



# ANIL NEERUKONDA INSTITUTE OF TECHNOLOGY & SCIENCES (Autonomous)

(Affiliated to AU, Approved by AICTE & Accredited by NBA & NAAC)  
Sangivalasa - 531 162, Bheemunipatnam (Mandal), Visakhapatnam (District)  
Phones : 08933 - 225083, 225084, 9154220250.

Website : [www.anits.edu.in](http://www.anits.edu.in)

e-mail : [principal@anits.edu.in](mailto:principal@anits.edu.in)

## Details of functional MoUs during A.Y 2020-21

S. No	Organisation with which MoU is signed	Year of signing MoU	Duration	List the actual activities under each MOU year-wise
1	BSNL, Vishakapatnam	2021	5 Years	Collaboration for conducting training under this MOU and in General for technical & management courses whereby BSNL will impart the requisite training and award credits for the training conducted on its own, to the registered students.
2	Zunik Energies Private Limited	2019	5 Years	Advancement in Inverter technology for industrial applications
3	REDHAT	2019	2 years	A Seminar on Linux System Administration In Association With REDHAT
4	HOTSPARE, E-Services (pvt). Ltd.,	2021	3 Years	Internship on AI Foundation, Python and Data Science
5	Andhra Pradesh State Skill Development Corporation (APSSDC)	2018	4 Years	A One Week Workshop on Problem Solving Skills using C
6	National Highway Authority of India (NHAI)	2020	5 Years	Guest lecture on "Construction of Bridges"
7	Aaharya Technologies PVT Ltd	2019	3 years	Lecture on Entrepreneurship with theme "Entrepreneur's Mindset" on 24th Dec-2020
8	Infosys Campus Recruitment Program	2019	2 Years	On Campus Recruitment program
9	Talentio Training Program	2018	4 Years	Company Specific Trainings and Mock Testes, Mock Inteviews
10	International School of Engineering (INSOFE) Program	2019	No limit	Certification course to the CSE & IT Studetns
11	BLACKBUCKS	2020	1 Year	Quiz and programming tests

*A. Seikanth.*  
IQAC CONVENOR

Anil Neerukonda Institute of  
Technology & Sciences  
Sangivalasa-531 162  
Visakhapatnam Dist.

*[Signature]*  
PRINCIPAL

Principal  
Anil Neerukonda Institute of  
Technology & Sciences  
Sangivalasa-531 162  
Visakhapatnam Dist



**Anil Neerukonda Institute of Technology & Sciences  
(Autonomous)**

(Affiliated to AU, Approved by AICTE & Accredited by NBA & NAAC with 'A' Grade)  
Sangivalasa-531 162, Bheemunipatnam Mandal, Visakhapatnam  
District Phone: 08933-225083/84/87 Fax: 226395

Number of functional MoUs with institutions of national, international importance, other universities, industries, corporate houses etc. during the Academic Year 2020-21.

Sl. No.	Name of the institution/ industry/ corporate house	Month and Year of signing MoU	Duration	Page No
1	BSNL, Vishakapatnam	30-01-2021	5 Years	2-10
2	Zunik Energies Private Limited	25-02-2019	5 Years	11-13
3	REDHAT	01-11- 2019	2 years	14-26
4	HOTSPARE, E-Services(pvt). Ltd.,	25-03-2021	3 Years	27-30
5	Andhra Pradesh State Skill Development Corporation (APSSDC)	01-04-2018	24-10-2022	31-42
6	National Highway Authority of India (NHAI)	13-07-2020	5 Years	43-47
7	Aaharya Technologies PVT Ltd	30-12-2019	3 years	48
8	Infosys Campus Recruitment Program	06-05-2019	Every year Renewal	49-60
9	Talentio Training Program	11- 07-2018	2018-2022	61-64
10	International School of Engineering (INSOFE) Program	04-04-2019	2019-2020	65-67
11	BLACKBUCKS	01-06-2020	28-02-21	68-75



**MEMORANDUM OF UNDERSTANDING**  
**FOR**  
**TECHNICAL COURSES**  
**BETWEEN**  
**BHARAT SANCHAR NIGAM LIMITED**  
**VISA KHAPATNAM**  
**AND**  
**ANIL NEERUKONDA INSTITUTE OF**  
**TECHNOLOGY & SCIENCES (A)**  
**VISA KHAPATNAM**

**DATE : 30-01-2021**

भारतीय गैर न्यायिक

पचास  
रुपये

रु.50



FIFTY  
RUPEES

Rs.50

INDIA NON JUDICIAL

ఆంధ్రప్రదేశ్ ఆంధ్ర ప్రదేశ్ ANDHRA PRADESH

AG 697739

Serial No:31655


Denomination: 50

Date:02-12-2020

Stamp S. no AG 697739

Purchased By:  
B S SRINIVASA RAO  
S/O B APPRAO  
VISA KHAPANTNAM

For:  
\*\*SELF\*\*

  
Sub Registrar  
Ex. Office Stamp Vendor  
SRO Visakhapatnam(R.O)


### Memorandum of Understanding

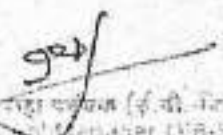
This Memorandum of Understanding is entered into and executed on this 30<sup>th</sup> day of January 2021 at Visakhapatnam BY AND BETWEEN ANIL NEERUKONDA INSTITUTE OF TECHNOLOGY AND SCIENCES, VISAKHAPATNAM (hereinafter called "ANITS(A)"), represented by its Principal, having its office at Sangivalasa, Visakhapatnam which expression shall, where the context so admits, be deemed to include its successors, executors and administrators of the ONE PART

AND

Bharat Sanchar Nigam Ltd., (hereinafter referred to as the "BSNL") a company registered under the Companies Act, 1956, through its Principal General Manager, Visakhapatnam Telecom District having office at 1<sup>st</sup> Floor, BSNL Bhavan, Dabagardens, Visakhapatnam-530020 (which expression, unless it be repugnant to the context or meaning thereof, shall be deemed to mean and include their executors, administrators and assigns), party of the SECOND PART.

WHEREAS, ANITS (A) has initiated to provide competency based employability enhancement skills for Technical & Management courses as approved / Recognized by

  
Anil Neerukonda Institute of  
Technology & Sciences  
Sangivalasa-531 62  
Visakhapatnam Dist.

  
Anil Neerukonda (ఇ.టి.ఎన్.ఐ.టి.)  
Area Manager (IR-Sales)  
Sangivalasa, V.T.D.  
Sangivalasa, V.T.D.  
Sangivalasa, V.T.D.  
Sangivalasa, V.T.D.  
Sangivalasa, V.T.D.

भारतीय गैर न्यायिक

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ఆంధ్ర ప్రదేశ్ ఆంధ్ర ప్రదేశ్ ANDHRA PRADESH

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SRINIVASA RAO  
B APPRAO  
AKHAPANTNAM

appropriate Government Authority & WHEREAS BSNL Training Center in Visakhapatnam Telecom District is required to perform the role and function of providing hands on skill training to 4 years / 5 years B.Tech / M.Tech students in ECE, IT and Computer Sciences and all its related areas. WHEREAS the First Party has to nominate the number of students for the various programs offered by BSNL-TP and WHEREAS the Second Party has expressed its keen interest and desire to be a key partner in the execution of this program in terms of the objectives of the scheme and policy as highlighted and specified in the said program and particularly in view of the desire and interest of BSNL to join and partner with ANITS (A) in providing competency based skills through its training center in Visakhapatnam.

WHEREAS both parties have held discussions and agreed for collaboration for conducting training Under this MOU and in GENERAL for Technical & Management Courses whereby BSNL will impart the requisite training and award credits for the training conducted on its own, to the registered students. THEREFORE, both the parties hereby agree that the Training Center at Visakhapatnam of BSNL, as approved and recognized by BSNL and ANITS (A) from time to time shall be known as an act /

perform the role of "Training Providers" in GENERAL for Technical & Management Courses initiated by ANITS (A) on the following terms and conditions :

1. That BSNL agrees that Training center in Visakhapatnam set up by BSNL and herein after to be referred as "BSNL-TP" shall act and perform the role of Training Provider to provide hands on skill training in specific sector such as Telecommunications and Management courses and all its related areas.
2. That BSNL agrees and undertake that its "BSNL-TP" conduct skill training in specific sector such as Telecommunications and Management courses and all its related areas and shall perform following functions:
  - a. Announce the schedule of skill training modules for calendar year.
  - b. Register students for the modules and upload the same on BSNL website.
  - c. Conduct the skill modular training.
  - d. Conduct examination / evaluate the student, award the grade indicating completion of Training and uploading the same on the BSNL website.
  - e. The BSNL-TP recognized and approved by BSNL may register students as provided by the ANITS (A) .
3. The BSNL-TP as specified in the Memorandum of Understanding, may take flexible training timing and schedule in consultation with ANITS (A)
4. The BSNL-TP shall announce and inform through its website, the schedule of the Skill Modules it plans to offer in the academic year concerned for the information of the prospective students and it shall accept the students as provided by ANITS (A).
5. The BSNL-TP shall be entitled to the fees as mentioned below.
6. Interested students shall be encouraged for Internship, Project, Certified courses in Engineering and Management streams during MOU period.
7. The BSNL-TP will conduct appropriate training sessions as per the following pedagogy.
  - a) These various programs on different topics under this project will focus on practical hands-on training in field / practical supplemented with structured academic content that shall be provided online and may be supplemented with appropriate theory sessions to the students of ANITS(A) in Technical streams.
  - b) Practical sessions shall be held in flex-mode that shall expose the students to various Telecom equipment in terms of their operations.
  - c) Academic content shall focus on the various operational procedures / facets of the Telecom equipment / technologies present in the BSNL network related to the

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Asst. General Manager (EB-Sales)  
BSNL, Visakhapatnam, O/o. G.M. E.D.  
Bhavani Nagar, Visakhapatnam-530015  
Contact No. 089-2570977

practical sessions in an attempt to provide the student with high end equipment handling practical skills *as opposed to rote learning.*

**d) Academic Structure of Programs:**

1. **BSNL Certified Courses for Engineering Stream:** The complete spectrum of Telecom practical skill learning shall be divided into 7 modules. The duration of the skill-part of the program in BSNL set-ups / training centers shall be incorporated into three academic semesters of conventional engineering education B-Tech / M.Tech (ECE,IT & Computer Science) starting with 5th semester: 35 practical sessions of 2 hours each (70 hrs) : 10 field visit sessions of 2 hours each (20 hrs)
2. **INTERNSHIP / Project (4/6 weeks):** 16 Theory sessions of two hour each (32 hrs) & 8 Practical sessions of 2 hours each (16 hrs)
3. **INTERNSHIP/Project (4 weeks) :** 5 Theory sessions of two hour each (10 hrs) & 4 Practical sessions of two hours each (8 hrs)
4. **Online Certificate Program (8 weeks) :** 8 Practical sessions of four hours each (32Hrs).

