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NO. 878 KSDC

26.12.18

Aditya Academy

Kakinada.

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G.V. Satyavathi  
G.V. SATYAVATHI

SANTHAMARKET,  
PEDDAPURAM

L.C. No. 04-07-01-2014

Call : 99596 79790

MEMORANDUM OF UNDERSTANDING

BETWEEN

Aditya Academy and Sarojini Educational Society, Kakinada, E.G.Dt., AP, INDIA

AND

T.I.M.E. Pvt. Ltd, INDIA

This memorandum of understanding (here in after referred to as "MOU") is entered into on this day **December 26th, 2018.**

Between:

Aditya Academy and Sarojini Educational Society located at Kakinada, East Godavari District, Andhra Pradesh – 533003 running Engineering Colleges namely **Aditya Engineering College**, Aditya College of Engineering & Technology and Aditya College of Engineering with the approval of AICTE, catering the educational needs of various students across the country & abroad in engineering (here in after referred to as **COLLEGE**, which expression shall unless repugnant to the context, be deemed to include its successors in title, in interest and in rights etc., and permitted assigns, represented by its Vice President, Sri N. Satish Reddy.

And

Triumphant Institute of Management Education Private Limited (T.I.M.E.), having its office at 95B, 2nd Floor, Siddamsetty Complex, Park Lane, Secunderabad - 500003, Telengana, India (hereinafter referred as "**INSTITUTE**" for the sake of brevity) and represented by its Vice President, Mr. Lalit Narang.

COLLEGE & INSTITUTE collectively shall be referred to as "The Parties"

In furtherance of their mutual interest in improvement of technical skills and fundamentals of the engineering graduates of the COLLEGE particularly for competitive exams such as GATE and employability skills for getting an employment opportunities in Public Sector Undertaking Companies (PSUs) both the parties mentioned above hereby adopt the following Memorandum of Understanding.



N. Satish Reddy  
Vice-President  
ADITYA ACADEMY  
KAKINADA

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## The Purpose of the Agreement

Both the parties are committed to the enhancement of technical skills, fundamentals, educational excellence of the engineering students of the COLLEGE. The purpose of this MOU is to better serve the students by unleashing the creative potential of the most experienced teaching faculty of the INSTITUTE and to make the engineering students of the COLLEGE ready to get their best scores or ranks in various national level competitive exams such as GATE and also get employment opportunities in various PSUs across India.

## Services, Responsibilities and Terms & Conditions

Both the parties will undertake the following:

1. The INSTITUTE to conduct GATE classes with mutual consent as per the schedules submitted to COLLEGE.
2. The INSTITUTE should collect the fee from students (As per Annexure-II). Student-wise receipts of these payments shall be provided to student/college by the INSTITUTE.
3. The INSTITUTE shall issue an Identity Card, Study Material, Class Tests, Mock Tests, and All India Test Series to the student.
4. The INSTITUTE shall stop any student from attending classes & block student homepage if the student has not paid the outstanding fees by due date.
5. The INSTITUTE shall submit the fee proposals to the COLLEGE as appended and the fee revisions and fee structure for new courses shall be informed by the INSTITUTE to the authorities of the COLLEGE before implementing.
6. The COLLEGE will allow students of Aditya Engineering College, Aditya College of Engineering & Aditya College of Engineering & Technology to attend the GATE classes in their premises.
7. The COLLEGE assures that all the facilities provided by the COLLEGE including classrooms, electricity, pick & drop from Railway Station / Bus Stand, lodging & boarding to the faculty & co-ordinator of INSTITUTE etc are without any charge to facilitate conduction of classes.
8. It is expected that student strength of EC+EE, ME+CE, CS+IT branches for common subjects could be approximate 200 students. In such scenario COLLEGE would install necessary equipments in seminar hall to ensure proper visibility and audio to students for smooth conduction of class.
9. The INSTITUTE will nominate a co-ordinator duly authorized for correspondence with the COLLEGE who will be the Point of Contact with whom the COLLEGE will be dealing to ensure that the activities of INSTITUTE are within the confines of this MOU.
10. The INSTITUTE is solely responsible for remitting any taxes/duties to the Government imposed on the fee collected from the students of the COLLEGE.
11. Any Communication or Notice or Intimation shall be given to the authorized representatives of the respective parties and to be sent to the registered address of the parties.
12. The COLLEGE based on the student feedback can recommend to change the faculty, the INSTITUTE shall look at making the necessary changes.
13. Separate batches would be formed for GATE-2020 & GATE-2021. The COLLEGE should provide their support to INSTITUTE to build the required batch size i.e. 75 per batch per stream or 120 per combined batch of EC+EE, ME+CE, CS+IT.

