement during any period of material breach. Microsoft will give Customer notice before suspending an Online Service when reasonable.
- e. **Termination for regulatory reasons.** Microsoft may modify, discontinue, or terminate a Product in any country or jurisdiction where there is any current or future government regulation, obligation, or other requirement, that (1) is not generally applicable to businesses operating there; (2) presents a hardship for Microsoft to continue offering the Product without modification; or (3) causes Microsoft to believe these terms or the Product may conflict with any such regulation, obligation, or requirement. If Microsoft terminates a subscription for regulatory reasons, Customer will receive, as its sole remedy, a credit for any subscription fees, including amounts paid in advance for unused consumption for any usage period after the termination date.

### Miscellaneous.

- a. **Independent contractors.** The parties are independent contractors. Customer and Microsoft each may develop products independently without using the other's Confidential Information.
- b. **Agreement not exclusive.** Customer is free to enter into agreements to license, use, and promote the products and services of others.
- c. **Amendments.** Microsoft may modify this Agreement from time to time. Changes to the Use Rights will apply as provided in this Agreement. Changes to other terms will not apply until Customer accepts them. Microsoft may require Customer to accept revised or additional terms before processing a new order. Any additional or conflicting terms and conditions contained in a purchase order or otherwise presented by Customer are expressly rejected and will not apply.
- d. **Assignment.** Either party may assign this Agreement to an Affiliate, but it must notify the other party in writing of the assignment. Customer consents to the assignment to an Affiliate or third party, without prior notice, of any rights Microsoft may have under this Agreement to receive payment and enforce Customer's payment obligations, and all assignees may further assign such rights without further consent.

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Any other proposed assignment of this Agreement must be approved by the non-assigning party in writing. Assignment will not relieve the assigning party of its obligations under the assigned Agreement. Any attempted assignment without required approval will be void.

- e. **U.S. export.** Products are subject to U.S. export jurisdiction. Customer must comply with all applicable international and national laws, including the U.S. Export Administration Regulations, the International Traffic in Arms Regulations, and end-user, end use and destination restrictions by U.S. and other governments related to Microsoft products, services, and technologies.
- f. **Severability.** If any part of this Agreement is held to be unenforceable, the rest of the Agreement will remain in full force and effect.
- g. **Waiver.** Failure to enforce any provision of this Agreement will not constitute a waiver. Any waiver must be in writing and signed by the waiving party.
- h. **No third-party beneficiaries.** This Agreement does not create any third-party beneficiary rights except as expressly provided by its terms.
- i. **Survival.** All provisions survive termination of this Agreement except those requiring performance only during the term of the Agreement.
- j. **Notices.** Notices must be in writing and will be treated as delivered on the date received at the address, date shown on the return receipt, email transmission date, or date on the courier or fax confirmation of delivery. Notices to Microsoft must be sent to the following address:

Microsoft Corporation  
Dept. 551, Volume Licensing  
6880 Sierra Center Parkway  
Reno, Nevada 89511-1137  
USA

Notices to Customer will be sent to the individual at the address Customer identifies on its account as its contact for notices. Microsoft may send notices and other information to Customer by email or other electronic form.

- k. **Applicable law.** This Agreement will be governed by and construed in accordance with the laws of the State of Washington and federal laws of the United States. The 1980 United Nations Convention on Contracts for the International Sale of Goods and its related instruments will not apply to this Agreement.
- l. **Dispute resolution.** When bringing any action arising under this Agreement, the parties agree to the following exclusive venues:
  - (1) If Microsoft brings the action, the venue will be where Customer has its headquarters.
  - (2) If Customer brings the action against Microsoft or any Microsoft Affiliate located outside of Europe, the venue will be the state or federal courts in King County, State of Washington, USA.



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- (3) If Customer brings the action against Microsoft or any Microsoft Affiliate located in Europe, and not also against Microsoft or a Microsoft Affiliate located outside of Europe, the venue will be the Republic of Ireland.

The parties consent to personal jurisdiction in the agreed venue. This choice of venue does not prevent either party from seeking injunctive relief in any jurisdiction with respect to a violation of intellectual property rights or confidentiality obligations.

- m. Order of precedence.** These General Terms will take precedence over any conflicting terms in other documents that are part of this Agreement that are not expressly resolved in those documents, except that conflicting terms in the Use Rights take precedence over these General Terms as to the applicable Products. Terms in the Online Services Terms take precedence over conflicting terms in the Product Terms. Terms in an amendment control over the amended document and any prior amendments concerning the same subject matter.
- n. Microsoft Affiliates and contractors.** Microsoft may perform its obligations under this Agreement through its Affiliates and use contractors to provide certain services. Microsoft remains responsible for their performance.
- o. Government procurement rules.** By accepting this agreement, Customer represents and warrants that (i) it has complied and will comply with all applicable government procurement laws and regulations; (ii) it is authorized to enter into this Agreement; and (iii) this Agreement satisfies all applicable procurement requirements.

## Definitions.

“Administrator Data” means the information provided to Microsoft or its Affiliates during sign- up, purchase, or administration of Products.

“Affiliate” means any legal entity that controls, is controlled by, or is under common control with a party. “Control” means ownership of more than a 50% interest of voting securities in an entity or the power to direct the management and policies of an entity.

“Confidential Information” is defined in the “Confidentiality” section.

“Customer” means the entity identified as such on the account associated with this Agreement.

“Customer Data” means all data, including all text, sound, software, image or video files that are provided to Microsoft or its Affiliates by, or on behalf of, Customer and its Affiliates through use of Online Services.

“End User” means any person Customer permits to use a Product or access Customer Data.

“Licensing Site” means <http://www.microsoft.com/licensing/contracts> or a successor site. “Microsoft” means Microsoft Corporation.

“Non-Microsoft Product” means any third-party-branded software, data, service, website or product, unless incorporated by Microsoft in a Product.

“Online Services” means Microsoft-hosted services to which Customer subscribes under this Agreement. It does not include software and services provided under separate license terms.

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“Online Services Terms” means the additional terms that apply to Customer’s use of Online Services published on the Licensing Site and updated from time to time.

“Partner” means a company Microsoft has authorized to distribute Products to Customer.

“Personal Data” means any information relating to an identified or identifiable natural person.

“Product” means all Software and Online Services identified in the Product Terms that Microsoft offers under this Agreement, including previews, prerelease versions, updates, patches and bug fixes from Microsoft. Product availability may vary by region. “Product” does not include Non- Microsoft Products.

“Product Terms” means the document that provides information about Products available under this Agreement. The Product Terms document is published on the Licensing Site and is updated from time to time.

“Publisher” means a provider of a Non-Microsoft Product.

“Representatives” means a party’s employees, Affiliates, contractors, advisors and consultants.

“SLA” means Service Level Agreement, which specifies the minimum service level for the Online Services and is published on the Licensing Site.

“Software” means licensed copies of Microsoft software identified in the Product Terms. Software does not include Online Services, but Software may be part of an Online Service.

“use” means to copy, download, install, run, access, display, use or otherwise interact with.

“Use Rights” means the license terms and terms of service for each Product published on the Licensing Site and updated from time to time. The Use Rights supersede the terms of any end user license agreement that accompanies a Product. License terms for all Products are published in the Product Terms. Terms of service for Online Services are published in the Online Services Terms.

OF NEEX PVT LTD  
*[Signature]*  
Managing Director

*Y. Srinivasa Rao*  
Managing Director  
NEEX Private Limited

*[Signature]*  
Dr. T. Satyanarayana  
Principal,  
SRK Institute of Technology *2/12/15*

PRINCIPAL  
SRK Institute of Technology  
ENIKEPADU, VIJAYAWADA-521 108

# CERTIPORT®

A PEARSON VUE BUSINESS

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## INVOICE

INVOICE NUMBER: <b>11063383</b>	
TAX I.D. NO.: <b>41-0850527</b>	
DATE: <b>20-FEB-17</b>	Page 1 of 1
CUSTOMER NO.: <b>1783805</b>	CREDIT REF. NO.:

**BILL TO:**

DASARI HARITHA  
SRK FOUNDATION  
NH-5  
ENIKEPADU  
VIJAYAWADA 521108  
INDIA

**LOCATED AT:**

SRK FOUNDATION  
NH-5  
ENIKEPADU  
VIJAYAWADA 521108  
INDIA

2016  
MTA-2017

Certiport Customer ID: 90055058-208864

PURCHASE INFORMATION	SHIPPING INFORMATION	PAYMENT INFORMATION			
PURCHASE ORDER: None	(MOST RECENT SHIPMENT) SHIP DATE: 20-FEB-17 CARRIER: STND B/L NUMBER: 0	TERMS: NET 30 DUE DATE: 22-MAR-17 CONTACT: John Rusczyk 800-843-0019 x853 201-767-5029 ( Fax ) john.rusczyk@pearson.com ( e-mail )			
DESCRIPTION	U/M	QTY	TAX	UNIT PRICE	EXTENDED PRICE
1102226 MTA Campus License - 500 Exams (Tier 3)	Each	1	N	2,100.00	2,100.00
<b>INVOICE SUMMARY:</b>					
TOTAL FOR ALL LINE ITEMS					2,100.00
0.00% INTL TAX					0.00
**** Prepayment of 2,100.00 processed on 20-FEB-17 ****					(2100.00)
<p><b>ATTENTION - Certiport is a NCS Pearson Business. The payment remit-to has changed. To pay on-line, register at <a href="https://ipay.pearson.com/OA_HTML/SelfRegistration.jsp">https://ipay.pearson.com/OA_HTML/SelfRegistration.jsp</a>. Already a user, login to <a href="https://ipay.pearson.com">https://ipay.pearson.com</a>.</b></p> <p>Pearson only accepts credit card payments through our e-commerce portal and our call center. Credit Card information is not accepted via postal/mail, facsimile, or email.</p>					
<b>SUBTOTAL</b>		<b>TAX</b>		<b>TOTAL (USD)</b>	
2,100.00		0.00		0.00	

Corporate Address:

NCS Pearson, Inc.  
5601 Green Valley Dr.  
Bloomington, MN 55437-1099  
USA

16CSE003

**ORIGINAL**

**Remit by Check to:**  
NCS PEARSON, INC.  
13036 COLLECTION CENTER DRIVE  
CHICAGO, IL 60693

**Remit by Wire or ACH to:**  
Bank of America - Account Name: NCS Pearson Inc.  
ACH: # 071-000-039 WIRE: #0260-0959-3  
Account No: 81881-05388 SWIFT: BOFAUS3N  
(Include invoice number in transmission)

Principal

**PRINCIPAL**  
SRK Institute of Technology  
ENIKEPADU, VIJAYAWADA-521 108

audit form  
NCS Pearson



सत्यमेव जयते

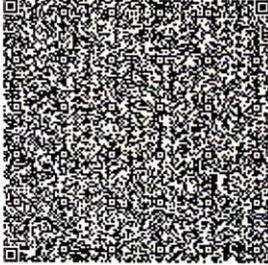
**INDIA NON JUDICIAL**  
**Government of Karnataka**

**e-Stamp**

Certificate No. : IN-KA17648685515557P  
Certificate Issued Date : 13-Apr-2017 02:49 PM  
Account Reference : NONACC (FI)/ kacrsfl08/ MAHALAKSHMI/ KA-BA  
Unique Doc. Reference : SUBIN-KAKACRSFL0883890955426441P  
Purchased by : UTL TECHNOLOGIES LIMITED  
Description of Document : Article 12 Bond  
Description : MOU  
Consideration Price (Rs.) : 0  
(Zero)  
First Party : UTL TECHNOLOGIES LIMITED  
Second Party : SRK INSTITUTE OF TECHNOLOGY  
Stamp Duty Paid By : UTL TECHNOLOGIES LIMITED  
Stamp Duty Amount(Rs.) : 100  
(One Hundred only)

For AISHWARYA MAHILA MULTI-PURPOSE  
CO-OPERATIVE SOCIETY LTD.

B. T. S.  
Authorised Signatory



-----Please write or type below this line-----

**Memorandum of Understanding**

This **Memorandum of Understanding** (hereinafter called as the MoU) is entered into this day the Fifteenth April Two Thousand Seventeen (15 - 04 - 2017) at Bangalore by and between

**Statutory Alert:**

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

**UTL Technologies Limited**, a UTL Group Company, incorporated under the laws of India and having its office at No.19/6, Ashokpuram School Road, Industrial Suburb, Yeshwanthpur, Bangalore – 560 022 and represented herein by its CEO, **Mr. J Srinivasa Raju**, (hereinafter referred to as "**First Party**")

**AND**

**SRK INSTITUTE OF TECHNOLOGY**, sponsored by **SRK Foundation** a non-profit organization registered under **EDUCATIONAL SOCIETY** under the **ACT of 2001 (Reg. No.: 276 dated 15/02/2007)** and having its registered office at 3-44 ENIKEPADU, VIJAYAWADA – 521108, ANDHRA PRADESH INDIA and represented herein by its CORRESPONDENT, **B. SRIKRISHNA** (hereafter referred to as "**Second Party**")

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

**WHEREAS:**

- a. First Party has been engaged in Education, Training, Research, and Skill Development Activities
- b. The First Party has undertaken a project to establish Model Skill Training Centers in association with Nation Skill Development Corporation for providing vocational / employable skills training to youth from various sections of society, for obtaining jobs in the industrial / service sector.
- c. The First Party with the objective of establishing a network of training centers in the arena of skill development to attain the sustainable development, by offering Training Programs in association with the Govt. / Industry through a number of training centers by leveraging existing infrastructure/ facilities and by partnering with Institutions / Agencies that have suitable infrastructure for conducting such Training Programme.
- d. The Second Party is interested to partner with the First Party in the initiative of Skill Development Programme by way of providing Infrastructure and other Facilitating Support, and has confirmed its acceptance to enter into this Agreement with the First Party
- e. The Second Party understands that the training will be provided to various categories of unemployed youth of the country and it has no objection to permit them/ allowing them to attend the Skill Development Programme.
- f. The Parties desire to structure a relationship and enter into this Agreement so as to offer various Skill Development Training Programs, for which both the Parties shall deploy their core competencies.

**NOW THEREFORE IT IS HEREBY AGREED BETWEEN THE PARTIES AS FOLLOWS:**

**CLAUSE 1**

**DEFINITIONS AND INTERPRETATION**

1.1 In this Agreement, in addition to the words and expressions above, unless there is something in the subject or context inconsistent therewith, the following expressions shall have the following meanings.

- a. **Agreement** means this Agreement together with any amendments or modifications hereto attached provided that such amendments and modifications have been executed in accordance with the procedures specified in this Agreement
- b. **Applicable Law** means the various statutes, delegated legislation (rules, regulations, orders, bye-laws), notifications, binding orders of Governmental Authorities, as and to the extent the same is applicable to the Parties and the substratum of this agreement
- c. **Industry** means the industrial sector and / or services sector, including organized as well as unorganized businesses
- d. **Infrastructure** means premises provided by the Second Party as detailed in Annexure III of this Agreement for conducting Training Programme
- e. **Training Content** means an instructional material used by the Trainers for training beneficiaries under. this Agreement to be provided by the first party.
- f. **Other Facilitating Support** means arranging community sensitization, industry engagement, providing machinery, equipment's, lab etc. by the Second Party as required under the Training Programme
- g. **Person** means and includes any company, association of persons, body of individuals, whether incorporated or not
- h. **Successful Completion by a Trainee** means the Trainee has attended the Training Programme as per the norms set by First Party, passed all the qualifying tests and has been assessed successful by the assessing agency / Person appointed by First Party for this purpose.
- i. **Training Programme** means a programme, organized by the First party to train Trainees in accordance with the terms of this Agreement.
- j. **Trainees** means individuals who are eligible and are willing to undertake the Training Programme as per the criterion laid down by the First Party.

1.2 **INTERPRETATION**

This Agreement will be interpreted, based on the following principles:

- a. All interpretation shall secure and implement the primary object of this Agreement set out in Clause 2
- b. This Agreement reflects the complete understanding as on the date of its execution amongst the Parties for the Services to be rendered by the Second Party and First Party.
- c. Where any act, matter or thing is required by this Agreement to be performed or carried out on a certain day and that day is not a business day then that act, matter or thing shall be carried out or performed on the next following business day
- d. Headings are for convenience only and shall not affect the interpretation of a Clause
- e. Where a word or phrase is defined, other parts of speech and grammatical forms of that word or phrase shall have corresponding meanings
- f. Words importing the singular shall include plural and vice versa
- g. Words denoting individual shall include corporations and vice versa
- h. Words denoting any gender shall include all genders

## **CLAUSE 2**

### **PURPOSE**

- 2.1 The purpose of this Agreement is to establish partnership between the Parties for establishing the Skill Training Center for imparting Trade / Job Role specific skills to the Trainees in one or more of the several trades as per the project implemented by the First Party which include illustratively, Service Sector and Manufacturing Sector etc. as per Annexure-I.

## **CLAUSE 3**

### **RESPONSIBILITIES / OBLIGATIONS OF THE PARTIES**

- 3.1 **First Party** shall be responsible for:
  - a. Design and Development of Course-Content as per the National Skills Qualification Framework, and obtaining necessary approvals from NSDC, Sector Skill Councils and other agencies for imparting the training to trainees
  - b. Providing Course Materials, ID Cards and Induction Kit to Participants as per NSDC / PMKVY Guidelines
  - c. Deploying the necessary manpower for Marketing, Sales, Program Management, Finance, and Placements
  - d. Branding the centre as per PMKVY guidelines.

