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MEMORANDUM



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

**Tally Institute of Learning
(MBS Information Technologies),**

Siddhartha Nagar 7th Line,

Besides Lalitha Jewelers,

Pinnamaneni Polyclinic Road,

Vijayawada – 520010, Andhra Pradesh,

INDIA

MEMORANDUM OF UNDERSTANDING

This **Memorandum of Understanding** (here in after called as the 'MOU') is entered in to on this the (Date: 6th December 2023), by and between

Department of Commeree, Parvathaneni Brahmayya Siddhartha College of Arts & Science, Siddhartha Nagar, Moghalrajpuram, Vijayawada 520010 Krishna District, Andhra Pradesh, India, the First Party and represented here in by its Dr. Rajesh C Jampala, HoD, Commerce & Business Administration (here in after referred as 'PBSCAS', the institution which expression, unless excluded by or repugnant to the subject or context shall include its successors-in-office, administrators and assigns).

AND

Tally Institute of Learning (MBS Information Technologies), the Second Party, and represented herein by its Managing Director Sri T.V.S. Mahadev, (here in after referred as 'TIL', the company which expression, unless excluded by or repugnant to the subject or context shall include its successors-in-office, administrators and assigns).

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

WHEREAS:

We share the common vision of empowering the students by imparting industry-relevant skill sets and increasing their employability.

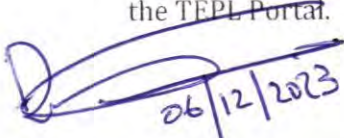
To achieve our common goal **TIL** and **PBSCAS** would collaborate on the following framework to execute the student's training.

Role of M/s Tally Institute of Learning:

1. To provide the Digital Content for Tally Essential Level 1 training.
2. To provide support for the execution of training in terms of technical know-how.
3. To conduct online assessments for the students enrolled in the training as per the details shared by P B Siddhartha College of Arts & Science College
4. To issue a Tally course completion certificate (digital), to all the students who has successfully qualified for the online assessments

Role of P B Siddhartha College of Arts & Science College:

1. To provide the required infrastructure for conducting campus training.
2. To organize the online assessments as per the Tally Education assessment guidelines.
3. To make payment to TIL (MBS Information Technologies) before register the candidates in the TEPL Portal.


26/12/2023



Payment Terms:

As per TIL (MBS Information Technologies)

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:

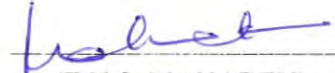
For **Parvathaneni Brahmayya**
Siddhartha College of Arts & Science



(Dr. RAJESH C JAMPALA)

HoD, Commerce & Business Administration

For **Tally Institute of Learning,**

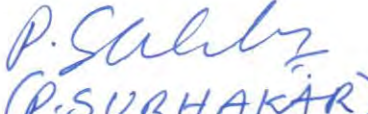
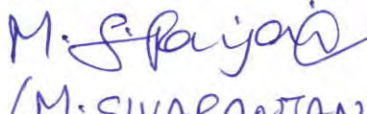


(T.V.S. MAHADEV)

Managing Director

Name of Institution : Parvathaneni Brahmayya Siddhartha College of Arts & Science	Name of Company: Tally Institute of Learning
Address: Siddhartha Nagar, Moghalrajpuram, Vijayawada – 520 010, Krishna District, Andhra Pradesh, India.	Address: Siddhartha Nagar 7 th Line, Besides Lalitha Jewelers, Pinnamaneni Polyclinic Road, Vijayawada – 520010, Andhra Pradesh, INDIA
Contact Details: Dr.Rajesh C Jampala HoD, Commerce & Business Administration Ph : 0866-2475966; 9866806069	Contact Details : Mr. T.V.S. Mahadev MD, M : 9392100579
E-mails : dean@pbsiddhartha.ac.in	E-mails: mbsinformationtechnologies@gmail.com
Web : www.pbsiddhartha.ac.in	Web : www.tallyeducation.in

Witness :

1. 
(P.SUBHAKAR)
2. 
(M.SIVARANJANI)



6/12/23

Witness :

1. 

2.

**MEMORANDUM OF UNDERSTANDING
(MoU)**



BETWEEN

**Parvathaneni Brahmaya
Siddhartha College of Arts & Science**

An autonomous college under the jurisdiction of Krishna University, Machilipatnam,
Siddhartha Nagar, Moghalrajapuram,
Vijayawada – 520 010, Andhra Pradesh, INDIA

AND

Sri Venkata Subba Rao Maddukuri,
Consultant Advisor, Solid Waste Management
and Founder Advisor,
Vijayawada Municipal Corporation,
Vijayawada – 520 010, Andhra Pradesh, INDIA

MEMORANDUM OF UNDERSTANDING

This **Memorandum of Understanding** (here in after called as the 'MOU') is entered in to on this the (**Date: 27th June, 2023**), by and between

The Department of Zoology, Parvathaneni Brahmayya Siddhartha College of Arts & Science, Siddhartha Nagar, Moghalrajpuram, Vijayawada 520010 Krishna District, Andhra Pradesh, India, the First Party and represented here in by its Dr.P. Srinivasa Rao (here in after referred as '**PBSCAS**', the institution which expression, unless excluded by or repugnant to the subject or context shall include its successors-in-office, administrators and assigns).

AND

Sri Venkata Subba Rao Maddukuri, Consultant Advisor, Solid Waste Management and Founder Advisor, Vijayawada Municipal Corporation, Vijayawada the Second Party, and represented herein by its Sri Venkata Subba Rao Maddukuri, (here in after referred as 'Consultant Advisor' the person which expression, unless excluded by or repugnant to the subject or context shall include its successors-in-office, administrators and assigns).

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

WHEREAS:

- A) PBSCAS is a Higher Educational Institution named: **Parvathaneni Brahmayya Siddhartha College of Arts & Science.**
- B) PBSCAS and Consultant Advisor 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 Solid Waste Management and vermin compost trainer and technical advisor.
- D) 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 FOR THIS MoU, THE PARTIES HERE TO AGREE AS FOLLOWS:

VALIDITY

This Agreement will be valid up to **Two Years.**

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.

V.S.R. Maddukuri

P. Srinivasa Rao

RELATIONSHIP BETWEEN THE PARTIES

1. Introduction of Workshop or New Concept etc., _
2. Formation of the Committee.
3. Workshop will be conducted by the Consultant Advisor on the following:-
 1. Concept Class (Power Point Presentation)
 2. Concept of Bio-degradable collection methods
 3. Concept of Bio-degradable waste composting process (Windrow and Nadep composting process)
 4. Organic Manure manufacturing procedure (s)
 5. Vermi Composting manufacturing Process
 6. Technical Training will be imparted to the staff of the institution or any others nominated by the Institution or Committee.

Commercials:

As per the norms of P.B. Siddhartha College of Arts & Science, Vijayawada.

AGREED:



(VENKATA SUBBA RAO M)
Authorized Signatory



(Dr. P. SRINIVASARAO)
Authorized Signatory

Sri Venkata Subba Rao Maddukuri	Parvathaneni Brahmayya Siddhartha College of Arts & Science
Address: 39-08-38, Durga Bhavan, Durga Rice Mill road, Venkateswarapuram, Vijayawada – 10.	Address : Siddhartha Nagar, Moghalrajpuram, Vijayawada – 520 010, Krishna District, Andhra Pradesh, India.
Contact Details : Sri M. Venkata Subba Rao Ph : 9397855668 & 9603611158	Contact Detail: Dr.P. Srinivasa Rao Ph : 0866-2475966; 6305286670
E-mails: mvsubarao63@gmail.com	E-mails : principal@pbsiddhartha.ac.in


Witness:

1. 

2. 

Witness:

1. 

2. 

**MEMORANDUM OF
UNDERSTANDING (MOU)**

BETWEEN



**P.B.SIDDHARTHA COLLEGE OF
ARTS & SCIENCE, SIDDHARTHA NAGAR,
VIJAYAWADA**

&



**PRAGMATIQ SYSTEMS INC, D401, VAJRA
SREENIVASAM, RAGHAVENDRA COLONY,
KONDAPUR, HYDERABAD - 500084**

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (hereafter called as the 'MOU') is entered into on this the 13th day of May - Two Thousand Twenty Three (2023).

BETWEEN

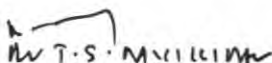
P.B. SIDDHARTHA COLLEGE OF ARTS & SCIENCE, SIDDHARTHA NAGAR, VIJAYAWADA, INDIA - 520010 the first party represented herein by its Dr.T.S.Ravi Kiran, Head, Department of Computer Science (hereinafter referred as "**First Party**", the institution which expression, unless excluded by or repugnant to the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

AND

Bharat Kumar Reddy Gujavarti, Founder & CEO, **PRAGMATIQ SYSTEMS INC, D401, VAJRA SREENIVASAM, RAGHAVENDRA COLONY, KONDAPUR, HYDERABAD - 500084** (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) Pragmatiq Systems Inc, the Second Party is engaged in *Business, Software Consultancy, Skill Development, Education and R&D Services*.


Dr. T.S. Ravi Kiran




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.


M. T. S. MULLIKAN



- 2.2 **Curriculum Design:** Second Party will give valuable inputs to the First Party in *Teaching / Training Methodology* and suitably customize the curriculum so that the students fit into the industrial scenario meaningfully.
- 2.3 **Industrial Training & Visits:** Industry and Institution interaction will give an insight into the *Latest Developments / Requirements* of the industries, the Second Party to permit the *Faculty* and *Students* of the First Party to visit its group companies and also involve in *Industrial Training Programs* for the First Party. The industrial training and exposure provided to students and faculty through this association will build confidence 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.

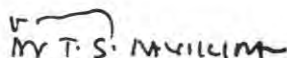
- 2.8 **Faculty Development Programs:** Second Party to train the Faculties of First Party for imparting *Industrial Exposure / Training* as per the industrial requirement considering the National Occupational Standards in concerned sector, if available.
- 2.9 Both Parties to obtain all *Internal Approvals, 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.

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

- 4.1 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 PRAGMATIQ TECHNOLOGIES, the Second Party after termination of this Agreement by way of *Communication, Correspondence* etc., shall not be constructed as an extension of this MOU.


M. T. S. MULLA

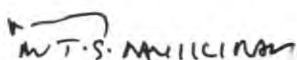


4.2 Both parties may terminate this MOU upon 30 calendar days' notice in writing. In the event of Termination, both parties have to discharge their obligations.

CLAUSE 5: RELATIONSHIP BETWEEN THE PARTIES

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

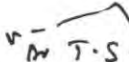

M.T.S. NARAYANAN



AGREED:

For Name of Institution

PB SIDDHARTHA COLLEGE OF ARTS & SCIENCE


Dr. T.S. RAVI KIRAN
Authorised Signatory 13/05/2023


Authorised Signatory

PB SIDDHARTHA COLLEGE OF ARTS & SCIENCE	PRAGMATIQ SYSTEMS INC
Siddhartha Nagar, Vijayawada, Krishna District, Andhra Pradesh 520010.	Pragmatiq Systems Inc, D401, Vajra Sreenivasam, Raghavendra Colony, Kondapur, Hyderabad - 500084
Dr.T.S.Ravi Kiran, HOD, Department of Computer Science Mobile: 9441176980	Mr. Bharat Kumar Reddy Gujavarti, M.C.A, PGDHRM Founder & CEO, Pragmatiq Systems Inc, Hyderabad Mobile: 8978191977, 8374451977
Email: hodcsc@pbsiddhartha.ac.in	Email: bharat@pragmatiq.in
http://www.pbsiddhartha.ac.in	https://pragmatiq.in/
GST Number: 37AABTS1271J3ZB	GST Number: 36AAKCP8845K1ZO

Witness1:


Witness1:



Witness2:


Witness2:



ఆంధ్రప్రదేశ్ ఆంధ్ర ప్రదేశ్ ANDHRA PRADESH

DC 280787

SI.No. 6125 Dt. 12/04/2023 Rs. 100/-

Sold to Sri. Yarlagadda Raja Indu Prasad & Venkata Krishna Rao, V.J.A.M. DEVI SRAVANTHI
For Whom. Star Health and Allied Insurance company Ltd, Chennai.

M. Devi Sravanthi
LICENSED STAMP VENDOR
L.No: 06-27-001/2022
VALID UPTO: 31-12-2024
26-9-4, GANDHINAGAR,
VIJAYAWADA-520 003.
Cell: 9959033444

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (hereinafter called as the MoU) is entered into on this the 12th April 2023.

By and Between

STAR HEALTH AND ALLIED INSURANCE COMPANY LTD having its registered office at No:1, New Tank Street, Valluvar kottam High Road, Nungambakkam, Chennai- 600034 a company duly incorporated under Companies Act 1956 and licensed by Insurance Regulatory and Development Authority of India to carry on the business of Health Insurance bearing License no 129 represented by its Assistant Vice-President Mr. Nagendra Krishna Kamineni (Hereinafter referred to as '**Star Health Insurance**', the company which expression, unless excluded by the subject or context shall include its successors-in-office, administrators and assigns).

AND

Parvathaneni Brahmayya Siddhartha College of Arts & Science, Vijayawada, Andhra Pradesh, an academic college established in 1975, a premier



institution operating from Vijayawada and represented herein by its Principal, Dr. Meka Ramesh

(Hereinafter referred to a 'College' institution which expression, unless excluded by the subject or context shall include its successors-in-office, administrators and assigns).

(Star Health Insurance and college are hereinafter jointly referred to as 'Parties' and individually as 'Party')

The Star Health Insurance and Parvathaneni Brahmayya Siddhartha College of Arts & Science have come to an understanding to conduct the Vocational/Elective course for promoting insurance awareness and enhancing employment opportunities for the students in the Health Insurance Sector. Star Health Insurance will be the operational institution responsible for implementing the proposed certificate course governed by this MoU.

WHEREAS the Parvathaneni Brahmayya Siddhartha College of Arts & Science in academics for educating the students for degrees B.A., B.Com., B.Com.(Hons.) Accounting & Finance, B.Com.(Hons.) Tax Procedures & Practice, B.Com. (Computer Applications), B.B.A., B.B.A. (Business Analytics), B.C.A. and B.Sc. programmes with Mathematics, Physics, Computer Science, Electronics, Statistics, Chemistry, Data Science, B.Sc.(Computer Applications, Mathematics & Electronics) and Diploma in Yoga Education (DYEd). PG programmes are M.A. (English), M.Com., M.B.A., M.C.A., M.Sc. programmes with Mathematics, Chemistry, Computer Science and Physics.

The Star Health Insurance and college agree that collaboration and co-operation between themselves will promote more effective use of their resources for mutual interest in enhancing opportunities for students. Both Parties being legal entities have decided to sign this MoU based on mutually agreed terms and conditions.



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

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.

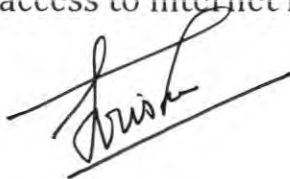
1.2 Star Health Insurance shall facilitate effective utilization of the intellectual capabilities of their faculty and their resources in developing syllabus/course modules and conducting capacity building, keeping in view the needs of the students. The college shall provide the required support for the smooth implementation of the above.

1.3 The general terms of this understanding shall be governed by this MoU and this MoU shall represent entire understanding as to the subject matter hereof and shall supersede any prior correspondence exchanged understanding between the Parties in this regard.

2. SCOPE OF THE MoU

2.1 **Programme:** Under this project Star Health Insurance will collaborate with the college jointly to offer programs for enrolment of students in the Vocational/Elective course offered by college. The Star Health Insurance in consultation with the college will introduce the vocational/elective course for Health Insurance through Online Platforms/Offline classroom sessions at college premises, depending upon circumstances. Both parties undertake close co-operation so as to ensure major benefit to the student community to enhance their knowledge and skills. The curriculum shall be devised by Star Health Insurance Training and to be approved by the college as per norms.

2.2 **Eligibility:** They should have completed 18 years of age at the time of joining the course. In view of online classes, those having uninterupted access to internet facilities shall be given priority.



2.3 Hours of Coverage: The duration of course would be for 35 hours.

2.4 Financial Commitments: The First Party shall bear the expenses of the Faculty/ development and publication of course materials / conducting the course as per regulatory norms. . Star Health Insurance Company has no objection in the college charging fee as per college norms from Students for enrolling in the vocational course in Health Insurance.

2.5 Certificate: The students after completion of the vocational course and on passing prescribed exams applicable would be eligible for certification.

2.6 The First Party may consider providing self-employment opportunities to candidates successfully completing the certificate course subject to fulfillment of their eligibility under Regulations.

2.7 The Student who takes up this certificate course offered by the college after their successful completion of IC 38 exam shall take up appointment as Agent with Star Health Insurance, if they so desire.

3. OBLIGATIONS OF THE PARTIES

Obligations of the college:

The college undertakes to:

- A. Identify the students interested/willing to participate in the Vocational/Elective Course on Health Insurance.
- B. Appoint focal points to coordinate with Star Health Insurance concerning all aspects of implementation of the course for its smooth functioning in college and constituent colleges as applicable.
- C. Monitoring Attendance – college shall monitor the attendance of the students enrolled for the course and share the same with Star Health Insurance, as per prescribed frequency mutually agreed upon.
- D. To ensure no absenteeism or cancellation of sessions planned for the smooth conduct of the course.
- E. The college shall ensure that students should attend the examination conducted by Insurance Institute of India without fail.



F. On being declared passed, distribute certificates to the students who have successfully completed the course.

Obligations of Star Health Insurance:

- A. Star Health Insurance Training shall be fully responsible for the preparation of the course curriculum and course design. Star Health Insurance Training shall be responsible for conducting the health insurance course. Star Health Insurance Training shall conduct the course for a total period of 35 hours.
- B. The period in which it will be covered and the Number of sessions per week per day will be arrived at, as mutually agreed upon with the Second Party.
- C. Training will be conducted on Zoom online or Offline platform to start with.
- D. The course will be delivered in Hindi/Punjabi/English.
- E. The trainers would be provided by the Star Health Insurance.
- F. Printing of course completion certificate, under joint signatures using Star Health Insurance and college Logo/Emblem.

The above list is representative and not exhaustive.

4. SINGLE POINT OF CONTACT

Each party shall provide the other party with a single point of contact (SPOC) for each functional area for all inquiries regarding the implementation of this MoU/conduct of the course. Each party shall accept all inquiries from the other Party and provide timely and coordinated responses.

The First Party appoints Putrevu Ravi Shankar, IC38 Agency Head, Vijayawada Zone, Star Health Insurance, as Course Director and SPOC, on its behalf.



5. CONFIDENTIALITY

Except as otherwise specified herein, each Party expressly undertakes to retain in confidence all information and know-how transmitted to it by the other Party in the course of the relationship governed by this MoU that the Disclosing Party identifies as being proprietary and/or confidential or that, by the nature of the circumstances surrounding the disclosure, sought in good faith to be treated as proprietary and/or confidential by the Receiving Party, including without limitation any information disclosed by insurer and will make no use of such information and know-how except under the terms and during the existence of this MoU. Each Party shall provide such confidential information to the other Party on trust. Both Parties shall treat the terms and conditions of this MoU as confidential; however, either Party may disclose such information in confidence to its immediate legal and financial consultants as required in the ordinary course of that Party's business. The Receiving Party shall take all such steps to prevent unauthorized access to the Disclosing Party's confidential information as it takes to protect its own confidential information. The Receiving Party shall not use the Disclosing Party's confidential information for any purposes other than in connection with performing its obligations or exercising its right under this MoU. However the parties to this MOU may disclose the confidential data if it is required to be disclosed pursuant to an applicable law, rule, regulation, government requirement or a court order. Upon the disclosing party's written request at any time or following the completion or termination of this MoU, the Receiving Party shall promptly return to the Disclosing party provided under or in connection with this MoU, including all copies, portions and summaries thereof. The Receiving Party should not disclose to a third party the confidential information provided by the Disclosing party for a further period of 3 years even after the completion of duration of the Course.

6. OWNERSHIP OF DATA

The ownership of Courseware and Data provided by the Star Health Insurance would rest with it. The data received by the college from Star Health Insurance shall, at all times, remain exclusive property of Star Health Insurance.



7. LIMITATION OF LIABILITY

The Star Health Insurance shall not be in any manner held liable for

- i) Discharging any financial commitments made by the college.
- ii) Any suit on account of demands for infringement of copyright and other laws by the college which have no nexus with the object of the MoU being entered into.
- iii) The college shall ensure that all its software used as a platform of conducting classes is legally authorized. The Star Health Insurance shall not be responsible in any way for any liabilities arising out of use of pirated software.
- iv) Neither Party shall be liable to the other Party for any indirect, incidental, contingent, consequential, punitive, exemplary, special or similar damages, including but not limited to, loss of profits or loss of data, whether incurred as a result of negligence or otherwise, irrespective of whether either Party has been advised of the possibility of the incurrence by the other Party of any such damages.

8. NOTICE

Unless otherwise provided herein, all notices or other communications under or in connection with this Agreement shall be given in writing and may be sent by personal delivery or electronic mail or post or courier or facsimile at the address mentioned in the recitals. Any such notice or other communication will be deemed to be effective if sent by personal delivery, when delivered, if sent by post, two days after being put in the post and if sent by courier, one day after being handed over to the courier, if sent by electronic mail, when the electronic mail leaves the email server of the sender and if sent by facsimile, when sent to the correct facsimile number (on receipt of a confirmation).



9. COMPLIANCE WITH LAWS AND REGULATIONS

Each Party is obligated to comply with relevant laws and regulations applicable to it.

10. PUBLICITY

The parties to this agreement agree that they shall not use the Logo, trademarks, trade name or other proprietary makes of the other party in any advertising, press releases without prior written approval of the other party.

11. INDEMNITY

Either party shall indemnify each other and undertake to hold harmless the other Party from and against any damages, liabilities, expenses and disbursements / any legal proceedings initiated in respect of or relating to his MoU.

12. SEVERABILITY

In case of any provision of the MOU be declared illegal, unenforceable in law the parties hereto will cooperate in all ways open to them to obtain substantially the same result as may be possible including taking appropriate steps to amend, modify or alter this MoU if necessary.

13. TERM & TERMINATION

13.1 The terms of this MoU shall commence on the effective date of signing and will be valid for a period of one year on mutually agreed terms, during which period the parties will take effective steps for the implementation of this MoU.



13.2 Either party may terminate this MoU by giving a 30 days' notice period in writing. Notwithstanding such termination, all the batches of students already admitted into the Certificate Course during the course of this MOU, each Party is bound to perform their respective obligations as enumerated under this MoU.

14. AMENDMENT TO THE AGREEMENT

During the tenure of MoU in operation, circumstances may arise requiring for alteration or modifications which can be done after mutual discussion and agreed upon in writing by the parties.

15. FORCE MAJEURE

It is expressly agreed that neither Party shall be liable for any default, delay or lapse occurring due to reasons of Force Majeure which includes acts of God or any other events beyond the reasonable control of Parties war, strike, theft, tempest, sabotage, fire, floods and droughts; wars, riots, insurrection, acts of the public enemy, terrorism ("Force Majeure Event"); provided, however, that in the event a Force Majeure Event persists for Thirty (30) days or more, either Party shall have the right, but not the obligation, to terminate this Agreement.

16. DISPUTE RESOLUTION



16.1. Governing Laws: This Agreement shall be governed by and construed in accordance with laws in India.

16.2. Dispute Resolution: Any dispute arising between the Parties in connection with this Agreement shall at first instance be resolved amicably between the Parties through mutual discussions failing which each Party hereby agrees to resolve the dispute by referring to the sole Arbitrator appointed by mutual agreement. The Arbitration proceedings will be



conducted in accordance with Arbitration and Conciliation Act, 1996. The seat of Arbitration will be at Chennai and cost will be shared by the parties.

16.3 Jurisdiction: The courts located in Chennai will have exclusive jurisdiction.

For Star Health Insurance	For College
Mr. Nagendra Krishna Kamineni Assistant Vice-President (AUTHORISED SIGNATORY)	Dr. Meka Ramesh Principal (AUTHORISED SIGNATORY)
Star Health and Allied Insurance Co Ltd, Area Office - Vijayawada, D-No.395/1, H-No.54-16-3/1, Gunadala Ward, Block No. 3, Veterinary Colony, Vijayawada - 520008	Parvathaneni Brahmayya Siddhartha College of Arts & Science, Siddhartha Nagar, Vijayawada-520010.
	
Mobile: 9704075000	Mobile: 9848919197
E-mail: krishna.kn@starhealth.in	E-mail: dean@pbsiddhartha.ac.in

Witness 1:

Witness 2:

**MEMORANDUM OF UNDERSTANDING
(MoU)**



BETWEEN

**Parvathaneni Brahmaya
Siddhartha College of Arts & Science**

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



AND

Laurus Labs Limited,
Laurus Enclave,
Plot Office 01, E. Bonangi Village,
Parwada Mandal, Anakapalli District-531021,
Andhra Pradesh, INDIA.

MEMORANDUM OF UNDERSTANDING

This **Memorandum of Understanding** (here in after called as the 'MoU') is entered in to on this the (Date: 3rd April 2023), by and between

Department of Chemistry, Parvathaneni Brahmayya Siddhartha College of Arts & Science, Siddhartha Nagar, Moghalrajpuram, Vijayawada 520010 Krishna District, Andhra Pradesh, India, the **First Party** and represented here in by its **HoD, Chemistry Dr. M. Manoranjani**, (here in after referred as 'PBSCAS', the institution which expression, unless excluded by or repugnant to the subjector context shall include its successors-in-office, administrators and assigns).

AND

Laurus Labs Limited, the Second Party, and represented herein by its **Executive Director & CFO Sri V.V. Ravi Kumar**, (here inafter referred as 'Laurus Labs', the company which expression, unless excluded by or repugnant to the subject or context shall include its successors-in-office, administrators and assigns).

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

WHEREAS:

- A) PBSCAS is a Higher Educational Institution named: **Parvathaneni Brahmayya Siddhartha College of Arts & Science**
- B) PBSCAS and Laurus Labs 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 Chemistry.
- D) Both Parties, being legal entities in themselves desire to sign this MoU for advancing their mutual interests.
- E) **Laurus Labs**, the Second Party is engaged in R & D, manufacture of Pharmaceuticals, Pharmacy and related fields.

NOW THEREFORE, IN CONSIDERATION OF THE MUTUAL PROMISES SET FORTHIN THIS MoU, THE PARTIES HERE TO AGREE AS FOLLOWS:

CLAUSE 1 CO-OPERATION

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

PBSCAS and Laurus Labs co-operation will facilitate effective utilization of the intellectual capabilities of both organizations providing significant inputs in organizing capacity building to the students of PBSCAS.

Manoranjani

VRK

4 APR 2023
Joint Sub-Office
Ex-Officio Stamp
PATAMATA

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

- a) Laurus Labs will provide career opportunities to the students on mutually identified and agreed on domains/ projects, facilitate exposure visits of students and help to organize students' routine practicum work as and when necessary.
- b) Both Parties will contribute to knowledge management activities like research, documentation and creation, and sharing including conducting meetings and conferences, as and when opportunities arise. Both Parties will determine the clauses of partnership/ collaboration on these specific activities through the signing of further MoUs.
- c) Both Parties will collaborate on internships with clearly stated responsibilities and outcomes. Both Parties will have mutual rights to the findings of these for dissemination, such as reports and publications.
- d) These internships/training are to improve the student's industry orientation and are not part of regular academic curriculum. Also shall not be used for partial fulfillment of particular degree.

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

There is no financial commitment on the part of the **PBSCAS and Laurus Labs**, to take up any programme mentioned in the MoU. Similarly, there are no financial or monetary commitments on the part of the **Laurus Labs** the Second Party to take up any programme mentioned in the MoU.

CLAUSE 3 INTELLECTUAL PROPERTY

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 of the other Party.

Mawar Fauzi

HR K

CLAUSE 4 VALIDITY

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

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

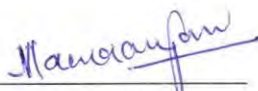
CLAUSE 5 RELATIONSHIP BETWEEN THE PARTIES

It is expressly agreed that **Parvathaneni Brahmayya Siddhartha College of Arts & Science** and – **Laurus Labs** 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.

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.

AGREED:

For **Parvathaneni Brahmayya
Siddhartha College of Arts & Science**



(Dr.M. MANORANJANI)
HoD, Chemistry

For **Laurus Labs Ltd.,**



(V.V. RAVI KUMAR)
ED & CFO

Name of Institution : Parvathaneni Brahmayya Siddhartha College of Arts & Science	Name of Company: Laurus Labs Ltd.,
Address: Siddhartha Nagar, Moghalrajpuram, Vijayawada – 520 010, Krishna District, Andhra Pradesh, India.	Address: Laurus Enclave, Plot Office 01, E. Bonangi Village, Parwada Mandal, Anakapalli District-531021, Andhra Pradesh, INDIA.

ACADEMIC COLLABORATION

Between



**Parvathaneni Brahmaya
Siddhartha College of Arts & Science**

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

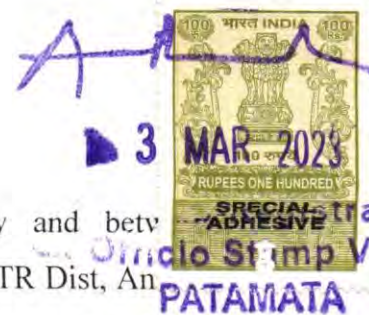
And



Sri Aravinda Satha Jayanthi

Government Degree College,

NARAYANAPURAM, ELURU DIST. A.P



This Memorandum Of Understanding (MOU) is entered into by and betw Parvathaneni Brahmayya Siddhartha College of Arts & Science, Vijayawada, NTR Dist, An Pradsesh and Sri Aravinda Satha Jayanthi Government Degree College, Narayanapuram, Eluru Dist. A.P on 25th day of February, 2023. Both the parties agree that cooperation in academic collaborations and students and faculty exchange would be mutually beneficial. The areas of cooperation may include subject to mutual consent, any desirable and feasible activity that would further the goal of each. Such interaction may include co- operation in a variety of joint academic and educational activities such as:

- **Faculty and student exchange;**
- **Reciprocal placement of students in paid internships and co-operations;**
- **Joint conferences and workshops;**
- **Team taught Courses including online courses;**
- **Visit by faculty, Support Staff and Students;**
- **Providing permission for utilization of infrastructural facilities;**
- **Design and development of Certificate Courses.**

The parties anticipate that a number of these initiatives will occur during the period of this collaboration. However, neither party is obliged to agree any minimum number of activities, nor this collaboration is intended to preclude either party from entering into similar agreements with other institutions.

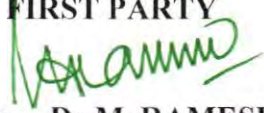
This letter of collaboration shall be identified as the parent document for any programme agreement executed between the parties. Further, agreements concerning any programme shall provide details concerning the specific commitments made by each party and shall not become effective until they have been reduced to writing, executed by the duly authorized representatives of the parties.

Contd.3..


For agreed upon activities, both parties will make available their facilities and staff. This collaboration will take effect on 25th February, 2023 and will be valid for Five (5) years from the date noted in the first line of this document unless terminated by one of the parties. Either party may withdraw from this agreement provided written notification of the withdrawal is given to the other party at least three months prior to the desired withdrawal date. This collaboration may be renewed for another period of three (3) years upon mutual written consent of the parties before the expiration date. Each institution will have copies of this agreement.

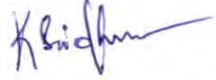
The following authorized individuals have signed the present collaboration on behalf of their respective institutions.

FIRST PARTY


Name : **Dr. M. RAMESH**
Principal

Title: Parvathaneni Brahmayya
Siddhartha College of Arts & Science,
Vijayawada, NTR District, A.P


Witness 1. Name: 
Dr. B. JAYAPRAKASH
Title: **Associate Professor**


2. Name: 
Title: **Kavuri Sridhar**
Training & Placement officer

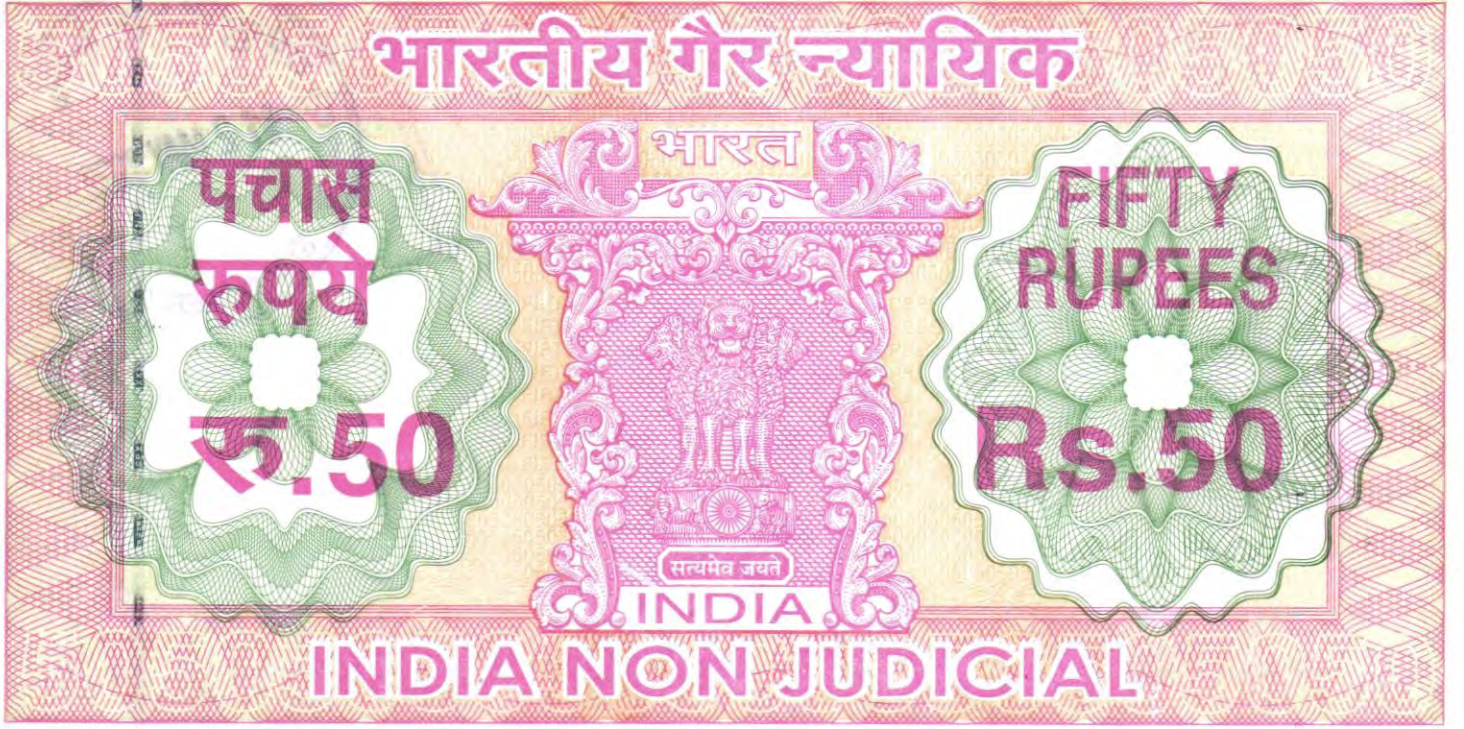
SECOND PARTY


Name : **Dr. T.K. VISWESWARA RAO**
Principal

Title : Sri Aravinda Satha Jayanthi
Government Degree College,
Narayanapuram, Eluru District, A.P

Witness 1. Name: 
Dr. P. BABU RAO
Title: **Lecturer in Mathematics**

2. Name: 
(D. Reddiah)
Title: **Lecturer in English**



ఆంధ్ర ప్రదేశ్ ఆంధ్ర ప్రదేశ్ ANDHRA PRADESH

Sl.No. 3625 Dt. 22/02/2023 Rs. 50/-

Sold to Sri. Chandan Patnaik s/o Prabhu Das

For Whom. Yi Amaravati, CII Andhra Pradesh State office, Vijayawada.

AS 997785

M. Devi Sravanthi
M. DEVI SRAVANTHI
LICENSED STAMP VENDOR
L.No: 06-27-001/2022
VALID UPTO: 31-12-2024
26-9-4, GANDHINAGAR,
VIJAYAWADA-520 003.
Cell: 9959033444

MEMORANDUM OF UNDERSTANDING ("MOU")

BETWEEN

CONFEDERATION OF INDIAN INDUSTRY
AND

P B SIDDHARTHA COLLEGE OF ARTS AND SCIENCE, VIJAYAWADA-520010

Agreed and executed on this Thursday of 23rd February 2023

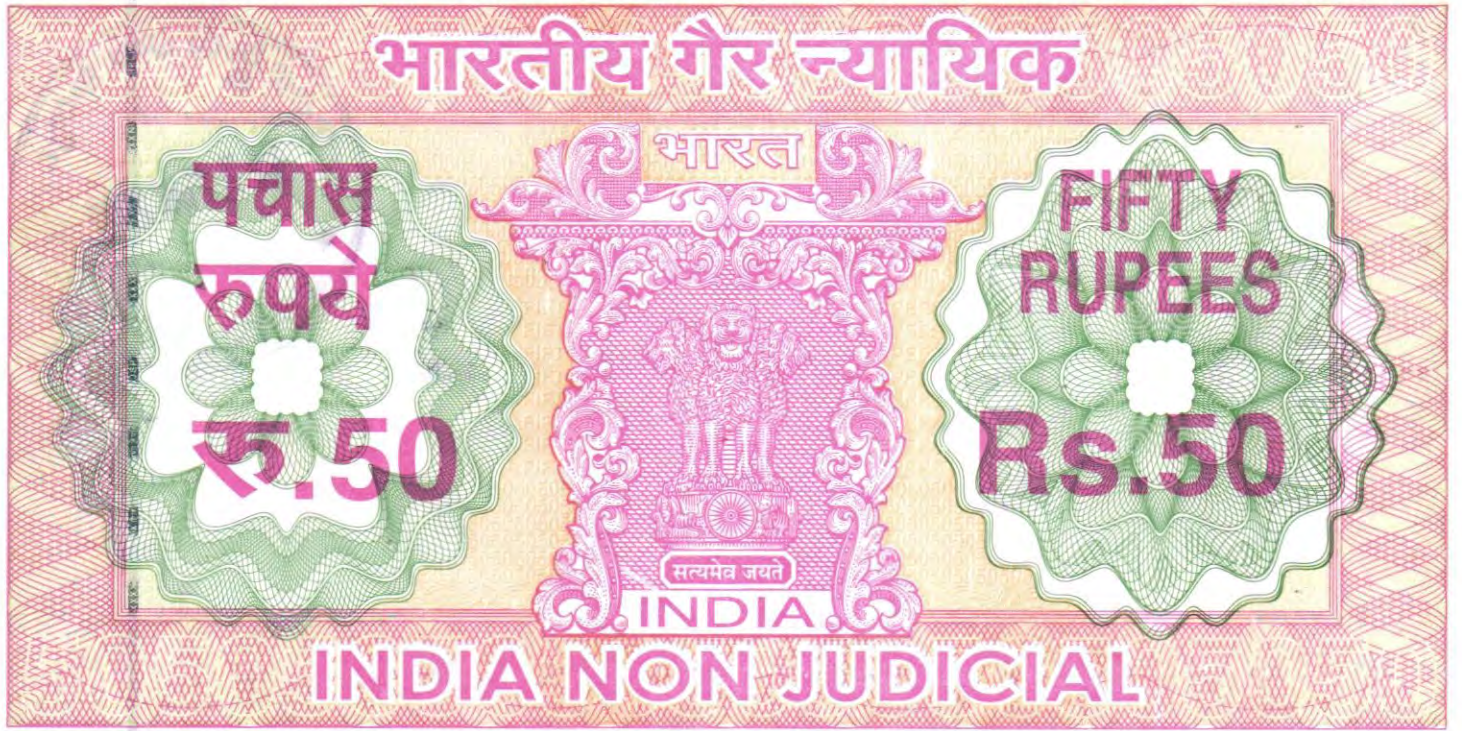
Confederation Of Indian Industry ("CII"), a society registered under the Societies Registration Act, 1860, a not for profit and industry managed organisation and having its Central Office at The Mantosh Sondhi Centre 23, Institutional Area, Lodi Road, New Delhi -110003, India (hereinafter referred to as "CII"), represented by its authorised signatory **Mr Mahesh Pinninti** (Yi Amaravati Chapter YUVA team), which expression shall unless repugnant to the context and meaning thereof include its successors, administrators and permitted assignees).

And

P B Siddhartha College of Arts And Science having its Head Office at Vijayawada (hereinafter referred to as "**P B Siddhartha College Of Arts And Science**") represented by its authorised signatory **Dr Meka Ramesh**, Principal which expression shall unless repugnant to the context and meaning thereof include its successors, administrators and permitted assignees).

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ఆంధ్రప్రదేశ్ ఆంధ్ర ప్రదేశ్ ANDHRA PRADESH

Sl.No. 364/ Dt. 22/02/2023 Rs. 50/-

Sold to Sri Chandan Patraik s/o Prabhu Das

For Whom Yi Amravati CII Andhra Pradesh state office, Vijayawada

AS 997801

M. Devi Sravanthi
M. DEVI SRAVANTHI
LICENSED STAMP VENDOR
L.No: 06-27-001/2022
VALID UPTO: 31-12-2024
26-9-4, GANDHINAGAR,
VIJAYAWADA-520 003.
Cell: 9959033444

Hereinafter individually referred to as CII or P B Siddhartha College of Arts and Science, as it may be, and collectively referred to as the Parties.

WHEREAS:

CII is a non-government, non-profit, industry led and industry managed organization, which works to create and an environment conducive to the growth of industries in India through advisory and consultative process CII charts change by working closely with Government on policy issues, interfacing with thought leaders, and enhancing efficiency, competitiveness, and business opportunities through a range of specialized services and strategic global linkages. Young Indians (Yi) is an initiative and integral part of the CII formed with an objective of creating a platform for Young Indians to realize the dream of a developed nation. It has over 5,000 direct members in 58 city chapters, and indirect membership of 1,24,000 through its Yuva. "To become the Voice of Young Indian's Globally" being the vision of Yi, it reaches out to the global Indians wherever they are to make them an integral part of the Indian Growth Story. The Yi Yuva platform is one of the most active focus areas within Young Indians by which Yi members engage students from across the country in various initiatives that

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the students conceptualize, plan and execute. The objective is to create a bridge, a platform for the students to work in cross functional teams with a broad objective of enhancing their leadership skills and giving back to the nation. In the process, the students work in leadership roles while operationalizing projects that are based on self-development, skill building, community service and nation building.

WHEREAS:

(Education Partner write up)

NOW THEREFORE, BOTH THE PARTIES HEREBY AGREE AS UNDER

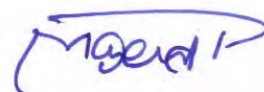
ARTICLE I: Purpose and Objectives

Both the Parties, by way of this MOU express their commitment to collaborate with each other to:

- i) The role of the institution would be to enroll All students or **minimum of 250 students** at the beginning of the year and increase the same substantially through the years.
- ii) Yi and Education Partner shall motivate and provide opportunities to the students to engage in activities and initiatives that they conceptualize, create reports regularly on their activities to the Yi Executive Member and participate in the Yi National & Chapter events in other cities like the summit (finer details to be worked in coherence with the institution's policies)
- iii) Both the Parties are desirous of promoting mutual cooperation and wish to expand the basis for friendly and cooperative educational and academic collaborations by way of this MOU.
- iv) Both the Parties understand and acknowledge that this MOU is a pre-requisite for further collaboration and cooperation activities, academic partnerships etc.
- v) Any other activities considered by both Parties to be potentially beneficial.

ARTICLE II: Financials

Unless otherwise specifically agreed to in writing by the Parties, each Party will bear on their own the respective costs of carrying out the obligations under this MOU. Each party is responsible for its own taxes and compliances in respect to the deliverables envisaged herein and shall not hold the other party responsible for such taxes and compliances. This is merely a broad understanding between the parties in furtherance to the common intention for accomplishing the objectives mentioned herein above. In future, if the parties intend to enter into any financial arrangement, the legal rights and commercial obligations of the parties as applicable shall be delineated through separate documents on case-to-case basis. Taxes if any will be charged extra and withholding tax if any will be deducted by respective party on any financial transaction as per applicable laws.



ARTICLE III: Coordination Between Facilitators

Both the Parties shall nominate one or more senior representative/officer, who shall be the point of contact/facilitator for the purposes of this MOU. The facilitators of both the Parties shall maintain regular contact with the other Party as well as propose and review different academic projects, programs, and other activities in furtherance of objectives of the purpose and objectives envisioned under this MOU. The Facilitators may also be required to report to and coordinate with different committees or boards for the purposes of this MOU, as may be necessary.

ARTICLE IV: Intellectual Property Rights

Both the Parties shall:

- i) Share with each other all data, research and findings relating to activities, projects undertaken under this MOU.
- ii) Enjoy joint ownership of all intellectual property rights in terms of copyrights, patents, trademarks for any discoveries, inventions research and any outcomes resulting from joint activities undertaken under this MOU.

ARTICLE V: Confidentiality

For the purposes of this MOU:

- i) either of the Parties who provides any sensitive or commercial information shall be referred to as '**Disclosing Party**' and
- ii) either of the Parties, receiving such information shall be referred to as '**Recipient Party**'.

The Recipient Party shall use the confidential information of the provided by the Disclosing Party solely in accordance with the provisions of this MOU and will not disclose or permit to be disclosed, the same, directly, or indirectly, to any third party without the Disclosing Party's prior written consent.

The Recipient Party shall exercise all care and caution in protecting the confidential information provided by the Disclosing Party, from any unauthorized use and disclosure. However, neither party bears any responsibility for safeguarding information which:

- i) is publicly available,
- ii) obtained by the other party from third parties without restrictions on disclosure,
- iii) independently developed by the other party without reference to confidential information, or
- iv) required to be disclosed by order of a court or other law enforcement entity, provided written notice of such compelled disclosure before court or law enforcement entity is intimated to the Disclosing Party.



ARTICLE VI: Indemnity

The **P B Siddhartha College of Arts and Science** agrees to indemnify and hold harmless CII, its officers, employees and agents from all claims, liabilities and losses to the extent based on gross negligent acts or gross negligent omissions of the **P B Siddhartha College Of Arts And Science** its officers, employees, and agents in the performance of this Agreement.

ARTICLE VII: Force Majeure

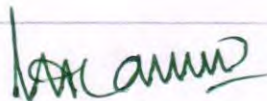
If performance of this MoU or any obligation under this MoU is prevented, restricted, or interfered with by causes beyond either party's reasonable control ("Force Majeure"), and if the party unable to carry out its obligations gives the other party prompt written notice of such event, then the obligation of the party invoking this provision shall be suspended to the extent necessary by such event. The term Force Majeure shall include without limitation, acts of God, fire, explosion, vandalism, storm or other similar occurrences, orders or acts of military or civil authority, or by national emergencies, insurrections, riots, or wars, or strikes, lockouts, work stoppages or a pandemic. The excused party shall use reasonable efforts under the circumstances to avoid or remove such causes of non-performance and shall proceed to perform with reasonable dispatch whenever such causes are removed or ceased. An act or omission shall be deemed with the reasonable control of a party if committed, omitted, or caused by such party, or its employees, officers, agents, or affiliates.

ARTICLE VIII: Governing Law, Jurisdiction & Arbitration

- i) This MOU shall be construed, interpreted, and enforced in accordance with Laws of India.
- ii) In case of any differences, both the parties, shall make all efforts to settle the disputes amicably through mutual discussion and negotiation, failing which, dispute(s) shall be referred to a sole Arbitrator appointed by both the Parties, as per provisions of Arbitration and Conciliation Act, 1996 including. Language of Arbitration shall be English, and place of Arbitration shall be New Delhi, India.
- iii) Subject to the Arbitration Clause, the Courts competent jurisdiction at Delhi shall have exclusive jurisdiction in respect of any and all matters pertaining to this MOU.

ARTICLE IX: Miscellaneous

- i) This MOU can only be amended in writing by mutual consent of both the Parties.
- ii) This MOU shall come in effect from the date of affixing signature by both the Parties and shall remain valid for a period of **Three (03) year** from that date, subject to any written notice by one party to the other party, expressing its intent to terminate this MOU.



- iii) Either of the Parties, may terminate this MOU by way of 2 (two) months advance notice. In such an event, both the Parties, shall make all endeavors to fulfil their obligations and responsibilities for any ongoing program(s), project(s) or any endeavor(s) which has been initiated under this MOU.
- iv) This MOU may be executed in counterparts including but not limited to MOUs, communications exchanged defining responsibilities, obligations of both the
- v) Parties for different programs, initiatives etc. under this MOU, each of which shall be deemed to be an original, and all of which, taken together, shall constitute an integral part of this MOU.
- vi) If any provision of this MOU shall be invalid, illegal, or otherwise unenforceable, the validity, legality and enforceability of the remaining provisions shall in no way be affected or impaired thereby.
- vii) The captions of the clauses of this MOU are for convenience of reference only and in no way define, limit, or affect the scope or substance of any clause of this MOU.

IN WITNESS WHEREOF the parties hereto have executed this MOU, in duplicate, by their duly authorized representatives on the date, month and year first written above.

Mr Mahesh Pinninti

Dr Meka Ramesh

Mr Chandan Patnaik

Yi Amaravati Chapter.
Yuva Team

P B Siddhartha College
of Arts and Science

Head - CII Vijayawada
Zone

**MEMORANDUM OF UNDERSTANDING
(MoU)**



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



SolTek

AND

**SolTek Photovoltek Pvt. Ltd.,
D.No.54-9-55, 100 Ft Road,
Jawahar Autonagar,
VIJAYAWADA – 520 007**

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (here in after called as the 'MOU') is entered in to on this the (14th December 2022), by and between

Department of Physics, Parvathaneni Brahmayya Siddhartha College of Arts & Science, Siddhartha Nagar, Moghalrajpuram, Vijayawada 520010 Krishna District, Andhra Pradesh, India, the First Party and represented here in by its Head, Department of Physics (here in after referred as 'PBSCAS', the institution which expression, unless excluded by or repugnant to the subject or context shall include its successors-in-office, administrators and assigns).

AND

SolTek Photovoltek Pvt. Ltd., having its registered office at No.54-9-55, 100 Ft Road, Jawahar Autonagar, VIJAYAWADA – 520 007, Andhra Pradesh, India and being represented by its Director, Ms. S. Ramya (here in after referred as 'Soltek', the company which expression, unless excluded by or repugnant to the subject or context shall include its successors-in-office, administrators and assigns).

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

WHEREAS:

- A) **PBSCAS is a Higher Educational Institution named: Parvathaneni Brahmayya Siddhartha College of Arts & Science**
- B) PBSCAS and Soltek 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 aquaculture and Management.
- D) Both Parties, desire to sign this MOU for advancing their mutual interests.
- E) Soltek, the Second Party has a business unit which is engaged in solar panels manufacturing and related fields.

NOW THEREFORE, IN CONSIDERATION OF THE MUTUAL PROMISES SET FORTHIN THIS MOU, THE PARTIES HERE TO AGREE AS FOLLOWS:

CLAUSE 1 CO=OPERATION

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

PBSCAS and Soltek co-operation will facilitate effective utilization of the intellectual capabilities of the faculty and students of PBSCAS providing significant inputs to them in organizing capacity building to the students of PBSCAS and employees of Soltek.

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 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.

The Soltek bears no liability or responsibility for the individual performance or behavior of the student, in spite of being monitored as group. The college has to monitor their behavior and performances on a regular basis until completion of internships.

CLAUSE 2 SCOPE OF THE MoU

- a) Solteket will provide opportunities to the students on mutually identified and agreed on domains/ projects, facilitate exposure visits of students and help to organize students' routine practical work as and when necessary.
- b) Both Parties will contribute to knowledge management activities like research, documentation and creation, and sharing including conducting meetings and conferences, as and when opportunities arise. Both Parties will determine the clauses of partnership/ collaboration on these specific activities through the signing of further MoUs.

- c) Both Parties will collaborate on identified research projects with clearly stated responsibilities and outcomes. Both Parties will have mutual rights to the findings of these joint research projects for dissemination, such as reports and publications.

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

There is no financial commitment on the part of the PBSCAS, to take up any programme mentioned in the MoU. If there is any financial consideration, it will be dealt separately. Similarly, there are no financial or monetary commitments on the part of the Soltek the Second Party to take up any programme mentioned in the MoU. **If there is any financial consideration, it will be dealt separately.**

CLAUSE 3 INTELLECTUAL PROPERTY

3.1 Nothing contained in this MOU shall, by express grant, implication, and estoppel or otherwise, create in either Party any right, title, interest, or license in or to the intellectual property 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 - Soltek, the Second Party, as the case may be, will take effective steps for implementation of this MOU. Any act on the part of – Soltek, the Second Party after termination of this Agreement by way of communication, correspondence etc., shall not be construed as an extension of this MOU.

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

CLAUSE 5 RELATIONSHIP BETWEEN THE PARTIES

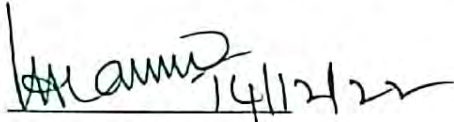
5.1 It is expressly agreed that **Parvathaneni Brahmayya Siddhartha College of Arts & Science** and – **SolTek Photovolttek Pvt. Ltd.**, are acting under this MOU as independent contractors, and the relationship established under this MOU shall not be construed as a partnership. Neither Party is authorized 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.

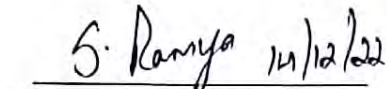
Any divergence or difference derived from the interpretation or application of the MoU shall be resolved by arbitration between the parties as per the Arbitration Act, 1996. The place of the arbitration shall be at District Head Quarters of the First Party.

AGREED:

For Parvathaneni Brahmayya
Siddhartha College of Arts & Science

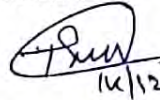
For SolTek Photovoltek Pvt. Ltd.,


14/12/22
Authorized Signatory

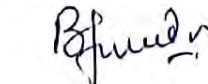

14/12/22
Authorized Signatory

Name of Institution : Parvathaneni Brahmayya Siddhartha College of Arts & Science	Name of Company: SolTek Photovoltek Pvt. Ltd.,
Address: Siddhartha Nagar, Moghalrajpuram, Vijayawada – 520 010, Krishna District, Andhra Pradesh, India.	Address: 54-9-55, 100 Ft. Road, Jawahar Auto Nagar, Vijayawada – 520 007, Krishna District, Andhra Pradesh.
Contact Details Dr.T. Srinivasa Reddy HoD, Physics_Ph : 0866-2475966; 6302473051	Contact Details Ms. S. Ramya Director, Soltek Photovoltek Pvt. Ltd., Ph :
E-mails : pbs_college@hotmail.com	E-mails:
Web : www.pbsiddhartha.ac.in	Web :

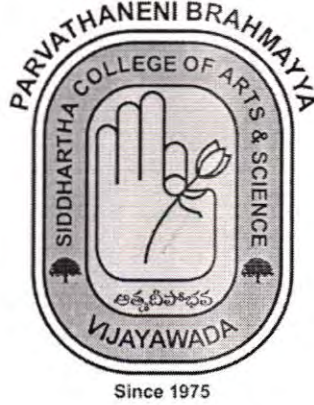
Witness:-

- 
14/12/22
- A. Prasad

Witness:-

- 
- N. V. S.

MEMORANDUM OF
UNDERSTANDING (MOU)
BETWEEN



P.B.SIDDHARTHA COLLEGE OF
ARTS & SCIENCE, SIDDHARTHA NAGAR,
VIJAYAWADA

&



SAADRUSO

SAADRUSO TECHNOLOGIES, 28, DOYENS
LAKESIDE TOWNSHIP, SERI LINGAMPALLY,
HYDERABAD- 500019

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (hereafter called as the 'MOU') is entered into on this the 3rd day of December – Two Thousand Twenty One (2022).

