

Number of Functional MoUs – 2018-19

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PRINCIPAL

PRINCIPAL

**SREE VIDYANIKETHAN ENGINEERING COLLEGE
(AUTONOMOUS)**

**Sree Sainath Nagar, A. RANGAMPET
Chittoor (Dist.) - 517 102, A.P., INDIA.**



ఆంధ్ర ప్రదేశ్ ఆంధ్ర ప్రదేశ్ ANDHRA PRADESH

S.No: 10095 Date: 19-11-2018, Rs.100/-

Purchased by: Dr. P.C.Krishnamachary S/o P.Venkataramanachary,

For Whom: The Principal, Sree Vidyanikethan Engineering College, Sri Sainath Nagar, A.Rangampet.

A.usha Rani 756270

A. USHA RANI

LICENSED STAMP VENDOR

L.No. 10-12-005/2011, R.L.No. 10-12-023/2017

D.No. 15-90, Reddy St., Old Pet
CHANDRAGIRI-517 101, CellNo: 96421 10085

MEMORANDUM OF UNDERSTANDING

Between

Dept. of Electrical & Electronics Engineering,
Sree Vidyanikethan Engineering College, Tirupati
and

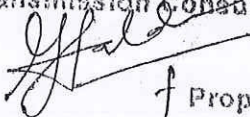
Advanced Ultra Power Transmission Consultancy, Gurgaon

This Agreement made and entered into on 3rd December, 2018 between the *Department of Electrical & Electronics Engineering, Sree Vidyanikethan Engineering College, Sree Sainath Nagar, A. Rangampet, Tirupati-517102, India* and *Advanced Ultra Power Transmission Consultancy* (here in after called **AUPTC**) situated at 1101, Unitech Arcadia, South City-II, Sector-49, Gurgaon-122018, India. This MOU shall be valid for 5 years from the date and each party shall be at full liberty to terminate the collaboration with a notice period of 3 months.

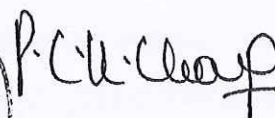
Sree Vidyanikethan Engineering College was established in 1996 and is one of the largest, most admired and sought after Institutions in Andhra Pradesh. The College is approved by AICTE and has been accorded Autonomous Status by the UGC, New Delhi. The College has attained 'PLATINUM' Status in the AICTE - CII Survey for *Best Industry-Linked Technical Institutes in India*.

The Department of Electrical & Electronics Engineering, Sree Vidyanikethan Engineering College was established in the year 1996 offering B.Tech. program in EEE. The Department also offers M.Tech.

For, Advanced Ultra Power
Transmission Consultancy


f Proprietor





programs with specialization in Electrical Power Systems (EPS) and Power Electronics and Drives (PED). Both the B.Tech. (EEE) and M.Tech. (EPS) programs were accredited by NBA. In addition, the Department has a Research Centre recognized by the affiliating University.

Advanced Ultra Power Transmission Consultancy (AUPTC) with Service of Commitment, Quality and Cost is a rapidly growing company in India. With the help of extensive experience, proven performance and innovation, over the years, AUPTC has been delivering excellence in Power Projects for Conventional as well as Renewable energy like Wind & Solar. AUPTC has vast experience in Bipolar and Back-to-Back HVDC Systems up to $\pm 512\text{kV}$, 2500MW Air Insulated Substations ranging up to 765kV, Gas Insulated Substations (indoor & Outdoor) up to 400kV, Transmission lines ranging up to 765kV, FSC up to 400kV and Solar Power up to 1000MW.

Objectives of the MOU:

The objective of this Memorandum of Understanding is to promote interaction between the Department of Electrical & Electronics Engineering, Sree Vidyanikethan Engineering College and AUPTC in mutually beneficial areas.

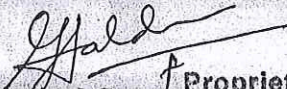
Proposed Modes of Collaboration:

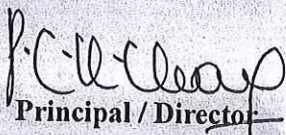
The Department of Electrical & Electronics Engineering, Sree Vidyanikethan Engineering College and AUPTC propose to associate for

1. Joint Certification Programs under *Electrical Systems Design and Green Power - Training Centre* at Sree Vidyanikethan Engineering College, Tirupati.
2. Mutual exchange of expertise through Guest Lectures, Technical Seminars, Workshops and other events for the benefit of the faculty and students.
3. Industrial visits / Internships for students.
4. Facilitate students in real time projects in AUPTC by providing practical training.
5. Curriculum design and development.

Note: All the above modes will be decided upon mutual consent based on Availability, Work Schedules

and Manpower of Company,
For, Advanced Ultra Power
Transmission Consultancy


Principal Consultant
AUPTC


Principal / Director

Sree Vidyanikethan Engineering College
PRINCIPAL
SREE VIDYANIKETHAN ENGINEERING COLLEGE
(AUTONOMOUS)
Sree Sainath Nagar, A. RANGAMPET
Chittoor (Dist.) - 517 102, A.P., INDIA.





ANDHRA PRADESH STATE SKILL DEVELOPMENT CORPORATION



DASSAULT SYSTEMS 3D EXPERIENCE CENTRE



3D EXPERIENCE

MEMORANDUM OF AGREEMENT

Institution Code: SVNE

50-CHTR

MEMORANDUM OF AGREEMENT

BETWEEN

ANDHRA PRADESH STATE SKILL DEVELOPMENT

CORPORATION (First Party)

AND

SREE VIDYANIKETHAN ENGINEERING COLLEGE

(Second Party)



ఆంధ్రప్రదేశ్ ఆంధ్ర ప్రదేశ్ ANDHRA PRADESH

S.No: 2208 Date: 27-03-2018, Rs.100/-

Purchased by: Dr. P.C.Krishnamachary S/o P.Venkatramanachary, Principal
For Whom: Sree Vidyanikethan Engineering College, A.Rangampet.

BZ 761128
A. Usha Rani
A. USHA RANI

LICENSED STAMP VENDOR
L.No. 10-12-005/2011, R.L. No. 10-12-023/2017
D.No. 15-90, Reddy St., Old Pet
CHANDRAGIRI-517 101, CellNo: 96421 10085

MEMORANDUM OF AGREEMENT

This Memorandum of Agreement (MoA) is entered into on 7th day of August, 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

Sree Vidyanikethan Educational Trust an Educational Society, having its office at Sree Sainath Nagar, A.Rangampet, Chandragiri Mandal, Tirupati - 517102. Chittoor District, Andhra Pradesh represented by Dr. P. C. Krishnamachary, Principal, Sree Vidyanikethan 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.

Executive Director
Andhra Pradesh State Skill Development Corporation
Dept. of Skill Development, Entrepreneurship & Innovation
Govt. of A.P. Vijayawada, A.P.

Andhra Pradesh State Skill Development Corporation
Dept. of Skill Development,
Entrepreneurship & Innovation
Govt. of A.P. Vijayawada, A.P.


P.C. Krishnamachary
PRINCIPAL
SREE VIDYANIKETHAN ENGINEERING COLLEGE
(AUTONOMOUS)
Sree Sainath Nagar, A. RANGAMPET
Chittoor (Dist.) - 517 102, A.P., INDIA.

P.C. Krishnamachary
PRINCIPAL
SREE VIDYANIKETHAN ENGINEERING COLLEGE
(AUTONOMOUS)
Sree Sainath Nagar, A. RANGAMPET
Chittoor (Dist.) - 517 102, A.P., INDIA.

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 **Sree Vidyanikethan 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 << name of the 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.


Executive Director
Andhra Pradesh State Skill Development Corporation
Dept. of Skill Development,
Entrepreneurship & Innovation
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Chittoor (Dist.) - 517 102, A.P., INDIA.

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.

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;


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Dept. of Skill Development,
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- 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;

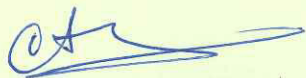

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- put necessary efforts and ensure maximum participation of students belonging to Scheduled Caste (SC) and Scheduled Tribe (ST) Categories in the college;
- appoint a Centre Coordinator as Single point of contact person (SPOC) for all admin and programme 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.

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.



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Chittoor (Dist.) - 517 102, A.P., INDIA,

- **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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 Executive Director
 Andhra Pradesh State Skill Development Corporation
 Dept. of Skill Development,
 Entrepreneurship & Innovation
 Govt. of A.P. Vijayawada, A.P.


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 (AUTONOMOUS)
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 Chittoor (Dist.) - 517 102, A.P., INDIA.

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

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Executive Director
Andhra Pradesh Skill Development Corporation
Dept. of Skill Development,
Entrepreneurship & Innovation
Govt. of A.P. Vijayawada, A.P.


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(AUTONOMOUS)
Sree Sainath Nagar, A. RANGAMPET
Chittoor (Dist.) - 517 102, A.P., INDIA.

- 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.

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


Executive Director
Andhra Pradesh State Skill Development Corporation
Dist. of Skill Development,
Entrepreneurship & Innovation
Govt. of A.P. Vijayawada, A.P.


PRINCIPAL
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(AUTONOMOUS)
Sree Sainath Nagar, A. RANGAMPET
Chittoor (Dist.) - 517 102, A.P., INDIA.

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.

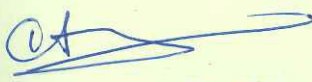
INFORMATION OWNERSHIP: All information provided by First Party shall only be utilized for conducting training and placement assistance and First Party holds no ownership over the content prepared by Second party. First Party will in no way share or distribute any information received with other public 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.

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Executive Director
Andhra Pradesh State Skill Development Corporation
Dept. of Skill Development,
Entrepreneurship & Innovation
Govt. of A.P. Vijayawada, A.P.


PRINCIPAL
SREE VIDYANIKETHAN ENGINEERING COLLEGE
(AUTONOMOUS)
Sree Sainath Nagar, A. RANGAMPET
Chittoor (Dist.) - 517 102, A.P., INDIA.

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

**For Andhra Pradesh State Skill
Development Corporation**

**For Sree Vidyanikethan
Engineering College**

T. Anil Kumar
Executive Director
Andhra Pradesh State Skill Development Corporation
Dept. of Skill Development,
Entrepreneurship & Innovation
Govt. of A.P. Vijayawada, A.P.

Dr. P.C. Krishnamachary
Principal,
Sree Vidyanikethan Engineering College
PRINCIPAL
SREE VIDYANIKETHAN ENGINEERING COLLEGE
(AUTONOMOUS)
Sree Sainath Nagar, A. RANGAMPET
Chittoor (Dist.) - 517 102, A.P., INDIA.

Witness:

11/10/18
Dr. Ravi Gujjala.

Witness:

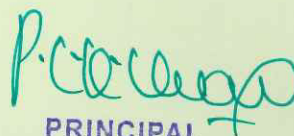
(B. RAVISEKHAR)
Director (Finance & Administration)

DIRECTOR
(FINANCE & ADMINISTRATION)
SREE VIDYANIKETHAN EDUCATIONAL TRUST
Sree Sainath Nagar, A. RANGAMPET-517 102
Chittoor (Dist), A.P.

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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MEMORANDUM OF UNDERSTANDING

between

SREE VIDYANIKETHAN ENGINEERING COLLEGE (AUTONOMOUS) (SVEC)

and

gcGEMS – GC German Center for Engineering and Management Studies UG Aachen

and

European Center for Mechatronics APS GmbH Aachen

This Memorandum of Understanding ("MOU") is executed on the 15th day of February 2019, between:

SREE VIDYANIKETHAN ENGINEERING COLLEGE (SVEC), having its principal address at Sree Sainath Nagar, A. Rangampet, Tirupati – 517 102, AP, India. (hereinafter referred to as "INDIAN UNIVERSITY", which expression shall unless repugnant to the meaning thereof, mean and include its successors and permitted assigns) of the FIRST PART

AND

GC German Center for Engineering and Management Studies, having its principal address at Kapuzinergraben 38, Aachen 52062 Germany (hereinafter referred to as "GEMS", which expression shall unless repugnant to the meaning thereof, mean and include its successors and permitted assigns) of the SECOND PART,

AND

European Center for Mechatronics APS GmbH Aachen, having its principal address at atvaalserstrasse 460, 52072 Aachen, Germany (hereinafter referred to as "APS", which expression shall unless repugnant to the meaning thereof, mean and include its successors and permitted assigns) of the THIRD PART,

APS and GEMS collectively referred as European Center for Mechatronics and Manufacturing. (hereinafter referred to as "ECMM", which expression shall unless repugnant to the meaning thereof, mean and include its successors and permitted assigns)

INDIAN UNIVERSITY and ECMM are individually referred to as "Party" and collectively as the "Parties".

WHEREAS:

- A. INDIAN UNIVERSITY is conducting academic courses (B.Tech, M.Sc., MBA and PhD) to students and management courses to professionals in reputed institutions, organizations and individuals in order to train management skills.
- B. GEMS is supporting international research, trainings and academic programs between Germany and India
- C. APS is actively supporting conceptual research, industrial research and academic programs in Germany and globally.

D. INDIAN UNIVERSITY, GEMS and AP Sintend to collaborate by entering into an MOU as part of establishing the "European Center for Mechatronics and Manufacturing", in its academic and research part as "Advanced Robotics Labs at Academia": here in after mentioned as "ARC"

In pursuance of the aforesaid, the Parties hereto wish to record under this MOU, the terms of their mutual understanding in order to establish a framework for initiating innovative models of industry based and cutting edge technical education.

NOW THE PARTIES HERETO AGREE AS UNDER:

ARTICLE 1: SCOPE OF THE MOU

1.1 The objective of this MOU is to set out the scope within which INDIAN UNIVERSITY, GEMS and APS 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 fulfill its obligations hereunder.

- ECMM is co-funding the INDIAN UNIVERSITY for establishing the ARC lab and student trainings along with industry partners and government partners.
- ECMM is providing knowledge transfer, training and industrial connect
- ECMM is executing the faculty training and student training in cooperation with INDIAN UNIVERSITY and Andhra Pradesh Skill Development Corporation (APSSDC)
- ECMM will be providing the course content and execution plan in consultation with APSSDC
- INDIAN UNIVERSITY is a partner to be part of establishing the Indo-European cluster for Mechatronics and Manufacturing
- INDIAN UNIVERSITY to be resource partner in India for ECMM for mutually agreed programs by providing two faculties for this process of ARC labs
- INDIAN UNIVERSITY is assigning the minimum 2 faculties for executing this program in India.
- INDIAN UNIVERSITY will be mobilizing the students and organizing the infrastructure recommended by the ECMM and APSSDC
- Conduct Mechatronics and Manufacturing courses and lab work
- Exchange of researchers and students
- To apply and manage international research projects with Indian and German companies/organizations.
- Establish of a common research location/representation for transnational research projects between German and Indian partners in Andhra Pradesh
- Collaborate for dissemination of knowledge on cutting edge technologies to faculty and research programs
- GEMS will be the organizing body for the process of this cooperation activity

1.2 If INDIAN UNIVERSITY, GEMS and APS mutually agree to pursue any specific objectives and undertakings, the terms and conditions for pursuing such objectives shall be documented on a case-to-case basis.

ARTICLE 2: ADVISORY GROUP

- 2.1 An "advisory board" is proposed in order to keep up with the rapidly changing trends in technology and academic requirements and to review the working and progress of the collaboration activities.
- 2.2 The board consists of one member from INDIAN UNIVERSITY, GEMS and APS and accomplished academic & industry representatives.
- 2.3 INDIAN UNIVERSITY, GEMS and APS can recommend the names of such representatives.
- 2.4 This board will meet on if needed at a mutually agreed location and will also discuss more frequently through email/electronic media as required to address the aspects related to the collaboration. Meeting are also possible with online conferences.