- e. Student mobilization by conducting marketing campaigns, job fairs, career fairs, seminars / workshops, digital campaign etc.
- f. Procuring Equipment's / Tools / Hardware / Furniture / Devices for setting up the course / Job Role. specific labs, other than the computer lab to be provided.
- g. Imparting the Training as per the Sector Skill Council guidelines for respective Job roles
- h. Preparation and managing MIS including student documentation as per NSDC / PMKVY guidelines. Uploading and updating the information as and when required.
- i. Program Management including the candidate feedback management, candidate progress, Internal Assessments, Coordination with NSDC / SSCs for batch approvals, final assessments, certificates etc.,
- j. Facilitating the final assessments for the trainees and issuing certificates to the passed-out trainees.
- k. Candidate Placement Management – interacting with clients, coordination, scheduling interviews, student placements and post placement support etc.
- l. All expenses related to operations like Electricity, premises up-keeping (Housekeeping, Maintenance, and utility consumptions) and Lab Maintenance to be borne by first party.

3.2 **Second Party** shall be responsible for:

- a. Providing the necessary Infrastructure as per the Pradhan Mantri Kaushal Vikas Yojana (PMKVY) guidelines in specified Class Rooms, Lab Rooms with Computers, Common Area, Toilets, Power Backup, UPS power to IT equipment's, access to cafeteria etc., however Course Specific Equipment's / Tools / Hardware / Furniture / Devices shall be provided by the First Party. And the Infrastructure should be provided in the single block in a building / single floor, and willing to provide more Class Rooms and Computer Labs in the event of existing Infrastructure being not sufficient. The second party shall agree to provide requisite class Rooms / Lab for future expansion if any.
- b. Setting up the Office Space in the area provided to the first party including the Reception Area, Visitors area Counselling Cabins, Centre Manager Cabins, Staff Room etc.,
- c. Procuring the Chairs, LCD Projector, White Boards, and other items as necessary for setting up the Smart Class Rooms
- d. All expenses connected with providing the necessary infrastructure should be borne by the second party (Water, Building maintenance, Security etc)
- e. Permitting first party to do branding as per the PMKVY guidelines. Glow Sign

boards, Neon Boards, Direction Boards, Sign Boards, Posters, Banners etc.,

- f. Nominate a single point of contact for managing the day to day operations and coordination

**CLAUSE – 4**

**FINANCIAL CONSIDERATION**

- 4.1 The Parties mutually agree on the financial terms and conditions laid out in annexure II

**CLAUSE – 5**

**AUDIT & COMPLAINEE**

- 5.1 The First Party shall cooperate with Second Party and provide all assistance to enable the second party to view the facility or conduct inspection of records of the programme conducted in the premises provided by the Second Party for the training.

**CLAUSE 6**

**INTELLECTUAL PROPERTY RIGHTS & NON-DISCLOSURE:**

- 6.1 The Second Party disclaims any right to or interest in First Party' trademark/s and copyrights relating to the methods, the programs, courseware, operation manuals, information, material and services made available by First Party hereunder and the goodwill derived there from and further agrees not to divulge or disclose information, procedures, technical and other information and programs made available by First Party confidential or proprietary to First Party.

**CLAUSE 7**

**INDEMINIFICATION**

The Second party shall agree to indemnify first party, for an amount equivalent to the investment made by the first party if the second party terminates this agreement for any reason before the expiry 3 years.

**CLAUSE 8**

**MODIFICATION**

- 8.1 Both the parties shall mutually agree upon on the changes/modifications and enter into an Addendum in case of any modification in the existing terms of this MoU.
- 8.2 In the event the Second Party is required to withdraw its support for any reason beyond its control, the Second Party shall provide at least 90days prior written notice in that regard to First Party. The Second Party shall continue its activities during the above notice period in such a manner, which shall not prejudicially affect the interest of First Party. Completion of batch (whichever is later). During the notice period, NO FRESH Batch shall be admitted.

**CLAUSE 9**  
**DISPUTE RESOLUTION**

- 9.1 Any and all differences and disputes whatsoever arising between the Parties concerning the interpretation or implementation of this Agreement or in relation to the subject matter contained in this Agreement shall, in the first instance, be resolved mutually between the Parties and in the event of non-resolution, the matter shall be referred to arbitration
- 9.2 It is agreed by both the parties that any difference or dispute in this connection shall be referred to sole Arbitrator to be nominated by both the parties under the Provisions of Arbitration and Conciliation Proceedings Act, 1996 and the Award so given by the Arbitrator will be wholly binding on both the parties and shall not be questioned under any circumstances.
- 9.3 It is also agreed by both the parties that the Courts at Bangalore District alone will have the Jurisdiction.

**CLAUSE 10**  
**COMPALINCE WITH LAWS**

- 10.1 The **Second Party** at all times and at its own expense will
- a. Strictly comply with all Applicable Law, rules, regulations and Governmental orders, now or hereafter in effect, relating to its performance of this Agreement
  - b. Pay all fees and other charges required by Applicable Laws and maintain in full force and effect all licenses, permits, authorization, registration and qualifications from all Governmental departments and agencies to the extent necessary to perform its obligations hereunder.

**CLAUSE 11**  
**FORCE MAJEURE**

- 11.1 The Parties hereto agree that a Force Majeure Event shall mean any unforeseeable act or event that prevents the affected Party from performing its obligations under this Agreement or complying with any conditions required by the other Party under this Agreement and such act or event is beyond the reasonable control and not because of any fault of the affected Party and such Party has been unable to avoid such an act or event by the exercise of prudent foresight and due diligence. Neither Party hereto shall be considered in breach hereof or in default if it fails to perform or observe any or all of the terms of this Agreement resulting directly or indirectly, from Force Majeure Events such as acts of God, Civil or Military authority, acts of Government, acts of Public Enemy, war, riots, explosion, earthquake, flood, storm, lightning strike, etc.

## CLAUSE 12

### VALIDITY

- 12.1 This Agreement will be valid for a period of 5 years from the date of signing or until it is expressly terminated by either Party on mutually agreed terms, during which period Second Party or First Party, as the case may be, will take effective steps for implementation of this Agreement. Any act on the part of Second Party or First Party, after termination of this Agreement by way of communication, correspondence etc., shall not be construed as an extension of this Agreement

## CLAUSE 13

### TERM AND TERMINATION

- 13.1 The Agreement shall be valid unless terminated as provided under this clause.
- 13.2 This Agreement cannot be terminated by the parties in the initial period of 3 years (LOCK IN PERIOD).
- 13.3 Termination by First Party: First Party may terminate this Agreement upon 90 calendar days' notice in writing or after occurrence of any of the events specified in paragraphs below:
- a. If the Second Party does not remedy a failure in the performance of its obligations under the Agreement, within 30 days of being notified of such a failure, or within such further period as First Party may have subsequently approved in writing;
  - b. If the Second Party becomes insolvent or bankrupt; or
- 13.4 Termination by Second party: Second Party may terminate this Agreement upon 90 calendar days' notice in writing after occurrence of any of the events specified in paragraphs below:
- a. If First Party fails to pay any monies due to the Second Party pursuant to this Agreement within 60 days after receiving written notice from the Second Party that such payment is overdue; or
- 13.5 The termination of this Agreement shall not prejudice or affect in anyway, the rights and benefits accrued or liabilities and duties imposed on the Parties of this Agreement.
- 13.6 Upon termination, the Second Party shall
- a. Hand over all assets provided by First Party under this Agreement to First Party.

## CLAUSE 14

### RELATIONSHIP BETWEEN THE PARTIES

- 14.1 It is expressly agreed that **First Party** and **Second Party** are acting under this Agreement as independent contractors, and the relationship established under this Agreement shall not be construed as a partnership. Neither Party is authorized to 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 Agreement 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.

## **CLAUSE 15**

### **NOTICE**

- 15.1 All notices required or permitted by, or made pursuant to, this Agreement shall be in writing and shall be sent by facsimile or by registered, first class airmail, return receipt requested and postage prepaid, to the following addresses:

If to **First Party**:

**Mr. Srinivas Raju**

CEO

M/s UTL Technologies Ltd

No.19/6, Ashokpuram School Road, Industrial Suburb, Yeshwanthpur,

Bangalore – 560 022

Ph: +91 80 23472171 / Fax: +91 80 23572795

If to **Second Party**:

**Mr. B Srikrishna,**

Correspondent,

SRK Institute of Technology,

No 3-44, Enikepadu, Opp Prathap Industries,

Vijayawada – 521108, Andhra Pradesh,

+91 9866409999

All such notices shall be deemed to have been received as follows:

- a. if by facsimile, twenty-four (24) hours after transmission, and
- b. if by registered, first class airmail, upon receipt of acknowledgment of delivery.

The signature of each Party's duly authorized representative below shall evidence the agreement of such Party that this Agreement accurately summarizes its understanding with respect to the subject matter hereof

Signed for and on behalf of  
**UTL Technologies Limited**

**Mr. Srinivas Raju**  
**CEO**

Witness:

Signed for and on behalf of  
**SRK INSTITUTE OF  
TECHNOLOGY**

  
**Mr. B Srikrishna**  
**Correspondent**

Witness:

## Annexure I

### List of Job Roles with duration

SI No	Job Role	Duration	Category	Rate Per Hour per student In INR	Total Fee per student In INR
1	Field Technician Networking and Storage	400 Hrs	I	40.00	16, 000
2	Field Technician Computing and Peripherals	340 Hrs	I	40.00	13, 600
3	Accounts Executive – Accounts Payable & Receivable	190 Hrs	III	28.80	5, 491

#### Note:

- The above proposed duration of the course and the rate per hour per student is approved as per the PMKVY guidelines, in the event of any changes in the guidelines first party shall intimate the second party on the changes and the revenue share paid to second party shall be revised as per the duration and the training fee.
- The Courses proposed above will be launched during the first six months of operations and first party likely to introduce new courses or discontinue the existing courses based on the local industry requirements. Same shall be communicated to Second party.
- First party can add new courses or modify any of the existing courses depending on the local industry requirements under this program, however the same shall be communicated to second party.

## **Annexure II**

### **Financial Implications:**

1. Revenue share and payment schedule:

First party agrees to pay 15% (inclusive of all applicable Taxes) of the total training revenue received under this program from NSDC as per payment pattern stipulated by NSDC to second party towards utilizing the infrastructure.) The payments will be made to second party within 7 working days from the date of payments received from NSDC. As per the program guidelines, the payments will be made by NSDC in the following manner for every batch.

#### **NSDC PAMENT PATTERN**

30% of Total Fee - On Commencement of the training batch against validated candidates.

50% of Total Fee - For the number of passed candidates.

20% of Total Fee - Upon achieving 70% Placements

### **Annexure III**

#### **Infra to be provided by Second Party**

1. 3 Class Rooms with projector and 30 seater capacity.
2. 3 separate rooms for setting up of Sector Specific Lab
3. Common IT Lab with 30 computers and Power backup for minimum 3 hrs
4. 1000+ Sq Ft Space for office and staff area with necessary infra and computers for 6 – 8 staff members.
5. Separate rest rooms for Males and Females
6. Canteen facility
7. CCTV cameras in all the class rooms, Labs, staff room and corridors.
8. A/C at Staff room.

Hostel facility to candidates on a payment basis based on the availability.

## MEMORANDUM OF UNDERSTANDING

This **Memorandum of Understanding** (hereinafter called as the 'MOU') is entered into on this the Fifteenth April Two Thousand and Seventeen (**15 / 04 / 2017**), by and between

**UTL Technologies Limited**, a UTL Group Company, a company incorporated under the laws of India and having its office at No.19/6, Ashokapuram School Road, Industrial Suburb, Yeshwanthpur, Bangalore – 560 022 and represented herein by its Divisional Head, Mr. Srinivasa Raju, (hereinafter referred to as “**UTL**”)

**AND**

**SRK Institute of Technology**, sponsored by SRK Foundation a non-profit organization registered under Educational Society under the Act of 2001 (Reg. No.:276 dated 15/02/2017) having its principal office at 3-44, Enikepadu, Vijayawada - 521108, Andhra Pradesh, represented herein by its Correspondent Mr. Srikrishna, (hereinafter referred as ‘**SRK**’)

(UTL and SRK are hereinafter jointly referred to as ‘Parties’ and individually as ‘Party’)

### **WHEREAS:**

- A) **UTL** is engaged in Education, Skill Development and R&D Services in the fields of Telecom, Networking, Embedded Systems, VLSI, IT and related fields
- B) UTL Technologies is promoted by UTL Group, Bangalore based 3-decade old ICT Solutions Company. UTL Group started with an initial focus on telecom Products & Solutions and moved on to Telecom Services in the form of Cellular Services Company. Simultaneously UTL moved into e-Governance services. UTL has today built the e-governance infrastructure in six states /provinces in INDIA
- C) UTL’s Associates and Partners include Ministry of External Affairs, Govt. of India, Visvesvaraya Technological University (VTU), Telecom Sector Skill Council of India (TSSCI), Electronics Sector Skill Council of India (ESSCI), ZTE Corporation China, IL&FS Skills.
- D) SRK is a reputed University
- E) SRK & UTL 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.
- F) Both Parties, being legal entities in themselves desire to sign this MOU for advancing their mutual interests.

**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 Chennai. 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 UTL and SRK co-operation will relate effective utilization of the intellectual capabilities of the faculty of SRK providing significant inputs to them in developing suitable teaching / training systems, keeping in mind the needs of the industry.
- 1.3 The general terms for co-operation shall be represented 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 / engineers 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:** Frist Party can give valuable inputs to the SRK, suitably customize the curriculum and in teaching / training methodology, so that the students fit into the industrial scenario meaningfully.
- 2.3 **Industrial Training & Visits:** Industry and Institution interaction will give an insight in to the latest developments / requirements of the industries; UTL to permit the Faculty and Students of SRK to visit its group companies and also involve in Industrial Training Programs at Bangalore. 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.
- 2.4 **Research and Development:** Both Parties have agreed to carry out the joint research activities in the fields of Electronics and Communications

- 2.5 **Skill Development Programs:** UTL to train the students of SRK on the emerging technologies in order to bridge the skill gap and make them industry ready
- 2.6 **Guest Lectures:** UTL to extend the necessary support to deliver guest lectures to the students of the SRK on the technology trends
- 2.7 **Faculty Development Programs:** UTL to train the Faculties of SRK
- 2.8 Both Parties to obtain all internal approvals, consents, permissions, and licenses of whatsoever nature required for offering the Programmes on the terms specified herein
- 2.9 Financial considerations can be decided at the time of issuing work orders

**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 **Training Partner** or **UTL**, as the case may be, will take effective steps for implementation of this MOU. Any act on the part of **Training Partner** or **UTL**, 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 **UTL** and **SRK** 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.

**AGREED:**

For UTL Technologies Ltd

For SRK Institute of Technology.

  
\_\_\_\_\_  
Authorized Signatory

\_\_\_\_\_  
Authorized Signatory

<b>UTL Technologies Ltd</b>	<b>SRK Institute of Technology</b>
No.19/6, Ashokapuram School Road,	No 3-44, Enikepadu
Industrial Suburb, Yeshwanthpur	Vijayawada
Bangalore	Andhra Pradesh, INDIA - 521108
Karnataka, INDIA – 560 022	
Phone: +91 80 23472171	Phone: 9866409999
Website: <a href="http://www.utltraining.com">www.utltraining.com</a>	Website: <a href="http://www.srkit.in">www.srkit.in</a>
Email – <a href="mailto:srinivasraju@utltraining.com">srinivasraju@utltraining.com</a>	Email -

Witness1:

Witness2:

SRK Institute of Technology 2017.18 Audit

ENIKEPADU  
VIJAYAWADA

Utl Technologies  
Ledger Account

1-Apr-2017 to 31-Mar-2018

Date	Particulars	Vch Type	Vch No.	Debit	Credit	Page 1
23-6-2017	Cr Syndicate Bank(College-392)	Payment	1259	1,49,040.00		
27-6-2017	Dr Technical Training	Journal	183		1,49,040.00	
15-12-2017	Cr Syndicate Bank(College-392)	Payment	3742	1,16,640.00		
	Dr Technical Training	Journal	409		1,16,640.00	
19-3-2018	Cr Syndicate Bank(College-392)	Payment	4954	73,278.00		
	Dr Technical Training	Journal	547		73,278.00	
				<b>3,38,958.00</b>	<b>3,38,958.00</b>	

All the above information is reflected in the Audit statements.  
Above statement is true & correct as per best of my knowledge.



For SPKR & ASSOCIATES  
CHARTERED ACCOUNTANTS

*R. Subrahmanya*

PARTNER.  
FRN: 014518S MNO: 220807

*[Signature]*

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SRK Institute of Technology  
ENIKEPADU, VIJAYAWADA-521 108

SRK Institute of Technology 2017.18 Audit

ENIKEPADU  
VIJAYAWADA

Utl Technologies  
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				<b>3,38,958.00</b>	<b>3,38,958.00</b>

All the above information is reflected in the Audit statements.  
Above statement is true & correct as per best of my knowledge.