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

Saadruso Technologies, 28, Doyens Lakeside Township, Seri Lingampally, Hyderabad, the second party, and represented herein by its MR.PRAKASH KAZA, FOUNDER & CEO, SAADRUSO TECHNOLOGIES (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) Saadruso Technologies, the Second Party is engaged in *Business, Software Consultancy, Skill Development, Education and R&D Services*.

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.

- 2.2 **Curriculum Design:** Second Party will give valuable inputs to the First Party in *Teaching / Training Methodology* and suitably customize the curriculum so that the students fit into the industrial scenario meaningfully.
- 2.3 **Industrial Training & Visits:** Industry and Institution interaction will give an insight into the *Latest Developments / Requirements* of the industries, the Second Party to permit the *Faculty and Students* of the First Party to visit its group companies and also involve in *Industrial Training Programs* for the First Party. The industrial training and exposure provided to students and faculty through this association will build confidence 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.

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

- 4.1 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 SAADRUSO TECHNOLOGIES, 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

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

AGREED:

For Name of Institution

PB SIDDHARTHA COLLEGE OF ARTS & SCIENCE

M.T.S. MULLIKIRAN
03/12/2022
[Signature]

Authorised Signatory

[Signature]

Authorised Signatory

PB SIDDHARTHA COLLEGE OF ARTS & SCIENCE	SAADRUSO TECHNOLOGIES
Siddhartha Nagar, Vijayawada, Krishna District, Andhra Pradesh 520010.	Saadruso Technologies, 28, Doyens Lakeside Township, Seri Lingampally, Hyderabad- 500019
DR.T.S.RAVI KIRAN. HOD, Department of Computer Science Mobile: 9441176980	MR.PRAKASH KAZA, Founder & CEO, Saadruso Technologies Mobile: 9663106752
Email: tsravikiran@pbsiddhartha.ac.in	Email: prakash@saadruso.com
http://www.pbsiddhartha.ac.in	http:// www.saadruso.com

Witness1:

[Signature]

Witness1:

Witness2:

[Signature]

Witness2:

Academic Collaboration



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



AND

V.S.R. GOVERNMENT DEGREE & P.G. COLLEGE

Movva-521135, Krishna District, Andhra Pradesh

The Memorandum of Understanding is entered on the 8th September, 2022 into by and between V.S.R. Government Degree & P.G. College, Movva, Krishna District. And P.B. Siddhartha College of Arts & Science (Autonomous), Vijayawada, NTR District, agree that cooperation in all academic collaborations and Student and Faculty exchange would be mutually beneficial. The areas of cooperation may include, subject to mutual consent, any desirable and feasible activity that would further the goals of each institution. Such interaction may include cooperation in a variety of joint academic and educational activities such as:

- **Faculty and student exchange Programmes;**
- **Staff Professional Development Programmes;**
- **Collaborative conferences, workshops, and training programmes;**
- **Team taught courses, invited talks including online courses and**
- **Visits by faculty, supporting staff and students**

The parties anticipate that a number of these initiatives will occur during the period of this collaboration. However, neither party is obliged to agree any minimum number of activities, nor is this collaboration intended to preclude either party from entering into similar agreements with other institutions.

This letter of collaboration shall be identified as the parent document of any programme agreement executed between the parties. Further, agreements concerning any programme shall provide details concerning the specific commitments made by each party and shall not become effective until they have been reduced to writing, executed by the duly authorized representatives of the parties.

For agreed upon activities, both institutions will make available their facilities and staff. This collaboration will take effect on and will be valid for three (3) years from the date noted in the first line of this document unless terminated by one of the parties. Either party may withdraw from this agreement provided written notification of the withdrawal is given to the other party at least three months prior to the desired withdrawal date. This collaboration may be renewed for another period of three (3) years upon mutual written consent of the parties before the expiration date. Each institution will have copies of this agreement.

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.

The following authorized individuals have signed the present collaboration on behalf of their respective institutions.


12/09/22

FIRSTPARTY

Dr.M. Ramesh
Principal
P.B. Siddhartha College of Arts & Science (Autonomous)
Vijayawada, NTR District


12/09/2022

SECOND PARTY

Dr. S. Madhavi
Principal
V.S.R. Govt. Degree & PG College
Movva, Krishna District



தமிழ்நாடு திருச்சி தமிழ்நாடு TAMIL NADU

29 JUN 2022

07AC 804168

A. SATYISH KUMAR
STAMP VENDOR
LIC No. 7/876/B3/96
TRIPPLICANE, CHENNAI-600 005
Phone: 28562346, 45566661

English Language Training Solutions

Memorandum of Agreement

Between:

Parvathaneni Brahmaya Siddhartha College of Arts & Science owned by


Name of the Trust: Siddhartha Academy of General and Technical Education Vijayawada
Registered address: Parvathaneni Brahmaya Siddhartha College of Arts and Science,
Moghulraj Puram, Vijayawada, Andhra Pradesh

&

THG PUBLISHING PRIVATE LIMITED

Registered addresss : Kasturi Building, No 859 & 860,
Anna Salai, Chennai- 600002

For THG PUBLISHING PVT. LTD.


Authorised Signatories

SECTION I: OVERVIEW

Overview of the organization

Parvathaneni Brahmayya Siddhartha College of Arts & Science, Moghulraj Puram, Vijayawada, Andhra Pradesh, India acknowledges that English is an essential skill in today's global workplace and is a key determinant in becoming employable and succeed in professional roles. Parvathaneni Brahmayya Siddhartha College of Arts & Science is keen to help develop the English language skills of its students and thereby enhance their employability prospects leading to gainful employment.

STEP is a division of THG Publishing Private Limited, a company registered under the Indian Companies Act, 2013 and having its Registered Office at Kasturi Building, No. 859 & 860, Anna Salai, Chennai- 600002- better known as The Hindu Group (herein referred as STEP) - publishers of *The Hindu* group's flagship newspaper, *The Hindu and BusinessLine*. The Hindu has a current readership of over 20 lakhs across India. The paper's independent editorial stand and its reliable and balanced presentation of the news have won significant acclaim, both in India and abroad. With many more milestones during its 144-year journey, the organization has grown to become the house of seven unique publications and five digital forums, with a view to inform and reflect public opinion.

STEP is entirely focused on developing English language proficiency testing and training products for Indian youths. STEP works with various educational institutions, employers, government and skill development agencies to address their specific English language development needs.

Both parties agree to work together to address the requirements as per the Section II below

SECTION II: TERMS

Parvathaneni Brahmayya Siddhartha College of Arts & Science agrees :

1. To introduce the **STEP** Certification to the students of Parvathaneni Brahmayya Siddhartha College of Arts & Science and to implement it from July 2022.
2. To train English department faculties on prepping students for the STEP Certification test.
3. To provide access to the necessary infrastructure required for the tests and online training. This includes and is not limited to computer labs, internet accessibility and equipment.
4. To work with STEP team to arrive at a mutually agreeable exam delivery and online training schedule that would enable all students who have signed up for the training to successfully complete the same.
5. To the financial terms as mentioned in Annexure A.

THG Agrees to:

1. Share license keys for the STEP Train 50 hrs online course with Parvathaneni Brahmayya Siddhartha College of Arts & Science.

For THG PUBLISHING PVT. LTD.

Authorised Signatories

2. To conduct 2-day workshop for the faculties of Parvathaneni Brahmayya Siddhartha College of Arts & Science.
3. Provide access to an “Admin Dashboard” to monitor and assess individual student progress and learning behaviours.
4. Provide certificates to all successful candidates from The Hindu STEP assessment.

Agreeable Terms


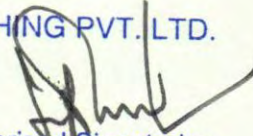
1. The Hindu STEP will only do an orientation on STEP Train certification via. video conferencing or in-person with the faculties and Coordinators of Parvathaneni Brahmayya Siddhartha College of Arts & Science and online orientation for the students on the STEP assessment.
2. STEP online course will commence in the month of July 2022.

Dispute Resolution

- A. Any dispute between the parties shall be resolved by negotiations. In the unlikely event of failure of negotiations, such disputes shall be referred to Arbitration as per the Indian Arbitration and Conciliation Act 1996 and the rules made therein and as amended from time to time. The place of Arbitration shall be Chennai only and the language shall be English (UK). This Memorandum of Engagement is drafted as per the laws of India and the courts of Chennai only shall have jurisdiction over matters contained herein.
- B. The terms of this engagement, communication between the parties in furtherance of this engagement, documents, reports, discussions, actions and outcomes relating to the subject matter of this engagement and any other information the parties specifically wish if reduced in writing, shall be confidential at all times. This confidentiality shall subsist even after the termination of this engagement. For the purpose of this clause, the subject matter of engagement means, the person who is availing or for whom the service is provided under the terms of this engagement.

SECTION III: FINANCIALS

As per “Annexure A” agreed and signed by both parties as a part of this MOA.


For THG PUBLISHING PVT. LTD.

Authorised Signatories

Annexure A

Fee Particulars

- * Cost of the programme will be @ INR 750/- per license
- * The cost is fixed for 1 year with effect from July 2022
- * The cost mentioned above is exclusive of GST @18%.

Payment schedule

100% advance payment to be made before the commencement of the online assessment.

Invoice will be raised for registered students.

Invoice should be paid within 3 days of demand.

The parties hereby understand, agree and accept this Memorandum of Agreement by appending their respective signatures below.

Dated this 29th day of July 2022.

For Parvathaneni Brahmayya Siddhartha
College of Arts & Science

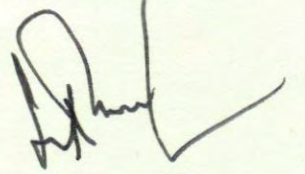


Dr.M.Ramesh

For THG Publishing Private Limited



N.Nambi Rajan
C.F.O.



L.V.Navaneeth
C.E.O.

MEMORANDUM OF UNDERSTANDING

BETWEEN



EduSkills

Nation Building Through Skills

EduSkills Foundation ("EduSkills")

AND



Parvathaneni Brahmaya Siddhartha College of Arts & Science

FOR EDUSKILLS MEMBERSHIP PROGRAM

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

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

Now the Parties agree as follows:

A. NON-BINDING TERMS.

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

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

B. BINDING TERMS

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

1. Confidentiality

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

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

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

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

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

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

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

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

2. Scope

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

3. Publicity

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

4. Term and Termination

The Parties agree that this MOU shall be effective as of the Effective Date and shall continue in effect until the earliest occurrence of one of the following: (1) the execution of a definitive MOU or definitive agreement relating to the scope of this MOU; (2) written notice by one Party to the other of termination of this MOU; or **sixty (60) months** from the Effective Date of this MOU. Section B (including all subsections) shall survive any termination of this MOU. Upon expiry of the Term, it is the intention of the Parties to further progress the solutions initiated under this MOU towards overall achievement of the objectives and outcomes contemplated herein. Second party shall, to this extent, endeavor to continue maintaining and promoting such solutions and projects to further the objectives set forth in the MOU.

5. Limitation of Liability

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

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

6. Intellectual property rights

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

7. Governing laws and jurisdiction

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

8. Costs

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

9. **Amendment**

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

10. **Severability.**

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

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

Signed for and on behalf of <u>EduSkills Foundation</u>	Signed for and on behalf of <u>Parvathaneni Brahmayya Siddhartha College of Arts & Science</u>
By: _____ Authorized Signatory	By: _____ Authorized Signatory
Mr. Shubhajit Jagadev _____ Name	Dr. M. Ramesh _____ Name
Chief Executive Officer _____ Designation	Principal _____ Designation
_____ Date	_____ Date
Address for communication: EduSkills Foundation #806, DLF Cyber City, Technology Corridor, Infocity, Bhubaneswar – 7510024, Odisha, India Email: info@eduskillsfoundation.org	Address for communication: Parvathaneni Brahmayya Siddhartha College of Arts & Science, A S Rama Rao Rd, Mogalrajapuram, Siddhartha Nagar, Vijayawada, Andhra Pradesh 520010. Ermail: principal@pbsiddhartha.ac.in



EXHIBIT A
NON-BINDING TERMS

1. Scope and Intent

EduSkills and **Parvathaneni Brahmayya Siddhartha College of Arts & Science** have decided to work together for the purpose of expanding digital skills into higher education system through offering various world class technical programs in Networking, Cybersecurity, Cloud computing, automation, RPA and other industry 4.0 skills to their students.


2. Proposed obligations of **EduSkills**:

- To offer digital content and courses of up to 8 global academy programs to the institution.
- To offer LMS of the academy programs, where ever applicable.
- To offer branding collaterals access and usage of academy programs.
- 'Train the Trainers' to the nominated educators by the institution.
- Virtual orientation session/workshop for the institution.
- In-person/remote support for any troubleshooting needed during the onboarding process.
- To offer opportunities to participate in job fairs, seminars, conferences and any regional/national/global competitions or platforms for the students, educators and/or institution's leadership.
- EduSkills Talent Connect Program for students
- EduSkills & AICTE Internship Program for students.

3. Proposed Obligations of **Parvathaneni Brahmayya Siddhartha College of Arts & Science** :

- To create awareness for adoption and registration of technical courses from interested students.
- To nominate a point of contact who could monitor and review the program updates.
- Pay membership **fee every year**. Following year's membership fee can be incremented on nominal basis, if the need arises. **Agreement to be renewed after 5 years**.
- Institution need to bear the expense for the AWS & Red Hat Global Certification fee of faculties as its mandatory.
- Minimum 100 students commitment for each academy program every year.
- To ensure following pre-requisites to be followed by the participating colleges:
 - a. High speed broadband connectivity, computer labs for relevant courses and classroom IT set-up for all participating institutions.
 - b. Identify upto 2 (Two) Educators with required qualification like Engineers/MCA in Computer Science/IT/Electronics, etc. or experienced diploma holders to receive Training of Trainers for each academy program.

Please Note: This fee applies on institutions. EduSkills will not charge any fee from the students. Institutions may enroll and extend benefit to as many students they want. No capping on number of students.


Principal
Parvathaneni Brahmayya
Siddhartha College of Arts & Science
VIJAYAWADA - 10



ACADEMIC PARTNERSHIP

With

P.B. Siddhartha College of Arts & Science



Crypto University is a part of CryptoWire (www.cryptowire.in), which is a Global App offering a full suite of News, Knowledge, and Information on Blockchain and Cryptocurrencies, including a Data Platform for real-time price and insights. CryptoWire is a SBU of TickerPlant (www.tickermarket.com), which is a subsidiary of 63moon technologies (www.63moons.com) that had global operations in financial technology solutions; multi-asset class exchanges and clearing corporations; collateral and risk management; real-time price dissemination; mobile payment solutions; and knowledge management. Crypto University provides research-backed knowledge and imparts practice-oriented skills in the realm of Blockchain and Cryptocurrency to a wide spectrum of stakeholders.

Crypto University extends the reach and access of its cutting-edge domain expertise to research and academic institutions with an objective of Capacity Building through Faculty Development, Curriculum Design and Delivery, Special Reviews and Studies, Special Skills Development Programs, among other initiatives.

As a part of its Industry-Academia Cooperation, it enables the academia to get insights into the fast-growing Blockchain and Cryptocurrency Landscape, thereby enhancing the Career Opportunities for the aspiring young professionals by imparting real-time, hands-on, practice-oriented, and industry-driven skills and knowledge.



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moons**

Through this broad understanding, we agree to cooperate and collaborate in the realm of Blockchain and Cryptocurrency, whereby Crypto University through the scope of association as enumerated below, shall

- Extend cooperation for research, data sharing, and paper publishing
- Deputed domain experts for offering courses, workshops, special sessions, and electives for continuous learning and exposure among the students
- Joint research and development of Blockchain and Cryptocurrency related curriculum
- Establish Blockchain & Cryptocurrency Lab at the partner college for nurturing new-age Blockchain enabled startups and skills enhancement
- Conduct hackathons and competitions and offer rewards by way of recognition, prize money, pre-placement offers, featuring on Crypto TV, and coverage in Crypto Wire news letter
- Visit to Crypto Wired at a center
- Provide internships and live projects to students
- Recruit students and assist the partner Institute in placements
- Incubate promising Blockchain enabled startups and extend ecosystem support
- Support and sponsor student events/cultural festivals at the partner institute

Specific activities and prioritizing the scope of association will be developed in the manner and scope as mutually agreed upon from time to time. This understanding comes into effect from the date of signing.



Signed on behalf of
Crypto University

Name: Ajoy Pathak
Designation: Head - Crypto University

Date: 21-03-2022
Place: Mumbai



Signed on behalf of
P.B. Siddhartha College of Arts & Science

Name: Dr. M. Ramesh
Designation: Principal

Date: 11-04-2022
Place: Vijayawada





Bharatiya Yuva Shakti Trust

(Turning Job Seekers into Job Creators)
Youth Entrepreneurship Development Program

Draft Letter of Cooperation (LOC)

THIS AGREEMENT for COOPERATION is made on this 11th day of March 2022 between:

Name & address of Partner Organization: ENTREPRENEURSHIP DEVELOPMENT CELL (EDC) P. B. SIDDHARTHA COLLEGE OF ARTS & SCIENCE VIJAYAWADA

AND

Bharatiya Yuva Shakti Trust (BYST), D. No- 40-17-154, Road No-01, Valluri Venkateshwar Nagar, Brundavan Colony, Greenland Function Hall Road, Vijayawada- 520010.

BYST was established in 1992 as a non-profit organization, with a mission to render assistance to young underprivileged youth in the age group of 18-35 years, to set up or develop their own businesses. BYST is spearheading a nation-wide mentoring movement through business volunteering to “**turn job seekers into job creators**”, and to become a role model for “Youth Entrepreneurship Development through Mentoring”, both in India and in several developing countries. Comprehensive information on BYST is provided in **Annexure-I**.

BYST -Vijayawada is currently engaged in a major project, in association with ^{P. Ch. Gov.} ~~FCDO~~ ^{HDFC} for ‘Youth Entrepreneurship Development’ in Vijayawada.

<Name of Partner Organization> EDC - P. B. SIDDHARTHA COLLEGE OF ARTS & SCIENCE
<Insert Partner Organization's Field of Activity> VIJAYAWADA
ENTREPRENEURSHIP DEVELOPMENT ACTIVITY.

This Letter of Cooperation (LoC) affirms that EDC - P. B. SIDDHARTHA COLLEGE OF ARTS & SCIENCE and **BYST -Vijayawada** shall work together to develop youth entrepreneurs in Bhubaneswar. More specifically, the parties to this LOC shall cooperate and work together on the “Youth Entrepreneurship Development in Vijayawada” Program, in respect of the following activities, and in the manner specified:

On a 'Voluntary Basis':



Bharatiya Yuva Shakti Trust

(Turning Job Seekers into Job Creators)

Youth Entrepreneurship Development Program

1. Recognizing your Organization as partner organization through various channels.
2. Joint Programs are held during Global Entrepreneurship program which is held once in a year in month of November, it is run in 40 countries at the same time.
3. Publishing in the in-house magazine of BYST and your institution about each other.
4. To display BYST promotional material in your campus / offices.
5. Both the organizations can participate in various programs organised by both the organizations - in line with vision.
6. To coordinate and cooperate in entrepreneurial development and business guidance.
7. Interested members from your organization can volunteer to become Mentor or Trainer.
8. To provide regular support to BYST to source mentors and resource persons.
9. Sourcing of Entrepreneurs & jointly organizing awareness generation activities on "Entrepreneurship Development".
10. Providing each other the meeting / Workshop facilities whenever possible
11. Helping in developing networking and linkages
12. Identifying resource persons.

EDC - P.D. SIDDHARTHA COLLEGE OF ARTS & SCIENCE ^{Vijayawada} and
BYST are pleased to sign this Letter of Cooperation, initially for the period ~~MARCH 2022~~ ^{March-2023}
to promote Entrepreneurship Development in Vijayawada.

For < Name of Partner Organisation >

Name: Dr. M. RAMESH

Designation: PRINCIPAL

Date: 11/03/2022

{ 11th March 2022 }

For Bharatiya Yuva Shakti Trust

Name: S. CHANDRA SEKARA RAO

Designation: PROTECT-HEAD VIJAYAWADA

Date: 11/03/2022

{ 11th March 2022 }



Bharatiya Yuva Shakti Trust

(Turning Job Seekers into Job Creators)

Youth Entrepreneurship Development Program

Annexure-I: About Bharatiya Yuva Shakti Trust (BYST)

Bharatiya Yuva Shakti Trust (**BYST**) was started in 1992, as a non-profit organization, to assist disadvantaged youth entrepreneurs – both aspiring and existing – in the age group of 18-35 years. The trust has the collective support of India's leading businesses. An eminent Board of Trustees drawn from the Indian Business Community provides strategic and policy guidelines. Managerial support is provided by the Confederation of Indian Industry (CII).

BYST renders assistance to young underprivileged aspirants who wish to set up or develop their own businesses. This assistance includes financial guidance and linkages to Banks, professional advice, training, education and guidance till the venture stabilizes. These disadvantaged youth have no alternative sources of funding or assistance, but they do have sound, imaginative business ideas, and above all, the will and determination to succeed.

The innovative feature of BYST's loans is that no financial down-payments or collaterals are required. The unique feature of BYST is the adoption and practice of **Guru – Shishya tradition**. The Mentors (Gurus) maintain regular contact with Entrepreneurs, provide personalized guidance, monitor their progress, and help in solving problems and developing the business. The ventures supported by BYST covers a broad spectrum, for example – handicrafts, furniture making, making cosmetics and detergents, catering services, desktop publishing, ethnic designer garments, Electronic Components & Systems, Engineering, Leather Industries and many more activities.

Since its inception in 1992, BYST has supported over 9984 businesses nation-wide, with financial assistance of over Rs. 415.71 crores through its partner Banks which have generated over 3,32,277 employment opportunities. Ten percent of BYST entrepreneurs have become millionaires with turnover of more than a Rs. 1 million. BYST currently operates from eight regions – Delhi, Faridabad, Gurugram, Chennai, Rural Tamil Nadu, Hyderabad, Rural Maharashtra, Pune, Assam, Odisha (Kalinganagar, Rayagada, Bhubaneswar), Ranchi, Aurangabad, Wardha, Udham Singh Nagar, Sikar, Satara, Sangli, Kolhapur **and now in Vijavawada**.

In the early days, Mentor training used to be a one-to-one activity held occasionally for a relatively small group. As BYST increased its scope of activity, an acute need was felt for a program and mechanism that would help reach a wide swathe of the Mentor population 24x7. This is also in sync with **BYST's ambitious target** of connecting with **30,000** mentors (from the current 7,840) in the **next 5 years**.

In order to realize its vision – of providing Youngsters with opportunities to develop themselves as Entrepreneurs – BYST actively partners with various organizations to source new Entrepreneurs and Mentors, in order to reach out to the large underprivileged population of the society, thus providing a platform for successful individuals and organizations to help aspiring small Entrepreneurs to grow, through a structured process of Volunteer Services, comprising provision of Business Guidance, Mentoring and Support.

Memorandum of understanding

Between



Volksphantom IP Solutions Private Limited

And



P.B. Siddhartha College Of Arts & Science

**On Cooperation in the field of Patents, Designs, Trademarks,
Copyright & Geographical Indications**

The **Volksphantom IP Solutions Private Limited** (hereinafter referred to as “Volksphantom”) on the one part and the **P.B. Siddhartha College of Arts & Science** (hereinafter referred to as the “PBSCAS”)

CONSIDERING the will to enhance the existing friendly relations between the **Volksphantom** and the **PBSCAS**.

MOTIVATED by the desire to reconfirm their cooperative partnership to promote IP Rights & Technology Transfer.

RECOGNIZING the need to build capacity on IPR issues and considering the development dimension of IP by working together to promote innovation, creativity, and technological advancement. Have reached the following understanding:

Purpose

The purpose of this Memorandum of Understanding (hereinafter referred to as MOU) is to establish a framework for structured co-operation between the parties in the field of patents, designs, trademarks, copyright and geographical indications in accordance with their respective responsibilities in this area.

Specific Areas of Cooperation

The “**PBSCAS**” shall conduct general training and capacity building workshops on IPR from the **Volksphantom IP Solutions Private Limited**. The training will include a general introduction to the legal and policy context in which the “**PBSCAS**” faculty and students has to come up with innovations. The dates for the workshop will be communicated by the **PBSCAS** to the **Volksphantom**.

The **PBSCAS** shall also conduct specific trainings for staff from the **Volksphantom IP**, in relation to IPR filing and procedures.

The **PBSCAS**, can share information and request assistance on IPR issues from **Volksphantom**.

Each Party may also invite the others for meetings, workshops and other events that are relevant.

JOINT COMMITTEE

Formation and terms of reference

The Parties agree to set up a Joint Committee to monitor the co-operation activities resulting from the MOU and to facilitate an exchange of views on any point of interest for the parties. The joint committee will approve the biennial work plan, monitor and evaluate the cooperation activities carried out.

Biennial work plans

The parties will jointly prepare Biennial Work Plans (hereinafter referred to as in BWP) after approval of this MoU. The biennial work plan will set out specific co-operation activities to be carried out in each biennium.

Each BWP will include a detailed planning for carrying out of the co-operation activities including objectives, Scope of the action, assignment of resources, projected costs and their distribution, time schedule and any other information deemed necessary.

Each BWP does not necessarily need to include activities in all of the co-operation areas specified in "Title 2" of this MoU.

Funding

The implementation of each activity under this MoU shall be subjected to the availability of the required funds in the annual budgets which the respective parties have available for co-operation activities. In case the Volksphantom IP Solutions Pvt Ltd, the activities will be financed from the available funds under the plan scheme developed by PBSCAS.

Final Provisions

- **Entry into Force**

This MoU will enter into force on the day following the date of its signature.

- **Amendments**

This MoU may be amended by mutual agreement by the parties, formalized by an exchange of letters specifying the date of entry into force.

Settlement of Disputes

Any dispute which may arise in connection with the interpretation or enforcement of this MoU shall be settled by mutual consultation and agreement between the parties.

Duration and termination

This MoU has duration of Four (4) years and may be renewed, subject to the both parties mutual understanding.

Either party may terminate its participation under this Memorandum of Understanding at any time but it should endeavor to provide at least 90 calendar day's written notice to the other party.

In case of termination of this MoU, the parties may agree to continue co-operation activities already initiated under the current BWP. For this purpose the parties have to agree in writing the details for such continuation of activities, which cannot be presumed or agreed implicitly.

In Witness thereof the undersigned being duly authorized thereto have signed this MoU.

Signed at **P.B. Siddhartha College of Arts & Science**, Vijayawada on 01/02/2022 in two originals in English language.

For Volksphantom IP Solutions Pvt Ltd.

M. Sudheer

Mr. Mamillapalli Sudheer.
Patent & Trademark Attorney
Volksphantom IP Solutions Pvt. Ltd.

Date: 01/02/2022

Place of Signature: Vijayawada

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

M. Ramesh
1/2/22



Dr. M. Ramesh,
Principal,
P.B. Siddhartha College of
Arts & Science

Date: 01/02/2022

Place of Signature: Vijayawada

For VOLKSPHANTOM IP SOLUTIONS PVT. LTD.

DIRECTOR



MEMORANDUM OF UNDERSTANDING

**Parvathaneni Brahmayya Siddhartha College of Arts
and Science**

and

Blackbuck Engineers Pvt. Ltd.

ALAN M TURING CENTER OF EXCELLENCE

A joint initiative of International Institute of Digital Technologies and Blackbuck Engineers Pvt. Ltd.

To bring premier and practical knowledge closer to students and professionals. This, bridging the gap, we do by bringing industry to students

This **Memorandum of Understanding ("MoU")** is executed in **January 2022** between:

Blackbuck Engineers Pvt. Ltd. registered at 5-124/1, Chandanagar, Hyderabad and operating at 3rd floor, Jubilee Square, Road No:36, Jubilee Hills, Hyderabad, Telangana - 500033 as FIRST PARTY, hereafter referred as **Blackbuck**.

AND

Parvathaneni Brahmaya Siddhartha College of Arts & Science, Siddhartha Nagar, Vijayawada-520 010, Andhra Pradesh, India. as SECOND PARTY hereafter referred to as PBSCAS.

Blackbuck and PBSCAS are individually referred as "party" and together as "parties"

WHEREAS

1. The PBSCAS was established in **1975**, with a vision and mission of imparting quality technical education to students.
2. International Institute of Digital Technologies and Blackbuck jointly excel in the following capabilities:
 - i. Research capabilities
 - ii. Innovative initiatives
 - iii. Faculty & Student Development
 - iv. Infrastructure and resources
3. Blackbuck is an Edtech organization into both technology & management.
4. PBSCAS and Blackbucks together partner to deliver Advanced Skills in Emerging Technologies and provide industry focus to students.

NOW THE PARTIES HERETO AGREE AS UNDER

ARTICLE 1: SCOPE OF THE MoU

1. This document covers an action plan for conducting programs for the PBSCAS that are related to establishment of the Alan M Turing Centre of Excellence for Emerging Technologies.
2. The objective of this MoU is to set out the scope within which the PBSCAS and Blackbuck will jointly explore and work towards achieving the objectives and matters described in this MOU. Each Party shall have the right, in its sole discretion, to determine how it will fulfil its obligations as in ARTICLE 2, ARTICLE 3 and ARTICLE 4

ARTICLE 2: ROLES AND RESPONSIBILITIES OF BLACKBUCK

1. Blackbuck shall offer 200-hours of program in Emerging Technologies:
 - a. Level 1 - Foundation Suite (70 hours)
 - b. Level 2 - AI/ML/DS (80 hours)
 - c. Placement and Higher Education Program (50 hours) with Mini Project
2. Provides Certifications to the students from IIDT and Blackbucks
3. Implements LMS and TAPTAP App for the students for improving programming and employability skills
4. Completes a project for the students who are enrolled into the course

ARTICLE 3: ROLES AND RESPONSIBILITIES OF THE PBSCAS

1. Assigns lead faculty & academic researchers
2. Have regular meetings to give feedback and make sure the program runs effectively and Monitor class schedules
3. Ensures student participation in webinars, hackathons

ARTICLE 4: JOINT RESPONSIBILITIES

1. Both the parties can review and assess the quality of the courses or programs as and when required.
2. Both the parties are collectively responsible to create an ecosystem for Incubation, Startups, and Industry Interaction.
3. Both parties shall agree to fulfil their roles and responsibilities with integrity in an ethical manner.

ARTICLE 5: COMMERCIAL TERMS

1	Students in 5th Semester will pursue the course and submit a project to the institution	3000 plus GST per student
2	Implementation of LMS and TAPTAP to the enrolled students	300 plus GST per semester per student
3	Conducting monthly aptitude tests, webinars, mock interviews and hackathons	-
4	Provide opportunities to the students	-

ARTICLE 6: LEGAL TERMS

1. Both the parties can declare about the tie-up on their website or any other public platform.
2. Any IP that has come up through ideas from students or staff is property of the college / university.
3. If there is any dispute with the student(s), the PBSCAS and Blackbuck together will resolve the same in the best interest of the student(s). Any course started by the student has to be completed till certification. However there will be an exit possibility for students by producing a valid reason approved by both Institution and Blackbuck.
4. Intellectual Property and Trademarks - Both the parties will continue with their respective trademarks including that of any improvements or work done at its own cost for this AGREEMENT. However, any course delivery for academic purposes that does not contain any IP related information - video, audio, text material thus made through this collaboration - shall be made available online for a larger audience.

ARTICLE 7: TERMS AND TERMINATION

1. This AGREEMENT will come into effect on the date of signature and will remain in force for three years until either of the two parties serves a written notice to the other at their addresses mentioned as above by registered post of its intention to terminate the Agreement in which case it will terminate one month after the receipt of such a notification.
2. The agreement can be renewed on expiry on mutually agreed terms and conditions. Notwithstanding anything in this MoU, neither Party shall be liable to the other for any failure to achieve any of the objectives and undertakings herein.

3. However, commitments made by either party in respect of personnel hired or equipment ordered, under this MoU would be honoured by respective parties. Termination shall be effective only after the obligations towards a running batch are completed.

ARTICLE 9: MODIFICATIONS

1. The AGREEMENT may be amended by mutual consent through an exchange of correspondence between the two Parties.
2. Such amendments come into existence only by a written agreement duly signed by persons authorized on behalf of each party.

ARTICLE 10: OTHER TERMS AND CONDITIONS

1. Blackbucks team will be posting opportunities to the enrolled students of this program.
2. While the MOU is under force, either Institution or Blackbuck should restrain from poaching any resources presently working with their respective entities. They should not be employed directly or in-directly by any party without the consent in writing of the other party.
3. Notwithstanding anything contained in the rules, the administrative rules, regulations, discipline and conduct rules procedures being applicable to the regular students of the college are applicable to the participants in mutatis-mutandis.

FOR BLACKBUCK

FOR PBSCAS

FIRST PARTY

SECOND PARTY

Anuradha
19/1/22
ANURADHA THOTA

M Ramesh
19/1/22
Dr.M RAMESH

Chief Executive Officer
Blackbuck Engineers Pvt. Ltd.,
Jubilee Hills, Hyderabad

Principal
P.B. Siddhartha College of Arts & Science
Siddhartha Nagar, Vijayawada - 520010

www.theblackbucks.com

<https://www.pbsiddhartha.ac.in/>



Memorandum of Understanding



This MEMORANDUM OF UNDERSTANDING, herein after referred to as "MOU" is a mutual understanding made at Mumbai on the 18th day of January 2022 by and between Monster.com India Private Limited, a company incorporated under the Indian Companies Act, 1956, having its registered office at 7-1-79,79/5,6,7 & 7-1-80, 1st Floor, Capital Building, Ameerpet, Hyderabad-500016, Telangana, India (hereinafter referred to as 'Monster', which expression shall, unless repugnant to the context or meaning thereof, mean and include its successors and assigns) of the FIRST PART;

AND

Parvathaneni Brahmayya Siddhartha College of Arts & Science, Vijayawada (A unit of Siddhartha Academy of General and Technical Education) organized under the Indian Laws having its principal place of business Siddhartha Nagar, Moghalrajpuram, Vijayawada - 520 010 represented by Dr. Meka Ramesh, Principal, its authorized signatory (hereinafter referred to as 'Institute', which expression shall, unless repugnant to the context or meaning thereof, mean and include its successors and permitted assigns) of the SECOND PART. (Monster and Institute are hereinafter collectively referred to as "the Parties" and severally as "Party")

WHEREAS Monster is inter alia in the business of e-recruitment solutions and is responsible for the functioning of its websites www.monsterindia.com and Monster First Job webpage and Institute is in the business of 'Education Provider' and is desirous of taking service from Monster as described hereunder to facilitate Monster's online recruitment solution for opportunity to registered users ("users") at Monster First Job Program, on the terms agreed and contained herein;

NOW, it is agreed between the parties hereto as follows:

1. Responsibilities of Monster

Monster shall provide to Institute post 60% registration of total student strength:

- a) Recruiter attention on the Monster website to students registering on Monster India portal
- b) Invitation to 'Open to all' Virtual Career Fairs (VCF), Webinars, and any other events organized by Monster India
- c) Internship/ Live Projects/ Final placement opportunities from and at Monster India portal
- d) Fresher job alert mailers to registered students throughout the process
- e) Launch, manage and promote the College Ambassador programme
- f) Webinar of 1.5 hours on one topic related to 'Becoming Corporate Job ready' by Industry Experts



- g) Discounted paid career services, assessment tests and external training, if any, as per college requirement will be charged on mutually agreed rates as per the deal under MonsterFirst Job Program
- h) Institute shall provide the details of its authorised representative ("SPOC"/"TPO") to Monster for the Service operation. Monster will provide the details to SPOC after execution of this Agreement. SPOC shall be responsible for providing the Institute's Candidates / Students information to Monster.
- i) The Service provided for the period mentioned above is currently without any financial consideration to the Institute except for a paid career services and other paid services as per sub para g) above. Any additional services involving financial consideration during the above period shall be undertaken with mutual consent of both parties. The Institute has the sole responsibility to obtain all the consent and acceptance from its students for engaging any of the programs/projects within the ambit of this MOU.

a. Monster's Obligation:

- a) To assist Institute for online recruitment solution of registered users along with any required training session as per Service subscribed. Enhance visibility of the Institute as a brand on Monster platform and marketing communication including online display of Institute's profile to attract companies, as may be feasible; and providing access to its website as stated above and other Monster websites as per between the Parties.
- b) Monster will provide a unique link to Institute for registration of its students on Monster portal. The tracking will happen through this link. Registered students need to complete their profile by regularly updating all relevant details (i.e. Upload Resume, Educational Qualifications, Skills etc.) required during the registration process to enhance visibility on the Monster portal and among recruiters.
- c) Monster will provide communication to Institute for circulation among registered users to create awareness and prevent fraudulent calls/ emails from any third party. Monster does not charge candidates in cash or kind for job placements, attending Virtual Career Fair, Webinars or arranging job interviews. Monster will not be responsible for any monetary transactions done by the students to recruiters to get placement. The Institute is responsible to communicate the provisions of this sub clause to its students to avoid any online fraud to its students.
- d) Provide informative articles and content delivered through platform and to improve chances of user's employability.
- e) Monster does not guarantee or offer any warranty for any response from any employer or recruitment consultants to Institute after the Services commenced by Monster under this Agreement. Monster neither guarantees nor offers any warranty about the credentials of the prospective employer/organisation, which would receive the information and subsequently



contact the Institute and/or candidates. Monster reserves its right to reject any insertion or information/data provided by the Institute in the Monster First Job webpage without assigning any reason, Breach any provision of this Agreement by the Institute may lead to discontinuance of subscribed service by Monster and /or pursue all other available remedies under applicable laws.

2. Institute's Obligation:

a. Institute shall provide Monster the name of its authorized representative (SPOC) who shall serve as single point of contact with Monster and ensure submission of Candidates

/ users' data within the agreed timelines.

b. Verification of the users' data by SPOC of Institute. Users' data shall include name, education qualification, branch, year and contact details. Inability of Institute to register and verify the users' data shall not entitle the users in availing the services under this Agreement. Institute shall be solely responsible for the submission of any wrong, in- complete or incorrect users' data or profile in the Monster India portal/Monster First Job webpage and the authorized representative of Institute shall be responsible for incorporating the users' data on the Monster website and make changes from time to time in the event of any change in the users data and profile.

c. The Institute shall be responsible for appropriate use of the Services subscribed un- der this Agreement

d. Institute shall be solely responsible for the Monster First Job Program Services appropriated by it under this Agreement to users and / or candidates. Institute further undertakes that the Services subscribed by it under this Agreement is solely for the purpose of its proper appropriation to the users and/or candidates and not for its commercial use / purpose.

e. By posting user data ("User Content") to any Monster Site, User / Candidate and Institute automatically grant, and represent and warrant that they have the right to grant, to Monster an irrevocable, perpetual, non-exclusive, fully paid, worldwide license to use, copy, perform, display, and distribute such User Content and to prepare derivative works of, or incorporate into other works, such User Content, and to grant and authorize sublicenses thereof.

f. No unauthorised / fraudulent use of user content: Institute shall ensure the usage of content for lawful purposes and only for the purposes as permitted under the scope of this Agreement. Promotion of any illegal activity or marketing of products and other ser-vice purposes or spamming of the content by it except for the facilitation of services under this Agreement are also prohibited. Monster shall have the sole right to decide as to what constitute as a breach of these requirements by Institute.

g. Institute undertakes and warrants that the Mobile No./Email id of the candidates provided/uploaded either by Candidate/Institute/Monster to



Monster's website for communicating them for the career/tests related information/communication is verified by Institute candidate before submission and is correct and Institute further warrants that the candidates have consented to use their Mobile No./ Email id provided/uploaded by it to Monster's website for communicating them through SMS by Monster and/or its service providers for the provision of the Services agreed between the Parties. In the event of any complaint at the end of candidates with respect to DND and other issues, Institute shall provide all the relevant details desired by Monster for resolving any such issues.

3. TERMS OF AGREEMENT:

This Agreement is between your Institution or company or organization ("You") and Monster.com India Pvt. Ltd. ("Monster") and governs use of the Monster website or websites in which services are subscribed under this Agreement (each a "Site" and, together, the "Sites"). This agreement shall continue and be effective till the validity period of the product and services subscribed by you. If you breach any provision of this Agreement, Monster may (i) discontinue Your service and/or (ii) pursue all other available remedies to protect it. Any extension of services covered under the scope of the Agreement shall be at the discretion of Monster.

You agree to comply with all the applicable laws, including but not limited to the laws relating to contracts, labour and employment laws, data privacy laws, cyber laws and laws relating to intellectual property.

Navigation/Search Engines: Notwithstanding anything to the contrary contained herein, You shall not use or attempt to use, and shall cause each party under your control not to use or attempt to use, any engine, software, tool, agent or other device or mechanism (including without limitation browsers, spiders, avatars or intelligent agents) to navigate or search any Site other than the search engine and search agents available on such Site. The contents of the website (including without limitation all job postings and all resumes), and all elements, which are a part of the foregoing, and all intellectual and other proprietary rights therein, are the property of Monster. Neither you nor any of your employees shall do anything, which would in any way damage, injure or impair the validity of Monster's rights in the contents of the web Site. To the extent permitted by law Monster makes no warranties, express or implied, including the warranties of merchantability, fitness for a particular purpose, or non-infringement with respect to its services or any site, or results of use thereof and all warranties and conditions, express or implied are hereby excluded.

monster*

You agree to indemnify Monster, its officers, directors, employees and agents, from and against any claims, actions or demands, arising or resulting from Your breach of this Agreement or from Your provision of any material to any Site, including but not limited to claims of breach of third party intellectual property rights. Neither party will be liable to the other party (nor to any person claiming rights derived from the other party's rights) for incidental, indirect, consequential, special, punitive or exemplary damages of any kind - including lost revenues or profits, loss of business or loss of data - arising out of this agreement, regardless of whether the party liable or allegedly liable was advised, had other reason to know, or in fact knew of the possibility thereof. Your use of the Monster First Job program webpage / site is subject to the Terms of Use, and / or Terms and Conditions of the website available from such web Site's homepage as may be amended from time to time.

This Agreement (i) constitutes the entire Agreement between the parties with respect to the subject matter hereof and supersedes any previous oral or written arrangements or understandings relating thereto as well as any purchase orders not supplied by Monster that have been or may from time to time be submitted by you, (ii) may be signed in counterparts, (iii) shall be governed by the laws of India (iv) may not be amended, terminated or waived orally, and (v) may not be assigned, in whole or in part, directly or indirectly, by operation law or otherwise, by you and only comes into existence when signed by You and Monster. Monster will be entitled to assign all or any of its rights and obligations hereunder. Any terms of this Agreement that may be invalid shall not affect the validity of enforcement of the remaining valid terms of this Agreement. The terms and conditions of this Agreement may not be amended without the affirmative written consent of Monster.com India Pvt. Ltd. This MOU will automatically renew on annual basis unless either party gives a 30 days prior notice for its termination before the annual renewal. Monster reserves the right to terminate this MOU immediately in the event any material breach of the terms of this MOU by the Institute including but not limited to breach / infringement of Monster intellectual property rights or any third Party rights or breach of any provisions of the MOU. Every Dispute, difference or question which may at any time arise between the parties hereto or any person claiming under them, touching or arising out of or in respect of this agreement or the subject matter thereof shall be referred to the Sole Arbitrator nominated by the First Part, the award passed by the Arbitrator shall be final and binding on the parties hereto. The venue of Arbitration shall be Hyderabad. All and any disputes shall be subject to the exclusive jurisdiction of the Courts at Hyderabad, India.

4. TERM AND TERMINATION

This MOU shall be effective from the date hereof and shall continue to be in full force and effect unless terminated earlier by either party with a One Month notice. Thereafter, this MOU may be renewed for further periods by mutual agreement between both the parties.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorised representatives in one or more counterparts, each of which shall constitute an original effective as of the day and year set forth above.

The persons signing this Agreement on behalf of the parties hereto certify that they are duly authorized by their respective entities to sign and execute this Agreement for and on behalf of their entities/organizations by said signatures that they are duly authorized to sign this Agreement on behalf of said parties and that this Agreement has been authorized by said parties.

SIGNED ON BEHALF OF MONSTER:

Rangeetha

Name: Sangeetha Shyam Sundar Designation: Manager – Special Initiatives
Email: sangeetha.sundar@monsterindia.com Phone: +91 9820124916



SIGNED BY AUTHORISED REPRESENTATIVE OF MEMBER:

M Ramesh
18/1/22

Name: Dr. M Ramesh Designation: Principal
Email: principal@pbsiddhartha.ac.in Phone: 9849965036



Witness:

1. *G. Shanmukh Sai*

(Garapati Shanmukh Sai, Asst. Manager – Marketing, Monster
Address: Flat No 304, Lakshmi Apts, Street No 3, Sanath Nagar, Hyderabad - 500018)

2. *Kavuri Sridhar*

(Mr. Kavuri Sridhar (SPOC), Training & Placement Officer, P.B Siddhartha College of Arts and Science, Siddhartha Nagar, Vijayawada – 520 010, Andhra Pradesh)





Memorandum of Understanding and Provisional Service Agreement



This **Partner Agreement** (the "**Agreement**") is made and entered into this 10th day of January, 2022 between,

Skillphul Business Toys Private Limited, a company registered under the Companies Act, 2013 having its Registered office at **#237, 2nd floor, 4th cross, AGB Layout, Bangalore, Karnataka – 560 090**, (hereinafter referred to as the "**Company**" which expression shall unless repugnant to context thereof, include its successors, transferees and assigns), and

P.B. SIDDHARTHA COLLEGE OF ARTS & SCIENCE, an Education Institute incorporated under the provisions of the companies Act 1956 having its Registered office at Siddhartha Nagar, Moghalrajpuram, Vijayawada-520010, Krishna District, Andhra Pradesh, represented through its directors and promoters (hereinafter referred to as the "**PBSCAS**" which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to include its Resultant Entity, successors, affiliates, partners and permitted assigns;

The Company and PBSCAS are hereinafter individually referred to as "**Party**" and collectively as "**Parties**".

WHEREAS:

- A. The Company carries an independent business vertical which offers Edutech platform and multi benefit ID cards to educational institutes through QuID app and card. The scope, benefits and commercials of the QuID are detailed in annexure 1 of this agreement.
- B. The PBSCAS has expressed its interest to offer benefits of QuID to the students.
- C. The Parties are therefore entering into this Agreement to record the terms of engagement of the Partners with the Company.

NOW THEREFORE, in consideration of the promises and the mutual agreement herein, the Parties agree as follows:

1. ENGAGEMENT AND SERVICES

- 1.1 The PBSCAS hereby engages the company to provide benefits of QuID card and platform to students who can be signed up on the QuID Platform as students for such consideration and subject to the terms, set out in this Agreement.
- 1.2 The Parties hereby agree that this Agreement is on a non-exclusive basis, and each Party is entitled to similar arrangements with other parties.
- 1.3 All financial transactions are subject to legal, KYC, regulatory compliance by student or parent and is separately governed by an agreement between QuID's banking partners and the student or parent. If in case there are any upfront fee collection product is opted by the institute, the same will be as per Subvention agreement between QuID, QuID's partner banks and the Institute.



2. OBLIGATIONS OF THE PARTNER

2.1 The PBSCAS shall:

2.1.1 provide verified and validated student details about the services provided on the Platform to students seeking knowledge and placement and financial assistance.

2.1.2 that all inquiries from potential references are submitted to the Company in the form required by the Company;

2.1.3 Understand that Business Toys / QuID is only a marketplace platform connecting students to service providers including the banks and various other stakeholders. Any liability arising out of third-party processes are out of scope of Business Toys business model.

2.1.4 liaise between students and the Company, on an ongoing basis, during the term of this agreement, as may be requested by the Company, from time to time.

2.1.5 comply with the all the regulation and law of the land.

2.2 The PBSCAS hereby agrees and acknowledges that he/she/it has fully understood the product and has read and understood the terms and conditions on the Platform and familiarised himself/herself/itself.

3. OBLIGATIONS OF THE COMPANY:

The Company shall:

3.1 Offer QuID platform and card to students to enhance knowledge and career opportunities along with educational and other financial assistance subject to terms and conditions.

3.2 Provide the required orientation of qualified inquiries and product knowledge to allow the Partner to disseminate information;

3.3 Attend to all inquiries and attach equal importance in processing applications as being done to the business sourced by its own staff; and

3.4 Regularly provide the required information on status of processing of inquiries generated through the contact



4. REPRESENTATIONS AND WARRANTIES OF PBSCAS

- 4.1 The PBSCAS hereby represents and warrant to the Company that:
- 4.1.1 it is duly organized and validly existing under the laws of India.
 - 4.1.2 It has the power and capacity to execute, deliver and perform this Agreement and have taken all necessary sanctions and approvals (statutory or otherwise) to authorize the execution, delivery, and performance of this Agreement.

5. CONFIDENTIALITY AND INTELLECTUAL PROPERTY RIGHTS

The PBSCAS shall keep strictly confidential and not disclose to any third party and use for the purpose of this arrangement all confidential information relating to the Company, the Platform and its products and concerning the affairs and business of the Company. For the purpose of this Agreement, “**confidential information**” shall include systems, presentations, concepts, techniques, marketing and commercial strategies and any such information which is not generally available to the public.

Each Party shall retain their respective rights, title and interest in its patents, copyrights, trademarks, proprietary marks and/or licensed software, service marks and trade secrets (“Intellectual Property Rights”). IP Protection: QuID trademark, logo, card design, card content and card functionality, card software, mobile app, web app, website: The Partner acknowledges and unconditionally agrees that it shall protect the confidentiality of QuID trademark, logo, card design, card content and card features and functionality, card software, QuID mobile app, web app, website etc which is the core business details of QuID.

6. INDEMNIFICATION

- 6.1 Each Party agrees to indemnify, defend, and hold harmless the other Party and its officers, directors, agents, and employees (each, an “**Indemnitee**”) from and against any and all liabilities, damages, losses, expenses, claims, demands, suits, fines, or judgments (each, a “**Claim**” and collectively, “**the Claims**”), which may be suffered by, incurred by, accrued against, charged to, or recoverable from any Indemnitee, by reason of any Claim arising out of or relating to any act, error or omission, negligence, or misconduct of the indemnifying Party during the performance of this Agreement, including, without limitation, Claims arising out of or relating to any material misrepresentation or breach of warranty of any representation or any material breach of any covenant set forth in this Agreement; provided, however, that the foregoing indemnity shall not apply to the extent that the applicable Claim resulted from the acts or omissions of an Indemnitee and provided further that the liability of the indemnifying Party under this Clause 6.1 shall not exceed the total Commission paid to the Consultant in the three months prior to the date of the Claim.
- 6.2 The PBSCAS shall indemnify and hold harmless the Company against any losses, costs or claims which they might incur/suffer as a result of the Partner making any



misrepresentation based on information, documentation and/or literature relating to the Company or the Platform.

7. TERM AND TERMINATION

- 7.1 The Parties agree that this Agreement shall become effective from the Effective Date and continue to remain in effect until terminated in accordance with the terms of this Agreement.
- 7.2 Either Party may terminate the Agreement by giving 6 months (one semester) prior written notice to the other Party without assigning any reason thereto.
- 7.3 For the avoidance of doubt, it is hereby clarified that the termination of this Agreement shall not in any way affect the loans availed on the Platform through referrals from the Partner pursuant to this Agreement. All such loan amounts shall be governed by the provisions of the relevant loan agreements.
- 7.3.1 Where the Company is of the opinion that the PBSCAS has breached the terms and conditions of this Agreement;
- 7.3.2 Where the Company is of the opinion that the PBSCAS has furnished information or made a referral which is incorrect and untrue and/or has influenced the customer into giving false information and/or has acted in a fraudulent manner and/or has committed any act of gross negligence or wilful misconduct and / or the Company is of the opinion that its continued association with the PBSCAS can be prejudicial to the interests of the Company. In such cases, Company also reserves a right to recover.
- 7.4 Upon termination of this Agreement:
- 7.4.1 the PBSCAS shall cease to represent or disseminate any information about the Company and the Platform;
- 7.4.2 the PBSCAS shall return all marketing materials, brochures, application forms and any confidential proprietary information to the Company.

8. GOVERNING LAW AND DISPUTE RESOLUTION

- 8.1 This Agreement and performance hereunder shall be governed by, enforced and construed in accordance with the laws of India and shall be subject to exclusive jurisdiction of the courts in Bengaluru, Karnataka.
- 8.2 In the event that a dispute arises out of or results from this Agreement (“Dispute(s)”), the Parties shall use their best efforts to settle such dispute in an amicable manner. Any dispute that cannot be settled through negotiations between the Parties within 6

months of the arising thereof, shall be exclusively and finally settled by arbitration in accordance with the following procedures:

9. MISCELLANEOUS

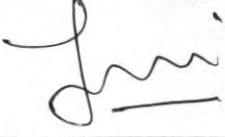


- 9.1 Independent Contractor: The PBSCAS is an independent contractor and is not an agent or employee of the Company. The PBSCAS has no authority to bind the Company by contract or otherwise without the Company's prior written authorization. The PBSCAS will perform as under the general direction of the Company and the Company shall be entitled to check the quality of the services being provided.
- 9.2 Notices: All notices or other communications to be given under this Agreement shall be made in writing and by letter or electronic mail along with a read receipt (save as otherwise stated) and shall be deemed to be duly given or made when delivered (in the case of personal delivery), or when received by the recipient (in case of electronic mail) or 10 (Ten) business days after being dispatched in the post, postage prepaid, by the quickest mail available and by registered mail if available (in the case of a letter) to such Party at its address specified herein, or at such other address as such Party may hereafter specify for such purpose to the others by notice in writing and as amended by Parties from time to time. The addresses for notices for the purpose of this Agreement are as set out in the Preamble to this Agreement. The email addresses for notices shall be as follows:

Company : contact@quidcash.in
PBSCAS Mail ID : principal@pbsiddhartha.ac.in

- 9.3 Assignment: The Parties shall not be entitled to assign their rights and obligations under this Agreement without the prior written consent of the other Party.
- 9.4 Modification: This Agreement may be modified or amended only by a written agreement duly executed by or where applicable, on behalf of all the Parties.
- 9.5 Entire Agreement: This Agreement supersedes all prior discussions and agreements (whether oral or written, including all correspondence) if any, between the Parties with respect to the subject matter of this Agreement, and this Agreement (together with any amendments or modifications thereof) contain the sole and entire agreement between the Parties hereto with respect to the subject matter hereof.
- 9.6 Invalidity and Severability: Any provision of this Agreement, which is invalid or unenforceable, shall be ineffective to the extent of such invalidity or unenforceability, without affecting in any way the remaining provisions hereof. The illegality, unenforceability, or invalidity of any provision of this Agreement shall not affect the enforceability, legality, or validity of the remaining provisions of this Agreement which shall remain in full force and effect to the maximum extent permitted by law.

- 9.7 Counterparts: This Agreement may be executed in two counterparts, each of which shall be deemed an original, but which together shall constitute one and the same instrument.
- 9.8 Specific Performance: This Agreement shall be specifically enforceable at the instance of any Party.
- 9.9 Further Acts: Each of the Parties undertakes to execute, do and take all such steps as may be in their respective powers to execute, do and take or procure to be executed, taken or done and to execute all such further documents, agreements and deeds and do all further acts, deeds, matters and things as may be required to give effect to the provisions of this Agreement.

IN WITNESS WHEREOF, the Parties have entered and executed this Agreement the day and year first above written:

<p>For Skillphul Business Toys Private Limited Through its authorized signatory,</p> 	<p>For P.B. SIDDHARTHA COLLEGE OF ARTS & SCIENCE</p> 
<p>Uttam Tiwari Co-founder & Director Skillphul Business Toys Private Limited</p>	<p>Name: Dr. M. RAMESH Designation: PRINCIPAL</p> 

SCHEDULE A: Scope, benefits, and commercials of QuID

1. As per the discussion following are the benefits will be offered to institution & Students as part of this agreement:

- Physical smart ID Card
- Virtual ID card
- QuID mobile app
- Scholarships on courses
- Free mock interview from Industry experts
- Education loan (subject to KYC and other terms and condition)
- BNPL options
- Reward points

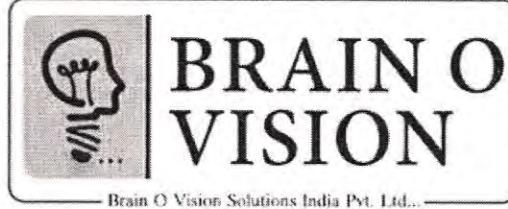
1. All financial benefits offered under QuID app are subject to KYC verifications of parent/ guardians / students and are completely under the rules & regulations of our banking partners
2. College ID cards will be offered by QUID and pricing details are mentioned as under-

Card Type	Charges (Rs)
Digital/ Virtual Card	Free of Cost
NFC Enabled ID Card and tag	Rs 50 per Card

All the prices mentioned above levy 18% GST charges.

