

ఆంధ్రప్రదేశ్ ఆంధ్ర ప్రదేశ్ ANDHRA PRADESH

BY 662194

ADITYA ACADEMY KAKINADA

B. KRISHNA RAO S.V. S.R.O.

PEDDAPURAM

L.C.No.04-07-05-1973

R.L. No. 04-07-16-2017

Cell : 97045 92867

MEMORANDUM OF AGREEMENT

This Memorandum of Agreement (MoA) is entered into on 3rd day of October, 2018:

Andhra Pradesh State Skill Development Corporation, a Section 8 Company registered under the Companies Act, 2013 having its Corporate Office at G&J Infra Building, 3rd Floor, D No.78/2, Near NH-5, Near Pathuru Road, Tadepalli, Guntur District, Andhra Pradesh represented by Executive Director-I (hereinafter 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 First Part.

And

Aditya Academy, an Educational Society, having its office at Sri Nagar, Kakinada, East Godavari District, Andhra Pradesh represented by Dr. M. Sreenivasa Reddy Principal, Aditya Engineering College (hereinafter referred to as 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 Second Part.


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WHEREAS

- (a) APSSDC is a unique organization formed as a public private partnership (PPP) corporation to promote skill-development & entrepreneurship in the state of Andhra Pradesh. APSSDC is the Executive Agency for the Department of Skill Development, Entrepreneurship and Innovation, Govt. of Andhra Pradesh (GoAP) serving the important task of providing high quality skilled manpower as part of the knowledge and Skills Mission of GoAP. The main objective of the Corporation is to implement a structured and pragmatic solution to skill & upskill the workforce in the State of Andhra Pradesh and to increase employability and promote entrepreneurship in sync with Industrial growth of the State.
- (b) APSSDC has signed a Memorandum of Understanding (MoU) with Dassault Systems India Private Limited to set up a 3D-experience center (3D-EC) for skill development in the State of Andhra Pradesh in the domains of Aerospace, Automotive and Ship-building and also provide skill development/ training for estimated 1 Lakh students in various certification courses in the next three (3) years starting from academic year 2018-19.
- (c) In its endeavours to enhance the Employability Skills of Diploma/Under Graduate and Post Graduate course perusing students, the first party (APSSDC) has selected some of the leading Engineering Colleges for providing the infrastructural facilities additionally required for running the Skill Development programs. In this direction, through this MoA, the First party (APSSDC) intends to associate with Aditya Engineering College to train different segments of students and Job seeking youth in systematic enhancement of Employability Skills towards gainful employment for students / Job seekers;
- (d) The Second Party having been into Educational services through its College by name Aditya Engineering College submitted a proposal to the first party, upon understanding the requirements and functions of proposed 3D-experience Centres (3D-EC). 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.
- (e) In pursuance thereof, the parties have agreed to enter into this Agreement.

A. PURPOSE:

The purpose of this MoA is to sort out the roles and responsibilities of both parties in establishing and managing 3D-Experience Center (3D-EC) for Diploma/ UG/ PG studying candidates in various Polytechnics/Engineering Colleges/University Campuses to enhance employability of students.


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ROLES AND RESPONSIBILITIES:

B. FIRST PARTY

The APSSDC shall

- select reputed engineering colleges/Universities through a stipulated procedure;
- provide a platform for registration of trainees online and mapping of institutions and students;
- identify and provide course curriculum to suit latest and future technologies;
- prepare over all calendar of programs and communicate to Second Party;
- organize Training Programs for all Diploma/ Under Graduate and Post Graduate students. The programs would be of nature, common core (for all students) and modular (elective in nature);
- depute required manpower to manage and co-ordinate Trainings in 3D-EC;
- Install requisite IT infrastructure as listed in Schedule -1 in the 3D-experience Centers (3D-EC) in the earmarked rooms by the second party;
- prepare operational guidelines for 3D-EC to be followed by both the parties;
- will take care of insurance and regular maintenance pertaining to Hardware provided;
- promote Research & Development and Innovation for existing Industries;
- have right on any undefined business and activity that falls under purview of this MoA;
- exercise its right to cancel the permission now granted to the institutions in the event of not fulfilling their obligations.

C SECOND PARTY

The Academic Institution shall

- provide the building space in terms of Two (2) Computer Labs and One (1) E-Class room with a minimum seating capacity of 60 each room space at the College premises to the First Party for establishing the 3D-experience center allocated to the Second Party. The second party shall ensure adequate furniture, electrical fixtures and Power backup in the class rooms and labs;
- 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;

- ensure internet connectivity of at least 150Mbps bandwidth;
- mobilize faculty and students of the college/institution for trainings and Certification;
- 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;
- provide separate Toilets to the boys and girls, who undergone training at the 3D-experience Center;
- put necessary efforts and ensure maximum participation of students belonging to Scheduled Caste (SC) and Scheduled Tribe (ST) Categories in the college;
- appoint a Centre Coordinator as Single point of contact person (SPOC) for all admin and programme related activities with the Second Party at the 3D-experience Centre for smooth running of the 3D-EC;
- actively participate in the 3D-EC Programs, communicate feedback from the college and students, suggesting for betterment of 3D-EC programs towards maximizing reach;
- arrange for common facilities of housekeeping, security, electrical supply, Drinking and usage water to the Toilets for the students;
- 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 3D-EC Coordinator;
- facilitate in collecting the registration fee as communicated by the First Party, from the candidates provided by the Second Party;
- ensure that the software supplied by the first party should not be used other than for the training programs as mentioned in this MoA;
- follow Operational Guidelines as issued by first party from time to time in maintaining activities in 3D-EC.