This program is offered mainly on Telecom related topics:

**Broadband Technology, Digital Switching Systems, Digital Transmission Systems, IP Networking and Cyber Security, Mobile Communications, Optical Fiber Technology & Telecom Support Infrastructure.**

5. **Seminar:** Four Hours session

6. **Industrial visit:** Field visit for four Hours

**1) INTERNSHIP/Project**

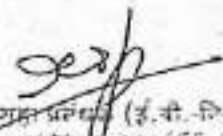
However, the new courses will be designed in accordance with the demand from ANITS (A) administration and fee also decided in negotiation with both parties accordingly

e) In brief, the training sessions shall introduce the trainee to various planning and operational aspects, e.g. subscriber creation, route creations, network optimization, network performance monitoring, fault rectification, traffic reporting, network planning and dimensioning, etc. And in management perspective include personality management, marketing planning strategy etc.

f) The online content / theory sessions provided shall support material (soft copy) for the practical sessions in terms of descriptions and explanations obtained from our equipment manuals. Normally, it shall not address theoretical concepts that students learn as part of communication engineering.

*Copy*

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Asst. General Manager (CB-Sales)  
G.M.O. G.M.T.D.  
BSNL  
VLSA/CPA/AM-20  
Ph. No. 0691-2570977

g) In addition to that an over view on improvement of communication skills, soft skills and preparation of curriculum vita etc., will be imparted as an additional advantage.

**h) FORCE MAJEURE:**

If at any time, during the continuation of this Memorandum of Understanding, the performance in whole or in part, by other party, of any obligation under this is prevented or delayed, by reasons of war, or hostility, acts of public enemy, civic commotion, sabotage, act of state or direction from statutory authority, explosion, epidemic, quarantine restriction, strikes and lock-outs, fire, floods, natural calamities or any act of God (hereinafter referred to as event), provided notice of happenings of any such events is given by the effected party to the other within 7 calendar days from the date of occurrence thereof, neither party shall, by reasons of such events be entitled to terminate the Memorandum of Understanding, nor shall other party have any such claims for damages against the other in respect of such non - performance or delay in performance. Provided service under the MOU shall be resumed as soon as practicable, after such event comes to an end or ceases to exist. The decision of BSNL as to whether service may be so resume (at the time frame within which the service may be resume) or not, shall be final and conclusive. However, the Force Majeure events noted above will not in anywhere cause extension in the period of the MOU.

**i) Dispute resolution and arbitration:**

a. In case of dispute there shall be an arbitration committee comprising of representative/s nominated by Board of Management, ANITS (A), Visakhapatnam and representative/s nominated by Head of Visakhapatnam BSNL telecom district, Visakhapatnam. The decision of the arbitration committee shall be binding on both parties.

b. The Memorandum of Understanding shall be subject to exclusive jurisdiction of courts at Visakhapatnam only.

**ii) Arbitration Clause:**

Except as otherwise provided elsewhere in the contract, in the event of any disputes, controversy, or differences arising out of or relating to this MOU, or the breach, termination or invalidity thereof between the parties, such party or parties shall make a request to the other party or parties to amicably settle such differences or disputes and parties shall thereupon make every effort to settle the same amicably within a period of 60 (sixty) days from the date of making of such request.

Where parties are unable to settle the disputes through conciliation, the same shall be referred to the authority in BSNL (GMTD Visakhapatnam) for referral of such disputes to a sole arbitrator (chosen from the name(s) provided by BSNL), to be mutually decided by the parties, as per the provisions of the Arbitration and Conciliation Act, 1996, any amendment thereof, and any notification issued or rules made there under from time to time.

The venue of the arbitration proceeding shall be Visakhapatnam.

*Handwritten signature*

Visakhapatnam District  
331 102

*Handwritten signature*  
Asst. General Manager (C/Sales)  
S.M.G. Bh. No. / O/o. G.M.T.O.  
Dist. Office / B.S.N.L.  
Visakhapatnam / VISAKHAPATNAM-20  
Mobile/Ph. No. 0891-2570977



1. Duration of the Program: 8 weeks after graduation and 12 weeks for students who are currently enrolled: The training may be spaced between 5th, 6th, and 7th semesters, covering all seven certificate programs, for the currently enrolled students. (35 practical sessions of 2 hours each + 10 field visits of 2 hours each making a total of 90 hours; the distribution of which may be decided in consultation with the technical campus.

**Fee for the courses:**

- a. Fee for BSNL Certified course: Fee shall be limited and not more than Rs.10,000 + GST per semester per student totaling to Rs. 30,000 + GST per student across the three semesters.
- b. Fee for Internship (4 weeks) course: Fee shall be limited and not more than Rs.2,500 + GST.
- c. Fee for Internship (6 weeks) course: Fee shall be limited and not more than Rs.6,000 + GST.
- d. Fee for Online certificate program course: Fee shall be limited and not more than Rs.5,000 + GST.
- e. Fee for Seminar: Nomination of faculty from BSNL at free of cost (for MOU universities/ colleges only)
- f. Fee for Industrial visit: Offered at free of cost (for MOU universities/ colleges only).

**PAYMENT TERMS:**

- a) For BSNL Certified courses, Internship and Project trainings, fee will be directly paid by the student to BSNL.
- b) For On-Campus training fee will be paid directly by the ANITS (A) to BSNL Visakhapatnam in the form of NEFT to AO (Cash) O/o BSNL Visakhapatnam before ten days. 30% fee concession for every student. Amount paid / deposited cannot be refunded under any circumstances.

**On-Campus trainings:**

ANITS (A) will arrange accommodation to conduct training classes in the ANITS (A) premises and practical will be conducted in the BSNL premises.

**2. Relevant Documents**

A Comprehensive report (Attendance / Evaluation etc.) of the training shall be furnished by BSNL TP, Visakhapatnam to ANITS (A).

*Handwritten signature*

*Handwritten signature*  
K. Srinivas Reddy (P. O. Sales)  
Sales Development Manager (P. Sales)  
Mobile: 98491 23456  
ANITS (A) - VISAKHAPATNAM-20  
Date: 25/09/17

#### 4 Process Methodology

- a. ANITS (A) may inspect the training programs randomly by authorized persons and binding on BSNL TP, Visakhapatnam to extend all support to ANITS (A), Visakhapatnam
- b. BSNL TP, Visakhapatnam will rectify any shortcomings observed during the visit on an immediate basis.

A summary of the all programs that shall be delivered under this Memorandum of Understanding are as per schedule II.

5. The BSNL - TP will evaluate the students for the Training Skills and award grades and such grade sheet be submitted to the ANITS (A).

6. The BSNL - TP shall maintain a record of the registered students and certificates issued and upload the same on the BSNL web portal.

7. **No Confidentiality:** There shall not be any confidentiality of any information disclosed to by both parties to each other, either in operationalizing this Memorandum of Understanding or for the purposes of implementing this Memorandum of Understanding. The information sought under Right to Information Act or otherwise by any student, shall be promptly made available.

8. The BSNL agrees and undertakes that the BSNL - TP as recognized and approved by ANITS shall act as Training Provider in terms of the Memorandum of Understanding signed by them with the ANITS (A) and the Memorandum of Understanding to be signed between the ANITS (A) and the Training Provider shall provide the details regarding the schedule of operation, in order to protect the interest of students and all concerned stakeholders.

9. The BSNL shall participate, operate and execute the scheme strictly in accordance with the scheme in GENERAL for Technical & Management Courses initiated by ANITS (A) and shall not indulge in any violation of the scheme.

10. Both the parties shall indemnify and keep the other party indemnified and harmless against any and all claims, actions, proceedings by third party (including all costs, expenses, damages / losses) arising out of or in connection with this MOU due to breach of any provisions of this MOU by such party or as a result of any act of negligence / omission or commission on part of such party and / or its employees, agents etc.

11. The present Memorandum of Understanding can be terminated by the ANITS (A) / BSNL by giving a notice of one month to BSNL / ANITS (A) without assigning any reason in this regard and the ANITS (A) / BSNL shall have no claim against each and its officials on account of termination of such Memorandum of Understanding. However, the responsibilities and duties of both parties in respect of the common students already registered shall not end with the termination of the Memorandum of

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Asst. General Manager (EB-Sales)  
G.M. (EB) / D/O, G.M.T.O.  
M.O. to D/O, G.M.T.O.  
Visakhapatnam / VISAKHAPATNAM-20  
M.O. No. 085-2570977

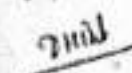
Understanding, and these will remain valid in totality until completion of evaluation of the already registered students and reporting of their results by both parties.

12. Effective Date:

This Memorandum of Understanding is effective from the date signed by both the parties will be valid for a period of FIVE years until determined, suspended or terminated earlier.

IN WITNESS WHERE OF, the parties hereto, each acting under due and proper authority, have executed this mutually binding Memorandum of Understanding as of the date first written above.

For ANITS (A)

Signed: 

Name: (G. V. HANUMANTH RAO)

Title: PRINCIPAL

Date: 30-01-2021

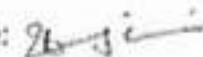
1) Witnessed by

Signature: 

Name: Dr. V. Lajja Lakshmi

Date: 30/1/21

2) Witnessed by

Signature: 

Name: Dr. R. Sivaranjani

Date: 30-1-2021

For BSNL 


Signed:

Name: BSSrinivasa Rao (F.A. Rank)  
Asst. General Manager (EB-Sale)  
M. S. B. M. Tower, G.M.T.D.

Title: Sr. B. D. / BSNL

Date: 30/01/2021  
Address: VISAKHAPATNAM-2  
Dist. Pr. No. 0891-2520977

1) Witnessed by

Signature: 

Name: BSSrinivasa Rao

Date: 30/1/21

2) Witnessed by

Signature:

Name:

Date:

# MEMORANDUM OF UNDERSTANDING

Between



## ANIL NEERUKONDA INSTITUTE OF TECHNOLOGY & SCIENCES (Autonomous)

(Approved by AICTE, New Delhi, Accredited by NBA)  
(Accredited by NAAC with "A", Permanently Affiliated to Andhra University)  
Sangivalasa, Visakhapatnam, Andhra Pradesh - 531162.  
Phone: 08933-225083/84/87 Fax: 226395

and



**Zunik Energies Pvt. Ltd.**

I-2, Tides Business Incubation Centre, IIT Roorkee,  
UTTARAKHAND - 247667

[info@zunikenergies.com](mailto:info@zunikenergies.com) [www.zunikenergies.com](http://www.zunikenergies.com)

#startupindia  
Approved Startup  
DIPP-12073  
CIN: U74999AP2017PTC107057



## MEMORANDUM OF UNDERSTANDING

- **Parties:** This Memorandum of Understanding referred to as M.O.U is made and entered into by and among Dept. of EEE, Anil Neerukonda Institute of Technology & Sciences, a self-financing institution, here in after referred to as "ANITS" and "Zunik Energies Pvt. Ltd."
- **Purpose:** Zunik Energies Pvt. Ltd. will, wherever possible, assist ANITS as mentioned below.

The MoU envisages the following:

**(a) Students projects:**

vt) By suggesting some industry-oriented projects, guiding the project students and permitting them to use the facilities, if required, for successful completion of the projects.

**(b) Guest Lectures:**

By providing resource persons, for giving Guest Lectures in frontier areas beyond the curriculum, especially in the areas on variable frequency drives, on & off grid inverters and solar power inverters at least twice a year and a min. of 5 in the span of 2 years.