3. Any correction in the ID card after the final approval of from the institute will levy a charge of Rs 100 per Card. In case of any student lost the ID during the course duration, re-printing charges of Rs 100 shall be paid of re issuing of the ID cards
4. Integration of card with various other automations like attendance will be carried out in Phases after mutual discussion and only after approval by Institute.
5. Students can schedule three free mock interviews , post that if more mock sessions are needed, each mock interview will be charged as Rs 900 + GST per interview. If in case any student does not attend a scheduled interview , rescheduling the same will not be allowed.
6. Students can opt of free/paid skill enhancement courses & scholarships provided by our knowledge partners on the app. QuID only act as platform for the same and any queries may be taken up directly with the Edutech company.

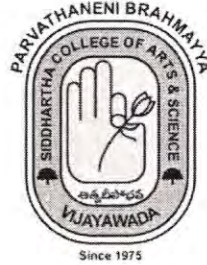
MEMORANDUM OF UNDERSTANDING



Between

Brain O Vision Solutions India Pvt. Ltd.,

LVS Arcade, Plot No. 71, Jubilee Enclave, Hitec City,
Madhapur, Hyderabad – 500081, Phone:, 9502935039, India



AND

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

This Memorandum of Understanding (MoU) is executed on this 04-10-2021 between **BRAINOVISION SOLUTION PVT. LTD.** functioning at LVS Arcade, Plot No. 71, Jubilee Enclave, Hitec City, Madhapur, Hyderabad – 500081, Phone:, 9502935039, India, represented by Mr.GANESH NAG DODDI Co-Founder, here in after referred to as BRAINOVISION SOLUTION PVT. LTD., which expression shall include its successors, legal heirs and assigns on the First part.

P.B. SIDDHARTHA COLLEGE OF ARTS & SCIENCE, located at A.S. Rama Rao Rd, Mogalrajapuram, Siddhartha Nagar, Moghalrajapuram, Vijayawada – 520 010, Andhra Pradesh, India, hereafter referred as “**PBSCAS**”.

PREAMBLE

BRAINOVISION SOLUTION PVT. LTD. is, India based company that is committed to deliver quality software solutions and services to its customers and end users. BRAINOVISION SOLUTION PVT. LTD. is, one of the leading and fast growing companies in the area of web development and all digital solutions to the corporate world and Nation. We are global IT consulting company with in-depth expertise in providing end-to-end solutions. We work on diverse projects ranging from simple information systems and websites to complex enterprise type architectures, desktop or web-enabled applications, traditional n-tier and service oriented architectures.

WHAT WE DO: Brainovision solutions pvt. Ltd. provides technical solutions and consultancy to businesses. We offer wide range of software product development and digital services. we work on the digitization drive for companies which helps them to expand their business activities online and to a larger audience. Our organization is having many satisfied clients across the India and 5+ years of experience in the information technology Industry

WHY TO CHOOSE US : Brainovision is a collaborative and fast paced environment where responsibility, problem solving and teamwork are its own rewards. we like to work with people who have both a sense of humor and embrace agile values and practices. lifes too short for anything else

PBSCAS is one of the top colleges, which was established in 1975 by the society, Siddhartha Academy of General & Technical Education, Vijayawada. Now it is functioning with over 3,428 students and 115 faculty members. It offers a wide range of programmes to students applying for undergraduate and postgraduate programmes in Arts, Science & Management.

After studying the strengths and objectives, **BRAINOVISION SOLUTION PVT. LTD.** and **PBSCAS** agreed that they can share the expertise available at both ends for mutual benefits in the field of education, training, scientific and industrial research and enter in MoU. Based on the discussion held among the faculty of the **DEPARTMENT OF COMPUTER SCIENCE** certain thematic areas/programs have been identified for mutual collaboration.

BRAINOVISION SOLUTION PVT. LTD now open to provide MoUs to the colleges (No need to pay anything for MoU), with following services

- I. Collaborative technical and development activities in the fields of education and trainings are listed below. The following activities will be carried out between **BRAINOVISION SOLUTION PVT. LTD.** and the **DEPARTMENT OF COMPUTER SCIENCE.**
 - a) Consultancy Work
 - b) Internship cum Placement opportunities
 - c) Software Development
 - d) Faculty Development programs
 - e) Bootcamps
 - f) Project assistance to final year BCA, B.Sc. CS and MCA students
 - g) Seminars/Workshop on recent developments in the field of Computer Science.
 - h) Imparting on training to faculty on emerging areas. Providing opportunity to students to work with the technology available at Resource Sharing.
- II. Industrial visits and project work for the students to be carried out at **BRAINOVISION SOLUTION PVT. LTD.**, if the training projects and infra- structure facilities available at **BRAINOVISION SOLUTION PVT. LTD.** fits the requirement of the students of **PBSCAS, Vijayawada.**
- III. **BRAINOVISION SOLUTION PVT. LTD.** and **PBSCAS** shall share facilities such as computers, sophisticated equipment, instrument etc. and library facilities according to rules and regulations of each institution.
- IV. Exchange Program enabling the faculty members of the Department of Computer Applications of **PBSCAS, Vijayawada** to work for short periods in **BRAINOVISION SOLUTION PVT. LTD.** and the faculty of **BRAINOVISION SOLUTION PVT. LTD.**, to serve as visiting faculty for guidance in the development program of mutual interest and conduct of intensive course.
- V. Design and Development of curriculum in new areas of Science and Technology, particularly with long- & short-term courses which will benefit the faculty members/students of the Department of Computer Applications of **PBSCAS, Vijayawada.**
- VI. Organizing of conferences, Seminars, Symposia, Workshop and refresher courses for the students as collaborative effort at either **BRAINOVISION SOLUTION PVT. LTD.** or at **PBSCAS, Vijayawada.**

VII. AMENDMENTS

No amendment or modification of the MoU shall be valid unless the same is made in writing by both the parties or their authorized representatives and specifically stating the same to be an amendment of this MoU. The modification/changes shall be effective from the date on which they are made or executed, unless otherwise agree to.

VIII. DURATION OF MoU

The duration of this MoU shall be for 3 years from the date of signing of the MoU. The MoU shall stand renewed automatically unless desired otherwise by either party. This MoU shall be terminated for no cause by giving one month advance written notice by either of the parties.

IX. Exit

PBSCAS retain the right to exit from this obligation without assigning any reasons but with 30 days notice and without any financial commitment.

X. Arbitration and jurisdiction:

- (i) All disputes that arise out of this agreement shall be amicably settled among parties and in case of any further dispute, shall be settled by the parties.
- (ii) **PBSCAS** 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.

XI. Disputes if any shall be settled through mutual discussions between the Parties in the first instance, failing which the same shall be settled through the courts of Chennai.

XII. CONTACT DETAILS:

BRAINOVISION SOLUTION PVT. LTD.

LVS Arcade, Plot No. 71, Jubilee Enclave, Hitec City, Madhapur, Hyderabad – 500081, Haryana, India
Phone: +91 9542657109, 9502935039
e-Mail : contact@brainovision.in

P.B. Siddhartha College of Arts & Science,

Siddhartha Nagar,
Vijayawada - 520010
Phone: 9849965036
Email: sridharkavuri@gmail.com

IN WITNESS OF THE UNDERSIGNED, duly authorized there to, have signed this Memorandum of Understanding on 04-10-2021 in two originals.



Mr. GANESH NAG DODDI
CO - FOUNDER,
BRAINOVISION SOLUTION PVT. LTD.
Hyderabad

CIN: 36AAECH1736P1Z8
GST: U74900TG 2014 PTCO
94974

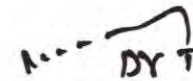
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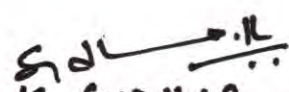
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K. SRIDHAR

Dy. HOD, Computer Science,
P.B. Siddhartha College of Arts & Science
Vijayawada-520010, Andhra Pradesh

Witness


1. D.T.S. RAVI KIRAN, HOD
DEPT OF COMPUTER SCIENCE
P.B. SIDDHARTHA COLLEGE OF
ARTS & SCIENCE
04/10/2021


2. K. SUDHAR, ASSISTANT PROFESSOR
DEPT. OF C.S.C.

**MEMORANDUM OF UNDERSTANDING
(MENTORSHIP)**



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



And MENTOR TOGETHER

76/1, 7th A Cross, 27th Main Road,
Sector 1, HSR Layout,
Bangalore, 560102
Karnataka, INDIA

This Memorandum of Understanding (“MoU”) made and entered into on last date of signature below (“01 October 2021”).

BY AND BETWEEN

Mentor Together, a Trust (Registration No. 372/09-10) registered under the India Trusts Act, 1882, and having its registered office at 76/1, 7th A Cross, 27th Main Road, Sector 1, HSR Layout, Bangalore, 560102 represented by its Associate Director – Operations (hereinafter referred to as the “MT / “**First Party**) which expression shall, unless repugnant to the context otherwise, include its successors-in-office and assignees of the **FIRST PART**

AND

Parvathaneni Brahmaya Siddhartha College of Arts & Science, Siddhartha Nagar, Moghalrajpuram, Vijayawada-520010, Andhra Pradesh, India represented by its Authorised Signatory (hereinafter referred to as “**PBSCAS**”) which expression shall unless repugnant to the context otherwise include its successors and assignees of the **SECOND PART**.

Hereinafter **Mentor Together (MT)** and **PBSCAS**, individually referred to as a ‘**Party**’ and collectively referred to as “**Parties**”

WHEREAS

(A) MT is a registered charitable trust formed with the aim of promoting the skills and aptitudes of the underprivileged children and youth in India, thereby assisting them to achieve economic and social stability through Mentoring Programmes.

(B) **PBSCAS** is desirous of helping their students from their college become work ready through MT’s mobile mentoring program – Mentor To Go.

The Parties are desirous of entering into a Memorandum of Understanding to provide mentorship programmes, in the manner better defined hereunder.

NOW THEREFORE, in consideration of the mutual understandings, obligations and other good, the sufficiency of which is hereby acknowledged, the Parties agree as follows:

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1. DEFINITIONS

- 1.1. **“PROGRAMME”** shall mean the “Mentor To Go Mobile Mentoring Programme” designed by MT to improve the work readiness of underprivileged youth, through a technology platform - “the Mentor To Go App” which contains learning modules, career guidance from mentors, and work experience opportunities that would impart such skills to the Beneficiaries.
- 1.2. **“Mobile Data”** shall mean internet content delivered to mobile devices such as smartphones and tablets over a wireless cellular connection.
- 1.3. **“BENEFICIARY”** shall mean a student from a low-income or marginalized background studying in **PBSCAS**.

2. RIGHTS AND OBLIGATIONS OF THE SECOND PARTY

- 2.1. The Second Party (**PBSCAS**) shall introduce MT and Programme to students via written communication/meeting/email or other means as agreed by the Parties.
- 2.2. **PBSCAS** shall not be responsible for any detrimental act carried out by the First Party in the event of mobile mentoring program.
- 2.3. **PBSCAS** shall not be liable in any way (employer – employee’s relationship, legal and financial) to such personnel who shall be exclusive liability and responsibility of the MT and other Mentee Partners.
- 2.4. The Co-ordinator of this Programme shall be appointed by the **PBSCAS** and who shall be the single point of contact to provide all assistance to MT in the course of this MoU.
- 2.5. The Principal, **PBSCAS** is authorised to take binding decisions pursuant to this MoU and shall be empowered to do so throughout the term of the MoU.
- 2.6. The Co-ordinator of **PB Siddhartha Arts, Science, and Commerce** shall fully cooperate and assist MT in identifying Beneficiaries.

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2.7. The Co-ordinator of **PBSCAS** shall assist the first Party in ensuring that the Beneficiaries comply with all rules and regulations as communicated by the First Party.

2.8. The Co-ordinator shall work with the First Party in ensuring smooth rollout of the Programme with beneficiaries in **PBSCAS**, identified as per First Party's eligibility criteria

3. RIGHTS AND OBLIGATIONS OF THE FIRST PARTY

3.1. The First Party shall help the Second Party identify Beneficiaries as per the guidelines of selection listed by the First Party.

3.2. The First Party will help Beneficiaries to enrol onto the Mentor To Go app, and will monitor their progress and provide any support as necessary to the Beneficiaries. This includes supporting Beneficiaries in completing self-learning modules, accessing personalised mentorship through mentors, and in signing up for available internship modules.

3.3. The First Party shall submit quarterly progress reports to the Second Party and hold an annual event/workshop/press conference to showcase the collaboration between the Parties at its own expense.

3.4. The First Party will manage all data collected from Mentees in according with the Terms of Use and Privacy Policy of the app, which can be found here: <https://mentortogether.org/privacy/> and <https://mentortogether.org/terms/>.

3.5. The First Party shall not disclose any personal information of the Beneficiaries in any manner and the same will be the sole responsibility of the First Party.

3.6. The First Party shall not carry out any activities through Mobile App other than the mentorship programmes that damages and affect the Beneficiaries in any manner.

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4. DISCLOSURE OF COLLABORATION

4.1. The Parties shall only disclose their association with each other in their marketing and promotional materials or content with the following conditions:

4.1.1. The nature of the relationship between the Parties shall be clearly stated.

4.1.2. No Party shall be liable for any consequences arising by default or any kind of breach caused by the other Parties.

4.1.3. For all events, collaterals and projects under this MoU, each Party shall duly provide prominent acknowledgement and branding to the other Party with mutual approval in written form.

5. CONFIDENTIAL INFORMATION

5.1. Parties shall use Confidential Information as may be identified by the respective Party providing the Confidential Information, only for the purpose of fulfilling their obligations under this MoU and not disclose any or part or summary or extract of the Confidential Information to any third party without the prior written consent of the disclosing Party.

5.2. No Party shall copy or reproduce in any way any documents containing Confidential Information without prior written consent of the disclosing Party. All Parties shall within 12 hours, upon request by other Party, return all Confidential Information disclosed, including all copies (if any) made in terms of these.

5.3. All employees of the Parties who have access to any Confidential Information shall have a similar obligation in terms of confidentiality and non-disclosure of such Confidential Information as these presents.

6. INTELLECTUAL PROPERTY PROTECTION

6.1. During the course of this relationship, any party shall gain access to material developed /created by the other that may be in written or electronic form, which are the sole proprietary Intellectual Property of the party sharing.

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6.2. All Parties shall be protected for their individual intellectual property and shall retain all rights in their Intellectual Property.

7. LIMITATION OF LIABILITY

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

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

8. CONSEQUENCE OF BREACH

8.1. Any breach of any of the terms of this MoU by any of the Parties entitles the other Parties to cancel or suspend this MoU in full immediately. Upon such cancellation or suspension, any and all obligations of the other Parties shall cease with immediate effect, without affecting in any way, any and all of its rights under this MoU including claiming appropriate refunds for termination of the Programme and compensation for such breach.

8.2. In the event of termination for breach, the liability of the Party breaching such rights for damages, claims and other relief sought by the non-breaching Parties shall remain in full, until the same are settled to the satisfaction of the non-breaching Parties.

9. TERMINATION

9.1. This MoU shall be terminated upon occurrence of any of the following:

9.1.1. By the mutual consent of the Parties, set forth in writing; or

9.1.2. Upon breach of any of the terms of this MoU, by the either Party, provided that such termination shall only take effect when the Party causing the breach fails to cure the same within 30 (Thirty) calendar days from written notice of such breach being received from the other Party.

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10. JURISDICTION

10.1. This MoU shall be governed by and shall be construed in accordance with the laws of India.

10.2. Any Dispute which has not been resolved by amicable settlement within the timeline provided in clause 9 (a) above shall be settled by arbitration conducted by an arbitral tribunal which shall consist of 3 (three) arbitrators, with first and second Party appointing one arbitrator and the 2 (two) arbitrators appointing the presiding arbitrator in accordance with the Indian Arbitration and Conciliation Act. 1996 including any amendment and modifications thereto and the rules framed there under.

11. GENERAL TERMS

11.1. This MoU constitutes the entire understanding between the parties.

11.2. No Amendments to this MoU are valid unless made in writing and agreed to by all Parties.

11.3. No party shall be liable to the other Parties for any failure to perform any of its obligations under the MoU during any period in which such performance is delayed by circumstances beyond its reasonable control including, but not limited to, fire, flood, war, embargo, strike, riot or the intervention of any governmental authority (a "Force Majeure"). In such event, however, the delayed Party must promptly provide the other Parties with written notice of the Force Majeure. The delayed Party's time for performance will be excused for the duration of the Force Majeure, but if the Force Majeure events last longer than thirty (30) days, then any Party may immediately terminate the MoU by giving written notice to the other Parties.

11.4. Notice to Parties under this MoU must be in writing and sent by receipted courier service to the address below or to such other address (incl. facsimile or electronic) as specified in writing and will be effective upon receipt:

To First Party: 76/1, 7th A Cross, 27th Main Road, Sector 1, HSR Layout, Bangalore, 560102

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To Second Party: P. B Siddhartha College of Arts & Science, Siddhartha Nagar,
Vijayawada-520 010, Andhra Pradesh, India

11.5. Any rights under this MoU may not be transferred in any manner (even temporarily) by any Party, in whole or in part, whether voluntarily or by operation of law, without prior written consent of the other Parties. Subject to the foregoing, this MoU shall be binding upon the Parties' respective successors and assigns.

11.6. Failure or delay in exercising any rights under this MoU by either Party or failure to insist upon or enforce strict performance of any provision contained herein, shall not be considered waiver of such right, even if there are multiple, successive instances of such failures or delays. No waiver shall be considered continuing or permanent.

11.7. In the event that any of the provisions of this MoU shall be held by a court or other tribunal of competent jurisdiction to be unenforceable, the remaining portions hereof shall remain in full force and effect.

**IN WITNESS WHEREOF THE PARTIES HERETO HAVE SET THEIR HANDSON
THE DAY, MONTH AND SEAL FIRST MENTIONED ABOVE**

For the Second Party




Principal

P. B Siddhartha College of Arts & Science,
Siddhartha Nagar, Vijayawada-520 010,
Andhra Pradesh, India

Date: 01st October 2021

Witness



Sridhar Kavuri,

Lecturer, Department of Computer Science,
Training and Placement officer,
P.B. Siddhartha College of Arts and Science
Date: 01st October 2021

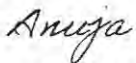
For the First Party



Jean Paul Boddu

Associate Director - Operations
Mentor Together
Date: 01st October 2021

Witness



Anuja Anna Thomas

Program Coordinator
Mentor Together
Date: 01st October 2021

MEMORANDUM OF UNDERSTANDING



Between

Edify Educational Services Pvt.Ltd.

Villa no. 32, G floor, Bollineni Homes Madhapur, Hyderabad, Telangana-500018



Between

P. B. Siddhartha college of Arts & Science

An autonomous college under the jurisdiction of Krishna University, MTM

Mogalrajapuram, Siddhartha Nagar, Vijayawada, Andhra Pradesh 520010



Villa No 32, G Floor, Bollineni Homes,
Madhapur, Hyderabad-500081



+91 40 4425 1111
+91 40 4425 1122



info@edifypath.com
www.edifypath.com

This MEMORANDUM OF UNDERSTANDING ("M.O.U"/ "Agreement") is made as on Friday, 3rd September, 2021 by and between

Edify Educational Services Pvt Ltd, located at Hitech City, Hyderabad hereafter referred as "**EdifyPath**" which expression shall unless repugnant to the context or meaning thereof include its successors and assignees.

And

Parvathaneni Brahmayya (P.B.) Siddhartha college of Arts & Science located at A S Rama Rao Rd, Mogalrajapuram, Siddhartha Nagar, Vijayawada, Andhra Pradesh 520010, hereafter referred as "**PBSCAS**", which expression unless repugnant to the context or meaning thereof be deemed to include, legal representative, executors, administrators, successors and permitted assigns of the other PART.

Each individually a Party and collectively referred to as Parties.

WHEREAS, the EdifyPath and PBSCAS have come together to collaborate for up-skilling the students of PBSCAS under subscription of EdifyPath Certification Program and providing opportunities for Internship and jobs to excelling students

WHEREAS As of the date hereof both Parties as above have expressed a desire of entering into a Memorandum of Understanding (M.O.U) agreement to meet their respective objectives, which are set out here in below.

NOW, THEREFORE, it is hereby agreed by and between the undersigned Parties as follows:

BACKGROUND OF THE PARTIES

EdifyPath is a global online experiential e-learning platform that is focused on bridging the talent-gap across rising technology demands and helping learners acquire industry-specific skills that make them corporate-ready and ease their transition into the corporate world. EdifyPath offers a range of professional certified courses by various industry experts which are high in demand in the current day job markets. Its association and tie-ups with global industry leaders gives EdifyPath an edge in designing unique content that keeps our learners much ahead in the learning curve. EdifyPath through one of its unique offerings "EdifyTalks" provides unique power clips from industry leaders and senior executives that offer valuable insights for career prospects to its learning community.

PBSCAS is an Education institute that intends to offer its students a globally relevant learning experience, by providing high quality, affordable and accessible education. PBSCAS through the process of co-creation intends to elevate its students to serve the emerging talent needs of Industry. .





PURPOSE:

The purpose of the collaborative relationship contemplated by this M.O.U is for PBSCAS to promote a talent pool of young students, while facilitating their upskilling using EdifyPath's Platform (as defined below) and enabling them acquire new and relevant competencies as per the current market requirements and for EdifyPath to nurture the young talent, making the students more employable and industry ready ("Purpose").

DELIVERABLES:

EdifyPath:

EdifyPath agrees to provide the following forms of support to the PBSCAS on a good faith basis:

- a. Provide access to a world of knowledge across rising technology demands and helping its learners acquire industry specific skills
- b. Provide access to Edify Talks to enable learners gain insights from industry leaders and senior executives that will help in getting the bigger picture of various industries and the required competencies (domain, technical, behavioral and communication) to enter and excel in the career.
- c. EdifyPath to extend at a special promotional Price, which shall be applicable exclusively for the PBSCAS.
- d. EdifyPath to provide services enabling its learners acquire new competencies in accordance with current market requirements anytime, anywhere upon subscription.
- e. EdifyPath to provide opportunities for Internship and placement support for excellent candidates upon successful completion of EdifyPath Certification Program(s).
- f. EdifyPath to conduct Technical workshops for the Students of PBSCAS.
- g. EdifyPath to provide access to Khelo Application as part of the subscription as per the terms detailed below in this Agreement.

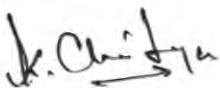
PBSCAS Deliverables:

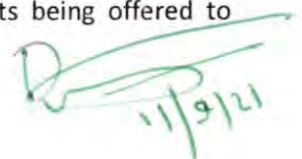
PBSCAS by and through its principals and agents, agrees to provide opportunities to "EdifyPath" and its center of excellences, as appropriate, on a good faith basis,

- a. To promote EdifyPath and EdifyTalks amongst the student community, faculty and staff for skill- development.
- b. To support EdifyPath in to run running awareness campaigns in PBSCAS premises.
- c. To render any additional support to achieve the deliverables mentioned in this Agreement.

Platform:

EdifyPath will provide PBSCAS access to its online learning interface where PBSCAS can access the courses, content, marketing materials that are being offered including a limited period subscription to certain third party applications and materials as a value addition to the products being offered to PBSCAS.





License Grant

Except for the license and access rights granted in this Agreement, nothing in this Agreement grants any title or ownership interest in or to any Intellectual Property Rights in or relating to, the Platform, marketing materials or third party materials, whether expressly, by implication, estoppel or otherwise. All title and ownership interest in and to the Platform, marketing materials and the third party materials are and will remain with EdifyPath and the respective rights holders in the third party materials.

Khelo College Clad Application:

As part of the offerings and through its collaboration with third parties and as a value addition, EdifyPath will provide a limited period fully paid up subscription and access to the Khelo College Clad Application ("Khelo") for the benefit of College for a period of 12 months from the Effective Date ("Initial Period"). Khelo will be a complimentary product offering provided pursuant to this Agreement that either works as an independent application or as an integrated application with the Platform. Khelo is being offered as part of the service offering which can provide for student engagement through knowledge sharing, event hosting, contests, promotional events and sharing of articles, contents among the students etc. Post the expiry of the initial period certain subscription fee might be applicable for continued utilization of Khelo as agreed upon between the College and the applicable third party owners.

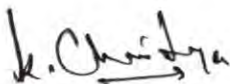
Disclaimer of warranties:

Except for the express warranties provided in this Agreement, all applications, the Platform and materials are provided "as is" and EdifyPath hereby disclaims all warranties, whether express, implied, statutory or other, and EdifyPath specifically disclaims all implied warranties of merchantability, fitness for a particular purpose, and all warranties arising from course of dealing, usage or trade practice. Without limiting the foregoing, EdifyPath makes no warranty of any kind that the applications, the platform, materials, or any products or results of the use thereof, will meet PBSCAS's or any other person's requirements, operate without interruption, achieve any intended result, be compatible or work with any software, system or other services except if and to the extent expressly set forth in the specifications, or be secure, accurate, complete, free of harmful code or error free. All third-party materials are provided "as is" and any representation or warranty of or concerning any third party materials is strictly between PBSCAS and the third-party owner or distributor of the third-party materials.

Confidentiality:

PBSCAS will hold in strict confidence the confidential information disclosed by EdifyPath in furtherance of this Agreement. PBSCAS shall use the confidential information in accordance of the terms and solely for achieving the Purpose of this Agreement. PBSCAS agrees not to disclose confidential information to any other parties without the prior written consent of EdifyPath. PBSCAS will exercise at least the same degree of care it uses to protect its own confidential information.

The obligations of confidentiality do not apply to information (i) that becomes publicly available for no fault of the PBSCAS; (ii) can be demonstrated by written evidence that it was in the possession of the receiving Party prior to receipt from EdifyPath; (iii) independently developed by the Parties without use of information disclosed by the other Party.





Limitation of liability

The Parties shall not be liable for any incidental, special, indirect or consequential damages arising out of or relating to this Agreement.

Intellectual Properties:

PBSCAS hereby grants EdifyPath a royalty-free, non-exclusive, non-transferable, non-sub licensable, limited term license to use PBSCAS's marks solely for the purpose of aligning the appearance of its products branding and only as specifically authorized by, and subject to any restrictions stated in, this Agreement. Such license shall be limited to the duration of this Agreement. During the Term of the Agreement, EdifyPath may include PBSCAS in any of EdifyPath's customer lists and testimonials, solely for the purpose of identifying PBSCAS as a customer of EdifyPath. EdifyPath acknowledge that the provisions of this paragraph do not convey any right, title or ownership interest in PBSCAS's marks to EdifyPath Except for the license and access rights granted under this Agreement nothing in this Agreement grants any title or ownership interest in or to any Intellectual Property Rights of one Party to the other. PBSCAS hereby unconditionally and irrevocably grants to EdifyPath an unrestricted license to use including all Intellectual Property Rights relating thereto.

Information Sharing:

In connection with this Agreement either Parties shall during the Term of this Agreement shall provide, accommodate and make available as required access to each other's information (students databases by PBSCAS and any customer information shared by EdifyPath) and hereby agree to share such information with each other solely for the accomplishment of the Purpose of this Agreement. Either Parties acknowledge and agree not to use, decimate to any third party, share or use such information for any other purposes otherwise than as stated in this Agreement and hereby agree to maintain such information in strictest confidence.

Term of the Agreement

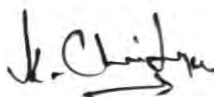
This Agreement shall commence from the Effective Date above and shall continue to be in force unless terminated by either Parties as per the terms of this Agreement ("Term").

Marketing Collaboration:

Either Parties to this Agreement agree to cooperate with each other in the marketing and promotion of the products and services of the Parties in furtherance of achieving the Purpose of this Agreement. Such cooperation shall include the reasonable provision, at the Party's expense, reasonable participation and assistance, as agreed to by the Parties, with trade shows, conferences, company sales conferences and education seminars etc.

Termination

The engagement contemplated between the Parties under this M.O.U. is at-will. Upon the discretion of the either of the Parties the collaborative relationship under this M.O.U. may be terminated with an advance written notice of 30 days to the other Party. Upon termination of the Agreement for any reason either Parties shall promptly return to the other Party all confidential information of the other Party. Except for the obligations which are logically ought to survive, all other rights and obligations of the Parties under this Agreement shall expire upon termination of this Agreement.



Entire Agreement

This M.O.U. is the final and complete understanding and agreement of the undersigned Parties. No other promises, agreements, nor warranties have been provided. This M.O.U. may only be amended by a written agreement as provided in this M.O.U.

Applicability

The terms and provisions in this MOU also apply to any subsequent Addendum(s) to this Agreement.

IN WITNESS WHEREOF, the undersigned Parties here to have executed this MOU on the day Friday, 3rd September, 2021.

	Edify Educational Services Pvt. Ltd.		P.B. Siddhartha College of Arts & Science
Signature		Signature	
Name	K. CHAITANYA.	Name	Prof. Rajesh C. Jampala
Title	Sr. Manager	Title	Principal.





INTERNSHALA COLLEGE REGISTRATION AGREEMENT

This Agreement is executed on 31-08-2021 by and between:

Scholiverse Educare Private Limited, having its registered office at B-610, Unitech Business Zone, Nirvana Country, Sector-50, Haryana - 122018, acting through its authorized representative Mr. Samay Bhatnagar, Head, University Relations (hereinafter referred to as “Internshala”);

AND

P.B. Siddhartha College of Arts and Science, Vijayawada (hereinafter referred to as the “College” which expression shall, unless repugnant to the meaning or context thereof, be deemed to include its executors, representatives and permitted assigns) of the other Party; acting through its authorized representative Dr. K. Bhargavi, Principal

Internshala and College may be referred to as 'Party' individually and as 'Parties' collectively, as the context may require.

Overview:

This agreement is regarding the college registration of 'P.B. Siddhartha College of Arts and Science, Vijayawada' with 'Internshala'.

Responsibilities of Internshala:

- Create student accounts for all the students registered by the College.
- Provide weekly internship update to all the students registered by the College as per their filled in preferences
- Provide an online resume maker to all the students of the College registered with Internshala.
- Safeguard students' data as per Internshala privacy policy (<https://internshala.com/privacy>)
- Inform the college when students get selected for an internship.
- Provide College with Internshala logo and brand name to be used in College's communications (internal or external) and on its website to recognize Internshala as the internship and training partner and any other purpose limited to the scope of the agreement.

Responsibilities of College:

- Recognize Internshala as the internship and training partner in all internal and external communications including on its website and in admission/media brochures.
- Send a communication to all the students and faculties regarding the association and direct/encourage students to verify their accounts.
- Provide the information of all the interested students of the College as required by Internshala for their registration. The information should contain the first name, last name, mobile number and the email address of all the students of the College.
- Regularly post a list of students selected for internships through Internshala every month on the college's notice board.
- Authorize Internshala to recognize college, using College logo and/or brand name, as a registered user in its communications (internal or external) and on Internshala platform only for the purpose limited to the scope of the agreement.

Commercials:

This is a non-commercial agreement whereas neither party is required to make any payment to other party for carrying out the responsibilities listed in this agreement.

Term and Termination:

This agreement will be operational and valid from 31-08-2021 and the initial tenure of the agreement is 1 (one) year. Upon completion of the tenure, the agreement can be renewed for another 1 year and so on with mutual consent of both parties.

Under normal circumstances, either party wanting to terminate the agreement can do so and it can be done on a mutually agreed upon date in a justified way with a notification given at least one month prior to termination date.

Indemnity

The college understands and agrees that all the information provided on Internshala related to internships and trainings is provided on *as is* basis. It further agrees that while Internshala makes efforts to ensure the accuracy of the information supplied, it does not guarantee it and the college will choose to disseminate this information to its students solely at its discretion. The college agrees to defend, indemnify and hold harmless Internshala, its subsidiaries, affiliates, licensors, employees, agents, third party information providers and independent contractors against any loss, claims, damages, costs, liabilities and expenses (including, but not limited to, reasonable attorneys' fees) arising out of or related to its use of content of Internshala platform feed that it posts, stores or otherwise transmits on or through its platform(s) or to its students or to general public at large.

The college understands and agrees that as a platform, Internshala acts as a bridge between the organizations who wish to hire interns and the students who wish to apply for the internships. We make best efforts to bring the best internships on the platform, educate students about the same and ensure that they can apply to these internships in a seamless manner. However, the eventual hiring decision, rightfully, resides with the organization which is hiring interns and is dependent on several factors such as the skills of the applicant, quality of her applications, competition, requirements and assessment process of the organization, student's availability at the required location and for the desired period of the internship etc. Since these factors are beyond Internshala's control, Internshala does not and can not guarantee an internship to an applicant.

The college further agrees to indemnify and hold harmless Internshala, its subsidiaries, affiliates, licensors, employees, agents, third party information providers and independent contractors, if any, who controls any thereof, against any loss, liability, claim, damage and expense whatsoever (including, but not limited to, any and all expenses whatsoever reasonably incurred in investigating, preparing or defending against any litigation commenced or threatened or any claim whatsoever) arising out of or based upon any false representation or warranty or breach or failure by the College to comply with any covenant or agreement made by the College herein or in any other document furnished by the College to any of the foregoing in connection with this agreement.

Trademarks:

Except to the limited extent expressly provided in this Agreement, neither Party grants, nor the other Party will not acquire any right, title or interest (including, without limitation, any implied license) in or to any property of the first Party. All rights not expressly granted herein are deemed withheld. All use by a Party of the other trade names, trademarks, service marks, logos, etc., and any goodwill associated therewith, will inure to the benefit of the grantor.

Confidentiality:

Internshala and the College will not disclose the details of this agreement and any private information that they come across when this agreement is in effect to any third-party.

If either Party (the "Receiving Party") under this Agreement gains access to confidential information of the other Party (the "Disclosing Party") concerning the Disclosing Party's prices, business, plans, technology, products, and other non-public information of the Disclosing Party (collectively, "CI" or "Confidential Information"), then the terms of this section will apply. CI includes all information in tangible or intangible form that is marked or designated as confidential by the Disclosing Party or that, under the circumstances of its disclosure, should be considered confidential. The Disclosing Party owns all right, title and interest, including all patent, copyright, trademark, trade secret rights and any other intellectual property or proprietary rights in any jurisdiction, including any and all applications, renewals, extensions and restorations thereof, in the Disclosing Party's CI. Each Party agrees that it will not use in any way, for its own benefit or the benefit of any third party, except as expressly permitted by, or as required to implement, this Agreement, nor disclose to any third party (except as required by law or to such Party's attorneys, accountants and other advisors as reasonably necessary), any of the Disclosing Party's CI. Each Party will take reasonable precautions to protect the confidentiality of the other Party's CI that are at least as stringent as it takes to protect its own CI.

Force Majeure:

Except for any payment obligations, neither Party will be liable to the other for failure to fulfill obligations hereunder if such failure is due to causes beyond its control, including, without limitation, acts of God, earthquake, fire, flood, embargo, catastrophe, sabotage, utility or transmission failures, governmental prohibitions or regulations, national emergencies, insurrections, riots or wars, strikes, work stoppages or other labor difficulties ("Force Majeure Event"). The time for any performance required hereunder will be extended by the delay incurred as a result of such Force Majeure Event.

Disputes:

The Parties shall attempt in good faith to resolve any dispute arising out of or relating to this Agreement promptly by negotiation between executives.

Signed and Delivered by The Signatory Representative of Parties to this agreement:

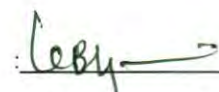

For and on behalf of

Internshala




(Samay Bhatnagar, Head - University Relations)
(Authorized Signatory)

P.B. Siddhartha College of Arts and Science, Vijayawada

(Dr. K. Bhargavi, Principal)
(Authorized Signatory)

MEMORANDUM OF UNDERSTANDING

Joint Sub Registrar-121
Ex-Officio Stamp Vende



5 OCT 2021



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



And Ashoka School of Business,

Near Ramoji Film City Greater Hyderabad,
Yadadri,
Bhuvanagiri

This bipartite agreement (the “Bipartite Agreement”) is entered into on August , 2021 between:

1. **Parvathaneni Brahmayya Siddhartha College of Arts & Science**, Siddhartha Nagar, Moghalrajapuram, Vijayawada-520010, Andhra Pradesh, INDIA (hereinafter referred to as PBSCAS).
2. **Ashoka School of Business**, Near Ramoji Film City Greater Hyderabad, Yadadri, Bhuvanagiri, Telangana, INDIA (hereinafter referred to as ASB).

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

1. Whereas

PBSCAS with a fair intent of faculty exchange, students exchange and expertise sharing for the mutual benefit of two organizations. 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 August 2021.

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.

2. 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.

J. Vivekananda Muty
Narasimhan

3. Scope

- 1) ASB and PBSCAS have agreed for providing opportunities to the outgoing students of PBSCAS for admission into the PGDM programs offered by ASB.
- 2) All the students of PBSCAS who join ASB shall be eligible for a 25% Scholarship on the tuition fees (Which stands at Rs 6,90,000 for the academic year 2021-2022.)

However, as a first time gesture, ASB offers a scholarship of Rs 2,00,000/- to all the students of PBSCAS who join its PGDM program in the present year (2021-22) instead of the 25% mentioned above.

- 3) All the students who pursue Bachelors's program with Business Analytics are eligible for Credit transfer of 6 courses of any of the below-mentioned courses in ASB. They may complete the PGDM by pursuing the balance courses required to earn the PGDM or they can take additional courses in any other elected area of specialization and earn twin specialization in the PGDM program.

- a) Accounting for Managers
- b) Microeconomics
- c) Macroeconomics
- d) Business Research methods
- e) Marketing Analytics
- f) Business Analytics and Big Data
- g) Machine Learning Models
- h) HR Analytics
- i) Supply Chain Management.

For students of all other streams, credit transfer of relevant courses may be considered subject to their completion of such courses in their Bachelor's Program.

- 4) As a part of the MOU, ASB shall organize at least four sessions, in an academic year, by Eminent Business Personalities (Example: Lakshmi Potluri <https://www.linkedin.com/in/lakshmipotluri> and Soumyadip Chakraborty, <https://in.linkedin.com/in/soumyadipchakraborty>) The cost of the stay for such Dignitaries shall be borne by PBSCAS.
- 5) ASB shall also organize Group Discussions, Personality Development sessions through their in-house faculty including its CEO, Mr. J. V. Murty, on mutually accepted days for a period of six days in an academic year. PBSCAS shall organize stay and boarding for them.

J. V. Murty
Kaushalyani

- 6) ASB shall also invite selected students of PBACAS (selected by PBACAS) for a study tour to familiarize them with PGDM/MBA program. The Program shall be for two days. All students who attend the program will attend academic sessions, Guest Lectures in ASB and they live with the then-existing PGDM students and learn from them too. ASB will provide hostel and food facilities for such students. Students may be sent during mutually agreed periods and for any given two-day period the maximum number of such students shall be restricted to 24 with not more than 12 girls. If the number is more, such programs can be organized more than once in any given academic year.
- 7) ASB shall also help PBACAS in identifying Internship opportunities both in India and abroad.

4. Exit

PBSCAS retain the right to exit from this obligation without assigning any reasons but with 30 days notice and without any financial commitment.

5. Arbitration and jurisdiction:

- (i) All disputes that arise out of this agreement shall be amicably settled among parties and in case of any further dispute, shall be settled by the parties.
- (ii) PBSCAS 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.

M. Srinivasan, J. Sivakumara Murthy

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

Signed by:

Mansarayani
(Dr. K. Mansarayani)



For and behalf of

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

Signed by:

J. Vivekananda Murthy
(J. VIVEKANANDAMURTY)

For

Ashoka School of Business,
Near Ramoji Film City Greater Hyderabad,
Yadadri, Bhuvanagiri,
Telangana, India



Witness:

1. *V. Babu Rao*
[Signature]

2. *[Signature]*
K. Sridhar

Witness:

1. *[Signature]*
(K.S. KRISHNA MOHAN)
DIRECTOR - STRATEGY &
BRAND MGMT

2. *[Signature]*
H. V. Durga Prasad.

This Master Subscription Agreement (“Agreement”) is made and entered into as of 22nd July, 2021 (the “Effective Date”), by and between Almashines Technologies Pvt. Ltd. (“AlmaShines”), an Indian Company, with office at Ahmedabad and Parvathaneni Brahmayya Siddhartha college of Arts & Science (“Institute”), an Institute in Vijayawada, Andhra Pradesh 520010.(Location) **WHEREAS** Almashines, is an organization offering services in the form of an online platform for educational institutions to help them connect and engage their alumni AND Parvathaneni Brahmayya Siddhartha college of Arts & Science (Institute), which is an Institute for higher Education and Research

1. Services and Support

1.1 Provision of Services subject to the terms and conditions of this Agreement: Almashines is bound to provide Institute, with the following set of services:

- i) Provide a dedicated platform, Web Based to the institute authorities for facilitating interaction with the alumni and students, primarily.
- ii) Provide Technical maintenance and knowledge support to the Institute authorities to ensure the proper usability and functionality of the services provided by Almashines.
- iii) Provide with a Monthly/Quarterly Report to describe the progress and growth of the community.

During the term of this Agreement, Almashines may make enhancements to the Products and the Services and Institute agrees to use the enhanced versions of the Products and the Services which shall not hamper the functionality and deliverables of the product as per the agreement

Support Services. AlmaShines shall provide technical and knowledge support services against all the requests made via the appointed account manager or clients@almashines.com. The turnaround time for any of these requests shall not exceed 72 Hours.

1.2. Rights for Use of User Data / Institute Representations and Warranties: The User Data, i.e. the information about the members of the community & the content published by them on the platform remains the joint property of institute & AlmaShines. Data shared at the time of set-up is stored on the servers of Almashines and hence, Almashines shall take all security measures necessary to meet the industry standards in this context. Institute must have the right to retrieve & extract the user data. AlmaShines shall commit that the user data shall be managed and handled carefully and shall not be shared with any third party, though AlmaShines can conduct various community engagement campaigns without seeking approval of the institute.

1.3. Security: Almashines shall provide for the security of the data, created or consumed by all the users. Almashines shall also ensure, that the user data shall not be leaked to any third party. Institute also understands the importance of maintaining the privacy of user data, hence they shall as well take the necessary measures to protect the same.

2. User Liability

On signing for AlmaDirectory, user confirms that he/she is using the product on behalf of a registered alumni body or an institute. User shall have the access to manage the database of users, hence shall take all required data protection measures. If found that the services offered by AlmaShines are being used in any unauthorized manner, AlmaShines holds the authority to discontinue the subscription immediately and the same can be referred for prosecution under Indian Penal Code

3. Term and Termination

3.1 Term: Unless terminated earlier in accordance with section 3.2, the term of this Agreement will be 3 Years, subject to periodic renewal.

3.3 Termination. This Agreement may be terminated as follows:

- (i) Institute may terminate this Agreement at any time by notifying Almashines in writing stating a reasonable cause for such early termination by giving a notice of at least 1 month and paying all undisputed fees for the Services for the remainder of the then-current term.
- (ii) Either party may terminate this Agreement immediately by written notice if the other party materially breaches this Agreement and fails to cure its breach after receipt of written notice within (a) 15 days in the case of non-payment of any fees, or (b) 30 days in the case of all other breaches.
- (iii) Either party may terminate this Agreement immediately by written notice of the other party
 - (a) becomes insolvent, (b) makes an assignment for the benefit of creditors, (c) files or has filed against it a petition in bankruptcy or seeking reorganization, (d) has a receiver appointed, or (e) institutes a proceeding for liquidation or winding up. In the case of involuntary proceedings, a party will only be in breach if the applicable petition or proceeding has not been dismissed within 90 days.

3.2 Effect of Termination: Within 7 days of expiration or earlier termination of this Agreement as per

3.3. Institute shall pay to Almashines all undisputed fees for the Services up to and including the date of termination.

4. Proprietary Rights

4.1 Almashines's Proprietary Rights: Exclusive of Institute Information, Almashines (or its thirdparty licensors, if applicable) will retain all rights, title, and interest in and to the Product, Services, and the Almashines Information and all legally protectable elements or derivative works thereof. Almashines may place copyright and/or proprietary notices, including hypertext links, within the Services. Institute may not alter or remove these notices without Almashines's written permission.

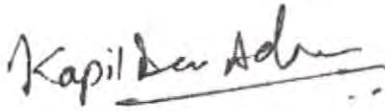
4.2 All the registered users will agree to the 'Terms and Conditions' put by AlmaShines on the platform at the time of registration. Institute also acknowledges that the product is the property of AlmaShines and is being licensed by the institute for the term of this agreement; hence it permits AlmaShines to take the credit of the same, by placing their logo/name within the services. AlmaShines holds the right to project Institute on all its media.

4.3. Institute may not have the right to, and agrees not to, attempt to restrain Almashines from using any skills or knowledge of a general nature acquired during the course of providing the Services, including information publicly known or available or that could reasonably be acquired in similar work performed for other clients.

4.4 Institute's Proprietary Rights: Institute will retain all rights, title and interest in and to the legally protectable elements of Institute Information and derivative works thereof.

Almashines Technologies Pvt. Ltd.

Parvataneni Brahmayya Siddhartha College of Arts & Science
(Institute)



By
Name Kapil Dev Advani

Title: Director

Date : 20 July 2021



By
Name Dr. M. Damesh 22/7/21

Title Principal

Date 22nd July, 2021.



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

AND

TESTBOOK EDU SOLUTIONS PVT. LTD.

1st & 2nd Floor, Zion Building, Plot No. 273, Sector – 10, Kharghar, Navi Mumbai - 410210
CIN: U72200MH2013PTC241118

TESTBOOK EDU SOLUTIONS PVT. LTD.

1st & 2nd Floor, Zion Building, Plot No. 273, Sector – 10, Kharghar, Navi Mumbai - 410210
CIN: U72200MH2013PTC241118

Date: July 16, 2021

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding ("MoU") is entered into as of July 16, 2021 (the "Execution Date") by and between, **Parvathaneni Brahmayya Siddhartha College of Arts & Science** (hereinafter referred to as "PBCAS")

AND

TESTBOOK EDU SOLUTIONS PRIVATE LIMITED (PAN: AASCS8515R and CIN: U72200MH2013PTC241118), a private limited company incorporated under the Companies Act, 1956, engaged in providing online educational courses to students, having its registered office at 1st and 2nd Floor, Zion Building, Plot no. 273, Sector No. 10, Kharghar, Navi Mumbai, Raigarh, Maharashtra - 410210 (hereinafter referred to as "**Testbook** ", which expression shall unless repugnant to the context or meaning thereto shall mean and include its successors and permitted assigns) represented herein by its Director, Mr. Ashutosh Kumar, duly authorised by its board of directors vide resolution dated 16th November, 2019.

PBCAS and Testbook are individually referred to as a "**Party**" and collectively as "**Parties**".

WHEREAS:

- A. Testbook will provide its services under **Testbook Skilled Campus Program** for use by PBCAS in respect of "**End Users**" (all students who are presently enrolled in any programme with the institution), in accordance with the terms and conditions set out herein, and Testbook has agreed to the same.
- B. Pursuant to the foregoing, the Parties have agreed to enter into this MoU to set forth the terms and conditions of their arrangement in following sections.

As a part of this MoU, both the parties have identified and hereto agree to the following responsibilities respectively:

1. RESPONSIBILITIES

1.1 Responsibilities of Testbook

- A. Testbook with the help of PBCAS, shall get all the willing students of PBCAS to sign up on Testbook's platform with email ID to avail the services under Testbook Skilled Campus Program.
- B. There will be no financial implications involved between Testbook and PBCAS during the "Term" (defined hereafter) of this MoU and the End Users can get these benefits under Testbook Skilled Campus Program:

TESTBOOK EDU SOLUTIONS PVT. LTD.

1st & 2nd Floor, Zion Building, Plot No. 273, Sector – 10, Kharghar, Navi Mumbai - 410210
CIN: U72200MH2013PTC241118

- Placement Preparation Activities for a period of 1 year which can include Live Tests (Minimum of 5) along with a detailed analysis of PBCAS End Users' performance to the institute
- Career mentorship sessions from industry experts (Minimum of 5)
- Access to all the content under Testbook Pass for a period of 01 month
- Chance to get internships & full time opportunities

1.2 Responsibilities of PBCAS

- To inform the availability of such free services as referred above to the End Users for upskilling and assessment by circulating necessary information.
- To provide support in scheduling the Live Tests and informing the End Users that would help them evaluate their readiness for placements and institute to know the current preparation status of their students.
- To provide End Users' detailed feedback of Testbook's platform usage to Testbook.

2. Other provisions:

- This MoU shall be valid for an initial period of 1 (one) year from the Execution Date ("Term") unless terminated earlier by Parties.
- Testbook shall keep all the data collected from the students confidential and shall NOT share/disclose to anyone in any form whatsoever without the prior written permission from the students. Testbook also agrees that the data so collected shall be used for the purpose envisaged in this MoU and not for any other purpose

3. Arbitration and Jurisdiction

- All disputes that arise out of this agreement shall be amicably settled among parties and in case of any further dispute, shall be settled by the parties.
- PBCAS will be responsible for all legal issues/litigations that arise from this agreement.
- This Agreement shall be governed by and construed in accordance with Indian law.
- The courts of Vijayawada have exclusive jurisdiction to hear 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

TESTBOOK EDU SOLUTIONS PVT. LTD.

AGREED AND ACCEPTED:

For and on behalf of PBCAS :



Signature:

Sridhar Kavuri
16/7/21

Name: Sridhar Kavuri

Title: Training & Placement Officer

Date: 16th July 2021

For and on behalf of TESTBOOK EDU

SOLUTIONS PVT LTD



Signature: *Ashutosh Kumar*

Name: Ashutosh Kumar

Title: CEO

Date: 21 July 2021

TESTBOOK EDU SOLUTIONS PVT. LTD.

1st & 2nd Floor, Zion Building, Plot No. 273, Sector – 10, Kharghar, Navi Mumbai - 410210
CIN: U72200MH2013PTC241118



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



And SQUPUS Pvt. Ltd.,
Newmark house, Patrika Nagar,
Hyderabad, Telangana 500081
INDIA

This bipartite agreement (the “Bipartite Agreement”) is entered into on July 14, 2021 between:

1. **Parvathaneni Brahmayya Siddhartha College of Arts & Science**, Siddhartha Nagar, Moghalrajapuram, Vijayawada-520010, Andhra Pradesh, INDIA (hereinafter referred to as PBSCAS).
2. **SQUPUS Private Limited**, Newmark house, Patrika Nagar, Hyderabad, Telangana 500081, INDIA (hereinafter referred to as SQUPUS).

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

1. Whereas

PBSCAS with a fair intent of faculty exchange, students exchange and expertise sharing for the mutual benefit of two organizations. 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 14th July 2021.

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.

2. 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.



3. **Scope**

- Training: Artificial Intelligence, Block chain, Internet of Things, Programming Languages, Compiler Design, Design Thinking, Marketing, Strategy & Sales and also offer certificates to all the participants (monthly / quarterly).
- Hackathons: problem solving based Hackathons on real-time scenarios. Best solutions could be offered internship with SQUPUS could be financed to turn into a startup (monthly / quarterly).
- Entrepreneurships: Training on Entrepreneurship, Business Model (Canvas, Pitch Deck, Presentations, Marketing Strategy, Sales Strategy and help them from ideation to Customer Acquisition, and give them further online support as needed (frequently).
- Placements: SQUPUS train the students in technology / management (based on the requirement) in a generic arena. We also train the students on the specific skill needed for the particular company. We also help students getting placed through various job opportunities (annually).
- Corporate Relations: SQUPUS helps PBSCAS to connect with the industries for visits, discussions and knowledge sharing sessions ((monthly / quarterly).

4. **Exit**

PBSCAS retain the right to exit from this obligation without assigning any reasons but with 30 days notice and without any financial commitment.

5. **Arbitration and jurisdiction:**

- (i) All disputes that arise out of this agreement shall be amicably settled among parties and in case of any further dispute, shall be settled by the parties.
- (ii) PBSCAS 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:



14/7/21

For and behalf of

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

Witness:

1.  14/7/21

2.  14/7/21

Signed by:



SAI PAVAN VELIDANDLA

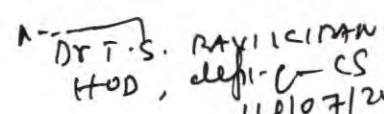
Founder & CEO,

SQUPUS Private Limited,

Newmark house, Patrika Nagar,
Hyderabad, Telangana 500081
INDIA

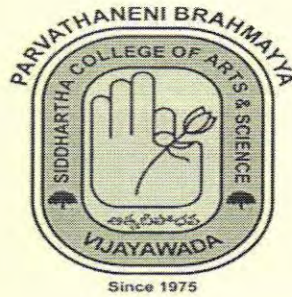
Witness:

1.  14/7/21

2. 
Dr T.S. RAYILURAM
HOD, Dept. - CS
14/07/2021

**Memorandum of Understanding
(MoU)**

Between



P B SIDDHARTHA COLLEGE OF ARTS & SCIENCE
Siddhartha Nagar, Vijayawada A.P -520010

AND



RAMACHANDRA COLLEGE OF ENGINEERING(A)
NH-16 Bypass Road, Vatluru(V), Eluru, A.P - 534007

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (hereinafter referred to as the "MOU") is executed on the 8th of June, Two Thousand Twenty one (2021),

BETWEEN:

Department of Mathematics, P.B. Siddhartha College of Arts & Science, Siddhartha Nagar, Vijayawada, Andhra Pradesh, India - 520010, represented by Head, Department of Mathematics, P.B.Siddhartha College of Arts & Science (hereinafter referred to as the "First Party")

AND

Department of Freshman Engineering, Ramachandra College of Engineering(A), Eluru, Andhra Pradesh, India -534007, represented by Professor & Head, Department of Freshman Engineering, Ramachandra College of Engineering (hereinafter referred to as the "Second Party")

WHEREAS:

- A. The First Party is a higher educational institution named Department of Mathematics, P.B. Siddhartha College of Arts & Science, Siddhartha Nagar, Vijayawada.
- B. The Second Party is also a higher educational institution named Freshman Engineering Department, Ramachandra College of Engineering, Eluru.
- C. Both Parties believe that collaboration and cooperation between themselves will enhance the effective use of resources and provide enhanced opportunities.
- D. The Parties intend to cooperate within the areas of Skill-Based Training, Student/Faculty Exchange, Education Research, Software Consultancy, and Academic Support.
- E. Both Parties, as legal entities, desire to sign this MOU to advance their mutual interests.

Now Therefore, In Consideration of the Mutual Promise Set Forth in This MOU, the parties hereto agree as follows.

J. Venkateswara Rao Rep



CLAUSE 1: COOPERATION

- 1.1 Both Parties, united by common interests and objectives, shall establish channels of communication and cooperation to promote and advance their respective operations within the Institution and its related wings. They shall keep each other informed of potential opportunities and share all relevant information.
- 1.2 Cooperation between the First Party and Second Party will facilitate effective utilization of intellectual capabilities of the faculty of the First Party, providing significant inputs in developing suitable Teaching/Training Systems/Research, considering the needs of the industry.
- 1.3 The general terms of cooperation shall be governed by this MOU. The parties shall promptly enter into all relevant agreements, deeds, and documents (the "Definitive Documents") as required to give effect to the actions contemplated in this MOU. The term of Definitive Documents shall be mutually decided between the Parties. This MOU, along with the Definitive Documents, shall represent the entire understanding of the subject matter herein and shall supersede any prior understanding between the parties.