ARTICLE 3: COMMERCIAL TERMS

3.1 There are two commercial aspects involved in process of establishing the Advanced Robotic Control labs and skill development process through training of students and faculty.

- The process of lab establishment at the INDIAN UNIVERSITY funded 66.66 % by INDIAN UNIVERSITY AND 33.33% by GEMS and APS ECM.
 - INDIAN UNIVERSITY need to pay the 25% of their part of the payment prior to the MOU signing and remaining amount need be processed within 15 working days after the MOU signing.
- Skill development aspect: Student training fund will be allocated as 45% by APSSDC (Andhra Pradesh Skill Development Corporation), 45% by ECM and 10% by student. Payment process terms with APSSDC defined in a separate agreement between APSSDC, APS ECM and Indian University.

With respect to the travel, accommodation and any other related expenses of the Indo-German faculties and students will be taken care by respective parties.

ARTICLE 4: CONFIDENTIALITY

Confidentiality - It is envisaged that the Parties or any members of their respective Groups or any of their respective Agents may from time to time disclose Confidential Information relating to its current or proposed business to each other. In consideration of such Confidential information being made available to all parties, the first party, the second party and the third party agree that any disclosure or dealings between the Parties will be subject to the terms and conditions of this Agreement. All Parties will treat and keep all Confidential Information confidential and will not, without the Disclosing Party's prior written consent, directly or indirectly communicate or disclose (whether in writing or orally or in any other manner) Confidential Information to any other person other than in accordance with the terms of this Agreement (for the avoidance of doubt, this will also prohibit discussing the same with any Disclosing Party Group employees other than those involved in connection with the Project).

- Nothing in this Agreement will constitute the creation of a partnership, joint venture or agency between the parties.
- 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.

ARTICLE 5: ANNOUNCEMENT

From the date of signature, all parties, can announce the existence of this MoU. All the parties can submit the MoU for any regulatory or Government related purposes.

All parties can announce about the MoU on its' website of ECMM and INDIAN UNIVERSITY can mention the others as resource partner on its Masters and Research Programs conducted with the help of Industry Partners.

ARTICLE 6: TERM AND TERMINATION

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. 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.

However, commitments made by either party in respect of personnel hired, equipment ordered, for any industry research project under this MoU would be honored by respective parties.


PRINCIPAL
SREE VIDYANIKETHAN ENGINEERING COLLEGE
(AUTONOMOUS)
Sree Sainath Nagar, A. RANGAMPET
Chittoor (Dist.) - 517 102, A.P., INDIA.



ARTICLE 7: MODIFICATIONS

The AGREEMENT may be amended by mutual consent through an exchange of correspondence between the two Parties.

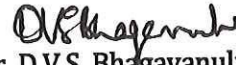
Such amendments come into existence only by a written agreement duly signed by persons authorized on behalf of each party.

Signatures

For



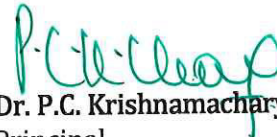
Dr. K.C. Varaprasad
Professor & Head
Dept. of Mechanical Engineering



Dr. D.V.S. Bhagavanulu
Director - SVEC
Sree Vidyanikethan Engineering College



Mr. B. Ravisekhar
Director (F&A)
Sree Vidyanikethan Educational Trust



Dr. P.C. Krishnamachary
Principal
Sree Vidyanikethan Engineering College

PRINCIPAL
SREE VIDYANIKETHAN ENGINEERING COLLEGE
(AUTONOMOUS)
Sree Sainath Nagar, A. RANGAMPET
Chittoor (Dist.) - 517 102, A.P., INDIA.

Date: 15-02-2019

For ECMM



Mr. Vangapandu Venkata Nagaraju
Founder/President - GC German Center for Engineering and Management Studies
President Indian Affairs – European Center for Mechatronics APS GmbH

Date: 15-02-2019

For ECMM

Dr. Till Quadflieg

Managing Director - European Center for Mechatronics APS GmbH

Date: 15-02-2019

For ECMM

Dr. Christoph Greb

Managing Director - European Center for Mechatronics APS GmbH

Date: 15-02-2019



ఆంధ్రప్రదేశ్ ఆంధ్ర ప్రదేశ్ ANDHRA PRADESH

CF 759685

Serial No:1333

Purchased By :

MANCHU VISHNU VARDHAN
BABU

S/O MANCHU MOHAN BABU
A.RANGAM PET - 517102

Denomination: 100

For :

C.E.O.

SREE VIDYANIKETHAN
EDUCATIONAL
TRUST
A RANGAMPET -517102

Date 16-03-2019

Stamp S. no CF 759685

[Signature]

Sub Registrar

Ex. Office Stamp Vendor
SRO Chandragiri



Northern Illinois
University



SREE
VIDYANIKETHAN

Engineering College (Autonomous)

MEMORANDUM OF UNDERSTANDING BETWEEN
NORTHERN ILLINOIS UNIVERSITY, DEKALB, ILLINOIS, USA
AND

Sree Vidyanikethan Engineering College
Tirupati, Andhra Pradesh, India

THIS MEMORANDUM OF UNDERSTANDING ("Agreement") is made and entered into by and between the Board of Trustees of Northern Illinois University, located in DeKalb, Illinois, 60115 USA ("NIU"), functioning through its Division of International Affairs, and Sree Vidyanikethan Engineering College, located in A. Rangampet, Tirupati-517102, Andhra Pradesh, India ("SVEC"). NIU and SVEC are collectively referred to herein as "institutions" and individually as "institution".

Contd....2....

Page 1 of 4

[Signature]

::2::

NIU and SVEC wish to expand scholarly ties and promote closer academic collaboration and therefore agree as follows:

1. Both institutions are united by common interests and objectives in educational exchange, and they wish to maintain and promote channels of communication that permit those mutual exchanges.
2. This Agreement will govern the general framework for academic exchanges between NIU and SVEC. Individual working agreements, should they arise, will be executed for specific projects under this Agreement.
3. The individual working agreement(s) referred to in paragraph 2 may be developed for, but need not be limited to, the exchange of faculty and students.
4. Each institution will be responsible for the travel costs of its own faculty or officials involved in mutual exchange activities under this Agreement.
5. Each institution will take action to make the substance of this Agreement known to its appropriate personnel, and will provide normal and reasonable assistance to such personnel in regard to the administrative details of exchanges and work agreements.
6. Each institution will appoint a liaison. The liaisons will, together, be responsible for tracking cooperative efforts, facilitating mutual assistance, and making an annual report to both institutions of the previous year's joint activities and the initiatives in progress for the next year.
7. This Agreement shall commence on April 1st, 2019 ("Effective Date") and terminate three years from the Effective Date, unless earlier terminated or renewed as provided for herein. This Agreement shall not take effect until it is signed by both parties. It may be renewed for an additional term of three years by an exchange of letters between the NIU Executive Vice President and Provost or Associate Vice President for International Affairs and the appropriate official of SVEC (the "Authorized Representatives") or other document evidencing intent to renew signed by the Authorized Representatives. Either party may terminate this Agreement upon prior written notice to the other party.
8. Any modifications to this Agreement shall be in writing and signed by the Authorized Representatives.

Contd....3....

9. This Agreement does not oblige either SVEC or NIU to undertake any financial expenditures or other contractual obligations.
10. The assignment of this Agreement to any other party or parties is expressly prohibited except with the written concurrence by the appropriate authorities of both NIU and SVEC.
11. The English version of this Agreement shall be the authoritative version of the Agreement for all purposes. In the event of a conflict between the English version and any translation of this Agreement, the English version shall control.
12. The parties are independent contractors with respect to each other, and a party shall not be deemed, nor hold itself out as being, a partner, joint venturer, employee or agent of the other party.
13. Neither party shall issue any press release or other public announcement relating to this Agreement or the activities contemplated by this Agreement or use the other party's name, logos, marks or any other trade designations (including, but not limited to, on its website, in printed materials or in any other manner) or any other intellectual property of the other party (collectively, "Institutional IP") without the prior written approval of such party, which approval may be withheld for any reason. Any approved use of Institutional IP shall be subject to compliance with all of the approving party's requirements, specifications and brand guidelines pertaining to the use of such Institutional IP. Each party shall comply with all reasonable requests from the other in the event any use of Institutional IP does not meet the reasonable expectations of the approving party. Neither party shall acquire or claim any right, title, interest or ownership rights of any nature whatsoever in any Institutional IP of the other party by virtue of this Agreement and shall cease use of any Institutional IP of the other party upon such party's request or upon termination of this Agreement. Any use of the other party's Institutional IP in a manner not authorized herein is a violation of this Agreement. Any and all goodwill that may result from use of the Institutional IP shall inure to the benefit of the owner of the Institutional IP.
14. The parties agree that a signature transmitted to the other party by electronic transmission shall be effective to bind the party whose signature was transmitted. The parties further agree that any xerographically or electronically reproduced copy of this fully executed Agreement shall have the same legal force and effect as any copy bearing original signatures of the parties.

Contd....4....


X 


15. This Agreement constitutes the entire agreement of the parties; and any future agreement, understanding, or waiver, to be binding upon the parties must be reduced to writing and signed by the Authorized Representatives.

IN WITNESS WHEREOF, authorized representatives of the parties have executed this Agreement in the appropriate spaces below.

BOARD OF TRUSTEES of

SREE VIDYANIKETHAN ENGINEERING COLLEGE

By: 
Christopher McCord
Acting Executive Vice President and Provost

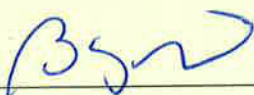
By: 
Manchu Vishnuvardhan Babu
Chief Executive Officer

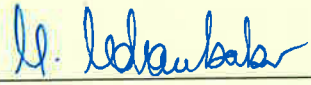
Date: May 19 2019

Date: 18.03.2019

Approved:

Approved:

By: 
Bradley G. Bond
Associate Vice President
Division of International Affairs

By: 
Matam Mohan Babu
Director
Office of International Relations



Serial No. 7035 Denomination: 100 Date: 13-12-2019 Stamp S.no CK 484634
Purchased By: DR.P.C.KRISHNAMACHARY S/O P.VENKATARAMANACHARY TIRUPATHI
For: THE PRINCIPAL SREE VIDYANIKETHAN ENGINEERING COLLEGE, SAINATH NAGAR A.RANGAMPETA
Sub Registrar Ex. Officio Stamp Vendor SRO Chandragiri

MEMORANDUM OF UNDERSTANDING

Between

**MICROMACHINING RESEARCH CENTRE
DEPARTMENT OF MECHANICAL ENGINEERING
SREE VIDYANIKETHAN ENGINEERING COLLEGE (AUTONOMOUS)**

Sree Sainath Nagar, A. Rangampet, Tirupati, Andhra Pradesh - 517102

AND

M/s. RV MACHINE TOOLS

S.F.No 18/2B, Jaganathan Industrial Estate, Athipalayam Road,
Chinnavedampatti, Coimbatore- 641 049, Tamilnadu, India

This Memorandum of Understanding is entered into on 4th April, 2019 between Department of Mechanical Engineering, **Sree Vidyanikethan Engineering College (Autonomous)** (hereinafter called SVEC) situated at A.Rangampet, Tirupati-517 102, Andhra Pradesh and **M/s. RV MACHINE TOOLS**, S.F.No 18/2B, Jaganathan Industrial Estate, Athipalayam Road, Chinnavedampatti, Coimbatore- 641049. Tamil Nadu, India (hereinafter called RVMT).



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4/4/19



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1. PREAMBLE

Sree Vidyanikethan Engineering College was established in the year 1996 by Dr. M. Mohan Babu, Chairman, Sree Vidyanikethan Educational Trust to serve the cause of technical education in the backward region of Rayalaseema of Andhra Pradesh. The College is located in a sprawling campus of about 30 acres, amidst sylvan surrounding with aesthetically built infrastructure. The College is known for its quality initiatives which are reflected in accreditations by NBA, NAAC and multinational organizations such as TCS and IBM. The College was conferred Autonomy by UGC, New Delhi from the Academic Year 2010-2011. With consistent and excellent academic performance of students and faculty contributions, the College has endeared itself to all its stakeholders. The College is participating in TEQIP-II, a World Bank and MHRD, Government of India initiative.

The Department of Mechanical Engineering was established in 2011. Competent faculty and excellent infrastructure are the hallmarks of the Department. The Department is surging ahead with Research, consultancy and testing services as the prime development initiatives in the domain of Mechanical Engineering.

M/s. RV MACHINE TOOLS was formed in the year 1992 to serve Mechanical Engineering community. Over the past several years, M/s RV MACHINE TOOLS is involved in manufacturing of Pneumatic Drilling Machines, Hydraulic Drilling Machines, Pitch Control Tapping Machines, Drilling / Tapping Self - Feeders, Friction Stir Welding and Friction Welding Machines etc., Few Customers of M/s. RV MACHINE TOOLS includes NMRL (DRDO), IITs, NITs, Annamalai University Chidambaram, JNTU (KAKINADA), PSG Tech Coimbatore, SRM Univerity, VIT University, Lakshmi Motor Works, C.R.I Pumps, Lucas-TVS, Hyundai Motor corporation, Rane Valves, Tafe, Texmo, Royal Enfield etc.,

2. OBJECTIVE

The core objective is to establish a long term linkage with **M/s. RV MACHINE TOOLS** to reduce the gap between Company expectations (practice) and academic offerings (theory) by direct involvement of Company to attain a symbiosis thereby, Company, Institution, Faculty, Students and Society stand to gain with a synergistic partnership. The Institutions stand to gain by way of updated curriculam, consultancy and R & D, source of manpower for employment, societal relevance, and most importantly acquisition of brand name/equity; Company stands to gain by way of availability of employable manpower pool access to design resources, and consultancy from the Institution as and when needed. Faculty stand to gain by way of exposure to latest Company practices for more effective teaching-learning processes, students stand to gain through hands-on training, reduction of learning curve in industrial practices; and, society stands to gain by way of improved quality of goods and services.

3. SCOPE

(a) The Key benefits from M/s. RV MACHINE TOOLS to SVEC are:

- Participating in curriculum design, development and update of the Mechanical Engineering programs
- Providing opportunities for student groups to undertake problem-solving projects



BDJ

M. Mohan Babu
+1/4/19



- Participating in bodies as the Board of Governors, Academic Council, Board of Studies, Industry-Institute-interaction Cell and College Research Mentoring Cell
- Assisting Institution in establishing new laboratories
- Training students, faculty and technical staff in new technologies and processes
- Collaborating in joint educational and extension programmes
- Participating in joint R&D activities
- Delivering expert lectures
- Organizing add-on programs in emerging areas of Mechanical Engineering such as Product Design, CAD and FEA.
- Providing assistance for improving employability including internships, entrepreneurial training, specialized skill training required for placement opportunities as per mutual convenience.

(b) The key areas in which SVEC can benefit M/s. RV MACHINE TOOLS are:

- The existing expertise available with SVEC can be utilized by the Industry for technology assessment, up-gradation and absorption.
- SVEC will encourage and enhance the activities to developing new knowledge innovations and technologies which can be adopted by RVMT.
- SVEC will undertake consultancy, testing and a few modules of projects of the RVMT for implementation.
- SVEC will train the professionals from M/s. RV MACHINE TOOLS in domain areas of Mechanical Engineering
- SVEC will provide a large talent pool of students for recruitment

4. GENERAL

- This MOU shall enter in force upon signature by both Parties and remains in force, unless terminated earlier by either Party upon ninety (90) days, written notice to the other Party.
- The termination this MOU shall not affect the validity or duration of projects under this MOU that are initiated prior to such termination.