**(c) Refresher courses, workshops and Seminars:**

In conducting National Seminars, Symposiums, Workshops etc in association with ANITS at least 3 in the span of 5 years by providing some intellectual inputs at a mutual agreed cost.

**(d) Training the faculty:**

In training one or two faculty members of ANITS for a period of one month during the summer vacation.

**(e) Value-Addition course:**

By conducting value-addition courses for the students of ANITS, if necessary, at a mutual agreed cost.

- **Duration of Memorandum of Understanding:** The effective date of this MOU shall be February 25<sup>th</sup>, 2019. The MOU shall extend for a period of 5 years and may be renewed upon mutual written agreement. The MOU may be modified by mutual written agreement. It may be terminated by either Zunik Energies Pvt. Ltd. or by ANITS with notification to the other party 2 months prior to the effective date of termination.

MEMORANDUM OF UNDERSTANDING

- **Amendments:** Either party may request changes to this MOU. Any changes, modifications, revisions or amendments to this MOU which are mutually agreed upon by and among the parties to this MOU shall be incorporated by written instrument, and effective when executed and signed by all parties to this MOU.
  - **Liability Insurance:** Each party shall maintain its own insurance in amounts deemed appropriate for its operations. Such insurance shall provide coverage for negligent acts, errors, or omissions and provide protection against bodily injury or property damage claims. It is expressly understood that each party shall be solely responsible for its own actions and such insurance shall not extend to protect any other party.
  - **Conduct:** Each party shall abide by the rules and regulations of the Zunik Energies especially in regard to event by the team of Dept. of EEE, ANITS during the tenure.
  - **Signatures:** The administration of this MOU will be the responsibility of the Zunik Energies Pvt. Ltd. Dogga Raveendhra, CTO, Zunik Energies Pvt. Ltd. shall be the primary contact at Zunik Energies Pvt. Ltd. Professor G. Raja Rao, HOD, Dept. of EEE, ANITS, will serve as the primary contact at ANITS, Visakhapatnam.
- In witness whereof the undersigned, representing their respective institutions, hereby sign and approve this Memorandum of Understanding in duplicate, one copy for every signing party.

Zunik Energies Pvt. Ltd.

Authority

Sign R. Pranjitha

For ZUNIK ENERGIES PVT. LTD.,

CEO

Dept. of EEE, ANITS

Authority

Sign S. R. J. 26/02/2019

Head of the Department  
ELECTRICAL & ELECTRONICS ENGG.  
ANITS, Sangivalasa  
VISAKHAPATNAM - 531 107

Applicable 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 <a href="http://www.redhat.com/licenses/partners/">www.redhat.com/licenses/partners/</a> .

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.

**Anil Neerukonda Institute of Technology & Sciences (ANITS)**

Signature

Printed Name

Title

Date

Principal  
Anil Neerukonda Institute of  
Technology & Sciences  
Sanghulasa-531 162  
Vizakhapatnam Dist



**Red Hat India Private Limited**

Signature

Printed Name

Title

Date

BHC-117366

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) not 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 (1.5%) 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 (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.

## 8. 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 if 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 use 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>. 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.



## 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 the 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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*[Handwritten Signature]*



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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 an 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 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.

14.3.3As 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. The Parties may exchange electronic signatures and signature pages electronically and such signatures will be effective to bind the

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Parties. (g) The Parties acknowledge that they have each reviewed and participated in setting 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](mailto: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.

Red Hat Partner Agreement  
(date)

*Handwritten signature*



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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.

### 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](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](http://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 the 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 fulfil 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](http://www.redhat.com/licenses), the applicable Red Hat End User Agreement(s) set forth at [www.redhat.com/licenses/eulas](http://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.

*7/10/14*



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 14.9.2 of the Red Hat Partner Terms and Conditions, Partner Officials may be government or public officials.

*Amended*





- 1. Red Hat Academy Subscription.** Red Hat Academy Subscriptions contain the following:
- (a) Authorization and access to, and use of, the Curriculum in accordance with the terms set forth herein. The Program Fee includes Curriculum and Fees for the initial two hundred (200) Students. Additional Student Curriculum access may be purchased on a per Student basis;
  - (b) Exams and exam delivery are not included in the Red Hat Academy Subscription and may be purchased separately; and
  - (c) A list of standard Course offerings in the Red Hat Academy Program is available from Red Hat or a Red Hat Academy Reseller.

**2. Partner Requirements.**

- (a) Partner is solely responsible for providing pre-requisite skills, assessing Student's suitability for use of the Course(s) and Curriculum, appropriate use of any Internet access, delivery of all instruction to Students, all grading and assessment of Students, and handling of all Student information.
- (b) Partner must notify Red Hat of the number of Students in each Course within one business day after the Course begins.
- (c) Partner will provide Students with access to Student software labs. Access to such labs may be purchased through a Red Hat Lab Partner, through a third party cloud hosting provider authorized to provide such software lab access, or may be provided by the Partner through its own resources.
- (d) Partner shall maintain at least one (1) Red Hat Certified Professional during the Appendix Term. Partner will notify Red Hat upon appointment or replacement of Red Hat Certified Professionals.

- 3. Red Hat Academy Subscription Fees.** Partner shall pay the Program Fee, if applicable, annually, before the beginning of the Initial Term and each Renewal Term. Courses and additional services can be ordered by Partner from a Red Hat Academy Reseller. All Red Hat Services purchased during the Appendix Term must be used within each one (1) year Term in which it was purchased or such Red Hat Services shall be forfeited.

Red Hat Partner Agreement  
(India)

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Page 12 of 14  
Red Hat Confidential Information

April 2018

Red Hat Academy:



*Red Hat Partner Agreement*  
(Amended)

*Amek*



Page 13 of 14  
*Red Hat Confidential Information*

April 2019

**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.

Red Hat Partner Agreement  
 (India)

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Page 14 of 14  
 Red Hat Confidential Information

April 2018

# MEMORANDUM OF UNDERSTANDING

BETWEEN



Innovation Valley, Hill 3, IT SEZ, Startup Village,  
Pedda Rushikonda, Rushikonda,  
Visakhapatnam, Andhra Pradesh 530048  
Website: <http://hotspare.in>, Mail: [info@hotspare.in](mailto:info@hotspare.in) Cell: 9705410433

AND



DEPARTMENT OF INFORMATION TECHNOLOGY  
ANIL NEERUKONDA INSTITUTE OF TECHNOLOGY & SCIENCES (ANITS)  
SANGIVALASA  
BHEEMUNIPATNAM (MANDAL), VISAKHAPATNAM -531162

2021

**HOTSPARE, E-SERVICES (P) LTD, Visakhapatnam**

**AND**

**ANIL NEERUKONDA INSTITUTE OF TECHNOLOGY AND SCIENCES, SANGIVALASA, VISAKHAPATNAM**

This Memorandum of Understanding (hereinafter referred to as "MoU") is entered into this agreement on this day 25/3/2021 by and between

**Hot Spare e-services (p).ltd** is a software & web services development organization. Headquartered in Visakhapatnam, Andhra Pradesh. At Hot Spare we not only programme/construct/develop softwares & websites but also we make them as a peculiar in the market. We are dynamic web site design and products to customers requirements. We have started our organisation in the year 2015.

Hot Spare comprises of best development, testing and other administrative teams and we are proud to say that, our employees are the driving force being our success.

Currently we are offering our services to Schools, Colleges, Hospitals, Logistic Departments, E-Learning Courses, E-commerce etc.,. We offer continuous service support for 24X7.

**SCOPE OF THE FIRST PARTY:**

- ◆ Provide internship and job offer to the selected students

**AND**

**DEPARTMENT OF INFORMATION TECHNOLOGY**

**ANIL NEERUKONDA INSTITUTE OF TECHNOLOGY AND SCIENCES, SANGIVALASA, VISAKHAPATNAM**

(hereinafter referred to as "ANITS") located at Sangivalasa, Bheemunipatnam (M), Visakhapatnam is a self-financing institute established by a non-profit making society, named Anil Neerukonda Educational Society, and recognized by AICTE with a vision to evolve into and sustain as a Centre of Excellence in Technological Education and Research with a holistic approach. The mission of ANITS is to train young men and women into competent and confident engineers with excellent communicational skills, to face the challenges of linear technology changes, by imparting holistic technical education using the best of infrastructure, outstanding technical and teaching expertise and an exemplary work culture, besides molding them into good citizens.

**SCOPE OF THE SECOND PARTY:**

- ◆ The college shall provide infrastructure for placement recruitment process

*[Handwritten signature]*

*[Handwritten signature]*  
25/3/2021

**HOTSPARE E-SERVICES PVT. LTD.**  
*[Handwritten signature]*



**HOTSPARE**

+91-9705410433  
info@hotspare.in  
www.hotspare.in

### Memorandum of Understanding (MoU)

**1. Designation:**

You are currently designated as "Software Intern". Your designation is subject to change as per the roles, responsibilities and work assigned to you from time to time. You will report to the Project Leader.

**2. Compensation:**

You will be entitled for a monthly salary of Rs 6,000/- Per month during internship period (Rupees In words only). Internship followed by job offer based on the performance.

**3. Place of work and Transfer:**

Your initial place of work will be at Visakhapatnam, India. However, your services are transferable and may be assigned to any location in India or abroad where the Company or any one of its associates or customers conducts business. While on transfer you will be governed by the rules, regulations and conditions of service of that location.

**4. Shift timings:**

As we work 5 days a week, you will be required to work as per the requirements of the Company. You will be expected to attend to office when ever company requires except while travelling on business as assigned to you by your Superiors. You will be entitled to staggered weekly offs(Saturday and Sunday) as per the schedule put up from time to time. But on Saturdays you should be available for works.

**5. Termination:**

Your services may be terminated by either party giving one month's notice in writing. The aim of this clause is to minimize unnecessary disruption of business.

**6. Whilst employed by the Company:**

- a) You will not be permitted to undertake any other employment or engage in any external activities of commercial nature without prior written approval.
- b) You will be required to effectively carry out all duties and responsibilities assigned to you by your Manager and others authorized by the Company to assign such duties and responsibilities. Your performance will be subject to annual appraisal by your Manager.
- c) Except in the proper course of your employment, or thereafter you shall not divulge to any third party any information regarding the business matters of the Company or information regarding its customers without prior written approval. All information that comes to your knowledge by reasons of employment with the Company is deemed to be confidential.
- d) You should not conduct yourself in any manner amounting to breach of confidence reposed in you or inconsistent with the position of responsibility occupied by you.

- e) You should not use any of the company property to your personal things.

**Credentials:**

Your continuation in service is subject to satisfactory verification of your credentials. Your services can be terminated with out any notice and without giving any reasons, if at any time it is found that you have concealed any material information or have given false information.

**Discipline:**

You will be required to apply and maintain the highest standards of personal conduct and integrity, comply with all company policies and procedures. All acts subversive of good conduct and discipline like insubordination, gross negligence, corruption, fraud, forgery, misappropriation etc would warrant strong disciplinary action from the Company.

**Upon Separation:**

Upon separation from the Company you will be required to immediately return to the Company all assets and property of the Company including documents, files, data and memos in your possession or custody. Further at the time of leaving the company you shall hand over the charge to the authorized person and obtain a NO DUE CERTIFICATE from your section head to enable the management to relieve you from the service and settle your account.