CLAUSE 2: SCOPE OF THE MOU

- 2.1 Academic Collaboration: Both parties shall jointly apply for Research Projects/Grants, Exchange Students and Faculty for Knowledge Transfer, collaboratively design Academic Programs, and share Academic Resources.
- 2.2 Curriculum Design: Both parties shall jointly provide valuable inputs to the other party in Teaching/Training Methodology and customize the curriculum to fit the industrial scenario.
- 2.3 Student Exchange Programs: Industry Trainers/Corporate Trainers shall facilitate students in acquiring Latest Technologies and building competencies for job readiness.
- 2.4 Faculty Exchange Programs: Expert Faculty Members shall train other Faculty Members in subjects and provide Research Guidance.
- 2.5 Research Collaboration: Faculty Members shall be encouraged to write Research Articles, apply for Research Projects/Grants/Patents, Author Books, and organize National/International Conferences.

J. Venkateswar Reddy

[Signature]

- 2.6 Resource Sharing: Both Parties can support each other by sharing Facilities, Equipment, and other Resources to enhance educational and research activities.
- 2.7 Professional Development: Both parties can conduct joint Workshops, Seminars, Faculty Development, Conferences, Training Programs, and Guest Lectures for professional development.
- 2.8 Skill Development Programs: Training for Students/Faculty Members on Emerging Technologies to bridge the skill gap and make them industry-ready.
- 2.9 Consultancy: Both parties can provide expertise solutions for Technical Issues to support each other in obtaining Consultancy.
- 2.10 Quality Assurance: Exchange of knowledge of standard operations and procedures related to maintaining Academic Standards, Evaluation Procedures, and Monitoring Mechanisms to ensure quality.
- 2.11 Both Parties to obtain all Internal Approvals, Consents, Permissions, and Licenses required for offering the programs specified herein.
- 2.12 There is no financial commitment on both parties when undertaking any program mentioned in the MOU. If there is any financial consideration, it will be dealt separately.

CLAUSE 3: INTELLECTUAL PROPERTY

- 3.1 This MOU does not create any Right, Title, Interest, or License in or to the Intellectual Property of the other party.

CLAUSE 4: VALIDITY

- 4.1 This Agreement will be valid for 2 years until expressly terminated by either Party on mutually agreed terms. Any act by the Second Party after termination shall not extend this MOU.
- 4.2 Both parties may terminate this MOU upon 30 calendar days' written notice. In the event of Termination, both parties have to discharge their obligations.

J. V. Venkateshwar Reddy

[Signature]

CLAUSE 5: RELATIONSHIP BETWEEN THE PARTIES

5.1 The First Party and Second Party are acting under this MOU as independent contractors, and the relationship established shall not be construed as a partnership. Neither Party is authorized to use the other Party's name, make representations, or create obligations without written consent. Any dispute shall be resolved by arbitration as per Indian law with exclusive jurisdiction in the Courts of Vijayawada.

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:

J. Venkateswara Reddy
Authorized Signatory
HEAD
Department of Mathematics
P. B. Siddhartha College of Arts & Science
Vijayawada - 520 010.

[Signature]
Authorized Signatory


P. B. SIDDHARTHA COLLEGE OF ARTS & SCIENCE	RAMACHANDRA COLLEGE OF ENGINEERING(A)
Siddhartha Nagar, Vijayawada, Krishna District, Andhra Pradesh-520010.	Eluru, West Godavari District, Andhra Pradesh, India -534007

[Signature]
[Signature]
U. BABU RAO.

**MEMORANDUM OF
UNDERSTANDING(MOU)**

BETWEEN



**PB SIDDHARTHA COLLEGE OF
ARTS & SCIENCE, Siddhartha Nagar,
Vijayawada**

&



ARETE IT SERVICES Pvt. Ltd., Vijayawada

MEMORANDUM OF UNDERSTANDING

This Memorandum of understanding (hereafter called as the 'MOU') is entered into on this the 4th day of February – Two thousand twenty one (2021).

BETWEEN

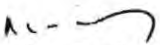
PB Siddhartha College of Arts & Science , Siddhartha Nagar, Vijayawada, India - 520010 the first party represented herein by its DR.T.S.RAVI KIRAN, HEAD, DEPARTMENT OF COMPUTER SCIENCE (hereinafter referred as “**First Party**”, the institution which expression, unless excluded by or repugnant to the subject or context shall include its successors – in-office, administrators and assigns).

AND

ARETE IT Services Pvt. Ltd., 40-5-10/A, Spice-inn Building, Beside DV Manor Hotel, Tikkle Road, Vijayawada, the second party, and represented herein by its MANGING DIRECTOR, N. VARA PRASAD (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 PB 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.

AC - 
BY T.S. MULLIKANTH



E) ARETE IT Services Pvt. Ltd -, the Second party is engaged in Business, Software consultancy, Skill Development, Education and R&D services.

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.

By T.S. MANICKAVAN



Both parties believe that close co-operation between the two would be of major benefit to the student community to enhance their skills and knowledge.

- 2.2 **Curriculum Design:** Second Party will give valuable inputs to the First Party in teaching / training methodology and suitably customize the curriculum so that the students fit into the industrial scenario meaningfully.
- 2.3 **Industrial Training & Visits:** Industry and Institution interaction will give an insight into the latest developments/ requirements of the industries, the Second Party to permit the Faculty and Students of the First Party to visit its group companies and also involve in Industrial Training Programs for the First party. The industrial training and exposure provided to students and faculty through this association will build confidence to working career. The Second Party will provide its labs / Workshops / Industrial sites for the hands-on training of the learners enrolled with the First Party.
- 2.4 **Internships and Placement of Students:** Second Party will actively engage to help the delivery of the Internship and placement of students of the First Party into internships/jobs, as per AICTE Internship Policy 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 PB 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.

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

- 4.1 This Agreement will be valid until it is expressly terminated by either Party on mutually agreed terms, during which period PB SIDDHARTHA COLLEGE

AC-...
BY T.S. M.V. K.M.M.



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 **ARETE IT Services Pvt. Ltd**, 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

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

new - 11-11-17
ART-S. NAVI KIRAN

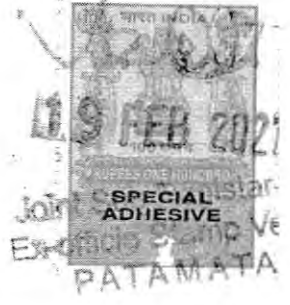


Quarters of the First party. This undertaking is to be construed in accordance with Indian law with exclusive jurisdiction in the Courts of **Vijayawada**.

AGREED:

For Name of Institution

PB SIDDHARTHA COLLEGE OF ARTS & SCIENCE



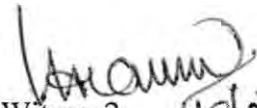
19/2/21
Authorised Signatory
DR T.S. RAVI KIRAN
HOD, DEPARTMENT OF COMPUTER SCIENCE




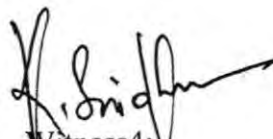
N. VARA PRASAD
19/2/21
Authorised Signatory

PB SIDDHARTHA COLLEGE OF ARTS & SCIENCE	ARETE IT Services Pvt. Ltd.
Siddhartha Nagar, Vijayawada, Krishna District, Andhra Pradesh 520010	40-5-10/A, Spice-Inn Building, Beside DV Manor Hotel, Tickle Road, Vijayawada, Andhra Pradesh 520010
DR.T.S.RAVI KIRAN	N.VARA PRASAD- MD
Email: tsravikiran@pbsiddhartha.ac.in	varaprasad@areteservices.org
http://www.pbsiddhartha.ac.in	https://www.aretervices.org


Witness1:
Rajesh . C. Jampala .


Witness2: 19/2/21
Dr M. RAMESTI


Witness3:
U. BABU RAO


Witness4:
K. SRIDHAR



Phone: 91-866-2479928
Fax: 91-866-2492988
E-mail: pbscpg@rediffmail.com
URL: http://pbsiddhartha.ac.in

**PARVATANENI BRAHMAYYA
SIDDHARTHA COLLEGE OF ARTS & SCIENCE**

Sponsors: SIDDHARTHA ACADEMY OF GENERAL & TECHNICAL EDUCATION
College with Potential for Excellence (Awarded by UGC)
(An Autonomous College in the Jurisdiction of Krishna University and Approved by A.I.C.T.E.)
ACCREDITED AT THE "A" LEVEL BY NAAC (Cycle III)

Dr.T.S.Ravi Kiran

M.C.A, M.Phil., M.Tech(CSE), Ph.D.

Head-Department of Computer Science

Mobile: +91-9441176980 E-Mail: tsravikiran@pbsiddhartha.ac.in

Siddhartha Nagar,
VIJAYAWADA - 520 010

Date: 17/02/2020

To,
The Principal,
P.B.Siddhartha College of Arts & Science, Vijayawada.

Respected Sir,

Sub: Request to give permission to have MOU with Arete IT Services Pvt. Ltd., Vijayawada - reg.

I would like to bring to your kind notice that the Department of Computer Science, P.B.Siddhartha College Of Arts & Science willing to have Memorandum of Understanding (MOU) with Arete IT Services Pvt. Ltd., Vijayawada.

Benefits of MOU:

Technical staff of Arete Arete IT Services Pvt. Ltd will

- Actively engage to help the delivery of the *Internship* and *Placement* to students as per AICTE Internship Policy Portal for disseminating the Internship opportunities available with them.
- Share their skills and knowledge with staff and students.
- Give valuable inputs in *Teaching / Training* methodology and suitably customize the curriculum.
- Give an insight into the latest *Developments / Requirements* of the industries and permit the *Faculty* and *Students* to visit its group companies and also involve in *Industrial Training Programs*.
- Will provide *Technical Staff* to assists the students and staff to conduct *Hands on Workshops / FDP's* on recent technologies.
- Will carry out the joint research activities.

17/02/2020
(Dr.T.S.Ravi Kiran)

MEMORANDUM OF UNDERSTANDING

BETWEEN



DRONE INSTITUTE OF TECHNOLOGY

#21-1-49 1st Floor, Sree Ram Nagar,
Akkarampalli road,
Tirupati,
Chittoor,
Andhra Pradesh - 517501

AND



**PARVATHANENI BRAHMAYYA
SIDDHARTHA COLLEGE OF ARTS &
SCIENCE,
VIJAYAWADA,
Siddhartha Nagar,
Vijayawada -10**

SERVICE AGREEMENT



This Service Agreement with **PARVATHANENI BRAHMAYYA SIDDHARTHA COLLEGE OF ARTS & SCIENCE COLLEGE**, Siddhartha Nagar, Vijayawada -520010. Andhra Pradesh is made on this day, month and year as provided under Annexure 1 Section 1 (“12/12/2020”);

BY AND BETWEEN:

DRONE INSTITUTE OF TECHNOLOGY, a subsidiary wing of **Sri Lakshmi Venkateswara Educational Society (SLVES)**, ESTB: 2007 having its own Office in Tirupati having address at 21-1-49, 1st Floor, Sree Ram Nagar, Akkarampalli Main road, Tirupati - 517501 (hereinafter referred to as “**SLVES**” which expression shall unless it be repugnant to the context or meaning thereof, mean and include its holding, subsidiary, group companies and affiliates and assigns) of the **ONE PART**

AND

‘The Party’ **PARVATHANENI BRAHMAYYA SIDDHARTHA COLLEGE OF ARTS & SCIENCE COLLEGE** located at Siddhartha Nagar, Vijayawada -520010. Andhra Pradesh, hereinafter for the sake of convenience and brevity referred to as “**PBSCAS**” (which term and expression shall, wherever the context so admits, be deemed to mean and include his/her heirs, executors, administrators, assigns OR partners or partner for the time being of the firm the survivors or survivor of them and the heirs, executors, administrators of the last surviving partner and his or her assigns OR its successors and permitted assigns, as may be applicable) of the **OTHER PART**;

PBSCAS and **SLVES** are hereinafter jointly referred to as “**Parties**” and individually as a “**Party**”.

WHEREAS

- A. **SLVES** is engaged in the business of Education imparting Skill Development, Trainings, Placements, Digital Marketing Entity in a variety of divisions and operates various clients at various locations in India and Abroad.
- B. **PBSCAS** is in the business of as detailed in Section 4 of Annexure 1;
- C. **SLVES** intends to enter into an agreement with **PBSCAS** wherein **PBSCAS** would be providing the services as enlisted under Annexure 1 hereinafter to be referred as “**Educational Services**”;
- D. **PBSCAS** has represented to **SLVES** that it has the requisite skills, knowledge and expertise to provide the Services desired by **SLVES**;
- E. Basis the representations provided by **PBSCAS**, **SLVES** has agreed to avail the said Services from **PBSCAS**, and **PBSCAS** has agreed to provide the services, as per the terms and conditions agreed herein.

NOW THEREFORE, IN CONSIDERATION OF THE MUTUAL PROMISES AND UNDERTAKINGS GIVEN BY THE PARTIES IN WRITTEN TO EACH OTHER HEREIN, THIS AGREEMENT WITNESSES AS FOLLOWS:

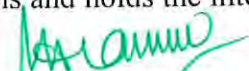
1 APPOINTMENT OF PB SIDDHARTHA COLLEGE MANAGEMENT AND SCOPE OF WORK

- 1.1 SLVES hereby PBSCAS to provide the Services as a Centre of Excellence model in accordance with the terms of this Agreement.
- 1.2 PBSCAS shall set up its own Infrastructure like Class rooms, Lab Room with required equipment and be responsible to provide on its own sources and activities, at its own costs, as deemed fit by PBSCAS. Both Parties had reserves the right to discontinue this facility with prior notice. All the required facilities must be satisfied by SLVES and facilitation of registrations as per this Agreement.
- 1.3 PBSCAS shall not wrongfully or by any misrepresentation or mis-selling influence any of the SLVES sources.
- 1.4 PBSCAS shall only provide the requirements of the SLVES.
- 1.5 PBSCAS will only to check and shall not make any changes to the same. However, in the event they wish to propose any, and do the same only with prior written approval of the Business Head and/or founder of SLVES.
- 1.6 Both Parties shall use the logo of SLVES and PBSCAS /or any third party for any purpose whatsoever, in order to market or sell the without the written consent.
- 1.7 PBSCAS shall not directly or indirectly, enter into any arrangement or do any activity with any third party engaged in similar business as that of SLVES which is for developing/conducting any Program(s) and/or material/technique/framework similar to that of SLVES and/or it's Program(s) during the Term of this Agreement.

2 REPRESENTATIONS AND WARRANTIES OF THE SERVICE PROVIDER

PBSCAS represents and warrants as under:

- 2.1 That PBSCAS markets, promotes and sells the Program(s) strictly in accordance with the information provided by SLVES and shall not engage in any misrepresentation, mis-selling, wrongful or improper or unethical conduct, providing wrongful or false information, etc.;
- 2.2 It shall perform its services in a professional, legal, ethical, respectful, courteous manner and shall not use any abusive or foul language;
- 2.3 It shall not do and/or indulge in any activity, which shall adversely affect the business, brand and/or goodwill of SLVES and/or its group/associate companies.
- 2.4 It shall mutually can use, refer and/or exploit the brand name, logo, trademark and/or any copyrighted material of SLVES and/or group companies and/or its partnering associates/banks/corporates and/or any third party without the prior written consent of Both Parties.
- 2.5 PBSCAS understands and acknowledges that SLVES solely owns and holds the intellectual



property rights and the rights associated with the Program(s), marketing literature, collaterals, brand-name, logo, other copyrighted material, etc. and **PBSCAS** shall not claim represent to claim any right, title, interest in the same.

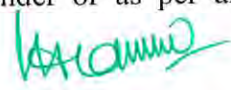
- 2.6 That **PBSCAS** shall not approach any client of **SLVES** for any other course and/or employment opportunities.
- 2.7 **PBSCAS** shall not make, or cause to be made, except as is authorized by **SLVES** in writing, any written or verbal representation, or any written disclosure, announcement or press or media release in any manner, mode, format whatsoever, in respect of this Agreement and/or the Services provided here under, except without the prior written consent from the Business Head or Founder of **SLVES**.
- 2.8 **PBSCAS** consents to collection, use, processing and disclosure of the third party information (including Prospective Customers/Clients) and its business and personal information, viz. name, firm name & address, firm's beneficiary name & address, cell/telephone nos., etc. with **SLVES** from time to time. It hereby agrees and undertakes that it has obtained prior written consent from such third parties before sharing such information with **SLVES**. It further agrees to unconditionally indemnify **SLVES** for breach of any privacy or confidentiality requirements and claims arising in relation to the same.

3 TERM

- 3.1 This Agreement shall be for a Term as stated in Section 5 of Annexure 1 and shall commence from the effective date as stated in Annexure 1 Section 6 ("**Effective Date**"), unless terminated in accordance with the provisions of this Agreement.

4 CONSIDERATION

- 4.1 In consideration of the full and proper performance of its Services, **PBSCAS** agrees to pay the **SLVES** consideration as detailed in Annexure 2 inclusive of all taxes (hereinafter referred to as "**Service Fee**").
- 4.2 The Service Fees may be revised at the sole discretion of **SLVES** with prior intimation to **PBSCAS** and **PBSCAS** need to maintain the suitable permanent infrastructure like cabins, work stations, A/C, electricity Bill, Internet Bill, Drinking Water etc.
- 4.3 **SLVES** can arrange their own employees under their payroll and can lead the work.
- 4.4 **SLVES** may come with any scheme, which shall be intimated to **PBSCAS** in writing via email as when the scheme is introduced and the same shall be considered as part of the Agreement.
- 4.5 **PBSCAS** shall prepare a summary of the business made through it for **SLVES**'s Programs and submit the same to **SLVES** on every quarterly basis.
- 4.6 The **SLVES** shall post receipt of approval of **PBSCAS** and raise an invoice for the work done separately for the total business which shall be supported by the approved report.
- 4.7 All the payments to the **SLVES** shall be subject to the deduction of tax at source as per the Central and State income tax laws and the rules made thereunder or as per any other applicable law.



5 TERMINATION

- 5.1 Both Parties may terminate this Agreement by giving a 90 (Ninety days) prior written notice to the both parties, to cure breach, where the breach and/or non-performance is curable. If the both Parties does not cure the breach within afore mentioned period of 30 (thirty) days of receiving a written notice, then the Agreement shall stand terminated at the close of the 30th day from the date of receipt of notice from **SLVES**.
- 5.2 Both Parties shall have the right to terminate this Agreement, at its sole discretion, with immediate effect in the case the of both Parties:
- 5.2.1 becomes bankrupt;
 - 5.2.2 is involved in illegal activities;
 - 5.2.3 in the event of material breach and/or non-performance of this Agreement by both Parties, where the breach or non-performance is of non-curable nature.
 - 5.2.4 involves in any misrepresentation, misconduct, unethical behavior, mis-selling, and/or providing false or wrongful information,;
 - 5.2.5 wrongful use and/or use, reference or exploitation without consent of the logo, trademark, trade-name, brand name of **SLVES** and and/or group companies and/or its partnering associates/banks/corporates and/or any third party;
- 5.3 Either Party shall have the right to terminate this Agreement with or without reasons by giving a prior written notice of 90 (Ninety) days to the other Party.

6 CONSEQUENCES OF TERMINATION

- 6.1 On termination **PBSCAS** shall:
- 6.1.1 Immediately stop performing the Services under this Agreement;
 - 6.1.2 In accordance with the final summary, the **SLVES** shall provide a statement of account of the amounts paid and amounts due and payable by **PBSCAS** upto the date of termination.
- 6.2 In the event of termination under clause 5.1 or 5.2 above, **PBSCAS** agrees that **SLVES** shall:
- 6.2.1 Forfeit all amounts due to the **SLVES** by **PBSCAS**.

7 INTELLECTUAL PROPERTY RIGHTS

- 7.1 All intellectual property rights in the content of **SLVES**, learning tools, course content, advertising material, course structure, and any other intellectual property vested in the Services/Programs under this Agreement shall vest solely and in perpetuity worldwide with **SLVES**.
- 7.2 **PBSCAS** acknowledges and agrees that it does not and shall not, nor shall it be deemed to, acquire at any time hereafter any right, title or interest whatsoever in, to or over any of the Intellectual Property belonging to **SLVES**, whether now known or in future developed.
- 7.3 **PBSCAS** hereby agrees and undertakes it shall not claim or assert any right, title or interest in, to or over all or any of the Intellectual Property or any combination thereof or take any action which shall or may impair any right, title or interest in or to the Intellectual Property belonging to **SLVES**.



8 CONFIDENTIALITY

- 8.1 The Parties hereby agree that all confidential, proprietary or trade secret information as disclosed by one party to the other party including without limitation, course framework, any course material, SLVES current and/or upcoming programs, intellectual property, information in relation to the Agreement and any notes, compilations, studies, interpretations, presentations, correspondence or other writings whether in physical or electronic form, whether after or prior to the execution of this Agreement, and may be specifically marked/conveyed "Confidential", including any verbal indication that has been documented in writing and marked as "Confidential" shall be deemed to be Confidential Information ("Confidential Information").
- 8.2 The Parties agree that all Confidential Information shall be treated with utmost confidence by itself and the personnel to whom the same has been shared on a need to know basis and shall not disclose to any person any such information otherwise than in terms of this Agreement. The Parties shall impose a similar duty of confidentiality on any person to whom such Party is permitted to transfer such information in accordance with the terms hereof. It is further agreed by the Parties hereto that any such disclosure to any third person or party shall be on a strictly need-to-know basis only.

9 FORCE MAJEURE

- 9.1 Notwithstanding any provision to the contrary of this Agreement, neither Party shall be liable to the other Party for any delay in performing its obligations under this Agreement if such delay is caused by circumstances beyond its reasonable control, without limitation, any act of God, governmental or regulatory act, judicial or quasi-judicial decisions, war, fire, flood, explosion, civil commotion or industrial dispute of a third party, armed hostilities, act of terrorism, revolution, blockade, embargo, strike, lock-out, sit-in, industrial or trade dispute, or regulatory intervention.
- 9.2 In the event Force Majeure occurs, the affected party shall give the other written notice of the event effecting it and shall take all possible efforts to resume services as soon as practicable. In the event Force Majeure continues beyond 30 days, either party may terminate this Agreement in writing by giving the other party prior notice of 7 days.

10 AUDIT

- 10.1 Both Parties shall have a right to conduct an audit of the process and/or books and records of the SLVES at any time without prior notice.
- 10.2 PBSCAS shall co-operate with the internal or external auditor of SLVES to assure a prompt and accurate audit. PBSCAS shall also co-operate in good faith with SLVES to correct any practices which are found to be deficient as a result of any such audit within a reasonable time after receipt of the audit report.
- 10.3 In such event, PBSCAS shall be liable to bear the cost of the audit. Likewise, if the audit discovers any under billing or services not billed for, SLVES shall pay for the same upon receipt of proper invoice.
- 10.4 Such audits or reviews shall be at the expenses of SLVES. However, if the audit discovers discrepancies or overcharges or any other discrepancy, or at any stage it is identified that the registration was done on basis of mis-selling or misrepresentation or any illegal activity, or there is any act of PBSCAS which has or shall affect the goodwill or brand name of SLVES and/or its group/associate companies, then upon completion of such audit or review,

PBSCAS shall be bound and liable to make good to SLVES any loss, damage, injury, claim and/or discrepancies or overcharges and indemnifies and shall keep indemnified SLVES of the same.

11 INDEMNITY

- 11.1 PBSCAS hereby indemnifies and shall keep indemnified SLVES and its directors, affiliates, associates, officers, employees, etc. from and against any and all loss, harm, injury, damages, claims, costs including legal costs, consequences, suits, proceedings, action, demand, etc., arising out of or in relation to any non-performance, breach of representations, warranties, obligations and/or any willful misconduct, omission, negligence, false statements, fraudulent acts, misrepresentation, mis-selling, infringement or non-permitted use of the logo, brand-name, etc., of any third party, etc.
- 11.2 PBSCAS further agrees and accepts that any and claims shall be dealt by him solely in an ethical manner at his own costs and consequences with intimation to and approval from SLVES.

12 MISCELLANEOUS

- 12.1 Announcements and Publicity: PBSCAS shall not make any public disclosures or announcements regarding this Agreement or any Product or Program or any matter related to this Agreement, without obtaining prior written approval of SLVES.
- 12.2 General Assignment: This Agreement is personal to the Parties. PBSCAS shall not assign its rights and obligations under this Agreement without the prior written approval of SLVES. SLVES may assign this Agreement within its group companies without any consent of the Service Provider.
- 12.3 Waiver: No delay, neglect or forbearance on part of either Party in enforcing against the other Party any term or condition of this Agreement shall either be or be deemed to be a waiver or continuing waiver and in any way prejudice any right of that Party under this Agreement.
- 12.4 Entire Agreement: This Agreement embodies the entire understanding and Agreement between the Parties in connection with the subject matter of this Agreement and supersedes all prior agreements, arrangements, correspondence, etc. Neither Party is relying on any representations, promises, terms, conditions or obligations oral or written, express or implied other than those contained in this Agreement. Neither Party seeks to exclude liability for fraudulent misrepresentation. Counterparts: This Agreement may be executed in one or more counterparts, each of which will be deemed to be an original copy of this Agreement and all of which, when taken together, will be deemed to constitute one and the same Agreement.
- 12.5 Governing Law and Jurisdiction: This Agreement and all matters arising from it and any dispute resolutions referred to below shall be governed by and construed in accordance with the laws of India and the courts of Mumbai shall have exclusive jurisdiction in the matter.




IN WITNESS WHEREOF THE PARTIES HERETO HAVE SET THEIR RESPECTIVE HANDS ON THE DATE AND YEAR FIRST HEREIN BEFORE MENTIONED

SIGNED AND DELIVERED

by the within named party

SLVES

through its Authorized Signatory,


Mr. Suseel Kumar Eepuri
Founder & Business Head.

Date: 12/12/2020



In the presence of



Mr. Shaik Mahammad Tahir
Executive Head.

SIGNED AND DELIVERED

by the within named party

PBSCAS

through its Authorized Signatory,


Dr. MEKA RAMESH
Principal

Date :



In the presence of



Mr. V.BABURAO
Director.

Annexure 1
Details of Service
Provider

- Section 1 : Execution Date: 12th Dec, 2020
- Section 2 : Name of the College:
**PARVATHANENI BRAHMAYYA SIDDHARTHA COLLEGE
OF ARTS & SCIENCE COLLEGE**
- Section 3 : Address of the College:
Siddhartha Nagar, Vijayawada -520010. Andhra Pradesh
- Section 4 : Details and Nature of Business
Education Services
- Section 5 : Term of this Agreement
10 Years
- Section 5A : Effective Date
12th Dec, 2020
- Section 5B : Renewal Agreement Date
11th Dec, 2030



Annexure 2
DETAILS OF PROGRAM(S) AND
SERVICE FEES

Commercials Details:

DETAILS	PARTICULARS
Employees, Lab Equipment	Maintained by the SLVES
Classrooms, Infrastructure	Maintained by PBSCAS
Program (Unmanned Aircraft System/ Drone Pilot Training)	INR 15,000/- Per Student(Fifteen Thousand Rupees Only)
Payment term	50% of the training fee @ 1 st Month/ 30 days Completion of the Course. 50% of the training fee @ After 2 months/90 days Completion of the Course.



MEMORANDUM OF UNDERSTANDING (MOU)



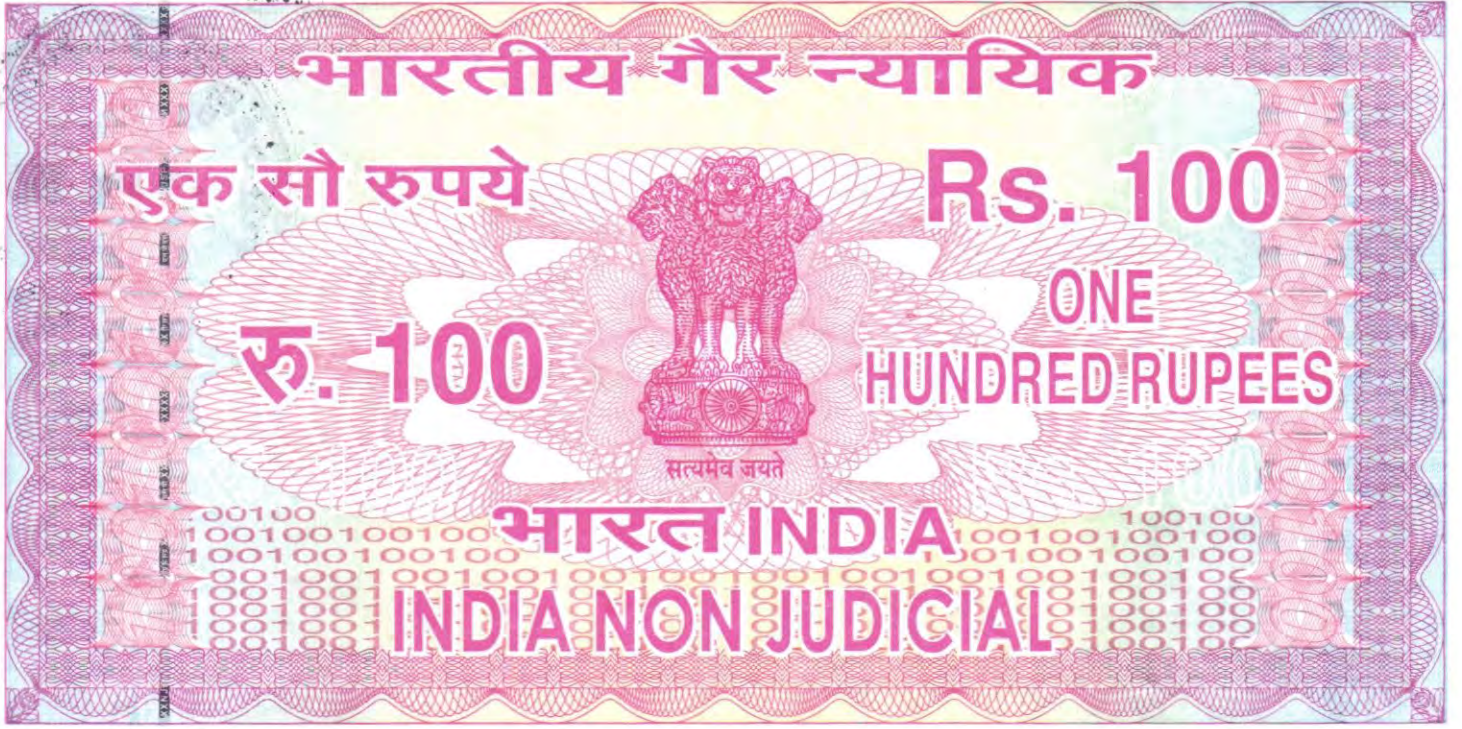
Between

Parvathaneni Brahmaya
Siddhartha College of Arts & Science
Siddhartha Nagar, Moghalrajapuram,
Vijayawada, Andhra Pradesh 520010.



And

Codegnan IT Solutions OPC Pvt. Ltd.,
Prasad Naidu Complex, Moghalrajapuram,
Vijayawada, Andhra Pradesh 520010.



ఆంధ్ర ప్రదేశ్ ఆంధ్ర ప్రదేశ్ ANDHRA PRADESH- 5 DEC 2020

S.No. 6746 Date 5-12-2020 Rs 100/-

Sold to Sri: Uppuguntla Saikam s/o Sambasiva Rao. VJA

For Whom

CR 630271
Ch. Mahalakshmi
CH. MAHALAKSHMI
LICENCED STAMP VENDOR
O.L.No. 06-27-012/2012
R.L.No. 06-27-021/2019
VALID UP TO: 31-12-2021
D.No: 77-51/1-18, Prakash Nagar
Prayagapuram VIJAYAWADA-15
Cell: 9951026826

This memorandum of Understanding ("MOU") is entered into on the 01st day of December 2020 by and between **Codegnan IT Solutions OPC Pvt Ltd.**, a company incorporated under the Companies Act, 1956 and having its corporate office at D.No. 40-5-19/16, Prasad Naidu Complex, P.B. Siddhartha Bus Stop, Moghalrajpuram, Vijayawada-520010, Andhra Pradesh, India (hereinafter referred to as **Codegnan**) and **P.B. Siddhartha College of Arts and Science**, having its principal office at Moghalrajpuram, Vijayawada-520010, Krishna District, Andhra Pradesh, India (hereinafter referred to as **Institute**)

Codegnan and Institute are individually referred to as "party" and together as "parties" collectively as the context may require.

WHEREAS Institute is engaged in providing educational degrees at the graduate and postgraduate level in various streams and is an autonomous institution affiliated to Krishna University, Machilipatnam.

WHEREAS Codegnan is in the business of the provision of various technology training services, business solutions in India.

WHEREAS, the parties recognize each other competencies and hereto agree that a strategic relationship between them will benefit each other.

NOW THIS MOU aims to capture the understanding reached between Codegnan and Institute regarding each other's roles and responsibilities.

(Signature)

U. Saikam

I) UNDERSTANDING:

This MOU is intended to cover a specific collaborative effort between Codegnan and Institute to make the student's industry ready by introducing several programs.

The agreement between Codegnan and Institute would be effective from 03rd December, 2020 ("Effective Date") and shall be valid up to 30th June, 2023

II) ROLES AND RESPONSIBILITIES:

1. Role of Codegnan:

- To impart domain-specific training to the students of P.B.Siddhartha College of Arts and Science through Expert Sessions, Seminars, Workshops, Faculty Development Sessions, Internships, Hackathons, short-term and long term projects on campus, and off-campus (in the industry) at regular intervals to make them employable and corporate fit.
- Intrusting the platform for Decision making, Interview techniques, for all the students & faculty members of P.B.Siddhartha College of Arts and Science
- To provide Professional Training Programs for placements, along with training and offering Microsoft Certification Programs.
- To explore the possibilities of mutual support between the Institute and Industry in learning, hiring, and research requirements based on mutual convenience.
- To provide Online/Offline Training with Certifications in Data Science, Internet of Things, Artificial Intelligence, Augmented Reality with the cost of training discussed prior.
- To provide regular inputs for up-gradation of the Course curriculum to suit the industry requirements

2. Role of Institute:

- Institute will ensure to provide the required infrastructure for organizing the programs.
- Institute will ensure to provide equal status to the Codegnan involved programs.
- Institute shall nominate a designated faculty member who will be the single point of contact for managing the administration and completion of the Codegnan Designed Workshops / Hackathons. The faculty will be responsible from Institute side to help Codegnan team in all administrative and management activities that will be helpful in smooth launch and completion of the programs.



- Institute needs to give two weeks prior information for conducting any program in association with Codegnan
- Institute will ensure to invite an industry person from codegnan in Board of Studies meetings.

III) OTHER TERMS AND CONDITIONS:

- a) This MOU may be amended, renewed, and terminated by mutual written agreement of the Codegnan and P.B.Siddhartha College of Arts and Science at any time with prior intimation
- b) Depending on both parties requirement, to hire the talent from the Institutes regularly through on-campus and off-campus recruitment drives
- c) Unless otherwise agreed by the Parties separately in writing, each Party will be responsible for its own individual costs in conducting its duties and obligations under this MOU.
- d) Either Codegnan or P.B.Siddhartha College of Arts and Science shall have the right to terminate this MOU upon 60 days prior written notice to the other party.

IV) JURISDICTION

The parties hereto agree that any matter or issues arising hereunder or any dispute hereunder shall be subject to the exclusive jurisdiction of the courts situated at Vijayawada, Andhra Pradesh, India.

V) COORDINATORS

Both parties will designate persons who will have responsibility for the coordination and implementation of this agreement.





-:4:-

For Codegnan:

U. Saikam



Name: Uppugundla Sairam

Designation: Founder and CEO,

Address: Codegnan IT Solutions OPC Pvt Ltd

Moghalrajpuram, Vijayawada – 520010

Mail-ID: *Saikam@codegnan.com* Phone: *9959555952*

Date: *09/12/2020*

For P.B. Siddhartha College of Arts & Science:

Name: Dr. M. Ramesh

Ramesh 9/12/20



Designation: Principal,

Address: P.B. Siddhartha College of Arts and Science

Vijayawada - 520010

Mail-ID : *pbs_college@hotmail.com* Phone : 0866-2475966

Date: *09/12/2020*

IN WITNESS WHEREOF, each of the parties hereto has caused this MOU to be duly executed by a duly authorized representative of such party as of the date first above written

Codegnan IT Solutions

P.B. Siddhartha College of Arts and Science

Signature: *Saketh*

Signature: *K. Srihar*

Name: *K Saketh Reddy*

Name: *Kavuri Srihar*

Title: *Chief Operating Officer*

Title: *Training & Placement officer*

Date: *9/12/2020*

Date: *09/12/2020*

GetSetGo



Joint Sub Registrar-121
Ex-officio Stamp Vendor
PATAMATA



NHRD
HYDERABAD

MEMORANDUM OF UNDERSTANDING (MOU) between National HRD Network, Hyderabad Chapter and P.B. Siddhartha College of Arts & Science, Vijayawada entered on this November 19, 2020 (Effective Date).

This is an agreement between “Party A”, hereinafter called NHRD HYDERABAD and “Party B”, hereinafter called **P.B. Siddhartha College of Arts & Science**.

1. **PURPOSE & SCOPE:** The Parties are entering into this MOU with intent to strengthen academic institutes by helping their students hone their employability skills, supporting faculty by sharing latest trends in management and by promoting an interface with the industry. Most of the students need help in understanding industry expectations, building an appropriate resume, in positioning themselves for internships and in preparing for job interviews. The Parties would try to address these challenges through a unique initiative called “Get Set Go- Mentor @ Campus” for the students at **P.B. Siddhartha College of Arts & Science**.

This MOU should not establish or create any type of formal agreement or obligation. Instead, it is an agreement between the Parties to work together in such a manner to encourage an atmosphere of collaboration and alliance in the support of an effective and efficient partnership to establish and maintain objectives and commitments with regards to all matters related to the Purpose.

2. **OBJECTIVES:** The Parties agrees as follows:
 - a. The Parties shall work together in a cooperative and coordinated effort so as to bring about the achievement and fulfillment of the Purpose of the MOU.
 - b. It is not the intent of this MOU to restrict the Parties to this Agreement from their involvement or participation with any other public or private individuals, agencies, or organizations.
 - c. The Parties shall mutually contribute and take part in any and all phases of the planning and development of “Mentor @ Campus” to the fullest extent possible.
 - d. This MOU is not intended to create any rights, benefits and/or trust responsibilities by or between the Parties.
 - e. The MOU shall in no way obligate either Party to supply funds to maintain and/or sustain the initiative and there will not be any financial obligations on any Party.



- f. By entering into this MOU, there shall not be any obligation on any Party to provide any employment, either permanent or temporary, whether within their organization or elsewhere and the other Party; beneficiary students and the academic institutes shall not have any claim over any Party for providing any employment.
3. **TERM:** This Agreement shall commence upon the Effective Date, as stated above, and will continue until June 2021.
 4. **TERMINATION:** This Agreement may be terminated at any time by either Party upon 30 days written notice to the other party.
 5. **REPRESENTATIONS AND WARRANTIES:** Both Parties represent that they are fully authorized to enter into this Agreement. The performance and obligations of either Party will not violate or infringe upon the rights of any third-party or violate any other agreement between the Parties, individually, and any other person, organization, or business or any law or governmental regulation.
 6. **INDEMNITY:** The Parties each agree to indemnify and hold harmless the other Party, its respective affiliates, officers, agents, employees, and permitted successors and assigns against any and all claims, losses, damages, liabilities, penalties, punitive damages, expenses, reasonable legal fees and costs of any kind or amount whatsoever, which result from the negligence of or breach of this Agreement by the indemnifying party, its respective successors and assigns that occurs in connection with this Agreement. This section remains in full force and effect even after termination of the Agreement by its natural termination or the early termination by either party.
 7. **LIMITATION OF LIABILITY:** UNDER NO CIRCUMSTANCES SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY OR ANY THIRD PARTY FOR ANY DAMAGES RESULTING FROM ANY PART OF THIS AGREEMENT SUCH AS, BUT NOT LIMITED TO, LOSS OF REVENUE OR ANTICIPATED PROFIT OR LOST BUSINESS, COSTS OF DELAY OR FAILURE OF DELIVERY, WHICH ARE NOT RELATED TO OR THE DIRECT RESULT OF A PARTY'S NEGLIGENCE OR BREACH.
 8. **SEVERABILITY:** In the event any provision of this Agreement is deemed invalid or unenforceable, in whole or in part, that part shall be severed from the remainder of the Agreement and all other provisions should continue in full force and effect as valid and enforceable.

GetSetGo



NHRD
HYDERABAD

9. **FUNDING:** This MOU does not include the reimbursement of funds between the two Parties.

Parties A and B indicate agreement with this MOU by their signatures.

Signatures and dates

Dr. Ravi Dasari

Co-Chair – Campus Connect & Academic Board,
NHRD – Hyderabad

Dr. Meka Ramesh

Principal
P B Siddhartha College of Arts and
Science Vijayawada

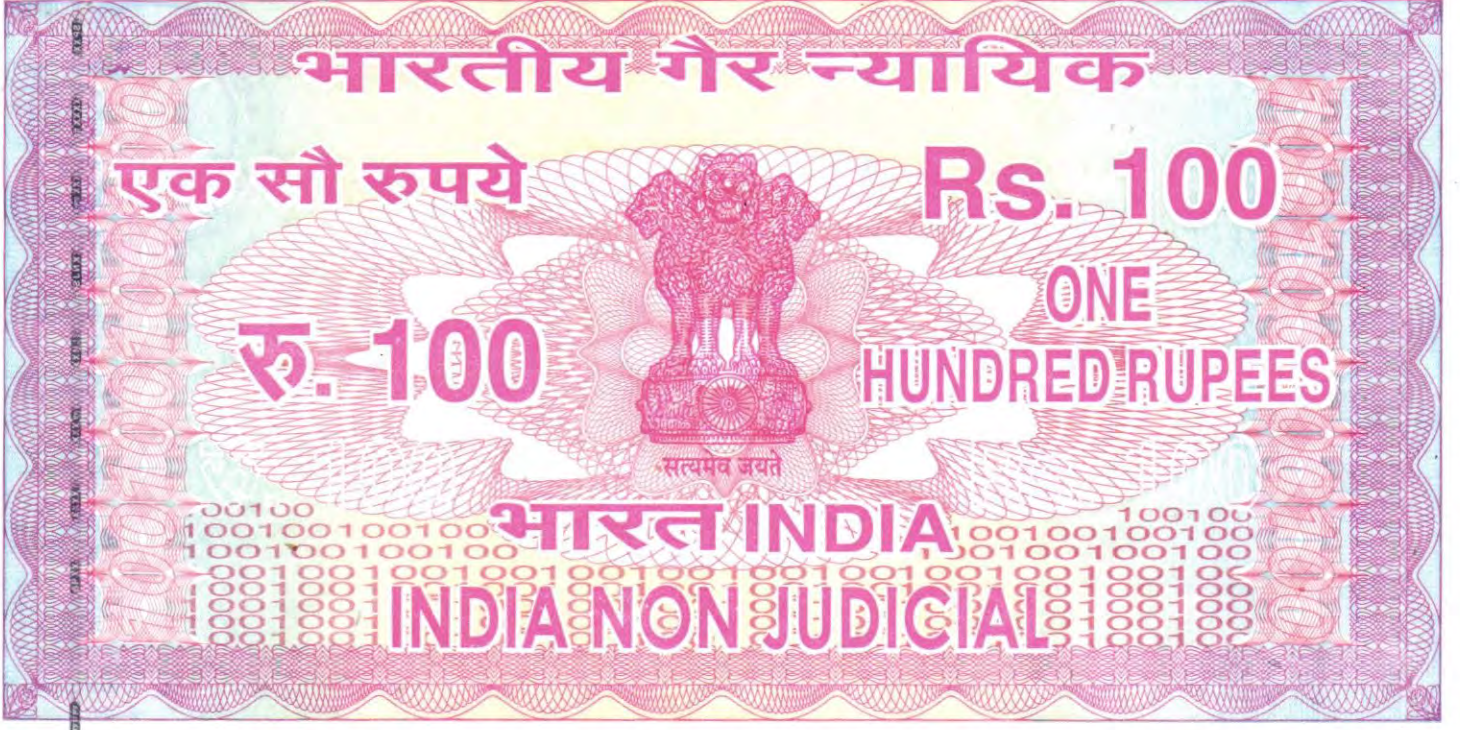
Date 20/11/20



Date 20/11/20

About NHRDN

*The National HRD Network (NHRDN) is the National Apex body of professionals committed to promoting the People Development movement in the country as well as enhancing the capability of human resource professionals to compete globally, thereby creating value for society. Towards this end, National HRD Network is committed to the **development of human resources through education, training, research and experience sharing**. Established over three decades ago, NHRDN is an autonomous, not-for-profit, professionally managed organization, playing a catalyst role in grooming Leaders for Tomorrow. It has over 13,000 members representing Multinationals, Public and Private organizations including Government, MSME and NGOs spread across 30 Chapters in India, and serves as a reference point for HR Professionals in Indian Industry.*



Serial No: 7741	Denomination: 100	Date: 05-10-2020	Stamp S. no: CR 888863
Purchased By: GALI VICTOR EMMANUEL S/O MICHELSAMY GUNADALA VIJAYAWADA	For: **SELF**		Sub Registrar Ex. Office Stamp Vendor SRO Gunadala

MEMORANDUM OF UNDERSTANDING

Between

Andhra Loyola College (Autonomous), Vijayawada

And

P.B. Siddhartha College of Arts and Science, Vijayawada

This Agreement is made and is entered into on this seventh day of October 2020 between Andhra Loyola College (Autonomous), Vijayawada and **P.B. Siddhartha College of Arts and Science, Vijayawada**

1. OBJECTIVES OF THE MoU:

The objectives of this Memorandum of Understanding are:

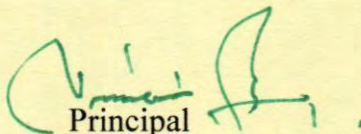
- To provide a formal basis for initiating interaction between the institutions mentioned above.
- To explore the mutual interest and promote them in the right direction benefitting each other.

Principal
Parvathani Brahmaya
Siddhartha College of Arts & Science
Vijayawada-10.

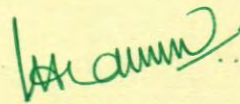
2. PROPOSED MODES OF COLLABORATION

Andhra Loyola College (Autonomous), Vijayawada and **P.B. Siddhartha College of Arts and Science, Vijayawada** propose to collaborate through:

- a. Sharing of expertise in conducting campus recruitment training sessions
- b. Sharing of information related to Pool- Campus Recruitment Drives and Internships
- c. Conducting Campus Placement Drives with mutual cooperation
- d. Exchanging Placement preparation material/resources useful for Job Aspirants
- e. Hosting Industry - Institution interaction events jointly
- f. Conducting entrepreneurship awareness programmes with self employment drives
- g. Utilizing the services of Alumni of both the Institutions for Skilling, Employment and internships



Principal
Andhra Loyola College (Autonomous)
Vijayawada -520 008



Principal
P.B. Siddhartha College of Arts and Science
Vijayawada-10.

Date :07.10.2020

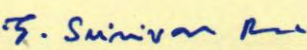
Seal:



Witness Signature



1. Dr. T. Srikumar
JKC Coordinator

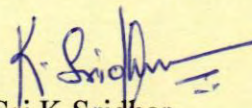

2. Dr. G. Srinivasa Rao
IQAC Coordinator

Date: 07.10.2020

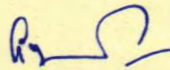
Seal:



Witness Signature



1. Sri. K. Sridhar
Training and Placement Coordinator


2. Dr. S. Babu Rajendra Prasad
IQAC Coordinator

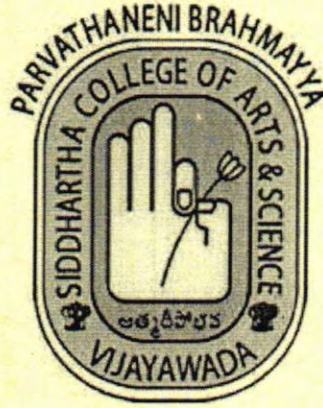
MEMORANDUM OF UNDERSTANDING



Between

AG & SG Siddhartha College of Arts and Science
(Autonomous)

AG & SG College Rd, Vuyyuru, Andhra Pradesh 521165



and

P.B. Siddhartha College of Arts and Science
An Autonomous College in the Jurisdiction of Krishna University,
Machilipatnam

S Rama Rao Rd, Mogalrajapuram, Siddhartha Nagar, Krishna (Dt),
Vijayawada, Andhra Pradesh 520010.INDIA

1. Parties:

This Memorandum of Understanding (hereinafter referred to as "MOU") is made and entered into by and between the

a) AG & SG Siddhartha College of Arts & Science (Autonomous)

AG & SG College Rd, Vuyyuru, Andhra Pradesh 521165

And

b) P.B. Siddhartha College of Arts and Science

An Autonomous College in the Jurisdiction of Krishna University, Machilipatnam, S Rama Rao Rd, Mogalrajapuram, Siddhartha Nagar, Krishna (Dt), Vijayawada, Andhra Pradesh 520010.INDIA.

1. Purpose:

The purpose of this MOU is to expose the Post graduate students to the diversified intellectual abilities to share the expertise of the faculty of both parties / Institutions for the benefit of faculty and students pursuing post graduate programmes.

2. Term of MOU:

This MOU is effective upon the day and date signed and will be executed by the parties from October 2020 and shall remain in full force and effect for a period of 5 Years. It may be terminated, without cause, by either of the Parties upon one month written notice, which notice shall be delivered by hand or by certified mail to the address listed above.

3. Responsibilities of Parties:

- The college entered into MOU shall exchange the Faculty, Students and with mutual benefit.
- Subject delivery, Training the faculty, Hands-on Experience, Curriculum Design, Research, Collaboration, Consultancy and outreach programmes are the chosen fields for mutual Co-operation.

4. Scope:

- Faculty will be exchange between two parties for the benefit of students. The faculty of one party with specialized knowledge will teach the subject to the students of the other college.
- Faculty will be exchanged to conduct faculty development programmes, hands-on experience sessions.
- Students will be exchanged between two colleges to be exposed to the equipment available.
- The knowledge of innovation, technologies, best practices and strengths will be exchanged between two colleges.

5. Limitation :

- This collaboration will be effective for five years duration. This may be extended for another five years with mutual consent.
- All disputes that arise out of this agreement shall be amicably settled between parties.

IN WITNESS WHERE OF, the undersigned have executed this Agreement as to the date first written above.

D. Kalesh

PRINCIPAL

AG & SG Siddhartha Degree College of Arts & Science (Autonomous), Vuyyuru

Signed for and behalf of :

AG & SG Siddhartha College of Arts and Science (Autonomous)

AG & SG College Rd, Vuyyuru, Andhra Pradesh 521165



Witness:

1. *Ch. Vijay Anil DAI*
[CH. VIJAY ANIL DAI]
2. *K. Satya Narayana*
[K. SATYA NARAYANA]

Parvataneni Brahmaya

PRINCIPAL
PARVATANENI BRAHMAYYA
SIDDHARTHA COLLEGE OF ARTS & SCIENCE
VIJAYAWADA - 520 010.

Signed by: For and behalf of

P.B. Siddhartha College of Arts and Science

S Rama Rao Rd, Mogalrajapuram, Siddhartha Nagar, Krishna (Dt), Vijayawada, Andhra Pradesh 520010.INDIA.

Witness:

1. *V. Babu Rao*
V. BABU RAO
2. *J. Durga Prasad*
J. Durga Prasad



ఆంధ్ర ప్రదేశ్ ఆంధ్ర ప్రదేశ్ ANDHRA PRADESH

M. Usharani
CR 775874
M. USHA RANI
 Licensed Stamp Vendor
 O.L.No: 06-16-003/2015
 RL.No-06-16-005 / 2019
 Valid Up to: 31-12-2021
 7-31, Lotus Towers, Kondapalli
 Cell No: 9492225727

S.No. 7392 Dt. 01/07/2020 Rs. 100/-
 Sold to Sri: P.B. Siddhartha College of Arts & Science Rep.
 For Whom: self Meka Ramiah s/o. Ramakrishna Prasad
 Vijayawada

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding ("MOU") is entered into on the 01st day of July, 2020 by and between **Tata Consultancy Services Ltd.**, a company incorporated under the Companies Act, 1956 and having its corporate office at TCS House, Raveline Street, Fort, Mumbai 400001, India (hereinafter referred to as "TCS"), and P.B. Siddhartha College of Arts & Science, having its principal office at Vijayawada 520010, Krishna District, Andhra Pradesh, India (hereinafter referred to as "Institute").

TCS and Institute are both hereinafter referred to as "Party" individually or "Parties" collectively as the context may require.

WHEREAS Institute is engaged in providing educational degrees at graduate and postgraduate level in various streams and is an autonomous institution affiliated to Krishna University, Machilipatnam.

WHEREAS TCS is *inter alia* engaged in the business of provision of various information technology services, business solutions, consultancy and outsourcing services worldwide; and

WHEREAS, the Parties recognize each other competencies and hereto agree that a strategic relationship between them will benefit each other.

NOW THIS MOU aims to capture the understanding reached between TCS and institute regarding each other's roles and responsibilities:

I) UNDERSTANDING

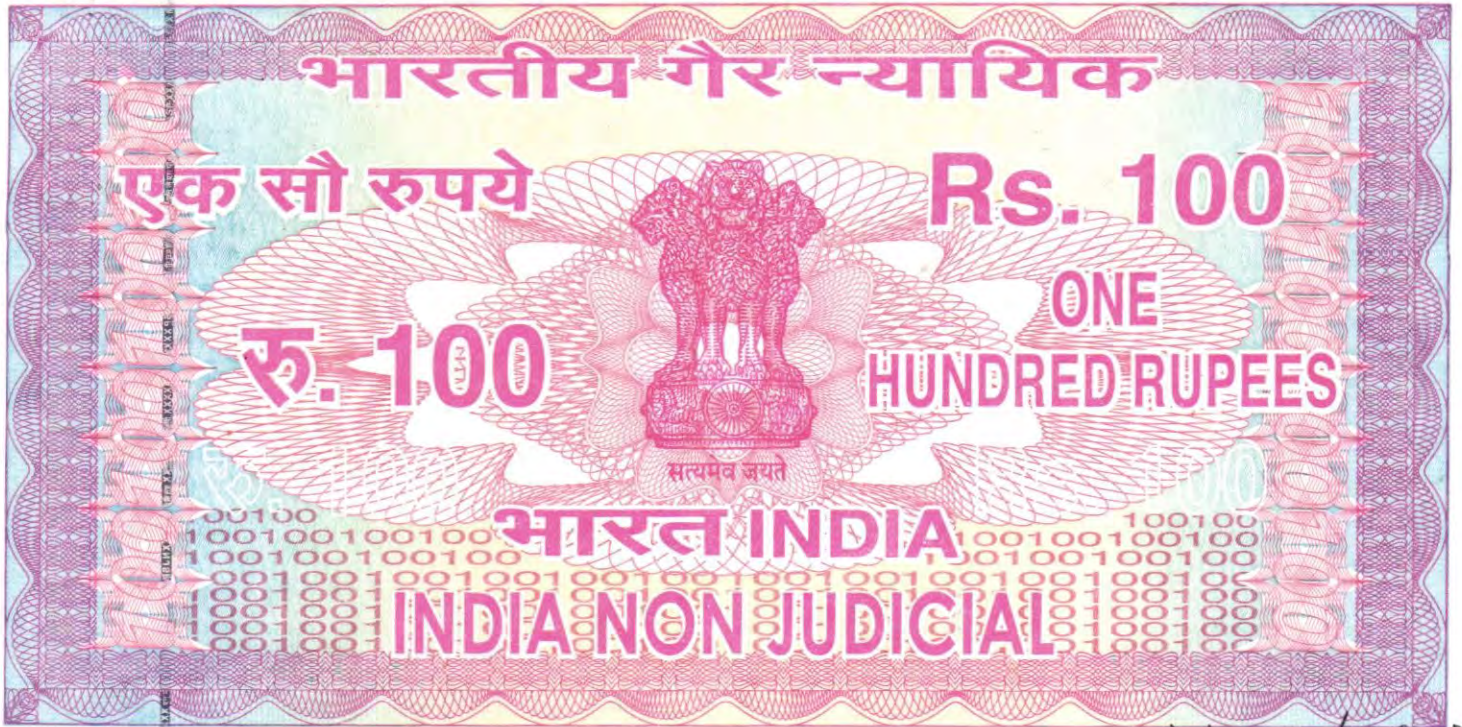
This MOU is intended to cover a specific collaborative effort between TCS & Institute under the academic interface program driven by TCS under which TCS will work towards developing and designing and/or providing industry specific application oriented courses ("TCS Designed Course(s)") which can be offered by the Institute

TCS Confidential

Page 1 of 19

(Signature)
 Principal
 Parvathaneni Brahmaya
 Siddhartha College of Arts & Science
 VIJAYAWADA - 10.