For SPKR & ASSOCIATES  
CHARTERED ACCOUNTANTS

*R. Subrahmanya*

PARTNER.  
FRN: 014518S MNO: 220807

*[Signature]*

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ENIKEPADU, VIJAYAWADA-521 108

# People Assets Learning Services (India) Pvt Ltd



## TRANSITION TO INDUSTRY MADE EASY

BILL NO. PALS/SRKIT/20171101

18 NOVEMBER 2017

BILL TO

**Dr. Haritha Dasari**  
HOD, Department of Computer Science  
SRK Institute of Technology  
44, Eluru Rd, Enikepadu, Vijayawada  
Andhra Pradesh 521108

MESSAGE

*Hermann Ebbinghaus described the Forgetting Curve, which demonstrates how about 70% of any new information is lost within 24 hours if we don't make an effort to retain it.*

**Do you have a plan to retain and recall your recent learning?**

GST No:

PAN:

SNO	SESSION	DESCRIPTION	UNIT PRICE
01	November 2017	Transition to Industry - Poorna Phase	Rs. 15,000

Poorna program details - Business problem, Business Analysis, SRS, UI / UX, Testing, Programming, Database design

TOTAL Rs. 15,000

GST ----

NET PAYABLE **Rs. 15,000**

TOTAL DUE BY DATE

CIN: U80901TG2012PTC085072 | PAN: AAHCP0050B

BANK: UNION BANK OF INDIA | BRANCH: GAYATRI NAGAR, HYDERABAD-500 097

A/C NO: 6102 0101 0050 182 | IFSC: UBIN 056 1029

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ENIKEPADU, VIJAYAWADA-521 108

5/24/2021

Gmail - Fwd: Proforma Invoice / Quotation for POORNA program



rahul ambedkar <rahul59985@gmail.com>

---

## Fwd: Proforma Invoice / Quotation for POORNA program

---

Dasari Haritha <dr.dasariharitha@gmail.com>  
To: rahul ambedkar <rahul59985@gmail.com>

Mon, May 24, 2021 at 3:11 PM

----- Forwarded message -----

From: **Amarnath Hari** <amar@pals.center>  
Date: Sat, Nov 4, 2017 at 1:11 PM  
Subject: Re: Proforma Invoice / Quotation for POORNA program  
To: Principal SRK <principalsrk@gmail.com>  
Cc: Dasari Haritha <dr.dasariharitha@gmail.com>, <harithadasari@rediffmail.com>, Ravikumar J.V. <ravikumar.jv@pals.center>, J V Ravikumar Advocate <adviseontax@gmail.com>, <aecvijayawada@gmail.com>

Dear Sir

Thank you for confirming the program. I look forward to conduct the sessions.

regards

Amarnath Hari

Program Director  
POORNA | PARI-POORNA | SAM-POORNA

+91 961 897 2070

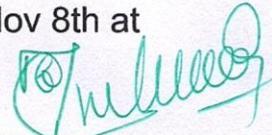
On 4 Nov 2017 13:06, "Principal SRK" <principalsrk@gmail.com> wrote:

Dear Sir

This is to confirm the poorna programme to be conducted from Nov 8th at SRKIT, We will provide you the accommodation in campus.

Thank you

Regads

  
PRINCIPAL  
SRK Institute of Technology  
ENIKEPADU, VIJAYAWADA-521 108

5/24/2021

Gmail - Fwd: Proforma Invoice / Quotation for POORNA program

Principal  
SRKIT

On Sat, Nov 4, 2017 at 10:06 AM, Amarnath Hari <amar@pals.center>  
wrote:

FYI POORNA program brochure is attached.

regards

Amarnath Hari

**PROGRAM DIRECTOR**

**POORNA | PARIPOORNA | SAMPOORNA**

Building The Next Generation Of Professionals

**Novice »» Skilled »» Competent**

Mobile. +91 961 897 2070

**Program**

HARI, Amarnath +91 961 897 2070

**Finance & Accounts**

J.V. Ravikumar +91 988 592 7639

**Curriculum**

PAILA, Nagesh +91 944 804 1608

On Sat, Nov 4, 2017 at 9:20 AM, Amarnath Hari <amar@pals.center>  
wrote:

Dear Principal, SRKIT

The POORNA program is a flagship educational program of our  
company - PEOPLE ASSETS LEARNING SERVICES (INDIA) PVT  
LTD.

Please see the attached proforma invoice / quotation for the POORNA  
program to be conducted for students of your institute.

The current list price (Fee) of the POORNA program is Rs. 6000 /  
student

After a New-Business discount of 50% the fee is now Rs. 3000 /  
student.

Kindly note the minimum expected class size is 20 and maximum is  
30 students.



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The prerequisites for this course is some ability to work on a desktop computer. The course does not presume any programming knowledge, so students from other disciplines can attend this course as long as they are curious and bring with them an attitude of hard work.

POORNA is a composite program and comprises of:

### **COMMUNICATION SKILLS**

1. News Reading Program
2. Blog writing
3. Learning 100 IT & 100 English Vocabulary terms

### **PRODUCTIVITY SKILLS**

4. Learning Touch Typing
5. Time Management program

### **MANAGEMENT INTERFACE SKILLS**

6. Project Planning & Estimation
7. Project Presentation & Reporting

### **PERSONALITY DEVELOPMENT**

8. USP - Unique Selling Proposition program
9. 18 Gunas program

### **PROGRAMMING LANGUAGES**

10. Primary - PHP | HTML5 | CSS3 | MYSQL
11. Additional - PYTHON | JAVA

### **APPLICATION DEVELOPMENT**

12. Developing Business Application - University Management System
13. Designing User Interfaces (UI) and User Experiences (UX)
14. Database Dictionary & Database Design

### **SW QUALITY ASSURANCE**

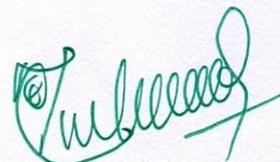
15. Developing Unit Test Cases

Copy Dr. Haritha (HOD CSC)

Copy to J.V. Ravikumar (Our company Finance Manager)

Copy to Sekhar Ambatipudi (Our company representative in AP)

regards



SRK Institute of Technology  
ENKERAPU, VILAYATIADA-521 108

5/24/2021

Gmail - Fwd: Proforma Invoice / Quotation for POORNA program

Amarnath Hari

**PROGRAM DIRECTOR**

**POORNA | PARIPOORNA | SAMPOORNA**

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**PEOPLE ASSETS LEARNING SERVICES (INDIA) PVT LTD.**

**Program**

HARI, Amarnath +91 961 897 2070

**Finance & Accounts**

J.V. Ravikumar +91 988 592 7639

**Curriculum**

PAILA, Nagesh +91 944 804 1608



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5/24/2021

Gmail - POORNA program at SRKIP campus



Dasari Haritha <dr.dasariharitha@gmail.com>

## POORNA program at SRKIP campus

7 messages

**AMARNATH HARI** <amarnath.hari.pals@gmail.com>

Mon, Nov 6, 2017 at 6:45 PM

To: sairaghavendra2259@gmail.com, gudurulikith@gmail.com, raghavanthethor@gmail.com, srujanaboddapati@gmail.com, makkenanarendrababu@gmail.com, krishnachaitanya0534@gmail.com, manojmanojg2@gmail.com, rameshega2637@gmail.com, govind.naidu.don@gmail.com, jainrohan56@gmail.com, charanchandansai@gmail.com, abhinay4mannem@gmail.com, padmapriyadevarapu@gmail.com, madhukalyan1234@gmail.com, nandini.jampani09@gmail.com, sahithi309@gmail.com, likhithalanke@gmail.com, praveenadurga.99@gmail.com, potharlankapriya@gmail.com, ramyachennupati04@gmail.com, deepthisarikonda1919@gmail.com, pranathitungala@gmail.com, jashnaviejjada194@gmail.com, garikipati.rajitha123@gmail.com, saranyagundapaneni@gmail.com, chalasanipushpa79@gmail.com, likhithau99@gmail.com  
Cc: Dasari Haritha <dr.dasariharitha@gmail.com>

Dear Learners

Thank you once again for registering for the POORNA program at the SRKIT campus. I am looking forward to sharing my knowledge of the Business and IT world and also to learn from your generation - your outlook, approach and mainly your energy.

Please note the POORNA program will commence

DATE - Wednesday 08 November

TIME - 9:00 AM

LOCATION - Please assemble outside Dr. Haritha's office.

--  
regards

Amar

**Amarnath Hari**  
Program Director  
P A L S (India) Pvt Ltd

Mobile. +91 96189 72070

**SRK Institute of Technology**  
ENIKEPADU, VIJAYAWADA-521 108

Mon, Nov 6, 2017 at 7:18 PM

**Krishna Chaitanya Maraju** <krishnachaitanya0534@gmail.com>

To: AMARNATH HARI <amarnath.hari.pals@gmail.com>

Cc: sai raghavendra <sairaghavendra2259@gmail.com>, gudurulikith@gmail.com, raghavan srinivasa <raghavanthethor@gmail.com>, srujana boddapati <srujanaboddapati@gmail.com>, narendrababu makkena <makkenanarendrababu@gmail.com>, manojmanojg2@gmail.com, rameshega2637@gmail.com, Govind Naidu <govind.naidu.don@gmail.com>, jainrohan56@gmail.com, charan sharma <charanchandansai@gmail.com>, abhinay4mannem@gmail.com, padmapriyadevarapu@gmail.com, Madhu Kalyan Bitra <madhukalyan1234@gmail.com>, nandini.jampani09@gmail.com, sahithi309@gmail.com, likhithalanke@gmail.com, praveenadurga.99@gmail.com, potharlankapriya@gmail.com, deepthisarikonda1919@gmail.com, jashnaviejjada194@gmail.com, garikipati.rajitha123@gmail.com, saranyagundapaneni@gmail.com, Dasari Haritha <dr.dasariharitha@gmail.com>, pranathitungala@gmail.com

5/24/2021

Gmail - POORNA program at SRKIP campus

Thanks, I will be there.

[Quoted text hidden]

**AMARNATH HARI** <amarnath.hari.pals@gmail.com>  
To: dravidveerabattina8@gmail.com  
Cc: Dasari Haritha <dr.dasariharitha@gmail.com>

Tue, Nov 7, 2017 at 7:20 PM

Dear Sivasairishithasri

Thank you once again for registering for the POORNA program at the SRKIT campus. I am looking forward to sharing my knowledge of the Business and IT world and also to learn from your generation - your outlook, approach and mainly your energy.

Please note the POORNA program will commence

DATE - Wednesday 08 November

TIME - 9:00 AM

LOCATION - Please assemble outside Dr. Haritha's office.

--

regards

Amar

**Amarnath Hari**  
Program Director  
P A L S (India) Pvt Ltd

Mobile. +91 96189 72070

[Quoted text hidden]

**AMARNATH HARI** <amarnath.hari.pals@gmail.com>

Wed, Nov 8, 2017 at 10:37 PM

To: sai raghavendra <sairaghavendra2259@gmail.com>, guduru likith <gudurulikith@gmail.com>, raghavan srinivasa <raghavanthethor@gmail.com>, srujana boddapati <srujanaboddapati@gmail.com>, narendrababu makkena <makkenanarendrababu@gmail.com>, Krishna Chaitanya Maraju <krishnachaitanya0534@gmail.com>, manoj Manoj g <manojmanojg2@gmail.com>, Ramesh Ega <rameshega2637@gmail.com>, Govind Naidu <govind.naidu.don@gmail.com>, Rohan Jain <jainrohan56@gmail.com>, charan sharma <charanchandansai@gmail.com>, abhinay mannem <abhinay4mannem@gmail.com>, padmapriyadevarapu@gmail.com, Madhu Kalyan <madhukalyan1234@gmail.com>, nandini jampani <nandini.jampani09@gmail.com>, Sahithi 309 <sahithi309@gmail.com>, Likhitha Lanke <likhithalanke@gmail.com>, praveenadurga.99@gmail.com, potharlankapriya@gmail.com, ramya chennupati <ramyachennupati04@gmail.com>, deepthisarikonda1919@gmail.com, pranathi tungala <pranathitungala@gmail.com>, Jashnavi Ejjada <jashnaviejjada194@gmail.com>, garikipati.rajitha123@gmail.com, Gundapaneni Lakshmi Saranya <saranyagundapaneni@gmail.com>, chalasani pushpa <chalanipushpa79@gmail.com>, LIKHITHA U <likhithau99@gmail.com>, Veerabattina Dravid <dravidveerabattina8@gmail.com>

Cc: Dasari Haritha <dr.dasariharitha@gmail.com>

Dear Learners

Today - Wednesday, was the first day of the POORNA program at SRKIT. It was very fulfilling to see this program take off at this campus. Madam Haritha and I have been working for 3+ months to first get SRK management consent and then student

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SRK Institute of Technology

SRK Institute of Technology  
SRKIPDA-521 108

registrations.

During the course of the day I received feedback that some students are not quite sure of the outcome of this program;

1. Question: Why does the course have components such as Values, Ethics and Time Management?

*Answer: Because these are important components of a job and have to be demonstrated / practiced throughout your career, both during the technical stage and later at the management level. Values and Ethics are required of every service provider.*

2. Question: Are these topics relevant to getting jobs in the IT industry?

*Answer: Yes, Knowing that you the job seeker is practicing Ethics and Values will make you stand out with a Unique Selling Proposition (USP).*

3. Question: Are we going to learn programming languages?

*Answer: Yes, we will develop a University Management System using HTML5 and CSS3 to program the frontend and PHP for the backend. In doing so each Learner will learn to play multiple roles:*

*Business Analyst,  
Database Analyst,  
SW Quality Analyst  
UI / UX designer  
Programmer Analyst*

*Getting to play these multiple roles will prepare you for a FULL STACK PROGRAMMER (FSP) job.*

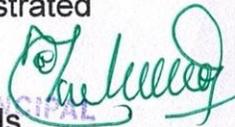
*Check job sites and you will see multiple companies advertising FSP jobs.*

*FSP's are unique and command top salaries in India and abroad.*

In the PM session we discussed the IMPORTANT vs URGENT matrix under time management. This concept is very useful for both your personal and professional lives.

Mr. Bhagyaraju's team and Mr. Naresh's team did a very good job of their assigned roles. Each team member demonstrated they understood their role very well and researched the internet for relevant materials.

Towards the end of the day (EOD) Mr. Chandan wrote a simple C-program to add 2 integers. Programmer Analyst - Ms. Nandini helped to document the program. Quality Analyst - Mr. Chandan completed the task by capturing errors, displaying error messages, looping back and displaying the results when input was valid.

  
PRINCIPAL  
SRA Institute of Technology  
SRKIPADU, VIJAYAWADA-521 108

5/24/2021

Gmail - POORNA program at SRKIP campus

This is the amount of due diligence required to get full marks and impress recruiters.

On Thursday - Day 2, we will dive deeper into developing the University Management System.

Today we were in the Forming, Storming stage.

On Thursday I am looking forward to completing the Norming stage and enter the Performing stage.

I am eagerly looking out for a larger turnout.

regards

Amarnath Hari  
+91 961 897 2070

---

Dasari Haritha <dr.dasariharitha@gmail.com>

To: AMARNATH HARI <amarnath.hari.pals@gmail.com>

Cc: sai raghavendra <sairaghavendra2259@gmail.com>, gudurulikith <gudurulikith@gmail.com>, raghavan srinivasa <raghavanthethor@gmail.com>, srujana boddapati <srujanaboddapati@gmail.com>, narendrababu makkena <makkenanarendrababu@gmail.com>, Krishna Chaitanya Maroju <krishnachaitanya0534@gmail.com>, manoj Manoj g <manojmanojg2@gmail.com>, Ramesh Ega <rameshega2637@gmail.com>, Govind Naidu <govind.naidu.don@gmail.com>, Rohan Jain <jainrohan56@gmail.com>, charan sharma <charanchandansai@gmail.com>, abhinay mannem <abhinay4mannem@gmail.com>, padmapriyadevarapu@gmail.com, Madhu Kalyan <madhukalyan1234@gmail.com>, nandini jampani <nandini.jampani09@gmail.com>, Sahithi 309 <sahithi309@gmail.com>, Likhitha Lanke <likhithalanke@gmail.com>, praveenadurga.99@gmail.com, potharlankapriya@gmail.com, ramya chennupati <ramyachennupati04@gmail.com>, deepthisarikonda1919@gmail.com, pranathi tungala <pranathitungala@gmail.com>, Jashnavi Ejjada <jashnaviejjada194@gmail.com>, garikipati.rajitha123@gmail.com, Gundapaneni Lakshmi Saranya <saranyagundapaneni@gmail.com>, chalasani pushpa <chalsanipushpa79@gmail.com>, LIKHITHA U <likhithau99@gmail.com>, Veerabattina Draavid <draavidveerabattina8@gmail.com>

Thu, Nov 9, 2017 at 7:29 AM

Dear all,

Try to google and understand the need and significance of full stack programmer jobs. If not connect with any of alumni members to make you to understand the demand for full stack programmers. I strongly believe that this program will help you to become FSPs. Do keep trust on my words and get benefit out of it.

Haritha

[Quoted text hidden]

---

AMARNATH HARI <amarnath.hari.pals@gmail.com>

To: pb.raj587@gmail.com, naresh.ceeri@gmail.com, p.rani574@gmail.com, amudalapallivinay999@gmail.com, tejeshvitw@gmail.com

Cc: Dasari Haritha <dr.dasariharitha@gmail.com>

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SRKIP  
ENIKEPADU, VIJAYAWADA-521 108

Thu, Nov 9, 2017 at 10:32 PM

5/24/2021

Gmail - POORNA program at SRKIP campus

This message to the faculty members attending the POORNA program.

regards

Amarnath Hari

[Quoted text hidden]

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**AMARNATH HARI** <amarnath.hari.pals@gmail.com>

To: pb.raj587@gmail.com, naresh.ceeri@gmail.com, p.rani574@gmail.com, teleshvitw@gmail.com, amudalapallivinay999@gmail.com

Cc: Dasari Haritha <dr.dasariharitha@gmail.com>

Thu, Nov 9, 2017 at 11:11 PM

End of Day-1 (EOD) message forwarded to the faculty members attending the POORNA program at SRKIT.

regards

Amarnath Hari

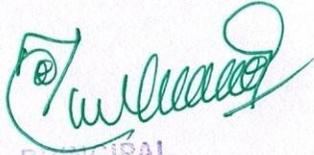
+91 961 897 2070

----- Forwarded message -----

From: **AMARNATH HARI** <amarnath.hari.pals@gmail.com>

[Quoted text hidden]

[Quoted text hidden]

  
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SRK Institute of Technology  
ENIKEPADU, VIJAYAWADA-521 108

SRK Institute of Technology 2017.18 Audit  
ENIKEPADU  
VIJAYAWADA

Acharya Educational Societies  
Ledger Account

1-Apr-2017 to 31-Mar-2018

Date	Particulars	Vch Type	Vch No.	Debit	Credit
11-10-2017	Dr Technical Training	Journal	355		
16-10-2017	Cr Syndicate Bank(College-392)	Payment	2984	1,71,450.00	1,71,450.00
7-11-2017	Cr Syndicate Bank(College-392)	Payment	3230	94,500.00	
	Dr Technical Training	Journal	381		94,500.00
20-1-2018	Cr Syndicate Bank(College-392)	Payment	4185	1,08,000.00	
	Dr Technical Training	Journal	462		1,99,800.00
	Dr Technical Training	Journal	466		1,08,000.00
22-3-2018	Cr Syndicate Bank(College-392)	Payment	5023	1,99,800.00	
				<b>5,73,750.00</b>	<b>5,73,750.00</b>

All the above information is reflected in the audit statements.  
Above statement is true & correct as per best of my knowledge.