**Address for communication:**

You have given your address, as it appears at the beginning of this letter. Any communication sent to that address shall be deemed to have been served upon and received by you. It is your responsibility to intimate the company about any change in the address.

Any violation of the above mentioned or any other company procedures and policies would attract action as per company disciplinary policy in force.

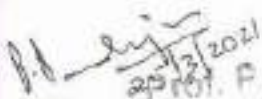
**Period of MoU:**

The MoU between HOTSPARE AND Dept of IT, ANITS for a period of 3 years i.e 25.03.2021 to 2024.

Kindly sign and return a copy of this MoU. Please initial each page in acceptance of the terms and conditions set out herein.

We take pleasure in welcoming you to our organization and hope that you find a long and a successful career with us.

Best Wishes,

  
25/03/2021  
P. PRADMAN  
HOD  
Department of Information Technology  
ANITS

  
For HOTSPARE E-SERVICES PVT.LTD  
Founder & CEO  
Hotspare e-services pvt.ltd.  
VISAKHAPATNAM  
Authorised signatory

  
PRINCIPAL  
Anil Neerukonda Institute of Technology & Sciences  
Sangivalasa, VISAKHAPATNAM



# CHIEF MINISTER'S SKILL EXCELLENCE CENTER



## MEMORANDUM OF AGREEMENT (MoA)

BETWEEN

**ANDHRA PRADESH STATE SKILL DEVELOPMENT CORPORATION**

AND

**Anil Neerukonda Institute of Technology & Science(Autonomous),  
Visakhapatnam**

Skill Development, Entrepreneurship & Innovation Department  
(SDE&I. Dept.), Government of Andhra Pradesh.





AGREEMENT BETWEEN

25 OCT 2019

JOINT SUB-REGISTRAR  
CHENNAIPATTAM  
TAMIL NADU

**ANDHRA PRADESH STATE SKILL DEVELOPMENT  
CORPORATION**

**AND**

**ANIL NEERUKONDA INSTITUTE OF TECHNOLOGY &  
SCIENCE**

**SANGHIVALASA**



The Agreement is executed on this \_\_\_\_\_ day of 25-Oct- 2019 (Effective Date) by and between,

**Andhra Pradesh State Skill Development Corporation**, having its Corporate Office at D.No.78/2, G&J Infra Infosight Building, Near Pathuru Junction, Tadepalli - 522501 herein referred to as "APSSDC" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successors and assigns) represented by its Authorized Signatory of the first part;

**And**

**ANIL NEERUKONDA INSTITUTE OF TECHNOLOGY & SCIENCE** having its corporate office at **Near Three Temples Bheemunipatnam, Sanghivalasa, Visakhapatnam, Andhra Pradesh 531162** herein after called **ANITS, Sanghivalasa** [which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successors and assigns) represented by the **CHAIRMAN** of the second part;

APSSDC and College shall herein after be collectively referred to as Parties and individually as first/second Party.

**WHEREAS:**

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. The process of developing large pool of skilled manpower has been envisaged in partnership with industry to make the skill development mission more industry relevant and self-sustainable. In the process of achieving these goals, the GoAP has



*Neerukonda Prasad*  
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incorporated APSSDC as a special corporate which shall strive for the appropriate and demand driven Skill Development.

APSSDC in its several meetings have discussed and decided to achieve the goal of skill development with participative approach of the stakeholders' viz. the Government, Industry, academic institutions, youth and all other stakeholders. This participative approach will go a long way in accomplishing the task in economical, appropriate proportions with relevance in the shortest period. The APSSDC would provide the extra infrastructural requirements at the selected academic institutions in order to extend the skilling activities and thus realizing the objectives of APSSDC. In this process, the APSSDC has selected some of the leading Engineering Colleges/Govt. Polytechnics/Industry associated training institutions for providing the additional infrastructural facilities required for running the Skill Development programs.

APSSDC and the College/ Institution which is selected for **CM's Skill Excellence Center (SEC) - ICT Lab** have mutually discussed and agreed to enter into this agreement as detailed hereinafter.

NOW, THEREFORE, in consideration of the mutual promises contained herein and other good and valuable consideration, the receipt of which is hereby acknowledged, the parties agree as follows:

## 2.1 DEFINITIONS:

In this Agreement, the following expressions shall have the meaning stated herein:

**"Agreement"** shall mean this agreement executed between APSSDC and College and shall include any written modifications thereof and the schedules attached hereto.

**"Applicable Law"** shall mean all the laws national and international, enacted or brought into force as the case may be and enforced by the GoI or GoAP as the case may be, and the regulations and notifications made there under and judgments, decrees, injunctions, writs and orders of any court of record, as may be in force and effect.

**"CM's Skill Excellence Centre - ICT Lab"** shall mean multi-skill focused Centres of Excellence (CoE) at reputed Engineering Colleges in CSE, IT, ECE, EEE, Mechanical and Civil streams. These **CM's Skill Excellence Centers - ICT Labs** will be selected,



*Narinder Singh*  
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established and implemented by APSSDC in active collaboration and assistance from the host College, as per the terms of this Agreement.

"GoAP" means the Government of Andhra Pradesh and its concerned department, Skill Development Entrepreneurship & Innovation.

"Equipment" means/includes Laptops, Projector, Wi-Fi routers, Audio system

### 3. SCOPE OF SERVICES / PROJECT

- a. To make qualitative improvements in imparting Technical Skills by setting up or providing:
  - Infrastructure in college laboratories by adopting latest technologies in engineering streams of CSE, IT, ECE, EEE, Mechanical and Civil to serve the needs of the industry;
  - Skill up-gradation of faculty by imparting training;
  - **CM's Skill Excellence Centre - ICT Labs** to focus on training students in line with the latest Industry needs and make them more employable
- b. **Promote Industry** - Academia interfacing to make improvements in Technical Skills sustainable and in line with Industry requirements.
- c. **Train students to improve employability** - Improved placements of students in colleges and enable the students to compete and succeed in national employment market with better remuneration and professional growth.
- d. Create a pool of skilled manpower to cater to the current and future industrial and service sector needs.
- e. Follow Guidelines and procedures prescribed / as may be prescribed from time to time by APSSDC for implementation.

### 4. SCOPE OF THE FIRST PARTY

The APSSDC shall

- Select reputed academic/Industrial Training Institutions through a stipulated procedure;
- Provide a platform for registration of trainees online and mapping of institutions and students;



*New Andhra Pradesh*

- Provide equipment with latest technology to fill up the gap required to suit the skill development training requirements -laptops (as per the configuration given in Annexure I);
- Prepare over all calendar programs and communicate to Second Party;
- Train the faculty in the requisite and relevant skill;
- Exercise its right to cancel the permission now granted to the institutions in the event of not fulfilling their obligations.

## 5. SCOPE OF THE SECOND PARTY

The College shall:

- Provide a minimum of 750 sq.ft area for setting up the lab;
- Make available the necessary infrastructure as per the project specifications including electrical fittings, electricity and Power backup, water, furniture and fixtures and Air-conditioning;
- Provide adequate security: The College is responsible and accountable for the safety of the lab equipment;
- Ensure internet connectivity of 150Mbps bandwidth;
- Mobilize faculty and students of the college/institution for trainings and Certification;
- Make necessary efforts and ensure maximum participation of students belonging to Scheduled Caste (SC) and Scheduled Tribe (ST) Categories
- Appoint a Centre Coordinator as Single point of contact person (SPOC) for handling all administrative and programme related activities for smooth functioning of the Centre;
- Ensure to mark the daily attendance of candidates in the suggested mode (manual or bio metric or iris scan );
- Make a commitment on the count of faculty and students for APSSDC Training programs as mentioned - **50% of annual intake / students on rolls** – for participation in APSSDC programs like Workshops, online programs, Certification programs, any other programs announced by APSSDC from time to time out of which 50% students are to get certified from the Globally recognized MOOCs;



*Handwritten signature*



- Allow at least 50% of intake capacity to students of other colleges with residential facilities **(100 boys & 50 girls at nominal cost)** i.e., food & accommodation.
- *Provide Food and accommodation for 5 mentors (boy / girl) deputed by APSSDC to the college to co-ordinate and execute the APSSDC programs without any charges;*
- Setup one Skill Development Center lab and equip it on the lines of CM's SEC for APSSDC training exclusively;
- Have to bear the maintenance cost of equipment at the college after the warranty lapses

**Compliances:**

- **KPIs** – Key Performance Indicators (KPIs) will be developed in mutual consultation with colleges and APSSDC.
- **Monitoring:** The activities of CM's Skill Excellence Centers - ICT Labs shall be regularly monitored through an IT monitoring system at APSSDC on a real time basis and also through the monitoring committee of APSSDC.
- **Management Information System:** 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 'THE FIRST PARTY' are to be submitted through MIS.
- 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 amounting to withdrawal of allotment of Centre given under this Project if it is found that the college:
  - ❖ Is Charging capitation fee or indulging in any other malpractice
  - ❖ Provided false data in their reports
  - ❖ Is Unable to achieve targets set by APSSDC/themselves in Proposals consistently
  - ❖ Violated any of the terms and conditions of this Agreement



*Manoj Kumar*

## 6. REVENUE GENERATED

The Revenue generated from the programs being implemented by APSSDC will be the sole income of APSSDC as per the Course wise fee structure provided at Annexure -II which may be periodically updated as and when required.

## 7. BREACH OF AGREEMENT & REMEDIAL PERIOD

APSSDC shall have the right to terminate this Agreement 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 Agreement 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 Agreement by the other Party. The non-defaulting party shall first serve a written notice of its intention to terminate this Agreement 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. If 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 Agreement forthwith.

## 8. CONFIDENTIAL INFORMATION

Each Party may disclose Confidential Information:

- a) to the extent to which it is required to be disclosed pursuant to Applicable Law;
- b) to the extent to which it is specifically permitted by the other Party in writing;
- c) to the extent that the Confidential Information is publicly available and
- d) to its employees and professional advisors, but only to the extent necessary and subject to such employees and professional advisors accepting an equivalent confidentiality obligation to that set out in this Clause Confidentiality.

## 9. 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.



*Narinder Singh*

## 10. DISPUTE RESOLUTION

The Parties shall endeavor 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.

## 11. FORCE MAJEURE

If the performance of any part of this Agreement by parties is prevented or delayed by acts of civil or military authority, flood, fire, epidemic, war or riot, or other acts beyond the reasonable control of either party, the party affected shall be excused from such performance only during the continuance of any such event.

Where a Party is claiming suspension of its obligations on account of Force Majeure, it shall promptly, but in no case later than five (5) days after the occurrence of the event of Force Majeure, notify the other Party in writing giving full particulars of the Force Majeure, the estimated duration thereof, the obligations affected and the reasons for its suspension.

The Party asserting the claim of Force Majeure shall have the burden of proving that the circumstances constitute valid grounds of Force Majeure under this clause and that such Party has exercised reasonable diligence and efforts to remedy the cause of any alleged Force Majeure. If the parties are unable in good faith agree that a Force Majeure event has occurred, the Parties shall submit the dispute for resolution pursuant to clause 10 hereof provided that the burden of proof as to whether a Force Majeure event has occurred shall be upon the Party claiming a Force Majeure event.

