



MEMORANDUM OF UNDERSTANDING



Between **P. B. Siddhartha College of Arts & Science**

An autonomous college under the jurisdiction of Krishna University, MTM.
Siddhartha Nagar, Moghalrajapuram,
Vijayawada -520010, Andhra Pradesh, INDIA



Aadhya Analytics

And **Aadhya Analytics**
Gannavaram, Vijayawada
Andhra Pradesh. INDIA

This bipartite agreement (the “Bipartite Agreement”) is entered into on October 10, 2018 between:

1. **Parvathaneni Brahmayya Siddhartha College of Arts & Science**, Siddhartha Nagar, Moghalrajapuram, Vijayawada-520010, Andhra Pradesh, INDIA (hereinafter referred to as **P.B. Siddhartha College of Arts & Science**).
2. **Aadhya Analytics**, Gannavaram, Vijayawada, Andhra Pradesh. INDIA

Each of the above individually referred to as a “Party” and collectively the “Parties”.

1. Whereas

P B SIDDHARTHA COLLEGE OF ARTS AND SCIENCE with a fair intent of faculty exchange, students exchange and expertise sharing for the mutual benefit of two colleges. Subject delivery, training the faculty, hands-on experience, curriculum design, research, collaborations, consultancy and outreach programmes are the chosen fields for mutual cooperation for a period of five years starting from October 10, 2018.

2. Representations

Each party represents and warrants that:

- (i) It has the power to enter into this Agreement and has duly authorized the execution and delivery of this Agreement:

And

- (ii) Its obligations set out in this Agreement constitute its legal, valid and binding obligations enforceable in accordance with their terms.

3. Intellectual Property Rights:

Intellectual property rights of any design, product, prototype, idea that develops under the program shall rest with the concerned student/startups or its members and the college.

4. Scope

Mutual Non-disclosure and Non Compete Agreement

This Agreement is made as of the 10th October, 2018, between “Aadhya Analytics”, with office at 2-39, Old SBI Road, Sri Nagar Colony, Gannavaram, India and “P B Siddhartha College of Arts and Science, Vijayawada” In order to pursue discussions regarding a relationship between the parties here to the “Business Purpose”, Aadhya Analytics has disclosed certain confidential information to P B Siddhartha College of Arts and Science to be used only for and disclosure in future at any place as this becomes the property of Aadhya Analytics only. In consideration of the other party’s disclosure of such information, each party agrees as follows: 1. This Agreement will apply to all confidential and proprietary information relating to client details and their information disclosed by Aadhya Analytics or obtained during P B Siddhartha College of Arts and Science tenure at Aadhya Analytics which Aadhya Analytics identifies as confidential or which otherwise is reasonably understood by P B Siddhartha College of Arts and Science to be confidential and proprietary Information 2. P B Siddhartha College of Arts and Science agrees (i) to hold Aadhya Analytics and its Clients’ Confidential contact details and their Information in strict confidence, (ii) and not disclose such Confidential Information for his own purpose or with future Employees. P B Siddhartha College of Arts and Science agrees not to disclose such Confidential Information to third parties under any circumstances. 3. P B Siddhartha College of Arts and Science recognizes and agrees that nothing contained in this Agreement will be construed as granting any rights to the receiving party, by license or otherwise, to any of or all disclosing party’s Confidential Information except as specified in this Agreement. 4. From the date of termination of all business engagements between the two parties, P B Siddhartha College of Arts and Science I will not directly or indirectly, solicit business from the Aadhya Analytics customers about whom the information was shared or provided, during the business activities or P B Siddhartha College of Arts and Science tenure with Aadhya Analytics. 5. After the termination of business relationship between the two parties, P B Siddhartha College of Arts and Science will not directly or indirectly, solicits Aadhya Analytics Employees under any circumstances. 6. This Agreement will be construed, interpreted, and applied in accordance with the Laws of State of Andhra Pradesh, India Legal action can be prompted for Violating any of the above terms. IN WITNESS WHEREOF, the parties hereto have executed this Agreement by their duly authorized officers or representatives.

5. Exit

P.B. Siddhartha College of Arts & Science and Andhra Loyola College retain the right to exit from this obligation without assigning any reasons but with 30 days notice and without any financial commitment.

6. **Arbitration and jurisdiction:**

- (i) All disputes that arises out of this agreement shall be amicably settled among parties and in case of any further dispute, shall be settled by the parties.
- (ii) P B Siddhartha College of Arts & Science will be responsible for all legal issues/litigations that arise from this agreement.
- (iii) This Agreement shall be governed by and construed in accordance with Indian law.
- (iv) The courts of Vijayawada have exclusive jurisdiction to here and decide any suit, action or proceedings, and to settle any disputes, which may arise out of or in connection with this Agreement and for these purposes each party irrevocably submits to the jurisdiction of the courts of Vijayawada.

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the date first written above.

Signed by:

Principal
M. Ramu


For and behalf of

P B. Siddhartha College of Arts & Science
Vijayawada-520010, Andhra Pradesh, INDIA

Witness:

1.

[Signature]

2.

[Signature]

Signed by:

VIJAY KUMAR REDDY
[Signature]

For and behalf of

Aadhya Analytics
Gannavaram, Vijayawada, Andhra Pradesh. INDIA

Witness:

1.

P. Sai sruen Varji

2.

M. Toyabree