5. MONITORING AND IMPLEMENTATION

Coordination Committee consisting of The Head of the Department and Dr. S. Ragu Nathan, Associate Professor (one faculty member) of Department of Mechanical Engineering, SVEC and an officer nominated by the M/s. RV MACHINE TOOLS will look into the monitoring and implementation of the various aspects of the MOU. An annual review will be conducted to monitor the progress and in furtherance of the activities covered under the MOU.



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4/11/19



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.

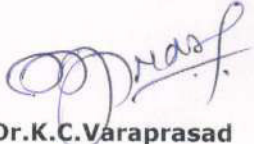
BY SIGNING BELOW, the parties, acting by their duly authorized officers, have caused this Memorandum of Understanding to be executed, effective as of the day and year first above written.

**For
M/s. RV MACHINE TOOLS
Coimbatore**

For RV MACHINE TOOLS


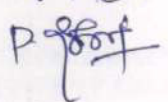
**For
Micromachining Research Centre
Dept. of Mechanical Engineering
SVEC, Tirupati.**

Signature : 
Name : **B. VENKATESH**
Designation : Managing Director/CEO
Place : Coimbatore
Date : 04.04.2019


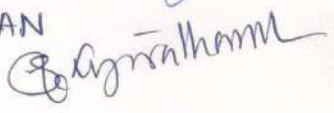
Signature : 
Name : **Dr.K.C.Varaprasad**
Designation : **Head of the Dept.**
Place : **A.Rangampet**
Date : 04.04.2019




Witness:

1. V. POOPESH BABU - 
2. P. LILLIGIA 

Witness:

1. DVS BHAGAVANULU 
2. Dr. S. RAGU NATHAN 

For SVEC, A. Rangampet.

Signature : 
Name : **Dr. P. C. KRISHNAMACHARY**
Designation : **Principal**
Place : **A. Rangampet**
Date : **04.04.2019**





Serial No. 7035 Denomination: 100 Date: 13-12-2019 Stamp S. no. CK 484634
 Purchased By: DR.P.C.KRISHNAMACHARY For: THE PRINCIPAL
 S/O P.VENKATARAMANACHARY SREE VIDYANIKETHAN
 TIRUPATHI ENGINEERING
 COLLEGE, SAINATH NAGAR
 A.RANGAMPETA Ex. Officio Stamp Vendor
 SRO Chandragiri

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Between

MICROMACHINING RESEARCH CENTRE
DEPARTMENT OF MECHANICAL ENGINEERING
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Handwritten signature
4/4/19



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BDJ

M. Mohan Babu
+1/4/19



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Handwritten signature and date 4/11/19.

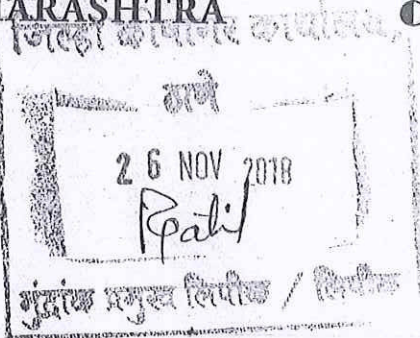




महाराष्ट्र MAHARASHTRA

2018

AM 593431



**PARTNER ACCEPTANCE DOCUMENT
INDIA**

Red Hat India Pvt. Ltd.
A-201, 2nd Floor, Supreme Business Park,
Hiranandani Gardens,
Powai, Mumbai -400 076
+91 22 61147588 | www.redhat.com

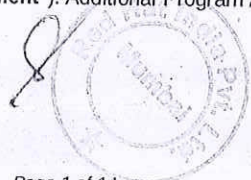


Parties	
Partner information	
Company name: Sree Vidyanikethan Engineering College	Contact Name: Aneesh Puthiya
Address: Sree Sainath Nagar, A. Rangampet-517102, Tirupati, Chittoor(DT), Andhra Pradesh	Email: aputhiya@redhat.com
Contact name: Dr P C Krishnamachary, Principal Email: svecp@vidyanikethan.edu Telephone: 0877-2236711, extn : 411, 9160999961	Tel.no. +91 -22-61147506 Fax:

Territory
India

This Partner Acceptance Document, upon execution, authorizes you to participate in one or more of the Red Hat Partner Programs marked below) in the Territory indicated above and sets forth the terms of your participation. If no Territory is identified above, the Territory will default to the country of your address above. The "Agreement" is comprised of this Partner Acceptance Document(s), the Partner Terms and Conditions, each applicable Program Appendix and transaction document(s) (which may be referred to as "Order Forms") entered into pursuant to these terms (collectively, the "Agreement"). Additional Program Appendices may be added by executing additional Partner Acceptance Documents.

P.C. Krishnamachary



008

जोडपत्र - २

27 NOV 2018

मुद्रांक विक्री नोंदवही अनु. क्रमांक २०१६५६ दिनांक

दस्ताचा प्रकार Agreement

दस्त नोंदणी करणार आहेत का? :- होय / ना ही

मिळकतीचे थोडक्यात वर्णन Red Hat India Pvt. Ltd.

मुद्रांक विकत घेणा-याचे नांव A-201, Supreme IT Park,

हस्ते असल्यास त्यांचे नाव, पत्ता Near Sharada Courage,

सही Wish Vamekar (Castle)

दुस-या पक्षकाराचे नाव G.S.

मुद्रांक शुल्क रक्कम 500/-

परवानाधारक मुद्रांक विक्रेत्याची सही - (श्री. शंकर साहेबराव यादव)

परवाना क्रमांक - १२०१०३१.

मुद्रांक विक्रीचे ठिकाण/पत्ता : जिल्हा सत्र न्यायालय, ठाणे.

ज्या कारणासाठी ज्यांनी मुद्रांक खरेदी केला त्यांनी त्याच कारणासाठी मुद्रांक खरेदी केल्यापासून ६ महिन्यात वापरणे बंधनकारक आहे.

Supreme IT Park Pvt. Ltd.
Near Sharada Courage,
Hiranandani (Behind Lake),
Mumbai - 400 076.
Tel: 022 - 3987 8888

Program Appendices	Program(s)	Location of Program terms
(mark all that apply)		
X	Red Hat Academy Program	Attached.

Applicable Terms and Conditions (choose only one)	Partner Terms and Conditions
X	The Partner Terms and Conditions set forth in the attached Appendix 1 and, if not attached, then as set forth at www.redhat.com/licenses/partners/ .

Additional Terms

Please sign below & send back original copy of the agreement to Red Hat Mumbai office. Each Party has executed this Partner Acceptance Document by its duly authorized representative and by its signature agrees to be bound by the terms of the Agreement.

Sree Vidyanikethan Engineering College

Signature *P.C.K. Uday*

Printed Name *DR. P. C. KRISHNAMACHARY*

Title *PRINCIPAL*

Date *06.02.2019*



Red Hat India Private Limited

Signature *[Handwritten Signature]*

Printed Name *GOVIND SINGH*
DIRECTOR FINANCE

Title

Date *21/2/19*



redhat
BID DESK APPROVED

Initials/Date *[Signature]* *21/2/19*

P.C.K. Uday

Red Hat Partner Agreement
(India)
PRINCIPAL
SREE VIDYANIKETHAN ENGINEERING COLLEGE
(AUTONOMOUS)
Sainath Nagar, A. RANGAMPET
Chittoor (Dist.) - 517 102, A.P., INDIA,

Red Hat India Pvt. Ltd.
 Near Supreme IT Park,
 Supreme Court Road,
 Hyderabad

1. Purpose

Red Hat designs programs for its partners ("Programs") to promote Red Hat Products, enhance the satisfaction of Red Hat's End Users and augment the expertise and resources of partners. Partner's participation in a Program(s) is governed by (a) Partner Acceptance Document including these Partner Terms and Conditions; (b) the applicable Program Appendix(ices) which have been agreed to by the Parties; and (c) any transaction documents (subject to this Agreement) for Red Hat Products and/or Services (each, an "Order Form").

"Red Hat" means Red Hat India Private Limited with a principal place of business at A-201, Supreme Business Park, Hiranandani Gardens, Powai Mumbai- 400 076. Red Hat "Products" and "Services" mean the specific Red Hat branded offerings set forth in a Program Appendix. The "Software" means the Red Hat branded software contained in the Red Hat Products, including any Updates in any form (e.g. binary, source or recompiled), that are delivered by or obtained from Red Hat, directly or indirectly, provided that Software does not include optional third party software set forth at <https://www.redhat.com/licenses/thirdparty/eula.html>. "Updates" mean software fixes, upgrades, enhancements, additions, corrections and modifications, if and when available. Red Hat and Partner are collectively referred to as the "Parties" and may be referred to individually as a "Party". "End User" is defined in the Program Appendices.

2. Programs, Application Process and Acceptance

Program Appendices and Program Guides may be amended by Red Hat at the time of renewal of the applicable Program Appendix, provided if you do not agree with the terms of the new Program Guide, you may elect not to renew the applicable Program Appendix subject to the terms of such Program Appendix. Unless otherwise agreed in writing, any subscriptions for Red Hat Products or Services purchased under a Program Appendix will commence upon the earlier of (a) the first use of such Product or Service, (b) the purchase date of such Product or Service or (c) the commencement date set forth in the Order Form.

3. Affiliate Authorizations

Partner's Affiliate(s) may participate in a Program only upon (a) approval by Red Hat, including with regard to Program level and credit terms, and (b) execution of a written participation agreement with Red Hat or its Affiliate(s) to bind the Partner Affiliate to this Agreement. "Affiliate" means an entity that owns or controls, is owned or controlled by, or is under common control or ownership with a Party, where "control" is the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of an entity, whether through ownership of voting securities, by contract or otherwise.

4. Territory

Partner may participate in the Program(s) only in the Territory designated in this Agreement. Red Hat and Partner may elect to expand the Territory, add Affiliates and/or establish different terms and conditions (e.g. currency, taxes, entities, etc.) by mutual written agreement, which may take the form of a Partner Acceptance Document or written participation agreement subject to this Agreement.

5. Fees

Fees, if applicable, will be as indicated in each appropriate Program Appendix and/or Order Form, and will be due and payable as set forth in such Program Appendix or Order Form subject to this Agreement. All amounts owed under the Agreement are to be paid in Indian Rupees unless specified otherwise.

6. Billing, Payment and Taxes

If Partner acquires Red Hat Products and/or Services directly from Red Hat, Red Hat will invoice Partner as set forth herein and may require receipt of a purchase order for any amounts due to Red Hat; provided, however, that any terms contained in a purchase order will not amend, supplement or modify the terms of this Agreement or be binding on Red Hat. Partner must pay all sums due to Red Hat either (a) net thirty (30) days from the date of invoice if Red Hat has approved Partner for such credit terms or (b) if Partner has not been approved for net thirty (30) day credit terms, then on a prepaid basis, in each case without regard to when or whether Partner collects payment from its customer(s). Partner will reimburse Red Hat for all costs and expenses incurred by Red Hat in connection with the collection of overdue amounts, including without limitation reasonable attorneys' and/or legal fees. All amounts payable shall be exclusive of any Taxes. Partner will pay to Red Hat, in addition to any amounts due to Red Hat for Red Hat Products or Services, an amount equal to any Taxes arising from or relating to this Agreement that are paid or are payable by Red Hat unless Partner presents Red Hat with a valid tax exemption or resale certificate. "Taxes" means any form of taxation of whatever nature and by whatever authority imposed, exclusive of any taxes based on the net income of Red Hat. In the event of a cross-border transaction, if Partner is required under any applicable law or regulation, domestic or foreign, to withhold or deduct any portion of the payments due to Red Hat, then the sum payable to Red Hat will be increased by the amount necessary for Red Hat to receive an amount equal to the sum it would have received had no withholdings or deductions been made, unless Partner provides Red Hat with the original withholding tax documentation that is sufficient for Red Hat to apply for and obtain a tax credit for the full withheld amount. The Parties will work together in good faith to minimize adverse tax consequences to Red Hat created by cross-border transactions. Any payments more than thirty (30) days past due will be subject to a late fee of one and one-half percent (1½%) per month, or the maximum rate allowable by law, whichever is less.

7. Verifications

During the Term and for at least two (2) years thereafter, Partner will keep and maintain commercially reasonable written records regarding Partner's use and distribution of the Red Hat Products and Services and business activities related to the Program(s) ("Records"). Red Hat may, at its own expense, verify the Records to determine Partner's compliance with this Agreement. This verification may take the form of requests for information, documents or records (to which Partner will respond promptly), on-site visits


Red Hat Partner Agreement
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PRINCIPAL
SREE VIDYANIKETHAN ENGINEERING COLLEGE
(AUTONOMOUS)
Sree Saijath Nagar, A, RANGAMPET



(for which Partner shall grant Red Hat the requisite access), or both. The Parties will act reasonably and cooperate with each other in respect of such verifications. Any on-site visit will occur during regular business hours and will not interfere unreasonably with Partner's business. For an on-site visit, Red Hat will give Partner at least thirty (30) day's prior written notice.

B. Trademarks

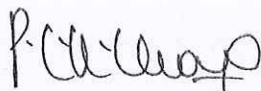
- 8.1 The term "Red Hat Marks" means the trademarks owned by Red Hat or a Red Hat Affiliate that are set forth in an applicable Program Appendix. Red Hat grants Partner a non-exclusive, non-transferable, royalty-free, revocable license in the Territory and during the Term to use the Red Hat Marks solely in connection with the marketing and distribution of Red Hat Products and/or Services as permitted in this Agreement, without the right to sublicense. Partner agrees to use the Red Hat Marks only as stated in this Agreement, and in doing so, to follow the standards of quality established by Red Hat and to adhere to the trademark usage guidelines found at: <http://www.redhat.com/about/corporate/trademark/guidelines> as amended from time to time and any other trademark terms contained in a Program Appendix (the "Red Hat Trademark Guidelines"). Any other use of Red Hat Marks is not permitted. Partner will provide Red Hat with representative samples of the use of Red Hat Marks contained within any materials including web pages, marketing, advertising, promotional and collateral materials ("Promotional Materials").
- 8.2 All goodwill created by the use of Red Hat Marks by Partner is for the sole benefit of, and accrues to Red Hat. Partner acquires no right, title or interest in Red Hat Marks or the goodwill associated with them, other than the right to use Red Hat Marks in accordance with this Agreement. Partner will not challenge the validity of Red Hat Marks, nor assist anyone in challenging their validity. Partner agrees not to make any application to register any Red Hat Mark or any domain names containing a Red Hat Mark, and not to use or register any trade name, trademark, service mark, slogan, logo or domain name that is confusingly similar to, or a reference to, any Red Hat trade name, trademark or service mark during or after the Term of this Agreement. Partner may not disparage Red Hat, Red Hat Marks or Red Hat Products.