## 12. SEVERABILITY

If any provision or provisions of this Agreement shall be held to be illegal, invalid or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby and the parties hereto agree to



*Nandamuri Venkatarao*



replace the illegal or unenforceable provisions with valid provisions which are as close as possible to the illegal or unenforceable provisions in their respective meaning, purpose, and commercial effect within reasonable time.

### 13. NOTICE

13.1. Any notice or other document to be given under this Agreement shall be in writing and shall be deemed to have been duly given if left at or sent by:

- (a) hand; or
- (b) registered posts; or
- (c) facsimile or other electronic media;

to the other party at the following addresses and/or telecommunication number or such other addresses as the party may from time to time designate by written notice to the other(s):

**APSSDC**                      **Andhra Pradesh State Skill Development Corporation**  
**Door No. 78/2, G&J Infra Infosight Building,**  
**Near Pathuru Junction, Tadepalli - 522501**

**College/  
Institution**                      **ANIL NEERUKONDA INSTITUTE OF TECHNOLOGY & SCIENCE, Near Three Temples Bheemunipatnam, Sanghivalasa, Visakhapatnam, Andhra Pradesh 531162**

13.2. All such notices and documents shall be in the English language. All notices or other documents shall be deemed to have been received by the addressee in the case of dispatch by post, five (5) working days following the date of dispatch of the notice or document and in the case of dispatch by hand or by facsimile or other electronic media, simultaneously with the delivery or transmission (as the case may be). To prove the giving of a notice or other document it shall be sufficient to show that it was dispatched in accordance with the provisions of Clause 13.1 hereof.

### 14. PERIOD OF VALIDITY

This Agreement is effective from 01/04/2018 and shall be in force for a period of three years, unless terminated by mutual consent of the parties.



*N. D. S. Reddy*

## 15. GOVERNING LAW AND JURISDICTION

This Agreement shall be governed and construed in accordance with the laws of India and subject to the arbitration clause mentioned above, the courts of Andhra Pradesh shall have the jurisdiction to entertain any dispute or suit arising out of or in relation to this Agreement.

## 16. PUBLICITY

Neither party shall make any public disclosure, except as may be required by applicable law, relating to discussions and or terms related to this Agreement, without obtaining the prior written consent of the other party. Either party shall not use and shall not let their employees, agents and subcontractors from using the name, trademark or logo of other party in any sale, marketing publication, advertisement, or other publication. Either party shall not make, or let its employees, agents or subcontractors make, any public statement relating to the other party.

## 17. RELATION OF THE PARTIES

Nothing herein shall be construed to neither constitute a partnership between the parties hereto nor to authorize the College save and except as provided herein or with the APSSDC's prior consent in writing, for making any representation.

## 18. MODIFICATION, AMENDMENT, SUPPLEMENT OR WAIVER

No modification, amendment, supplement to or waiver of this Agreement or any of its provisions shall be binding upon the parties hereto unless made in writing and duly signed by the authorized representative of the party against whom enforcement thereof is sought. Any failure or delay of any party to this Agreement to enforce at any time any of the provisions of this Agreement or to exercise any option which is herein provided, or to require at any time performance of any of the provisions hereof, shall in no way be construed to be a waiver of such provisions of this Agreement.

## 19. ENTIRE AGREEMENT

This Agreement together with all Appendices, Attachments and Addenda attached hereto constitute the entire agreement between the parties and supersedes all previous agreements, promises, representations, understandings and negotiations, whether written or oral, between the parties with respect to the subject matter hereof.



*N. S. S. S. S.*

**20.ASSIGNMENT**

The Second Party shall not be entitled to, nor shall it purport to, assign this Agreement, without prior consent of the First Party.

This Agreement is prepared in two originals and each party shall retain one copy. Each copy shall be treated as original when taken separately and shall constitute as one when taken together.

In token of agreement and acceptance hereof by the two parties the authorized representatives of the two parties hereto have affixed their signatures herein below in the presence of witnesses as under:

**SIGNED ON BEHALF OF  
ANDHRA PRADESH STATE SKILL DEVELOPMENT CORPORATION**

Signature: *B. Nageswara Rao*

(Name: Dr. B Nageswara Rao)



Designation: Executive Director

**ANIL NEERUKONDA INSTITUTE OF TECHNOLOGY & SCIENCE ,  
Near Three Temples Bheemunipatnam, Sanghivalasa, Visakhapatnam, Andhra Pradesh 531162**

Signature: *Dr. T. V. Hanumantha Rao*

Name: Dr. T. V. Hanumantha Rao

*Neerukonda Prasad*  
Designation: CHAIRMAN

**Witness**

Name: Dr. T. V. Hanumantha Rao

Signature: *Dr. T. V. Hanumantha Rao*

Designation: Principal

Name : \_\_\_\_\_

Signature: *Neerukonda Prasad*

Designation: \_\_\_\_\_

Anits



ఆంధ్ర ప్రదేశ్ ఆంధ్ర ప్రదేశ్ ANDHRA PRADESH

Sl. No 16872 Date 13/07/2020  
 Sold to P. Siva Sankar sp P. Sastri, etc  
 For whom self

AG 774683  
 BOLAGANA RAMA RA  
 LICENCED STAMP VENDOR  
 No. 03/1/001/1999 R.No. 03/1/05/2  
 W 01-4-3/1, S. Chinnampadipora  
 Visakhapatnam. Call 98492432

### MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (hereinafter referred to as "MoU") entered into on 13<sup>th</sup> day of July 2020 by and between:

National Highways Authority of India (NHA) which expression shall, unless repugnant to the context or meaning thereof be deemed to mean and include its successors and permitted assigns), of the First party;

AND

Ani Neerukonda Institute of Technology & Sciences, Bheemunipatnam, Visakhapatnam (hereinafter called as ANITS, Bheemunipatnam, Visakhapatnam which the expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successors and permitted assigns) of the Second Party.

WHEREAS,

Both the ANITS, Visakhapatnam and NHA are desirous of working together with mutual cooperation for dissemination of respective expertise in civil/highway engineering field through the road infrastructure development.





ఆంధ్రప్రదేశ్ రాష్ట్రం ఆంధ్ర ప్రదేశ్ ANDHRA PRADESH

AG 774684  
 BOLAGANA PALLA F  
 LICENCED STAMP VENDOR  
 No. 11/001/1999 RL No. 03/11/0  
 # 51-4-3/1, Seethammadh  
 Vreknapatnam Cell 95492-

Sl No 16873 Date 13/07/2010  
 Sold to P. Siva Sankar c/p P. Sastri, etc  
 for whom self

NOW, THEREFORE, IT IS HEREBY AGREED BY THE PARTIES AS FOLLOWS:

**1. INTENT:**

National Highways Authority of India (NHA) intends to associate ANITS, Visakhapatnam who shall voluntarily contribute its share of experience for betterment of the highway infrastructure.

**2. SCOPE OF THE MoU**

The primary scope of MOU inter alia includes the following:

- (i) NHA shall facilitate the faculty, researchers and students of the Institute to familiarize with the latest trends in the highway/transportation sector with a common objective of sharing the knowledge in their respective domain. This will, in one hand, facilitate to bridge the industry-institution gap and familiarize students with the latest trends in industry and on the other hand the research output could be suitably adopted in practice by NHA.
- (ii) The Institute shall adopt nearby stretches of NHs as specified in the Appendix-1 as a voluntary initiative under ambit of Institutional Social Responsibility (ISR). The list of stretches may be modified by deletion/addition by mutual consent of NHA and the Technical Institute.
- (iii) The adopted stretch may be used as a field of study for faculty, researchers and students.
- (iv) NHA shall offer internship to 08 number of undergraduate/postgraduate students of the Institute periodically and also extend stipend
- (v) NHA shall pay stipend @ Rs.8000 (Rupees Eight Thousand only) per month for undergraduate students and @ Rs. 15,000 (Rupees Fifteen Thousand only) per month to Postgraduate students in Transportation Engg., Structural Engg., Geotechnical Engg., Hydraulics Engg., Infrastructure Systems, Earthquake Engg., Urban & Rural Planning, Disaster Mitigation & Management, etc. All other arrangements shall be responsibility of the Institute. However, depending upon availability, NHA will extend stay and transportation facility to the interns within the project jurisdiction on best effort basis.



*[Handwritten signature]*

### 3. Roles and Responsibilities:

The scope of this MOU shall be carried out in a collaborative mode between NHAI and the ANITS, Visakhapatnam. The Roles & Responsibilities of NHAI and the ANITS, Visakhapatnam in performing the defined objective shall be as follows:

#### NHAI

NHAI shall provide the list of potential candidate National Highway stretches for adopting by the Technical Institute;

1. NHAI Shall provide the list of potential candidate National Highway stretches for adopting by the Technical Institute;
2. NHAI shall facilitate availability of relevant data required with specific reference to the above stretches through its field office/consultant/concessionaire/contractor engaged in the project;
3. NHAI will nominate an officer as a point of contact for all correspondence in carrying out the defined objective;
4. NHAI shall facilitate the faculty, researchers and students of the Institute to give access to the site of the identified stretch being adopted by the Technical Institute, relevant documents for the purpose of activities to be carried by these Intellectuals of the Institute;
5. NHAI through its field office/Consultant/Concessionaire/Contractor engaged in the project, as per reasonable requirement, will disseminate and familiarize the latest trends and know how in highway/transportation sector in general and the identified project in specific to the authorized faculty, researchers and students of the Institute;
6. NHAI may suitably adopt the research output and feedback received from the Technical Institute in practice for qualitative improvement as deemed fit at appropriate stage of implementation.
7. NHAI may support creation of Lab infrastructure in the Institute and can sponsor relevant research project that helps in using alternative resource material and improving quality of roads.
8. The NH stretch adopted can be co-branded with the associated technical institute by NHAI

#### ANITS, Visakhapatnam

- a. The Institute shall adopt stretch(es) of NHs as specified in the Appendix-1 as a voluntary initiative.
- b. The Technical Institute through its authorized faculty, researchers and students will carry out periodic investigation and give suitable suggestions for improving the efficiency of existing highway asset inter alia covering the following aspects:
  - (i) Improvements in safety provision by removing existing deficiencies;
  - (ii) Improvements in continual maintenance of the stretch using new technologies;
  - (iii) Localized solutions for removal of congestion points thereby increasing the average speed of traffic flow;
  - (iv) Improvements in the riding comfort through cost effective measures based on innovative technologies or practices applicable in the area;
  - (v) Viability of new way side amenities for road user based on the existing traffic pattern and user expectations;
  - (vi) Potential solutions to old recurring problems based on local experience etc.



- c. The Institute may also associate with the Consultants/NHA) during conceptualization, design and project preparation of new projects and suggest the relevant parameters and innovations based on experience specific to the site climate, topography and resource potential for better socio economic outcome
- d. The Technical Institute will nominate a coordinator as a point of contact for all correspondence in carrying out the defined objective as well as inform, from time to time.

4. **EFFECTIVE DATE AND PERIOD OF MOU**

This MoU shall come into effect for all its intents and purposes from the immediate effect and shall remain valid for a period of 5 years from the date of signing unless terminated earlier by mutual consent by either party by giving 60 days' notice in writing to the other party.