(Signature)



ఆంధ్రప్రదేశ్ ఆంధ్ర ప్రదేశ్ ANDHRA PRADESH

S.No. 7323 Dt. 30/6/2020

Sold to Sri: P. B. Siddhartha college of Arts & Science
Rep. Principal

For Whom: Self

Meka Ramegh s/o. Ramakrishna
Vijayawada

M. Usha Rani

CR 775875

M. USHA RANI

Licensed Stamp Vendor

O.L.No: 06-16-003/2015

RL.No-06-16-005 / 2019

Valid Up to: 31-12-2021

31, Lotus Towers, Kondapalli

Cell No: 9492225727

as elective courses for specific degree specializations ("Option 1"), and/or as full curriculum specializations streams in Business Process Services / Management and related domains ("Curriculum") at the bachelor's degree level ("Option 2") or post-graduate degree level ("Option 3"), as may be agreed to by the Parties and details outlined in **Annexure A**. The term 'Curriculum' as used in the MOU shall apply only when Option 2 and/or Option 3 are agreed to in Annexure A.

The agreement between TCS and Institute would be effective from 01st July, 2020 ("Effective Date") and shall be valid up to 30th June, 2023.

II) ROLES AND RESPONSIBILITIES:

A. Role of TCS:

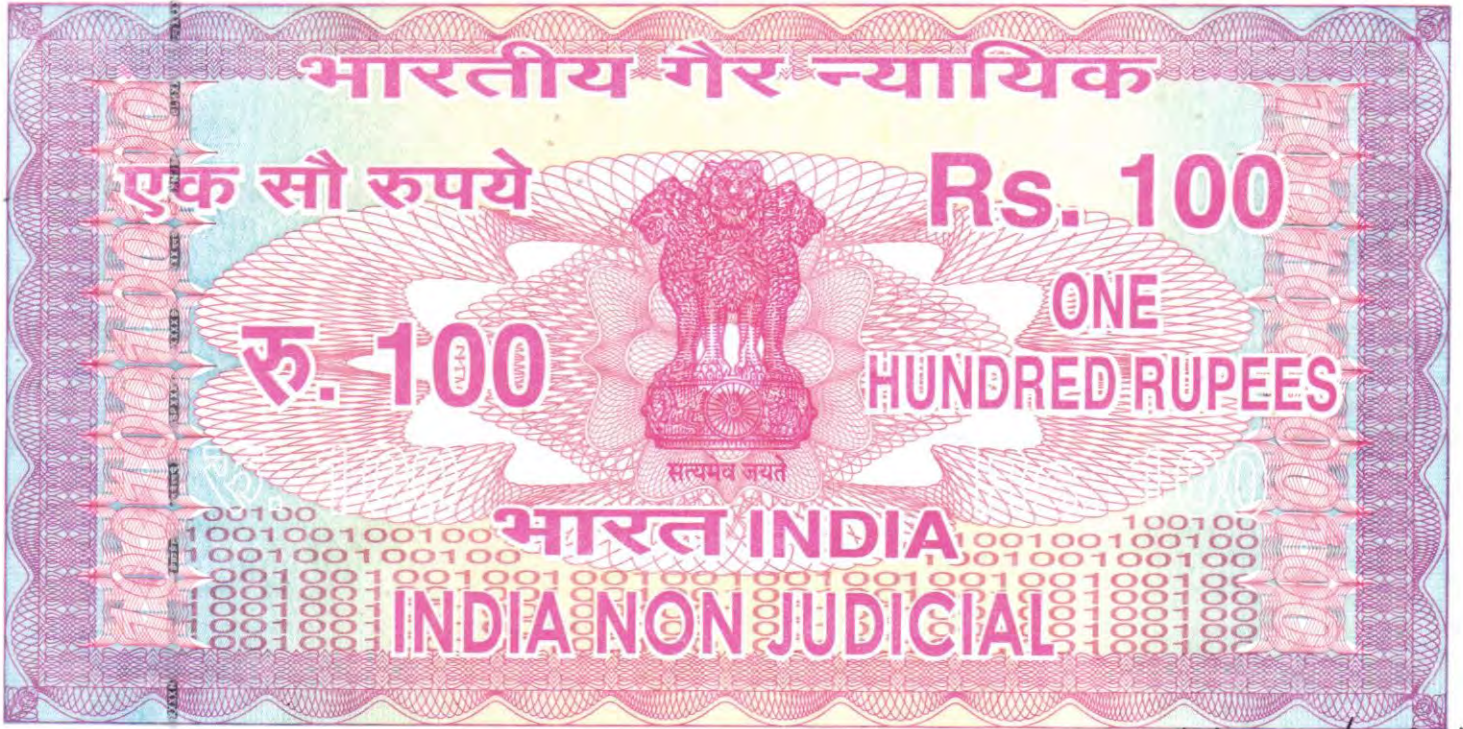
- TCS agrees to design and develop TCS Designed Course(s) identified in the Annexure A. The final choice of TCS Designed Course(s) to be offered by the Institute to its students will be jointly agreed between TCS and the Institute.
- TCS role will be restricted only to designing and developing the course contents and curriculum of the TCS Designed Course(s) and/or assisting in designing the Curriculum (if agreed and outlined in Annexure A). After review and sign off by the Institute, the TCS Designed Course(s) / Curriculum (where agreed to in Annexure A) will be taught and administered by faculty from the Institute. TCS will not be involved in the administration and the evaluation of the TCS Designed Course(s) / Curriculum. The administration and evaluation of the TCS Designed Course(s) and other core topics included in the Curriculum (where agreed to be offered in Annexure A) along with conferring of the degree to successful students enrolled in the Curriculum will be done by the Institute. On case to case basis, TCS may also consider the deployment of its experts as trainers for delivering a part of the offered TCS Designed Course(s) / Curriculum.

TCS Confidential

Page 2 of 19

Principal
Principal
Parvathani Brahma
Siddhartha College of Arts & Science
VIJAYAWADA - 20.

G. Lakshmi



ఆంధ్ర ప్రదేశ్ ఆంధ్ర ప్రదేశ్ ANDHRA PRADESH

M. Ushara
CR 775876

M.USHA RANI
Licensed Stamp Vendor
O.L.No: 06-16-003/2015
RL.No-06-16-005 / 2019
Valid Up to: 31-12-2021
Lotus Towers, Kondapalli
Cell No: 9492225727

S.No 7324 D.30/6/2019
Sold to Sri: P.B. Siddhartha
For Whom: Self

College of Arts & Science
Rep. Principal
Meka Ramayya S/o. Ramakrishna
V: Jayawade.

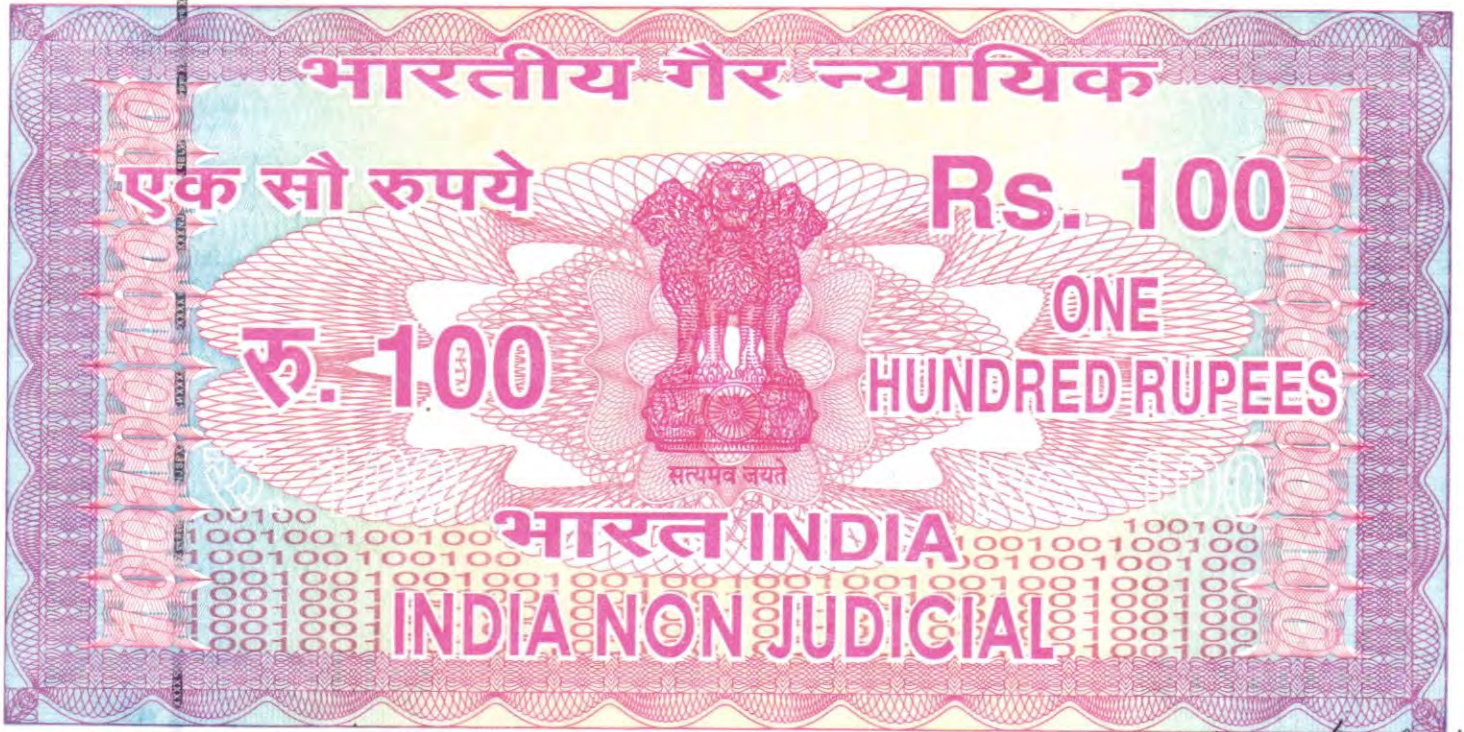
- TCS will consider incorporating the suggestions from the Institute about having as much practical understanding during the design of the course contents and curriculum of the TCS Designed Course(s) by incorporating appropriate case studies, simulations, exercises that can help students visualize and understand the application of concepts in real time business solutions.
- TCS may provide only suggestion for the evaluation of student performance through various forms of assessments. However the final decision on the process of evaluation as well as the actual assessment would be at the sole discretion of Institute and will not be part of TCS responsibility.
- TCS will conduct a Train the Trainer Program ("TTT Program") for appropriate duration where specialists from TCS will transition the knowledge and approach to teach the TCS Designed Course(s) to the nominated faculty of Institute. On successful completion of this Program, all the faculty members will be deemed as TCS certified faculty for delivery of the course. The TTT Program may be scheduled and repeated as per requirement with mutual agreement between TCS and Institute.
- The entire effort from TCS end is voluntary and objective is to work along our stakeholder community (in this case educational institutions / Universities) to build capability and benefit for the students as well as faculty by way of offering courses in areas of knowledge closer to industry practice.
- There would be no linkage with campus placements as part of this program as these are two distinct activities. The placement activities are separate and the participation of Institute for the TCS Designed Course(s) has no bearing on placement activities that TCS conducts at colleges and universities each year.
- TCS at this point will be providing this course design, content and training sessions as a voluntary effort keeping in mind the Tata Group Philosophy of working towards benefiting the societies and stakeholders with whom we work.

TCS Confidential

Page 3 of 19

Parvathani
Principal
Parvathani Brahmaya
Siddhartha College of Arts & Science
VJAYAWADA - 10

G. Srinivas



M. Ushara
CR 775877

M. USHA RANI
Licensed Stamp Vendor
O.L.No: 06-16-003/2015
RL.No-06-16-005 / 2019
Valid Up to: 31-12-2021
31, Lotus Towers, Kondapalli
Cell No: 9492225727

ఆంధ్రప్రదేశ్ ఆంధ్ర ప్రదేశ్ ANDHRA PRADESH

S.No. 7325 D. No. 30/6/2020 100/-

Sold to Sri: P. B. Siddhartha College of Arts & Science
Rep. Principal

For Whom: Self

Meka Ramayya s/o. Ramakrishna Potluri
Vijayawada.

- Outstanding students' contributions in all possibility will be show-cased by TCS at industry level forums along with due acknowledgement to the students concerned.
- At the end of the course, TCS may at its option, reward / recognize individual students for exemplary achievements based on participation, discussion, contribution, assignment submission etc. during the course work.

B. Role of Institute:

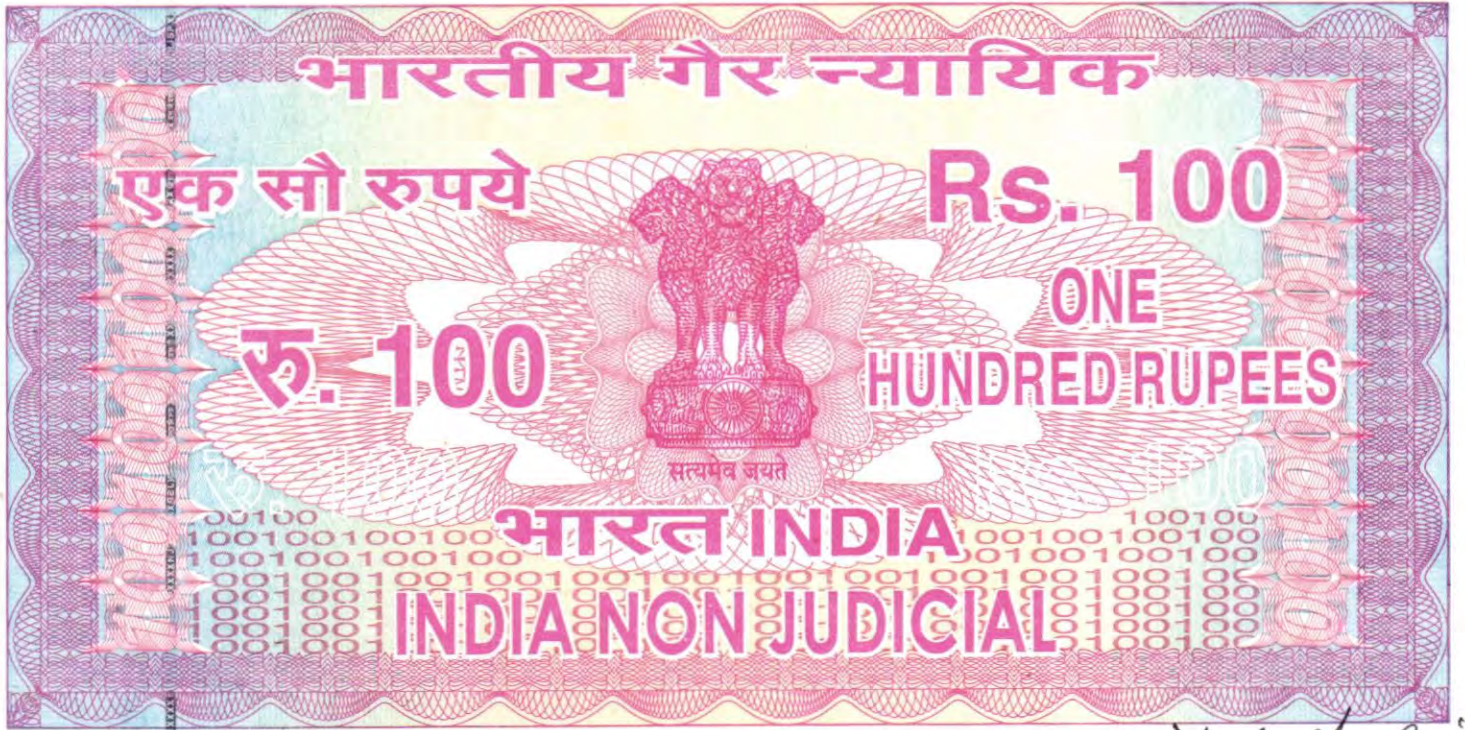
- Institute shall ensure that it holds all valid permissions, authorizations, approvals and consents, licenses and registrations, which may be required under the applicable laws, policies and procedures prevalent from time to time, for launch, administration and instruction of the TCS Designed Course(s) and Curriculum (if agreed to in Annexure A) and the same shall be kept valid and subsisting throughout the period of this MOU or till the completion of the TCS Designed Course(s) / Curriculum, whichever is later.
- Institute will undertake the role of selecting the core topics (that will fit into the Curriculum) and faculty members who will undertake the ownership for teaching those selected topics.
- Institute will ensure to provide equal status to the TCS Designed Course(s) / Curriculum (at par with all other courses) while offering it to students applying to the Institute. This will be done by placing the option of this course curriculum in all communication medium (College Website, Student Application forms, Brochures etc.) to ensure maximum students undertake the TCS Designed Course(s) / Curriculum.
- Institute will set highest standards of selection for the students and ensure that the students who undertake the TCS Designed Course(s) / Curriculum would put in full effort and contribution to make learning outcomes successful. Focus would be on ensuring students who have a great propensity to participate actively and contribute to learning in a group as well as individual mode.

TCS Confidential

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Parvathani
Principal
Parvathani Brahmaya
Siddhartha College of Arts & Science
VIJAYAWADA - 10.

G. Lakshmi



ఆంధ్రప్రదేశ్ ఆంధ్ర ప్రదేశ్ ANDHRA PRADESH

M. Usha Rani
CR 775878
M. USHA RANI
Licensed Stamp Vendor
O.L.No: 06-16-003/2015
RL.No-06-16-005 / 2019
Valid Up to: 31-12-2021
31, Lotus Towers, Kondapalli
Cell No: 9492225727

S.No. 7326, Dt. 30/6/2020, 100/-

Sold to Srt: P. B. Sridharan College of Arts & Science
Rep. Principal

Whom: Self

Meke Ramiah s/o. Ramakrishna Rao
Vijayawada.

- Institute shall nominate a designated faculty member who will be the single point of contact for managing the administration and completion of the TCS Designed Course(s) / Curriculum. The faculty will be responsible from Institute side to help TCS team in all administrative and management activities that will be helpful in smooth launch and completion of the course.
- Institute should ensure timely nomination of faculty for attending the TTT Program and delivering the TCS Designed Course(s) in a timely and satisfactory manner and is based on the broad guideline as below. Final choice on the selection of faculty will lie with Institute.
 - a) Post-graduation with solid academic achievements relevant to the TCS Designed Course(s).
 - b) 5+ years' experience in teaching the specific courses which they would be teaching (flexibility allowed)
 - c) Familiar with recent developments in related field
 - d) Effective communication and articulation of scenarios
 - e) Ability to drive interactive sessions
 - f) Willingness to learn and lead
- Institute will own the responsibility of conducting the exams/assessments of student performance for the TCS Designed Course(s) and across all the subjects of the Curriculum. As an input it may consider the assessment criteria as suggested by TCS for assessment to be done through written exams, internal assessments, market visits and take home assignments by the nominated faculty, where each parameter may have an assigned weightage so that students are assessed effectively for their all-round performance.
- Institute shall ensure that all the students selected for the TCS Designed Course(s) / Curriculum will sign individual confidentiality undertaking substantially in the format as set forth in Annexure – B hereunder, to ensure that the course material is not used or disposed off inappropriately and take utmost care not to copy or share the course hand outs and materials that are TCS provided

Parvathani
Principal
Parvathani Brahmaya
Siddhartha College of Arts & Science
VIJAYAWADA - 10.
11/7/20

Meke



ఆంధ్ర ప్రదేశ్ ఆంధ్ర ప్రదేశ్ ANDHRA PRADESH

M. Ushara
CR 775879

M.USHA RANI
Licensed Stamp Vendor
O.L.No: 06-16-003/2015
RL.No-06-16-005 / 2019
Valid Up to: 31-12-2021
Lotus Towers, Kondapalli
Cell No: 9492225727

S.No. 7327 Dt. 30/6/2020 Rs. 100/-
Sold to Sri: P.V. Sridharan
For Whom: Self

Siddhartha College of Arts & Science
Rep. Principal
Meka Ramiah s/o. Ramakrishna Reddy
Vijayawada

copyrighted material with anyone else. The course material is solely for the students' learning purposes and only students, who undertake the TCS Designed Course(s) / Curriculum shall possess the course material at any time. The course material has to be destroyed / disposed only by shredding, in order to avoid any unauthorized use.

- Institute shall ensure that the faculty from Institute who would be trained through the TTT Program will sign individual confidentiality undertaking, substantially in the format as set forth in Annexure – C hereunder, to ensure that the course material is used appropriately only for the purpose of instruction of the TCS Designed Course(s) / Curriculum. The faculty should not use this course material for other courses or for any other purpose whatsoever and also should not dispose it in a manner that can lead the course material falling in hands of those who should not be recipients of the course work.
- The faculty trained by TCS would teach the TCS Designed Course(s), only as long as this MOU is valid. Once the validity of this MOU is over, they would need to be recertified with a TTT Program post renewal of the MOU.
- Institute shall ensure availability of all requisite facilities, infrastructure, cooperation, etc. required to seamlessly deliver the TCS Designed Course(s) / Curriculum to the applicable students. The lectures are to be scheduled during the normal working days of the Institute or as decided by Institute. In cases where TCS' assistance is availed by Institute for delivery of the TCS Designed Course(s), TCS and Institute will mutually agree to a schedule for the same. Institute recognizes that timely and continued provision of the facilities by Institute is a condition precedent to the completion of the TCS Designed Course(s) / Curriculum in time. Any delay or failure in the provision of agreed facilities will hamper the timely completion of the course, and TCS shall not be held liable for the same.

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Parvathani Brahmaya
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G. Ravi


- Institute shall permit the applicable TCS faculty/personnel engaged pursuant to this MOU, reasonable access to the premises of Institute, for the purpose of delivery of the TTT Program or to fulfill its role under this MOU or assist the Institute in any other manner in relation to this MOU.
- At the end of the TCS Designed Course(s) / Curriculum, any formalities with respect to awarding certificate of course completion to the students will be done by Institute in accordance with the rules/ procedures followed by Institute.
- At the end of the course Institute shall allow TCS to make pre-placement offers to the students who are part of the course based on a selection criteria defined by TCS. Institute shall also provide first slot to TCS during campus recruitment/ placement and Institute will facilitate the process for students to accept an offer from TCS.

III) OTHER TERMS & CONDITIONS

- TCS and the Institute will jointly evaluate and agree on applicable fees or service charges (if any), to cover the costs of designing, developing, training, branding, delivering and sustaining the TCS Designed Course(s) / Curriculum that may be offered in collaboration with TCS and any costs associated therewith such as travelling, accommodation, etc.
- Upon mutual agreement, TCS and Institute may at any time enter into a specific definitive agreement(s) (hereinafter referred as "Definitive Agreement(s)") setting out therein the mutually agreed detailed terms and conditions applicable to the various courses to be provided by TCS under such Definitive Agreement(s).
- For the TCS Designed Course(s) which are agreed to be implemented, TCS will provide one master copy of course material in hard copy form to the Institute, which will be received by the faculty duly designated by Institute in writing to TCS. The said course material may be reproduced in hard copy form only, solely for the purpose of being issued by the duly designated faculty to the students who enroll for the TCS Designed Course(s) / Curriculum for the duration of the course. Except as permitted herein, the course material provided by TCS shall not be reproduced, copied, translated, adapted, broadcasted, hosted or transmitted (including electronically) in any form. The supporting material, if any, for faculty members will be separately provided to the faculty members and shall be used by the faculty members only for the purposes of the instruction of the TCS Designed Course(s) at the Institute. Institute shall ensure that the original master copy of course material and supporting material for faculty members provided by TCS and copies of the same including portions thereof (i) is treated strictly as confidential documents; (ii) shall only be in the possession of the designated faculty of Institute; and (iii) shall not be displayed or circulated in libraries or forums where any person not enrolled under the TCS Designed Course(s) / Curriculum may access the same.
- For the entire process involved for offering the TCS Designed Course(s) / Curriculum, Institute will seek prior written permission from TCS before publishing any related information regarding this TCS Designed Course(s) / Curriculum offering initiative in collaboration with TCS, in the press, media, social network, blogs, internet and in any other allied public channels.
- Unless otherwise agreed by the Parties separately in writing, each Party will be responsible for its own individual costs in conducting its duties and obligations under this MOU.

IV) INTELLECTUAL PROPERTY RIGHTS

- Institute agrees and acknowledges that any and all intellectual property rights in or to course contents and curriculum of the TCS Designed Course(s) and TTT Program and any and all modifications, enhancements, alterations, additions, adaptations, translations to the same, or derivative works thereof, or feedback received with respect to them, shall be done only by or with prior written permission of TCS and vest with TCS and/or its licensors. For the term of this MOU, TCS grants to the Institute a non-exclusive, non-transferable, non sub-licensable, limited right and license to use and reproduce the course material in hard copy form only for the purposes of, and as permitted under, this MOU. All rights not expressly granted herein shall remain with TCS.
- Institute agrees to retain all of TCS' and/or its licensors' logo, trademark, copyright notices and other proprietary markings or notice on the course material. Institute shall not, permit any persons to, remove, alter, obscure or otherwise render illegible any of TCS' logo, trademark, copyright


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notice or other proprietary or confidentiality markings that may be placed on the course material or part thereof provided to Institute hereunder without prior written approval of TCS. Institute shall include on all copies of all or part of the course material a reproduction of TCS' and/or its licensors' logo, trademark, copyright notices and other proprietary markings or notices as included in the course material provided by TCS.

- TCS shall also continue to own all and any intellectual property developed prior to, or independently of this MOU.
- By entering into this MOU, Institute covenants and undertakes:
 - (a) To respect TCS' intellectual property;
 - (b) Not to use TCS' intellectual property without the prior express written consent of TCS;
 - (c) Ensure the confidentiality of such intellectual property of TCS within enrolled students and nominated faculty;
 - (d) Not to use or permit use TCS' intellectual property other than for the purpose and duration of this MOU.
 - (e) Promptly report any misuse of the TCS' intellectual property which comes to its notice and assist and support TCS in remedying and/or protecting any misuse/infringement of TCS' intellectual property subject of this MOU.
- Institute agrees that it shall not gain by virtue of this MOU any rights of ownership or any other interest, right, or title in or to any copyrights, patents, trade secrets, trade marks, or any other intellectual property or proprietary rights owned by TCS. Except as otherwise explicitly agreed between the Parties, any and all works developed in the course of performing obligations pursuant to this MOU, including all intellectual property rights in or related thereto, and all new inventions, innovations, works or ideas developed by TCS in the course of performance of its activities under this MOU will belong to TCS.
- If the Parties undertake any joint development in the course of providing services under this MOU, any such joint development will be governed by a separate agreement to be negotiated in good faith by the Parties prior to the commencement of any joint development efforts.
- Neither Party shall use any name, trademark, service mark or symbol of the other Party in any publicity release or advertising material or for any other purpose whatsoever without securing the prior written consent of that other Party. The Parties may, however, mention the non-stylized name of the other Party and areas of collaboration in their official websites, presentations and analyst reports and include the existence of this Memorandum in its regular list of academic/industry collaborations. Institute agrees that any and all use of TCS name and trademarks shall be in accordance with the provisions of Annexure – D.

V) CONFIDENTIALITY

- During the term of this MOU, TCS may disclose to Institute its Confidential Information. Confidential Information shall mean all information marked "Confidential" or under any similar legend indicating the confidentiality of the information or information which by its nature is confidential or acknowledged and agreed herein as confidential, except such information as is (a) previously known to Institute at the time of disclosure and not subject to confidentiality under any other agreement between the Parties, or (b) independently developed by Institute and not derived from the Confidential Information supplied by TCS or the participation of individuals who have had access to Confidential Information of TCS, (c) disclosed to Institute by a third party who lawfully acquired such information without restriction, and is not subject to confidentiality obligations, or (d) in or subsequently comes into the public domain (other than as a result of a breach of this MOU), or (e) required to be disclosed by Institute by law, regulation, court order or other legal process. Institute acknowledges and agrees that course contents and curriculum of the TCS Designed Course(s) and TTT Program is Confidential Information of TCS irrespective of whether it is labelled as confidential or not.
- Institute shall hold such Confidential Information in strict confidence for TCS and shall not use it for any purpose except in furtherance of the relationship set forth in this MOU, or except as it may be authorized by TCS in writing. Institute shall further be responsible for the compliance of the foregoing by its students, employees, faculty or agents who have access to Confidential Information in relation to the purpose of this MOU.


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- Institute acknowledges and agrees that a breach of any of its obligations contained herein will result in irreparable injury to TCS for which there will be no adequate remedy at law, and TCS shall be entitled to apply for equitable relief, including injunction and specific performance, in the event of any breach or threatened breach or intended breach of its obligations herein by the Institute. Such remedies, however, shall not be deemed to be the exclusive remedies for any breach of the obligations but shall be in addition to all other remedies available at law or in equity.
- All Confidential Information is provided as is, without any warranties express, implied or otherwise, regarding its accuracy, completeness or performance.

VI) TERMINATION

- Either Party may terminate this MOU by giving ninety (90) days advance written notice to the other Party. On termination, each Party shall return to the other party all such confidential and proprietary information, documents and reference material and any copies thereof of the other Party in its possession. If the MOU expires or notice of termination is issued during the Academic Year when the TCS Designed Course(s) / Curriculum is/are in progress, the termination shall take effect post completion of the batch(es) that has/have already opted for the TCS Designed Course(s) / Curriculum. New students/batches will not be offered the TCS Designed Course(s) / Curriculum once the termination notice has been issued. The right of each Party to terminate this MOU with immediate effect for material breach of the terms of this MOU (that remains uncured after thirty (30) days of written notice thereof or that are not susceptible to cure) remains unaffected.
- All such obligations and terms of this MOU that are required to survive the expiration or termination of this MOU, including but not limited to, intellectual property rights, confidentiality, limitation of liability, shall survive such termination.
- This MOU can be extended or terminated by mutual consent of the Parties in writing. Notice period not to renew.

VII) PERIODIC REVIEW


- The Parties agree that the persons nominated herein below as the point of contact for each Party (or their respective nominees) shall meet at a frequency mutually decided by TCS and Institute, either personally or through a teleconference to review the progress and plan the future course of action, to accomplish the objectives of this MOU as per the mutually agreed time schedule.

Point of contact of Institute: Mr.K. Sridhar
 Dy.HoD, Computer Science,
 P.B. Siddhartha College of Arts & Science,
 Vijayawada
 Krishna District, Andhra Pradesh 520 010
 Ph: +91-9849965036
 Mail to: sridharkavuri@gmail.com

Point of contact of TCS: Balanarayanan G
 Head-Academia Interface Program,
 Tata Consultancy Services Ltd,
 21 Industrial Estate, Ambathur, Chennai 600 058
 Ph: +91- 8056201931 / Ph:-44-66166590
 Mail to: balanarayanan.g@tcs.com

VIII) RELATIONSHIP OF THE PARTIES

- For the purposes of this MOU, both the Parties are independent contractors. Neither this MOU, nor any activities described herein, shall be construed as creating a partnership, joint venture, franchise, agency or other such relationship. Neither party is authorized, in any manner, to make any commitment on behalf of or to bind the other Party.
- Institute will be completely responsible for ensuring compliance towards all statutory provisions applicable to and governing the employment of its employees and representatives, deployed and would ensure compliance to provisions of statutes, as amended and applicable from time to time for


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 Parvathaneni Brahmaya
 Siddhartha College of Arts & Science
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 11/7/20



such employees and representatives. Under no circumstances shall employees, agents and representatives of Institute, represent as or be construed as employees/agents of TCS.

IX) LIMITATION OF LIABILITY

- Institute agrees that any information or material provided / disclosed by TCS is on "as is" basis without any warranty or representation of any nature whatsoever, as to any matter, including but not limited to, warranty of fitness for a particular purpose or merchantability. TCS shall not be liable for any direct, indirect, incidental, special or consequential damages, or damages for loss of profits, revenue, data or use, incurred by Institute or any third party arising out of or in connection with this MOU or the subject matter of this MOU, whether in an action in contract or tort or any other legal theory.

X) GOVERNING LAW/ARBITRATION/VENUE

- The laws of India shall govern this MOU. Any disputes between the parties shall be resolved by mutual discussions. Disputes, if any, remaining unresolved for a period of sixty (60) days after reference to the other Party in writing, shall be subject to resolution by arbitration in accordance with the Arbitration and Conciliation Act, 1996 and under the Rules made thereunder (or any statutory modification / re-enactment thereof) by one or more arbitrators appointed in accordance with the said Rules. The language of the arbitration shall be English and the decision of the arbitrators shall be final and binding on the Parties. The venue of Arbitration shall be Mumbai. Both Parties irrevocably submit to the exclusive jurisdiction of the Courts in Mumbai, for any action or proceeding regarding this MOU. Nothing herein shall prohibit either Party from seeking a temporary restraining order, preliminary injunction or other provisional relief if, in its judgment, such action is necessary to avoid irreparable damage, to preserve the status quo or to prevent the dissemination of Confidential Information or protection of its intellectual property or from bringing and pursuing legal action to specifically enforce the provisions of this Section X.

XI) NOTICES

All notices, requests, demands and other communications under this MOU or in connection herewith shall be in writing given to or made upon the respective Parties as follows and will be effective:

- upon actual delivery if presented personally or sent by express overnight courier (with a signature acknowledging receipt), or
- seven days following deposit in the mail if sent by certified or registered mail, postage prepaid, return receipt requested.:

To TCS:
Attention:

Balanarayan G,
Head – Academic Interface Program,
Tata Consultancy Services Ltd,
No 21 Industrial Estate,
Ambattur, Chennai 600 058

With a copy addressed to: General Counsel, Tata Consultancy Services Limited, TCS House, Raveline Street, Fort, Mumbai - 400 001 (India).

To Institute:

Attention:

Dr.M. Ramesh
Principal,
P.B. Siddhartha College of Arts & Science,
Vijayawada, Krishna District, Andhra Pradesh 520 010,
Ph: +91-9989616969
Mail to : principalpbs@gmail.com

Or to such other person or addresses as any of the parties shall have notified to the other party. All notices, requests, demands and other communications given or made in accordance with the provisions of this MOU shall be in writing by registered letter, fax or telegram.

XII) NON SOLICITATION

- During the term of this MOU and for a period of twelve (12) months thereafter, Institute agrees not to hire, recruit, solicit or otherwise employ any employee or representative of TCS involved in the performance of its obligations pursuant to this MOU.

XIII) FORCE MAJEURE

- Neither Party shall be liable for any failure or delay in the performance of its obligations under this MOU to the extent such failure or delay or both is caused, directly or indirectly, without fault by such Party, by any reason beyond its reasonable control, including but not limited to, by fire, flood, explosion, earthquake, elements of nature, drought or bad weather, lightning or acts of God, acts of state, strikes, acts of war (whether declared or not), hostilities, terrorism, riots, civil disorders or commotion, lockouts, industrial disputes, rebellions or revolutions, blockages, quarantines, embargoes and other similar governmental action (each a "Force Majeure Event"). Any Party so delayed in its performance will immediately notify the other by telephone or by the most timely means otherwise available (to be confirmed in writing within ten (10) Business Days of the inception of such delay) and describe in reasonable detail the circumstances causing such delay with relevant documentary supporting. However the Party claiming such event shall take all necessary steps to mitigate the delay so caused in spite of such Force Majeure Event.

XIV) AUTHORITY

- Each signatory to this MOU represents and warrants that he/she is duly authorized by the Party for and on whose behalf he/she is signing this MOU to execute the same in a manner binding upon said Party and that all approvals, permissions and procedures necessary for vesting such authority in him/her have been duly complied with.

XV) NO WAIVER

- Either Party's failure to exercise any right under this MOU shall not constitute a waiver of any other terms or conditions of this MOU with respect to any other or subsequent breach, or a waiver by such Party of its right at any time thereafter to require exact and strict compliance with the terms of this MOU. In order to be effective, all waivers under this MOU must be in writing and signed by the waiving Party.


XVI) TATA CODE

- The business activities of TCS are self regulated by the "Tata Code of Conduct". Institute undertakes that it will ensure compliance with the Code in the performance of this MOU and promptly report any violation or potential violation of the Code by any person to the Local Ethics Counselor or the Principal Ethics Counselor or the CEO of TCS. A copy of the Tata Code of Conduct is available at: <https://www.tcs.com/tata-code-of-conduct>.

XVII) SURVIVAL

- The clauses of this MOU, including without limitation, confidentiality and intellectual property right obligations, which by their very nature ought to survive termination or expiration of this Agreement, shall so survive.

XVIII) SEVERALTY


Principal
Parvathaneni Brahmaya
Siddhartha College of Arts & Science
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- If any clause or term of this MOU be declared null and void and or unconstitutional or unenforceable, such clause or term shall be modified to the extent necessary to make it valid and enforceable whilst preserving the intent of the Parties and the remaining terms and the MOU shall continue to operate and be binding on the Parties.

XVI) ENTIRE AGREEMENT

- This MOU, along with the schedules, annexures and exhibits, if any, attached hereto, sets forth the entire agreement between the Parties and supersedes any other prior or contemporaneous proposals, agreements and representations between them related to its subject matter, whether written or oral, between the Parties and all amendments and extensions thereof, which shall be deemed to be superseded by this Agreement. No modifications or amendments to this MOU shall be binding upon the Parties unless made in writing and duly executed by authorized officials of both Parties.

IN WITNESS WHEREOF, each of the parties hereto have caused this MOU to be duly executed by a duly authorized representative of such party as of the date first above written.

TATA CONSULTANCY SERVICES LTD.
(TCS)

Signature: *G. Krishna*
 Name: *Parvathani Brahmaiah*
 Title: *GM-IT*
 Date: *15 July 2020*

P.B. Siddhartha College of Arts & Science
(Institute)

Signature: *M. Ramesh*
 Name: Dr. M. Ramesh
 Title: Principal
 Date: *01/07/2020*

Principal
 Parvathani Brahmaiah
 Siddhartha College of Arts & Science
 VIJAYAWADA - 10.



ANNEXURE - A

OPTION 2

TCS Designed Course(s) – Offered as Bachelor’s degree level full Curriculum specialization


Offering One: 3 year degree program in:

- (i) Bachelors of Commerce (B.Com) in Business Process Services/Management

- TCS agrees to design and develop full curriculum specialization in Business Process Services for Bachelor of Commerce (B.Com) degree course. The objective is to evolve Business Process Services / Management as a specialization area in the curriculum offered by Institute and provide the students of B.Com with exposure to latest trends and techniques that are found in the world of practice and their applicability and relationship to theoretical knowledge in the field.
- A bachelor’s degree level full Curriculum for students intending to join B.Com with specialization streams in Business Process Services/ Management. TCS will work with the Institute for designing and developing the Curriculum that can be included across the 3 years of the degree courses, which will be offered by the Institute. The Curriculum will include examination/ assessment at the end of each semester / year in TCS Designed Course(s) along with other core topics.

Offering Two: 3 year degree program in BSc Computer Science with specialization in Cognitive Systems.

- TCS agrees to design and develop full curriculum specialization in Cognitive Systems in Bachelor of Computer Science and Bachelors of Computer Applications degree courses. The objective is to evolve IT Infrastructure and IT Applications Maintenance and Services as a specialization area in the curriculum offered by Institute and provide the students of B.Sc Computer Science or its equivalent with exposure to latest trends and techniques that are found in the world of practice and their applicability and relationship to theoretical knowledge in the field.
- A bachelor’s degree level full Curriculum for students intending to join the B.Sc or its equivalent with specializations streams in Cognitive Systems. TCS will work with the Institute for designing the Curriculum that can be included across the 3 years of the degree courses, which will be offered by the Institute. The Curriculum will include examination/assessment at the end of each semester / year in TCS Designed Course(s) along with other core topics.


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Siddhartha College of Arts & Science
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ANNEXURE – B (FOR STUDENTS)

INDIVIDUAL CONFIDENTIALITY UNDERTAKING

The following special terms are agreed between the undersigned _____ Year B.Com/BBA/BBM/BSc Computer Science / BCA student ("I"/ "Student") of <name of college> College, <address>, affiliated to _____ University and **Tata Consultancy Services Limited**, having its corporate office at TCS house, Raveline Street, 21 D.S. Marg, Fort, Mumbai – 400001, India ("TCS").

WHEREAS in connection with the terms of the Memorandum of Understanding dated _____, executed by and between TCS and _____ (the "MOU"), TCS has agreed to design and develop courses in areas focused around _____ <name of the Designed Course> which is a focused line of business offering within Business Process Outsourcing entity at TCS.

WHEREAS TCS has invested considerable time, expenses and efforts in the designing, developing and structuring of the course and study material that are provided to the Student (hereinafter referred to as "Course Material").

AND WHEREAS it being an intellectual property of TCS, the Student hereby agrees to comply with the following obligations with respect to such Course Material:

- I acknowledge that TCS is the owner of any and all the intellectual property and proprietary rights in the Course Material and accept that I have not acquired and shall not acquire (including by virtue of my receipt of Course Material) any such intellectual property or proprietary rights.
- I shall not commit any violation, infringement or misappropriation of such intellectual property and proprietary rights nor commit any other act or omission which has an adverse effect on the value, validity, enforceability or any other aspect thereof in regard to the Course Material.
- I hereby agree and undertake to hold and keep in strict confidence the Course Material in my possession, custody or control and neither copy, distribute or disclose Course Material nor allow any third party to do so, and not use or allow it to be used for any purpose or in any manner other than for self study/ training.
- I also hereby undertake to ensure that after completion of the course or upon prior request by TCS, I shall promptly destroy the Course Material by means of shredding.

I agree that the limitations set forth herein are reasonable and properly required for the adequate protection of the Course Material of TCS. I note that TCS is relying on my undertaking in this statement in agreeing to permit me access to the Course Material and that I may be held personally liable for breach of the undertakings in this statement. This Undertaking shall be governed by the laws of India. In the event any dispute arises in connection with this Undertaking, the courts in Mumbai shall have a non-exclusive jurisdiction, however, that, upon my breach of this Undertaking, TCS reserves the right to seek any available form of legal or equitable relief, including, but without limitation, injunctive relief as a remedy for such breach from any court of competent jurisdiction.


By signing below, I acknowledge that I have read, understood and hereby voluntarily agree to the above terms and conditions.

Signature: _____ Date: _____

Name of Student: _____

College ID Number: _____

Residential Address: _____


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Siddhartha College of Arts & Science
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ANNEXURE – C (FOR FACULTY)

INDIVIDUAL NON-DISCLOSURE AGREEMENT

This Agreement is entered into as of the day of signing, by and between **Tata Consultancy Services Ltd.**, a company incorporated under the Companies Act 1956 and having its Corporate Office at TCS House, Raveline Street, Fort, Mumbai 400001, India ("TCS"), and _____ s/o d/o _____, ("Faculty"), a Faculty in the Department of _____ at _____ <College Name & Address of college> (the "Institute")

TCS and Faculty are both hereinafter referred to as "Party" individually or "Parties" collectively as the context may require;

WHEREAS Faculty is aware that in connection with the terms of the Memorandum of Understanding dated _____, executed by and between TCS and Institute (the "MOU"), TCS has agreed to design and develop course contents and curriculum for one or more courses ("TCS Designed Courses") that can be offered by the Institute to its students.

WHEREAS, TCS will conduct a Train the Trainer Program ("Training") where personnel/specialists from TCS will transition the skill, knowledge and approach to the nominated faculty/Faculty to teach the TCS Designed Course(s) viz. _____ <name of the courses for which the Faculty is being trained> (the "Course").


WHEREAS, the Faculty will utilize the material, skill and knowledge learnt during the Training hereto for imparting education thereof only to the students enrolled in Course and at the Institute ("PURPOSE").

WHEREAS, Faculty acknowledges that TCS has invested considerable time, expenses and efforts in the designing, developing and structuring of the Course and study material that are provided to the Faculty.

WHEREAS, in the course of Training/such activities it is also anticipated that TCS will disclose to the Faculty all Course material (in form of soft copies and/or hard copies) for the Purpose as set forth above;

NOW THEREFORE, the Parties hereto have entered into the following agreement ("Agreement"):

1. For the purpose of this Agreement "Confidential Information" shall mean any and all information and data, including but not limited to any kind of any Course Material, Training material, methods, product, service, process, invention, improvement or development carried on or used by TCS, discoveries, ideas, concepts, know-how (whether patentable or copyrightable or not), research, development, designs, specifications, drawings, blueprints, tracings, diagrams, models, samples, flow charts, computer programs, algorithms, marketing plans or techniques, budgets, costs, profits, prices, discounts, mark-ups, business strategies, marketing, tenders and any price sensitive information concerning TCS, whether or not labeled as "Confidential Information" and disclosed by TCS in connection with the Purpose, irrespective of the medium in which such information or data is embedded. Confidential Information shall include any copies, abstracts, reports, work products or any derivatives made or derived from CONFIDENTIAL INFORMATION by the Faculty as well as any modules, samples, prototypes or parts thereof.
2. All Confidential Information disclosed pursuant to this Agreement
 - a. shall be used exclusively for the Purpose of this Agreement, and the Faculty shall be permitted to use Confidential Information disclosed to it pursuant to this Agreement only for such sole Purpose and for no other purpose, unless otherwise expressly agreed to in writing by TCS;
 - b. shall not be distributed, disclosed, or disseminated in any way or form by the Faculty to anyone. All CONFIDENTIAL INFORMATION shall be utilised by the Faculty only for the purpose of gaining knowledge and in furtherance of imparting education to the students of the Institute ;
 - c. shall be treated by the Faculty with reasonable care that a prudent person would exercise to avoid disclosure of CONFIDENTIAL INFORMATION to any third party;
 - d. shall remain the property of TCS;
 - e. shall not be disclosed to any other third party by the Faculty without the prior written approval from TCS; the Faculty shall not copy, recreate, replicate, translate or otherwise reproduce any Confidential Information in any manner whatsoever or create derivative works therefrom, except for the PURPOSE specified in this Agreement;
3. The obligations as per paragraph 2 shall not apply, however, to any Confidential Information which:
 - a. the Faculty can demonstrate, is already in the public domain or becomes available to the public through no breach by the Faculty of this Agreement;
 - b. was lawfully in the Faculty's possession prior to receipt from TCS as proven by its written records without the breach of any confidentiality obligations by any third party;
 - c. is independently developed by the Faculty without reference to or use of any CONFIDENTIAL INFORMATION;


Principal
Parvathani Brahmaya
Siddhartha College of Arts & Science
VJAYAWADA - 10.



- d. is required to be disclosed by law or the rules of any governmental organization, provided the Faculty has issued a written notice to TCS immediately upon learning the requirement for disclosure and afforded TCS a reasonable opportunity to contest, limit and/or assist the Faculty in limiting such disclosure.
4. The Faculty shall have the right to refuse to accept any Confidential Information under this Agreement prior to receipt of such Confidential Information and once the Confidential Information is received by the Faculty, the Faculty shall be deemed to have unconditionally accepted such Confidential Information in terms of this Agreement. Nothing herein obligates TCS to disclose any Confidential Information to the Faculty.
 5. The Faculty shall indemnify and hold harmless TCS and their directors, officers, employees, agents and representatives from and against all or any claims, damages, losses, liabilities or expenses (including, but not limited to, reasonable attorneys' fee and disbursements), arising out of a breach of this Agreement by the Faculty or its representatives or agents.
 6. The Faculty agrees that monetary damages would not be a sufficient remedy for any breach of this Agreement, and that in addition to the remedies provided in Article 5 of this Agreement and any other remedies available to TCS, TCS shall be entitled to specific performance and injunctive or other equitable relief as a remedy for any such breach.
 7. The Faculty confirms that TCS is disclosing the Confidential Information on "as is" basis without any warranty or representation of any nature whatsoever. TCS shall therefore not be liable to the Faculty for any direct, indirect, special, consequential, incidental, or punitive damages or loss, regardless of the form of action or theory of liability (including, without limitation, actions in contract, warranty, negligence, or products liability) resulting from any defect in or use of any CONFIDENTIAL INFORMATION by the Faculty, even if either PARTY had been advised of the possibility of such damages or losses.
 8. It is understood that no license or right of use or any other right in respect of the Confidential Information is granted or conveyed by this Agreement unless expressly provided herein. The disclosure of Confidential Information and materials shall not result in any obligation to grant the Faculty any such rights therein.
 9. The Faculty agrees that it shall treat Confidential Information disclosed under this Agreement as strictly confidential in perpetuity.
 10. All Confidential Information disclosed pursuant to this Agreement shall either be returned to TCS or be destroyed by the Faculty at the option of and sole discretion of TCS. In case of destruction, the Faculty shall confirm in writing such destruction to TCS.
 11. All disputes arising out of or in connection with the present Agreement, including any question regarding its existence or validity, shall be finally settled by arbitration in accordance with the provisions of the Arbitration and Conciliation Act, 1996 and under the Rules made thereunder (or any statutory modification / re-enactment thereof) by one or more arbitrators appointed in accordance with the said Rules. The seat of arbitration shall be Mumbai. The language to be used in the arbitration proceeding shall be English. The award passed pursuant to such arbitration proceedings shall be final and binding. Notwithstanding this provision, in the event of a breach or threatened breach of this Agreement by or any one acting on behalf of the Faculty, TCS shall be entitled to seek any equitable relief, specific performance or any such applicable relief from any court of competent jurisdiction.
 12. This Parties agree that Agreement shall be subject to the substantive law in force in India with the courts at Mumbai having the exclusive jurisdiction.
 13. All notices, requests, demands and other communications under this agreement or in connection herewith shall be given to or made upon the respective parties as follows:

To TCS : Tata Consultancy Services Ltd
 TCS House, Raveline Street,
 Fort, Mumbai 400 001, India.

 Attn: General Counsel, TCS

To < Name of Faculty, designation, college name & college address >

or to such other person or addresses as any of the Parties shall have notified to the others in writing.

Parvathani
 Principal
 Parvathani Brahma
 Siddhartha College of Arts & Science
 VIJAYAWADA - 10.

[Signature]

All notices, requests, demands and other communications given or made in accordance with the provisions of this Agreement shall be in writing by letter, fax or telegram.

- 14. If any term, clause or provision of this Agreement shall be judged to be invalid for any reason whatsoever, such invalidity shall not affect the validity or operation of any other term, clause or provision of this Agreement and such invalid term clause or provision shall be deemed to have been deleted from this Agreement.
- 15. The provisions of this Agreement may not be modified, amended, nor waived, except by a written instrument duly executed by the Parties hereto. The requirement of written form can only be waived in writing.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their duly authorized representatives on the dates specified below.

Location:
Date:
on behalf of:
TATA CONSULTANCY SERVICES LTD

Location:
Date:

Sign in the box

.....
.....
Name, Designation & Signature

Sign in the box

.....
.....
Name, Designation & Signature of Faculty

Parvathani
Principal 11/7/20
Parvathani Brahma
Siddhartha College of Arts & Science
VJAYAWADA - 10.


G. Radhika

ANNEXURE – D

TERMS AND CONDITIONS FOR USAGE OF TCS MARKS

Any use of TCS or its affiliates' name, trade name, trademarks or service marks (collectively "TCS Marks") as referred to in Section IV of the MOU shall be subject to the following terms and conditions:


1. Institute acknowledges and agrees that any use of TCS Marks shall be with the prior written approval of the first proposed usage from TCS. Any different usage also shall require prior written consent TCS. Institute shall submit samples for approval at email: balanarayan.g@tcs.com. Any change in the contact for submitting samples for approval shall be intimated to Institute from time to time. All use of TCS Marks permitted by this Section shall be in accordance with TCS usage guidelines and/or instructions provided to Institute from time to time. Where such prior written approval is granted as aforesaid, TCS will grant Institute a non-transferable, non-sublicensable, royalty-free, revocable and nonexclusive permission to place or affix permitted TCS Marks belonging to TCS, on or in relation to the approved usage.
2. TCS reserves the right to withdraw such permission and consent at any time with reasonable notice entirely or in relation to particular TCS Marks or particular use, and immediately if TCS become aware of any claim by a third party that Institute use of TCS Marks infringes upon the rights of that third party. Institute acknowledges and agrees that all rights, title and interest in and to TCS Marks shall be and remain sole and exclusive property of TCS and/or its affiliates. Institute will be responsible for ensuring that the use of TCS Marks is accurate, and not misleading, defamatory, libelous, obscene, infringing or otherwise objectionable and is in compliance with the applicable laws and remains distinct and separate from text, brand marks or any other graphic elements.
3. Institute represents and warrants that they will not at any time:
 - (i) claim any right, title or interest in any of the TCS Marks;
 - (ii) register, seek to register or cause to be registered any of the TCS Marks;
 - (iii) adopt and use any trademark, trade name, business name, fictitious name, internet domain name, logo or designation that might be identical or confusingly similar to TCS Marks or TCS Marks as portion thereof;
 - (iv) attach any other trademark, trade name, logo or designation to TCS Marks or use in combination with any other design, word or words, unless such use is authorized in writing by TCS;
 - (v) use any of the TCS Marks in connection with products / services / context not contemplated herein;
 - (vi) use TCS Marks in any manner that suggests that TCS has endorsed, sponsored or certified the product, components, program or services of the other Party; or
 - (vii) use any of the TCS Marks in a manner that infringes, derogates, dilutes, or impairs rights TCS has in such Marks.
4. Institute will be fully responsible to TCS for any damages or harm caused to TCS by a breach of these terms and conditions by Institute or any of its agents, consultants or affiliates. Institute acknowledge and agree that a breach of any of its representations, warranties or agreements contained herein will result in irreparable injury to TCS and/or its affiliates for which there will be no adequate remedy at law, and TCS and/or its affiliates shall be entitled to apply for equitable relief, including injunction and specific performance, in the event of any breach or threatened breach or intended breach of these terms and conditions by Institute. Such remedies, however, shall not be deemed to be the exclusive remedies for any breach of these terms but shall be in addition to all other remedies available at law or in equity.
5. All use of TCS Marks by the Institute as permitted under these terms and conditions and goodwill therein shall inure to benefit of TCS and its affiliates. Any breach of the license/permission granted herein and/or breach of the representations and warranties will cause irreparable loss to TCS and/or its affiliates for which there may be no remedies at law.
6. Permission for Institute to use the TCS Marks under these terms and conditions is only as stated above and it is expressly understood that nothing herein shall grant to Institute any right, title, or interest in the TCS Marks or name (either alone or in association with other words or names), or any part thereof, or in any other marks adopted by TCS, or in any trademark, copyright or good will of TCS and/or its affiliates. Institute agrees upon termination or expiration of this MOU to discontinue use of TCS Marks where such use is based on any rights obtained under these terms and conditions. Any continued, further or other use of TCS Marks shall be subject to execution of separate agreement between the Parties.


Principal
Parvathaneni Brahmaya
Siddhartha College of Arts & Science
VJAYAWADA - 10.
11/7/20



7. All materials provided and/or approved by TCS under these terms and conditions (including without limitation the marks and all graphic materials and content relating to the marks) are provided "as is" and without warranty of any kind, express or implied, and TCS and/or its affiliates/licensors hereby disclaim any and all warranties, express and implied, including but not limited to any warranties of reliability, availability, title, merchantability, non-infringement, quite enjoyment or fitness for a particular purpose.

8. In no event shall TCS and/or its licensors or affiliates be liable for any direct, indirect, punitive, incidental, special, consequential damages or any damages whatsoever, including without limitation, arising out of or in any way related to the use of or inability to use, or failure to meet any duty including of good faith or of reasonable care, damages for loss of profits, revenue or business interruption, or otherwise under or in connection with any provisions of these terms and conditions regarding use of the TCS Marks, even in the event of the fault, tort (including negligence), strict liability or breach of contract, and even if TCS or any of its licensors/affiliates has been advised of the possibility of such damages.