9. Additional Requirements

- 9.1 Red Hat reserves all rights not expressly granted in this Agreement and all rights not expressly granted to the Red Hat Products and Services (including rights under any trademarks, copyrights, patents or other intellectual property of Red Hat). Partner will not use Red Hat Products or Services to create an offering competitive with Red Hat, directly or indirectly, or, unless specifically permitted in this Agreement, for the benefit of any other person or entity or permit any third party to make such use. If Red Hat determines that any of the Red Hat Products or Services is being used (in whole or in part) by Partner in any way to (a) avoid paying fees that would otherwise be due hereunder, (b) provide Services to third parties outside of the scope of a Program or (c) create revenue without payment of fees to Red Hat for Red Hat Products or Services, Red Hat may immediately suspend performance and/or terminate this Agreement and any Program, and reserves its rights to exercise any and all legal and equitable remedies available to it.
- 9.2 For each Red Hat Product (or Partner product that incorporates a Red Hat Product or Service, in whole or in part) that Partner sells to an End User under a Program Appendix, Partner shall purchase the equivalent Red Hat Product with respect to such conditions as the term (1 or 3 years) and support level. For example, if the End User purchases a one year 24x7 support level Red Hat Enterprise Linux product from Partner, Partner shall purchase a one year Premium (24x7) Red Hat Product from Red Hat. Similarly, Partner is only authorized to resell the complete Red Hat Product it purchased and is not permitted to decouple the Red Hat Product or sell it in parts. For example, Partner will not purchase a one year Red Hat Product from Red Hat and then break it into multiple shorter increments of time for resale. Partner will work with Red Hat to ensure that its resale of Red Hat Products to End Users is consistent with the terms for the Red Hat Products purchased.
- 9.3 Without limiting the generality of Sections 9.1 or 9.2 above, Partner agrees: (i) not to modify the Red Hat Products in any manner unless agreed to by Red Hat in writing and (ii) not to use or resell the Red Hat Products in any manner or for any purpose not permitted by this Agreement, including, without limitation, for Partner's own internal or production use, other than as may be expressly permitted in the applicable Program Appendix or by any applicable mandatory rule of law. For certain Programs and only during the term of the Program, Red Hat may provide Partner with access to non-production, evaluation, development kits and/or not for resale (aka "NFR") Red Hat Products for the sole purpose of testing and/or supporting its partners and/or End Users on issues related to Partner's rights and obligations hereunder. Should Partner resell or use its access to such Red Hat Products for Partner's own internal or production use other than as expressly permitted in the applicable Program Appendix, Partner agrees to purchase the appropriate Red Hat Product(s) under Red Hat's standard terms for such resale and/or use, and to pay the applicable fee for all periods. This Agreement establishes the rights and obligations associated with Red Hat's Programs, Products and Services, and is not intended to limit Partner's rights to software code under the terms of an open source license.


10. Intellectual Property

Partner agrees that all trade name, trademark, service mark, copyright, patent, trade secret, domain name and all other intellectual and industrial property rights anywhere in the world, including moral rights, and all applications, provisional applications, registrations, continuations and renewals thereof, and all associated goodwill (present or future) in and to the Red Hat Products, are and will, as among the parties, be owned by and vested in Red Hat or its licensors, notwithstanding any use of terms such as "purchase," "sale" or the like within this Agreement. Red Hat may provide access to third party software programs with the Red Hat Software that are not part of the Red Hat Software. These third party programs are (a) not required to run the Red Hat Software, (b) provided as a convenience, and (c) subject to their own license terms. The license terms either accompany the third party software programs and/or may be viewed at <http://www.redhat.com/licenses/thirdparty/eula.html>. If Partner does not agree to abide by the license terms for the third party software programs, then Partner may not install, use or distribute them.



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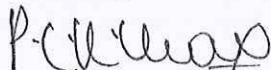
April 2018

11. Limited Warranties, Limitation of Liability, Disclaimer of Damages and Insurance and Indemnity

- 11.1 General Representations and Warranties.** Red Hat represents and warrants that: (a) the Services will be performed in a professional and workmanlike manner by qualified personnel; (b) it has the authority to enter into this Agreement with Partner; and (c) to Red Hat's knowledge, Red Hat branded Software does not, at the time of delivery to Partner, include malicious code for the purpose of damaging or corrupting the Software.
- 11.2 Disclaimer of Warranties.** EXCEPT AS SET FORTH IN SECTION 11.1 ABOVE, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE RED HAT PRODUCTS AND SERVICES ARE PROVIDED "AS IS" AND WITHOUT WARRANTIES OR CONDITIONS OF ANY KIND, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT AND FITNESS FOR A PARTICULAR PURPOSE. Partner will make no representations or warranties on behalf of Red Hat regarding the Red Hat Products or Services in connection with the distribution of the Red Hat Products or Services or otherwise.
- 11.3 Limitation of Liability.** TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, FOR ALL EVENTS AND CIRCUMSTANCES, RED HAT'S AND ITS AFFILIATES' AGGREGATE AND CUMULATIVE LIABILITY TO PARTNER AND ITS AFFILIATES ARISING OUT OF OR RELATING TO THIS AGREEMENT AND ANY ORDER FORM HEREUNDER, INCLUDING WITHOUT LIMITATION ON ACCOUNT OF PERFORMANCE OR NON-PERFORMANCE OF OBLIGATIONS, REGARDLESS OF THE FORM OF THE CAUSE OF ACTION, WHETHER IN CONTRACT, TORT (INCLUDING, WITHOUT LIMITATION, NEGLIGENCE), STATUTE OR OTHERWISE WILL BE LIMITED TO DIRECT DAMAGES AND WILL NOT EXCEED THE TOTAL AMOUNT PAID TO RED HAT AND ITS AFFILIATES BY PARTNER AND ITS AFFILIATES UNDER THIS AGREEMENT DURING THE TWELVE (12) MONTHS PRECEDING THE FIRST EVENT GIVING RISE TO LIABILITY FOR THE RED HAT PRODUCT OR SERVICE THAT IS THE SUBJECT MATTER OF THE CLAIM OR U.S. \$5,000.00, WHICHEVER IS GREATER. THE FOREGOING LIMITATION SHALL NOT APPLY TO CLAIMS FOR BODILY INJURY (INCLUDING DEATH) AND DAMAGE TO TANGIBLE PERSONAL PROPERTY CAUSED BY THE NEGLIGENCE OF RED HAT OR ITS EMPLOYEES.
- 11.4 Disclaimer of Damages.** NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THIS AGREEMENT OR ANY ORDER FORM, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL RED HAT OR ITS AFFILIATES BE LIABLE TO THE PARTNER OR ITS AFFILIATES FOR: ANY CLAIM BASED UPON A THIRD PARTY CLAIM; ANY INCIDENTAL, CONSEQUENTIAL, SPECIAL, INDIRECT, EXEMPLARY OR PUNITIVE DAMAGES, WHETHER ARISING IN TORT, CONTRACT, OR OTHERWISE; OR FOR ANY DAMAGES ARISING OUT OF OR IN CONNECTION WITH ANY MALFUNCTIONS, DELAYS, LOSS OF DATA, LOST PROFITS, LOST SAVINGS, INTERRUPTION OF SERVICE, LOSS OF BUSINESS OR ANTICIPATORY PROFITS, EVEN IF RED HAT OR ITS AFFILIATES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. Without limiting the generality of the foregoing disclaimer, Red Hat Products and Services are not specifically designed, manufactured or intended for use in (a) the planning, construction, maintenance, control or direct operation of nuclear facilities, (b) aircraft navigation, control or communication systems, weapons systems or (c) direct life support systems. Partner agrees that it is solely responsible for the results obtained from the use of the Red Hat Products and Services.
- 11.5 Insurance and Indemnity.** Partner shall put in place and at all times maintain during the Term and for two (2) years thereafter, at its own cost and expense, appropriate and sufficient commercial general liability insurance with a reputable insurance company to cover the activities of Partner contemplated in this Agreement. The premiums for these policies of insurance shall be the responsibility of Partner. Upon request, Partner will provide Red Hat certificates of insurance for all insurance coverage. Partner will indemnify and hold harmless Red Hat from any and all liability, losses, costs, damages or expenses, including reasonable attorney's, solicitor's or legal fees and costs, resulting from or arising out of third party demands or claims against Red Hat relating to any of Partner's actions including, but not limited to, performance or non-performance under this Agreement.

12. Publicity and Confidentiality

- 12.1 Publicity.** Partner will keep confidential and will not disclose, market or advertise to third parties the terms of this Agreement (including the fees paid hereunder). Partner or Red Hat may reference its relationship with the other, in the normal course of business including during earnings calls, discussions with analysts, meetings with the press, customer briefings, general marketing activities and in regulatory filings. Neither Party will issue formal press releases or other similar activities referencing the other Party without the written consent of the other Party.
- 12.2 Confidential Information.** The parties agree that Confidential Information provided under this Agreement will be held and maintained in confidence and each Party will use at least the same degree of care to protect such Confidential Information that it uses to protect its own confidential information, but in no event less than reasonable care. The recipient may use Confidential Information of the other Party only for the purposes of exercising its rights and fulfilling its obligations under this Agreement. Confidential Information may be disclosed only to Affiliates, employees, agents and contractors with a need to know, and to its auditors and legal counsel, provided in each case they are under a written obligation or legal duty to keep such information confidential using standards of confidentiality not less restrictive than those required by this Agreement. "Confidential Information" means all information and materials disclosed by either Party to the other during the Term that is either marked confidential or, by the nature of the information or the circumstances surrounding its disclosure, would reasonably be considered confidential. Confidential Information does not include information that (i) is or later becomes publicly available without breach of this Agreement, or is disclosed by the disclosing Party without obligation of confidentiality; (ii) is known to the recipient at the time of disclosure by the disclosing Party; (iii) is independently developed by the recipient without use of the Confidential Information; (iv) becomes lawfully known or available to the recipient without restriction from a source having the lawful right to disclose the information; (v) is generally known or easily ascertainable by parties of ordinary skill in the business of the recipient; or (vi) is software code in either object code or source code form that is licensed under an open source license. Both Parties agree that obligations of confidentiality will exist for a period of two (2) years following initial disclosure of the particular Confidential Information.


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13. Termination

- 13.1 **Term.** This Agreement begins on the Effective Date and continues until the expiration or termination of all applicable Program Appendices ("Term"). The term of each Program Appendix is independent of the term of any other Program Appendix. "Effective Date" means the first date when both Parties have fully accepted or signed the Agreement.
- 13.2 **Termination by Red Hat or Partner.** Red Hat may (without prejudice to any other right or remedy) terminate this Agreement in whole or in part (including any Program Appendix and Partner's participation in any Program) for any reason at any time upon ninety (90) days prior written notice to Partner. If Partner or Red Hat breaches the terms of this Agreement, and the breach is not cured within thirty (30) days after written notice of the breach is given to the breaching party (except for payment obligations, in which case five (5) days), then the other party may, by giving written notice of termination to the breaching party, terminate this Agreement in whole or in part (including any Program Appendix and Partner's participation in any Program) without prejudice to any other right or remedy; unless a shorter cure period is otherwise stated under this Agreement or in the applicable Program Appendix and provided that no cure period is required for a breach of Sections 8, 9.1, 12.2 or 14.3 hereof.
- 13.3 **Effect of Agreement Termination or Expiration.** Termination or expiration of this Agreement in whole for any reason will immediately terminate Partner's participation in any and all Programs. Upon such termination or expiration, Partner will immediately (i) cease referring to itself as a Red Hat Partner, or any other title associated with the Program, and using those titles in any communication or advertising; (ii) to the extent applicable, cease all promotion, demonstration, sale(s) and distribution of the Red Hat Products and/or Services; (iii) cease all use of the Red Hat Marks; (iv) return or destroy, at Red Hat's option, all printed materials containing Red Hat Marks, including all documentation and Promotional Materials; and (v) remit all fees due to Red Hat within fifteen (15) days of such termination or expiration. If the termination is not the result of a Partner breach, the Partner will be entitled to sell, for a period of no longer than sixty (60) days after termination, any of its inventory of Red Hat Products (subject to this Agreement) for which Red Hat has been fully paid and that are required to fulfill any unperformed contracts of Partner outstanding at the date of termination or expiration. All rights and obligations of the Parties under this Agreement and all applicable Program Appendices will terminate immediately, except that obligations under Sections 6, 7, 8.2, 10, 11.2 – 11.5, 12, 13.3 - 13.4, 14.1 - 14.3, 14.5, and 15 hereof, and any Partner payment obligations will survive such termination or expiration. Termination of this Agreement shall not affect any agreements between Red Hat and any End User.
- 13.4 **No Compensation.** Upon termination or expiration of this Agreement for any reason or at any time, Red Hat will have no obligation to Partner (except as Red Hat otherwise may be liable to Partner for Red Hat's material breach of this Agreement), or to any employee, agent or representative of Partner, for compensation or for damages of any kind, whether on account of the loss by Partner or such employee, agent or representative of present or prospective sales, investments, compensation or goodwill. Partner hereby indemnifies and holds Red Hat harmless from and against any and all claims, costs, damages and liabilities whatsoever asserted by any employee, agent or representative of Partner under any applicable cancellation, termination, labor, social security, payments under national insurance, or other laws or regulations.

14. General Provisions

- 14.1 **Governing Law and Venue.** This Agreement shall be governed by and construed according to the laws of the Republic of India, excluding the conflict of laws, provisions thereof. All disputes, differences or questions arising out of this Agreement including the interpretation of the terms herein or with regard to the obligations, failure or breach of any terms thereof by any of the Parties and/or compensation/damages payable under this Agreement or of any matter whatsoever arising under this Agreement, which have not been settled amicably within thirty (30) days from the commencement of informal negotiation, shall be referred by either Party to arbitration in accordance with the Arbitration and Conciliation Act 1996 (laws of India) and the award made in pursuance thereof shall be binding on the Parties. The seat of Arbitration shall be in Mumbai, India. The proceedings of arbitration shall be conducted in English. The arbitral tribunal shall consist of one (1) arbitrator to be appointed by the mutual agreement of the Parties, failing which the appointment shall be made under the terms of the said Arbitration and Conciliation Act. The decision or award so given by the arbitrator shall be final and binding on the Parties hereto. Any Party may at any time without regard to any notice periods required by the provisions hereof, and as often as is necessary or appropriate, seek interlocutory, provisional or interim relief or remedies from any court of competent jurisdiction (including, without limitation, to the extent available under applicable law, a temporary restraining order or preliminary injunction).
- 14.2 **Notices.** All notices, consents, waivers and other communications required or permitted by this Agreement must be in English, in writing, and will be deemed given when (a) delivered to the appropriate address by hand or by nationally recognized overnight courier-service (costs prepaid); (b) sent by facsimile or e-mail with written confirmation of transmission by the transmitting equipment delivered promptly thereafter; or (c) received by the addressee, if sent by certified mail, return receipt requested, in each case to the following addresses, facsimile numbers or e-mail addresses and marked to the attention of the person (by name or title) designated hereafter (or to such other address, facsimile number, e-mail address or person as a party hereto may designate by notice to the other parties hereto): For Partner: the most current address/fax number indicated by Partner to Red Hat in writing; . For Red Hat: A-201, Supreme Business Park Hiranandani Gardens , Powai, Mumbai – 400 076 with a copy to: VP, Business Affairs, Red Hat, Inc., 100 East Davie Street, Raleigh, North Carolina 27601; Facsimile: +1 (919) 754-3729.
- 14.3 **Compliance with Law and Export Controls.**
- 14.3.1 As between Red Hat and Partner, Partner (a) understands that countries, including the U.S., may restrict the import, use or export of encryption products and other controlled materials (which may include Red Hat Products, Services or related technical information) ("Controlled Materials"); (b) will be solely responsible for compliance with any such import, use, or export restrictions in connection with


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Partner's use, sale and/or distribution of Controlled Materials; and (c) will be the importer and exporter of record of the Controlled Materials that Partner uses, sells and/or distributes, and is responsible for all associated obligations, including but not limited to, paying all import duties and tariffs, and obtaining any required regulatory approvals, registrations, and export and import licenses.