Gr. Seal

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Compliances:

- **KPIs** – Key Performance Indicators (KPIs) will be developed in mutual consultation with colleges and APSSDC.
- **Monitoring:** The activities of 3D-EC shall be regularly monitored through an IT monitoring system at APSSDC on a real time basis and also through the monitoring committee of APSSDC.
- **Management Information System:** To submit all reports and documents relating to progress of the students on rolls, Accounts, Audit and Annual Work Plan, as specified at such frequency as may be required by APSSDC.
- Details of Data of Number of students passed out, placed (Trained for Employability), and unplaced on year-on-year basis.
- Institutions will face punitive action if found to be:
 - ❖ Charging capitation fee or indulging in any other malpractice
 - ❖ Provided false data in their reports
 - ❖ Unable to achieve targets set by APSSDC/themselves in Proposals consistently
 - ❖ Any non-compliance with the terms and conditions of this Agreement

D Responsibilities of both the Parties

Both the Parties agree that:

D.1. The Parties shall diligently perform their respective obligation under the Agreement as per the procedure set forth above.

D.2. To get the evaluation of the programs done by third party for assessing the impact with respect to quality and quantitative placements.

D.3. 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.4. The Parties agree to use the Confidential Information only for the purposes of this Arrangement and only as permitted herein under this MoA.

D.5. The 3D-EC shall exclusively be used for in program to be assigned by the First Party to Second Party.

E: Ownership of Assets:

The Second Party irrevocably and unconditionally agrees that the assets provided by the First Party shall not be used for other purposes. The ownership of the IT infrastructure/assets shall lie with APSSDC whereas the second party, would be the custodian of the installed assets.


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F. Arbitration:

The Parties shall endeavour to resolve all or any dispute or difference arising out of or in connection with this Agreement, amicably within 30 days of notice in writing being issued by the non-defaulting party to the defaulting party indicating such dispute or difference. In case no amicable solution is arrived between the Parties within the said 30 days, then such dispute/s shall be settled through arbitration as per the provisions of the Arbitration and Conciliation Act, 1996 as amended from time to time. The arbitration shall be done by Sole Arbitrator appointed by APSSDC. The written award of the Arbitrator shall be final and binding on all the Parties. The seat and venue for the arbitration proceedings shall be at Vijayawada, Andhra Pradesh.

G. Termination of MoA:

The first (APSSDC) party shall have the right to terminate this MoA without assigning any reasons by giving prior written notice of 60(Sixty) days through its authorized signatory. Without prejudice to the above, either Party may terminate this MoA by giving 30 (Thirty) days' written notice through its authorized signatory in the event of any material breach of any of the material terms of this MoA by the other Party. The non-defaulting party shall first serve a written notice of its intention to terminate this MoA to the defaulting party highlighting the material breach and giving the defaulting party a period of 30 days or such extended period as may be mutually agreed to within which to remedy the material breach. Should such event of a material breach remain unresolved/unrectified within the said notice period of 30 days or such extended period as may be mutually agreed to, the non-defaulting shall be able to terminate the MoA forthwith.

H. 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 it was 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.

I. 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.


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J. LIMITATION OF LIABILITY

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

K. 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 given above. 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.

L. COMMUNICATIONS AND PUBLICITY:

The Second Party shall ensure that the name and logo of the first party should appear in all publication material. The Second Party shall ensure that the sign board depicting the name of the First Party be affixed outside the college. 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.

M. IT IS MUTUALLY UNDERSTOOD AND AGREED BY AND BETWEEN THE PARTIES THAT:

AMENDMENT: Amendment 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.

The parties hereto have executed this agreement as of the last written date below.

**For Andhra Pradesh State Skill
Development Corporation**



T. Anil Kumar
Executive Director - I

Witness:


Dr. Ravi Gujjula
CGM - Technical



For Aditya Engineering College


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ADITYA ENGINEERING COLLEGE
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Dr. M. Sreenivasa Reddy
Principal, Aditya Engineering College

(With stamp)

Witness:


(N. SATISH REDDY)

Vice-President
ADITYA ACADEMY
KAKINADA
(with stamp)

Schedule – I
Infrastructure

Item	Product Specifications	Qty
Make & Model	HP Make – Z Book 15U G4	36 nos (Thirty Six only)
Processor	Intel Core i5-7200U Processor	
Chip set	Integrated Chipset	
RAM	16 GB (1x16GB) DDR4 nECC Memory	
HDD	1TB SATA HDD	
Graphic Card	Dedicated Graphics with 2 GB min 64gb/s memory Bandwidth	
Display	HP LCD 15.6" Full HD LED Display	
Display Resolution	1900x1080 Full HD Pixel	
ODD	No Optical Drive	
Keyboard & Mouse	HP Keyboard and Mouse Combo pack	
Security	cable with suitable Lock	
Network Interface	Integrated 10/100/1000 Gigabit Nic Card	
Wi-Fi	Dual Band 802.11a/b/g/n/ac	
Display Port	DP port with 4k resolution	
VGA Port	VGA port with HD audio with internal speakers	
Ports	USB 3.0 – 3 nos, RJ 45	
Power	3 cell Li-ion with Fast Charge, 65W Power Adapter	
Operating System	Windows 10 Professional	
Warranty	Three Years Warranty	


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