Principal
Parvathaneni Brahmaya
Siddhartha College of Arts & Science
VJAYAWADA - 10



MEMORANDUM OF UNDERSTANDING (MoU)

BETWEEN



SRI DURGA MALLESWARA SIDDHARTHA MAHILA KALASALA

An Autonomous College in the Jurisdiction of Krishna University
Mahatma Gandhi Road, Vijayawada – 520 010, Andhra Pradesh, INDIA



Since 1975

PARVATHANENI BRAHMAYYA SIDDHARTHA COLLEGE OF ARTS & SCIENCE

Siddhartha Nagar, Vijayawada-520 010, Andhra Pradesh, INDIA

1. Parties:

This Memorandum of Understanding (hereinafter referred to as “MOU”) is made and entered into by and between the

a) Sri Durga Malleswara Siddhartha Mahila Kalasala,

An Autonomous College under the Jurisdiction of Krishna University,
Mahatma Gandhi Road, Vijayawada – 520 010, Andhra Pradesh, INDIA

And

b) Parvathaneni Brahmaya Siddhartha College of Arts & Science,

An Autonomous College under the Jurisdiction of Krishna University,
Siddhartha Nagar, Vijayawada-520 010, Andhra Pradesh, INDIA

Purpose:

The purpose of the MOU is to expose the undergraduate students to the diversified intellectual abilities to share the expertise of the faculty of both parties / Institutions for the benefit of faculty and students pursuing undergraduate programmes.

2. Terms of MOU:

This MOU is effective upon the day and date signed and will be executed by the parties from **13th June 2020 to 13th May 2025** and shall remain in full force and effect for a period of 5 years. It may be terminated, without cause, by either of the Parties upon one month written notice, which notice shall be delivered by hand or by certified mail to the address listed above.

3. Responsibilities of Parties:

The College entered into MOU shall exchange the faculty, students and with mutual at benefit Subject delivery, Training the Faculty, Hands-on experience, Curriculum Design, Research, Collaboration, Consultancy and outreach programmes are chosen fields for mutual cooperation

Scope:

- Faculty will be exchanged between two parties for the benefit of students. The faculty of one party with specialized knowledge will teach the subject to the students of the other college
- Faculty will be exchanged to conduct Faculty development programmes, Hands-on experience sessions.
- Students will be exchanged between two colleges to be exposed to the equipment available.
- The knowledge of Innovation, Technologies, Best practices and strengths will be exchanged between two colleges.

4. Limitations:

- This collaboration will be effective for five years duration. This may be extended for another five years with mutual consent.
- All disputes that arise out of this agreement shall be amicably settled between parties.


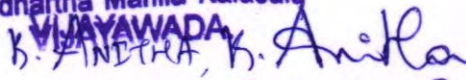
IN WITNESS WHEREOF, the undersigned have executed this Agreement as to the date first written above.

Signed by:

For and behalf of


Director
Sri Durga Malleswara
Siddhartha Mahila Kalasala
Vijayawada-10

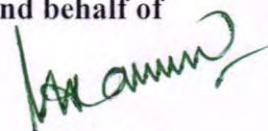
Witness:

1. 
PRINCIPAL
Sri Durga Malleswara
Siddhartha Mahila Kalasala
VIJAYAWADA
2. 
Head, Dept. of Computer Science
H.O.D
DEPT. OF COMPUTER SCIENCE
Sri Durga Malleswara
Siddhartha Mahila Kalasala
VIJAYAWADA-520 010.


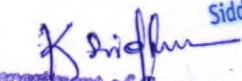
Sri Durga Malleswara Siddhartha Mahila Kalasala,
Mahatma Gandhi Road, Vijayawada – 520 010, Andhra Pradesh, INDIA

Signed by:

For and behalf of


Principal
Parvathaneni Brahmeyya
Siddhartha College of Arts & Science
VIJAYAWADA - 10.

Witness:

1. 
V. BABU RAO
Director
Parvathaneni Brahmeyya
Siddhartha College of Arts & Science
Vijayawada - 10.
2. 
Department of Computer Science
Parvathaneni Brahmeyya
Siddhartha College of Arts & Science
VIJAYAWADA - 520 010.

Parvathaneni Brahmeyya Siddhartha College of Arts & Science,
Siddhartha Nagar, Vijayawada-520 010, Andhra Pradesh, INDIA

Memorandum of Understanding
between
P.B SIDDHARTHA COLLEGE OF ARTS & SCIENCE
(Autonomous), VIJAYAWADA
and
VISION FOUNDATION, Velagaleru, Krishna Dist., AP
hereafter referred to as 'the Parties'

Seeking to provide training classes to economical backward students and job aspirants, to promote effective and qualitative education, to impart and disseminate knowledge and insight and to actively contribute to the development of respective fields at both public and private sectors.

Considering that the mission of the VISION FOUNDATION is to serve as a centre of excellence and provider of competitive skills.

Considering that the mission of **P.B SIDDHARTHA COLLEGE** is to produce knowledgeable, responsible, skilled, cultured, confident and competent citizens of India with a desire to work for the progress of the country.

Bearing in mind that the VISION FOUNDATION must maintain high discipline and values with target-orientation without confrontation and deviation from the terms and conditions of **P.B SIDDHARTHA COLLEGE** which will be the host and will provide all the necessary arrangements for the training classes to the students from April, 2020 to June, 2020, and VISION FOUNDATION will not carry out any type of promotional activities during this tenure and also the foundation will bear the expenses of the damages, if any, of the items provided.

Bearing in mind that **P.B SIDDHARTHA COLLEGE** will be the host and will provide all the necessary arrangements required for the training classes conducted by VISION FOUNDATION i.e. Class Rooms, PA System, Teaching Aids(Chalk-Board and Audio-Visual) and an office room.

The term of the MOU is for 3 years commencing from the date of the pact. The parties may extend the term of the MOU by mutual consent on such terms and conditions as may be agreed between them.

Have agreed to the aforementioned terms and conditions wholeheartedly, both FIRST AND SECOND PARTY have signed in the MoU on the date, month, year and place as mentioned below.

Place: Vijayawada

Date: 25-02-2020


GENERAL SECRETARY
VISION FOUNDATION
VISION FOUNDATION
Velagaleru, Krishna Dist., AP



25/2/2020
P.B SIDDHARTHA COLLEGE
Vijayawada
PRINCIPAL
PARVATANENI BRAHMAYYA
SIDDHARTHA COLLEGE OF ARTS & SCIENCE
VIJAYAWADA-520 010



BRP INFOTECH
PRIVATE LIMITED

BRP Infotech Pvt. Ltd.

An ISO 9001 : 2015 & ISO 14001 : 2015 Certified Co.

Date : 11th APR. 2022

S. No. : 637

UPPCB Reg.: 3154

Certificate of E-waste Destruction / Recycling

This is to certified that **BRP Infotech Private Limited**

has received E-waste material from

M/S. P. B. S. COLLEGE. D.F. ARTS & SCIENCE

SIDDHARTHA NAGAR, VIJAYWADA

Received destructed materials ware used

IT & Electronic waste of **570 KGS.**

All the received material has been processed as per the CPCB Norms

In our plant at industrial area, Masuri-Gulawati Road ,Hapur (U.P) India

By processing out of running equipment, we are doing our duty to help

Keep our environment clean & green

Invoice No- 01/21-22

COD Issued Date- 03/02/2022

Green Regards,

Binay Kumar Singh
Binay Kumar Singh
Managing Director



Form-6

[See rule 19]

E-WASTE MANIFEST

1.	Sender's name and mailing address (Including Phone No.)	P.B.S College of Arts & Science, Vijaywada.
2.	Sender's authorisation no, if applicable.	37AABTS1271J32B
3.	Manifest Document No.	Recy./ E Waste/ 3154/ UPPCB/DT. 28/06/2018 To 28/06/2023 Recy./ 226 C-1/e Waste/ Regn. 442/2019
4.	Transporter's name and address (including phone no.)	
5.	Type of vehicle	(Truck Or Tanker Or Special Vehicle)
6.	Transporter/s registration No.	
7.	Vehicle Registration No.	AP 11 Y 1258
8.	Receiver's name & Address	BRP INFOTECH PVT. LTD.
9.	Receiver's authorisation No, if applicable	Recy./ E Waste/ 3.154/ UPPCB/DT. 28/06/2018 To 28/06/2023 Recy./ 226 C-1/e Waste/ Regn. 442/2019
10.	Description Of E-Waste (Items, Weight/ Numbers)	E waste Scrap 570kgs.
11.	Name And Stamp Of Sender* (Manufacturer Or Producer Of Bulk Consumer Or Collection Center Or Refurbisher Or Dismantler): Signature :	MONTH DAY YEAR 02 - 03 + 2022
12.	Transporter Acknowledgement Of Receipt Of E-waste Name And Stamp: Signature:	MONTH DAY YEAR 02 + 03 - 2022
	Receiver* (Collection Centre Or Refurbisher Or Dismantler Or Recycler) Certification Of Receipt Of E-waste Name And Stamp: Signature:	MONTH DAY YEAR 02 + 03 - 2022



* As Applicable
Note:-

Copy Number With Colour Code (1)	Purpose (2)
Copy 1 (Yellow)	To be retained by the sender after taking signature on it from the transporter and other three copies will be carried by transporter
Copy 2 (Pink)	To be retained by the receiver after signature of the transporter.
Copy 3 (Orange)	To be retained by the transporter after taking signature of the receiver
Copy 4 (Green)	To be retained by the receiver with his/her signature to the sender

Form-6

[See rule 19]

E-WASTE MANIFEST

1.	Sender's name and mailing address (Including Phone No.)	P.B.S College of Arts & Science, Vijaywada.
2.	Sender's authorisation no, if applicable.	37AABTS1971J32B
3.	Manifest Document No.	Recy./ E Waste/ 3154/ UPPCB/DT. 28/06/2018 To 28/06/2023 Recy./ 226 C-1/e Waste/ Regn. 442/2019
4.	Transporter's name and address (including phone no.)	
5.	Type of vehicle	(Truck Or Tanker Or Special Vehicle)
6.	Transporter/s registration No.	
7.	Vehicle Registration No.	AP 11 V 1958
8.	Receiver's name & Address	BRP INFOTECH PVT. LTD.
9.	Receiver's authorisation No, if applicable	Recy./ E Waste/ 3.154/ UPPCB/DT. 28/06/2018 To 28/06/2023 Recy./ 226 C-1/e Waste/ Regn. 442/2019
10.	Description Of E-Waste (Items, Weight/ Numbers)	E waste Scrap 570kgs
11.	Name And Stamp Of Sender* (Manufacturer Or Producer Of Bulk Consumer Or Collection Center Or Refurbisher Or Dismantler): Signature :	MONTH DAY YEAR 02 - 02 - 2022
12.	Transporter Acknowledgement Of Receipt Of E-waste Name And Stamp: Signature:	MONTH DAY YEAR 02 - 02 - 2022
	Receiver* (Collection Centre Or Refurbisher Or Dismantler Or Recycler) Certification Of Receipt Of E-waste Name And Stamp: Signature:	MONTH DAY YEAR 02 - 02 - 2022

* As Applicable
Note:-

Copy Number With Colour Code (1)	Purpose (2)
Copy 1 (Yellow)	To be retained by the sender after taking signature on it from the transporter and other three copies will be carried by transporter
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Copy 3 (Orange)	To be retained by the transporter after taking signature of the receiver
Copy 4 (Green)	To be retained by the receiver with his/her signature to the sender

MEMORANDUM OF UNDERSTANDING



Between

Parvathaneni Brahmaya
Siddhartha College of Arts & Science
Siddhartha Nagar, Moghalrajapuram,
Vijayawada, Andhra Pradesh 520010.



And

TUP Make ProSol Pvt. Ltd.,
(A TUP Company)

Major Scope has been in action in prior to the agreement itself *since 25 October 2017*. This agreement is entered into on 15 of March, 2018 between:

1. Parvathaneni Brahmayya Siddhartha College of Arts & Science, Siddhartha Nagar, Moghalrajapuram, Vijayawada, Andhra Pradesh 520010 (hereinafter referred to as P B SIDDHARTHA COLLEGE OF ARTS & SCIENCE).
2. TUP Make ProSol Pvt. Ltd., Brigade MetroPolis, Bangalore ,Karnataka 560048. (A TUP Company). (Hereinafter referred to as MPS).

each of the above individually referred to as a "Party" and collectively the "Parties".

Whereas

1. **P B SIDDHARTHA COLLEGE OF ARTS AND SCIENCE** with a fair intent of nurturing training in collaboration with **MAKE PROSOL PVT. LTD., (A TUP COMPANY)** will run Learning Training center at P B SIDDHARTHA COLLEGE OF ARTS & SCIENCE to begin with we agree to renew the MOU with next academic secession this Contract is valid till June 5th 2018.

2. Scope

- This facility will be used only for Project Based Learning Training (PBLT) given to selected candidate of the college department.
- This training is on the guidelines of Final Semester Projects of Masters students. Selected students can make use of this training for their projects.
- Any Faculty can join the training but for better management of training we will have the Faculty-Participants in advance.
- The Training Mentor /Teachers will be from MPS Project team and will be managed by MPS
- On availability basis if possible college may provide the Accommodation (Only) for Project Trainer
- In Any scenario P B Siddhartha college of Arts and science shall not pay any money to The MPS Trainer/employee directly or indirectly.
- However College will look for possibilities to allow students from other institutions from next academic session/next MOU Year.

3. Limitation

- Only MPS Selected Candidates are part of This Training.

- All Faculties are by default part of this training they can join this training any point of time.

4. *Exceptions*

Top 10-15 Brilliant Students who are not selected by MPS may also are allowed for this training only on approval by college.

5. *Exit*

APIS retains the right to exit from this obligation without assigning any reasons but with 30 days notice and without any financial commitment.

6. *Counterparts*

This Agreement may be executed in two counterparts each and each of which when so executed shall be an original, but all such counterparts shall together constitute one and the same instrument.

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

Signed by:

Dr.M.Ramesh (Principal)

Principal
For and behalf of
Siddhartha College of Arts & Science

P B SIDDHARTHA COLLEGE OF ARTS & SCIENCE



Witness:

1.

2.

Signed by:

Deepak Gupta

For and behalf of

TUP MAKE PROSOL PVT. LTD.,

Witness:

1.

2.

Signed by:

15th Mar 2018

CERTIPOINT AUTHORIZED TEST CENTER™ AGREEMENT

This CATC™ AGREEMENT (the “Agreement”), is entered into as of the last date indicated below (the “Effective Date”), by and between Certiport®, a business of NCS Pearson, Inc., a corporation organized under the laws of the State of Minnesota, United States of America, having its principal offices at 5601 Green Valley Drive, Bloomington, Minnesota, 55437 (“Certiport”), and

Parvathaneni Brahmayya Siddhartha college of Arts & Science

having its principal offices at

**P.B. Siddhartha college of Arts & Science, Siddhartha nagar, Moghalrajapuram,
Vijayawada 520010, India**

(“Company” or “Licensee”) recognized hereinafter as a “CATC™.”

WHEREAS, Certiport is an independent provider of educational, assessment and certification programs and related products and services; and

WHEREAS, Company owns and operates a testing center with facilities that meet Certiport’s testing center technical requirements, as well as the CATC™ Guidelines, Policies, and Procedures described in Exhibit A and Company desires to have its facility recognized and appointed by Certiport as a “CATC™” in the Territory and/or Sector(s) as described in Exhibit B;

NOW, THEREFORE, the parties agree as follows:

1. **Definitions.** The following terms shall have the following meanings for the purpose of this Agreement:
 - 1.1. “Assessment Exam” means any test that is intended to measure the skill, knowledge, intelligence, capacity or aptitude of the Examinee with respect to the subject matter thereof.
 - 1.2. “CATC™” means Certiport Authorized Test Center, a party authorized pursuant to a license granted by Certiport to act as a testing center under the name “CATC™” to administer the Certiport Pathway Solutions and Methods.
 - 1.3. “CATC™ Policies, Guidelines and Procedures” or “the Guidelines” are minimum standards that Certiport requires all CATC™s meet and which are designed to ensure that Examinees are afforded the best possible training and examination environment, as further described in Exhibit A.
 - 1.4. “CATC™ Requirements” means minimum technical standards required by Certiport to be possessed by CATC™s in order to ensure an appropriate and effective education and testing environment for Examinees. Certiport reserves the right to change the CATC™ Requirements, set forth at the www.certiport.com under Support Center.
 - 1.5. “Certification Exam” means a proctored certification examination intended, if passed, to attest to the competence of the Examinee with respect to the subject matter thereof.
 - 1.6. “Certiport Authorized Distributor” or “Distributor” means Certiport Authorized Resellers and/or Certiport Authorized Solution Providers.

- 1.7. “Certiport Authorized Reseller” means a company that meets the criteria for country-level sales, and marketing of Certiport Pathway Solutions & Methods to customers.
- 1.8. “Certiport Authorized Solution Provider” means a company that meets the criteria for country-level sales, marketing, training and support of Certiport Pathway Solutions & Methods to customers.
- 1.9. “Certiport Authorized Test Center Agreement” means the agreement between Certiport and a CATC™ authorizing the CATC™ to administer and deliver Assessment Exams and Certification Exams using the “CATC™” name.
- 1.10. “Certiport Exam Proctor” or “Proctor” means an individual who shall be trained by the CATC™ to be responsible for ensuring that Exams are conducted according to Certiport’s standards.
- 1.11. “Certiport Pathway Solutions & Methods” or “Pathway Solutions & Methods” means the Certiport Products and Services as well as the training materials, systems training, operation and installation methodologies related to the Programs and/or Certiport Products and Services.
- 1.12. “Certiport Products and Services” or “Products or Services” means the Training Materials, the Certification Exams, the Assessment Exams, the Practice Tests, and related products and services developed or distributed by Certiport from time to time.
- 1.13. “Certiport Technology” is defined as, without limitation, all intellectual property including patents, trademarks, media, software, business plans or methods, customer lists, Training Materials and Certiport Products and Services developed and owned or licensed by Certiport. As between the parties, Certiport has and shall retain exclusive ownership of all rights, title and interest in and to Certiport Technology. To the extent that Company may be deemed to have any ownership interest in or to the Certiport Technology, Company hereby assigns and transfers to Certiport all such rights, title and interest that Company may have in such materials. Company acknowledges and agrees that it does not have any right, title or interest, and will not claim any, in or to the Certiport Technology or any derivative work based thereon, and that this Agreement does not create or vest in it any right, title or interest in the Certiport Technology, or any derivative work based thereon. Certiport expressly reserves all rights in the Certiport Technology not expressly granted to Company in this Agreement.
- 1.14. “Data Processor” means Certiport and Company.
- 1.15. “Dispute” has the meaning set forth in Section 18.
- 1.16. “Effective Date” means the date set forth in the first paragraph above.
- 1.17. “Exam Expiration Date” means the last date on which an Exam within a particular Program may be administered by a CATC™.
- 1.18. “Examinee” means the end user of the Certiport Pathway Solutions & Methods.
- 1.19. “Exams” means Certification Exam(s) and/or Assessment Exam(s).
- 1.20. “Personal Data or Examinee Personal Data” means any information relating to an identified or identifiable Examinee.
- 1.21. “Practice Tests” means Certiport-owned or licensed products that prepare Examinees for Certification Exams by simulating the look, feel, timing and scoring of Certification Exams.
- 1.22. “Processing” means any operation or set of operations which is performed upon Examinee Personal Data, whether or not by automatic means, such as collection, use, recording, organization, storage, retrieval, or disclosure by transmission, (“Process”, “Processes” and “Processed” shall have the same meaning).

- 1.23. “Programs” means the Certification Exam and/or Assessment Exam product groupings that Company has elected to participate in through Certiport’s internet application process.
 - 1.24. “Program Sponsors” or “Data Controller” means any company or organization which Certiport represents, including Certiport itself, for the purposes of developing and/or selling Certiport Products and Services. Program Sponsors or Data Controllers are the organizations that determine the purpose and means of the Processing of Examinee Personal Data and have established certain levels of education, training and/or testing experience necessary to qualify for a specified certification and who have contracted with Certiport to provide electronic testing services to Examinees who are seeking to demonstrate those qualifications. In addition Certiport delivers computer based Exams on behalf of itself and may from time to time be the Program Sponsor or Data Controller and a Data Processor.
 - 1.25. “Renewal Term” has the meaning set forth in Section 2.
 - 1.26. “Sector” means the market sectors described in Exhibit B attached thereto and hereby incorporated by this reference.
 - 1.27. “Software” means all software provided by Certiport to the Certiport Authorized Distributor, or to CATC™s™ in the Territory, including without limitation, Certiport iQSystem™, Certification Pathways System, and other software related to the delivery and administration of Certiport Products and Services.
 - 1.28. “Support Staff” has the meaning set forth in Section 7.
 - 1.29. “Territory” means the geographic area described in Exhibit B attached hereto and hereby incorporated by this reference.
 - 1.30. “Training Materials” means any materials in electronic or paper format used for either teaching Examinees the skills covered in Certiport Products and Services, or for training CATC™ employees how to effectively use and incorporate Certiport Pathway Solutions & Methods.
 - 1.31. “Data Incident” The loss of, or attempted or successful unauthorized access, use, disclosure, modification, or destruction of, any Examinee Personal Data, other Certiport materials, or any information system that hosts or otherwise processes Examinee Personal Data.
2. **Term**. The term of this Agreement (“Term”) will commence on the Effective Date and will expire one (1) year after the Effective Date, unless terminated earlier as provided in this Agreement. Following the initial Term, this Agreement will automatically renew on the same terms and conditions for successive periods of one (1) year each (“Renewal Term”), unless terminated earlier as provided in this Agreement. Nothing in this Agreement shall be interpreted as requiring either party to renew or extend this Agreement.
 3. **License**. Certiport hereby grants to Company a limited, non-exclusive, non-transferable, non-sublicenseable, non-assignable license and right to hold itself out to the general public as a CATC™, subject to the terms and conditions of this Agreement. Company agrees to, in all instances, abide by the terms of Certiport’s Branding Guidelines attached hereto as Exhibit C, and in the event that certain Program Sponsors require Company to do so, Company agrees to execute and abide by that Program Sponsor’s logo license agreement.
 4. **No Authority of Company**. This Agreement does not constitute and shall not be construed as constituting a partnership, franchise, agency or joint venture between Company and Certiport. No party shall have any right to obligate or bind the other party in any manner whatsoever. All

personnel of Company, including full and part-time employees and independent contractors, are and shall be considered employees or agents of Company, as applicable. Company assumes sole and full responsibility for their acts and omissions as such acts and omissions may impact Certiport. Company shall at all times during the term of this Agreement maintain such supervision, direction and control over its personnel and shall be solely responsible for the payment to its personnel of the salaries and other compensation and matters relating thereto (including, if applicable, the withholding and/or payment of all Federal, State and local income, unemployment, social security and other payroll taxes), workers' compensation, disability benefits and all other additional legal requirements of like nature applicable to such personnel.

5. **Duties of Company.**

- 5.1. **General Business Conduct.** Company agrees to conduct business in a manner that reflects favorably at all times on the Certiport Products and Services and the reputation of Certiport and, in connection therewith, not to engage in deceptive, misleading, illegal, or unethical conduct that is or might be detrimental to Certiport or to the Products or Services. Should Company fail to abide by the Guidelines, and/or engage in conduct that reflects unfavorably upon and threatens the name, goodwill, reputation or image of Certiport or any of its affiliates, such conduct shall constitute a breach and shall entitle Certiport to terminate this Agreement pursuant to Section 16.1.
- 5.2. **Territory and Sector Restrictions.** Company understands and agrees that it shall serve only the Territory and Sectors(s) referenced in Exhibit B and no other without the prior written consent of Certiport. Breach of this provision shall entitle Certiport to terminate this Agreement pursuant to Section 16.1.
- 5.3. **Compliance with CATC™ Policies.** Company understands and agrees that it must meet the standards set forth in "CATC™ Policies, Guidelines and Procedures" attached hereto as Exhibit A and incorporated herein by reference. Company understands that the Guidelines are designed by Certiport to ensure an appropriate environment for delivery of the Certiport Products and Services and to protect the reputation of Certiport, and Company's agreement to obey the Guidelines is a material inducement to Certiport to enter into this Agreement with Company. Company understands and agrees that Certiport has the right, in its sole discretion, to amend the Guidelines from time to time and shall inform Company of any changes via email. Company's failure to comply with the Guidelines shall entitle Certiport to terminate this Agreement pursuant to Section 16.1.
- 5.4. **Initial Purchase Requirement.** Within thirty (30) days after the Effective Date of this Agreement, Company must purchase a minimum of ten (10) Exams. Purchases may be made from Certiport, or Company's designated Certiport Authorized Distributor. Failure of Company to satisfy this initial purchase requirement within thirty (30) days from execution shall result in a termination by Certiport of this Agreement but shall not relieve Company of its obligation to pay Certiport for all Exams purchased prior to termination. Notwithstanding the foregoing, no initial purchase requirement is required for U.S. federal, state and local government entities.

- 5.5. Subsequent Purchase(s). After satisfying its initial purchase requirement, Company may purchase additional Certiport Products and Services directly from Certiport, or Company's designated Certiport Authorized Distributor. In order to remain an active CATC, Company agrees to make an annual minimum purchase of ten (10) Exams. Once purchased, Company is not entitled to a refund of the purchase price of any Exam. Notwithstanding the foregoing, no annual minimum purchase requirement is required for U.S. federal, state and local government entities.
- 5.6. Order Procedure, Price, Payment. Company shall purchase Certiport Products and Services only from Certiport via the Certiport web portal, or if the Certiport web portal is not accessible, by telephone or by email; or from Company's designated Certiport Authorized Distributor recognized by Certiport as operating within the territory and/or sector(s) in which Company operates.
- 5.6.1. Price. The price for all Certiport Products and Services shall be as stated on the Certiport web portal. Certiport may modify, in its sole discretion, pricing of Certiport Products and Services upon thirty (30) days' advance notice to Company.
- 5.6.2. Payment Terms. When ordering from Certiport directly, Company shall pay for Certiport Products and Services by authorizing Certiport to charge a credit card of Company, or by wire transfer of funds to a bank selected by Certiport. Company shall pay the purchase price for Certiport Products and Services in U.S. Dollars. Company shall pay for all Certiport Products and Services upon purchase, unless Certiport, in its sole discretion, has granted other payment terms to Company. If Company fails to pay said amounts when due, Company shall pay to Certiport a late fee equal to two percent (2%) per month of the unpaid amount. Certiport may deny Company access to Certiport Products and Services for which payment is past due whether purchased from Certiport, or Company's designated Certiport Authorized Distributor.
- 5.7. Identification. In all materials generated and published by the Company to market Certiport Products and Services, and in all physical locations used by Company to deliver Certiport Services, Company agrees to identify itself as a "CATC™" with clarity and in accordance with the reasonable instructions of Certiport, and abiding by all logo usage provisions of this Agreement, as amended by Exhibit C hereto. Locations and publications as referenced herein include but are not limited to: commercial listings, directories, stationery, collateral, websites, business cards, advertisements, and office facilities.
- 5.8. Organizational Summary. Within the first two weeks of each calendar quarter, and immediately upon responsible party contact changes, Company shall update any organizational and contact details that may have changed and which include, but are not limited to: corporate name, corporate owners, address, main telephone number, website URL, iQcenter administrator, IT manager, marketing manager, sales manager, Certified Professional Instructor, or Authorized Instructor, and any additional relevant employee names and their responsibilities as appropriate. (The complete set of required organizational data is found on the Certiport website under the "Contacts" sub-tab found in the "Org Profile" tab while logged in using the Organization Administrator role.) Furthermore, Company agrees to add the contact details of new full-time employees who

will be organizational contact points to Company's organizational details on the Certiport website upon their hire.

6. **Promotional Material; Advertising.** Company agrees to use, in advertising and promoting the Certiport Products and Services, only those materials approved by Certiport in compliance with Program Sponsor marketing and logo usage guidelines. Should Company wish to use Program Sponsor logos, Company shall notify Certiport and shall sign the Logo License Agreement provided by Program Sponsor prior to using any such logos. Company warrants that it will not use Program Sponsor Logo's without first executing a logo license agreement. Failure to abide by these terms will constitute a breach and result in termination as set forth in Section 16.1.
7. **Support Functions.** Company agrees to ensure that personnel having appropriate skills ("Support Staff") are provided to fulfill Company's duties hereunder. Support Staff may include employees of Company and/or independent contractors of Company. In particular:
 - 7.1. Certiport Systems Administrator. Company agrees, when the resource to train individuals in the Company's primary local language is made available by Certiport, to have at least one Certiport System Administrator trained and certified in the primary local language of the Territory in which the CATC™ is located. The Certiport System Administrator certification can be obtained by passing the Certiport System Administrator Exam found at www.certiport.com.
 - 7.2. Certiport Exam Proctor. Company agrees, when the resource to train individuals in the Company's primary local language is made available by Certiport, to have at least one Certiport Exam Proctor trained and certified in the primary local language of the Territory in which the CATC™ is located. The Certiport Exam Proctor certification can be obtained by passing the Certiport Proctor Exam found at www.certiport.com.
 - 7.3. CATC™ Support. Company agrees to maintain Support Staff that is competent to answer and to use its best efforts to answer, all inquiries from Examinees regarding the Software and/or Certiport Products and Services.
 - 7.4. Advice to Certiport. Company agrees to advise and escalate to Certiport promptly concerns about any material information that may come to Company's attention regarding the Certiport Products and Services, including without limitation, charges, complaints, or claims by Examinees and others about the Software and/or Certiport Products and Services.
 - 7.5. Parental Consent Form. Before allowing an Examinee under the age of 18 to register and take an Exam, Company shall require the parent/legal guardian of the Examinee to complete and sign a Parental Consent Form. Completed Parental Consent Forms must be retained by Company and made available to Certiport upon request. The parental consent form can be found at www.certiport.com by selecting "Exam Policies" under the "Testing Centers" menu item and then selecting the link for "Parental Consent Form".

8. **Processing of Examinee Personal Information.** Certiport and Company have agreed to the following requirements for the processing of Examinee Personal Data in order to adduce adequate safeguards with respect to the protection of privacy and fundamental rights and freedoms of individuals for the transfer of Examinee Personal Data by the Company to Certiport and for the transfer of Examinee Personal Data by Certiport to the Company.

8.1. Company agrees and warrants:

- i. On behalf of the Program Sponsor and Certiport (when acting in the capacity as the Program Sponsor), Certiport instructs Company to process Examinee Personal Data (as applicable) for the purposes of (a) Examinee test registration and scheduling, and (b) transmission of Examinee Personal Data to Certiport. Such processing shall continue for the duration of the CATC Agreement. Types of Examinee Personal Data may include Examinee name, address, identification, test scores; and all other Examinee Personal Data as directed by Certiport.
- ii. Company will process the Examinee Personal Data only on behalf of Certiport and its Program Sponsors in compliance with Certiport's instructions and as set forth in this Agreement; if Company cannot comply for whatever reasons, Company agrees to promptly inform Certiport of its inability to comply, in which case Certiport may suspend all Services provided by Company.
- iii. Company confirms that it has no reason to believe that it is prevented, for any reason, from fulfilling its obligations under the Agreement. In the event that Company becomes aware that it is prevented from fulfilling its obligations under the Agreement, Company will promptly notify Certiport, and Certiport may have the right to immediately suspend all Services being provided by Company and Certiport may, in its sole discretion, terminate this Agreement.
- iv. Notwithstanding anything in the Agreement, Company confirms that it has implemented and will maintain appropriate organizational, administrative, physical, and technical security measures (collectively "technical and organizational security measures") for the protection of Examinees Personal Data against accidental or unlawful destruction or accidental loss, alteration, unauthorized disclosure or access and against all other unlawful forms of processing. Such implementation shall include privacy policies that are consistent with, and no less restrictive and protective of personal data than the principles and policies set forth in the Pearson VUE Privacy and Cookies Policy posted at <http://www.pearsonvue.com/legal/privacy>, as such Pearson policy may be amended by Pearson from time to time. In addition, for Exams delivered in the United States, Company shall comply with the Student Privacy Pledge in delivery of Certiport Exams.

v. Company shall ensure that all Company personnel authorized to Process Examinee Personal Data are obligated to keep Examinee Personal Data confidential.

vi. To work in good faith and respond properly to all inquiries from Certiport relating to Company's processing of Examinee Personal Data subject to the transfer and to abide by the advice of the supervisory authority with regard to the processing of the Examinee Personal Data transferred.

vii. Company understands, acknowledges, and agrees that Examinees will be entitled to take action, against Company, as limited to Company's own processing activities, and to receive compensation from Company arising out of (i) a breach by Company due to Company's violation for not complying with instructions received by Company from Certiport, (ii) Company's violation of applicable international and data protection laws; (iii) failure by Company to implement or maintain technical and organizational security measures as described in the Agreement; (iv) failure by Company to promptly notify Certiport about any legally binding request for disclosure of Personal Data by law enforcement unless otherwise prohibited, such as a prohibition under criminal law to preserve the confidentiality of a law enforcement investigation; (v) any accidental or unauthorized access to Examinee Personal Data; and (vi) failure by Company to disclose promptly to Certiport a request received directly from an Examinee, unless Company has been otherwise authorized to handle (collectively "third party beneficiary rights").

viii. The Company agrees that if the Examinee invokes against it third-party beneficiary rights and/or claims compensation for damages under the Agreement, the Company will accept the decision of the Examinee: (a) to refer the dispute to mediation, by an independent person or, where applicable, by the supervisory authority; (b) to refer the dispute to the courts in the jurisdiction in which the Program Sponsor or Certiport (in the role of the Program Sponsor) is established. The parties agree that the choice made by the Examinee will not prejudice its substantive or procedural rights to seek remedies in accordance with other provisions of national or international law.

ix. Where requested, the Company shall provide assistance as requested by Certiport and the Program Sponsor in connection with this Agreement, including but not limited to notifying the appropriate parties of an Examinee Personal Data breach, or, carrying out a data protection impact assessment.

x. The parties agree that on the termination of its data-processing services, the Company shall, at the choice of the Certiport, return, if any, all Examinee Personal Data transferred and any and all copies thereof to Certiport or Company shall destroy all of the Examinee Personal Data and certify to Certiport that it has done so, unless legislation imposed upon Company prevents it from returning or destroying all or part of the Examinee Personal Data transferred. In that case, the

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Company warrants that it will guarantee the confidentiality of the Examinee Personal Data transferred and will not actively process Examinee Personal Data transferred anymore.

xi. The Company shall provide all reasonable and timely assistance (including by appropriate technical and organisational measures) to Certiport (at its own expense) to enable Certiport to respond to:

i. any request from a data subject to exercise any of its rights under any applicable data protection laws (including its rights of access, correction, objection, erasure, and data portability, as applicable); and

ii. any other correspondence, inquiry or complaint received from a data subject, regulator or other third party in connection with the processing of the Examinee Personal Data.

In the event that any such request, correspondence, inquiry or complaint is made directly to the Company, the Company shall promptly inform Certiport providing full details of the same;

xii. The Company shall comply with all applicable data privacy and data protection laws (including but not limited to the EU General Data Protection Regulation) relating to Company's obligations under the Agreement.

xiii. Notify Certiport immediately of any Data Incident or any other breach of the requirements herein, including details regarding the measures Company has taken to promptly remedy the breach and any further information and support that Certiport may reasonably require. Company shall further take all such measures and actions as are necessary to remedy or mitigate the effects of the Data Incident and shall keep Certiport up-to-date about all developments in connection with the Data Incident.

xiv. Certiport adheres to the principles of the EU-U.S. Privacy Shield Framework as written by the U.S. Department of Commerce and Certiport complies with the U.S. Department of Commerce Swiss-U.S. Privacy Shield Framework principles. In addition, Company agrees to follow the principles of the EU-U.S. Privacy Shield Framework and the Swiss-U.S. Privacy Shield Framework principles.

9. **Compliance with Law**. Company agrees:

i. to conduct its business operations in accordance with all applicable United States and local laws and regulations, including without limitation the U.S. Foreign Corrupt Practices Act, 15 U.S.C. §§ 78dd-1, et seq., any local laws, and the United Kingdom Bribery Act.

ii. it shall (a) conduct business in conformance with sound ethical standards of

integrity and honesty; (b) conduct business in such a way as to not give the appearance of impropriety, even when the behavior or activity is in compliance with the law; (c) not achieve business results by illegal acts or unethical conduct; (d) prohibit Company's Support Staff and other employees, agents and subcontractors from offering, paying or authorizing financial, and/or any other item of value or other advantage to be given to any official or employee of any government or political party, political candidates, employees of government enterprises or any other person or entity, with knowledge or a reason to believe that such payment or promise to pay will be made to any government official (each, an Official) for the purposes of (i) obtaining an improper business advantage; (ii) influencing such Official to take, or not to take, any action or decision; or (iii) inducing such Official to use his or her influence to affect any act or decision of a government.

iii. it will not improperly influence, directly or indirectly, the sale of Certiport Products and Services by payments or other actions contrary to law or regulation.

iv. that no government official who is a principal, owner, officer, employee or agent of any entity in which Company has an interest will be involved in or used to influence the sale or purchase of the Certiport Products and Services, and no government official has any financial interest in the sale or purchase of the Certiport Products and Services.

v. to provide employees and any contracted individuals engaged by Company with a work environment free of coercion and harassment.

vi. to comply with the Export Administration Act which: (a) requires a license from the United States government prior to export or re-export of any materials, product or technical information; (b) requires compliance with destination restrictions; and (c) prohibits certain acts in furtherance of foreign boycotts.

vii. to comply with all applicable laws, regulations and standards (including but not limited to the United States Office of Foreign Asset Control ("OFAC") regulations, Specially Designated Nationals or Blocked Persons ("SDN") list or similar federal, state or other countries legislation on international trade law, and the Americans with Disabilities Act or similar federal, state or other countries disability or human rights laws).

In the event of any demonstrable breach by Company of any of its representations, warranties, or provisions of Section 9, Certiport may, in its sole discretion in addition to any other remedy provided herein or otherwise provided by law, immediately terminate this Agreement without notice or indemnity and in such event, Company shall forever forfeit all rights to all fees and commissions which shall accrue and/or have been earned but which have not been paid as of the date of such termination.

10. **Competition; Circumvention.** During the term of this Agreement, and for six (6) months after this Agreement is terminated, Company agrees that it will not, directly or indirectly, develop, administer, sell or license products or services that compete with the Certiport Products and Services to any person or entity for any purpose, in the Territory and Sector described in Exhibit B. Further, during the term of this Agreement and for six (6) months thereafter, Company agrees that it will not, directly or indirectly, buy or lease, as the case may be, any products or services that are the same as or similar to the Certiport Products and Services, from any of the Program Sponsors or third-party vendors for which Certiport provides the Certiport Products and Services to Company pursuant to this Agreement, and will take no action, whether directly or indirectly, by any medium of contact whatsoever, to circumvent or interfere in any manner with any relationship, opportunity or advantage that Certiport may have established with the Program Sponsors or third-party vendors, or interfere in any manner whatsoever with the business of Certiport.
11. **No Purchase or Sales Outside Territory or Sector(s).** Company shall not purchase or sell Products or Services outside the Territory, or Sector(s) specified in Exhibit B as described in Section 5.2 above.
12. **License of Software.** Certiport hereby grants to Company a limited, non-transferable, non-exclusive, license to use the Software for the sole purpose of operating its CATC™ in accordance with this Agreement. Company shall, upon expiration or termination of this Agreement, promptly return or destroy all copies of the Software and all related documentation in its possession.
13. **Protection of Certiport Technology.** Company shall not, re-engineer, reverse engineer, or manipulate in any way, Certiport Technology without express prior written permission from Certiport. Company shall not provide access to Certiport Technology to any other party for the purposes of re-engineering, reverse engineering, copying or manipulation in any manner. Other than as licensed herein, Certiport shall retain all right, title and interest to Certiport Technology and any modification, enhancement, localization or extension of the Certiport Technology developed by Company during the term of this Agreement. Certiport hereby prohibits Company from disassembling, reproducing, modifying, or creating derivative works based on the Certiport Technology. Company shall not be entitled to use Certiport Technology for internal purposes except as specifically permitted by this Agreement. Certiport also prohibits sublicensing or assigning the rights of the Certiport Technology without the written

consent from Certiport. Any violation of this Section 13 shall constitute a breach of this Agreement and result in termination pursuant to Section 16.1

14. **Limited Warranty; Limited Remedies.** Certiport makes no warranty concerning the Software or the Certiport Products and Services or any other services or goods provided under this Agreement, and Certiport hereby disclaims all implied warranties with respect thereto, including without limitation any implied warranty of merchantability, fitness for a particular purpose or non-infringement. Certiport shall not be liable to the Company for any indirect, incidental, or consequential damages or damages from lost profits or lost use, even if Certiport is advised as to the prospect of the same. Further, Certiport shall not be liable to Company for any damages arising out of a breach of this Agreement for any amount greater than the average monthly amount paid during the term hereof to Certiport by Company.
15. **Ownership, Use, and Protection of Examination Data.** As between Certiport and its Program Sponsors and Company, Certiport and its Program Sponsors shall be the sole owners of all results of all Certification Exams and Assessment Exams, all data regarding Examinees and all compilations of the foregoing, and Company shall not have any interest therein. Company shall, at the request of Certiport, surrender to Certiport any such results and information. Company shall not use any such results, data or compilations, or disclose the same, for any purpose. Company shall also be responsible for protection of Examinee's personal data and Certiport specifically disclaims any liability for breaches of Company's obligations to protect such personal data. Certiport suggests that Company not request that Examinees provide Company with national identity numbers (such as Social Security numbers) but instead create unique identifying numbers for Examinees

16. **Termination.**

16.1. **By Either Party for Breach.** This Agreement may be terminated for cause at any time, without limiting any party's other rights or remedies, upon written notice identifying with specificity the cause if either party commits a breach of this Agreement and if such breach continues un-remedied for a period of ten (10) days after receipt by the other party of written notice thereof. Within three (3) days after receipt of a written notice to cure a breach, the breaching party must provide non-breaching party with a written detailed response that identifies how the breaching party will cure the breach within the ten (10) day time frame provided above. Should the breaching party fail to provide the written response within three (3) days as is required; the non-breaching party shall have the right to immediately terminate this Agreement. Further, this Agreement may be terminated if either party: (i) has a receiver appointed for itself or its property; (ii) makes an assignment for the benefit of its creditors; (iii) any proceedings are commenced by, for or against either party under any bankruptcy, insolvency or debtor's relief law seeking a reorganization of such party's debts and such proceedings are not dismissed within ninety (90) days of their commencement; or (iv) either party is liquidated or dissolved.

16.2. **By Certiport.** Certiport may terminate this Agreement at any time, on thirty (30) days' written notice to Company. In addition, Certiport may, upon written notice to Company, terminate or alter this Agreement at any time as to any Products or Services, if

any agreement between Certiport and any third party relating to the Certiport Products and Services is terminated, substantially changed, or modified.

16.3. Duties of Company upon Termination. Upon termination, Company shall immediately cease holding itself out as a CATC™, stop administering any Exams, remove all references to images and logos representing or relating to Certiport or to the Certiport Products and Services from any Company website, printed material, or retail storefront operated by Company. Further, if prior to termination Certiport has, pursuant to Section 5.6.2, granted payment terms to Company which permitted Company to avoid paying for the Certiport Products and Services at the time of ordering, all payments due to Certiport from Company shall immediately become due and payable and shall be subject to the late payment provisions contained in Section 5.6.2.

17. **Suspension / Deactivation.** If Certiport determines, or has a reasonable basis to believe that Company, or its representatives, have committed or permitted misconduct or failed to comply with responsibilities, specifications, technical specifications, or other requirements in this Agreement or the Guidelines, Certiport may suspend testing, account access and Company's status as a CATC until it is resolved to Certiport's satisfaction.

18. **Disputes.**

18.1. Arbitration. If the parties fail to resolve any dispute, controversy, or claim between them arising out of, relating to, or concerning, this Agreement (a "Dispute") within forty-five (45) days after one party notifies the other that a Dispute exists, then such Dispute shall be settled exclusively by final and binding arbitration in the State of Minnesota, U.S.A., which arbitration may be initiated at the request of either party. The arbitration shall be conducted in accordance with the commercial rules of the American Arbitration Association. There shall be three (3) arbitrators, one selected by each party, and a third arbitrator selected by the first two arbitrators. The arbitration panel shall have no authority to award punitive or exemplary damages and the parties expressly waive their rights to any such damages. Notwithstanding the foregoing provisions, neither party shall be precluded from applying to a court of competent jurisdiction for a temporary restraining order, a preliminary injunction or other equitable relief to preserve the status quo or prevent irreparable harm pending the issuance of a ruling by the panel of arbitrators. The written decision of the majority of the three (3) arbitrators shall be binding on both parties. The resulting arbitration award may be enforced by all lawful remedies, including, without limitation, injunctive or other equitable relief, in any court of competent jurisdiction and the agreement of the parties with respect to the arbitration of claims, controversies, or disputes under this contract is stipulated to be specifically enforceable under the provisions of the 1958 U.N. Convention of the Recognition and Enforcement of Foreign Arbitral Awards, to which the parties agree to be bound.

18.2. Timing. The parties are desirous of avoiding expensive and time-consuming proceedings, and desire that the entire process of arbitration, including issuance of award, be completed within ninety (90) days from receipt of request for arbitration. However,

failure by the arbitrators to issue an award within the ninety (90) day time period shall not deprive the arbitrators of jurisdiction over the Dispute.

18.3. Expenses. Each party agrees to bear its own expenses and an equal share of the expenses of the arbitrators and the fees of the body administering the arbitration.

18.4. Awards. Any award rendered in such arbitration proceedings shall be payable in U.S. dollars, and judgment upon such award may be entered in any court of competent jurisdiction, or application may be made to any such court for a judicial acceptance of the award and an order of enforcement as the case may be, and may be payable to the winning party, at its option, in cash, by way of an offset against the winning party's accrued but unpaid royalties, fees, or dividend under any agreement with the losing party, or by any combination of the above.

19. **Confidentiality**. Company acknowledges and agrees that: (a) confidentiality and security of Exams, exhibits and other materials related to Exams, and other materials related to Program Sponsor's standards, requirements and testing is highly confidential to Program Sponsor and to Certiport; and (b) information and data identifying or describing Examinees, Examinees' scores and performance, Examinees' participation in testing and other information relating to each Examinee is private, confidential information of Examinee and is highly confidential to Examinee, Program Sponsor and Certiport; and (c) the Software, applications, Exam files, manuals, CATC materials and related materials in any medium provided by Certiport are private and confidential business information of Certiport, and accordingly, Company will scrupulously maintain the security of the Exams, testing information and Examinee data and information described in (a) and (b) above, and will undertake all necessary and appropriate efforts, but never less than reasonable care, to protect the confidentiality of all of the information and materials described in this Section and to prevent any unauthorized use or disclosure. Confidential information also includes other information that should reasonably have been understood because of legends or other markings, the circumstances of disclosure, or the nature of the information itself, to be confidential information. Confidential information shall expressly include any and all information derived from a party's proprietary information and the terms and conditions of this Agreement. Certiport's confidential information shall include any software provided hereunder. No information or materials provided under and pursuant to this Agreement will be used, disclosed or permitted to be used by Company for any purpose not expressly provided for in this Agreement. Company acknowledges and agrees that the requirements set forth in this Section are of the most critical importance to Certiport, Program Sponsors and Examinees and that any breach will likely result in severe damage. Each party acknowledges that it acquires only the right to use the confidential information of the other party under the terms and conditions of this Agreement for as long as this Agreement is in effect and does not acquire any rights of ownership or title in the confidential information. Each party agrees not to use such confidential information for any purpose not reasonably required by this Agreement. The requirements of this Section are perpetual and will survive the termination or expiration of this Agreement for any reason.

Notwithstanding anything herein, either party may disclose confidential information to the extent required or compelled by a court order, or local, state or federal law, or regulation,

provided that the disclosing party, using best efforts, gives the other party written notice of the proposed disclosure with sufficient time to seek relief and that such disclosure, if made, is made in a fashion to maximize the protection of the confidential information from further disclosure.

Company recognizes and acknowledges that any use or disclosure of any confidential information by Company in a manner inconsistent with the provisions of this Agreement may cause Certiport irreparable damage for which remedies other than injunctive relief may be inadequate, and Company agrees that in any request by Certiport to a court of competent jurisdiction for injunctive or other equitable relief seeking to restrain such use or disclosure, Company will not maintain that such remedy is not appropriate under the circumstances. The parties further agree that in the event such equitable relief is granted in the United States, they will not object to courts in other jurisdictions granting provisional remedies enforcing such United States judgments.

20. **Audit.**

20.1. Certiport, its authorized representatives, or any Program Sponsor whose Exams are being administered at the CATC, may periodically inspect and audit the CATC operations and records during testing hours without advance notice. Company Administrators will cooperate fully with all such inspections and allow complete access to the CATC and all equipment, software, systems and records. Certiport may integrity shop or audit CATC, one or more times during each year. Company understands that it will receive no Exam delivery or registration compensation for such integrity shop.

21. **Miscellaneous.**

21.1. Entire Agreement. The terms and provisions of this Agreement, together with any exhibits or addenda, constitute the entire agreement in relation to the subject matter hereof between the parties. This Agreement shall supersede all previous communications, whether oral or written, between the parties with respect to the subject matter hereof and no agreement varying or extending any of the terms and provisions of this Agreement shall be binding on either party unless in writing, signed by a duly authorized officer or representative of each of the parties.

21.2. Authority. Each party represents and warrants to the other party that it has the power and authority to enter into this Agreement, to perform all of its obligations hereunder and to provide all rights and materials granted hereunder and that neither the execution and delivery of this Agreement, nor the performance of its obligations or provision of any rights or materials hereunder, will violate any agreement to which it is a party, any federal, state, or local law or regulation to which it is subject or any right of any third party.

21.3. Governing Law. This Agreement shall be controlled and construed solely in accordance with the jurisdiction and laws of the courts of the State of Minnesota, United States of America, without giving effect to principles regarding conflicts of laws, and

notwithstanding the requirements of United Nations Convention on International Contracts for the Sale of Goods, if applicable.

- 21.4. Indemnity. Company shall indemnify, defend and hold harmless Certiport from any and all claims by or liability to any third party from loss, damage or injury to persons or property based on or in any manner arising out of or relating to any breach by Company of any representation, warranty or covenant set forth in this Agreement. Company shall also indemnify, defend, and hold harmless Certiport of and from any claims by or liability to any third party for any loss arising from Company's normal business operations, including, but not limited to premises liability claims as well as any loss, damage, or injury to persons or property arising from the breach of any of Company's obligations to ensure that Examinee data is kept confidential.
- 21.5. Force Majeure. Neither party shall be liable for failure to perform any obligation under this Agreement where such failure is due to fire, flood, earthquake, riot, sabotage, labor dispute, natural calamity, war, epidemic, acts of God, acts of the government or of any civil or military authority, or other causes that are beyond the reasonable control of such party.
- 21.6. Notices. Any notice under this Agreement shall be addressed to the respective addresses of the parties as set forth in the preamble and shall be sent by facsimile or by recognized overnight courier and shall be deemed received (a) upon successful transmission, as evidenced by written confirmation of receipt of fax, when notice is sent by fax and a print copy is sent immediately by pre-paid, registered post; or (b) upon date of actual receipt, as evidenced by a signed courier receipt, when notice is sent by overnight courier.
- 21.7. Headings. The headings to the sections hereof are for convenience only and have no legal effect.
- 21.8. Severability. If a court of competent jurisdiction finds any portion of this Agreement, including the Exhibits and Addenda hereto, to be invalid or unenforceable, such determination shall not render the entire Agreement, Exhibits or Addenda unenforceable or invalid but rather the Agreement, Exhibits or Addenda, as the case may be, shall be read and construed as if the invalid or unenforceable provision(s) are not contained therein, and the rights and obligations of the parties shall be construed and enforced accordingly.
- 21.9. No Assignment. This Agreement shall be binding on and inure to the benefit of the successors and assigns of the parties hereto. Except as may be permitted by the terms of this Agreement, Company may not assign its rights or delegate its duties hereunder without the express written consent of Certiport.
- 21.10. Waiver. Failure by a party to exercise, or any delay by a party in exercising, any right or remedy provided in this Agreement or by law shall not constitute a waiver of the particular right or remedy, or a waiver of other rights or remedies.

Certiport Authorized Test Center (CATC™) Agreement

- 21.11. Taxes. Company shall promptly pay, and reimburse and hold Certiport harmless from and against, all taxes of any character incurred by Company and resulting from the purchase and/or sale by Company of any Products or Services.
- 21.12. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, all of which shall constitute the same agreement.
- 21.13. Language. Written in English, this Agreement shall be construed and interpreted in accordance with this language regardless of any translation required for execution.
- 21.14. Publicity. Company shall not issue any press release or publicity that relates to this Agreement without the express written consent of Certiport.
- 21.15. Review. Company acknowledges that it has reviewed this Agreement in its entirety and has had a full opportunity to consult with counsel regarding the Agreement's terms. Therefore, Company expressly waives any and all applicable common law and statutory rules of construction that might hold that any provision of this Agreement should be construed against the Agreement's drafter, and agree and affirm that the Agreement and all provisions thereof shall in all cases be construed as a whole, according to the fair meaning of the language used.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives.

Parvathaneni Brahmayya Siddhartha
college of Arts & Science

NCS PEARSON, INC.

By: Sridhar Kavuri

By: Ray Murray

Title: Deputy Head, Department of Computer Science

Title: VP & GM

Date: November 27, 2019

Date: November 27, 2019

EXHIBIT A

Certiport Authorized Testing Center (CATC) Policies, Guidelines and Procedures

Certiport is committed to ensuring that its Certification Exams are respected and valued in the marketplace. Accordingly, Certiport takes appropriate measures to ensure that the integrity of its Exams is not compromised. Certiport also holds CATCs accountable for taking steps to prevent and detect fraud and breaches of Exam security.

1. CATCs are required to strictly enforce the following rules:

- 1.1 The CATC must verify at least one form of Examinee identification bearing a photograph and the Examinee's signature. An example of an acceptable form of identification is a government issued identification or student identification issued by an academic institution.
- 1.2 The CATC must not allow recording devices, including paper, pens, pencils, cameras, computers, handheld computers or communication devices, such as telephones or pagers, in the testing area.
- 1.3 The CATC may permit an Examinee to take a break during testing if requested, but must inform the Examinee that the testing clock cannot be stopped during the break. Examinees must not be permitted to conduct activities during a break that may compromise Exam security, to include using a telephone and communicating with other examinees.
- 1.4 The CATC must ensure that Examinees are seated a distance of no less than four (4) feet or (1.25 meters) apart from one another in the testing area to minimize distractions and prevent cheating.
- 1.5 Use of equipment such as printers, facsimile machines, copiers, or telephones is not permitted in the testing room while testing is in progress.
- 1.6 CATCs must ensure that each Exam is actively proctored and that Proctors have an unobstructed view of each examinee in the testing area.
- 1.7 Proctors may answer questions regarding the functionality of the Exam software, but may not answer questions related to Exam content or provide instruction of any kind.
- 1.8 If a Proctor observes an Examinee cheating, the Proctor must immediately terminate the Exam. The Proctor must inform the Examinee that his/her exam results will be nullified and that he/she will receive no refund or certificate.

2. Retest Policy

CATC System Administrators are required to enforce the Certiport's retest policy:

Certiport provides many exams that require different retest policies. These policies must be adhered to and enforced by the CATC, and can be found at www.certiport.com by selecting "Exam Policies" under the "*Test Candidates*" menu item and then selecting the link for "Exam Retake Policy".

Examinees participating in Exam beta-testing may take each beta-exam only once unless otherwise authorized by program administrators.