- 14.3.2 Partner will comply with all applicable laws and regulations including all applicable anti-corruption laws and regulations, such as the U.S. Foreign Corrupt Practices Act and the U.K. Bribery Act (collectively, the "Anti-Corruption Laws"), and will not engage in conduct that would cause Red Hat to violate any law or regulation including the Anti-Corruption Laws. Among other conduct, the Anti-Corruption Laws prohibit Partner, directly or indirectly, from receiving anything of value from, or offering anything of value to, either private parties or government or public officials with the intent that the recipient perform improperly a relevant function or activity or a person be rewarded for improper performance. A government or public official includes employees and officers of a government agency, department or instrumentality, as well as the employees or officers of government-owned or government-controlled companies, public international organizations, political parties and candidates for political office. Partner represents and warrants that none of its significant shareholders, owners, partners, officers or directors ("Partner Officials") is a government or public official and that if any of the Partner Officials becomes a government or public official, Partner will immediately notify Red Hat in writing in accordance with the terms of this Agreement. Partner will not permit its resellers or partners to do anything that would violate or cause Red Hat to violate any law or regulation including the Anti-Corruption Laws. If Red Hat believes that Partner (or any of its resellers or partners) has breached or may breach any of the provisions of this Section or a notice is provided pursuant to this Section, Red Hat may immediately terminate the Agreement or stop performing its obligations (including making payments, if applicable) without any liability to Partner.
- 14.3.3 As required by U.S. law, Partner represents and warrants that it: (a) understands that certain of the Controlled Materials are of U.S. origin and subject to export controls under the U.S. Export Administration Regulations (the "EAR"); (b) is not located in any country listed in Country Group E:1 in Supplement No. 1 to part 740 of the EAR; (c) will not export, re-export or transfer the Controlled Materials to (1) any prohibited destination, (2) anyone who has been prohibited from participating in U.S. export transactions by any federal agency of the U.S. government or (3) any end user who Partner knows or has reason to know will use them in the design, development or production of nuclear, chemical or biological weapons, or rocket systems, space launch vehicles, or sounding rockets, or unmanned air vehicle systems; and (d) understands and agrees that if it is in the United States and exports, re-exports or transfers the Controlled Materials to eligible end users, it will, to the extent required by EAR Section 740.17(e), submit semi-annual reports to the U.S. Commerce Department's Bureau of Industry and Security, that include the name and address (including country) of each transferee.
- 14.3.4 Partner will not engage in any activity that is prohibited under the Anti-boycotting Act (50 USCA 2407, Part 760).
- 14.3.5 Partner acknowledges that Red Hat may be prohibited from providing Controlled Material(s) if Red Hat has knowledge or reason to believe that a violation of the applicable law will or has occurred.
- 14.4 **No Assignment.** This Agreement is only assignable by Partner with Red Hat's prior written consent. Any assignment made by Partner without Red Hat's prior written consent will be void and Red Hat will not be required to recognize the assignment. Red Hat may assign any or all of its rights and delegate or novate any or all of its obligations hereunder without the prior approval of Partner. At the request of Red Hat, Partner will execute any papers or documents reasonably necessary to give effect to such assignment or novation. Partner shall promptly notify Red Hat of any material change to its ownership structure.
- 14.5 **Independent Contractor.** Partner and Red Hat are independent contractors for all purposes, without express or implied authority to bind the other. Neither Party nor its employees, agents or contractors is entitled to any employee benefits of the other. Each Party will be responsible for all costs and expenses incident to performing its business. Nothing in this Agreement shall be deemed to constitute a partnership or to create a relationship of principal and agent between the Parties for any purpose.
- 14.6 **Force Majeure.** Neither Party will be liable for nonperformance or delays caused by acts of God, wars, riots, strikes, fires, floods, earthquakes, government restrictions, terrorist acts or other causes beyond its reasonable control. Upon the occurrence of any of the foregoing, the date of performance will be deferred for a period of time equal to the time lost by reason of the delay. This section does not relieve either Party of its obligation(s) to make payments.

15. Miscellaneous

(a) All headings contained in this Agreement are inserted for identification and convenience, and will not be deemed part of this Agreement for purposes of interpretation. (b) If any provision of this Agreement is held invalid or unenforceable for any reason, but would be valid and enforceable if appropriately modified, then such provision will apply with the modification necessary to make it valid and enforceable. If such provision cannot be so modified, the Parties agree that such invalidity will not affect the validity of the remaining provisions of the Agreement. (c) The delay or failure of either Party to exercise any rights hereunder will not constitute or be deemed a waiver or forfeiture of such rights. No waiver will be valid unless in writing and signed by an authorized representative of the Party against whom such waiver or forfeiture is sought to be enforced. (d) This Agreement will constitute the exclusive terms and conditions with respect to the subject matter of this Agreement, notwithstanding any different or additional terms that may be contained in the form of purchase order or other document used by Partner, including subsequent to the date of this Agreement. This Agreement contains the final, complete and exclusive statement of the agreement between the Parties with respect to the transactions contemplated herein and all prior written agreements and all prior and contemporaneous oral agreements with respect to the subject matter of this Agreement are contained herein. If there is a conflict between the Partner Terms and Conditions in this Appendix 1 and any applicable Program Appendix, Program Guide(s), End User License Agreement or any other Program literature, the terms will be interpreted in the following order (1) the applicable Program Appendix, (2) the Partner Terms and Conditions, (3) the End User License Agreement, (4) the Program Guide and (5) any other Program literature. (e) Except as otherwise provided in Section 2, this Agreement may not be changed except by written instrument signed by authorized signatories of the Parties, that makes specific reference to this Agreement. (f) This Agreement may be executed in counterparts, each of which will be deemed an original and all of which will constitute one and the same instrument.

Red Hat Partner Agreement
(India)

PRINCIPAL

SREE VIDYANIKETHAN ENGINEERING COLLEGE
(AUTONOMOUS)

Sree Sainath Nagar, A. RANGAMPET

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Red Hat Confidential Information



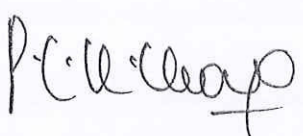
April 2018

The Parties may exchange electronic signatures and signature pages electronically and such signatures will be effective to bind the Parties. (g) The Parties acknowledge that they have each reviewed and participated in settling the terms of this Agreement. Furthermore, the Parties agree that any rule of construction to the effect that any ambiguities are to be resolved against the drafting Party will not be employed in the interpretation or construction of this Agreement.

16. Authorized Signatures

Partner may assent to this Agreement by (i) accepting this Agreement in an on-line transaction at the Partner Portal (<http://www.redhat.com/en/partners>) or a Red Hat designated successor to such URL, (ii) electronically signing the document via a Red Hat acceptable electronic signature tool and emailing to the email address identified in (a) below, or (iii) signing a physical copy of this Agreement and forwarding ALL pages of the signed Agreement via (a) email to globalcontracts@redhat.com via pdf, (b) fax to +65-6490-4201, or (c) mail to Red Hat Asia Pacific Pte Ltd, Attn: Contract Administrator, 8 Shenton Way, #10-00, Singapore 068811.



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Red Hat Partner Agreement
(India) **PRINCIPAL**
SREE VIDYANIKETHAN ENGINEERING COLLEGE
(AUTONOMOUS)
Sree Sainath Nagar, A. RANGAMPET

1. **Background and Purpose.** This Program Appendix ("Appendix") establishes the terms and conditions under which Partner will participate in the Red Hat Academy Program ("RHA" or "Program") in the Territory. Under the Program, Red Hat provides Partner an Internet deployed and managed Curriculum, Software, and Services and Partner provides the facilities and Teachers and delivers the Courses to Students as set forth in this Appendix. Capitalized terms not defined in this Appendix shall have the meaning given to them in the Partner Agreement between the parties, including the Partner Terms and Conditions.

2. **Definitions.**

"Appendix" means this Red Hat Certified Training Partner Program Appendix, including the terms and conditions governing the relationship between the Parties as contemplated by this Appendix, and further subject to the terms and conditions of the Partner Acceptance Document ("PAD"), to which this Appendix shall be an attachment.

"Curriculum" means the Courses, Course Materials, Manuals, and any and all instructional content, assessment, tests, and instructional materials included therein whether in print or electronic format, provided by Red Hat as part of the Red Hat Academy Program.

"Course" or "Courses" means the specific courses or units of study that may be taught under the RHA and as set forth in Exhibit A, Exhibit C and as otherwise offered by Red Hat under the Red Hat Academy Program.

"Course Materials" means any and all instructional and educational content provided directly or indirectly by Red Hat, including without limitation designs, course names and numbers, course materials, Manuals, methodologies, software, scripts, processes, instructional materials, slides, notes, lab exercises, assessment tools, quizzes, tests, answer keys, scripts, files, instructor guides and/or any other materials in any format, provided in connection with the Curriculum whether distributed in print, electronic, or video format, including, without limitation, Student Kits, Exams, Exam Kits, and Exam Authorizations. Any of the foregoing may be modified by Red Hat, from time-to-time, at its sole discretion.

"Documentation" means user manuals, training materials, software descriptions and specifications, brochures, technical manuals, license agreements, supporting materials and other printed information provided in connection with the Learning Services, in any format.

"Effective Date" means the first date when both parties have fully accepted or signed the Partner Agreement including this Appendix.

"Exam" means a Red Hat performance based certification exam.

"Partner" means a qualified university, academic institution, or entity with a workforce development program that acquires the Red Hat Academy Subscription for its own use to be provided to Partner's Students and without the right to directly or indirectly sell, resell, remarket, or, in whole or in part, otherwise distribute Red Hat Academy. Eligibility of a Partner is determined at Red Hat's sole and exclusive discretion.

"Program Subscription Fee" means the annual subscription fee paid by Partner that provides Curriculum, Software and Services to the Partner and enables Partner to teach the Curriculum to Students as set forth herein or in separate mutually agreed order.

"Services" means Learning Services provided as part of the Program.

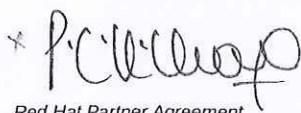
"Student(s)" is a person enrolled full or part-time in the Partner's school, institution of learning and admitted to a degree awarding program (e.g. diploma, or degree, program, or certificate program) and attends a Course as taught by a Teacher.

"Student Kit" means the individually printed and packaged, digital or online Course Materials required for one (1) Student enrolled in a single Course.

"Software" means Red Hat Enterprise Linux, JBoss Enterprise Middleware and other software programs branded by Red Hat, its Affiliates and/or third parties including all modifications, additions or further enhancements delivered by Red Hat.

"Teacher" is a Partner employee or contractor who meets all qualifications determined by Red Hat who teaches and instructs Courses for the Partner.

"Teacher Kit" means a set of materials, including a copy of the Red Hat Academy Student Kit as well as supplemental Instructor materials, assembled by Red Hat solely for use by a Red Hat Academy instructor in delivering Red Hat Academy classes.



Red Hat Partner Agreement
(India)

PRINCIPAL

SREE VIDYANIKETHAN ENGINEERING COLLEGE
(AUTONOMOUS)

Sree Sainath Nagar, A. RANGAMPET



3. License and Ownership

- 3.1 **License Grant.** Upon Partner paying the applicable Fee(s), Red Hat grants Partner a non-exclusive, revocable, fully paid license, with no right to sublicense (including, but not limited to, sell), to use the Curriculum and Course Materials pursuant to the Agreement as follows: (a) distribution of Course Materials is limited to one (1) copy per Teacher and one (1) copy per Student; (b) Curriculum are provided solely for the use by Teachers and Students in the Course and such Curriculum may not be copied or transferred without the prior written consent of Red Hat; and (c) Curriculum must be taught sequentially and completed by Partner in no less than eight (8) weeks. The Curriculum shall not be used to teach or instruct to any person who is not officially enrolled as a Student and admitted to a degree, diploma, or certificate awarding program of Partner.

Notwithstanding the foregoing, all Curriculum is the sole property of Red Hat and its licensors, and are copyrighted by Red Hat unless otherwise indicated therein. Red Hat and its licensors will have sole ownership of any and all Curriculum including but not limited to methodologies, software, processes, or other intellectual property developed during the performance of the Services. Red Hat will provide Software for the use by the Partner and Students in the Course. Use of the Software is subject to the End User License Agreement set forth http://www.redhat.com/licenses/rhel_rha_eula.html. The Services may only be used by Partner. Partner is solely responsible for providing prerequisite skills, assessing its Students' suitability for use of the Curriculum, delivery of all instruction to Students, all grading and assessment of Students, and handling of all Student and Teacher information. Partner hereby agrees that Software used outside of the Program is covered under terms and conditions of the Enterprise Agreement including Appendix 1, Subscription Services, set forth at www.redhat.com/licenses, which may be amended from time to time by Red Hat in its sole discretion.

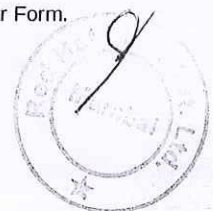
- 3.2. **Retained Rights.** No part of the Curriculum may be photocopied or duplicated by any means, whether photographic, or electronic, or mechanical, or sold or distributed in any other delivery format whether in print or electronic, or used as the basis for any other training product or service, without written permission from Red Hat. Partner's rights in the Curriculum are limited to those license rights expressly granted under this Appendix, and Red Hat retains all rights not expressly granted. Partner will not (a) modify the Curriculum in any manner; or (b) use the Curriculum for any purpose not specifically permitted by this Appendix. Red Hat and its licensors will own and retain all right, title, and interest in the Curriculum and all intellectual property rights inherent therein, including without limitation all changes and improvements requested or suggested by Partner, notwithstanding any use of terms such as "purchase", "sale", or the like within the Agreement. Partner represents and warrants that its use of the Curriculum will be to fulfill obligations under this Appendix. Any unauthorized use of the Curriculum will be deemed a material breach of the Agreement. Prior to providing Students with access to Curriculum, Partner will require each Student to sign or otherwise assent (in a binding manner) to the Enterprise Agreement with Appendix 2, Training, Training Units, and Consulting Units set forth at <http://www.redhat.com/licenses/>, which may be amended from time to time by Red Hat in its sole discretion. Partner's internal use of Courses or Exams is subject to the Enterprise Agreement with Appendix 2, Training, Training Units, and Consulting Units set forth at <http://www.redhat.com/licenses/>, which may be amended from time to time by Red Hat in its sole discretion.
- 3.3 **Permitted Marks.** Partner may only use the logo(s) set forth in Exhibit B to the Program in conjunction with the promotion of Partner providing Red Hat Academy Courses to Students. Partner may not use the logo(s) in general advertisements or marketing materials that do not specifically address or support the sale of Courses under the Program.
- 3.4 **Copyright Notices.** Partner will ensure that all copies of the Curriculum in Partner's possession or control incorporate copyright and other proprietary notices in the same manner that Red Hat incorporates such notices in the Curriculum or in any manner reasonably requested by Red Hat. Partner will promptly notify Red Hat in writing upon its discovery of any unauthorized use of the Curriculum or infringement of the Curriculum or Red Hat's proprietary rights in the Curriculum.
- 3.5 **Use of Red Hat Software.** Any use of Red Hat Software is subject to Red Hat's standard agreements including the Enterprise Agreement set forth at www.redhat.com/licenses, the applicable Red Hat End User Agreement(s) set forth at www.redhat.com/licenses/eulas and/or any other mutually signed written agreement with Red Hat as applicable.

