

# **BETWEEN**

# Parvathaneni Brahmayya Siddhartha College of Arts & Science

An autonomous college under the jurisdiction of Krishna University,

MTM., Siddhartha Nagar, Moghalrajapuram,

Vijayawada -520010, Andhra Pradesh, INDIA

# **AND**



# INDIAN SERVERS PRIVATE LIMITED

48 19-2/3, VINAYAKA TEMPLE ROAD, VIJAYAWADA-520 008, KRISHNA, ANDHRA PRADESH, INDIA

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# MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (hereafter called as the 'MOU') is entered into on this the 16<sup>th</sup> day of March - Two Thousand Twenty Four (2024).

#### **BETWEEN**

P.B. SIDDHARTHA COLLEGE OF ARTS & SCIENCE, SIDDHARTHA NAGAR, VIJAYAWADA, INDIA - 520010 the first party represented herein by its Dr.T.S.Ravi Kiran, Head, Department of Computer Science (hereinafter referred as "First Party", the institution which expression, unless excluded by or repugnant to the subject or context shall include its successors - in-office, administrators and assigns).

**AND** 

Mr.D.Sai Satish, CEO, INDIAN SERVERS PRIVATE LIMITED, 48 19-2/3, VINAYAKA TEMPLE ROAD, VIJAYAWADA, KRISHNA. ANDHRA PRADESH - 520008 (hereinafter referred to as "Second Party", company which expression, unless excluded by or repugnant to the subject or context shall include its successors — in-office, administrators and assigns).

#### WHEREAS:

- A) First party is a higher Educational Institution named P.B. Siddhartha College of Arts & Science, Siddhartha Nagar, Vijayawada
- B) First Party & Second Party believe that collaboration and co-operation between themselves will promote more effective use of each of their resources and provide each of them with enhanced opportunities.
- C) The Parties intent to cooperate and focus their efforts on cooperation within area of *Skill Based Training*, *Education* and *Research*.
- D) Both Parties, being legal entities in themselves desire to sign this MOU for advancing their mutual interest.
- E) Indian Servers Private Limited, Vijayawada, the Second Party is engaged in *Business*, Software Consultancy, Skill Development, Education and R&D Services.

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

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

- 1.1 Both Parties are united by common interests and objectives, and they shall establish channels of communication and co-operation that will promote and advance their respective operations within the Institution and its related wings. The Parties shall keep each other informed of potential opportunities and shall share all information that may be relevant to secure additional opportunities for one another.
- 1.2 First Party and Second Party co-operation will facilitate effective utilization of the intellectual capabilities of the faculty of First Party providing significant inputs to them in developing suitable *Teaching | Training Systems*, keeping in mind the needs of the industry, the Second Party.
- 1.3 The general terms of co-operation shall be governed by this MOU. The parties shall cooperate with each other and shall, as promptly as is reasonably practical, enter into all relevant agreements deeds and documents (the 'Definitive Documents') as may be required to give effect to the actions contemplated in terms of this MOU. The term of Definitive Documents shall be mutually decided between the Parties. Along with the Definitive Documents, this MOU shall represent the entire understanding as to the subject matter hereof and shall supersede any prior understanding between the parties on the subject matter hereof.

## **CLAUSE 2: SCOPE OF THE MOU**

- 2.1 The budding graduates from the institutions could play a key role in technological up-graduation, innovation and competitiveness of an industry. Both parties believe that close co-operation between the two would be of major benefit to the student community to enhance their skills and knowledge.
- Curriculum Design: Second Party will give valuable inputs to the First Party in Teaching / Training Methodology and suitably customize the curriculum so that the students fit into the industrial scenario meaningfully.
- 2.3 **Industrial Training & Visits:** Industry and Institution interaction will give an insight into the *Latest Developments / Requirements* of the industries, the Second

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Party to permit the *Faculty* and *Students* of the First Party to visit its group companies and also involve in *Industrial Training Programs* for the First Party. The industrial training and exposure provided to students and faculty through this association will build confidence to working career. The Second Party will provide its *Laboratories / Workshops / Industrial Sites* for the *Hands-on Training* of the learners enrolled with the First Party.

- 2.4 Internships and Placement of Students: Second Party will actively engage to help the delivery of the *Internship* and *Placement* of students of the First Party into *Internships / Jobs*, as per AICTE Internship Policy Portal for disseminating the *Internship Opportunities* available with them.
- 2.5 **Research and Development:** Both Parties have agreed to carry out the *Joint Research Activities*.
- 2.6 **Skill Development Programs:** Second Party to train the students of First Party on the *Emerging Technologies* in order to bridge the skill gap and make them industry ready.
- 2.7 **Guest Lectures:** Second Party to extend necessary support to deliver *Guest Lectures* to the students of the First Party on the technology trends and in house requirements.
- 2.8 **Faculty Development Programs:** Second Party to train the Faculties of First Party for imparting *Industrial Exposure / Training* as per the industrial requirement considering the National Occupational Standards in concerned sector, if available.
- 2.9 Both Parties to obtain all *Internal Approvals*, *Consents*, *Permissions* and *Licences* of whatsoever nature required for offering the programs on the terms specified herein.
- 2.10 There is no financial commitment on the part of the P.B.SIDDHARTHA COLLEGE OF ARTS & SCIENCE, Siddhartha Nagar, Vijayawada, the First Party to take up any program mentioned in the MOU. If there is any financial consideration, it will be dealt separately.

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### **CLAUSE 3: INTELLECTUAL PROPERTY**

3.1 Nothing contained in this MOU shall, by *Express Grant*, *Implantation*, *Estoppel* or otherwise, create in their Party any *Right*, *Title*, *Interest* or *Licence* in or to the *Intellectual Property* (including but not limited to know how, inventions, patents, copy rights and designs) of the other party.

#### **CLAUSE 4: VALIDITY**

- This Agreement will be valid until it is expressly terminated by either Party on mutually agreed terms, during which period P.B.SIDDHARTHA COLLEGE OF ARTS & SCIENCE, Siddhartha Nagar, Vijayawada, the Second Party, as the case may be, will take effective steps for implementation of this MOU. Any act on the part of TRAINING PARTNER or INDIAN SERVERS PRIVATE LIMITED, the Second Party after termination of this Agreement by way of *Communication*, *Correspondence* etc., shall not be constructed 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**

It is expressly agreed that First party and Second Party are acting under this MOU as independent contractors, and the relationship established under this MOU shall not be construed as a partnership. Neither Party is authorised 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.

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

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## Jurisdiction:

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

# **AGREED:**

For P.B. SIDDHARTHA

COLLEGE OF ARTS & SCHOOL

Authorized Signatory

**Authorized Signatory** 

P.B. SIDDHARTHA COLLEGE OF ARTS & SCIENCE	INDIAN SERVERS PRIVATE LIMITED
Siddhartha Nagar, Vijayawada, Krishna District, Andhra Pradesh-520010.	Indian Servers Private Limited 48 19-2/3, Vinayaka Temple Road Vijayawada, Krishna. Andhra Pradesh - 520008
Dr.T.S.Ravi Kiran,	Mr.D.Sai Satish,
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GST Number: 37AABTS1271J3ZB	TAN Number: HYD107004E

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