For SPKR & ASSOCIATES  
CHARTERED ACCOUNTANTS

*R. Raghav*

PARTNER.

FRN: 014518S MNO: 220807

*[Handwritten Signature]*

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SRK Institute of Technology  
ENIKEPADU, VIJAYAWADA-521 108

Letter to Mgt. Proposed

10 April 2017

To

The Chairman  
SRK Foundation  
Vijayawada

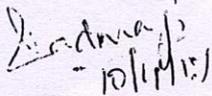
Honourable Sir,

Subject: Requisition for establishing Business English Training Programme and BEC  
Exam Centre- Regs.

I wish to put before you a proposal to help our students master English language skills that would give them a competitive edge. Acharya Educational Services, Bangalore, has formally given us consent to train both students and faculty for 25 days at rate two hours per day (50 hour duration).

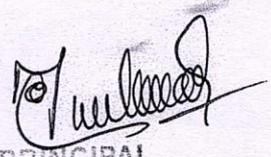
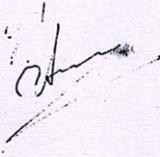
I am hereby submitting their proposal with invoice for your perusal.

Yours faithfully,



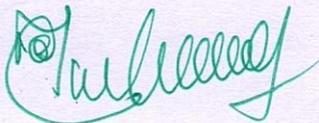
Dr. A. Padmaja

Assoc. Professor in English



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# AES

ACHARYA EDUCATION  
SERVICES PVT LTD

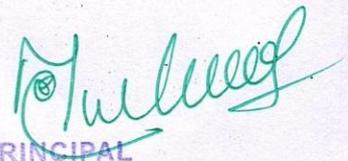
## CAMBRIDGE ENGLISH LANGUAGE ASSESSMENT

### Business English Certificate (BEC)

PROPOSAL  
SRKIT Vijayawada  
25<sup>th</sup> September 2017

Suitable for Management, Engineering and any other Professional  
course students

By:  
Mr. K.V.V.S.Murthy  
Vice President and CEM (Cambridge Center Exams Manager)  
Authorized Exam center Number: IN995  
Acharya Education Services, Bangalore  
Mobile: 9525707843/9731700660



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ENIKEPADU, VIJAYAWADA-521 108

## Introduction

*Acharya Education Services* is committed to transforming the academic landscape of the educational institutions with a slew of courses in collaboration with the global leader, Cambridge University. AES ensures excellence when it comes to English proficiency and communicational skills and helps in shaping the future generation to meet the communication needs globally.

**AES – School of Languages** is committed to teaching English and other foreign languages, to attain a measure of proficiency through appropriate test and certifications that is recognized internationally. The training material and content is developed and edited by a team of language experts. Besides, the content is periodically revised and updated.

### Centers of AES:

**Center for English Language Training** – Designs and conducts short-term and long-term English Language Proficiency programs for international students from 60 different countries.

**Center for English Language Testing** – Is an authorized testing center for TOEFL iBT and open testing centre of Cambridge Language Assessment.

**Center for Foreign Languages** – Conducts various levels of training programs in French, Spanish, Japanese and German.

### About Cambridge ESOL Exams:

With over 100 years of experience and expertise, Cambridge English is a unique approach to learning English. Cambridge English is driven by world-class research and a profound commitment to:

- delivering educationalexcellence
- providing increased opportunities for learners andteachers
- offering value to teachers, educational institutions andemployers
- Promoting language learning to benefit society as awhole.

Cambridge English exams are accepted by over 20,000 universities, employers and governments around the world.

Our proposal covers the following areas of association.



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## **About Business English Certificate (BEC)**

### **Objective**

BEC helps to develop cross-cultural communication skills and overall development of the students. Business Certificates are designed to give practical skills to succeed in English-speaking international business environments.

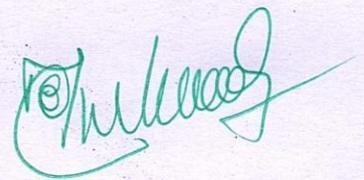
Business English Certificates are offered in three levels. The levels are aligned to the Common European Framework of Reference for Languages (CEFR) –the internationally recognized standard for describing language ability.

- A. Cambridge English: Business Preliminary - CEFR Level B1
  - B. Cambridge English: Business Vantage - CEFR Level B2
  - C. Cambridge English: Business Higher - CEFR Level C1
- These certificates are valid for lifetime.

### ***Business English Certificate (BEC) advantages:***

- Achieve ambitions in international business
- Boost your students' employability
- Excel in business-related studies with proven English language skills
- Accepted globally by top multinational corporations as well as education institutions and business schools
- Accepted for all categories of UK visa application, including Tier 2 and 4 covering work and study
- Makes recruitment easier

A pre-assessment test will be conducted to identify the students' level of proficiency and group them accordingly. Post assessment test will be conducted after which the students will be allowed to take the Cambridge test to ensure the best result.



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**Training Fee:**

**For students: 1500.00** (One Thousand Five Hundred & Fifty Rupees Only) per student inclusive of all prevailing Taxes.

**For Faculty: 1500.00** (One Thousand Five Hundred & Fifty Rupees Only) per faculty inclusive of all prevailing Taxes.

1. Programme shall be delivered after 10 days from confirmation of Order.
2. The above pricing is given on the basis of about 4000 students availing the training programme in multiple batches continually.

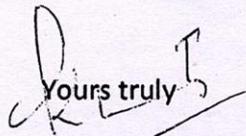
**Payment Terms:** 100% along with confirmed list of students before the start of the training programme

**Deliverables:**

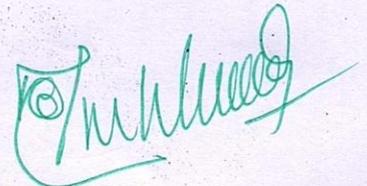
- The programme for students will be for duration of 50 Hrs, which includes 30hrs for Basic Communication Skills, 5Hrs of employability skills and 15 Hrs for BEC (P) examination training. Interested students may opt for BEC Certification from Cambridge by paying the requisite examination fee. For final year students 35 Hrs for Basic Communication and 15Hrs of employability skills shall be offered.
- The faculty development programme will be offered for duration for 50 Hrs and would include modules for improvement of teaching skills. Day wise schedule for the same shall be shared once the programme is confirmed.
- AES would train the students of the SRK FOUNDATION in 4 batches of students not exceeding 60 per batch.
- The programme duration would be for 50 Hrs.
- AES shall provide course handouts to the students.
- AES shall conduct a English Language Assessment Diagnostic test of the students prior to commencement of the training.
- AES shall conduct a post training evaluation and issue **Certificate** of Completion to the students.
- AES shall take feed back from the students at the end of the programme and it shall be used to further improve the delivery of the programme.

**Requirements from SRK FOUNDATION:**

- SRK FOUNDATION shall nominate a programme coordinator (SPOC) to coordinate with AES.
- SRK FOUNDATION shall ensure attendance of the students for the training programme.
- SRK FOUNDATION shall inform AES the schedule and timetable of the programme at-least before 2 working days.
- *SRK FOUNDATION shall arrange accommodation & food for the trainers in a good Guest House.*

Yours truly  


(K.V.V.S.Murthy)



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ENIKEPADU, VIJAYAWADA-521 108

On Wed, Feb 22, 2017 at 3:33 PM, Srinivaas Rao Gumidelli <[srao@cambridge.org](mailto:srao@cambridge.org)> wrote:

Dear Madam

Please find attached the BEC- Exam Proposal which was sent to you earlier too by my colleague .

I am resending the same for your consideration, please be informed that these prices are valid till 30 April 2017 only , post that the prices will go up , we will intimate the same to once we receive the details from examinations board.

Please feel free to call me for any further clarifications.

Thanks  
Regards

Srinivaas Rao  
Regional Manager-ELT South  
Cambridge University Press India Pvt Ltd  
3-5-874/6/4, Street No-5  
Hyderguda ,  
Hyderabad  
Mobile - 9849512454



**CAMBRIDGE  
UNIVERSITY PRESS**

EFL

40-50 hrs training prog / 4500/-

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ENIKEPADU, VIJAYAWADA-521 108



**ACHARYA EDUCATION SERVICES**  
**AUTHORISED CAMBRIDGE TESTING CENTRE IN995**

PROFORMA INVOICE for SRKIT Faculty training

No. PRO/AES/16-17/19

May 15, 2017

To

M/S SRKIT

Vijayawada

Ref: As per the data given for training and testing from SRKIT.

Training for the BEC Higher for 103 faculty members of SRKIT @ 2000 = 2,06,000  
Service Tax@15% = 32,400

---

Total Amount = 2,38,400  
(Two Lakhs thirty eight thousand four hundred only)

Dates of training are from 5<sup>th</sup> June to 12<sup>th</sup> June

Request you to RTGS 50% of the amount to the account given below before 31<sup>st</sup> of May 2017  
And rest 50% after the commencement of training.

**ACHARYA EDUCATION SERVICES PRIVATE LIMITED**

**BANK ACCOUNT NO:-----560010200004046**

**BANK NAME AND BRANCH:-----AXIS BANK LTD, PEENYA, BANGALORE – 560057**

**IFSC CODE:-----UTIB0000560 (For Domestic transfers)**

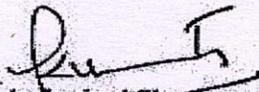
**SWIFT CODE:-----AXISINBB560 (For International transfers)**

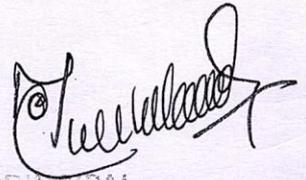
**MICR CODE:-----560211018**

**PAN NO: AAHCA1258N**

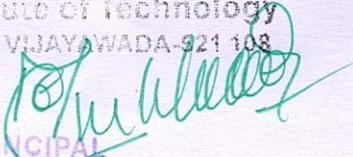
**SERVICE TAX NO: AAHCA1258NSD001**

For Acharya Education Services Pvt Ltd

  
Authorized Signatory

  
PRINCIPAL

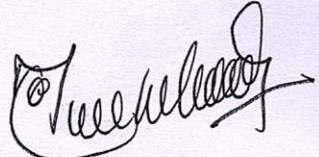
SRK Institute of Technology  
ENIKEPADU, VIJAYAWADA-521 108

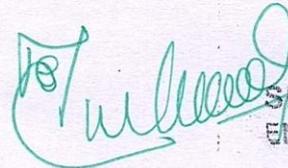
  
PRINCIPAL

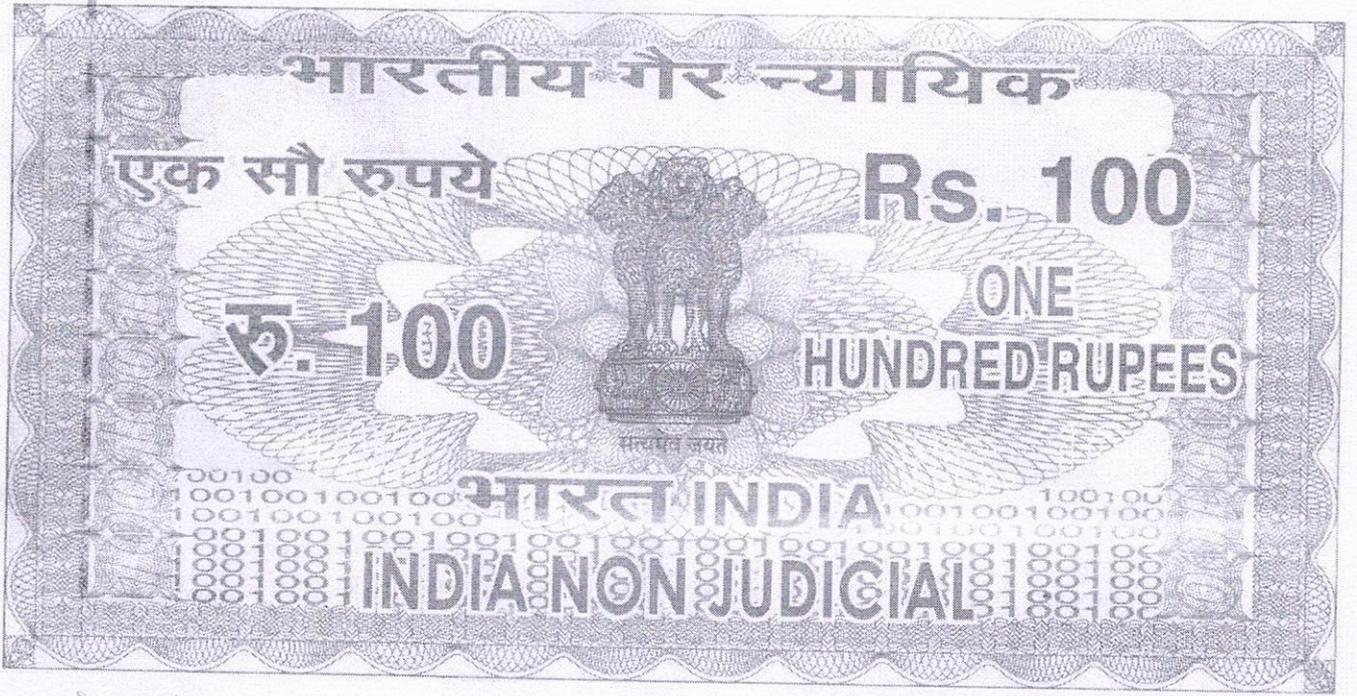
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**PROFORMA INVOICE**

INV NO: AESPL/ 2017-18/07		DATE: 11.10.2017
<b>To</b> <b>The Chairman</b> <b>SRK FOUNDATION</b> <b>Vijayawada</b>		
SLNo.	Particulars	Amount (Rs.)
1	Training for 227 Students on English Communication & BEC Training Program for October 2017	288560.00
	CGST @ 9%	25,970.00
	SGST @ 9%	25,970.00
<b>Total</b>		<b>3,40,500.00</b>
<p><b>Rupees: Seventy Five Thousand only</b></p> <p>GST NO: 29AAHCA1258N1ZA          PAN NO: AAHCA1258N          Please RTGS/DD to the below mentioned Account number</p> <p><b>Bank Details</b>          Acharya Education Services Pvt Ltd          AXIS BANK LTD, PEENYA, BANGALORE          ACCOUNT NO: 560010200004046          IFSC CODE: UTIB0000560</p> <p><b>Terms of payment: 100% advance</b></p> <p style="text-align: right;">-sd-  <b>AUTHORIZED SIGNATORY</b></p>		

  
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 ENIKEPADU, VIJAYAWADA-521 108



Serial No: 7124

Purchased By :

K.ASHOK

S/O.K.RAMADAS

VIJAYAWADA

ఆంధ్ర ప్రదేశ్ ఆంధ్ర ప్రదేశ్ ANDHRA PRADESH

Denomination: 100

Date 30-11-2017

For :

SRK FOUNDATION

ENIKEPADU

Stamp S. no

B7 259402

Sub Registrar

Ex. Offico Stamp Vendor

SRO Patamata

### AGREEMENT BETWEEN

ANDHRA PRADESH STATE SKILL DEVELOPMENT CORPORATION

VIJAYAWADA

AND

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

Andhra Pradesh 521108

The Agreement is executed on this 4<sup>th</sup> day of April 2018 (Effective Date) by and between, Andhra Pradesh State Skill Development Corporation having its office at 2<sup>nd</sup> Floor, NTR Administrative Block, PN Bus Station, Vijayawada - 520 013 hereinafter called the "APSSDC" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successors and assigns) represented by the MD&CEO of the first part; And SRK Institute of Technology having its office at Eluru Road, NH 5, Opposite Pratap Industries, Enikepadu, Vijayawada, Andhra Pradesh 521108, Krishnaherein 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.

PRINCIPAL

SRK Institute of Technology  
ENIKEPADU, VIJAYAWADA-521 108.

PRINCIPAL

SRK INSTITUTE OF TECHNOLOGY  
ENIKEPADU, VIJAYAWADA

## **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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SRK INSTITUTE OF TECHNOLOGY  
ENIKEPADU, VIJAYAWADA

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

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

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

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

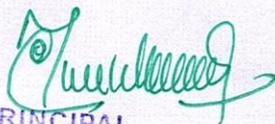
### 3. SCOPE OF SERVICES / PROJECT

- 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

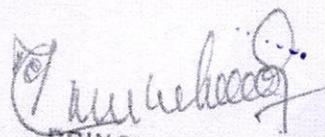
- Select reputed academic/Industrial Training Institutions through a stipulated procedure.
- Provide a platform for registration of trainees online and mapping of institutions and students
- Provide equipment with latest technology to fill up the gap required to suit the skill development training requirements –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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3



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- To get the evaluation of the Skill Development programs done by third party for assessing the impact with respect to quality and quantitative placements.

- Exercise its right to cancel the permission now granted to the institutions in the event of not fulfilling their obligations.