4. Fees and Payment

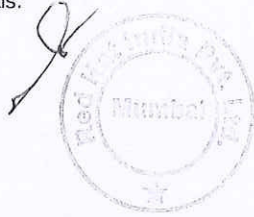
- 4.1 **General.** Any fees or charges ("Fees") will be due and payable by Partner in accordance with the Agreement. Partner may purchase from Red Hat directly, or through an Authorized Red Hat Reseller Partner. If Partner acquires Subscriptions, Courses and/or Services through a Red Hat Academy Program Reseller, the Fees for such Subscriptions, Courses and/or Services will be determined by such Reseller and may vary from the Red Hat Fees.
- 4.2 **Direct.** If Partner purchases directly from Red Hat, Fees will be identified by Red Hat in an Order Form and are (a) due upon Red Hat's acceptance of an Order Form, and (b) payable in accordance with this section. All Fees are stated in United States Dollars. Partner must pay all Fees within thirty (30) days from the date of invoice, without regard for when, and whether, Partner collects payment from a Student. Fees do not include out-of-pocket expenses or shipping costs. Partner agrees to reimburse Red Hat for its reasonable expenses incurred in performing the Services including travel, lodging and non-routine supplies, in accordance with Red Hat's travel and expense policies. All Fees are non-refundable. Red Hat will invoice Partner upon Red Hat's receipt of a purchase order for any amounts due to Red Hat pursuant to this Agreement; provided, however, that the terms of such purchase order will not amend, supplement or modify the terms of this Agreement or be binding on Red Hat. Red Hat reserves the right to change the credit terms or terminate the Agreement if Red Hat has not received payment within five (5) days of when it is due. Renewal Fees will be the same price listed in the Order Form.

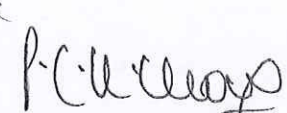

Red Hat Partner Agreement
(India) **PRINCIPAL**

SREE VIDYANIKETHAN ENGINEERING COLLEGE
(AUTONOMOUS)
Sree Sainath Nagar, A. RANGAMPET



5. **Publicity.** Red Hat and Partner shall each have the right to identify Partner as a Red Hat Academy partner, provided, however, that for any press release, media alert, or other public communication, each party shall obtain the other party's review and written consent before publishing such information in any form.
6. **Term, Termination, Mandatory Disclosure and Public Officials**
 - 6.1 **Term.** Unless otherwise specified in writing by the parties, the initial term of this Appendix shall be one (1) year (the "Initial Term"). Thereafter, the term for this Appendix shall renew for successive terms of one (1) year each (each, a "Renewal Term"), with each Renewal Term beginning on the anniversary of the Initial Term unless either party gives written notice to the other of its intention not to renew at least sixty (60) days prior to the commencement of the next term. As used herein, the Initial Term and each Renewal Term individually refer to a "Term" and collectively the "Appendix Term."
 - 6.2 **Termination.**
 - 6.2.1 **Termination for Breach.** Notwithstanding anything to the contrary Red Hat may terminate this Appendix as provided for under Section 13.2 of the **Partner Terms and Conditions Appendix**, or in the event (a) Partner fails to pay an invoice when due, (b) Partner commits a breach of this Agreement and fails to remedy that breach within 30 days of receipt of notice of breach, or (c) as otherwise provided in the Agreement. Partner may terminate the Appendix in the event Red Hat commits a material breach of the Appendix and fails to remedy such breach within 30 days of receipt of notice of material breach.
 - 6.2.2 **Termination for Convenience.** Either Party may terminate this Appendix, without prejudice to any other right or remedy, for any reason upon sixty (60) days notice in writing to the other Party.
 - 6.3 **Survival.** Upon expiration or termination, all rights and obligations of the Parties under this Appendix will terminate immediately except, Section 3.2, 3.4, 4.2, Section 3 of Exhibit A, and Exhibit C will survive such termination or expiration. Termination of this Agreement shall not affect any agreements between Red Hat and any Students.
 - 6.4 **Mandatory Disclosure.** For the avoidance of doubt, Partner may disclose the existence of this agreement and relevant terms, if it is required to do so by applicable law or regulation. Before disclosing the information, to the extent reasonably practical, Partner shall first notify Red Hat of the disclosure requirement (if it can provide notice without breaching any legal or regulatory requirement).
 - 6.5 **Public Officials.** The Parties acknowledge that, if Partner is a public university or public education institution, notwithstanding the warranty to the contrary in Section 14.3.2 of the Red Hat Partner Terms and Conditions, Partner Officials may be government or public officials.



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 Red Hat Partner Agreement
 (India) **PRINCIPAL**
SREE VIDYANIKETHAN ENGINEERING COLLEGE
(AUTONOMOUS)
 500 Sainath Nagar, A. RANGAMPET

Red Hat Academy:



x P.C. Chelvaraj

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(AUTONOMOUS)
Sree Sainath Nagar, A. RANGAMPET



**EXHIBIT C
RED HAT ACADEMY COURSES, AND ADDITIONAL SERVICES**

Red Hat Services

SKU	Title	Description	Price	Term
RHA100	Red Hat Academy Standard Program	Access for 200 students to approved Red Hat Academy courses	\$0	1 year
RHA101	Red Hat Academy Standard Program: Add-on Student	Access for 1 student to approved Red Hat Academy courses	\$0	1 year

Note 1: All Red Hat Academy Program services purchased during the Appendix Term must be used within each one (1) year Term in which it was purchased or such services shall be forfeited.

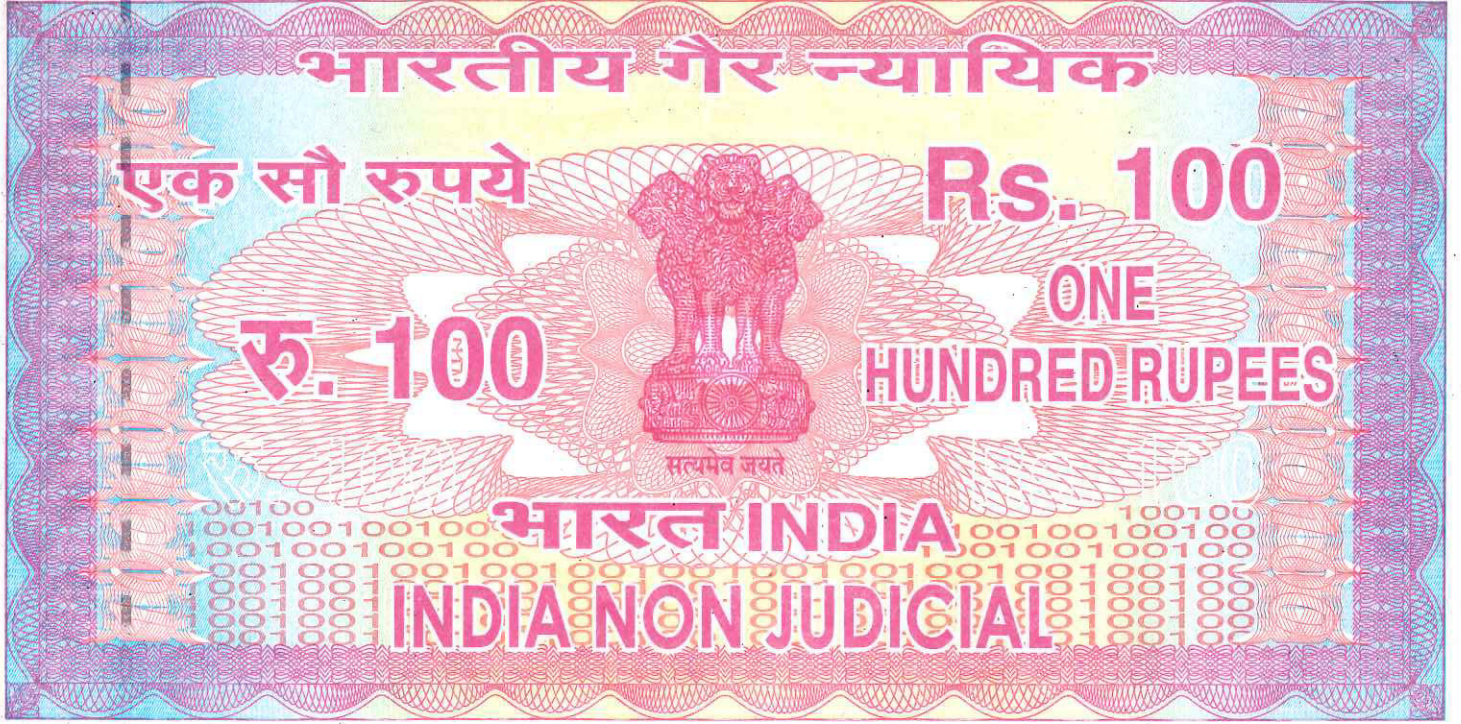
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Red Hat Partner Agreement
(India)

PRINCIPAL
SHREE VIDYANIKETHAN ENGINEERING COLLEGE
(AUTONOMOUS)
BANGAMPET



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Serial No: 53090

Denomination: 100

Date 11-10-2018

Stamp S. No

CK 280984

Purchased By :

DR P.C.KRISHNAMACHARY
S/O P VENKATARAMANACHARY
TIRUPATI

For :

THE PRINCIPAL, SREE VIDYANIKETHAN
ENGINEERING COLLEGE
SRI SAINATH NAGAR

CK 280984

Sub Registrar

Ex. Offico Stamp Vendor
SRO Tirupathi (R.0)

MEMORANDUM OF UNDERSTANDING

Between

**DEPARTMENT OF MECHANICAL ENGINEERING
SREE VIDYANIKETHAN ENGINEERING COLLEGE (AUTONOMOUS)**
Sree Sainath Nagar, A. Rangampet, Tirupati, Andhra Pradesh - 517102

AND

SIBAR AUTOPARTS LIMITED
D4 & D5, Industrial Estate,, Renigunta Road,,
Tirupathi, Andhra Pradesh- 517506

This Memorandum of Understanding is entered into on 10th October, 2018 between Department of Mechanical Engineering, **Sree Vidyanikethan Engineering College (Autonomous)**, A.Rangampet (hereinafter called SVEC) situated at A.Rangampet, Tirupati-517. 102, Andhra Pradesh and **SIBAR AUTOPARTS LIMITED**, D4 & D5, Industrial Estate, Renigunta Road, Tirupathi, Andhra Pradesh- 517 506 (hereinafter called SAL).

P. Madhu Prataap
For **SIBAR AUTOPARTS LIMITED**

(P MADHU PRATAAP) 46
Executive Director & CFO

P.C.K. Krishna
Dr. P.C. KRISHNAMACHARY
B.Tech., M.E., Ph.D.
PRINCIPAL
SREE VIDYANIKETHAN ENGINEERING COLLEGE
(AUTONOMOUS)
Sree Sainath Nagar, A. Rangampet,
Chittoor (Dt.) - 517 102, A.P.

1. PREAMBLE

Sree Vidyanikethan Engineering College was established in the year 1996 by Dr. M. Mohan Babu, Chairman, Sree Vidyanikethan Educational Trust to serve the cause of technical education in the backward region of Rayalaseema of Andhra Pradesh. The College is located in a sprawling campus of about 30 acres, amidst sylvan surrounding with aesthetically built infrastructure. The College is known for its quality initiatives which are reflected in accreditations by NBA, NAAC and multinational organizations such as TCS and IBM. The College was conferred Autonomy by UGC, New Delhi from the Academic Year 2010-2011. With consistent and excellent academic performance of students and faculty contributions, the College has endeared itself to all its stakeholders. The College is participating in TEQIP-II, a World Bank and MHRD, Government of India initiative.

The Department of Mechanical Engineering was established in 2010. Competent faculty and excellent infrastructure are the hallmarks of the Department. The Department is surging ahead with Research, consultancy and testing services as the prime development initiatives in the domain of Mechanical Engineering.

M/s SIBAR AUTOPARTS LIMITED has been formed in the year 1983 to serve Mechanical Engineering community. Over the past several years, M/s SIBAR Autoparts Limited is involved in manufacturing of Aluminium products through GDC & LPDC for various applications such as automotive and non-automotive and has reputed customers like, M/s Greaves Cotton Ltd., M/s SAME DEUTZ, M/s Modine Thermal etc., in automotive; M/s CGL, M/s ROTORK, M/s GE T&D etc., in Non-Automotive.

P. Madhu Pratap
For SIBAR AUTOPARTS LIMITED

(P MADHU PRATAP
Executive Director & CFO

P.C. Krishnamachary
Dr. P.C. KRISHNAMACHARY
B.Tech., M.E., Ph.D.
PRINCIPAL
SREE VIDYANIKETHAN ENGINEERING COLLEGE
(AUTONOMOUS)
Sree Sainath Nagar, A. Rangampet,
Chittoor (Dt.) - 517 102, A.P.

2. OBJECTIVE

The Core objective is to establish a long term linkage with M/s SIBAR AUTOPARTS LIMITED to reduce the gap between Company expectations (practice) and academic offerings (theory) by direct involvement of Company to attain a symbiosis thereby, Company, Institution, Faculty, Students and Society stand to gain with a synergistic partnership. The Institutions stand to gain by way of updated curricula, consultancy and R & D, source of manpower for employment, societal relevance, and most importantly acquisition of brand name/equity; Company stands to gain by way of availability of employable manpower pool access to design resources, and consultancy from the Institution as and when needed. Faculty stand to gain by way of exposure to latest Company practices for more effective teaching-learning processes, students stand to gain through hands-on training, reduction of learning curve in industrial practices; and, society stands to gain by way of improved quality of goods and services.

3. SCOPE

(a) The Key benefits from M/s SIBAR AUTOPARTS LIMITED to SVEC are:

- Participating in curriculum design, development and update of the Mechanical Engineering programs
- Providing opportunities for student groups to undertake problem-solving projects
- Participating in bodies as the Board of Governors, Academic Council, Board of Studies, Industry-Institute-interaction Cell and College Research Mentoring Cell
- Assisting Institution in establishing new laboratories
- Training students, faculty and technical staff in new technologies and processes
- Collaborating in joint educational and extension programmes
- Participating in joint R&D activities

FOR SIBAR AUTOPARTS LIMITED

P Madhu Pratap
(P MADHU PRATAP
Executive Director & CFO

P.C. Krishnamacharya
Dr. P.C. KRISHNAMACHARYA
B.Tech., M.E., Ph.D.
PRINCIPAL
SREE VIDYANIKETHAN ENGINEERING COLLEGE
(AUTONOMOUS)
Sree Sainath Nagar, A. Rangampet,
Chittoor (Dt.) - 517 102, A.P.

- Delivering expert lectures
- Organizing add-on programs in emerging areas of Mechanical Engineering
- Providing assistance for improving employability including internships, entrepreneurial training, specialized skill training required for placement opportunities as per mutual convenience.

(b) The key areas in which SVEC can benefit M/s SIBAR AUTOPARTS LIMITED:

- The existing expertise available with SVEC can be utilized by the Industry for technology assessment, up-gradation and absorption.
- SVEC will encourage and enhance the activities in developing new knowledge innovations and technologies which can be adopted by SAL.
- SVEC will undertake consultancy, testing and a few modules of projects of the SAL for implementation.
- SVEC will train the professionals from M/s Sibar Autoparts Limited in domain areas of Mechanical Engineering
- SVEC will provide a large talent pool of students for recruitment

4. GENERAL

- This MOU shall enter in force upon signature by both Parties and remains in force, unless terminated earlier by either Party upon ninety (90) days, written notice to the other Party.
- The termination this MOU shall not affect the validity or duration of projects under this MOU that are initiated prior to such termination.