3. Ensuring Exam Validity

Certiport conducts periodic data forensics to identify patterns of aberrance in Exam results that help detect cheating or content piracy. For example, forensic indicators such as types of responses, latency, pass rates and retakes may reveal patterns of cheating, collusion or piracy. However, prevention and early detection are critical elements that require the close cooperation of CATCs. Therefore, in addition to relying on CATCs to provide industry standard monitoring during testing, Certiport requires that CATCs ensure that Certiport System Administrators ("Administrators") and Certiport Exam Proctors ("Proctors") are sufficiently trained to provide good quality oversight of testing. Training must include familiarizing staff with prevalent methods used to cheat, learning what measures to implement to prevent cheating and how to identify cheating when it does occur.

Administrators and Proctors who observe violations of rules must immediately document and report all relevant facts supporting the conclusion that a violation occurred to the appropriate Certiport Authorized Distributor or to Certiport customer services representatives. Reports should include date, time and location of the incident, name of Examinee, name and version of Exam taken.

4. Accommodation of Disabilities

As a worldwide provider of Certification Exams, Certiport is committed to ensuring that those persons with the desire to certify their proficiency in the use of computers should have the opportunity to do so. Certiport, accordingly, embraces the Americans with Disabilities Act (ADA) as well as other global accommodations for disabilities designed to advance those goals. CATCs are required to comply with local laws requiring reasonable provision of access to Examinees with disabilities.

In keeping with this commitment, Certiport will expand and refine its Products and Services to enable greater numbers of Examinees with documented disabilities to register for, schedule and take Exams.

Certiport and CATCs require advance notification of requests for accommodation(s) as well as a reasonable amount of time to review and implement such requests. Certiport and CATCs are not obligated to accommodate Examinees with language limitations unrelated to a documented disability (i.e.; English as a second language, literacy, etc.), nor to provide unlimited time for the

completion of Exams that are designed to certify not only knowledge, but also efficiency in the use of desktop computers.

Requests for Accommodations of Disabilities

Further information be found at www.certiport.com by selecting “Exam Policies” under the “Test Candidates” menu item and then selecting the link for “Accommodation of Disabilities”. Examinees who wish to request accommodations may do so by following the directions under the “Process to Apply” section of the *Accommodation of Disabilities* page.

Test accommodations are individualized and Certiport will consider accommodations on a case-by-case basis. Examinees who have been notified that their request for an accommodation has been approved by Certiport must notify the CATC of the accommodation when scheduling the exam. Examinees should allow for additional time when requesting and scheduling accommodations.

EXHIBIT B

Territory and Sectors

1. **Company Participation:** Company and Certiport agree that Company shall participate in and only in the following:

All “Certiport Products and Services”

2. **Territory:** As described in the CATC™ Agreement, Company is appointed as a CATC™ authorized to provide Certiport Products and Services only in the Territory described below:

India

3. **Sectors:** Within the Territory described above, Company is appointed as a CATC™ authorized to provide Certiport Products and Services solely in the Sectors that are indicated below:

Higher Education (Postsecondary)

Exhibit C - Branding Guidelines

Certiport Authorized Test Center Agreement

CERTIPOINT LOGO USAGE GUIDELINES

LOGO



CLEAR SPACE:
Clear Space (X) is equal
to the height of the "C"
in "Certiport".



MINIMUM SIZE



INCORRECT USAGE
Do not redraw or modify
the logo in any way.
Use artwork exactly as
provided.



MEMORANDUM OF UNDERSTANDING



Between P. B. Siddhartha College of Arts & Science

An autonomous college under the jurisdiction of Krishna University,
Machilipatnam.

Siddhartha Nagar, Moghalrajapuram,
Vijayawada -520010, Andhra Pradesh, INDIA

And Government Degree College,

West Godavari District,
Eluru – 534001, Andhra Pradesh, INDIA

This bipartite agreement (the “Bipartite Agreement”) is entered into on September 18, 2019 between:

1. **P.B. Siddhartha College of Arts & Science**, Siddhartha Nagar, Moghalrajapuram, Vijayawada, Andhra Pradesh 520010 (hereinafter referred to as **Mentor Institution**).
2. **Government Degree College**, West Godavari District, Eluru – 534001, A.P. India (hereinafter referred to as **Mentee Institution**).

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

1. Whereas

P. B. Siddhartha College of Arts & Science with a fair intent to provide ample training and support to the mentee institution in assessment criteria for NAAC accreditation as per the guidelines of UGC-PARAMARSH Scheme.

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. Scope

Mentoring will facilitate the following:

- Training of faculty and staff for proper processes, documentation and presentation;
- Sharing of Knowledge, Information and Resources;
- Opportunities for Research Collaboration and Faculty Development;
- Guidance and encouragement to mentee institution to adopt Best Practices.

4. Duration

Duration of the project shall be of one year, which can be extended up to two years with permission from UGC.

5. Limitation


The mentor institution will provide training to the mentee institution faculty but will not provide any financial support for mentee institutional activities in the process of NAAC accreditation.

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) This Agreement shall be governed by and construed in accordance with Indian law.
- (iii) 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:



18/9/19
(Dr. M. RAMESTI)
Principal
Parvathaneni Brahmayya
Siddhartha College of Arts & Science
VIJAYAWADA - 10.


For and behalf of

P.B. Siddhartha College of Arts & Science


Vijayawada – 520010, Andhra Pradesh, INDIA

Witness:

1. 
Dr. S. B. RAJENDRA PRASAD
IGAC - Coordinator

2. 
Dr. T. N. V. S. S. Satyadev
IGAC Co-coordinator

Signed by:


18/9/2019
(NIRMANA KUMARI. P.)
Principal (FAC)
Government Degree College
ELURU, W.G.Dt.

For and behalf of

Government Degree College,

West Godavari District

Eluru – 534001, Andhra Pradesh, INDIA

Witness:

1. 
18/9/19

2. 
18/9/19

MEMORANDUM OF UNDERSTANDING



Between P. B. Siddhartha College of Arts & Science

An autonomous college under the jurisdiction of Krishna University,
Machilipatnam.

Siddhartha Nagar, Moghalrajapuram,
Vijayawada -520010, Andhra Pradesh, INDIA

And Government Degree College,

NH-214A, Palakol Narsapur Road,
Bantumilli – 521324, Andhra Pradesh, INDIA

This bipartite agreement (the “Bipartite Agreement”) is entered into on September 18, 2019 between:

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2. **Government Degree College**, NH-214A, Palakol Narsapur Road, Bantumilli – 521324, A.P. India (hereinafter referred to as **Mentee Institution**).

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

1. Whereas

P. B. Siddhartha College of Arts & Science with a fair intent to provide ample training and support to the mentee institution in assessment criteria for NAAC accreditation as per the guidelines of UGC-PARAMARSH Scheme.

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And

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- Sharing of Knowledge, Information and Resources;
- Opportunities for Research Collaboration and Faculty Development;
- Guidance and encouragement to mentee institution to adopt Best Practices.

4. Duration

Duration of the project shall be of one year, which can be extended up to two years with permission from UGC.

5. Limitation

The mentor institution will provide training to the mentee institution faculty but will not provide any financial support for mentee institutional activities in the process of NAAC accreditation.

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) This Agreement shall be governed by and construed in accordance with Indian law.
- (iii) 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:

M. Ramani
18/9/19
(Dr. M. RAMESTH)
Principal
Panvathaneni Brahmaya
Siddhartha College of Arts & Science
VIJAYAWADA - 10.

For and behalf of

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

Witness:

1. *[Signature]*
Dr. S. B. RAJENDRA PRASAD
IQAC Co-ordinator

2. *[Signature]*
Dr. T. N. V. S. S. Satyadev
IQAC Co-coordinator.

Signed by:

B. V. Murthy
19/9/19
(B. VEDANTHAM)
PRINCIPAL (FA)
Govt. DEGREE COLLEGE
BANTUMILLI - 521324

For and behalf of

Government Degree College,
NH-214A, Palakol Narsapur Road
Bantumilli – 521324, Andhra Pradesh, INDIA

Witness:

1. *[Signature]*
Dr. Y. SREE LATHA
IQAC Co-ordinator

2. *[Signature]*
V. Jyosthana
V. JYOSTHANA
19/9/2019.



MEMORANDUM OF UNDERSTANDING



Between P. B. Siddhartha College of Arts & Science

An autonomous college under the jurisdiction of Krishna University,
Machilipatnam.

Siddhartha Nagar, Moghalrajapuram,

Vijayawada -520010, Andhra Pradesh, INDIA

And Government Degree College for Women,

Bapatla – 522101, Andhra Pradesh, INDIA

This bipartite agreement (the “Bipartite Agreement”) is entered into on September 18, 2019 between:

1. **P.B. Siddhartha College of Arts & Science**, Siddhartha Nagar, Moghalrajapuram, Vijayawada, Andhra Pradesh 520010 (hereinafter referred to as **Mentor Institution**).
2. **Government Degree College for Women**, Bapatla – 522101, A.P. India (hereinafter referred to as **Mentee Institution**).

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

1. Whereas

P. B. Siddhartha College of Arts & Science with a fair intent to provide ample training and support to the mentee institution in assessment criteria for NAAC accreditation as per the guidelines of UGC-PARAMARSH Scheme.

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. Scope

Mentoring will facilitate the following:

- Training of faculty and staff for proper processes, documentation and presentation;
- Sharing of Knowledge, Information and Resources;
- Opportunities for Research Collaboration and Faculty Development;
- Guidance and encouragement to mentee institution to adopt Best Practices.

4. Duration

Duration of the project shall be of one year, which can be extended up to two years with permission from UGC.

5. Limitation

The mentor institution will provide training to the mentee institution faculty but will not provide any financial support for mentee institutional activities in the process of NAAC accreditation.

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.
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- (iii) 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:

(Dr M. RAMESH)
18/9/19

For and behalf of

P B. Siddhartha College of Arts & Science

Vijayawada – 520010, Andhra Pradesh, INDIA

Principal
Parvathaneni Brahmaya
Siddhartha College of Arts & Science
VIJAYAWADA - 10.

Signed by:

(Dr. K. Bhagya Lakshmi)
18.9.19
PRINCIPAL (FAC)
GOVT. DEGREE COLLEGE FOR WOMEN
BAPATLA

For and behalf of

Government Degree College for Women,

Bapatla – 522101, Andhra Pradesh, INDIA

Witness:

1. *(Signature)*
Dr. S. Q. RAJENDRA PRASAD
IQAC Co-ordinator

2. *(Signature)*
Dr. J. N. V. S. S. Satyadev
IQAC Co-ordinator

Witness:

1. *(Signature)* 18.9.19
(G. SESHU) IQAC Coordinator

2. *(Signature)* 18.9.19
(K. S. RATHNAMMA)
Vice-principal.

MEMORANDUM OF UNDERSTANDING



Between P. B. Siddhartha College of Arts & Science

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

And SWR Government Degree College (W),

Kanchikacherla – 521180, Andhra Pradesh, INDIA

This bipartite agreement (the “Bipartite Agreement”) is entered into on September 18, 2019 between:

1. **P.B. Siddhartha College of Arts & Science**, Siddhartha Nagar, Moghalrajapuram, Vijayawada, Andhra Pradesh 520010 (hereinafter referred to as **Mentor Institution**).
2. **SWR Government Degree College (W)**, Kanchikacherla – 521180, A.P. India (hereinafter referred to as **Mentee Institution**).

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

1. Whereas

P. B. Siddhartha College of Arts & Science with a fair intent to provide ample training and support to the mentee institution in assessment criteria for NAAC accreditation as per the guidelines of UGC-PARAMARSH Scheme.

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. Scope

Mentoring will facilitate the following:

- Training of faculty and staff for proper processes, documentation and presentation;
- Sharing of Knowledge, Information and Resources;
- Opportunities for Research Collaboration and Faculty Development;
- Guidance and encouragement to mentee institution to adopt Best Practices.

4. Duration

Duration of the project shall be of one year, which can be extended up to two years with permission from UGC.

5. Limitation

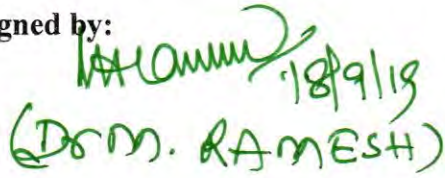
The mentor institution will provide training to the mentee institution faculty but will not provide any financial support for mentee institutional activities in the process of NAAC accreditation.

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) This Agreement shall be governed by and construed in accordance with Indian law.
- (iii) 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:




(D.M. RAMESH)

Principal
Parvathaneni Brahmaya
Siddhartha College of Arts & Science
VIJAYAWADA - 10.

For and behalf of

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

Witness:

1. 
B.C.R. RAJENDRA PRASAD
IQAC Co-ordinator
2. 
Dr. J.L. RAMA PRASAD
IQAC Co-coordinator

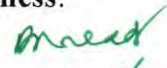

Signed by:


PRINCIPAL
S.W.R.G.D.C. FOR GIRLS
KANCHIKACHERLA.

For and behalf of

SWR Government Degree College (W),
Kanchikacherla - 521180, Andhra Pradesh, INDIA

Witness:

1. 
Dr. B. Raghunatha Reddy
Dec in Commerce
2. 
(P. Sobha Rani)
lect in English

MEMORANDUM OF UNDERSTANDING



Between P. B. Siddhartha College of Arts & Science

An autonomous college under the jurisdiction of Krishna University,
Machilipatnam.

Siddhartha Nagar, Moghalrajapuram,
Vijayawada -520010, Andhra Pradesh, INDIA

And

V.K.R, V.N.B & A.G.K College of Engineering,

Gudivada – 521301, Krishna District, Andhra Pradesh, INDIA

This bipartite agreement (the “Bipartite Agreement”) is entered into on September 18, 2019 between:

1. **P.B. Siddhartha College of Arts & Science**, Siddhartha Nagar, Moghalrajapuram, Vijayawada, Andhra Pradesh 520010 (hereinafter referred to as **Mentor Institution**).
2. **V.K.R, V.N.B & A.G.K College of Engineering**, Gudivada – 521301, Krishna District, Andhra Pradesh, India (hereinafter referred to as **Mentee Institution**).

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

1. Whereas

P. B. Siddhartha College of Arts & Science with a fair intent to provide ample training and support to the mentee institution in assessment criteria for NAAC accreditation as per the guidelines of UGC-PARAMARSH Scheme.

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. Scope

Mentoring will facilitate the following:

- Training of faculty and staff for proper processes, documentation and presentation;
- Sharing of Knowledge, Information and Resources;
- Opportunities for Research Collaboration and Faculty Development;
- Guidance and encouragement to mentee institution to adopt Best Practices.

4. Duration

Duration of the project shall be of one year, which can be extended up to two years with permission from UGC.

5. Limitation

The mentor institution will provide training to the mentee institution faculty but will not provide any financial support for mentee institutional activities in the process of NAAC accreditation.

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) This Agreement shall be governed by and construed in accordance with Indian law.
- (iii) 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:


18/9/19
(Dr. M. RAMESH)

For and behalf of


P. B. Siddhartha College of Arts & Science

Vijayawada – 520010, Andhra Pradesh, INDIA


Principal
Parvathaneni Brahmaya
Siddhartha College of Arts & Science
VIJAYAWADA - 10.

Witness:

1.


(Dr. S.S. RAJENDRA PRASAD)
IQAC Coordinator

2.


(Dr. T.N.V.S.S. Satyadev)
IQAC Co-coordinator

Signed by:

For and behalf of

V.K.R, V.N.B & A.G.K College of Engineering,

Gudivada – 521301, Krishna District,

Andhra Pradesh, INDIA

Witness:

1.

2.

Palo Alto Networks Authorized Cybersecurity Academy

THIS CERTIFICATE OF ACKNOWLEDGEMENT CONFIRMS THAT

**Parvathaneni Brahmaya Siddhartha
College of Arts & Science**

Siddhartha Nagar, Vijayawada

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



Nikesh Arora
Chairman and CEO
Palo Alto Networks

24 Feb 2022

Valid Till

PCA-21-2077

Certification Number



paloalto
NETWORKS

Cybersecurity
Academy



paloalto
NETWORKS

**CYBERSECURITY
ACADEMY**

Memorandum of Understanding

By & Between

P.B. Siddhartha College of Arts & Science & End Now Foundation (NGO)

I. Parties

The purpose of this Memorandum of Understanding ("MOU") is to establish a relationship between P.B. Siddhartha College of Arts & Science, Vijayawada and End Now Foundation (NGO).

WHEREAS, the End Now Foundation services or program described in this MOU will be provided at no cost to the P.B. Siddhartha College of Arts & Science, the students, or the lecturers; and Both Parties Hereby enter into this MOU to enable End Now Foundation to provide said services/program to P.B. Siddhartha College of Arts & Science.

II. N.G.O.'s Services

Directions: Please check all of the expectations or goals below that are in agreement with your program's services. This list is as below in the MoU: For P.B. Siddhartha College of Arts & Science site only.

- Establish Cyber Safety Council @ P.B. Siddhartha College of Arts & Science
- Appoint Two Cyber Rakshaks / Ambassadors for P.B. Siddhartha College of Arts & Science (Two Students Guided by One Lecturer)
- Develop student's Digital Hygiene, Cyber Morale and Reduce student's Online Cyber Negativity
- Create accountability for Smart phone/ Gadget usage both at Home and College

III. Time Commitment/Schedule

Directions: Attached schedule that details the amount of time Cyber Rakshaks / Ambassadors will be out of P.B. Siddhartha College of Arts & Science site and when, both parties must agree to this schedule.

- Expo / Exhibits / Conferences Participation by 02 Students of P.B. Siddhartha College of Arts & Science Once in a Year in Andhra Pradesh (02 Full Days)
- In-house Regular Cyber Suraksha / Cyber Rakshak - Awareness Sessions on Addiction, Fake News, Cyberbullying & Cyber Safety (04 One Fourth Days – Total 08 Hours in a Year)



ADVOCACY ON DIGITAL SAFETY

Note:

Travel / Stay Cost for outstation shall be borne by the Students, however we will look for sponsorship from Corporates and the same shall be extended to the Students.

IV. Space

Check off all of the rooms or space at Degree College that N.G.O.'s will use to provide space / services at this P.B. Siddhartha College of Arts & Science for our Poster Campaigns and Collection of Survey & Feedback forms:

- Cafeteria (Access to Notice Boards)
- Student Centers (Access to Notice Boards)
- General and Department Notice Boards

V. Communication

Contact person for N.G.O.:

Legal Name	Anil Rachamalla
Address	Reg. Office: 403 & 404, S V Sai Sreenivasam Apts, Above Indian Bank, Moosapet, Hyderabad - 500018
Phone Number	96664 33334
E-mail	anil@endnowfoundation.org

Contact person for the P.B. Siddhartha College of Arts & Science site:

Legal Name	Sridhar Kavuri
Address	Reg. Office
Phone Number	9849965036
E-mail	sridharkavuri@yahoo.com

IN WITNESS THEREOF, the parties to this agreement have duly executed it on the day, month and year set forth below.

By: Dated: 17/08/2019 (MM/DD/YYYY)

By: Dated: 17/08/2019 (MM/DD/YYYY)
Principal
End Now Foundation.



SERVICE AGREEMENT

This **SERVICE AGREEMENT** is made and entered into this on 30th July 2019.

BY AND BETWEEN

HireMee, a unit of Kaam Services Private Limited, a company incorporated under the Indian Companies Act, 2013, having its registered office at No-483, Seetha Complex, 16th Cross, 8th Main Road, Ideal Homes Co-Operative Building Society Ltd Layout, RR Nagar, Bangalore-560098 (hereinafter referred to as 'HireMee', which expression shall, unless repugnant to the context or meaning thereof, mean and include its successors and assigns) of the **FIRST PART**;

AND

Parvathaneni Brahmaya Siddhartha College of Arts & Science organized under the Indian Laws having its principal place of business **A S Rama Rao Rd, Mogalrajapuram, Siddhartha Nagar, Vijayawada, Andhra Pradesh, 520010** (hereinafter referred to as 'Institution', which expression shall, unless repugnant to the context or meaning thereof, mean and include its successors and permitted assigns) of the **SECOND PART**.

(HireMee and Institution are hereinafter collectively referred to as "the Parties" and severally as "Party")


WHEREAS HireMee is a CSR initiative by reputed group of companies which help to make recruitment easier and faster for Students, Colleges and Corporates, through use of mobile app and website (www.hiremee.co.in) free of cost.

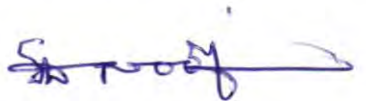
WHEREAS Institution is in the business as an 'Education Provider' and is desirous of taking service from HireMee as described here under, on the terms agreed and contained herein;

WHEREAS the Parties intend to facilitate HireMee's solution by bringing the Institution's placement activities online thereby attracting more corporate and other entities for recruitment of registered users ("users") of HireMee.co.in.

NOW, THEREFORE, IN CONSIDERATION OF THE PROMISES AND THE MUTUAL COVENANTS, AGREEMENT HEREINAFTER SET FORTH, THE PARTIES INTENDING TO BE LEGALLY BOUND, HEREBY AGREE AS FOLLOWS:

NOTED AND ACCEPTED:


Principal
Parvathaneni Brahmaya
Siddhartha College of Arts & Science
VIJAYAWADA - 10





1. SERVICE DETAILS:

The details of the service that Institution has agreed to take from HireMee are as follows ("Service"):

Institution Name:	Parvathaneni Brahmayya Siddhartha College of Arts & Science
Services	HireMee Assessment & Placement assistance
Assessment date	Mutually agreed date
Validity	Two Year


2. Terms:

HireMee will conduct the assessment for all final year students and the seven digit scores will be shared with corporates, Institution should provide the complete infrastructure in their college premises to conduct the assessment. Institution shall provide the final year students' data base and ensure that all the students download HireMee's mobile app.

3. HireMee's OBLIGATION:

- To provide online portal access to the Institution on www.hiremee.co.in.
- Assessment will be conducted of all the registered candidates on different parameters like Verbal, Logic, Quantitative, Personality, Communication, Computer and Core Technical (core subject).
- To assist Institution in online placement solution of registered users.
- Provide the following opportunities to registered users:
- Video Resume facility through the mobile app.
- Placement assistance and recruiter updates through the mobile app and walk- in interviews.
- HireMee's dedicated corporate sales team will endeavour to help Institution by making available opportunities from companies as well as small & medium enterprises.
- Students' data will be maintained confidentiality and shared with the corporate only.
- Data will be shared with the respective colleges.

NOTED AND ACCEPTED:


Principal
Parvathaneni Brahmayya
Siddhartha College of Arts & Science
VIJAYAWADA - LG





4. INSTITUTION'S OBLIGATION:

- Ensure submission of students' data online on HireMee's website i.e. www.hiremee.co.in for registration within 10 days of signing of this Agreement.
- Verification of the students' data by an authorized representative of Institution. Students' data shall include education qualification, roll number, branch, name, and shall be in the format provided by HireMee. Inability of Institution to register and verify the students' data shall not entitle the student in availing the services under this Agreement. Institution shall be solely responsible for the submission of any wrong, incomplete or incorrect users' data or profile in the www.hiremee.co.in website.
- The authorized representative of Institution shall be responsible for incorporating the students' data on the HireMee's website and make changes from time to time in the event of any change in the users data and profile.
- The Institution shall be responsible to make sure all the students should download the HireMee's mobile app.
- Institution agrees to provide the necessary infrastructure to HireMee to conduct the online assessment.
- Institution agrees to provide sufficient coordinators (Invigilators) and system administrator during the assessment.
- Institution agrees to allow the other colleges' students to take assessment, if required
- Institution agrees to provide accommodation and reimburse travel expenses to the HireMee's representatives when they come to conduct the assessment.

5. MISCELLANEOUS PROVISIONS

- HireMee does not guarantee or offer any warranty for any response from any employer or recruitment consultants to Institution.
- HireMee neither guarantees nor offers any warranty on the job postings of the prospective employer/organization,, which would receive the information and subsequently contact the Institution and/or candidates.
- HireMee reserves its right to reject any insertion or information/data provided by the Institution in www.hiremee.co.in without assigning any reason,
- HireMee will endeavor to maintain its hiremee.co.in website in a fully operative and error free condition, except for unavailability and errors which may result from unavailability or insufficient information and details from the Institution in providing the Service, down-time necessary to maintain, update or refresh the website; any "hacking" or "denial of service" activity by a third party and any other reason beyond HireMee's reasonable control

NOTED AND ACCEPTED:


Principal
Parvathaneni Brahmaya
Siddhartha College of Arts & Science
VIJAYAWADA - 10





6. TERMINATION

Not with standing any provision of this Agreement to the contrary, to the extent not prohibited by applicable law, either Party may, in its sole discretion, which may be exercised for any reason or for no reason whatsoever, terminate this Agreement effective as of a date specified by such terminating Party in a written notice given to the non-terminating Party at least 30 days prior to such specified termination date.

7. NOTICES

Any notice required to be given or otherwise given pursuant to this Agreement by the parties concerned, shall be in writing and shall be hand delivered, mailed by registered post acknowledgement due, or sent by recognized

courier service to the address mentioned below, or to any address subsequently communicated by a Party to the other in writing.


8. DISPUTE RESOLUTION:

Every Dispute, difference or question which may at any time arise between the parties hereto or any person claiming under them, touching or arising out of or in respect of this agreement or the subject matter thereof shall be referred to the Sole Arbitrator nominated by HireMee. The award passed by the Arbitrator shall be final and binding on the parties hereto. The venue of Arbitration shall be Bangalore. All and any disputes shall be subject to the exclusive jurisdiction of the Courts at Bangalore, India.

9. INSTITUTION'S ACKNOWLEDGEMENTS:

This Agreement constitutes the entire Agreement between the Parties with respect to the subject matter hereof and supersedes any previous oral or written arrangements and is binding upon the Parties. This Agreement shall be governed by the laws of India. If any term of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, then this Agreement, including all of the remaining terms, will remain in full force and effect as if such invalid or unenforceable term had never been included.

NOTED AND ACCEPTED:



Principal
Parvathaneni Brahmaya
Siddhartha College of Arts & Science
VIJAYAWADA - 10.






IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized representatives in one or more counterparts, each of which shall constitute an original and together a single Agreement, effective as of the day and year set forth above.

SIGNED ON BEHALF OF THE INSTITUTION: **SIGNED ON BEHALF OF HireMee:**

Signature: 
Name: Dr. Meka Ramesh
Principal
Parvathaneni Brahmaya
Siddhartha College of Arts & Science
Vijayawada

Signature: 
Name : Sayyad Noorjan

Designation: Principal

Designation: Territory Manager

Date : 30/07/2019

Date : 30-07-2019

Email : Sridharkarun@yahoo.com

Email : sayyadn@hiremee.co.in

Phone : 9849965636

Phone : 7032099786

The person listed above is authorized to sign for our organization.

NOTED AND ACCEPTED:



MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (hereinafter referred to as the "MOU") is made and executed on this 29th day of April 2019 at Pune.

BETWEEN

P.B. Siddhartha College of Arts & Science, a college/Institute recognized under Section 2(f) and 12 (B) of the UGC Act 1956 and having address at: Siddhartha Nagar, Vijayawada, 520010, Andhra Pradesh, India

Through its Principal

(hereinafter referred to as "PARTNER INSTITUTE")

AND

BAJAJ FINSERV LIMITED, a company registered under the provisions of the Companies Act, 1956, having its registered office at: Bajaj Auto Ltd Complex, Mumbai-Pune Road, Pune 411 035

AND

BAJAJ FINANCE LIMITED, a company registered under the provisions of the Companies Act, 1956, having its registered office at: Akurdi, Pune 411 035

Through President (Legal and Taxation) - Bajaj Finserv Limited

(hereinafter referred to as "FINSERV")

The expressions "PARTNER INSTITUTE" and "FINSERV" shall, collectively be referred to as "Parties" and individually as "Party".



WHEREAS:

- A. PARTNER INSTITUTE established in 1975 by Siddhartha Academy of General & Technical Education is affiliated to Krishna University, Machilipatnam.
- B. Bajaj Finserv Limited is the holding company for financial services businesses of the Bajaj Group;
- C. Bajaj Finance Limited is a Non-Banking Finance Company registered with Reserve Bank of India.
- D. FINSERV, as part of its Corporate Social Responsibility (CSR) activities, desires to create employment opportunities for educated youth in the Banking, Finance and Insurance Sector through a customized training programme encompassing product knowledge, communication and other soft skills & computer proficiency, which is expected to benefit fresh graduates, especially those belonging to economically weaker sections of the society;
- E. FINSERV, in partnership with a leading management school in India, has designed and developed a customized programme viz. Certificate Programme in Banking, Finance and Insurance (hereinafter referred to as CPBFI).
- E. The PARTNER INSTITUTE has expressed its willingness to partner with FINSERV to conduct CPBFI for its students and alumni, on terms and conditions set out herein below;
- F. FINSERV has accepted the offer of the PARTNER INSTITUTE and agreed to partner with the PARTNER INSTITUTE for conducting CPBFI, on terms and conditions set out below.

NOW THIS AGREEMENT WITNESSETH AND IT IS AGREED BY AND BETWEEN THE PARTIES AS UNDER:

1. Purpose/Objective of CPBFI:

The objective of CPBFI is to impart practical knowledge and essential skills to final year graduation students and fresh graduates, especially those belonging to economically weaker sections of the society, with a view to create employment opportunities for them in the Banking, Finance and Insurance Companies.

2. Scope of CPBFI:

- i. FINSERV has appointed different training institutes as Official Training Partners for conducting CPBFI (hereinafter referred to as CPBFI Official Training Partners).
- ii. FINSERV and the PARTNER INSTITUTE, through one of the CPBFI Official Training Partners, shall conduct, for the eligible students and alumni of the PARTNER INSTITUTE, a Certificate Programme in Banking, Finance and Insurance viz. CPBFI, covering industry overview and product knowledge about Banking, Financial Services and Insurance (BFSI) industry, communication skills and computer proficiency.



3. Responsibilities of the Parties:

- i. The PARTNER INSTITUTE shall be responsible for mobilizing students for the CPBFI Programme by spreading awareness about CPBFI and its potential benefits for the prospective students. FINSERV shall support the awareness campaigns by participating in the student meetings, parent meetings and design of publicity material such as posters, leaflets etc.
- ii. The PARTNER INSTITUTE shall be responsible for providing necessary infrastructure facilities for conducting CPBFI, specifically (a) one class room, equipped with a projector, a sound system and a white-board and (b) one computer room, equipped with computers having MS Office software and high-speed internet connection, both with a seating capacity of minimum 40 students. PARTNER INSTITUTE shall also provide basic stationery required for training purposes such as marker pens, chart sheets, chalks etc.
- iii. The PARTNER INSTITUTE shall appoint a Coordinator for every CPBFI batch, with following responsibilities;
 - a. To motivate and encourage students to extract maximum benefit from CPBFI
 - b. To ensure that the classes are conducted as per pre-defined schedule
 - c. To ensure that all students are regularly attending the classes
 - d. To provide necessary support to the CPBFI Official Training Partner for planning and conducting the program
 - e. To attend few classes as an observer and provide feedback to FINSERV about the training quality
 - f. To ensure discipline and good conduct from the students
- iv. FINSERV shall be responsible to arrange faculty, with requisite expertise and experience, through any of its CPBFI Official Training Partners. FINSERV shall provide necessary details of the concerned CPBFI Official Training Partner to the PARTNER INSTITUTE at least 2 weeks before start of every batch.
- v. FINSERV and the PARTNER INSTITUTE, shall be responsible for award of "Certificate of Completion" at the completion of CPBFI to all successful candidates who meet eligibility criteria viz. requisite attendance and credits in the examinations conducted during the course of CPBFI.
- vi. FINSERV, as part of its CSR, shall bear the full cost of faculty deployed by its CPBFI Official Training Partner, to ensure that CPBFI is affordable to students belonging to economically weaker sections of the society.
- vii. FINSERV along with its chosen academic partner/s, shall conduct an online examination at the end of CPBFI. Only students who pass this examination shall be eligible to receive the "Certificate of Completion". This examination shall be in addition to all other examinations conducted by the CPBFI Official Training Partner during CPBFI.
- viii. The PARTNER INSTITUTE shall display the FINSERV name and logo prominently in all marketing and publicity material, notices for students and all other internal and external communications, in paper form or otherwise, relating to CPBFI.
- ix. Any other use of FINSERV brand names by the PARTNER INSTITUTE shall require prior written consent from FINSERV.
- x. The PARTNER INSTITUTE shall provide to FINSERV, necessary information about all the students of CPBFI, in the format specified by FINSERV in Annexure 1. FINSERV shall be free to contact the students directly for the purpose of monitoring the impact of CPBFI and the career progression of students.



- xii. The PARTNER INSTITUTE shall be solely responsible to comply with regulations of University Grants Commission or any other authority regulating educational activities in India. The PARTNER INSTITUTE agrees that FINSERV shall not have any liability including monetary or otherwise, in the event of any regulatory action taken against the PARTNER INSTITUTE in respect of conducting this programme. The PARTNER INSTITUTE agrees to fully compensate FINSERV in case an action is taken against FINSERV by any such regulatory authority in respect of conduct of CPBFI by the PARTNER INSTITUTE under this MoU.
- xiii. The PARTNER INSTITUTE shall be solely responsible for payment of GST or any other taxes that may be applicable, in respect of fees collected by the PARTNER INSTITUTE for CPBFI and FINSERV shall not have any liability towards the same. The PARTNER INSTITUTE agrees that FINSERV shall not have any liability, monetary or otherwise, in the event of any action is taken against the PARTNER INSTITUTE by any tax authorities. The PARTNER INSTITUTE agrees to fully compensate FINSERV in case any action is taken against FINSERV by any such tax authority in respect of conduct of CPBFI by the PARTNER INSTITUTE under this MoU.
- xiv. The PARTNER INSTITUTE shall submit the information specified in Annexure 3 before commencement of every batch to FINSERV.

4. Batch Strength:

The parties agree that, each batch shall consist of minimum 30 and maximum 45 students. FINSERV and the PARTNER INSTITUTE may mutually decide to start a batch with less than 30 students.

5. Term of the Agreement:

The term of this MOU is for 3 years commencing from April 1, 2019, except Clause 3(xi) and Clause 14, which shall continue to be in force for a further period of 3 years from the date of termination of this MoU. The parties may decide to further extend the term of this MOU by mutual consent on such terms and conditions as may be agreed between them.

6. Course fees:

- i. PARTNER INSTITUTE shall charge a non-refundable fee of Rs. 1,000 (Rupees one thousand only) to each of the students of CPBFI towards the course fees inclusive of GST and other taxes. The fee payable by each student shall not exceed Rs. 3,000 (Rupees three thousand) plus applicable taxes. The fees specified here shall be valid for two years from signing of this MoU. The fees shall be reviewed on completion of this period and parties may mutually agree to revise the same from time to time.
- ii. On successful completion of every batch i.e. If the overall attendance of the students is in excess of 75%, FINSERV shall pay an amount of Rs. 500 (Rupees Five Hundred only) per student to the PARTNER INSTITUTE as a fee subsidy. This subsidy shall be used by the PARTNER INSTITUTE to remunerate the coordinator for his/her effort. The fee subsidy shall be paid by FINSERV within 2 weeks from completion of every batch. The method for calculating the overall attendance is included in Annexure 2.
- iii. The PARTNER INSTITUTE shall ensure that no student shall be allowed to attend CPBFI without paying the full fees.



- iv. The PARTNER INSTITUTE shall submit to FINSERV, before commencement of any batch, extracts of bank statement or copies of cash receipts or a letter from the Principal or Vice-Principal confirming collection of fee from every participant.

7. Duration and contents of CPBFI:

- i. CPBFI shall commence from June 2019. The said Programme will be of about 8-week duration and will involve class room teaching of about 120 hours.
- ii. The PARTNER INSTITUTE has agreed to mobilize at least 40 students in first academic year and at least 80 students from second academic year onwards. The PARTNER INSTITUTE shall decide the batch schedule and timings and inform the schedule to FINSERV at least 45 days before commencement of the batch.
- iii. FINSERV shall arrange to make the faculty available as per the schedule informed by the PARTNER INSTITUTE.
- iv. Detailed schedule of the lectures and practical shall be given in advance to students before commencement of CPBFI.

8. Place of teaching:

- i. The class room teaching and practical shall be conducted at P.B. Siddhartha College of Arts and Science by the CPBFI Official Training Partner, for up to four hours a day on such days, dates and at such timings as may be mutually decided between the parties.

9. Eligibility for CPBFI:

- i. Any student who is studying in the final year of Graduation Programme or pursuing any post-graduation programme shall be eligible to apply for admission to CPBFI.
- ii. Additionally, any fresh graduate i.e. a graduate with less than 2 years of work experience or no work experience, shall also be eligible to apply for admission to CPBFI.
- iii. Only candidates who have scored 50% or more marks in their final year graduation examination shall be eligible. In case of final year students, the marks scored by them in the second-year examination shall be considered to decide their eligibility.
- iv. Only candidates who are less than 27 years old, on the date of application, are eligible to apply for admission to CPBFI.
- v. The PARTNER INSTITUTE shall select the final list of candidates for admission based on the criteria mutually agreed upon by the PARTNER INSTITUTE and FINSERV from time to time.

10. Discipline and right to expel:

- i. The students of CPBFI shall be subject to rules of discipline/code of conduct of the PARTNER INSTITUTE during course period.



- ii. If the concerned CPBFI Official Training Partner observes a breach of code of conduct by any student, it shall immediately report the same to the CPBFI Coordinator for necessary action.
- iii. If any participant commits breach of code of conduct of the PARTNER INSTITUTE, the faculty shall have full authority to expel such student for the remaining duration of CPBFI.

11. Faculty:

- i. FINSERV shall be solely responsible for arranging, through a CPBFI Official Training Partner, faculty, with requisite industry and teaching experience, and conducting CPBFI efficiently and effectively. The PARTNER INSTITUTE shall not be responsible for making any payments to the faculty of the CPBFI Official Training Partner.
- ii. Some of the lectures of CPBFI may be conducted by the experts from FINSERV as per the understanding between the parties. However, the PARTNER INSTITUTE shall not be liable to pay any amounts to FINSERV towards the said lectures and no amounts shall be deducted from the amounts payable to the PARTNER INSTITUTE.

12. Certification:

FINSERV and the PARTNER INSTITUTE shall issue a "Certificate of Completion" in "Certificate Programme in Banking, Finance and Insurance" to the eligible students. The certificates shall be printed by FINSERV and shall carry the logos of FINSERV, the PARTNER INSTITUTE and the concerned CPBFI Training Partner.

13. Further Agreements:

The parties agree that, they may mutually discuss and enter into further agreements, if needed.

14. Confidentiality:

- i. The Parties agree to maintain strict secrecy and confidentiality regarding any and all Confidential Information exchanged or to be exchanged between them in relation to this Agreement.
- ii. The PARTNER INSTITUTE agrees that all the course material provided by FINSERV or the CPBFI Official Training Partner, including but not limited to CPBFI structure, curriculum, lesson plans and evaluation methods, shall be deemed to be Confidential Information.
- iii. The PARTNER INSTITUTE agrees that any of FINSERV's technical or business or other information including information given for development of any case studies / development of any program modules / contents, made available by FINSERV or its personnel to the PARTNER INSTITUTE shall be deemed to be Confidential Information.
- iv. The PARTNER INSTITUTE agrees to restrict access and disclosure of Confidential Information to such of their employees, agents, vendors, and contractors strictly on a "need to know" basis, to maintain confidentiality of the Information disclosed to it in accordance with this clause.
- v. Information and material disclosed and provided by each party to the other party in pursuance of or in connection with performance of its obligation under this agreement shall at all times remain the sole and exclusive property of the disclosing Party.



15. Intimation about cancellation/postponement of CPBFI:

- i. If due to any cogent reasons, it appears to the PARTNER INSTITUTE that it is unable to arrange any batch as per schedule, the PARTNER INSTITUTE shall intimate about its inability to FINSERV at least 30 days in advance and the parties shall decide further schedule of CPBFI by mutual consent.
- ii. However, if such postponement or cancellation is necessitated due to any last minute, unforeseen and unavoidable circumstances like Act of God, civil commotion, strike, bandh, disruption of traffic, epidemic, war, aggression, change in Government Policy or any other similar circumstances, the PARTNER INSTITUTE shall intimate the change in schedule as early as possible after such circumstances as stated above have arisen. In such circumstances, the PARTNER INSTITUTE shall not be held liable for payment towards any loss or damages caused to FINSERV due to delay in its schedule.
- iii. If for any reason, FINSERV, decides to discontinue support for CPBFI, it shall give a written notice to the PARTNER INSTITUTE, 30 days in advance. Such notice shall not impact any batch which is already in progress on the date of notice and the terms of this agreement shall continue to apply to the running batches.

16. Amendment/Termination:

- i. Any amendment to the terms of this agreement can only be made by mutual consent of the parties.
- ii. This agreement may be terminated by either party, for breach of terms and conditions of the present agreement or otherwise, by a written notice of at least one (1) month in advance. Such notice of termination shall not interfere with the batches underway at the relevant time. Such batches shall be allowed to continue until their conclusion.

17. Applicable Law and Dispute Settlement:

- i. This agreement shall be governed by the Laws of India.
- ii. Any dispute arising between the parties in connection with or arising out of the performance of mutual obligations under this MOU shall be resolved by mutual discussion and consultation. If the dispute remained unresolved even after 30 days, then the dispute shall be referred to Dr. Ramesh Meka, Principal, P.B. Siddhartha College of Arts and Science and Mr. V. Rajagopalan, President (Legal and Taxation), Bajaj Finserv Limited. The decision of Dr. Ramesh Meka and Mr. Rajagopalan shall be final and binding on both parties.



18. Originals:

This Agreement is executed in counterparts, each of which shall be deemed to be original and retained by each of the Parties but together they shall constitute one and the same agreement.

IN WITNESS WHEREOF, the Parties hereto have put their hands the day, month and the year first hereinabove mentioned.

For P.B. Siddhartha College of
Arts & Science, Vijayawada

Name: Dr. Ramesh Meka
Designation: Principal

Witness
Full Name: RAJESH C.J
Designation: Dean



For Bajaj Finance Limited

Name: V. Rajagopalan
Designation: President (Legal
and Taxation)

Witness
Full Name: Ajay Sathe
Designation: Head - Group Risk
Management



For Bajaj Finserv Limited

Name: V. Rajagopalan
Designation: President (Legal
and Taxation)

Witness
Full Name: Ajay Sathe
Designation: Head - Group Risk
Management



Annexure 1: Format for submission of student information

The PARTNER INSTITUTE shall provide the following information in respect of every student of CPBFI

1. **Full Name:**
2. **Gender:**
3. **Academic qualification:** If already graduate mention the degree. If pursuing graduation, mention the degree for which studying.
4. **Status:** Mention "Complete" if the candidate is already a graduate. Mention "Pursuing" in case of final year students.
5. **Date of Birth:** in DD/MM/YYYY format
6. **Mobile Number:**
7. **Email Address:**

Annexure 2: Methodology for Calculating Overall Attendance of the Batch

The steps and formula for calculating overall attendance are as under.

1. Enrollment: Number of students who have registered and paid fees for CPBFI
2. Drop outs: Number of students who stopped attending CPBFI during the batch
3. Regular students: Enrollment minus Drop Out (Maximum 10% of enrolment will be allowed as Drop outs to calculate number of regular students)
4. Total available student days: Number of regular students multiplied by total duration of CPBFI (number of days. E.g. 40 days)
5. Actual student days: Sum of days attended by each regular student.
6. Overall attendance (%) = Actual Student Days / Available Student Days X 100

Example: In a CPBFI batch 43 students registered and paid fees. By end of first week 3 students stopped attending the batch. The batch was conducted for 40 days. Out of the 40 regular students – 10 attended every class, 15 attended for 35 days, 10 attended for 33 days and 5 attended by 30 days. Overall attendance will be calculated as under.

Enrollment: 43

Drop-out (Max allowed 4.3 i.e. 4): 3

Regular students: 40

Available days: 40 X 40 i.e. 1600

Actual days: (10 X 40) + (15 X 35) + (10 X 33) + (5 X 30) = 400 + 525 + 330 + 150 = 1405

Overall attendance: (1405 / 1600) X 100 = 87.81%



Annexure 3: Information required by FINSERV before commencement of every batch

Sr.	Information Required
1	Basic information about the PARTNER INSTITUTE viz. Name Year of establishment Name of the educational society Contact details Website URL NAAC rating Total number of students (by stream) Total final year students (by stream)
2	Coordinator Details viz. Name Designation Department (Commerce/Science etc.) Contact details: Mobile and Email Address
3	Bank Details for payment of subsidy viz. Beneficiary Name: Bank Account number: Bank Account Type: (Saving/current) Bank Name: Branch: IFSC Code: Please provide scanned copy of a cancelled cheque along with the above information
4	High resolution logo of the college for printing on the Certificate/CPBFI brochures etc. Ai, JPEG, PNG, PDF Format. The image should be high resolution.
5	Brief write up about the institute - for inclusion on CPBFI website, CV book etc.

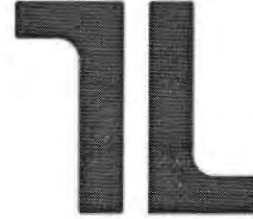


MEMORANDUM OF UNDERSTANDING



Among

Parvathaneni Brahmaya
Siddhartha College of Arts & Science
Siddhartha Nagar, Moghalrajapuram,
Vijayawada, Andhra Pradesh 520010.
www.pbsiddhartha.ac.in
E-Mail: principal@pbsiddhartha.ac.in



And

Tilicho Labs, Visakhapatnam

<https://tilicho.in/>

Address: 10-113-30/1, Kishore Layout, Beside Community Hall, Sujatha Nagar, Pendurthi,

Visakhapatnam, Andhra Pradesh 530051

Mobile: 9663660384, 096408 33338

E-Mail: hemakiran1@gmail.com, kiran@tilicho.in

This bipartite agreement (the “Bipartite Agreement”) is entered into on **13th March 2019** between:

1. Parvathaneni Brahmayya Siddhartha College of Arts & Science, Siddhartha Nagar, Moghalrajapuram, Vijayawada, Andhra Pradesh 520010 (hereinafter to abbreviated PBSCAS and referred as P.B. SIDDHARTHA COLLEGE OF ARTS & SCIENCE.
2. Tilicho Labs,10-113-30/1, Kishore Layout, Beside Community Hall, Sujatha Nagar, Pendurthi, Visakhapatnam, Andhra Pradesh 530051
Mobile: 9663660384, 96408 33338
E-Mail: hemakiran1@gmail.com, kiran@tilicho.in

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

Whereas

1. ***P.B. SIDDHARTHA COLLEGE OF ARTS AND SCIENCE*** with a fair intent of collaborating with ***TILICHO LABS*** to offer internships / placements to the eligible students of P.B SIDDHARTHA COLLEGE OF ARTS & SCIENCE to begin with we agree to have MOU and this contract is valid till ***March 13th 2021***.

2. Scope

- To provide internships / job offers to selected candidates of the college department.
- Our personnel’s offer services to Conferences / Seminars / Workshops / Guest Lectures to P. B. Siddhartha College of Arts & Science.
- In any scenario P B Siddhartha college of Arts & Science shall not pay any money to the Tilicho employee directly or indirectly.
- On availability basis if possible college may provide the accommodation for selection team.

3. Limitation

- Only candidates selected by Tilcho Labs will be offered internships / job offers.

4. Exceptions

Top 10-15 brilliant students who are selected by Tilicho Labs are allowed for internships / job offers.

5. Exit

TILICHO LABS retains the right to exit from this obligation without assigning any reasons but with 30 days notice and without any financial commitment.

6. Counterparts

This Agreement may be executed in two counterparts each and each of which when so executed shall be an original, but all such counterparts shall together constitute one and the same instrument.

7. 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. 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.

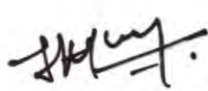
Signed by:


Dr.M.Ramesh (Principal)
Principal
For and behalf of P. B. Siddhartha College of Arts & Science
P. B. SIDDHARTHA COLLEGE OF ARTS & SCIENCE

Witness:

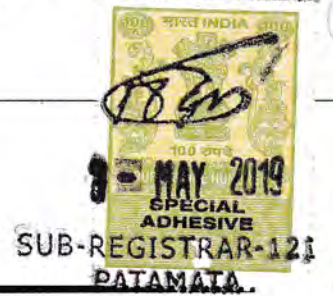
- 1. 
V. BABU RAO, Director
- 2. 
RAJESH C. JAMPALA
Dean

Signed by:


Hema Kiran Mokhamatam (Co Founder)
For and behalf of
Tilicho Labs, Vizag.

Witness:

- 1.
- 2.



EMPLOYABILITY ENHANCEMENT PROGRAM FOR STUDENTS

P.B. SIDDHARTHA COLLEGE OF ARTS & SCIENCE

**Qualification Pack (QP) based
Training Programs and Assessments**

March 2019



This Memorandum of Understanding (MoU) entered into on the 4th day of the month of March in the year 2018

Between

National Association of Software and Service Companies (NASSCOM) having its head office at Plot No. – 7-10, Sector- 126, Noida, Uttar Pradesh – 201303, India(hereinafter called "NASSCOM/First Party"), represented by Vice President NASSCOM NASSCOM, which expression shall, where the context so admits, be deemed to include its successors, executors and administrators of the FIRST PART

And

P.B. Siddhartha College of Arts & Science, having its head office at Siddhartha Nagar, Moghalrajapuram, Vijayawada - 520010, (hereinafter referred to as "**PBSCAS**"), represented by the Principal, which expression shall, where the context so admits be deemed to include its successor in office, legal representatives and permitted assigns of the SECOND PART

Whereas IT-ITeS Sector Skills Council NASSCOM (SSC NASSCOM / NASSCOM) an integral part of NASSCOM is the skill standard setting body of the IT-ITeS Industry and is also the education & skill development initiative of NASSCOM; SSC NASSCOM works with its industry members and select academic and skill development institutions to help improve the quality and quantity of the employable workforce available to this industry;

The 'Project' here is the "**Qualification Pack (QP) based training programs**" developed with an objective of scaling quality capacity.

NASSCOM / SSC NASSCOM and **P.B. Siddhartha College of Arts & Science** can herein be referred to independently as 'First Party', and 'Second Party' respectively and collectively referred to as 'Parties'.

THE MoU WITNESSED AND THE PARTIES HERETO AGREE AS FOLLOWS:

1. Objective of the MoU

- (a) Increase the employability of students in the **PBSCAS** and colleges under the aegis of the **PBSCAS** by facilitating the development and introduction of the QP-based training programs



- (b) Help facilitate a sustainable Faculty Development Program
- (c) Facilitate teaching-learning support for pursuance of the said course/s to enhance student employability
- (d) Recommend relevant courseware, certain books, e-tools, e-content and websites to support the self-paced learning for students
- (e) Introduce the skill assessment/metric for QP-based assessments for students at the entry level, in conjunction with the programs, to analyse the efficacy of the multiple skill development programs
- (f) Introduce the skill assessment/metric for QP-based assessments for students, to facilitate employment at the entry level
- (g) Facilitate students towards QP certification via these newly introduced course/s during the UG program and appear for the QP assessment at the appropriate NSQF level (National Skills Qualification Framework)
- (h) Establish Centres of Excellence (CoE) for skill development

2. Period of MoU

This MoU shall come into force on 4th March 2019 and will be valid for a period of three years from the said date, and after the expiry of the said time period is open to extension as per mutually agreed terms and conditions.

3. Responsibility of NASSCOM / SSC NASSCOM

NASSCOM/ SSC NASSCOM agrees to:

- (a) Share the list of QPs in IT Services (ITS), Software Products (SPD), Engineering Research & Development (ERD) and Business Process Management (BPM) sub-sectors that are preferred by the industry / are of interest to industry
- (b) Help the **PBSCAS** identify the QPs, for which Elective Courses will be developed and offered for students
- (c) Existing Curricula and courseware can be availed at cost (per QP).
 - i. Curricula OBFs can be availed at cost INR 5000/- + applicable per QP, OBF.
 - ii. Further to utilize the concerned courseware for Faculty/student trainings will attract one-time cost for QP courseware (per courseware) including both Facilitator Guide and Student Handbook (only as soft copy) at the original price of INR 200,000/- (Two Lacs only) plus all the applicable taxes per QP per organization, will be at a discounted price of INR 100,000/- (One Lakh only) plus all the applicable taxes, per QP only for an educational institution or NASSCOM Member. This amount is payable through the SSC NASSCOM payment gateway/DD.

Furthermore the courseware is also available online i.e. the Facilitator Guide/Participant Handbook is available as a flip book with an one year license at INR 500/- + applicable taxes per candidate/user.

- iii. IP of the courseware/s and OBF curriculum/la developed shall lie with NASSCOM/ SSC NASSCOM



iv. Train at cost, select faculty from identified colleges (nominated by **PBSCAS** who would participate in the development of QP-based programs) and from identified Third Party Training Providers, as nominated jointly by **PBSCAS** as one batch [of 25 per QP (Qualification Pack)], as 'Master Faculty/Trainers'

- (d) The modus operandus of Master Faculty training is to be detailed and directed consultatively by **PBSCAS** and NASSCOM/SSC NASSCOM
- (e) Facilitate a consultative approach by helping **PBSCAS** set up a "WORKING GROUP" to identify Third Party Training Providers, if required. This group will also be empowered to take decisions on modalities/logistics for the smooth roll out of the program.
- (f) Provide the necessary guidelines for a skill development cycle and the information w.r.t. infrastructure requirements for the program regarding the QP concerned, as indicated in the Outcomes Based Framework for the same.
- (g) The Outcomes Based Framework for each of the QPs and the Certification for the same will be provided/facilitated by NASSCOM/SSC NASSCOM @INR 5000/- exclusive of taxes (per QP) for the **PBSCAS**. **PBSCAS** may choose to use the curricula of the QP concerned in the OBF format, or go in for the Curriculum Alignment for the same as per their own requirement, at cost (@INR 5000/- exclusive of taxes per QP). Taxes as applicable will be paid by the Parties concerned.
- (h) Post the conduct of training, facilitate assessments of candidates/students on QPs at cost (presently at INR 1,000/- per student per test, exclusive of taxes), via identified assessment providers of NASSCOM/SSC NASSCOM. Taxes as applicable will be paid by **PBSCAS**
- (i) QP based assessment for faculty w.r.t. TVET QPs (ie Teaching Pedagogy) is presently applicable at INR 1200/- per assessment, exclusive of taxes. All applicable taxes have to be addressed by **PBSCAS**
- (j) Maintain a centralised employment portal which is aimed to facilitate the employability of students that are trained and assessed using QP-based assessments
- (k) Provide an analysis of student performance on the basis of the scores attained. NASSCOM/SSC NASSCOM and **PBSCAS** jointly own the database of trained resources through, which would be shared with all NASSCOM members (including the ones who have provided their concurrence towards recognizing the program). Intent would be to increase the scope of employment opportunities.
- (l) Facilitate the development of courseware guides/hand books for teachers and students respectively for the designed QP curriculum for Phase I QPs identified

4. Responsibility of the **PBSCAS**

- (a) Select the list of QPs, basis feedback from NASSCOM/SSC NASSCOM for which training programs will be developed and deployed for students
- (b) Avail the courseware at cost for the identified QP from NASSCOM /SSC NASSCOM
- (c) Post availing the content, select colleges for Phase I of this project.
- (d) Select faculty from the identified colleges (**PBSCAS** to screen such faculty based on certain selection parameters prescribed by NASSCOM/SSC NASSCOM), who will be trained on the programs along with the faculty from the Third Party Training Provider, so that they can handhold students during the Phase I
- (e) Identify the requisite number students from the **PBSCAS** / colleges identified to undergo the training program and assessments
- (f) Facilitate QP-based assessments, at cost, for the target student audience w.r.t. the **PBSCAS**
- (g) Select Third Party Training Providers, for the programs as per selection criteria and process defined by NASSCOM/ SSC NASSCOM, if required



- (h) Organise the logistics and facilitate the Industry Trainers program for the programs towards:
 - a. Faculty development
 - b. Student training

This will also include boarding & lodging, local travel for Industry Trainers for the programs.

- (i) Organise the logistics and facilitate the Third Party Training Providers for the programs towards:
 - a. Faculty development
 - b. Student training

This will also include boarding and lodging, local travel for such Trainers for the programs.