#### 5. SCOPE OF THE SECOND PARTY

The Academic institution shall provide and follow the guidelines presented:

##### SDC:

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

##### CM's SEC:

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

##### Infrastructure:

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

##### Adequate security:

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

##### Faculty & Students:

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

##### Residential Facilities:

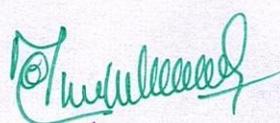
- At least 50% of intake capacity to students of other colleges with residential facilities (100 boys & 50 girls at nominal cost) i.e., food & accommodation.
- Food and accommodation for 5 mentors (boy / girl) deputed by APSSDC to the college to coordinate and execute the APSSDC programs without any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

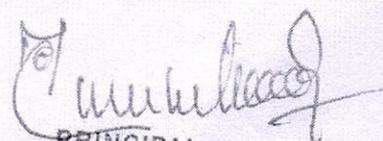
##### Clubs:

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

##### Warranty & Equipment:

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

  
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## Compliances:

- **KPIs** – Key Performance Indicators (KPIs) will be developed in mutual consultation with colleges and APSSDC.
- **Monitoring:** The activities of CM's Skill Excellence Centers: ICT Labs shall be regularly monitored through an IT monitoring system at APSSDC on a real time basis and also through the monitoring committee of APSSDC.
- **Management Information System:** To submit all reports and documents relating to progress of the students on rolls, Accounts, Audit and Annual Work Plan, as specified at such frequency as may be required by 'THE FIRST PARTY'.
- Details of Data of Number of students passed out, placed (Trained for Employability), and unplaced on year-on-year basis.
- Institutions will face punitive action amounting to withdrawal of the laptops given under this Project if found to be:
  - ❖ Charging capitation fee or indulging in any other malpractice
  - ❖ Provided false data in their reports.
  - ❖ Unable to achieve targets set by APSSDC/themselves in Proposals consistently
  - ❖ Any non-compliance with the terms and conditions of this Agreement

## 6. REVENUE GENERATED

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

## 7. BREACH OF AGREEMENT & REMEDIAL PERIOD

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

## 8. CONFIDENTIAL INFORMATION

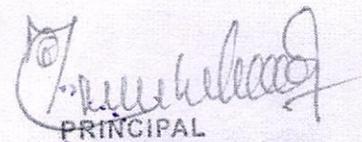
Each Party may disclose Confidential Information:

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



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## 9. LIMITATION OF LIABILITY

Except as agreed and provided under this Agreement, neither of the Parties shall be liable to bear or pay any damages arising out of loss of income, loss of profit, special, incidental, indirect, punitive, exemplary or consequential, to any party including third parties, and all such damages are 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.

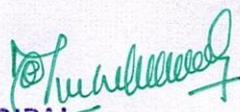
## 12. SEVERABILITY

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.

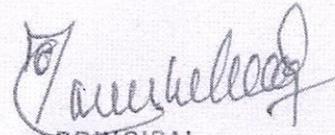
## 13. NOTICE

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  
2<sup>nd</sup> 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**

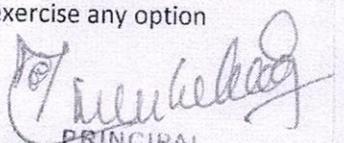
Nothing herein shall be construed to neither constitute a partnership between the parties hereto nor to authorize the SRK Institute of Technology save and except as provided herein or with the APSSDC's prior consent in writing, for making any representation.

#### **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

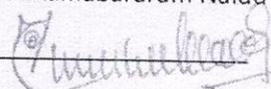
Signature: \_\_\_\_\_

Designation: Managing Director & Chief Executive Officer

**SRK INSTITUTE OF TECHNOLOGY**

**ENIKEPADU, VIJAYAWADA, 521108.**

Name: Dr. M. Ekamabararam Naidu

Signature: 

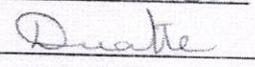
Designation: PRINCIPAL

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Witness

Name: Dr. D. Haritha

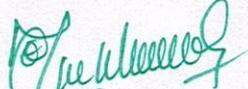
Name : \_\_\_\_\_

Signature: 

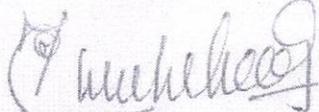
Signature: \_\_\_\_\_

Designation: Professor in CSE Dept

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

  
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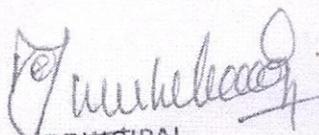
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Laptop Make and Model: Acer TMP 249-G2-M	
Technical Specification Inspection	
Processor	Intel Core i5-7200U Processor @ 2.5 GHz(Turbo Boost Upto 3.1 Ghz), 3MB Cache, 2-cores
Memory	16 GB DDR4 Memory, 2133 MHz
Internal Storage	500 GB SATA
Wireless Connectivity	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

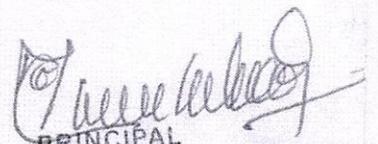
Details of course wise fee: **Workshops**

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 /-



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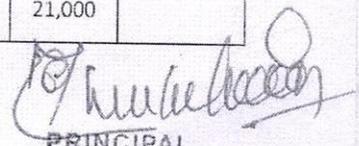
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Details of course wise fee: Certificate

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)
			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		

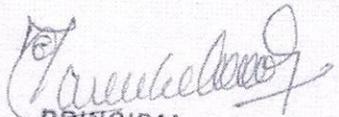
  
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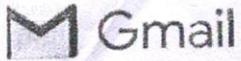
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20			iv) Software Development Engineer		21,000	
28	Civil/ Mechanical	Autodesk Certiport, Inc.	i) AutoCAD Professional	1 Week Worksh op & 2 hour practic e for 14 days	2,415	1,000 With Training
			ii) Revit Architecture Professional			
			iii) Revit 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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1002002



radhika ankala <radhikaankala@gmail.com>

**Fw: Google Android Developer Fundamentals Workshop:Reg..**

1 message

Wed, Aug 23, 2017 at 4:18 PM

haritha dasari <harithadasari@rediffmail.com>  
To: radhika ankala <radhikaankala@gmail.com>

Dr D.Haritha  
Professor in CSE Dept,  
SRK Institute of Technology,  
Vijayawada  
9440618096

From: Siva Prasad V Bommini <sivaprasad.b@apssdc.in>  
Sent: Wed, 23 Aug 2017 16:15:11  
To: chikkala.rajendra@gmail.com, harithadasari@rediffmail.com  
Subject: Google Android Developer Fundamentals Workshop:Reg..

Respected Sir/Madam,

We are elated to announce that **Andhra Pradesh State Skill Development Corporation** in Collaboration with **Google** is Organizing a 3-day **Google Android developer fundamentals Workshop** for students at Engineering Colleges in the state of Andhra Pradesh. In this regard we welcome you to participate in this workshop and help your students get updated with the latest mobile app development technology. **Certificates will be awarded to the students by APSSDC who have taken a part in the Phase 1 and Phase 2 workshop.**

**Pre - Requisites:**

1. JAVA Object Oriented Programming skills

**Hardware Requirements:**

Projector and Good Sound System with Microphone in the Lab is Mandatory  
Operating System : windows/ Ubuntu/ Mac  
RAM : 8 GB (recommended)  
Processor: i3 / i5 / i7  
Internet Connectivity for All the systems is Mandatory.

14-9-2017  
to  
17-9-2017

**Software Requirements:**

Latest Version of JAVA - To Download Click Here  
Latest Version of Android Studio - To Download Click Here

**Target Audience:**

IIIrd Year and Final Year CSE/ IT Students

Minimum Required Count : 60 (With Lab)

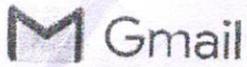
Fee per Student : Rs 250/- Per Phase.

Course Content For Phase 1:

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9/20/2017, 3:13 PM



radhika ankala <radhikaankala@gmail.com>

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## Google Android Developer Fundamentals Workshop

1 message

---

saraswathi A <saraswathi.a@apssdc.in>

Wed, Aug 30, 2017 at 11:08 AM

To: radhika ankala <radhikaankala@gmail.com>

Cc: Akash Sinha <akashapssdc@gmail.com>, prabhusandya.p@apssdc.in, pavankumar.apssdc@gmail.com

Greetings of the day...

Thank you for your interest in this workshop. We accept the proposed dates for the workshop. One day before the commencement of the workshop one trainer among the three trainers will be coming to your college to set up the required things for the workshop. Please arrange the necessary things for the trainer. All the trainers profiles will be sent to you soon. Please follow this link to register your students for this workshop (This is compulsory \*). Please give us the number of students attending this workshop as soon as possible.

--  
Thanks & Regards,

SARASWATHI.A

APSSDC

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DAY	TOPICS
DAY 1	Overview Of JAVA OBJECT ORIENTED PROGRAMMING, Install Android Studio and Run HelloWorld!, Making your First Interactive UI, Using Layouts, Working with TextView elements, Learning About Available Resources, Create and Start Activities, Activity Life Cycle and State, Activities, Using the Debugger and Implicit Intents, Testing your Application, Using Support Libraries
DAY 2	Using Keyboards, input Controls, Alerts and Pickers, Using an Options Menu and Radio Buttons, Using the App Bar and Tabs for Navigation, Creating a RecyclerView, Drawables Styles and Themes, Material Design: Lists, Cards and Colors
DAY 3	Using Espresso to test your UI, Create an Async Task, Connect to the Internet with Async Task and Async Task Loaders

## Course Content For Phase 2:

DAY	TOPICS
DAY 1	Broadcast Receivers, Notifications, Alarm Manager, Job Scheduler
DAY 2	Shared Preferences, Adding Settings to an App, SQLite Database, Searching a SQLite Database,
DAY 3	Implementing a minimal List Content Provider, Adding a content Provider to your Database, Sharing content with other Applications, Publishing App on Google Play Store

**NOTE: PHASE 2 workshop will be conducted after 30 days from the closing date of Phase 1 workshop. In the mean time we will follow up with the students and try to make them complete the given assignments by the trainers. If there is any further sessions needed for doubts clarification, our team will come online and get your students doubts clarified.**

We wish that you will make the best use of this workshop and enhance the skills of your students. Kindly confirm us the dates as soon as possible.

Please contact us in case of any query regarding this workshop

1. Tadi Pavan Kumar Reddy

Phone: +91 9515 265 273

Email: pavankumar.apssdc@gmail.com

2. Piniseti Prabhu Sandhya

Phone: +91 9948 426 208

Email: prabhusandya.p@apssdc.in

3. Neelapu Devi Anusha

Phone: +91 9100 965 131

Email: devianusha.n@apssdc.in

4. Pinjari Mastan Vali

Phone: +91 8500 782 761

  
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**ENIKEPADU, VIJAYAWADA-521 108**

**PAYABLE AT ANY BRANCH OF ANDHRA BANK**

ORIGINAL (Candidate copy)

Andhra Pradesh State Skill Development Corporation

Andhra Bank, Saifabad Branch

Secretariat Road, Saifabad

Hyderabad - 500004

Challan ACCOUNT		Bill COLL. Details	
Current A/C	053311100001440	Organization	GOAP
IFSC Code	ANDB0000533	Scheme	APSSDC
APSSDC Number	344052789801	Date	
College name	SRK Institute of Technology		
Programme name	Google Android Fundamentals Phase - 1 - 4th year		
Name	A. Radhika		
Mobile Number	9885986856	Registration Id	SRK
<b>Details</b>			
Course Fee			Amount*
Commission			1750/-
			10.00/-
		<b>Total</b>	<b>1760.00/-</b>
In words rupees	ONE THOUSAND SEVEN HUNDRED SIXTY RUPEES ONLY		
Amount received by the Bank (in Figures)			
(Signature of the Remitter)	Cashier	Manager	

\* NOTE: The amount once paid will not be refunded back. Hence the candidate shall verify the particulars before making the payment.

**PAYABLE AT ANY BRANCH OF ANDHRA BANK**

DUPLICATE (Bank copy)

Andhra Pradesh State Skill Development Corporation

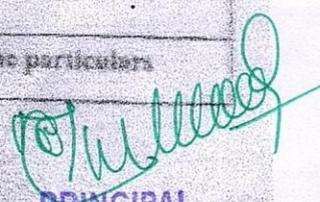
Andhra Bank, Saifabad Branch

Secretariat Road, Saifabad

Hyderabad - 500004

Challan ACCOUNT		Bill COLL. Details	
Current A/C	053311100001440	Organization	GOAP
IFSC Code	ANDB0000533	Scheme	APSSDC
APSSDC Number	344052789801	Date	
College name	SRK Institute of Technology		
Programme name	Google Android Fundamentals Phase - 1 - 4th year		
Name	A. Radhika		
Mobile Number	9885986856	Registration Id	SRK
<b>Details</b>			
Course Fee			Amount*
Commission			1750/-
			10.00/-
		<b>Total</b>	<b>1760.00/-</b>
In words rupees	ONE THOUSAND SEVEN HUNDRED SIXTY RUPEES ONLY		
Amount received by the Bank (in Figures)			
(Signature of the Remitter)	Cashier	Manager	

\* NOTE: The amount once paid will not be refunded back. Hence the candidate shall verify the particulars before making the payment.



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PAYABLE AT ANY BRANCH OF ANDHRA BANK

ORIGINAL (Candidate copy)

Andhra Pradesh State Skill Development Corporation

Andhra Bank, Saifabad Branch

Secretariat Road, Saifabad

Hyderabad - 500004

Challan ACCOUNT		Bill COLL Details	
Current A/C	053311100001440	Organization	GOAP
IFSC Code	ANDH0000533	Scheme	APSSDC
APSSDC Number	344052789801	Date	
College name	SRK Institute of Technology		
Programme name	Google Android Fundamentals Phase - 2 - 4th year		
Name	A. Radhika		
Mobile Number	9885986856	Registration Id	SRK
Details			Amount*
Course Fee			8750/-
Commission			10.00/-
		Total	8760.00/-
In words rupees	EIGHT THOUSAND SEVEN HUNDRED SIXTY RUPEES ONLY		
Amount received by the Bank (in Figures)			
(Signature of the Remitter)	Cashier	Manager	
	1705E 002		
* NOTE: The amount once paid will not be refunded back. Hence the candidate shall verify the particulars before making the payment.			

PAYABLE AT ANY BRANCH OF ANDHRA BANK

DUPLICATE (Bank copy)

Andhra Pradesh State Skill Development Corporation

Andhra Bank, Saifabad Branch

Secretariat Road, Saifabad

Hyderabad - 500004

Challan ACCOUNT		Bill COLL Details	
Current A/C	053311100001440	Organization	GOAP
IFSC Code	ANDH0000533	Scheme	APSSDC
APSSDC Number	344052789801	Date	
College name	SRK Institute of Technology		
Programme name	Google Android Fundamentals Phase - 2 - 4th year		
Name	A. Radhika		
Mobile Number	9885986856	Registration Id	SRK
Details			Amount*
Course Fee			8750/-
Commission			10.00/-
		Total	8760.00/-
In words rupees	EIGHT THOUSAND SEVEN HUNDRED SIXTY RUPEES ONLY		
Amount received by the Bank (in Figures)			
(Signature of the Remitter)	Cashier	Manager	
			
* NOTE: The amount once paid will not be refunded back. Hence the candidate shall verify the particulars before making the payment.			

PAYABLE AT ANY BRANCH OF ANDHRA BANK  
ORIGINAL (Candidate copy)

Andhra Pradesh Skill Development Corporation  
Andhra Bank, Saifabad Branch  
Secretariat Road, Saifabad  
Hyderabad - 500004

Challan ACCOUNT

Current A/C	053311100001440	Organization	GOAP
BSC Code	ANDB0000573	Scheme	APSSDC
APSSDC Number	144057789801	Date	
College name	SRK Institute of Technology		
Programme name	Google Android Fundamentals Phase - I		
Name	A Radhika		
Mobile Number	9999988856	Registration Id	SRK

BILL COLL Details

Course Fee		Amount*
Commission		20500/-
In words rupees	TWENTY-THOUSAND FIVE HUNDRED TEN RUPEES ONLY	10.00/-
		Total
		20510.00/-

Amount received by the Bank (in Fig)		
(Signature of the Remitter)	Cashier	Manager

\* NOTE: The amount once paid will not be refunded back. Hence the candidate shall verify the particulars before making the payment.

PAYABLE AT ANY BRANCH OF ANDHRA BANK

DUPLICATE (Bank copy)

Andhra Pradesh Skill Development Corporation  
Andhra Bank, Saifabad Branch  
Secretariat Road, Saifabad  
Hyderabad - 500004

Challan ACCOUNT

BILL COLL Details

Current A/C	053311100001440	Organization	GOAP
BSC Code	ANDB0000573	Scheme	APSSDC
APSSDC Number	144057789801	Date	
College name	SRK Institute of Technology		

*Handwritten signature*  
PRINCIPAL

SRK Institute of Technology

17650002



Products are protected by copyright and other intellectual property laws and international treaties. No rights will be granted or implied by waiver or estoppel. Rights to access or use a Product on a device do not give Customer any right to implement Microsoft patents or other Microsoft intellectual property in the device itself or in any other software or devices.