**For ANITS, Visakhapatnam**



Witness:

For NHA  
  
(PD. PIU Visakhapatnam) 13/7/20

(RO. Vijayawada)

Witness

**APPENDIX-1**

The Institute shall adopt the following stretch(es) of NHs as a voluntary initiative under the ambit of Institutional Social Responsibility (ISR).

S.No	Details of the stretch (From Chainage to Chainage)	NH No	Length	Stage of implementation (completed/under construction/under maintenance/project preparation)	Remarks
1	Anandapuram to Anakapalli Via Pendurthi from Km.681.000 to Km.731.780	16	50.78 Kms.	Under Construction	-

Above list of stretches may be modified by deletion/addition by mutual consent of NHAI and the Technical Institute.



*[Handwritten Signature]*  
15/7/20



## MEMORANDUM OF UNDERSTANDING

Recognizing the need for 'Industry-Institute Interaction' and to keep abreast of the latest developments in the field of Biochemical Engineering, Anil Neerukonda Institute of Technology & Sciences, Sangivalasa, BheemunipatnamMandal, Visakhapatnam Dt-531162, a self-financing institution(A), hereinafter referred to as 'ANITS'.

and

Aaharya Techonologies, Eluru, a company involving handling of new projects, marketing and sales development of natural health care, hereinafter referred to as Aaharya Techonologies entered and signed a Memorandum of Understanding (MOU) on this day the .....30<sup>th</sup>.....of December... 2019.

The MOU is valid for a period of 3 years beginning with .....30<sup>th</sup> December, 2019

The MOU envisages the following:

I. Aaharya Techonologies will where possible, assist ANITS in

A) Students projects:

By suggesting some industryoriented projects, guiding the project students and permitting them to use the facilities, if required, for successful completion of the projects.

B) Guest lectures:

By providing resource persons, for giving guest lectures in frontier areas, especially in the areas of Biochemical Engineering and natural health care.

C) Refresher courses, workshops and seminars:

In conducting national seminars, symposiums, workshops etc by ANITS, by providing some intellectual inputs.

D) Training for the students and faculty:

In providing industrial training to the students and faculty of ANITS, as and when required particularly in summer vacation.

E) Value – addition Programs :

In conducting value-addition programs for the students of ANITS if necessary, at a mutually agreed cost.

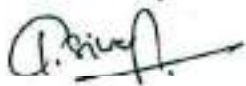
2. ANITS will, where possible, assist Aaharya Techonologies in

A) Value – addition Programs :

1) In conducting value-addition training programs like computational techniques for process design etc for the working personnel of the industry, if necessary, at a mutually agreed cost.

B) Consultancy :

1) In taking up industrial relating problems and assisting them in arriving at reasonable solutions

  
For & on behalf of  
Aaharya Techonologies



  
For & on behalf of  
ANITS  
Principal

Anil Neerukonda Institute of  
Technology & Sciences  
Sangivalasa-531 162  
Visakhapatnam Dist.



# ANIL NEERUKONDA INSTITUTE OF TECHNOLOGY & SCIENCES

'UGC AUTONOMOUS'

(Permanently Affiliated to Andhra University, Approved by AICTE, Accredited by NBA & NAAC with 'A' Grade)

SANGIVALASA - 531 162, BHEEMUNIPATNAM MANDAL, VISAKHAPATNAM DIST.,

Phones : 08933 - 225083, 225084, 226131, Fax: 08933 - 226395

Website : [www.anits.edu.in](http://www.anits.edu.in)

e-mail : [principal@anits.edu.in](mailto:principal@anits.edu.in)

## Infosys® | Campus Connect

### Renewal of Memorandum of Understanding (MOU)

#### Of Campus Connect Program

Infosys and Anil Neerukonda Institute of Technology and Sciences had entered into a Memorandum of Understanding (MOU) on 4-Mar-08 with respect to enriching the technical education process and to jointly work for enhancing the quality of education imparted to students, faculty and management of selected colleges of the University related to the field of Information Technology (IT). This MoU was subsequently renewed on 4-Mar-11, 3-Mar-13, 2-Mar-15, 1-Mar-17. The term of MOU is expired on 1-Mar-19. The parties wish to extend this MOU for further period of Two (2) Years, and therefore agree the term of the MOU till 28-Feb-21.

The Campus Connect MoU has undergone some modifications. The modified version is given along with this. The terms and conditions of the partnership are detailed out in the MoU.

Date: 06/May/19

Place: Bangalore

Name: Sundar K S

Designation: Associate Vice President & Head, Campus Connect

Education, Training & Assessment Dept., Infosys Ltd.

Signature:

Infosys Limited

Electronic City, Hosur Road,

Bangalore - 560100  
Associate Vice President  
Infosys Limited  
Head Campus Connect Education  
Training & Assessment  
44, Electronic City, Hosur Road  
Bangalore - 530 100, India

Date: Feb, 2019

Place: Visakhapatnam

Name: Prof.T.Subrahmanyam

Designation: Principal

Authorized Signatory:

T. Akula

Principal  
Anil Neerukonda Institute of  
Technology & Sciences  
Sangivalasa-531 162  
Visakhapatnam Dist

Institute Name: Anil Neerukonda  
Institute of Technology & Sciences(A)

Institute Seal:





# ANIL NEERUKONDA INSTITUTE OF TECHNOLOGY & SCIENCES

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Website : [www.anits.edu.in](http://www.anits.edu.in)

e-mail : [principal@anits.edu.in](mailto:principal@anits.edu.in)

Infosys | Campus Connect

## Memorandum of Understanding

This Memorandum of Understanding ("MOU") is between Infosys Ltd, a company incorporated under the laws of India with its registered office at Electronics City, Hosur Road, Bangalore – 560 100, India (hereafter referred to as "Infosys"); and Anil Neerukonda Institute of Technology and Sciences a university / engineering college committed to educational excellence having its office ANITS Sangivalasa Bheemunipatnam Mandal, Visakhapatnam Dist, Andhra Pradesh, INDIA-531 162 Ph: 091-8933-225083, 225084 Fax: 091-8933-226395. (Hereafter referred to as "Partner").

### RECITALS:

- A. WHEREAS Partner has been established for the purpose of enriching the technical education process and to jointly work for enhancing the quality of education imparted to students of all the engineering disciplines in the field of Information Technology (IT).
- B. AND WHEREAS Infosys wishes to collaborate with the Partner for the purpose of enriching the technical education in new subject areas, learning-teaching process and to jointly work for enhancing the quality of education imparted to students of all the Information Technology ("IT") disciplines.
- C. AND WHEREAS Partner with assistance from Infosys has goals for enhancing the quality of the technical education for students thereby enabling them to meet the industry needs and to be recognized globally.





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e-mail : [principal@anits.edu.in](mailto:principal@anits.edu.in)

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## NOW THEREFORE THE PARTIES HEREBY ACKNOWLEDGE AND AGREE AS FOLLOWS:

1. This MOU is for collaboration between both parties, for mutual benefit, to enhance the quality of the educational experience of students of the Partner and for the specific purposes detailed in Annexure I of this MOU
2. Infosys shall be responsible for providing the requisite course material, publicity material such as handouts, information brochures and posters and conducting faculty enablement programmes as agreed between the parties.
3. The Partner shall be responsible for providing the requisite infrastructure, network and internet access and any other facility required for the education and training.
4. It is agreed that the terms and conditions of any agreed cooperative project (s) as outlined in Annexure 1 of this MOU shall be the subject matter of separate definitive agreements to be negotiated and agreed upon by the Parties and/or any third parties, wherever applicable, provided always the decision whether to initiate and/or implement any proposed cooperative projects shall be subject to the availability of funds and human resources on the part of each Party.
5. The parties, their representatives, and/or assignees, following the execution of this MOU, desire to maintain close contacts with each other to achieve the goals and objectives of, and to develop the ideas acknowledged in this MOU.
6. Both parties hereby agree to designate a representative from its side who will be the primary point of contact on behalf of that party.
7. Any expenses incurred by the parties for the purpose of this MOU shall be agreed upon and shall be borne as per the mutual agreement.
8. Notwithstanding any other provision of this MOU, neither party shall have any right to use any trademarks or trade name of the other party, nor to refer to this MOU or the obligations performed hereunder directly or indirectly, in connection with any product, promotion, or publication without the prior written approval of the other party





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e-mail : [principal@anits.edu.in](mailto:principal@anits.edu.in)

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9. All information which has been disclosed to or obtained by either party at any time during the implementation of this MOU, is confidential information. For this purpose, the parties agree to sign the binding non-disclosure agreement in Annexure II.
10. The terms and conditions mentioned herein shall commence on the execution of this MOU and shall continue for a period of two (2) years from the date thereof or for such period as may be determined or extended by the parties from time to time by written notice, unless terminated by either party in accordance with this MOU. Either party may terminate this MOU at any time by providing three (3) months written notice to the other party.
11. Any notice required to be given hereunder shall be in writing and shall be deemed to be sufficiently served on the party if sent by hand or by registered post to the addresses of the party as stated in this MOU. Notices shall be deemed received' -
  - (i) If sent by registered mail, three (3) days after posting;
  - (ii) If by hand, on the day of delivery; and
  - (iii) If sent by telex or facsimile to the correct number or designated address within seventy-two (72) working hours.
12. Both parties agree to take all reasonable steps to ensure the successful completion of the collaboration, and co-operate with each other in duly carrying out the obligation agreed upon.
13. The expiration and termination of this MOU will not affect the terms of those activities, which are in progress at the time of notification of expiry or termination of the MOU.
14. On the termination or expiry of this MOU or when requested by Infosys, the Partner undertakes to return all materials to Infosys without any delay.
15. Each party shall ensure that they do not actively solicit the faculty of the other party who is involved in the implementation of this MOU during the period of such faculty's involvement with the program and for six (6) months thereafter.
16. Both the parties agree that Infosys is not obliged on account of this MOU to recruit any fixed number of students from the Partner.





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17. This MOU is an indication of good faith and intent on the part of both parties and does not create any legal obligations between them. In the event of any differences or disputes arising from the implementation of the provisions of this MOU, the parties shall as far as possible settle such differences or disputes in good faith by consultation or negotiation between the parties.
18. Save and except for Clause 6, Clause 7 and Clause 8, this MOU is not a legally binding contract and under no circumstances does this MOU subject either of the parties to liability for breach, whether material or minor, of contract or any other liability under international law or the laws of the country of the respective parties or any other applicable law.
19. The parties hereby agree that they are not bound exclusively by this MOU and are at liberty to enter into any separate agreements or arrangements with any third party without reference to the other party.

In written whereof both parties put their hand seal on the day, month and year herein mentioned.

Date: 06 May 19

Date: Feb 2019

Place: Bangalore

Place: Visakhapatnam

Name: Sundar K S

Name: Prof.T.Subrahmanyam

Designation: Associate Vice President & Head-,  
Campus Connect Education, Training &  
Assessment Dept., Infosys Ltd.