5. MONITORING AND IMPLEMENTATION

Coordination Committee consisting of The Head of the Department, one senior faculty member of Department of Mechanical Engineering, SVEC and an officer nominated by the M/s Sibar Autoparts Limited will look into the monitoring and implementation of the various aspects of the MOU. An annual review will be conducted to monitor the progress and in furtherance of the activities covered under the MOU.

For SIBAR AUTOPARTS LIMITED

P. Madhu Pratap
(P. MADHU PRATAP
Executive Director & CFO


P.C. Krishnamachary
Dr. P.C. KRISHNAMACHARY
B.Tech., M.E., Ph.D.
PRINCIPAL
SREE VIDYANIKETHAN ENGINEERING COLLEGE
(AUTONOMOUS)
Sree Sainath Nagar, A. Rangana, A.
Chittoor (Dt.) - 517 102, A.P.

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
M/s SIBAR AUTOPARTS LIMITED.,
Renigunta.

Signature : 
Name : **Mr. MADHU PRATAP.P**
Designation : Director/CFO
Place : Renigunta
Date : 10.10.2018


Witness:

- 1.
- 2.

For
Dept. of Mechanical Engineering,
SVEC, A. Rangampet.

Signature : 
Name : **Dr. K.C. VARAPRASAD**
Designation : **Head of the Dept.**
Place : **A.Rangampet**
Date : 10.10.2018

Witness:

1. 
DVS BHAGAVANULU
- 2.

For SVEC, A. Rangampet.

Signature : 
Name : **Dr. P. C. KRISHNAMACHARY**
Designation : **Principal**
Place : **A. Rangampet**
Date : 10.10.2018





ఆంధ్రప్రదేశ్ ఆంధ్ర ప్రదేశ్ ANDHRA PRADESH

CF 759254

Serial No:724

Purchased By :

P.VEERA KUMAR

S/O P.NADHAMUNI NAIDU

CHINNARAMA PURAM

Denomination: 100

For

THE PRINCIPAL, SREE VIDYANIKE

THAN ENGINEERING COLLEGE

SREE SAINATH NAGAR

A RANGAMPETA

Date:08-02-2019

Stamp S. no

CF 759254

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Sub Registrar

Ex. Officio Stamp Vendor

SRO Chandragiri

MEMORANDUM OF UNDERSTANDING

BETWEEN

DEPARTMENT OF INFORMATION TECHNOLOGY

SREE VIDYANIKETHAN ENGINEERING COLLEGE (AUTONOMOUS)

Sree Sainath Nagar, A. Rangampet, Near Tirupati, A.P.

AND

SMART NUTS AND BOLTS

Tirupati

This Agreement made and entered into on this **06th day of March 2019** between Department of Information Technology, Sree Vidyanikethan Engineering College (Autonomous), (hereinafter called ITSVEC) situated at A. Rangampet, Tirupati-517 102, Andhra Pradesh and SMART NUTS AND BOLTS (hereinafter called "SNB" which expression shall include its successors and permitted assignees) with its registered office at Military Colony, near Padmavathi Mahila University, Tirupati, 517502.



1. OBJECTIVES OF THE MOU

The objective of this Memorandum of Understanding is:

- a. To promote interaction between IT and SNB in mutually beneficial areas.
- b. To provide a formal basis for initiating interaction between IT and SNB.

2. PROPOSED MODES OF COLLABORATION

ITSVEC and SNB propose to collaborate through

- a. Sponsoring student projects / fellowships in two year M.Tech and four year B.Tech programs at IT.
- b. Sponsoring eligible employees of SNB for doing M.Tech degree in SVEC. The eligibility criteria for selection will be as per norms of IT.
- c. Sponsoring R&D projects, this may be carried out wholly at IT or at premises of SNB or partly at ITSVEC and partly at SNB.
- d. Training of SNB personnel through Continuing Education Programmes conducted by ITSVEC in areas of interest to SNB.
- e. Any other appropriate mode of interaction agreed upon between ITSVEC and SNB.

Each of the above modes of interaction will be initiated by entering into a separate agreement between the two parties.

3. FORMS OF RESEARCH AND DEVELOPMENT PROGRAMS

The form of any of the said Research and Development Program (hereinafter referred to as "Research Program") will be subject to a separate Research Agreement entered into by the Parties but may also include the following:

- a. **In their own existing facilities** - The performance of research individually by each Party or concurrently by both Parties in mixed groups at their own facilities with regular exchanges of results.
- b. **In a separate research and development facility** - The performance of research by the technical personnel of both Parties working together in the facilities of one Party or in mixed groups at the facilities supported/ sponsored by either Party.
- c. **Third parties** - The performance of research by the Parties together with one or more third parties.



4. TECHNICAL AREAS OF COLLABORATION

The principal technical areas of collaboration between ITSVEC and SNB will be in:

1. Internet of Things
2. Android Apps Development
3. Python Programming Language
4. Embedded Systems
5. Block Chain Technology

5. AGREEMENTS FOR RESEARCH COLLABORATION

Each research collaboration undertaken by the parties hereunder shall be initiated by the signing of a separate research agreement between the parties, which will describe in detail:

- a. The nature, scope and schedule of the research collaboration.
- b. The form of the research collaboration.
- c. The estimated cost of the research collaboration together with the amount of funding, if any, to be received from third parties.
- d. The treatment of intellectual property and data rights, including patents, industrial design registration, copyrights and all other proprietary information (including innovations not patented, designs not registered etc.) which result from the research collaboration or which belong to a party and are used in research collaboration.
- e. Other provisions as may be mutually agreed upon, including provisions covering the consequences of default or termination by a participant, term, arbitration of disputes and applicable law.

6. CONFIDENTIALITY

- a. During and for a period of five years from the date of disclosure, each party agrees to consider as confidential all information disclosed by the other party in written or tangible form or, if orally disclosed confirmed in writing within thirty days of disclosure and identified as confidential by the disclosing party.



b. The obligations above shall not extend to any confidential information for which the receiving party can prove that this information:

- Is in the public domain at the time of disclosure or comes within the public domain without fault of the receiving party.
- Is already known or become known to the receiving party
- Is received from a third party having no obligations of confidentiality to the disclosing party,
- Is independently developed by the receiving party; or
- Is required to be disclosed by law or court order.

7. NON-EXCLUSIVITY

The relationship of the parties under this MoU shall be nonexclusive and both parties, including their affiliates, subsidiaries and divisions, are free to pursue other agreements or collaborations of any kind. However, when entering into a particular research agreement, the participants may agree to limit each party's right to collaborate with others on that subject.

8. TERMS AND TERMINATION

This MoU, unless extended by mutual written agreement of the parties, shall expire 3 years after the effective date specified in the opening paragraph. This MoU may be amended or terminated earlier by mutual written agreement of the parties at any time. Either party shall have the right to unilaterally terminate this MoU upon 60 days prior written notice to the other party. However, no such early termination of this MoU, whether mutual or unilateral, shall affect the obligations of the participants under any Research Agreement, Confidentiality clause as referenced in clause 6 above, or any other agreement entered into pursuant to this MoU, which obligations shall survive any such termination.

9. RELATIONSHIP

Nothing in this MoU shall be construed to make either party or a partner, an agent or legal representative of the other for any purpose.

10. ASSIGNMENT

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.



11. COSTS OF THE MoU

Each Party shall bear the respective costs of carrying out the obligations under this MOU.

12. 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 DEPARTMENT OF INFORMATION TECHNOLOGY, SVEC, A. Rangampet

For SMART NUTS AND BOLTS Tirupati

Signature : K. Ramani
Name : Dr. K. RAMANI
Designation : Professor & HoD
Place : A. Rangampet
Date : 06/03/2019
Witness :

Signature : N.V. Vinodh
Name : Mr. VIKRAM NEERUGATTI
Designation : Managing Partner
Place : Tirupati
Date : 06/03/2019
Witness :

- 1. K. Ramesh (Dr. K. Ramesh)
- 2. G. Umamahesh (G. Umamahesh)
- 1. K. Hemant Kumar (K. Hemant Kumar)
- 2. N. Vinodh (N. VINODH KUMAR)

For SVEC, A. Rangampet.

For SMART NUTS AND BOLTS

K. Ramani
HEAD

Department of Information Technology
Sree Vidyanikethan Engineering College
Sree Sainath Nagar, A. Rangampet
TIRUPATI - 517 102 (A.P.)

Signature : P.C. Krishnamachary
Name : Dr. P. C. KRISHNAMACHARY
Designation : Principal
Place : A. Rangampet
Date : 06/3/2019

N.V. Vinodh
Managing Partner

SMART NUTS AND BOLTS
H.No. 18-35, Military Colony
Near Padmavathi Mahila University
TIRUPATI - 517502
Mob: 933989322, 9490220422



PRINCIPAL
SREE VIDYANIKETHAN ENGINEERING COLLEGE
(AUTONOMOUS)
Sree Sainath Nagar, A. RANGAMPET
Chittoor (Dist) - 517 102, A.P., INDIA.



DATED THE 28 DAY OF JUNE 2019

BETWEEN

UNIVERSITI TENAGA NASIONAL
(MALAYSIA)

AND

SREE VIDYANIKETHAN ENGINEERING COLLEGE (AUTONOMOUS)
(INDIA)

MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING ("MOU") is made ²² day of JUNE 2019



Between

UNIVERSITI TENAGA NASIONAL, a Malaysian private university with Multimedia Super Corridor Status, wholly owned by Tenaga Nasional Berhad and registered under the Malaysian **Private Higher Educational Institutions Act 1996** with an address at Jalan Ikram-Uniten, 43000 Kajang, Selangor Darul Ehsan, Malaysia (hereinafter referred to as "UNITEN") of the one part;

and

SREE VIDYANIKETHAN ENGINEERING COLLEGE (AUTONOMOUS), of India [Sponsored by Sree Vidyanikethan Educational Trust, A.Rangampet, Tirupathi-517102, Chittoor District, Andhra Pradesh, India, (hereinafter referred to as "SVEC"), of the other part;

(hereinafter individually referred to as the "Party" and jointly referred to as the "Parties").

WHEREAS :

1. UNITEN is a private university wholly owned by Tenaga Nasional Berhad that offers academic programmes in the areas of Engineering, Information Technology, Business Management and other related fields.
2. SVEC is one of the top ranked engineering colleges in India with over 7,500 students and more than 550 teaching staff across all the disciplines, offering undergraduate, postgraduate and doctoral programs in Engineering. Sree Vidyanikethan Educational Trust sponsors a host of Educational Institutions offering programs in Engineering and Technology, Pharmacy, Management, Nursing, Sciences and Commerce besides two International Schools. At present, there are more than 13000 students and about 2000 Teaching and Non-teaching staff.
3. This Memorandum of Understanding (hereinafter referred to as "the MOU") is to outline the general framework of collaboration to be pursued or undertaken by the Parties, so to set out their commitment and understanding in relation to the purpose as stated in Clause 3 herein below.
4. The Parties hereby wish to spell out their intentions for areas of cooperation between them.

IN CONSIDERATION OF THE MUTUAL UNDERSTANDING SET FORTH
HEREIN, IT IS HEREBY AGREED BETWEEN THE PARTIES THAT:

1. STATEMENT OF INTENT

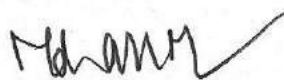
- 1.1 UNITEN and SVEC recognize that the Parties have many interests in common and that there will be mutual benefits from collaboration and co-operation.
- 1.2 UNITEN and SVEC wish to formalize and standardize the relationship between the Parties in order to provide consistency and a focal point, for the preparation and administration of programmes for collaboration and co-operation.
- 1.3 This MOU essentially sets out the general nature of the intended areas of collaboration between UNITEN and SVEC. It is not intended that the agreement shall give rise to any legal rights or obligations between the two Parties. Neither Party assumes any financial obligations arising from the MOU except as mutually agreed under separate schedules jointly established from time to time. Specific projects encompassed by this MOU will be agreed upon by both Parties.
- 1.4 It is been agreed that both UNITEN and SVEC will enter into separate MOU and "Representative Agreement" (RA) with Techno Diverge link Sdn Bhd (TDL) for the Representation.

2. THE GOAL

The intended goal of this MOU is to develop and maintain an ongoing relationship between the two Parties. The relationship will provide opportunities for global learning and academic pursuit for students and faculty members through exchange and collaboration. UNITEN and SVEC agree to explore the possibilities of co-operation in areas of mutual interest and benefit.

3. NATURE OF INTENDED COLLABORATION

- 3.1 Possible activities may include, but are not limited to, the following:
 - 3.1.1 Pathways for advanced entry into programmes
 - 3.1.2 Development of joint programmes
 - 3.1.3 Collaborative professional development
 - 3.1.4 Student Exchange and Mobility Programme
 - 3.1.5 Exchange of academic staff
 - 3.1.6 Joint research and teaching activities
 - 3.1.7 Joint facilitation and supervision of postgraduate studies
 - 3.1.8 Participation in seminars, conferences and academic meetings
 - 3.1.9 Exchange of publications, academic materials and other information
 - 3.1.10 Joint publications, conferences, symposium etc.
 - 3.1.11 Joint quality assurance benchmarking



- 3.2 Any specific activities that result from this MOU shall be subject to separate legally binding agreements and the parties agree to negotiate these agreements in good faith.
- 3.3 If there are to be any changes to the initial agreement, UNITEN and SVEC should inform each other well in advance so as to enable each Party to make the necessary preparation and adjustment, if necessary after an agreement is reached between the Parties.

4. CO-ORDINATION

The Parties to this MOU will, within Three (3) months from the date of execution of this MOU, designate a key contact person on behalf of each Party who will take responsibility for development and achievement of the Objectives of this MOU and when mutually agreed, will take responsibility for the development of the separate collaborations mentioned in **Clause 3.1** above.

5. COMMENCEMENT AND DURATION OF THIS MEMORANDUM OF UNDERSTANDING

- 5.1 This MOU will come into effect at the time of signing and will remain in force for a period of five (5) years. Following a review by both parties on the fifth year, this MOU may be extended for a further agreed period.
- 5.2 Either Party may terminate this MOU at any time by giving not less than six (6) months' notice in writing, PROVIDED HOWEVER that any decision to allow this MOU to lapse will take into consideration the time needed for completion of any collaboration under way or any exchange visitors completing courses at either party's company.
- 5.3 Upon termination of this MOU, each Party shall return all documents, records, materials and specifications including the Confidential Information received pursuant to Clause 7 herein to the respective owner.

6. NATURE OF MOU

This MOU relates only to the intention contemplated herein and nothing contained herein shall be deemed to create an association, partnership or principal/agent relationship between the Parties hereto or impose any partnership obligations or liability to either Party. Neither party shall have any right, power or authority to enter into any agreement of commitment, act on behalf of, or otherwise bind the other Party in any way until a formal agreement has been reached between the Parties. This MOU represents the good faith, understanding and statement of intention of the Parties to proceed further with the collaboration and as such shall not have any legal binding effect save and except for Clauses 7, 8.2, 8.3 and 8.10 herein.

7. **CONFIDENTIALITY**

7.1 Each Party shall keep in strict confidence any confidential information in relation to this MOU obtained from the other Party ("Confidential Information") and shall not disclose the Confidential Information to any third party without the prior written consent of the other Party.

7.2 The obligation of confidentiality shall not apply to:-

- i. the Confidential Information which is already known to the receiving Party without restriction prior to such disclosure;
- ii. the Confidential Information which now or hereafter becomes available in public through no breach of the disclosing Party;
- iii. the Confidential Information which is required by law to be disclosed.
- iv. the Confidential Information which is independently developed or procured by the receiving Party.