- g. **Restrictions.** Except as expressly permitted in this Agreement or Product documentation, Customer must not (and is not licensed to):
- (1) reverse engineer, decompile, or disassemble any Product, or attempt to do so;
  - (2) install or use non-Microsoft software or technology in any way that would subject Microsoft's intellectual property or technology to any other license terms;
  - (3) work around any technical limitations in a Product or restrictions in Product documentation;
  - (4) separate and run parts of a Product on more than one device;
  - (5) upgrade or downgrade parts of a Product at different times;
  - (6) transfer parts of a Product separately; or
  - (7) distribute, sublicense, rent, lease, or lend any Products, in whole or in part, or use them to offer hosting services to a third party.
- h. **License transfers.** Customer may only transfer fully-paid, perpetual licenses to (1) an Affiliate or (2) a third party solely in connection with the transfer of hardware to which, or employees to whom, the licenses have been assigned as part of (a) a divestiture of all or part of an Affiliate or (b) a merger involving Customer or an Affiliate. Upon such transfer, Customer must uninstall and discontinue using the licensed Product and render any copies unusable. Customer must notify Microsoft of a License transfer and provide the transferee a copy of these General Terms, the applicable Use Rights and any other documents necessary to show the scope, purpose and limitations of the licenses transferred. Attempted license transfers that do not comply with this section are void.
- i. **Customer Eligibility.** Customer agrees that if it is purchasing academic, government or nonprofit offers, Customer meets the respective eligibility requirements (<https://aka.ms/eligibilitydefinition>). Microsoft reserves the right to verify eligibility and suspend product use if requirements are not met.

### Non-Microsoft Products.

Non-Microsoft Products are provided under separate terms by the Publishers of such products. Customer will have an opportunity to review those terms prior to placing an order for a Non-Microsoft Product through a Microsoft online store or Online Service. Microsoft is not a party to the terms between Customer and the Publisher. Microsoft may provide Customer's contact information and transaction details to the Publisher. Microsoft makes no warranties and assumes no responsibility or liability whatsoever for Non-Microsoft Products. Customer is solely responsible for its use of any Non-Microsoft Product.





### Verifying compliance.

Customer must keep records relating to Products it and its Affiliates use or distribute. At Microsoft's expense, Microsoft may verify Customer's and its Affiliates' compliance with this Agreement at any time upon 30 days' notice. To do so, Microsoft may engage an independent auditor (under nondisclosure obligations) or ask Customer to complete a self-audit process. Customer must promptly provide any information and documents that Microsoft or the auditor reasonably requests related to the verification and access to systems running the Products.

If verification or self-audit reveals any unlicensed use, Customer must, within 30 days, order sufficient licenses to cover the period of its unlicensed use. Without limiting Microsoft's other remedies, if unlicensed use is 5% or more of Customer's total use of all Products, Customer must reimburse Microsoft for its costs incurred in verification and acquire sufficient licenses to cover its unlicensed use at 125% of the then-current Customer price or the maximum allowed under applicable law, if less. All information and reports related to the verification process will be Confidential Information and used solely to verify compliance.

### Privacy.

- a. **Personal Data.** Customer consents to the processing of Personal Data by Microsoft and its Affiliates, and their respective agents and subcontractors, as provided in this Agreement. Before providing Personal Data to Microsoft, Customer will obtain all required consents from third parties (including Customer's contacts, Partners, distributors, administrators, and employees) under applicable privacy and data protection laws.
- b. **Location of Personal Data.** To the extent permitted by applicable law, Personal Data collected under this Agreement may be transferred, stored and processed in the United States or any other country in which Microsoft or its Affiliates, or their respective agents and subcontractors, maintain facilities. Microsoft will abide by the requirements of European Economic Area and Swiss data protection law regarding the collection, use, transfer, retention, and other processing of Personal Data from the European Economic Area and Switzerland.

### Confidentiality.

- a. **Confidential Information.** "Confidential Information" is non-public information that is designated "confidential" or that a reasonable person should understand is confidential, including, but not limited to, Customer Data, the terms of this Agreement, and Customer's account authentication credentials. Confidential Information does not include information that (1) becomes publicly available without a breach of a confidentiality obligation; (2) the receiving party received lawfully from another source without a confidentiality obligation; (3) is independently developed; or (4) is a comment or suggestion volunteered about the other party's business, products or services.
- b. **Protection of Confidential Information.** Each party will take reasonable steps to protect the other's Confidential Information and will use the other party's Confidential Information only for purposes of the parties' business relationship. Neither party will disclose Confidential Information to third parties, except to its Representatives, and then only on a need-to-know basis under nondisclosure obligations at least as protective as this Agreement.





Each party remains responsible for the use of Confidential Information by its Representatives and, in the event of discovery of any unauthorized use or disclosure, must promptly notify the other party. The Online Services Terms may provide additional terms regarding the disclosure and use of Customer Data.

- c. **Disclosure required by law.** A party may disclose the other's Confidential Information if required by law, but only after it notifies the other party (if legally permissible) to enable the other party to seek a protective order.
- d. **Residual information.** Neither party is required to restrict work assignments of its Representatives who have had access to Confidential Information. Each party agrees that the use of information retained in Representatives' unaided memories in the development or deployment of the parties' respective products or services does not create liability under this Agreement or trade secret law, and each party agrees to limit what it discloses to the other accordingly.
- e. **Duration of Confidentiality obligation.** These obligations apply (1) for Customer Data, until it is deleted from the Online Services; and (2) for all other Confidential Information, for a period of five years after a party receives the Confidential Information.

### Product warranties.

#### a. Limited warranties and remedies.

- (1) **Online Services.** Microsoft warrants that each Online Service will perform in accordance with the applicable SLA during Customer's use. Customer's remedies for breach of this warranty are described in the SLA.
- (2) **Software.** Microsoft warrants that the Software version that is current at the time will perform substantially as described in the applicable Product documentation for one year from the date Customer acquires a license for that version. If it does not, and Customer notifies Microsoft within the warranty term, Microsoft will, at its option, (a) return the price Customer paid for the Software license or (b) repair or replace the Software.

The remedies above are Customer's sole remedies for breach of the warranties in this section. Customer waives any warranty claims not made during the warranty period.

- b. **Exclusions.** The warranties in this Agreement do not apply to problems caused by accident, abuse, or use inconsistent with this Agreement, including failure to meet minimum system requirements. These warranties do not apply to free, trial, preview, or prerelease products, or to components of Products that Customer is permitted to redistribute.
- c. **Disclaimer.** Except for the limited warranties above and subject to applicable law, Microsoft provides no other warranties or conditions for Products and disclaims any other express, implied or statutory warranties for Products, including warranties of quality, title, non-infringement, merchantability, and fitness for a particular purpose.

### Defense of third-party claims.

The parties will defend each other against the third-party claims described in this section and will pay the amount of any resulting adverse final judgment or approved settlement, but only if the defending party is promptly notified in writing of the claim and has the right to control the defense and any settlement of it.





The party being defended must provide the defending party with all requested assistance, information, and authority. The defending party will reimburse the other party for reasonable out-of-pocket expenses it incurs in providing assistance. This section describes the parties' sole remedies and entire liability for such claims.

- a. **By Microsoft.** Microsoft will defend Customer against any third-party claim to the extent it alleges that a Product made available by Microsoft for a fee and used within the scope of the license granted under this Agreement (unmodified from the form provided by Microsoft and not combined with anything else), misappropriates a trade secret or directly infringes a patent, copyright, trademark, or other proprietary right of a third party. If Microsoft is unable to resolve a claim of misappropriation or infringement, it may, at its option, either (1) modify or replace the Product with a functional equivalent or (2) terminate Customer's license and refund any license fees (less depreciation for perpetual licenses), including amounts paid in advance for unused consumption for any usage period after the termination date. Microsoft will not be liable for any claims or damages due to Customer's continued use of a Product after being notified to stop due to a third-party claim.
- b. **By Customer.** To the extent permitted by applicable law, Customer will defend Microsoft and its Affiliates against any third-party claim to the extent it alleges that: (1) any Customer Data or Non-Microsoft Product hosted in an Online Service by Microsoft on Customer's behalf misappropriates a trade secret or directly infringes a patent, copyright, trademark, or other proprietary right of a third party; or (2) Customer's use of any Product, alone or in combination with anything else, violates the law or harms a third party.

**Limitation of liability.**

For each Product, each party's maximum, aggregate liability to the other under this Agreement is limited to direct damages finally awarded in an amount not to exceed the amounts Customer was required to pay for the Products during the term of the applicable licenses, subject to the following:

- a. **Subscriptions.** For Products ordered on a subscription basis, Microsoft's maximum liability to Customer for any incident giving rise to a claim will not exceed the amount Customer paid for the Product during the 12 months before the incident.
- b. **Free Products and distributable code.** For Products provided free of charge and code that Customer is authorized to redistribute to third parties without separate payment to Microsoft, Microsoft's liability is limited to direct damages finally awarded up to US\$5,000.
- c. **Exclusions.** In no event will either party be liable for indirect, incidental, special, punitive, or consequential damages, or loss of use, loss of profits, or interruption of business, however caused or on any theory of liability.
- d. **Exceptions.** No limitation or exclusions will apply to liability arising out of either party's (1) confidentiality obligations (except for liability related to Customer Data, which will remain subject to the limitations and exclusions above); (2) defense obligations; or (3) violation of the other party's intellectual property rights.



T. Lakshay  
PRINCIPAL 2/12/15  
SRK Institute of Technology  
ENIKEPADU, VIJAYAWADA-521 108.



## Partners.

- a. **Selecting a Partner.** Customer may authorize a Partner to place orders on Customer's behalf and manage Customer's purchases by associating the Partner with its account. If the Partner's distribution right is terminated, Customer must select an authorized replacement Partner or purchase directly from Microsoft. Partners and other third parties are not agents of Microsoft and are not authorized to enter into any agreement with Customer on behalf of Microsoft.
- b. **Partner Administrator privileges and access to Customer Data.** If Customer purchases Online Services from a Partner or chooses to provide a Partner with administrator privileges, that Partner will be the primary administrator of the Online Services and will have administrative privileges and access to Customer Data and Administrator Data. Customer consents to Microsoft and its Affiliates providing the Partner with Customer Data and Administrator Data for purposes of provisioning, administering and supporting (as applicable) the Online Services. Partner may process such data according to the terms of Partner's agreement with Customer, and its privacy commitments may differ from Microsoft's. Customer appoints Partner as its agent for purposes of providing and receiving notices and other communications to and from Microsoft. Customer may terminate the Partner's administrative privileges at any time.
- c. **Support and Professional Services.** Customer's Partner will provide details on support services available for Products purchased under this agreement. Support services may be performed by Partner or its designee, which in some cases may be Microsoft. If Customer purchases Professional Services under this agreement, the performance of those Professional Services will be subject to the terms and conditions in the Use Rights.

## Pricing and payment.

If Customer orders from a Partner, the Partner will set Customer's pricing and payment terms for that order, and Customer will pay the amount due to the Partner. Pricing and payment terms related to orders placed by Customer directly with Microsoft are set by Microsoft, and Customer will pay the amount due as described in this section.

- a. **Payment method.** Customer must provide a payment method or, if eligible, choose to be invoiced for purchases made on its account. By providing Microsoft with a payment method, Customer (1) consents to Microsoft's use of account information regarding the selected payment method provided by the issuing bank or applicable payment network; (2) represents that it is authorized to use that payment method and that any payment information it provides is true and accurate; (3) represents that the payment method was established and is used primarily for commercial purposes and not for personal, family or household use; and (4) authorizes Microsoft to charge Customer using that payment method for orders under this Agreement.
- b. **Invoices.** Microsoft may invoice eligible Customers. Customer's ability to elect payment by invoice is subject to Microsoft's approval of Customer's financial condition. Customer authorizes Microsoft to obtain information about Customer's financial condition, which may include credit reports, to assess Customer's eligibility for invoicing. Unless the Customer's financial statements are publicly available, Customer may be required to provide their balance sheet, profit and loss and cash flow statements to Microsoft. Customer may be required to provide security in a form acceptable to Microsoft to be eligible for invoicing.





Microsoft may withdraw Customer's eligibility at any time and for any reason. Customer must promptly notify Microsoft of any changes in its company name or location and of any significant changes in the ownership, structure, or operational activities of the organization.

- c. **Invoice Payment terms.** Each invoice will identify the amounts payable by Customer to Microsoft for the period corresponding to the invoice. Customer will pay all amounts due within thirty (30) calendar days following the invoice date.
- d. **Late Payment.** Microsoft may, at its option, assess a late fee on any payments to Microsoft that are more than fifteen (15) calendar days past due at a rate of two percent (2%) of the total amount payable, calculated and payable monthly, or the highest amount allowed by law, if less.
- e. **Cancellation fee.** If a subscription permits early termination and Customer cancels the subscription before the end of the subscription or billing period, Customer may be charged a cancellation fee.
- f. **Recurring Payments.** For subscriptions that renew automatically, Customer authorizes Microsoft to charge Customer's payment method periodically for each subscription or billing period until the subscription is terminated. By authorizing recurring payments, Customer authorizes Microsoft to process such payments as either electronic debits or fund transfers, or as electronic drafts from the designated bank account (in the case of Automated Clearing House or similar debits), as charges to the designated card account (in the case of credit card or similar payments) (collectively, "Electronic Payments"). If any payment is returned unpaid or if any credit card or similar transaction is rejected or denied, Microsoft or its service providers reserve the right to collect any applicable return item, rejection or insufficient funds fee to the maximum extent permitted by applicable law and to process any such fees as an Electronic Payment or to invoice Customer for the amount due.
- g. **Taxes.** Microsoft prices exclude applicable taxes unless identified as tax inclusive. If any amounts are to be paid to Microsoft, Customer shall also pay any applicable value added, goods and services, sales, gross receipts, or other transaction taxes, fees, charges, or surcharges, or any regulatory cost recovery surcharges or similar amounts that are owed under this Agreement and that Microsoft is permitted to collect from Customer. Customer shall be responsible for any applicable stamp taxes and for all other taxes that it is legally obligated to pay including any taxes that arise on the distribution or provision of Products by Customer to its Affiliates. Microsoft shall be responsible for all taxes based upon its net income, gross receipts taxes imposed in lieu of taxes on income or profits, and taxes on its property ownership. If any taxes are required to be withheld on payments invoiced by Microsoft, Customer may deduct such taxes from the amount owed and pay them to the appropriate taxing authority, but only if Customer promptly provides Microsoft an official receipt for those withholdings and other documents reasonably requested to allow Microsoft to claim a foreign tax credit or refund. Customer will ensure that any taxes withheld are minimized to the extent possible under applicable law.

**Term and termination.**

- a. **Term.** This Agreement is effective until terminated by a party, as described below.
- b. **Termination without cause.** Either party may terminate this Agreement without cause on 60 days' notice. Termination without cause will not affect Customer's perpetual licenses, and licenses granted on a subscription basis will continue for the duration of the subscription period(s), subject to the terms of this Agreement.





- c. **Termination for cause.** Without limiting other remedies it may have, either party may terminate this Agreement on 30 days' notice for material breach if the other party fails to cure the breach within the 30-day notice period. Upon such termination, the following will apply:
- (1) All licenses granted under this Agreement will terminate immediately except for fully- paid, perpetual licenses.
  - (2) All amounts due under any unpaid invoices shall become due and payable immediately. For metered Products billed periodically based on usage, Customer must immediately pay for unpaid usage as of the termination date.
  - (3) If Microsoft is in breach, Customer will receive a credit for any subscription fees, including amounts paid in advance for unused consumption for any usage period after the termination date.
- d. **Suspension.** Microsoft may suspend use of an Online Service without terminating this Agreement during any period of material breach. Microsoft will give Customer notice before suspending an Online Service when reasonable.
- e. **Termination for regulatory reasons.** Microsoft may modify, discontinue, or terminate a Product in any country or jurisdiction where there is any current or future government regulation, obligation, or other requirement, that (1) is not generally applicable to businesses operating there; (2) presents a hardship for Microsoft to continue offering the Product without modification; or (3) causes Microsoft to believe these terms or the Product may conflict with any such regulation, obligation, or requirement. If Microsoft terminates a subscription for regulatory reasons, Customer will receive, as its sole remedy, a credit for any subscription fees, including amounts paid in advance for unused consumption for any usage period after the termination date.

### Miscellaneous.

- a. **Independent contractors.** The parties are independent contractors. Customer and Microsoft each may develop products independently without using the other's Confidential Information.
- b. **Agreement not exclusive.** Customer is free to enter into agreements to license, use, and promote the products and services of others.
- c. **Amendments.** Microsoft may modify this Agreement from time to time. Changes to the Use Rights will apply as provided in this Agreement. Changes to other terms will not apply until Customer accepts them. Microsoft may require Customer to accept revised or additional terms before processing a new order. Any additional or conflicting terms and conditions contained in a purchase order or otherwise presented by Customer are expressly rejected and will not apply.
- d. **Assignment.** Either party may assign this Agreement to an Affiliate, but it must notify the other party in writing of the assignment. Customer consents to the assignment to an Affiliate or third party, without prior notice, of any rights Microsoft may have under this Agreement to receive payment and enforce Customer's payment obligations, and all assignees may further assign such rights without further consent.

Microsoft Customer Agreement



T. Lakshay  
PRINCIPAL 2/12/15  
SRK Institute of Technology  
ENIKEPADU, VIJAYAWADA-521 108.



Any other proposed assignment of this Agreement must be approved by the non-assigning party in writing. Assignment will not relieve the assigning party of its obligations under the assigned Agreement. Any attempted assignment without required approval will be void.

- e. **U.S. export.** Products are subject to U.S. export jurisdiction. Customer must comply with all applicable international and national laws, including the U.S. Export Administration Regulations, the International Traffic in Arms Regulations, and end-user, end use and destination restrictions by U.S. and other governments related to Microsoft products, services, and technologies.
- f. **Severability.** If any part of this Agreement is held to be unenforceable, the rest of the Agreement will remain in full force and effect.
- g. **Waiver.** Failure to enforce any provision of this Agreement will not constitute a waiver. Any waiver must be in writing and signed by the waiving party.
- h. **No third-party beneficiaries.** This Agreement does not create any third-party beneficiary rights except as expressly provided by its terms.
- i. **Survival.** All provisions survive termination of this Agreement except those requiring performance only during the term of the Agreement.
- j. **Notices.** Notices must be in writing and will be treated as delivered on the date received at the address, date shown on the return receipt, email transmission date, or date on the courier or fax confirmation of delivery. Notices to Microsoft must be sent to the following address:

Microsoft Corporation  
Dept. 551, Volume Licensing  
6880 Sierra Center Parkway  
Reno, Nevada 89511-1137  
USA

Notices to Customer will be sent to the individual at the address Customer identifies on its account as its contact for notices. Microsoft may send notices and other information to Customer by email or other electronic form.