Designation: Principal

Institute: Anil Neerukonda Institute  
of Technology and Sciences

Signature:

Signature:   
Principal  
Anil Neerukonda Institute of  
Technology & Sciences  
Sangivalasa-531 162  
Visakhapatnam Dist

Authorized Signatory  
For Infosys

Authorized Signatory  
For Partner

Seal:

Associate Vice President  
Infosys Limited  
Head Campus Connect Education  
Training & Assessment  
A-1, Electronic City, Hosur Road  
Bangalore - 560 100

Seal:





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## ANNEXURE I

### **PURPOSE / SCOPE OF THE COLLABORATION:**

Infosys shall facilitate and share inputs with University / College for imparting technical and soft skills training to the students. The content of the training programs and the Faculty Enablement will be done by Infosys. The details shown in Annexure I are only indicative guidelines, and Infosys may change the following at short notice at its discretion.

There will not be any cash incentive for the faculty members involved in the training programs (Technical / Soft Skills) at the institution. However, value-added offerings will be there to motivate the faculty members.

#### **Student / Education**

1. Create a project bank for final year students
2. Publish Infosys courseware On the Web and provide access
3. Conducting special lectures for students at campuses
4. Participate in Conferences at the national/international level in the college / Seminars/ Contests
5. Increase employability by providing technical and soft skills training
6. Encouraging the students to visit Infosys Campuses

#### **Faculty**

1. Sharing Industry oriented-courseware and Technology
2. Faculty Enablement Program
3. Sabbaticals at Infosys
4. Interaction with subject matter experts

#### **University / College**

1. Share best-in-class standards (a) College-college (b) Industry-college
2. Books / CDs / DVDs etc. for the library
3. Strengthen relationship with Universities / Colleges
4. Work with education bodies / universities to align the industry requirements into the college curriculum





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'UGC AUTONOMOUS'

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SANGIVALASA - 531 162, BHEEMUNIPATNAM MANDAL, VISAKHAPATNAM DIST.,

Phones : 08933 - 225063, 225084, 226131, Fax: 08933 - 226395

Website : [www.anits.edu.in](http://www.anits.edu.in)

e-mail : [principal@anits.edu.in](mailto:principal@anits.edu.in)

Infosys | Campus Connect

## ANNEXURE II

### MUTUAL NON-DISCLOSURE AND CONFIDENTIALITY AGREEMENT

This is an agreement ("Agreement" hereafter) between:

- **INFOSYS LIMITED**, with its registered office at Electronics City, Hosur Road, Bangalore 560 100 ("Infosys") including its successors, and **Anil Neerukonda Institute of Technology and Sciences** operating out **ANITS Sangivalasa Bheemunipatnam Mandal, Visakhapatnam Dist, Andhra Pradesh, INDIA-531 162 Ph: 091-8933-225083, 225084 Fax: 091-8933-226395.** ("Partner") including the Partner's employees, affiliates and successors at the time of the entering the agreement and during the tenure of the engagement, that is effective 01/11/2019.

The parties possess competitively valuable Confidential Information (as hereinafter defined) regarding their past, current and future services and products, research and development, customers, business plans, software, listings, holdings, alliances, investments, transactions, intellectual property and rights associated thereto and general business operations. The parties wish to enter into a mutually beneficial relationship, and as such, wish to share their Confidential Information with the other party, including its authorized employees and agents. For the purposes of this Agreement, the party that discloses Confidential Information to the other party shall be referred to as the "Disclosing Party", and the party that receives such Confidential Information from the other party shall be referred to as the "Recipient".

The Recipient may be given access to the Disclosing Party's Confidential Information or to create new Confidential Information for the Disclosing Party.

In view of the above, the parties agree as follows:

#### 1. Confidential Information

"Confidential Information" includes any Information:

- specifically indicated by the Disclosing Party, either verbally or in writing, as confidential;
- under the circumstances of the disclosure, that are to be treated as confidential; or







# ANIL NEERUKONDA INSTITUTE OF TECHNOLOGY & SCIENCES

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e-mail : [principal@anits.edu.in](mailto:principal@anits.edu.in)

## Infosys | Campus Connect

- the Recipient creates or produces while performing its obligations under this Agreement, regardless of the media that contains the information.

Confidential information does not include information, which:

- is generally available to the public at the time of its disclosure to the Recipient;
- becomes known to the public through no fault/action of the Recipient in violation of the terms herein;
- is legally known to the Recipient at the time of disclosure by the Disclosing Party;
- is furnished by the Disclosing Party to third parties without restriction; or
- is furnished to the Recipient by a third party who to the Recipient's knowledge legally obtained said information and the right to its disclosure.
- is developed independently by Recipient without use of or reference to the Disclosing Party's information.

### 2. Restrictions on Use

- (a) The Recipient will not disclose any Confidential Information to third parties for any purpose without the prior written consent of the Disclosing Party. However, where the Recipient is required to disclose Confidential Information in accordance with judicial or other governmental action, the Recipient will give the Disclosing Party reasonable prior notice unless such notice is prohibited by applicable law.
- (b) The Recipient will not use any Confidential Information for any purposes except those expressly contemplated or authorized by the Disclosing Party.
- (c) The Recipient will take the same reasonable security precautions as it takes to safeguard its own confidential information, but in no case less than reasonable care.





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(d) The Recipient undertakes to impose the confidentially obligations on all directors, officers and employees or other persons who work for the Recipient or under its direction and control, and who will have access to the Confidential Information.

(e) The Recipient will return all originals, copies, reproductions and summaries of Confidential Information in its control, or confirm its destruction as requested by the Disclosing Party.

### 3. Action on Breach.

(a) The Recipient will notify the Disclosing Party immediately upon discovery of any breach of this Agreement by the Recipient, and will cooperate in every reasonable way to help the Disclosing Party regain possession of the Confidential Information and prevent further breach.

(b) The Disclosing Party will be entitled, without waiving any other rights or remedies, to seek such injunctive or equitable relief as may be deemed proper by a court of competent jurisdiction.

### 4. Ownership and Warranties

(a) All Confidential Information, including the inherent intellectual properties, remains the sole and exclusive property of the Disclosing Party and the Recipient shall no right, title or interest in the same. Similarly, the Disclosing Party does not own any of the intellectual property of the Recipient, including any proprietary methodologies, tools or practices, unless otherwise agreed.

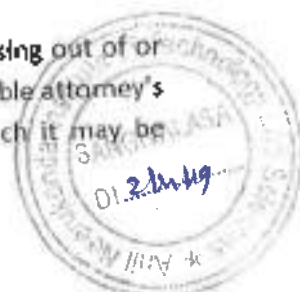
(b) The Disclosing Party, unless expressly confirmed, makes no warranty regarding the accuracy or reliability of Confidential Information.

### 5. Applicability of Provisions

(a) The provisions of this Agreement are jointly and severally applicable and will not be considered waived by any act or acquiescence, except by a specific prior written confirmation. Accordingly, both parties will expressly agree in writing to any changes in the Agreement.

(b) If any provision of this Agreement is held illegal, invalid or unenforceable by law, the remaining provisions will remain in effect. Moreover, should any of the obligations of this Agreement be found illegal or unenforceable for any reasons, such obligations will be deemed to be reduced to the maximum duration, scope or subject matter allowed by law.

(c) If any action at law or in equity is necessary to enforce or interpret the rights arising out of or relating to this Agreement, the prevailing party shall be entitled to recover reasonable attorney's fees, costs and necessary disbursements in addition to any other relief to which it may be entitled.





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### 6. Jurisdiction

This Agreement will be governed by the laws of India on all substantive aspects, and both parties consent to the jurisdiction of the courts in Bangalore.

### 7. Tenure and Survival

All obligations created by this Agreement shall survive change or termination of the parties' business relationship for a period of two years from the date of the disclosure of the Confidential Information or the change in/termination of the business relationship of the parties whichever is later.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement by their duly authorized representatives as of the date first set forth above.

#### Infosys Limited

By: \_\_\_\_\_

Name: Sundar K S

Title: Associate Vice President & Head-  
Campus connect Education Training & Assessment  
Infosys Ltd.

Date: 06/may/19

Seal:

Associate Vice President  
Infosys Limited  
Head Campus Connect Education  
Training & Assessment  
44, Electronic City, Hosur Road,  
Bangalore - 560 100, India

#### M/s Anil Neerukonda Institute of Technology and Sciences

Name: Prof.T.Subrahmanyam

Title: Principal

Date: Feb,2019

Sign:

Seal: Anil Neerukonda Institute of  
Technology & Sciences  
Sangivalasa-531 162  
Visakhapatnam Dist



### Action Plan Template

Collegewide Goals and Objectives										
Generation of and plans that the College will propose to achieve: Preparing industry-ready students. Successes and targets associated with the College's Career Programs-Conducting CP, SOW/Skills Courses and Campus Requirement										
Top 3 Priorities for your college, as a result of improvement student placement into										
1. Employment and earnings research activities and consulting work										
2. <b>80% success in creating or creating of Excellence awards</b> (academic excellence)										
3. <b>Addressing at least 85% of jobs for 15 years or 18 years in that year and improving the scenario of</b>										
Author	W3	Major Update								
Date:	2019-2021									
BLM#	Initiative/Description									
Measure Definition:	List of Measures to Indicate Completion of this initiative									
Priority	High, Medium, Low	Responsibility	Resources/Needed	Start Date	Target End Date	Review/Detail Frequency: 2020 and by When?	Status	Key Concerns	Executive Comments	Plan Review History
1	Communication									
1.1	College Principal / Managerial	High	Internal Colleagues, Computer/Printer/Back Board, Jobs, Manual/Principals, etc	March 1, 2019	February 28, 2021	Yearly in 9 Semesters by Principal	Completed	Campus Readiness	On Track, Available From 2019 Action Plan, 0.9	
1.2	Internal Communication - SOW/SOW, Core Team, Department Head, Staff Members etc	High	Internal Colleagues, Computer/Printer/Back Board, Jobs, Manual/Principals, etc	March 1, 2019	February 28, 2021	Monthly Once	Completed	Avoiding Class Work Disturbances	All IT Communication / Available	2019 Action Plan, 0.9
1.3	Industry	High	Internal Colleagues, Computer/Printer/Back Board, Jobs, Manual/Principals, etc	March 1, 2019	February 28, 2021	Twice in 9 Semesters by Industry	Completed	Campus Recruitment		2019 Action Plan, 0.9
2	FACULTY Development									
2.1	Identify faculty to participate in PEP workshop	High	2 faculty	March 1, 2019	February 28, 2021	—	Completed	Avoiding Class Work Disturbances	Part 3 Communication / Available	2019 Action Plan, 0.0
2.2	Monthly 7 faculty to participate in 50% BLM Prof Plan	High	2 faculty	March 1, 2019	February 28, 2021	—	Completed	Avoiding Class Work Disturbances	Part 3 Communication / Available	2019 Action Plan, 0.0
2.3	Monthly 2 faculty to participate in Industry Success PEP for top of all workers (For advancement / desired college)	Not Applicable	Not Applicable	Not Applicable	Not Applicable	Not Applicable	Not Applicable	Not Applicable	Not Applicable	Not Applicable
2.4	Monthly Pool of faculty to handle individual course	High	17 faculty	March 1, 2019	February 28, 2021	—	Completed	Avoiding Class Work Disturbances	Part 3 Communication / Available	2019 Action Plan, 0.0
2.5	Monthly Pool of faculty to handle all SOW course	High	9 faculty	March 1, 2019	February 28, 2021	—	Completed	Avoiding Class Work Disturbances	Part 3 Communication / Available	2019 Action Plan, 0.0
2.6	Monthly Pool of faculty to handle all of Industry workers (For advancement / desired college)	Not Applicable	Not Applicable	Not Applicable	Not Applicable	Not Applicable	Not Applicable	Not Applicable	Not Applicable	Not Applicable
3	PROGRAM MANAGEMENT									
3.1	Food Shop	Medium	Internal Colleagues, Computer/Printer/Back Board, Jobs, Manual/Principals, etc	April 1, 2019	March 31, 2021	June 2019 through CC Team	Planned	Avoiding Class Work Disturbances	Part 3 Communication / Available	2019 Action Plan, 0.9
3.2	Positioning Program / Industry workers within Hubway Hubway	High	Internal Colleagues, Computer/Printer/Back Board, Jobs, Manual/Principals, etc	March 1, 2019	February 28, 2021	Monthly Once/CC Team	Planned	Avoiding Class Work Disturbances	Part 3 Communication / Available	2019 Action Plan, 0.0