- (j) NASSCOM/SSC NASSCOM and **PBSCAS** to jointly own up database of trained resources, which would be shared with all NASSCOM members (including the ones who have provided their concurrence towards recognizing the program). Intent would be to increase the scope of employment opportunities

- (k) **PBSCAS** to bear the cost of conducting the Master Trainer program, including the cost of Industry Trainers as indicated below in the Clause 'Funding'

- (l) **PBSCAS** to conduct TTT and the subsequent student training at its own cost

- (m) For the conduct of QP based assessments **PBSCAS** shall make 100% advance payment of assessment cost to NASSCOM/SSC NASSCOM i.e. the First Party for all the batches for which the First Party shall have given acceptance against requisition and the First Party shall give an acknowledgement of advance payment.

Assessment cost shall be paid on the basis of registered/scheduled number of candidates (this covers those passed, failed and also covers absentees on the day of the assessment as well) subject to a minimum batch-size, which is 30 candidates per batch. The cost for a QP assessment and the subsequent certification is currently is at INR.1000/- (exclusive of taxes). All applicable taxes, under various statutes if any, will be borne by the **PBSCAS**

- (n) Other requirements for the smooth conduct of QP based assessments are indicated in:
 - Annexure A: Information regarding the necessary infrastructure for the smooth conduct of assessments to be provided by **PBSCAS**
 - Annexure B: QP Assessment Attendance Sheet
 - Annexure C: Candidate ID proof
 - Annexure D: Malpractice Avoidance Sheet

Process:

Part-A:-

- (a) A 'Working Group', to be formed by **PBSCAS**, comprising of members from **PBSCAS**, Academia, and Industry/NASSCOM

- (b) The Group shall identify the following:

- a. List of QPs for which training will be offered at **PBSCAS**
- b. Avail curricula and courseware at cost by **PBSCAS** for the identified QPs
- c. Identify colleges to be taken up for Phase I of the project
- d. Identify students from the above identified colleges, for this project
- e. Selection of Third Party Training Providers



- f. Selection of recommended faculty per college, who shall get trained on pedagogy and content along with the Third Party Training Providers, if required. The college faculty who shall shadow the trainers from Third Party Providers during the student training sessions.
- g. The terms of Agreement with the Third Party Training Provider, including deliverables
- h. The logistics and schedules of training of the identified faculty from the Third Party Training Providers by **PBSCAS**
- i. The Project Implementation Plan for Phase I of the project, including timelines for
 - i. Conduct of the programs for
 1. Faculty from Third Party Providers
 2. Faculty form colleges
 3. Students
 - ii. Conduct of QP-based assessments for students
- j. Plan for project review and audit including control mechanism
- k. Process and timelines for scaling the above project

Funding:

PBSCAS will address the cost of curricula, courseware ,facilitating Industry Trainers for the Master Training, TTT (Training the Trainer) and Student Training programs concerned; all other related costs w.r.t. assessments for these programs will also be addressed by **PBSCAS**

Process

Part B

- (a) **PBSCAS** shall address the advertisement and other promotional activities for promoting the skill development programs and use all audio visual and online media for the same
The form of advertisement and all promotional material shall be jointly agreed upon and cleared by both the Parties concerned before use
- (b) **PBSCAS** will use NASSCOM /SSC NASSCOM material under this MoU solely for purpose of providing knowledge to the faculty and students with the latest and relevant information, and shall not use the same for any other commercial purposes
- (c) **PBSCAS** shall not use or permit the use of SSC NASSCOM / NASSCOM material for the benefit of any entity other than those under the purview of **PBSCAS**. It is expressly stated that this clause shall survive the termination of the MoU
- (d) **PBSCAS** to provide any other assistance as may be required from time to time to further the promotion or the management of the programs concerned



Key Features

Action	Training →	Post-Training Test →	Employment Facilitation
Tool	QP-based Program	QP-based assessments	Through member companies
Outcome	Participation certificate (with 100% attendance)	Performance as per industry benchmarks for employment	Facilitation of employment for deserving candidates

- Eligibility – Pre-Final year Engineering undergraduates for Phase I of the project
- Master Training: Industry Trainer to Master Trainers ratio- 1:25
- Teacher-Student ratio per batch – 1:30

5. Responsibility of NASSCOM/SSC NASSCOM Test Provider

NASSCOM/SSC NASSCOM Test provider for QP-based assessments shall conduct assessments for the students identified for the pilot project at cost.

PBSCAS will only use SSC NASSCOM's QP based assessments as appropriately to measure the impact of skill transference and help students to be employed reaching out to the IT-BPM Industry.

Process

NASSCOM /SSC NASSCOM Test Provider shall:

- Validate the test center (colleges) w.r.t. the infrastructure requirement for the conduct of the test
- Provide scores post the tests
- Provide Analysis w.r.t. the score for students

6. Placement

NASSCOM /SSC NASSCOM partner companies (i.e. those supporting this project) shall have the first right to offer employment to the candidates at any time during or after completion of the course concerned.

NASSCOM/ SSC NASSCOM and **PBSCAS** jointly own database of trained resources through, which would be shared with all NASSCOM members (including the ones who have provided their concurrence towards recognizing the program). Intent would be to increase the scope of employment opportunities



NASSCOM/ SSC NASSCOM will support **PBSCAS** in a job fair by facilitating the presence of member companies at no extra cost to itself for the placement of students certified for the QPs concerned

8. Trademark

The Parties agree that NASSCOM/ SSC NASSCOM logo, as shared by NASSCOM / SSC NASSCOM, shall be used in all promotion documents only post formal approval of the content by NASSCOM/SSC NASSCOM.

9. Intellectual Proprietary rights in SSC NASSCOM / NASSCOM material

- (a) The proprietary rights in relation to the material provided to **PBSCAS** and its college w.r.t. QPs shall rest with NASSCOM /SSC NASSCOM; **PBSCAS** shall have the right to use the curricula and course material in accordance to the terms of this MoU.
- (b) NASSCOM/ SSC NASSCOM is the owner of all the intellectual proprietary rights with regard to the training material thus developed (teacher and the taught), and neither this MoU nor the training material shall directly or indirectly create for **PBSCAS** or colleges under its aegis any right, title or interest therein
- (c) **PBSCAS** acknowledges and agrees that NASSCOM /SSC NASSCOM owns all rights, title/s and interest in NASSCOM /SSC NASSCOM training material/s, including, without limitation, all intellectual property rights and goodwill therein. **PBSCAS** will not delete or alter in any manner the copyright, trademark and other proprietary rights, notices etc. appearing in the training material provided by NASSCOM/ SSC NASSCOM

10. Indemnity

PBSCAS also hereby agrees to indemnify and hold NASSCOM/SSC NASSCOM harmless from any loss, claim, damage, costs, taxes, duties, additions, penalties, interest thereon or expenses of any kind, including the attorney's fees if any, to which NASSCOM /SSC NASSCOM may be subjected to by virtue of any finding related to the terms of the MoU or by virtue of any contravention and or non-compliance on the part of **PBSCAS** and **PBSCAS** and vice-versa with any laws, ordinance, regulations and codes as may be applicable from time to time.

11. Jurisdiction and Arbitration

In the event of any or difference between the Parties hereto, the courts in Delhi alone shall have exclusive jurisdiction to try any matter arising between the Parties here-to and accordingly both the Parties shall submit to the exclusive jurisdiction of courts in Delhi as mutually decided at that time for this purpose.

Any other aspects not covered in this MoU relevant to this program, and any difference or dispute between the Parties concerning the interpretation and/or implementation and/or application of any of the provisions of this Agreement shall be settled amicably through mutual consultation or



negotiation/s between the Parties, without reference to any third party. Any other aspects not covered in this MoU, relevant to this program, and disputes etc arising about any aspect of the MoU shall be settled through mutual consultation and agreement, by the Parties to this MoU. In case a settlement is not arrived at, all disputes or differences arising between the parties in relation to the interpretation, meaning or effect of this agreement, or to any breach thereof and remain unresolved after the intervention of the representatives of the parties, shall be referred to arbitration under the aegis of the Indian Council of Arbitration at New Delhi (ICA). The Rules of the ICA shall govern the arbitral proceedings between the parties. The arbitration proceedings shall be conducted in English and the venue for the arbitration proceedings shall be New Delhi.

12. Termination

- (a) Either Party shall have the right to terminate the MoU, if the other Party commits a material breach of any of the terms and conditions of the MoU concerned and fails to rectify the same within 30 days of being requested to do so in writing.
- (b) In the eventuality of termination or non-renewal of MoU on expiry of MoU, it would be the responsibility of NASSCOM/SSC NASSCOM to complete its commitment towards the project; **PBSCAS** to also complete and provide its services to all students admitted as per the regulation of **PBSCAS** with reference to the project identified in this MOU for the 'QP-based Program/ Course'. In such an eventuality, **PBSCAS** will continue to use the learning material for students already enrolled for the Programs, subject to the official intimation of the anticipated day of closure.

13. Amendment of the MoU

If during the operation of MoU, circumstances may rise which call for alteration / modification to this MoU, such alteration / modification shall be mutually discussed and agreed upon in writing with the approval of the appropriate authority of **PBSCAS** and NASSCOM/SSC NASSCOM. Such changes will be formalized in writing as an 'Addendum' to this MoU and will be deemed to be a part of this MoU.

14. Force Majeure

- (a) Notwithstanding anything contained elsewhere in the contract, the parties shall not be liable for liquidated damages or termination for default, if and to the extent that, it's delay in performance or other failure to perform its obligations under the contract is the result of an event of Force Majeure
- (b) For purposes of this Clause, "Force Majeure" means an event beyond the control of Parties and not involving Parties and not involving fault or negligence not foreseeable by or beyond the control of Parties. Events also include wars or rebellion, strikes, bandhs, fires, floods, epidemics, quarantine restrictions and freight embargoes etc.
- (c) If a Force Majeure situation arises, either Party shall promptly notify the other in writing of such conditions and the cause thereof. Unless otherwise directed by either the **PBSCAS** or NASSCOM/SSC NASSCOM, in writing, both Parties shall continue to perform their independent obligations under this MOU as far as reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.



PBSCAS or NASSCOM/SSC NASSCOM can opt out of this MoU on mutually agreeable terms and conditions in writing, as the case may be, prompted by a Force Majeure.

This MOU is prepared as two originals (one for NASSCOM /SSC NASSCOM and for the **PBSCAS**) and comes into force on the day when the Parties concerned have signed it.

For PBSCAS

Signature: 

Name: Dr. M. Ramesh

Designation: Principal

Address: P.B. Siddhartha College of Arts & Science, Siddhartha Nagar, Vijaywada - 520010

Seal



Witness

Signature: 

Name: V. Babu Rao

Designation: Director

Address: P.B. Siddhartha College of Arts & Science, Siddhartha Nagar, Vijaywada - 520010

For NASSCOM

Signature: 

Name: Dr. Sandhya Chintala

Designation: Vice President NASSCOM

Address: Plot 7-10, Sector - 126, Noida - 201303, Uttar Pradesh, India

Seal



Witness

Signature: 

Name: Ishvinder Singh

Designation: National Lead - Training & Efficacy

Address: Plot 7-10, Sector - 126, Noida - 201303, Uttar Pradesh, India

Draft Action Plan for QP-Based Training (Draft)

..... and NASSCOM/SSC NASSCOM
Date: _____ 2019

A Detail Action Plan will be created post the MoU signoff

SINo	Action Point	Schedule	Details--(as discussed and agreed)
1.	MOU Signed		The MOUs will be exchanged on this date to formalize the same
2.	QPs identified		OBF for the above QPs Outcome Based Framework (OBF) Identified QP's to be shared with Security Analyst (SSC/Q0901)
3.	Curricula and courseware development		Phase 1:- 1st round of Meeting for QP development workshop tentatively on _____
4.	Colleges Identified		_____ colleges
5.	Training Providers Identified, if required		NASSCOM to Identify the trainers 2 trainers per each job role.
6.	Students Identified		
7.	Promotion and Marketing		
8.	Infrastructure and Logistics in place		
9.	Train-The-Trainer program		4 Job roles with 20 faculty per job role 4*25=100 faculty – Training at Ernakulam or Any other location identified by Mock Assessment to be provided by
10.	NAC-Tech Diagnostic		Not required
11.	Student training		
12.	QP Assessments		
13.	Placement Facilitation	April 2020	By the end of next academic year



For

Signature: _____

Name: _____

Designation: _____

Date: _____

For NASSCOM:

Signature: _____

Name: _____

Designation: _____

Date: _____



Candidate Identity Proof

Candidates will be required to carry any one of the following Govt. issued ID proofs:

- i. Driving License
- ii. PAN Card
- iii. Voter ID proof
- iv. Aadhaar Card
- v. Passport
- vi. Printed Ration Card with photograph of the Applicant

Candidate shall not be allowed to take the assessment if s/he is not able to furnish any one of the above mentioned valid ID proof.





IT - ITeS SSC
NASSCOM

**COLLEGE/TRAINING CENTRE / ASSESSMENT
CENTRE
INFRASTRUCTURE CHECKLIST**

Approved by:

IT-ITeS SECTOR SKILLS COUNCIL NASSCOM
Plot 7-10, Sector – 126, Noida- 201303, Uttar Pradesh, India



TRAINING PROVIDER'S NAME: _____

ASSESSMENT PROVIDER'S NAME: _____

DATE OF ASSESSMENT: _____

PROGRAM NAME: _____

QP / Job Role Name: _____

INFRASTRUCTURE DETAILS

** Any additional software/ hardware requirement for assessment will be shared as and when assessments will be rolled out. Addendum to be added to this Agreement with details of the infrastructure requirement

**If any of the below mentioned requirement is not available at Training Partner's centre, then assessment will need to be conducted at one of AMAPL's assessments centres.

A. TECHNICAL SPECIFICATIONS			
	Description		Available (Yes / No)
Software			
	Server	Client	
System Operating System	Windows XP SP3+, Windows 7, Windows 8	Windows XP SP3+, Windows 7, Windows 8	
Java Scripts	Enabled, Cookies enabled	Enabled, Cookies enabled	
Antivirus	Disabled on server, Firewall to be disabled as well	Firewall to be disabled	
Web browser	Firefox, Chrome, IE7+ in order of preference	Firefox, Chrome, IE7+ in order of preference	
Screen resolution	1024 x 768	1024 x 768	



	Description		Available (Yes / No)
Hardware			
System CPU	P4	P4	
System RAM	1 GB free memory	512 MB free memory	
System HDD	10 GB	5 GB	
CD-ROM Drive	Not needed	Not needed	
USB Ports	Yes	No	
Sound Card (with necessary audio and video drivers)	Not needed	Not needed	
Headset with Microphone (for voice tests). What are the headphone & microphone features?	Not needed	Not needed	
Printer	Not needed	Not needed	
Power Backup			
UPS (assuming that generator will be used during power failure)	Yes	Yes	
Generator (giving back up for at least 2 hours or more if needed)	Yes	Yes	
Connectivity			
Broadband Internet connection	Internet – 512 KBPS LAN – 100 Mbps	No Internet LAN – 100Mbps	
Installation and Troubleshooting			
Installation Process (if any)	Aspiring Minds Project coordinator will set up a client server system. All systems should be connected via lan network.		
Troubleshooting Help Available	Is there troubleshooting help available?		



B. LOGISTICS SPECIFICATIONS			
	Description	Recommended	Availability (Yes / No)
1	Exigency plan in case of complete power failure	- Laptops / tablets be given to test takers - Laptops / tablets comply with hardware & software configuration defined in this document	
2	Student-proctor ratio	1:10	
3	Technical support staff per centre	2	
4	Seating arrangement at the test centre	Individual / cubicle seating	
5	Room size where test will happen	10ft x 15ft (min.)	
6	Rooms well lit and ventilated	Yes	
7	Tables & chairs / workstations ergonomically suitable	Yes	

Training Centre / Assessment Centre Validation Outcome:

- Does the test centre meet all the above mentioned requirements? Yes/No
- If No, then what are the points of concern?
 - _____
 - _____
 - _____
 - _____
 - _____
- Follow up required: Yes / No
- If follow up required, what date is it scheduled for? _____

Verified by: _____

Date: _____



Malpractice Avoidance Declaration

Any candidate/ Institute/College indulging in any sort of malpractice or unfair means or use of force to influence the assessment prior, during or after the assessment shall be barred from assessment and blacklisted. Every Training Partner shall sign a declaration confirming that he shall not indulge in any unfair practice. The declaration is to be signed prior to the assessment & shared with SSC NASSCOM's Assessment Provider's invigilator/ assessor/ proctor. Sample declaration is provided below:

To Whomsoever It May Concern

I, V. Babu Rao, Centre Manager of P.B. Siddhartha College of Arts & Science (Centre Code & TP), am conducting training for IT-ITeS sector under the QP Based Program. I assure the Assessment Body (AB) our full cooperation to conduct assessments at our centres in a free & fair manner.

I hereby agree to the following:

1. I (or my team) will provide required infrastructure & full cooperation to conduct assessment to the Assessment Provider /Agency (AP)
2. I (or my team) will provide our full cooperation to the Assessment Provider in conducting the assessment
3. I (or my team) will not enter the assessment room and interfere in the assessment process of AP
4. I (or my team) will not indulge in any unfair practice or cheating before, during or after the assessment
5. I (or my team) will not threaten or coerce the Invigilator/Proctor/ Assessor (or Technical Executive) from AP to help the trainees during the assessment or let the faculty help the students
6. I (or my team) will not influence the assessor by offering him any gifts or cash in return of favours before, during, or after the assessment
7. I (or my team) will not indulge in activity or means to leak or sabotage the assessment questions before, during or after the examination

I (and my team) hereby agree that for lack of compliance to any point mentioned above, we are liable to be reported to SSC NASSCOM by the Assessment Provider. We agree & are aware that the SSC can take a stringent action against the Training Partner and/or the center including but not limited to batch cancellation, black listing of center or training partner for our failure to comply with the points mentioned above.

If there are any issues or favors that Invigilator/Proctor/ Assessor seeks, same shall be immediately reported to:

IT-ITeS Sector Skills Council NASSCOM (SCC NASSCOM):

Mr Ishvinder Singh
Phone: +91-9911264795
Email: ishvinder@nasscom.in

Name of the Training Provider Owner/ Centre Manager: V. Babu Rao
Centre Address & ID: P.B. Siddhartha College of Arts & Science, Siddhartha Nagar, Vijaywada

Stamp & Signature

Date: March 4, 2019





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. **Aadha 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. 
- 2. 

Signed by:

VIJAY KUMAR REDDY


For and behalf of

Aadhya Analytics
Gannavaram, Vijayawada, Andhra Pradesh. INDIA

Witness:

- 1. *P. Sai sruen Varji*
- 2. *M. Toyalree*

MEMORANDUM OF UNDERSTANDING (MoU)
BETWEEN
M/s CENTRAL INSTITUTE OF PLASTICS
ENGINEERING & TECHNOLOGY (CIPET)
CENTRE FOR SKILLING AND TECHNICAL SUPPORT
(CSTS)
VIJAYAWADA



CIPET सि पे ट
profin - perform - practice - Plastics

AND
PARVATHANENI BRAHMAYYA COLLEGE OF ARTS &
SCIENCE (AUTONOMOUS), (PBSCAS)
VIJAYAWADA-10



September - 2018

PARVATHANENI BRAHMAYYA SIDDHARTHA COLLEGE OF ARTS & SCIENCE (AUTONOMOUS), Accredited by National Assessment and Accreditation Council (NAAC) by UGC as 'A' Grade, Affiliated to KRISHNA UNIVERSITY and approved by All India Council for technical Education (AICTE), New Delhi, SIDDHARTHA NAGAR, VIJAYAWADA, KRISHNA-DIST, ANDHRA PRADESH – 521230, Ph No: 0866 - 2479928, 2475966 Fax No.091 – 866 – 2492998, E – mail : pbs_college@hotmail.com

Central Institute of Plastics Engineering & Technology CIPET: Centre for Skilling and Technical Support (CSTS),VACDC Campus,Block-12, CR-15, New Auto Nagar, Kanuru,Vijayawada-520007. Phone No.: +91-866-2971466 Mobile No.: +91-9959333415

MEMORANDUM OF UNDERSTANDING (MoU)

BETWEEN

PARVATHANENI BRAHMAYYA SIDDHARTHA COLLEGE OF ARTS & SCIENCE (AUTONOMOUS)

VIJAYAWADA

AND

M/s CENTRAL INSTITUTE OF PLASTICS ENGINEERING AND TECHNOLOGY, VIJAYAWADA

This MoU entered into on this 27th Sep day of 2018 between **PARVATHANENI BRAHMAYYA SIDDHARTHA COLLEGE OF ARTS & SCIENCE (AUTONOMOUS), VIJAYAWADA (PBSCAS)**, Krishna District, A.P declared as an Autonomous Institute by UGC, accredited by National Assessment and Accreditation Council (NAAC) by UGC as 'A' Grade and recognised by All India Council for Technical Education (AICTE), New Delhi and **M/s. CENTRAL INSTITUTE OF PLASTICS ENGINEERING & TECHNOLOGY CIPET : CSTS – VIJAYAWADA.**

OBJECTIVE OF THE MoU:

The objective of this memorandum of understanding is to promote interaction between **Parvathaneni Brahmayya Siddhartha College of Arts & Science, Vijayawada** and **M/s. Central Institute of Plastics Engineering & Technology CIPET: CSTS – Vijayawada** in mutually beneficial areas.

PROPOSED MODES OF COLLABORATION:

- ❖ Training for Faculty and Technical Staff of **PBSCAS** in **M/s. Central Institute of Plastics Engineering and Technology, Vijayawada.**
- ❖ Visits of **PBSCAS** students to **M/s. Central Institute of Plastics Engineering and Technology, Vijayawada** for training and technology exchange.
- ❖ Four to six weeks Internship for **PBSCAS** students to get training during their vacation.
- ❖ Arranging Guest Lecturers/ Seminars/ Workshops by **M/s. Central Institute of Plastics Engineering and Technology, Vijayawada** Technical Staff.
- ❖ Research and Consultancy Works.
- ❖ Project Works.
- ❖ Two weeks industrial training for **PBSCAS** students.

PARVATHANENI BRAHMAYYA SIDDHARTHA COLLEGE OF ARTS & SCIENCE (AUTONOMOUS), Accredited by National Assessment and Accreditation Council (NAAC) by UGC as 'A' Grade, Affiliated to KRISHNA UNIVERSITY and approved by All India Council for technical Education (AICTE), New Delhi, SIDDHARTHA NAGAR, VIJAYAWADA, KRISHNA-DIST, ANDHRA PRADESH – 521230, Ph No: 0866 - 2479928, 2475966 Fax No.091 – 866 – 2492998, E – mail : pbs_college@hotmail.com

Central Institute of Plastics Engineering & Technology CIPET: Centre for Skilling and Technical Support (CSTS),VACDC Campus,Block-12, CR-15, New Auto Nagar, Kanuru,Vijayawada-520007. Phone No.: +91-866-2971466 Mobile No.: +91-9959333415

TERMS & CONDITIONS:

1. NATURE OF RELATIONSHIP:

- a) This MoU is for collaboration between both parties, for mutual benefits for several purposes set out in Annexure-I to enhance the quality of the education for the students of **PBSCAS**.
- b) This MoU shall be valid for 4 years from the date of MoU and each party shall be at full liberty to terminate the collaboration with a notice period of 3 months.
- c) Both parties shall take all reasonable steps to ensure successful completion of the collaboration in coordination with each other duly carrying out the obligation agreed upon.

2. MUTUAL OBLIGATION:

- a) This collaboration shall not be exclusive to both parties and shall not disallow each party from having similar collaboration with others. Except as expressly stated in this MoU, there shall be no obligation on any party to compensate the other in any manner.
- b) Each party shall meet the expenses between them as mutually agreed.
- c) Each party shall respect the others intellectual property and shall not use any trade name, trade mark, symbol or designation belonging to the other, without prior written approval. No party shall hold out as an agent or representative of the other or create any liability for the other. The parties shall indemnify the other for breach of this clause.

3. LIMITATIONS AND WARRANTIES:

- a) Each party shall ensure that the other is not put to any liability for any action of one party.
- b) Each party represents that they have the full power and authority to enter into MoU in general.

4. GENERAL:

- a) Both parties will designate a representative from its side who will be the primary point contact on behalf of that party.
- b) Both parties shall not use the name of the other in any advertisement or make any public announcement without the prior written approval of the other.
- c) Both parties will be regularly in touch with each other and explore setting up development of related research projects in Institute / Industry.
- d) Any dispute under this MoU will be settled in Vijayawada by mutual discussions.
- e) The course fee may be reviewed from time to time.
- f) Transportation of Students is to be borne by **PBSCAS** only

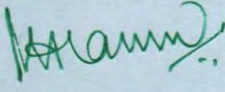
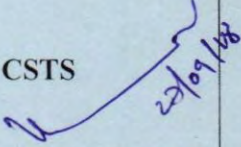
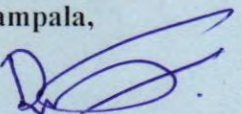
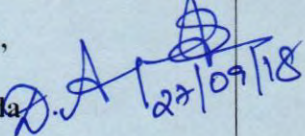
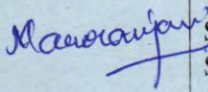

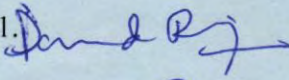
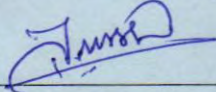
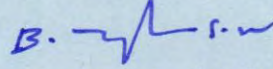
th In witness where of both the parties have set their hands to this MoU on this day-----
27 Sep of 2018-----. It is understood by the parties herein this MoU is based on the professional competence and expertise of each party and hence neither party shall transfer or assign this agreement, or rights or obligations arising hereunder, either wholly or in part, to any third party.

5. COST OF THE MoU:

Each party shall bear the respective cost of carrying out of the obligations under this MoU.

6. SIGNED IN DUPLICATE:

This MoU is executed in duplicate with each copy being an official version of the Agreement and having equal legal validity. By *SIGNING BELOW*, the parties, acting by their duly authorized officers, have caused this Memorandum of Understanding to be executed, effective as of the day and year first above written.

	For PARVATHANENI BRAHMAYYA SIDDHARTHA COLLEGE OF ARTS & SCIENCE (AUTONOMOUS), Vijayawada	For M/s Central Institute of Plastics Engineering & Technology CIPET: Centre for Skilling and Technical Support (CSTS), Vijayawada
1	Dr.M.Ramesh, Principal, PBSCAS 	Shri V Kiran Kumar, Director & Head, CIPET: CSTS Vijayawada 
2	Prof.Rajesh C Jampala, Dean, PBSCAS 	Shri D Anjaneya Sharma, Sr.Technical Officer, CIPET: CSTS Vijayawada 
3	Dr. M.Manoranjani, Vice - Principal & Head, Department of Chemistry 	Shri N Ravindra Reddy, Sr.Technical Officer, CIPET: CSTS Vijayawada 
4	Witness: 1.  2. 	Witness: 1.  (TAGORE S.V.F. BATTU, AAO) 2.

PARVATHANENI BRAHMAYYA SIDDHARTHA COLLEGE OF ARTS & SCIENCE (AUTONOMOUS), Accredited by National Assessment and Accreditation Council (NAAC) by UGC as 'A' Grade, Affiliated to KRISHNA UNIVERSITY and approved by All India Council for technical Education (AICTE), New Delhi, SIDDHARTHA NAGAR, VIJAYAWADA, KRISHNA-DIST, ANDHRA PRADESH – 521230, Ph No: 0866 - 2479928, 2475966 Fax No.091 – 866 – 2492998, E – mail : pbs_college@hotmail.com

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ANNEXURE-I

PURPOSE/ SCOPE OF THE COLLABORATION

1. **M/s. Central Institute of Plastics Engineering & Technology CIPET: CSTS - Vijayawada** will, from this time, participate / render guidance in the activities of technical orientation conducted by all academic departments of P.B.Siddhartha College of Arts & Science by way of Guest Lectures, Technical Seminars, Workshops, Training for Faculty, Technical Staff and students, Research and Development, Consultancy works, and project works for the benefit of the faculty and students.
2. **M/s. Central Institute of Plastics Engineering & Technology CIPET: CSTS – Vijayawada** will provide Internship to a mutually agreed number of students for a maximum period of 6 weeks, during summer vacation at their project sites or their associated companies.
3. Permit students of **Parvathaneni Brahmayya Siddhartha College of Arts & Science** to visit **M/s. Central Institute of Plastics Engineering & Technology CIPET: CSTS – Vijayawada** as per availability.
4. **Parvathaneni Brahmayya Siddhartha College of Arts & Science** will depute its faculty to **M/s. Central Institute of Plastics Engineering & Technology CIPET: CSTS – Vijayawada** for joint research and development of courses on various technologies.
5. It is under consideration to offer industrial orientation course for M.Sc / B.Sc students related to Manufacturing Industry as an elective.
6. It is agreed that **M/s. Central Institute of Plastics Engineering & Technology CIPET: CSTS – Vijayawada** to allow and guide two or three B.Sc / M.Sc projects during MoU/ Academic year involving **M/s. Central Institute of Plastics Engineering & Technology CIPET : CSTS - Vijayawada**.
7. Deputing personnel from **CIPET** as experts in various boards of PBSCAS such as Academic Council, Board of Studies or any other statutory bodies.



Memorandum of Understanding

M/s Academy of Computer Education

(Tally Institute of Learning)

and

P.B. Siddhartha College of Arts and Science

Date of Contract	:	06.08.2018
TIL Name	:	Academy of Computer Education
College Details	:	Moghalrajpuram, Vijayawada 520010
Academic Year	:	2018- '19
Course	:	Tally ACE
Financials		
Assessment and certification Fee	:	2000/-
Trainer charges	:	-
Total Fee	:	2000/-

M/S Academy of Computer Education and P.B. Siddhartha College of Arts and Science.

We Share the common vision of empowering the students by imparting industry relevant skill sets and increasing their employability.

To achieve our common goal M/S Tally Institute of Learning and College would collaborate on the following framework to execute the students training.

Provide Multiuser license free of cost to the college subject to enrollment of 100 students.

Role of M/S Tally Institute of Learning:

1. To provide the course ware.
2. To provide support for execution of training in terms of technical knowhow
3. To conduct online assessments for the students enrolled in the training as per details shared by the college.
4. To issue Tally certificate after course completion, to all students who have qualified in the online assessment test.

Role of the college:

1. To provide the required Infrastructure in the campus for training.
2. To organize the online assessments as per the Tally Education assessment guidelines.
3. To make payments to TIL before the start of the course.

For
Academy of Computer Education



Authorized Signatory

For
P.B. Siddhartha College of Arts
& Science



06/08/2018

Authorized Signatory

KRISHNA UNIVERSITY

Prof.D.Suryachandra Rao
Registrar
Krishna University,
Machilipatnam-521001.
Phone No's: 08672-225963
Fax : 08672-225960
Email : registrar@krishnauniversity.com



TO WHOMSOEVER IT MAY CONCERN

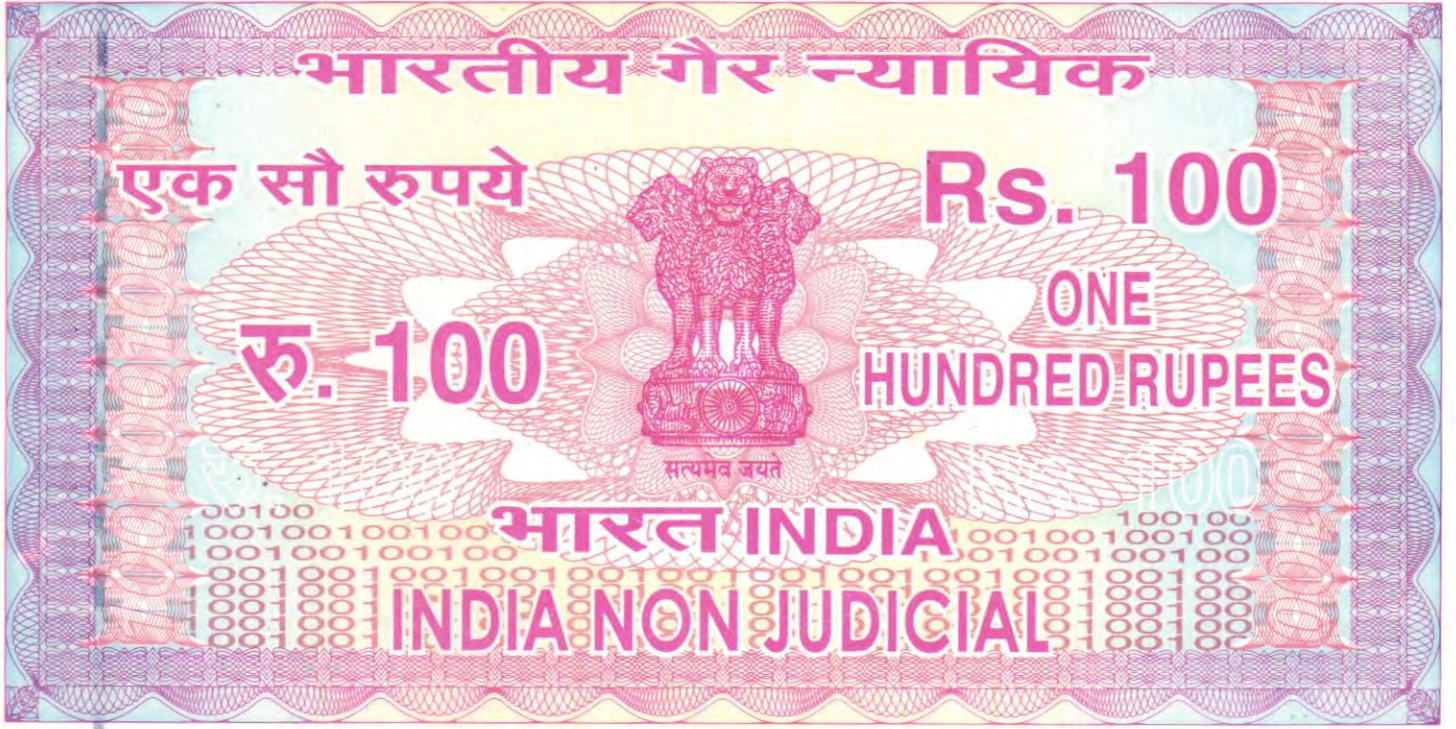
The SPORTS BOARD of Krishna University, Machilipatnam here by express our pleasure to Collaborate with Dept. of Physical Education & Sports Sciences of P.B.Siddhartha College of Arts & Science, Vijayawada in organizing National level Seminars sponsored by U.G.C/other organizations. Further it will be extended to conduct of Certificate course & Diploma in Yoga Education Course and other Sports related activities for a period of THREE YEARS i.e (2018-2021)

Date:06-01-2018



(Prof.D.SURYACHANDRA RAO)
REGISTRAR

KRISHNA UNIVERSITY
MACHILIPATNAM-521001



ఆంధ్రప్రదేశ్ ఆంధ్ర ప్రదేశ్ ANDHRA PRADESH

S.No. 417 Dt. 4/1/18 Rs. 100/-

Sold to Sr. M. Ramesh Sp. Rama Krishna Road, USA
For Whom: Principal P.B. Siddhartha College of Arts & Science
Vijayawada

CA 050540

M. USHA RANI

Licensed Stamp Vendor

O.L.No: 06-16-003/2015

RL.No-06-16-004

Valid Up to: 31-12-2018

#7-31, Lotus Towers, Kondapalli

Cell No: 9492225727

MEMORANDUM OF AGREEMENT

BETWEEN

Andhra Pradesh State Skill Development Corporation (First Party)

AND

Siddhartha Academy of General & Technical Education (SECOND PARTY)

This Memorandum of Agreement (MoA) is entered into on 4th day of January, 2018. The Andhra Pradesh State Skill Development Corporation, represented by the Pratap Kumar Kar, Chief Finance Officer, APSSDC having its registered office at NTR Administrative Block, 2nd Floor, above arrival block, Pandit Nehru RTC Bus Stand, Vijayawada - 520002 (here in after referred to as "APSSDC" or First Party, which expression shall unless repugnant to this context or meaning thereof, includes its successor in office, legal representatives and permitted assigns) of the One Part.

And

1


PRINCIPAL

Parvataneni Brahmaya
Siddhartha College of Arts & Science
VIJAYAWADA - 520 010,

(14)

The Siddhartha Academy of General & Technical Education, a society, sponsors of P.B. Siddhartha College of Arts & Science registered under Provisions of **Society Registration Act. XXI of 1860** bearing registration number 45/1975; represented by Dr.M. Ramesh, Principal, P.B. Siddhartha College of Arts & Science, having its registered office at Siddhartha Nagar, Vijayawada; having an Educational Institution by the name P.B. Siddhartha College of Arts & Science located at Siddhartha Nagar, Vijayawada (here in after referred to as "PBSCAS" Second Party, which expression shall unless repugnant to this context or meaning thereof, includes its successor in office, legal representatives and permitted assigns) of the other Part.

WHEREAS

- (a) The Government of Andhra Pradesh has a vision to be among the three best states in India by 2022 and to achieve the status of a developed state by 2029. To spearhead the skilling activities at the state level, a separate Department of Skill Development, Entrepreneurship and Innovation has been set up along with its implementing arm - Andhra Pradesh State Skill Development Corporation (APSSDC), the first party, as the forefront of all skilling initiatives in the State. Thus, the Corporation is in the business of promoting skill development and entrepreneurship among different segments in the State of Andhra Pradesh. In its endeavors to enhance the Employability Skills of Under Graduate and Post Graduate course perusing students, the first party intended to establish Employability Skills Centres (ESCs) and progressive UG/ PG colleges/ Autonomous institutions / Govt Colleges / University Campus PG colleges. . In this direction, through this MOA, APSSDC intends to associate with PBSCAS to train different segments of students and Job seeking youth in systematic enhancement of Employability Skills towards gainful employment for students / Job seekers ;
- (b) The Second Party having been into Educational services through its College by name P.B. Siddhartha College of Arts & Science submitted a proposal to the first party, upon understanding the requirements and functions of proposed Employability Skill Centres (ESCs). As the second party has intention and requirements as per criterion and agreed to provide services to the first party on the terms and conditions as set forth in this MoA.
- (c) In pursuance thereof, the parties have agreed to enter into this Agreement.

A. PURPOSE:

The purpose of this MoA is to clarify and sort out the roles and responsibilities of both parties in establishing and managing Employability Skill Centres (ESCs) for UG/ PG studying candidates in Various Degree/PG Colleges/University Campuses to enhance employability of students.

ROLES AND RESPONSIBILITIES:

B. FIRST PARTY

Responsibilities of APSSDC

- B.1 shall prepare over all calendar programs and communicate to Second Party;
- B.2. Shall Organize Training Programs for all Under Graduate and Post Graduate students. The programs would be of nature, common core (for all students); and modular (elective in nature) and Community specific modules;
- B.3 .Shall appoint required manpower to manage and coordinate Trainings in ESCs;
- B.3 Shall be installing requisite IT infrastructure as listed in Schedule -1 in the Employability Skills centers (ESCs) in the earmarked rooms by The second party;
- B.4. The First Party shall prepare Operational Guidelines for ESC to be followed by both the parties;
- B.5. The First Party will take care of insurance, regular maintenance and consumables items pertaining to Hardware provided.
- B.6.The First Party shall have right on any undefined business and activity that falls under purview of this MOA.

C. SECOND PARTY

- C.1 Shall provide the building space in terms of Two (2) Computer Labs and One (1) E-Class room with a minimum seating capacity of 50 each room space at the College premises to the First Party for Establishing the Employability Skill Center allocated to the Second Party. The second party shall ensure adequate furniture and electrical fixtures in the class rooms and labs;
- C2. Shall be responsible for ensuring proper physical security of the IT & other electronic Items as per schedule-1. Towards security, the second party shall do necessary arrangements and ensure the security for the items;

C.3. Shall facilitate trainings for different segments namely students within campus, students from other colleges and job seeking youth and the college shall allow its students to attend programs, take assessments and interviews as per schedule communicated by first party;

C.4 Shall provide separate Toilets to the boys and girls, who undergone training at the Employability Skill Center;

C5. Shall put necessary efforts and ensure maximum participation of students belonging to Scheduled Caste (SC) and Scheduled Tribe (ST) Categories in the college;

C6. Shall appoint a Centre Coordinator as Single point of contact person (SPOC) for all admin and programme related activities with the Second Party at the Employability Skill Centre for smooth running of the ESC.

C7. Shall actively participate in the ESC Programs, communicate feedback from the college and students, suggesting for betterment of the ESC programs towards maximizing reach;

C8. Shall arrange for common facilities of housekeeping, security, electrical supply, Drinking and Usage water to the Toilets for the Employability Skill Center students;

C9. Shall mark the daily attendance in the suggested mode (manual or bio metric or iris scan or so) by the SPOC of Second Party in coordination with ESC Coordinator.

C.10 Shall facilitating in collecting the registration fee as communicated by the First Party, from the candidates provided by the Second Party.

C11 Shall follow Operational Guidelines of ESCs in maintaining activities in ESCs.

D Responsibilities of Both Parties

The Both Parties agree that:

D.1 The Parties shall diligently perform their respective obligation under the Arrangement as per the procedure set forth above.

D.2 Neither Party shall share any Confidential Information with any other party. The sharing of such database by each other will be on trust that it will not be used by either Party for providing any kind of information to any third party.

D.3 The Parties agree to use the Confidential Information only for the purposes of this Arrangement and only as permitted herein under this MoA.

D.4. The ESC shall exclusively be used for in program to be assigned by the First Party to Second Party.

E: Ownership of assets: the ownership of the IT infrastructure/assets will lies with APSSDC whereas the second party, would be the custodian of the installed assets.

F. Arbitration: In the case of dispute arising upon or in relation to or in connection with the contract between the APSSDC and Second party, which has not been settled amicably, any party can refer the dispute for Arbitration under (Indian) Arbitration and Conciliation Act, 1996. The Arbitration and Conciliation Act, 1996 and any statutory modification or re-enactment thereof, shall apply to these arbitration proceedings

G. Termination of the MOA:

a) Termination for Default: The first party may, without prejudice to any other remedy for breach of Agreement, by a written notice of default of at least 30 days sent to the second party, terminate the Agreement in whole or in part (provided a cure period of not less than 30 days is given to the second party to rectify the breach):

(a) The agreement may be terminated if it is discovered at any stage that the second party has been furnishing false claims or providing misleading information with respect to enrolment of trainees, conduct of training or any other aspect related to programme.

(b) If the second party, in the judgment of the first party, is found to be engaged in corrupt, fraudulent, coercive and restrictive or collusive practices in competing for or in executing the Agreement.

(c) If the second party commits breach of any condition of the Agreement.

(d) If the second party is de-empanelled at any stage during the course of the Agreement.

b) Termination for Insolvency: The first party may at any time terminate the Agreement by giving a written notice of at least 30 days to the second party, if the second party becomes bankrupt or otherwise insolvent. In such event, termination will be without compensation to the second party, provided that such termination will not prejudice or affect any right of action or remedy that has accrued or will accrue thereafter to the first party.

c) Termination for Convenience –The first party, by a written notice of at least 30 days sent to the second party, may terminate the Agreement, in whole or in part, at any time for its convenience. The Notice of Termination shall specify that termination is for the first party's convenience, the extent to which performance of the second party under the Agreement is terminated, and the date upon which such termination

becomes effective. Depending on merits of the case the second party may be appropriately compensated for the loss incurred by the Agreement, if any, due to such termination.

- d) Limitation of Liability** - In no event shall either party be liable for consequential, incidental, indirect, or punitive loss, damage or expenses (including lost profits). The second party shall not be liable to the other hereunder or in relation hereto (whether in Agreement, tort, strict liability or otherwise) for more than the annual value of the training fees and any incentive paid (including any amounts invoiced but not yet paid) under this Agreement.
- e) Termination by the Client** – first party may, by not less than thirty (30) days' written notice of termination to the second party, such notice to be given after the occurrence of any of the events, terminate this Agreement, if:
- a. The second party fails to remedy any breach hereof or any failure in the performance of its obligations hereunder, as specified in a notice of suspension, within thirty (30) days of receipt of such notice of suspension or within such further period as the first party may have subsequently granted in writing;
 - b. The second party becomes insolvent or bankrupt or enters into any agreement with its creditors for relief of debt or take advantage of any law for the benefit of debtors or goes into liquidation or receivership whether compulsory or voluntary;
 - c. The second party fails to comply with any final decision reached as a result of arbitration proceedings;
 - d. The second party fails to comply with the decisions of the first party;
 - e. The second party submits to the first party a statement which has a material effect on the rights, obligations or interests of the first party and which the second party knows to be false;
- f) Termination by the second party** - The second party may, by not less than thirty (30) days' written notice to the first party, such notice to be given after the occurrence of any of the events, terminate this Agreement if:
- g)** Upon termination of this Agreement by notice of either Party to the other Party, the second party shall immediately upon dispatch or receipt of such notice, take all necessary steps to bring the Services to a close in a prompt and orderly manner and shall make every reasonable effort to keep expenditures for this purpose to a minimum.
- h)** The first party will reserve the right to cancel the MOA and take back all installed and transferred items as per schedule-1 in the circumstances of the second party's non-cooperation to organize ESC programs to its fullest potential.
- i)** The First party shall reserve the decision rights on the scheduled items on completion of tenure of the agreement.

F. Representations and Warranties by the Parties

In addition to the above the Parties hereto represent and warrants to other Parties as under:

- a) That it is duly organized and validly existing under the laws of the jurisdiction in which incorporated and has the necessary corporate power and authority under Applicable Laws to carry on its business and or perform its functions.

b) That this MoA

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

c) That all information set forth in this MoA is true and correct and is not misleading in letter and spirit.

G. PERIOD OF VALIDITY:

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

Each Party shall, however, have the right to terminate this MoA without assigning any reasons by giving prior written notice of 90 (Ninety) days through its authorized signatory. Without prejudice to the above, each Party may terminate this MoA by giving 45 (Forty Five) days notice in the event of breach of any of the terms of this MoA by any of the other Parties, however, such party shall serve a prior notice of its intention to terminate this MoA to the other parties and such event of breach should have remained un resolved/ un rectified within the said notice period of 45 days or such extended period as may be mutually agreed to.

H. NOTICES:

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

I. COMMUNICATIONS AND PUBLICITY:

The Parties shall consult and agree on all and any intended communications, publications, presentations and documentations relating to this Arrangement/ MoA(jointly the "Communication(s)") in advance prior to the intended release. If a MoA cannot be reached, a Party shall have the right to disclaim endorsement and/or dissociate itself from that Communication(s). No party shall use logo/trade mark etc. of each of the parties without obtaining its prior written concurrence to that effect.

J. IT IS MUTUALLY UNDERSTOOD AND AGREED BY AND BETWEEN THE PARTIES THAT:

MODIFICATION: Modifications within the scope of the instrument shall be made by mutual consent of the parties, by the issuance of a written modification, signed, and dated by all parties, prior to any changes being performed but all rights reserved by First Party can change any point of time needed.

INFORMATION OWNERSHIP: All information provided by First Party shall only be utilized for conducting training and placement assistance and First Party holds no ownership over the content prepared by Second party. First Party will in no way share or distribute any information received with other public or private agencies, organizations, and individuals\

PARTICIPATION IN SIMILAR ACTIVITIES: This instrument in no way restricts First Party from participating in similar activities with other public or private agencies, organizations, and individuals.

NON-FUND OBLIGATING DOCUMENT: This instrument is neither a fiscal nor a funds obligation document.

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

COMMENCEMENT/EXPIRATION DATE: This instrument is executed as of the date of last signature and is effective up to 3 years after end of service and will automatically expire unless extended.


AUTHORIZED REPRESENTATIVES: By signing below, the individuals signed in this document as representatives of First Party, Second Party are authorized to act in their respective areas for matters related to this MoA.

The parties hereto have executed this agreement as of the last written date below.

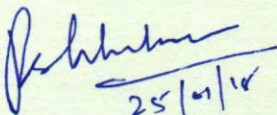
FIRST PARTY

SECOND PARTY

Date: 25/01/18

Date: 

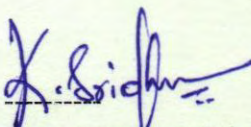
APSSDC


25/01/18

PRINCIPAL
Parvathani Brahmaya
Dr. M. RAMESH
Siddhartha College of Arts & Science
PRINCIPAL PBSCAS

PRANAY.P
Manager - Projects
Andhra Pradesh State
Skill Development Corporation,
Krishna Dist.

Witness: -----

Witness: 

Department of Computer Science
Parvathani Brahmaya
Siddhartha College of Arts & Science
VIJAYAWADA - 520 010.

MEMORANDUM OF UNDERSTANDING



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

An autonomous college under the jurisdiction of Krishna University,
Machilipatnam.

Siddhartha Nagar, Moghalrajapuram,
Vijayawada -520010, Andhra Pradesh, INDIA



And **Potluri Vara Prasad Siddhartha Institute of Technology**

Chalasani Nagar, Kanuru-520007

Andhra Pradesh. INDIA

This bipartite agreement (the “Bipartite Agreement”) is entered into on September 22, 2017 between:

1. **Parvathaneni Brahmayya Siddhartha College of Arts & Science**, Siddhartha Nagar, Moghalrajapuram, Vijayawada, Andhra Pradesh 520010 (hereinafter referred to as **P.B. Siddhartha College of Arts & Science**).
2. **Potluri Vara Prasad Siddhartha Institute of Technology**, Chalasani Nagar,, Kanuru-520007, 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 & 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 September 22, 2017.

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

- Faculty will be exchanged between two parties for the benefit of students. The faculty of one party with specialized knowledge will teach the subject to the students of the other college.
- Faculty will be exchanged to conduct Faculty development programmes.
- Faculty will be exchanged between two colleges to conduct hands-on experience sessions.
- Students will be exchanged between two colleges to be exposed to the equipment available.
- The knowledge of innovation, technologies, best practices and strengths will be exchanged between two colleges.

5. Limitation

This collaboration is for five years. The period will be extended for another five years after the completion of the first term with mutual consent.

6. Exceptions

Faculty member with an experience less than 5 years are exempted from exchange.

7. Exit


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

8. 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:


(Dr. M. RAMESH)
Principal

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




Signed by:



(Dr. K. SIVAJI BABU)
PRINCIPAL

For and behalf of
Potluri Vara Prasad Siddhartha Institute of Technology,
Chalasanani Nagar, Kanuru-520007
Andhra Pradesh. INDIA

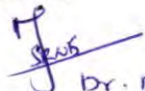


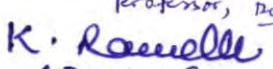
Witness:

1. 
[Dr. G. SRILATHA
Associate Professor in English]

2. 
Prof. RAJESH C. Jampati
Dean

Witness:

1. 
Dr. M. S. R. Nitharanjan Kumar
Professor, Dept of Mecha

2. 
(Dr. K. RAMESH)
Prof & head, civil engg.

2nd Dec, 2016

To
The Principal
Parvathaneni Brahmayya Siddhartha College of Arts & Science
Vijayawada

Respected Sir,

Greetings from ICT Academy.

We are pleased to inform you that Dell EMC has approved your esteemed institution as one of only 10 in the state of Andhra Pradesh to receive status of “**Dell EMC Center of Academic Excellence**” (CoAE) in the field of ‘Data Science and Big Data Analytics’. As a select member of CoAE, your institution will receive these special benefits:

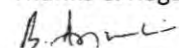
1. **Setup of Dell EMC Data Science & Big Data Analytics Lab** – Dell EMC will provide all necessary software required for training students and faculty on Data Science and Big Data Analytics
2. **Branding** – Dell EMC will provide a certificate for the institution and also approve branding in front of the Lab, college, and college website. (Designs provided by ICT Academy)
3. **Training Faculty** – Dell EMC will provide its Data Science-related training periodically to college faculty through ICT Academy.
4. **Training and Certification for Students** – Students can consume Data Science / Big Data Analytics training through the trained faculty and pursue certification, facilitated by ICT Academy.

The Next steps

1. Prepare the lab readiness with the minimum specification –outlined in the attachment - for installation of required software for the Data Science & Big Data Analytics Lab.
2. Nominate a faculty member/Lab in charge to attend the Lab installation training program.
3. Organize a formal inauguration of the “Dell EMC Center of Academic Excellence” at your institute where senior members from Dell EMC visiting the institution will formally open the academy. The event will include a 2-hour expert guest lecture for students and faculty members of CS and IT streams.
4. The trained faculty members of the institution shall instruct the students registered for the Data Science course and get them certified through Dell EMC International certification process.

Please contact Mr.Saravanan (95000 46714) for further guidance and support on this initiative.

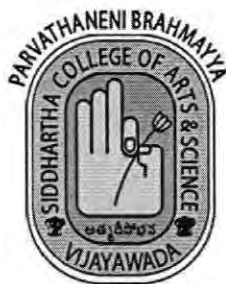
Thanks & Regards,



B Anbuthambi

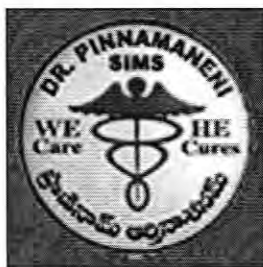
Vice President – Education Initiatives

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



And **DR. Pinnamaneni Siddhartha Institute of Medical Sciences**

Affiliated to NTR Health University, A.P. Vijayawada
Chinaoutpalli, Allapuram,
Andhra Pradesh. INDIA

This bipartite agreement (the “Bipartite Agreement”) is entered into on September 22, 2016 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. **DR. Pinnamaneni Siddhartha Institute of Medical Sciences**, Chinaoutpalli, Allapuram, 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 & 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 September 22, 2016.

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

- Faculty will be exchanged between two parties for the benefit of students. The faculty of one party with specialized knowledge will teach the subject to the students of the other college.
- Faculty will be exchanged to conduct Faculty development programmes.
- Faculty will be exchanged between two colleges to conduct hands-on experience sessions.
- Students will be exchanged between two colleges to be exposed to the equipment available.
- The knowledge of innovation, technologies, best practices and strengths will be exchanged between two colleges.

5. Limitation

This collaboration is for five years. The period will be extended for another five years after the completion of the first term with mutual consent.

6. Exceptions

Faculty member with an experience less than 5 years are exempted from exchange.

7. Exit

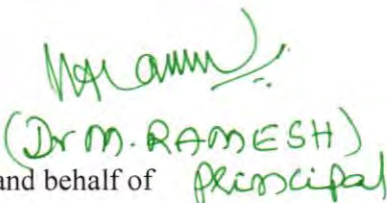
P.B. Siddhartha College of Arts & Science and **DR. Pinnamaneni Siddhartha Institute of Medical Sciences** retain the right to exit from this obligation without assigning any reasons but with 30 days notice and without any financial commitment.

8. 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.
- (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:


(Dr. M. RAMESH)
Principal
For and behalf of
P B. Siddhartha College of Arts & Science
Vijayawada - 520010
Andhra Pradesh, INDIA



Witness:



- 1. 
P. BABU RAO
Vice-Principal
- 2. 
P. RAJESH C. JANGAM
Dean

Signed by:


PRINCIPAL
For and behalf of
Dr. PINNAMANENI SIDDHARTHA INSTITUTE OF
MEDICAL SCIENCES & RESEARCH FOUNDATION
DR. Pinnamaneni Siddhartha Institute of Medical Sciences,
Chinaoutpalli, Allapuram, Andhra Pradesh. INDIA



Witness:

- 1. 
- 2. 



SHREE
ICON

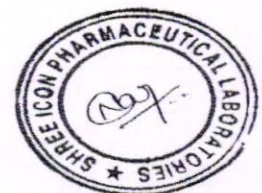
PHARMACEUTICAL LABORATORIES

Vijayawada,
10-06-2016.

We are happy to have MOU with dept. of chemistry, P.B.Siddhartha College of Arts & Science, Vijayawada - 10, to share knowledge and expertise with the students in handling lab equipment. In this connection, we would like to extend our linkage with you under the title "Training Programme" - Projects / Internships and would like to have this linkage for a period of 2015-2025.

Thanking You,

Yours faithfully,



G Narendra,
Director.