- k. **Applicable law.** This Agreement will be governed by and construed in accordance with the laws of the State of Washington and federal laws of the United States. The 1980 United Nations Convention on Contracts for the International Sale of Goods and its related instruments will not apply to this Agreement.
- l. **Dispute resolution.** When bringing any action arising under this Agreement, the parties agree to the following exclusive venues:
  - (1) If Microsoft brings the action, the venue will be where Customer has its headquarters.
  - (2) If Customer brings the action against Microsoft or any Microsoft Affiliate located outside of Europe, the venue will be the state or federal courts in King County, State of Washington, USA.



T. Laboy  
PRINCIPAL 2/12/15  
SRK Institute of Technology  
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- (3) If Customer brings the action against Microsoft or any Microsoft Affiliate located in Europe, and not also against Microsoft or a Microsoft Affiliate located outside of Europe, the venue will be the Republic of Ireland.

The parties consent to personal jurisdiction in the agreed venue. This choice of venue does not prevent either party from seeking injunctive relief in any jurisdiction with respect to a violation of intellectual property rights or confidentiality obligations.

- m. Order of precedence.** These General Terms will take precedence over any conflicting terms in other documents that are part of this Agreement that are not expressly resolved in those documents, except that conflicting terms in the Use Rights take precedence over these General Terms as to the applicable Products. Terms in the Online Services Terms take precedence over conflicting terms in the Product Terms. Terms in an amendment control over the amended document and any prior amendments concerning the same subject matter.
- n. Microsoft Affiliates and contractors.** Microsoft may perform its obligations under this Agreement through its Affiliates and use contractors to provide certain services. Microsoft remains responsible for their performance.
- o. Government procurement rules.** By accepting this agreement, Customer represents and warrants that (i) it has complied and will comply with all applicable government procurement laws and regulations; (ii) it is authorized to enter into this Agreement; and (iii) this Agreement satisfies all applicable procurement requirements.

## Definitions.

“Administrator Data” means the information provided to Microsoft or its Affiliates during sign- up, purchase, or administration of Products.

“Affiliate” means any legal entity that controls, is controlled by, or is under common control with a party. “Control” means ownership of more than a 50% interest of voting securities in an entity or the power to direct the management and policies of an entity.

“Confidential Information” is defined in the “Confidentiality” section.

“Customer” means the entity identified as such on the account associated with this Agreement.

“Customer Data” means all data, including all text, sound, software, image or video files that are provided to Microsoft or its Affiliates by, or on behalf of, Customer and its Affiliates through use of Online Services.

“End User” means any person Customer permits to use a Product or access Customer Data.

“Licensing Site” means <http://www.microsoft.com/licensing/contracts> or a successor site. “Microsoft” means Microsoft Corporation.

“Non-Microsoft Product” means any third-party-branded software, data, service, website or product, unless incorporated by Microsoft in a Product.

“Online Services” means Microsoft-hosted services to which Customer subscribes under this Agreement. It does not include software and services provided under separate license terms.

Microsoft Customer Agreement



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PRINCIPAL  
SRK Institute of Technology  
ENIKEPADU, VIJAYAWADA-521 108.  
Page 10 of 11  
2/12/15



“Online Services Terms” means the additional terms that apply to Customer’s use of Online Services published on the Licensing Site and updated from time to time.

“Partner” means a company Microsoft has authorized to distribute Products to Customer.

“Personal Data” means any information relating to an identified or identifiable natural person.

“Product” means all Software and Online Services identified in the Product Terms that Microsoft offers under this Agreement, including previews, prerelease versions, updates, patches and bug fixes from Microsoft. Product availability may vary by region. “Product” does not include Non- Microsoft Products.

“Product Terms” means the document that provides information about Products available under this Agreement. The Product Terms document is published on the Licensing Site and is updated from time to time.

“Publisher” means a provider of a Non-Microsoft Product.

“Representatives” means a party’s employees, Affiliates, contractors, advisors and consultants.

“SLA” means Service Level Agreement, which specifies the minimum service level for the Online Services and is published on the Licensing Site.

“Software” means licensed copies of Microsoft software identified in the Product Terms. Software does not include Online Services, but Software may be part of an Online Service.

“use” means to copy, download, install, run, access, display, use or otherwise interact with.

“Use Rights” means the license terms and terms of service for each Product published on the Licensing Site and updated from time to time. The Use Rights supersede the terms of any end user license agreement that accompanies a Product. License terms for all Products are published in the Product Terms. Terms of service for Online Services are published in the Online Services Terms.

OF NEEX PVT LTD  
*[Signature]*  
Managing Director

*Y. Srinivasa Rao*  
Managing Director  
NEEX Private Limited

*[Signature]*  
Dr. T. Satyanarayana  
Principal,  
SRK Institute of Technology *2/12/15*

PRINCIPAL  
SRK Institute of Technology  
ENIKEPADU, VIJAYAWADA-521 108

# CERTIPORT®

A PEARSON VUE BUSINESS

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## INVOICE

INVOICE NUMBER: <b>11063383</b>	
TAX I.D. NO.: <b>41-0850527</b>	
DATE: <b>20-FEB-17</b>	Page 1 of 1
CUSTOMER NO.: <b>1783805</b>	CREDIT REF. NO.:

**BILL TO:**

DASARI HARITHA  
SRK FOUNDATION  
NH-5  
ENIKEPADU  
VIJAYAWADA 521108  
INDIA

**LOCATED AT:**

SRK FOUNDATION  
NH-5  
ENIKEPADU  
VIJAYAWADA 521108  
INDIA

2016  
MTA-2017

Certiport Customer ID: 90055058-208864

PURCHASE INFORMATION	SHIPPING INFORMATION	PAYMENT INFORMATION
PURCHASE ORDER: None	(MOST RECENT SHIPMENT) SHIP DATE: 20-FEB-17 CARRIER: STND B/L NUMBER: 0	TERMS: NET 30 DUE DATE: 22-MAR-17 CONTACT: John Rusczyk 800-843-0019 x853 201-767-5029 ( Fax ) john.rusczyk@pearson.com ( e-mail )

DESCRIPTION	U/M	QTY	TAX	UNIT PRICE	EXTENDED PRICE
1102226 MTA Campus License - 500 Exams (Tier 3)	Each	1	N	2,100.00	2,100.00
<b>INVOICE SUMMARY:</b>					
TOTAL FOR ALL LINE ITEMS					2,100.00
0.00% INTL TAX					0.00
**** Prepayment of 2,100.00 processed on 20-FEB-17 ****					(2100.00)
<p><b>ATTENTION - Certiport is a NCS Pearson Business. The payment remit-to has changed. To pay on-line, register at <a href="https://ipay.pearson.com/OA_HTML/SelfRegistration.jsp">https://ipay.pearson.com/OA_HTML/SelfRegistration.jsp</a>. Already a user, login to <a href="https://ipay.pearson.com">https://ipay.pearson.com</a>.</b></p> <p>Pearson only accepts credit card payments through our e-commerce portal and our call center. Credit Card information is not accepted via postal/mail, facsimile, or email.</p>					
<b>SUBTOTAL</b>				<b>TAX</b>	<b>TOTAL (USD)</b>
2,100.00				0.00	0.00

Corporate Address:  
NCS Pearson, Inc.  
5601 Green Valley Dr.  
Bloomington, MN 55437-1099  
USA

16CSE003

**ORIGINAL**

**Remit by Check to:**  
NCS PEARSON, INC.  
13036 COLLECTION CENTER DRIVE  
CHICAGO, IL 60693

**Remit by Wire or ACH to:**  
Bank of America - Account Name: NCS Pearson Inc.  
ACH: # 071-000-039 WIRE: #0260-0959-3  
Account No: 81881-05388 SWIFT: BOFAUS3N  
(Include invoice number in transmission)

audit form  
NCS Pearson

PRINCIPAL  
**SRK Institute of Technology**  
ENIKEPADU, VIJAYAWADA-521 108



सत्यमेव जयते

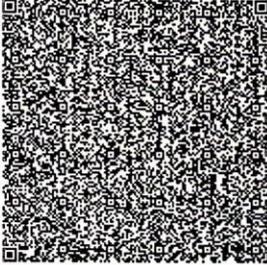
**INDIA NON JUDICIAL**  
**Government of Karnataka**

**e-Stamp**

Certificate No. : IN-KA17648685515557P  
Certificate Issued Date : 13-Apr-2017 02:49 PM  
Account Reference : NONACC (FI)/ kacrsfl08/ MAHALAKSHMI/ KA-BA  
Unique Doc. Reference : SUBIN-KAKACRSFL0883890955426441P  
Purchased by : UTL TECHNOLOGIES LIMITED  
Description of Document : Article 12 Bond  
Description : MOU  
Consideration Price (Rs.) : 0  
(Zero)  
First Party : UTL TECHNOLOGIES LIMITED  
Second Party : SRK INSTITUTE OF TECHNOLOGY  
Stamp Duty Paid By : UTL TECHNOLOGIES LIMITED  
Stamp Duty Amount(Rs.) : 100  
(One Hundred only)

For AISHWARYA MAHILA MULTI-PURPOSE  
CO-OPERATIVE SOCIETY LTD.

B. T. S.  
Authorised Signatory



-----Please write or type below this line-----

**Memorandum of Understanding**

This **Memorandum of Understanding** (hereinafter called as the MoU) is entered into this day the Fifteenth April Two Thousand Seventeen (15 – 04 – 2017) at Bangalore by and between

**Statutory Alert:**

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

**UTL Technologies Limited**, a UTL Group Company, incorporated under the laws of India and having its office at No.19/6, Ashokpuram School Road, Industrial Suburb, Yeshwanthpur, Bangalore – 560 022 and represented herein by its CEO, **Mr. J Srinivasa Raju**, (hereinafter referred to as "**First Party**")

**AND**

**SRK INSTITUTE OF TECHNOLOGY**, sponsored by **SRK Foundation** a non-profit organization registered under **EDUCATIONAL SOCIETY** under the **ACT of 2001 (Reg. No.: 276 dated 15/02/2007)** and having its registered office at 3-44 ENIKEPADU, VIJAYAWADA – 521108, ANDHRA PRADESH INDIA and represented herein by its CORRESPONDENT, **B. SRIKRISHNA** (hereafter referred to as "**Second Party**")

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

**WHEREAS:**

- a. First Party has been engaged in Education, Training, Research, and Skill Development Activities
- b. The First Party has undertaken a project to establish Model Skill Training Centers in association with Nation Skill Development Corporation for providing vocational / employable skills training to youth from various sections of society, for obtaining jobs in the industrial / service sector.
- c. The First Party with the objective of establishing a network of training centers in the arena of skill development to attain the sustainable development, by offering Training Programs in association with the Govt. / Industry through a number of training centers by leveraging existing infrastructure/ facilities and by partnering with Institutions / Agencies that have suitable infrastructure for conducting such Training Programme.
- d. The Second Party is interested to partner with the First Party in the initiative of Skill Development Programme by way of providing Infrastructure and other Facilitating Support, and has confirmed its acceptance to enter into this Agreement with the First Party
- e. The Second Party understands that the training will be provided to various categories of unemployed youth of the country and it has no objection to permit them/ allowing them to attend the Skill Development Programme.
- f. The Parties desire to structure a relationship and enter into this Agreement so as to offer various Skill Development Training Programs, for which both the Parties shall deploy their core competencies.

**NOW THEREFORE IT IS HEREBY AGREED BETWEEN THE PARTIES AS FOLLOWS:**

**CLAUSE 1**

**DEFINITIONS AND INTERPRETATION**

1.1 In this Agreement, in addition to the words and expressions above, unless there is something in the subject or context inconsistent therewith, the following expressions shall have the following meanings.

- a. **Agreement** means this Agreement together with any amendments or modifications hereto attached provided that such amendments and modifications have been executed in accordance with the procedures specified in this Agreement
- b. **Applicable Law** means the various statutes, delegated legislation (rules, regulations, orders, bye-laws), notifications, binding orders of Governmental Authorities, as and to the extent the same is applicable to the Parties and the substratum of this agreement
- c. **Industry** means the industrial sector and / or services sector, including organized as well as unorganized businesses
- d. **Infrastructure** means premises provided by the Second Party as detailed in Annexure III of this Agreement for conducting Training Programme
- e. **Training Content** means an instructional material used by the Trainers for training beneficiaries under. this Agreement to be provided by the first party.
- f. **Other Facilitating Support** means arranging community sensitization, industry engagement, providing machinery, equipment's, lab etc. by the Second Party as required under the Training Programme
- g. **Person** means and includes any company, association of persons, body of individuals, whether incorporated or not
- h. **Successful Completion by a Trainee** means the Trainee has attended the Training Programme as per the norms set by First Party, passed all the qualifying tests and has been assessed successful by the assessing agency / Person appointed by First Party for this purpose.
- i. **Training Programme** means a programme, organized by the First party to train Trainees in accordance with the terms of this Agreement.
- j. **Trainees** means individuals who are eligible and are willing to undertake the Training Programme as per the criterion laid down by the First Party.

1.2 **INTERPRETATION**

This Agreement will be interpreted, based on the following principles:

- a. All interpretation shall secure and implement the primary object of this Agreement set out in Clause 2
- b. This Agreement reflects the complete understanding as on the date of its execution amongst the Parties for the Services to be rendered by the Second Party and First Party.
- c. Where any act, matter or thing is required by this Agreement to be performed or carried out on a certain day and that day is not a business day then that act, matter or thing shall be carried out or performed on the next following business day
- d. Headings are for convenience only and shall not affect the interpretation of a Clause
- e. Where a word or phrase is defined, other parts of speech and grammatical forms of that word or phrase shall have corresponding meanings
- f. Words importing the singular shall include plural and vice versa
- g. Words denoting individual shall include corporations and vice versa
- h. Words denoting any gender shall include all genders

## **CLAUSE 2**

### **PURPOSE**

- 2.1 The purpose of this Agreement is to establish partnership between the Parties for establishing the Skill Training Center for imparting Trade / Job Role specific skills to the Trainees in one or more of the several trades as per the project implemented by the First Party which include illustratively, Service Sector and Manufacturing Sector etc. as per Annexure-I.

## **CLAUSE 3**

### **RESPONSIBILITIES / OBLIGATIONS OF THE PARTIES**

- 3.1 **First Party** shall be responsible for:
  - a. Design and Development of Course-Content as per the National Skills Qualification Framework, and obtaining necessary approvals from NSDC, Sector Skill Councils and other agencies for imparting the training to trainees
  - b. Providing Course Materials, ID Cards and Induction Kit to Participants as per NSDC / PMKVY Guidelines
  - c. Deploying the necessary manpower for Marketing, Sales, Program Management, Finance, and Placements
  - d. Branding the centre as per PMKVY guidelines.

- e. Student mobilization by conducting marketing campaigns, job fairs, career fairs, seminars / workshops, digital campaign etc.
- f. Procuring Equipment's / Tools / Hardware / Furniture / Devices for setting up the course / Job Role. specific labs, other than the computer lab to be provided.
- g. Imparting the Training as per the Sector Skill Council guidelines for respective Job roles
- h. Preparation and managing MIS including student documentation as per NSDC / PMKVY guidelines. Uploading and updating the information as and when required.
- i. Program Management including the candidate feedback management, candidate progress, Internal Assessments, Coordination with NSDC / SSCs for batch approvals, final assessments, certificates etc.,
- j. Facilitating the final assessments for the trainees and issuing certificates to the passed-out trainees.
- k. Candidate Placement Management – interacting with clients, coordination, scheduling interviews, student placements and post placement support etc.
- l. All expenses related to operations like Electricity, premises up-keeping (Housekeeping, Maintenance, and utility consumptions) and Lab Maintenance to be borne by first party.

3.2 **Second Party** shall be responsible for:

- a. Providing the necessary Infrastructure as per the Pradhan Mantri Kaushal Vikas Yojana (PMKVY) guidelines in specified Class Rooms, Lab Rooms with Computers, Common Area, Toilets, Power Backup, UPS power to IT equipment's, access to cafeteria etc., however Course Specific Equipment's / Tools / Hardware / Furniture / Devices shall be provided by the First Party. And the Infrastructure should be provided in the single block in a building / single floor, and willing to provide more Class Rooms and Computer Labs in the event of existing Infrastructure being not sufficient. The second party shall agree to provide requisite class Rooms / Lab for future expansion if any.
- b. Setting up the Office Space in the area provided to the first party including the Reception Area, Visitors area Counselling Cabins, Centre Manager Cabins, Staff Room etc.,
- c. Procuring the Chairs, LCD Projector, White Boards, and other items as necessary for setting up the Smart Class Rooms
- d. All expenses connected with providing the necessary infrastructure should be borne by the second party (Water, Building maintenance, Security etc)
- e. Permitting first party to do branding as per the PMKVY guidelines. Glow Sign

boards, Neon Boards, Direction Boards, Sign Boards, Posters, Banners etc.,

- f. Nominate a single point of contact for managing the day to day operations and coordination

#### **CLAUSE – 4**

##### **FINANCIAL CONSIDERATION**

- 4.1 The Parties mutually agree on the financial terms and conditions laid out in annexure II

#### **CLAUSE – 5**

##### **AUDIT & COMPLAINE**

- 5.1 The First Party shall cooperate with Second Party and provide all assistance to enable the second party to view the facility or conduct inspection of records of the programme conducted in the premises provided by the Second Party for the training.