## Participants

The Participants would be the Second Year / Third Year Graduates of EC, EE, ME, CE, CS & IT of Engineering.

## Batch Details & Fee Structure

Course and Fee Details are enclosed in Annexure I & Annexure II.

## Time Schedule

The program will be conducted on every Saturdays, Sundays & Public Holidays. Depending on the total strength, the students will be divided into batches with a minimum of 75 and a maximum of 150 per batch. The program will be conducted according to the time table drawn up with the mutual consent of both parties as per Annexure III. However, T.I.M.E. can merge the batches to teach the common subjects.



*N. S. Subashetty*  
Vice-President  
ADITYA ACADEMY  
KAKINADA

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### Governing Law and Jurisdiction

This MoU shall be governed by the laws of India. The Parties hereby agree that the courts in Secunderabad will have the exclusive jurisdiction to try any disputes by and between the Parties.

### Restrictions

COLLEGE shall not use the brand name of **T.I.M.E.** or any brand, trade mark, copy mark owned by **T.I.M.E.** and shall use it only to the extent as permitted by **T.I.M.E.**. COLLEGE shall use creatives and artworks for their promotion and advertisements only after getting approval from **T.I.M.E.** in writing.

### Force Majeure

In the event of non-fulfillment of the terms and conditions of this MOU due to any reasons of force majeure viz., war, riots, earthquakes and natural calamities neither the COLLEGE nor the INSTITUTE shall be held responsible for any loss or consequential losses.

### Arbitration

Both the parties shall settle any dispute if arise with regard to any of the conditions of the MOU through mutual consultations. In case the settlement is not arrived at, the dispute(s) will come under the purview of the Arbitration & Conciliation Act, 1996 and the jurisdiction of arbitration shall be at Secunderabad only.

### Duration of MOU and Amendments

The MOU shall be in force for a period of Three (03) Years commencing from the date of signing and may be reviewed by mutual consent by serving three month notice to the other party. Upon renewal, new terms may be agreed as part of a renewed understanding. Amendments to this agreement must be in writing and approved by the designated representatives of each party. Fee for GATE-22/23 to be charged in the academic year 2019-20, 2020-21 to be implemented with mutual consent. Institute has the right for not starting the class if no. of students are less than 75 per batch per stream or 120 per combined batch of EC+EE, ME+CE, CS+IT. If any money is collected from students and the batch is not started for lack of minimum number of students, INSTITUTE will refund the fee collected from such students.

### Termination of MOU


The INSTITUTE and the COLLEGE reserve the right to terminate this MOU by either party giving one year written notice to the other. Where such termination occurs, the provisions of this MOU shall continue apply on on-going activities/batches until their completion.

### Accountability of the Stakeholders

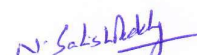
The INSTITUTE and the COLLEGE involved in any activities under this MOU must adhere to the rules and regulations of both the organizations.

### Statement of Intent

Nothing in this MOU shall be construed as creating any legal relationships between the parties. This MOU is a statement of intent to foster genuine and mutually beneficial collaboration. The INSTITUTE and the COLLEGE welcome the establishment of this MOU for cooperation and jointly agree to the provisions as set out above. This MOU will be effective from the date of its signing.

  
Authorized Signatory  
Vice President (GATE)  
**T.I.M.E. Pvt. Ltd.**



  
Authorized Signatory  
The Vice President  
**Aditya Academy**  
East Godavari  
Vice-President  
**ADITYA ACADEMY**  
**XAKINADA**