7.3 The Parties agree that this Clause 7 shall survive the termination or expiry of this MOU.

7.4 The Parties shall ensure that all their employees, servants, advisors or agents to whom the Confidential Information is disclosed will comply with the confidentiality obligations herein.

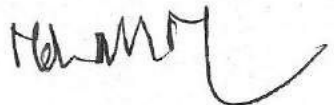
8. **MISCELLANEOUS**

8.1 The Parties recognize that it is impractical to make provision for every contingency that may arise in the course of the performance of the provisions hereof and accordingly declare their intention that this MOU shall operate with fairness between them and without detriment to the interest of either Party and that each Party will endeavour to ensure that full effect is given to the terms of the MOU in the spirit in which it was initially agreed.

8.2 The Parties acknowledge that all expenses such as salaries, allowances, travelling, living and associated cost will be determined and borne by the respective Party incurring it.

8.3 Each Party shall bear its own cost of or in connection with the preparation and execution of this MOU. UNITEN shall bear the stamp duty for this MOU.

8.4 No exercise or failure to exercise or delay in exercising any right, power or remedy vested in any Party under or pursuant to this MOU shall constitute a waiver by the Party of that or any other right, power or remedy.



- 8.5 Nothing shall diminish the full autonomy of either Party, nor will any constraints or financial obligations be imposed by either Party upon the other in carrying out this MOU.
- 8.6 This MOU is personal to the Parties and shall not be assigned or otherwise transferred in whole or in part by either Party without the prior written consent of the other Party.
- 8.7 Any modification, variation or amendment of this MOU shall not be effective unless made in writing, agreed and duly executed by the authorized representatives of the Parties.
- 8.8 In the event that any public announcement or disclosure of the contents of this MOU shall become necessary, the Parties shall agree upon the terms and the format of any such disclosure or announcement prior to the announcement or disclosure being made.
- 8.9 Nothing contained in this MOU shall be construed as binding the Parties to any form of exclusivity and both Parties shall be entitled to conduct business independent of each other where market requirements so dictate, unless otherwise agreed by the Parties in writing in a subsequent formal agreement.
- 8.10 This MOU shall be governed by and shall be construed in accordance with the laws of Malaysia.

9. **CONTACT PERSONS**

- 9.1 For **UNIVERSITI TENAGA NASIONAL**
Jalan IKRAM-UNITEN
43000 Kajang
Selangor Darul Ehsan
Malaysia.

Attention : Assoc. Prof. Dr. Zuraidah Ali
Designation : Manager, Internationalization & Mobility
Telephone : +603 89212152
Facsimile : +603 89212109
Email : zue@uniten.edu.my

- 9.2 For **Sree Vidyanikethan Engineering College (Autonomous)**
A.Rangampet,
Tirupathi-517102, Chittoor District,
Andhra Pradesh
India

Attention : Dr.Matam Mohan Babu
Designation : Director-International Relations
Telephone : +91 9160999983
Facsimile : +91 877-3066999
Email : isa@vidyanikethan.edu



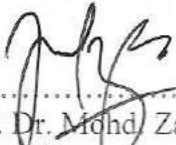
IN WITNESS WHEREOF the Parties have here to set their hands and seal the day and year first above written.

Signed for and on behalf of)
UNIVERSITI TENAGA NASIONAL)



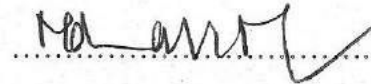
Dato' Prof. Ir. Dr. Kamal Nasharuddin Mustapha
Vice Chancellor

In the presence of:



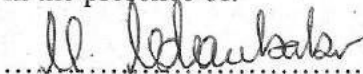
.....
Dato' Prof. Dr. Mohd. Zamri Yusoff
Deputy Vice Chancellor (Student Affairs and Alumni)

Signed for and on behalf of
SREE VIDYANIKETHAN ENGINEERING COLLEGE

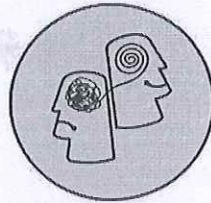


Dr. Manchu Mohan Babu
Chairman
Dr. M. MOHANBABU
CHAIRMAN
SREE VIDYANIKETHAN EDUCATIONAL TRUST
SREE SAINATH NAGAR, A. RANGAMPET
CHITTOOR DISTRICT - 517 102., A.P.

In the presence of:



Director - International Relations



YourDOST

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding is entered on this day the 17th Apr 2019 between **YourDOST Health Solutions Pvt Ltd** and **Sree Vidyanikethan Engineering College**.

1. **YourDOST** is located at Bangalore which is represented by Richa Singh(Director and Co-Founder YourDOST)and registered under the Indian Companies Act 2013 (CIN:U85100MP2015PTC034410). YourDOST is a counseling and emotional support, technology platform, designed to foster mental health. It anonymously connects individuals with the right experts, consisting of psychologists, psychotherapists, counselors, life coaches, career counselors who understand and can guide individuals through completely confidential one on one session.

Through personalized and professional guidance, Experts at YourDOST help individuals develop:

- a. Healthy personal relationships
- b. A productive and satisfying work-life balance
- c. A more focused approach towards achieving goals
- d. A more confident self
- e. The ability to deal with stress, anxiety, depression and pressures of all kinds and from many sources such as - personal, societal, peer, etc.

The key aspect of YourDOST is that people are kept completely anonymous throughout the platform. With the use of technology, YourDOST wants to make expert help widely and instantly available to everyone looking for emotional and mental wellbeing.

YourDOST is not a medical service or a suicide prevention helpline. More details about YourDOST are available at www.YourDOST.com. YourDOST, herein afterwards, shall be referred to as **"The Service Provider"** and shall mean to include, authorized representatives, program managers of YourDOST, psychologists, psychotherapists, counselors, life coaches, career counselors representing YourDOST, and such others, who are directly involved in the framework of this Memorandum of Engagement.

2. **SVEC** (Sree Vidyanikethan Engineering College) is a center of excellence in engineering education and research, situated in **Tirupati, Andhra Pradesh**. More details about SVEC are available on <https://svec.education/>. SVEC, herein afterwards, shall be referred to as **"The Client"** and shall mean to include authorized representatives, designated staff, officers, members and such others who are directly involved in the framework of this

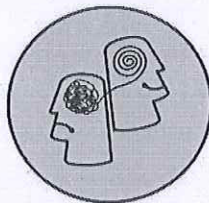
YourDOST Health Solutions Pvt Ltd
CIN :U85100MP2015PTC034410

Contact us- customersupport@yourdost.com Website: www.yourdost.com

Corporate Office:Site No. 9/1, 1st floor, 9th Main HSR Layout Sector 6, Bengaluru, Karnataka 560102

Registered Office: 18-A, Chhatrapati Shivaji Colony, Chunabhathi, Kolar Road, Bhopal, Madhya Pradesh - 462016 Page |





YourDOST

Memorandum of Engagement. Students/Faculty/Staff of SVEC herein afterwards, shall be referred to as "SVEC Users".

3. The Client and The Service Provider are termed as the party and collectively called the parties under the framework of this engagement.
4. **SVEC** has students, faculty and staff members from different regions, cultures, socioeconomic backgrounds, age groups, religions, interests, etc., from India and abroad. The client is now seeking to manage the well-being of their campus community and believes a web platform like **YourDOST** could possibly help in this direction.
5. The Service Provider having the requisite experience is capable of providing counseling through online and face to face channels.
6. Therefore, The Client in furtherance of their objectives wishes to avail and engage the services offered by The Service Provider. In return, The Service Provider agrees to render their services and the client accepts the same, as per the terms, given below in this Memorandum of Engagement.
7. The effective date of commencement under this MOU shall be **1st July 2019** ("Effective Date")
8. The Client agrees to the following:
 - a) To provide a slot to spread awareness about YourDOST to the students during orientation.
 - b) To provide assistance in terms of mailers/newsletters, to be sent to the campus community at a predetermined frequency for increasing the usage if necessary.
 - c) To provide support of Clients' network administrator to enable user tagging based on SVEC IP address.
 - d) To provide necessary facilities to conduct workshops with students
9. The Service Provider agrees to the following benefits to SVEC as part of the agreement:
 - a) Access to 24 x 7 x 365 unlimited text counseling through pre-vetted experts (psychologists, counselors, career coaches, life coaches) for instant help
 - b) 60 Audio/Video Sessions per month available for users who would like to avail escalated support
 - c) 1 visiting counselor would be provided at the Tirupati campus for face to face

YourDOST Health Solutions Pvt Ltd
CIN :U85100MP2015PTC034410

Contact us- customersupport@yourdost.com Website: www.yourdost.com

Corporate Office: Site No. 9/1, 1st floor, 9th Main HSR Layout Sector 6, Bengaluru, Karnataka 560102

Registered Office: 18-A, Chhatrapati Shivaji Colony, Chunabhatti, Kolar Road, Bhopal, Madhya Pradesh - 462016 Page | 2 of 6





YourDOST

counseling of college and school students. Two visits of 5 hours each are provided every month as part of this agreement.

- d) 1 visiting counselor would be provided at the Hyderabad campus for face to face counseling of school students. Two visits of 3 hours each are provided every month as part of this agreement.
- e) Access to the discussion forums and 2000+ articles dealing with relevant issues
- f) Awareness webinars and other communication interventions to promote engagement of students on the platform.
- g) An orientation session for students on campus would be included as a part of the offering.
- h) Awareness workshops to challenge negative connotations. 1 workshop every quarter is included as part of the offering. Others can be offered on demand and will be charged separately.
- i) Aggregate monthly reports for Administration - on anonymized data to resolve thematic issues
- j) Inform the representative of the client for critical cases (suicidal tendencies), so that timely action could be taken by the authorities to prevent this (if possible).

10. Commercials:

- A. The Client agrees that for the services provided under this MoU (as mentioned in clause 9(a-j)), it shall pay to the Service Provider, an amount of INR 8,00,000/- (eight lakhs only) plus taxes per annum. 50% of the amount shall be paid in advance at the start of the engagement and the rest shall be paid at the end of 6 months.
- B. Any services availed outside the ones described in clause 9 would be charged as per the rates mentioned in Annexure 1 with prior permission from the client.
- C. No refunds or concessions or adjustments will be provided by the Service Provider, in the unlikely event of cancellation of the agreement.
- D. The Client agrees to provide travel, boarding and lodging or reimburse expenses on actuals, for all visits/all purposes that are made during the period of this understanding.
- E. All reimbursements shall be pre-approved by the Client.
- F. All reimbursement claims shall be settled by the Client within one month from the date of submission of claims.
- G. All payments and reimbursements shall be done either by cheque or online wire transfer to the account of "YourDOST Health Solutions Pvt Ltd."

YourDOST Health Solutions Pvt Ltd

CIN :U85100MP2015PTC034410

Contact us- customersupport@yourdost.com Website: www.yourdost.com

Corporate Office: Site No. 9/1, 1st floor, 9th Main HSR Layout Sector 6, Bengaluru, Karnataka 560102

Registered Office: 18-A, Chhatrapati Shivaji Colony, Chunabhatti, Kolar Road, Bhopal, Madhya Pradesh - 462016 Page | 3 of 6



YourDOST

11. The Client and The Service Provider understand and accept the complex nature of this engagement. While both the parties shall strive and commit resources to achieve the objectives of the Client, each of the parties is aware, the following events may happen during the course of the engagement:
- Due to unforeseen reasons, not attributable to the Service Provider such as, political interference, Learners not getting employment, undue influence from family of the Learners, etc., there could be disturbance and disruption to the training and counseling process.
 - Despite the best efforts of the Service Provider, for reasons not attributable to the Service Provider, there could be any unfortunate incident or event, like harm to the SVEC User or any other third party by the SVEC User etc. which may take place, due to the direct, unexpected, unanticipated action of the SVEC Users.
 - In the unlikely event any of the situations outlined in Clause a above, the Service Provider shall not be held responsible and accountable for such situations and no damages or penalties in whatever name so called shall be levied, by SVEC, under the terms of this engagement.
12. All communications under this engagement shall be binding on the parties provided they are in writing. For the purposes of this clause, email communication from the registered mail addresses of the parties shall also be binding. Communication shall mean to include hard copies of letters, agreements, reports, documents, invoices, claims, photographs, word documents, spreadsheets, PDF files, PPT's, scanned copies, email attachments or any other form the parties specifically accept as binding on each other. Wherever it is found, feasible, relevant, possible, legally necessary, digital signatures shall also be acceptable to the parties.
13. The Client agrees to indemnify the Service Provider against any wrongful deeds, actions directly attributable to the Client and in turn the Service Provider also agrees to indemnify the Client for any wrongful deeds or actions directly attributable to the Service Provider. The parties further agree to cooperate with each other, so as to defend any third party suits, claims, injunctions, restraint orders, police complaints, court orders, summons or any other legal proceedings, brought against either of the parties

YourDOST Health Solutions Pvt Ltd
CIN :U85100MP2015PTC034410

Contact us- customersupport@yourdost.com Website: www.yourdost.com

Corporate Office: Site No. 9/1, 1st floor, 9th Main HSR Layout Sector 6, Bengaluru, Karnataka 560102

Registered Office: 18-A, Chhatrapati Shivaji Colony, Chunabhatti, Kolar Road, Bhopal, Madhya Pradesh - 462016 Page | 4 of 6





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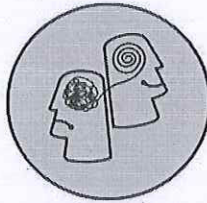
14. Any dispute between the parties shall be resolved by negotiations. In the unlikely event of failure of negotiations, such disputes shall be referred to Arbitration as per the Indian Arbitration and Conciliation Act 1996 and the rules made therein and as amended from time to time. The place of Arbitration shall be Bangalore and the language shall be English (UK). This Memorandum of Engagement is drafted as per the laws of India and the courts of Bangalore shall have jurisdiction over matters contained herein.
15. 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, 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.
16. In the event of any information relating to this engagement or to the subject matter in question is demanded by law or during the course of a medical emergency, such passing of information by either party shall not be deemed to be a breach of confidentiality.
17. It is understood that mention of names of either of the parties in corporate communication or mentioning as partner shall not be construed as a breach of confidentiality.
18. Termination of Engagement:
 - a. This engagement may be terminated by either party, without assigning any reason whatsoever, by giving a written notice of Two months.
 - b. The Service provider reserves the right to terminate this engagement without giving any notice, when The Client has failed to settle financial dues within 30 days from the date they have become due. Furthermore The Service Provider reserves the right to charge interest at the rate of 12% per annum for all sums that are outstanding.
 - c. Upon termination of this engagement, both parties within a period of 30 days, hand over, all documents, reports, case discussions papers, etc., that are

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proprietary to either of them and there shall be no financial implications for handover of such proprietary information.

- d. This engagement is effective for 12 months ("Initial Term") from the Effective Date.

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

YourDOST Health Solutions Pvt. Ltd



NAME: **PUNEET MANUJA**
DESIGNATION: **FOUNDER & COO**

DATE: **21/08/2019**
PLACE: **BANGALORE**

Sree Vidyanikethan Engineering College

NAME: **Dr. P.C. KRISHNAMACHARY**
DESIGNATION: **B.Tech., M.E., Ph.D.
PRINCIPAL
SREE VIDYANIKETHAN ENGINEERING COLLEGE
(AUTONOMOUS)**
PLACE: **Sree Sainath Nagar, A. Rangampet,
Chittoor (Dt.) - 517 102, A.P.**



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