#### **CLAUSE 6**

##### **INTELLECTUAL PROPERTY RIGHTS & NON-DISCLOSURE:**

- 6.1 The Second Party disclaims any right to or interest in First Party' trademark/s and copyrights relating to the methods, the programs, courseware, operation manuals, information, material and services made available by First Party hereunder and the goodwill derived there from and further agrees not to divulge or disclose information, procedures, technical and other information and programs made available by First Party confidential or proprietary to First Party.

#### **CLAUSE 7**

##### **INDEMINIFICATION**

The Second party shall agree to indemnify first party, for an amount equivalent to the investment made by the first party if the second party terminates this agreement for any reason before the expiry 3 years.

#### **CLAUSE 8**

##### **MODIFICATION**

- 8.1 Both the parties shall mutually agree upon on the changes/modifications and enter into an Addendum in case of any modification in the existing terms of this MoU.
- 8.2 In the event the Second Party is required to withdraw its support for any reason beyond its control, the Second Party shall provide at least 90days prior written notice in that regard to First Party. The Second Party shall continue its activities during the above notice period in such a manner, which shall not prejudicially affect the interest of First Party. Completion of batch (whichever is later). During the notice period, NO FRESH Batch shall be admitted.

**CLAUSE 9**  
**DISPUTE RESOLUTION**

- 9.1 Any and all differences and disputes whatsoever arising between the Parties concerning the interpretation or implementation of this Agreement or in relation to the subject matter contained in this Agreement shall, in the first instance, be resolved mutually between the Parties and in the event of non-resolution, the matter shall be referred to arbitration
- 9.2 It is agreed by both the parties that any difference or dispute in this connection shall be referred to sole Arbitrator to be nominated by both the parties under the Provisions of Arbitration and Conciliation Proceedings Act, 1996 and the Award so given by the Arbitrator will be wholly binding on both the parties and shall not be questioned under any circumstances.
- 9.3 It is also agreed by both the parties that the Courts at Bangalore District alone will have the Jurisdiction.

**CLAUSE 10**  
**COMPALINCE WITH LAWS**

- 10.1 The **Second Party** at all times and at its own expense will
- a. Strictly comply with all Applicable Law, rules, regulations and Governmental orders, now or hereafter in effect, relating to its performance of this Agreement
  - b. Pay all fees and other charges required by Applicable Laws and maintain in full force and effect all licenses, permits, authorization, registration and qualifications from all Governmental departments and agencies to the extent necessary to perform its obligations hereunder.

**CLAUSE 11**  
**FORCE MAJEURE**

- 11.1 The Parties hereto agree that a Force Majeure Event shall mean any unforeseeable act or event that prevents the affected Party from performing its obligations under this Agreement or complying with any conditions required by the other Party under this Agreement and such act or event is beyond the reasonable control and not because of any fault of the affected Party and such Party has been unable to avoid such an act or event by the exercise of prudent foresight and due diligence. Neither Party hereto shall be considered in breach hereof or in default if it fails to perform or observe any or all of the terms of this Agreement resulting directly or indirectly, from Force Majeure Events such as acts of God, Civil or Military authority, acts of Government, acts of Public Enemy, war, riots, explosion, earthquake, flood, storm, lightning strike, etc.

## **CLAUSE 12**

### **VALIDITY**

- 12.1 This Agreement will be valid for a period of 5 years from the date of signing or until it is expressly terminated by either Party on mutually agreed terms, during which period Second Party or First Party, as the case may be, will take effective steps for implementation of this Agreement. Any act on the part of Second Party or First Party, after termination of this Agreement by way of communication, correspondence etc., shall not be construed as an extension of this Agreement

## **CLAUSE 13**

### **TERM AND TERMINATION**

- 13.1 The Agreement shall be valid unless terminated as provided under this clause.
- 13.2 This Agreement cannot be terminated by the parties in the initial period of 3 years (LOCK IN PERIOD).
- 13.3 Termination by First Party: First Party may terminate this Agreement upon 90 calendar days' notice in writing or after occurrence of any of the events specified in paragraphs below:
- a. If the Second Party does not remedy a failure in the performance of its obligations under the Agreement, within 30 days of being notified of such a failure, or within such further period as First Party may have subsequently approved in writing;
  - b. If the Second Party becomes insolvent or bankrupt; or
- 13.4 Termination by Second party: Second Party may terminate this Agreement upon 90 calendar days' notice in writing after occurrence of any of the events specified in paragraphs below:
- a. If First Party fails to pay any monies due to the Second Party pursuant to this Agreement within 60 days after receiving written notice from the Second Party that such payment is overdue; or
- 13.5 The termination of this Agreement shall not prejudice or affect in anyway, the rights and benefits accrued or liabilities and duties imposed on the Parties of this Agreement.
- 13.6 Upon termination, the Second Party shall
- a. Hand over all assets provided by First Party under this Agreement to First Party.

## **CLAUSE 14**

### **RELATIONSHIP BETWEEN THE PARTIES**

- 14.1 It is expressly agreed that **First Party** and **Second Party** are acting under this Agreement as independent contractors, and the relationship established under this Agreement shall not be construed as a partnership. Neither Party is authorized to 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 Agreement 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.

## **CLAUSE 15**

### **NOTICE**

- 15.1 All notices required or permitted by, or made pursuant to, this Agreement shall be in writing and shall be sent by facsimile or by registered, first class airmail, return receipt requested and postage prepaid, to the following addresses:

If to **First Party**:

**Mr. Srinivas Raju**

CEO

M/s UTL Technologies Ltd

No.19/6, Ashokpuram School Road, Industrial Suburb, Yeshwanthpur,

Bangalore – 560 022

Ph: +91 80 23472171 / Fax: +91 80 23572795

If to **Second Party**:

**Mr. B Srikrishna,**

Correspondent,

SRK Institute of Technology,

No 3-44, Enikepadu, Opp Prathap Industries,

Vijayawada – 521108, Andhra Pradesh,

+91 9866409999

All such notices shall be deemed to have been received as follows:

- a. if by facsimile, twenty-four (24) hours after transmission, and
- b. if by registered, first class airmail, upon receipt of acknowledgment of delivery.

The signature of each Party's duly authorized representative below shall evidence the agreement of such Party that this Agreement accurately summarizes its understanding with respect to the subject matter hereof

Signed for and on behalf of  
**UTL Technologies Limited**

**Mr. Srinivas Raju**  
**CEO**

Witness:

Signed for and on behalf of  
**SRK INSTITUTE OF  
TECHNOLOGY**

  
**Mr. B Srikrishna**  
**Correspondent**

Witness:

## Annexure I

### List of Job Roles with duration

SI No	Job Role	Duration	Category	Rate Per Hour per student In INR	Total Fee per student In INR
1	Field Technician Networking and Storage	400 Hrs	I	40.00	16, 000
2	Field Technician Computing and Peripherals	340 Hrs	I	40.00	13, 600
3	Accounts Executive – Accounts Payable & Receivable	190 Hrs	III	28.80	5, 491

#### Note:

- The above proposed duration of the course and the rate per hour per student is approved as per the PMKVY guidelines, in the event of any changes in the guidelines first party shall intimate the second party on the changes and the revenue share paid to second party shall be revised as per the duration and the training fee.
- The Courses proposed above will be launched during the first six months of operations and first party likely to introduce new courses or discontinue the existing courses based on the local industry requirements. Same shall be communicated to Second party.
- First party can add new courses or modify any of the existing courses depending on the local industry requirements under this program, however the same shall be communicated to second party.

## **Annexure II**

### **Financial Implications:**

1. Revenue share and payment schedule:

First party agrees to pay 15% (inclusive of all applicable Taxes) of the total training revenue received under this program from NSDC as per payment pattern stipulated by NSDC to second party towards utilizing the infrastructure.) The payments will be made to second party within 7 working days from the date of payments received from NSDC. As per the program guidelines, the payments will be made by NSDC in the following manner for every batch.

#### **NSDC PAMENT PATTERN**

30% of Total Fee - On Commencement of the training batch against validated candidates.

50% of Total Fee - For the number of passed candidates.

20% of Total Fee - Upon achieving 70% Placements

### **Annexure III**

#### **Infra to be provided by Second Party**

1. 3 Class Rooms with projector and 30 seater capacity.
2. 3 separate rooms for setting up of Sector Specific Lab
3. Common IT Lab with 30 computers and Power backup for minimum 3 hrs
4. 1000+ Sq Ft Space for office and staff area with necessary infra and computers for 6 – 8 staff members.
5. Separate rest rooms for Males and Females
6. Canteen facility
7. CCTV cameras in all the class rooms, Labs, staff room and corridors.
8. A/C at Staff room.

Hostel facility to candidates on a payment basis based on the availability.

## MEMORANDUM OF UNDERSTANDING

This **Memorandum of Understanding** (hereinafter called as the 'MOU') is entered into on this the Fifteenth April Two Thousand and Seventeen (**15 / 04 / 2017**), by and between

**UTL Technologies Limited**, a UTL Group Company, a company incorporated under the laws of India and having its office at No.19/6, Ashokapuram School Road, Industrial Suburb, Yeshwanthpur, Bangalore – 560 022 and represented herein by its Divisional Head, Mr. Srinivasa Raju, (hereinafter referred to as “**UTL**”)

**AND**

**SRK Institute of Technology**, sponsored by SRK Foundation a non-profit organization registered under Educational Society under the Act of 2001 (Reg. No.:276 dated 15/02/2017) having its principal office at 3-44, Enikepadu, Vijayawada - 521108, Andhra Pradesh, represented herein by its Correspondent Mr. Srikrishna, (hereinafter referred as “**SRK**”)

(UTL and SRK are hereinafter jointly referred to as ‘Parties’ and individually as ‘Party’)

### **WHEREAS:**

- A) **UTL** is engaged in Education, Skill Development and R&D Services in the fields of Telecom, Networking, Embedded Systems, VLSI, IT and related fields
- B) UTL Technologies is promoted by UTL Group, Bangalore based 3-decade old ICT Solutions Company. UTL Group started with an initial focus on telecom Products & Solutions and moved on to Telecom Services in the form of Cellular Services Company. Simultaneously UTL moved into e-Governance services. UTL has today built the e-governance infrastructure in six states /provinces in INDIA
- C) UTL’s Associates and Partners include Ministry of External Affairs, Govt. of India, Visvesvaraya Technological University (VTU), Telecom Sector Skill Council of India (TSSCI), Electronics Sector Skill Council of India (ESSCI), ZTE Corporation China, IL&FS Skills.
- D) SRK is a reputed University
- E) SRK & UTL 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.
- F) Both Parties, being legal entities in themselves desire to sign this MOU for advancing their mutual interests.

**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 Chennai. 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 UTL and SRK co-operation will relate effective utilization of the intellectual capabilities of the faculty of SRK providing significant inputs to them in developing suitable teaching / training systems, keeping in mind the needs of the industry.
- 1.3 The general terms for co-operation shall be represented 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 / engineers 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:** Frist Party can give valuable inputs to the SRK, suitably customize the curriculum and in teaching / training methodology, so that the students fit into the industrial scenario meaningfully.
- 2.3 **Industrial Training & Visits:** Industry and Institution interaction will give an insight in to the latest developments / requirements of the industries; UTL to permit the Faculty and Students of SRK to visit its group companies and also involve in Industrial Training Programs at Bangalore. 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.
- 2.4 **Research and Development:** Both Parties have agreed to carry out the joint research activities in the fields of Electronics and Communications

- 2.5 **Skill Development Programs:** UTL to train the students of SRK on the emerging technologies in order to bridge the skill gap and make them industry ready
- 2.6 **Guest Lectures:** UTL to extend the necessary support to deliver guest lectures to the students of the SRK on the technology trends
- 2.7 **Faculty Development Programs:** UTL to train the Faculties of SRK
- 2.8 Both Parties to obtain all internal approvals, consents, permissions, and licenses of whatsoever nature required for offering the Programmes on the terms specified herein
- 2.9 Financial considerations can be decided at the time of issuing work orders

**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 **Training Partner** or **UTL**, as the case may be, will take effective steps for implementation of this MOU. Any act on the part of **Training Partner** or **UTL**, 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 **UTL** and **SRK** 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.

**AGREED:**

For UTL Technologies Ltd

For SRK Institute of Technology.

  
\_\_\_\_\_  
Authorized Signatory

\_\_\_\_\_  
Authorized Signatory

<b>UTL Technologies Ltd</b>	<b>SRK Institute of Technology</b>
No.19/6, Ashokapuram School Road,	No 3-44, Enikepadu
Industrial Suburb, Yeshwanthpur	Vijayawada
Bangalore	Andhra Pradesh, INDIA - 521108
Karnataka, INDIA – 560 022	
Phone: +91 80 23472171	Phone: 9866409999
Website: <a href="http://www.utltraining.com">www.utltraining.com</a>	Website: <a href="http://www.srkit.in">www.srkit.in</a>
Email – <a href="mailto:srinivasraju@utltraining.com">srinivasraju@utltraining.com</a>	Email -

Witness1:

Witness2:

SRK Institute of Technology 2017.18 Audit

ENIKEPADU  
VIJAYAWADA

Utl Technologies  
Ledger Account

1-Apr-2017 to 31-Mar-2018

Date	Particulars	Vch Type	Vch No.	Debit	Page 1 Credit
23-6-2017	Cr Syndicate Bank(College-392)	Payment	1259	1,49,040.00	
27-6-2017	Dr Technical Training	Journal	183		1,49,040.00
15-12-2017	Cr Syndicate Bank(College-392)	Payment	3742	1,16,640.00	
	Dr Technical Training	Journal	409		1,16,640.00
19-3-2018	Cr Syndicate Bank(College-392)	Payment	4954	73,278.00	
	Dr Technical Training	Journal	547		73,278.00
				<b>3,38,958.00</b>	<b>3,38,958.00</b>

All the above information is reflected in the Audit statements.  
Above statement is true & correct as per best of my knowledge.



For SPKR & ASSOCIATES  
CHARTERED ACCOUNTANTS

*R. Padma*

PARTNER.  
FRN: 014518S MNO: 220807

*[Signature]*

PRINCIPAL  
SRK Institute of Technology  
ENIKEPADU, VIJAYAWADA-521 108

**SRK INSTITUTE OF TECHNOLOGY**  
**ENIKEPADU, VIJAYAWADA**  
**SPONSORS:SRK FOUNDATION**  
**INCOME & EXPENDITURE STATEMENT FOR THE YEAR ENDING ON 31.03.2018**

EXPENDITURE	AMOUNT		INCOME	AMOUNT	
	RS.	PS.		RS.	PS.
Salaries Teaching	5,08,50,037.00		Fees Received		12,03,39,338.06
Salaries Non Teaching	69,21,838.00		- Vide Schedule 1		
Chairman Sir Remuneration	16,80,000.00				
Secretary Remuneration	16,80,000.00				
Provident Fund	4,83,114.00				
ESI	2,92,342.00				
Staff Welfare	27,578.00				
Security Charges	26,52,625.00		<b>Excess of Expenditure Over Income</b>		84,04,801.50
Travelling Expenses	56,68,675.28				
Electricity Charges	41,36,772.00				
Advertisement	16,37,285.00				
PF ADMIN Charges	35,863.00				
IS Certification Expenses	41,300.00				
Bank Charges	69,338.97				
Journals	18,397.00				
AICTE renewal Exp	3,00,000.00				
AICTE Inspection charges	29,936.00				
Sanitary Expenses	43,970.00				
Bio Matric exp	1,13,925.00				
News paper and periodicals	35,845.00				
Affiliation Fee(JNTU)	36,05,250.00				
JNTU reg Fees	18,85,350.00				
Students Welfare	2,48,749.13				
Fire Expenses	20,250.00				
Technical Training to Students	16,48,479.90				
Air Condition repairs	34,494.48				
Telephone Charges	2,47,243.73				
Lift Maintenance	97,138.00				
Mgt Seats Processing Fees	1,90,500.00				
Computer Maintenance	1,81,222.10				
Audit Fee	1,77,000.00				
Consultancy Fees	30,000.00				
CII Membership fees	47,250.00				
General Exp	56,308.74				
Taxes and Licences	46,560.00				
Printing & Stationery	8,89,770.75				
Electrical repairs	3,13,873.80				
Repairs and Maintenance	3,46,431.50				
Ups Maintenance	84,960.00				
Garden Maintenance	36,580.00				
Furniture Repairs	45,820.00				
Seminar Expenses	3,14,172.00				
Rentals	17,59,823.00				
Generator Maintenance	11,676.33				

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Vehicle Maintenance	10,17,622.76
Student Scholarship	2,62,000.00
Faculty development Prog	91,400.00
Sms Expenses	16,000.00
Fest Expenses	95,259.00
Lab Maintenance	2,13,223.80
Insurance on Vehicles	8,92,432.00
Courier Charges postage	8,097.00
Intercom Phones AMC	3,000.00
CSI Chapter Membership	12,980.00
Delnet Developing Library Fees	13,570.00
Placement Training	1,09,791.00
Interest On FDRs	5,014.14
Interest on Syndicate Bank OD	1,51,900.67
Interest to Chola Finance	2,65,686.00
Interest to HDB	1,50,073.47
Interest to Sundaram Finance	3,85,311.90
Interest on Unsecured Loan	849996.00
Internet Bill	2,10,975.00
Lighting Maintenance	1,39,84,248.89
Software Exp	2,02,130.00
Sports Exp	24,916.00
Cable bill	4,090.00
College Occasion Exp	1,87,058.00
Guest Welfare	1,17,596.00
Professional Fees	16,20,000.00
<b>Depreciation</b>	<b>1,88,12,023.22</b>

**12,87,44,139.56**

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FOR OUR REPORT OF EVEN DATE

For SPKR and Associates

Chartered Accountants

FRN: 0145185

*R. Padmaja*

(CA Padmaja Rayala)

Partner

IC M.No.220807

PLACE: Vijayawada



For SRK Institute of Technology

*BM*  
SECRETARY

*Chakravarthy*

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