	Missouri's Definition	Unit of Measure to Include (Include Checkmarks of this column)	Priority/Risk (Medium/Low)	Responsibility	Resources (Person, Budget, Material, etc)	Start Date	Target End Date	Review Dates (Frequency, Date and by Whom)	Status	Key Components	Estimation Probability	Peak Risk-Health History
3.3	Self Study Program Rollout	Planned	High	SPOC	Internal Consultant, Computer, Projector, Black Board, iPads, Network Printer, etc	March 1, 2019	February 28, 2021	Monthly, Once/Week Tuesdays/Thursdays	Planned	Rolling Class Work Databases	Dr. T. Subrahmanyam - Principal	2019_Acctn_Plan_0.0
3.4	Individuals	Planned	Medium	SPOC	Internal Consultant, Computer, Projector, Black Board, iPads, Network Printer, etc	March 1, 2019	February 28, 2021	Monthly, Once/Week Tuesdays/Thursdays	Planned	Rolling Class Work Databases	Dr. T. Subrahmanyam - Principal	2019_Acctn_Plan_0.0
3.5	Events - Seminars / Workshops	Planned	Medium	SPOC	Internal Consultant, Computer, Projector, Black Board, iPads, Network Printer, etc	March 1, 2019	February 28, 2021	Monthly, Once/Week Tuesdays/Thursdays	Planned	Rolling Class Work Databases	Dr. T. Subrahmanyam - Principal	2019_Acctn_Plan_0.0
3.6	College & Agency Presentations and Participation in the Program Portfolio in the Region	Planned	Medium	SPOC	Internal Consultant, Computer, Projector, Black Board, iPads, Network Printer, etc	March 1, 2019	February 28, 2021	Monthly, Once/Week Tuesdays/Thursdays	Planned	Rolling Class Work Databases	Dr. T. Subrahmanyam - Principal	2019_Acctn_Plan_0.0
4	CONCRETE TILES and MICROPHONE											
4.1	Lab - Second	Available	Medium	SPOC	Identifying the other in "Yes" box	March 1, 2019	February 28, 2021	Monthly, Once/Week Tuesdays/Thursdays	Available	Rolling Class Work Databases	Dr. T. Subrahmanyam - Principal	2019_Acctn_Plan_0.0
4.2	Administrative Services	Outstanding Support	Medium	SPOC	—	March 1, 2019	February 28, 2021	Monthly, Once/Week Tuesdays/Thursdays	Not Started	Rolling Class Work Databases	Dr. T. Subrahmanyam - Principal	2019_Acctn_Plan_0.0
4.3	Lighting - Photography, Seminar, etc	Available	Medium	SPOC	—	March 1, 2019	February 28, 2021	Monthly, Once/Week Tuesdays/Thursdays	Available	Rolling Class Work Databases	Dr. T. Subrahmanyam - Principal	2019_Acctn_Plan_0.0
4.4	Equipment - Audio, to Student (Microphone) / Conferencing	Both	Medium	SPOC	—	March 1, 2019	February 28, 2021	Monthly, Once/Week Tuesdays/Thursdays	Available	Rolling Class Work Databases	Dr. T. Subrahmanyam - Principal	2019_Acctn_Plan_0.0
4.5	Fence	Planned	Medium	SPOC	Internal Consultant, Computer, Projector, Black Board, iPads, Network Printer, etc	March 1, 2019	February 28, 2021	Monthly, Once/Week Tuesdays/Thursdays	Not Started	Rolling Class Work Databases	Dr. T. Subrahmanyam - Principal	2019_Acctn_Plan_0.0
4.6	Feedings, Angles, and Plumbing	Planned	Medium	SPOC	Internal Consultant, Computer, Projector, Black Board, iPads, Network Printer, etc	March 1, 2019	February 28, 2021	Monthly, Once/Week Tuesdays/Thursdays	Not Started	Rolling Class Work Databases	Dr. T. Subrahmanyam - Principal	2019_Acctn_Plan_0.0
5	INFRASTRUCTURE											
5.1	Classroom Set up	Available	Medium	SPOC	—	March 1, 2019	February 28, 2021	Monthly, Once/Week Tuesdays/Thursdays	Available	Rolling Class Work Databases	Dr. T. Subrahmanyam - Principal	2019_Acctn_Plan_0.0
5.2	Powered Projector	Available	Medium	SPOC	—	March 1, 2019	February 28, 2021	Monthly, Once/Week Tuesdays/Thursdays	Available	Rolling Class Work Databases	Dr. T. Subrahmanyam - Principal	2019_Acctn_Plan_0.0
5.3	Laptop and Server Installation	Available	Medium	SPOC	—	March 1, 2019	February 28, 2021	Monthly, Once/Week Tuesdays/Thursdays	Available	Rolling Class Work Databases	Dr. T. Subrahmanyam - Principal	2019_Acctn_Plan_0.0
5.4	Over machines	Available	Medium	SPOC	—	March 1, 2019	February 28, 2021	Monthly, Once/Week Tuesdays/Thursdays	Available	Rolling Class Work Databases	Dr. T. Subrahmanyam - Principal	2019_Acctn_Plan_0.0
5.5	Network Connection	Available	Medium	SPOC	—	March 1, 2019	February 28, 2021	Monthly, Once/Week Tuesdays/Thursdays	Available	Rolling Class Work Databases	Dr. T. Subrahmanyam - Principal	2019_Acctn_Plan_0.0
5.6	Special Phone	Available	Medium	SPOC	—	March 1, 2019	February 28, 2021	Monthly, Once/Week Tuesdays/Thursdays	Available	Rolling Class Work Databases	Dr. T. Subrahmanyam - Principal	2019_Acctn_Plan_0.0
5.7	WiFi Gate	Available	Medium	SPOC	—	March 1, 2019	February 28, 2021	Monthly, Once/Week Tuesdays/Thursdays	Available	Rolling Class Work Databases	Dr. T. Subrahmanyam - Principal	2019_Acctn_Plan_0.0
5.8	Smart Board	Available	Medium	SPOC	—	March 1, 2019	February 28, 2021	Monthly, Once/Week Tuesdays/Thursdays	Available	Rolling Class Work Databases	Dr. T. Subrahmanyam - Principal	2019_Acctn_Plan_0.0
5.9	Flip Chart Board	Available	Medium	SPOC	—	March 1, 2019	February 28, 2021	Monthly, Once/Week Tuesdays/Thursdays	Available	Rolling Class Work Databases	Dr. T. Subrahmanyam - Principal	2019_Acctn_Plan_0.0
5.10	Speakers / Microphone	Available	Medium	SPOC	—	March 1, 2019	February 28, 2021	Monthly, Once/Week Tuesdays/Thursdays	Available	Rolling Class Work Databases	Dr. T. Subrahmanyam - Principal	2019_Acctn_Plan_0.0


**Trent and Averukunda Institute of Technology & Sciences**  
 Ganganvada-531162  
 VISHAKHAPATNAM DIST

## Memorandum of Understanding

Under the National Skill Qualification Framework (NSQF) of the All India Council for Technical Education. This Agreement is entered into and executed on this 11<sup>th</sup> day of July, 2018.

### BY AND BETWEEN

M/s ANIL NEERUKONDA INSTITUTE OF TECHNOLOGY AND SCIENCES represented by its Principal, Dr. T V HANUMANTHA RAO which expression shall, where the context so admits, be deemed to include its successors, executors and administrators of the ONE PART

AND  
M/s. TALENTIO SOLUTIONS India Pvt. Ltd. (hereinafter referred to as the "TALENTIO") a Company registered under the Company Act, 1956, through its Mr. AJJAZ KHAN, Director, M/s. Talentio Solutions India Pvt. Ltd., having its registered/approved Office at 5<sup>th</sup> Floor, Mayfair Building, Sardar Patel Road, Begumpet, Hyderabad - 500 003, Telangana (which expression, unless it be repugnant to the context or meaning thereof, shall be deemed to mean and include their executors, administrators and assigns), party of the SECONDPART.

WHEREAS, the All India Council for Technical Education has initiated a scheme to provide competency based skills under the National Skill Qualification Framework (Here in after to be referred as NSQF)

WHEREAS, in terms of the said scheme launched by All India Council for Technical Education, AICTE has extended invitation to various Institutions/ Organizations to join as Vocational Educational Institutions to provide education component and Skill Knowledge Providers to provide Competency Based Skills.

WHEREAS under the scheme a Skill Knowledge Provider (SKP) is required to perform the role and function of providing hands on skill training. The Skill Knowledge Provider could also be one who is established for imparting hands on skills or training in a respective sector.

WHEREAS the First Party is to participate as an Institution to register students under the National Skill Qualification Framework (NSQF):

WHEREAS the Second Party has expressed its keen interest and desire to be a key Partner in the execution of the training in terms of the objectives of the scheme and policy as highlighted and specified in the said framework and particularly in view of the desire and interest of TALENTIO to join and Partner with ANIL NEERUKONDA INSTITUTE OF TECHNOLOGY AND SCIENCES in providing competency based skills;

WHEREAS Both parties have held discussions and agreed for collaboration for conducting Vocational Education Programme(s) under the education scheme of the NSQF, whereby ANIL NEERUKONDA INSTITUTE OF TECHNOLOGY AND SCIENCES will impart for the "Academic" content" of the Curriculum and TALENTIO will provide skill training through its training centers called TALENTIO-SKP's and will impart for such 'Skill oriented training' content of the Curriculum to the registered students.

THEREFORE, both the parties hereby agree to conduct Vocational Educational Programme initiated by AICTE under NSQF, on the following terms and conditions:

1. The TALENTIO (herein after to be referred as "TALENTIO -SKP"), shall act and perform the role of Skill Knowledge Provider to provide hands on skill training in specific sectors such as Company Specific Programs, Employability Training and CRTs for students and Effective Teaching Learning training through Faculty Development Programs.

2. The TALENTIO agrees for conduct of training modules and shall perform following functions:

- a. Announce the schedule of module for the calendar year.
- b. Register students for the modules.
- c. Conduct the modular training.
- d. Conduct examination/ evaluate the student indicating the Level of skill acquired.

3. The Second Party agrees that the following responsibilities shall be undertaken by the ANIL NEERUKONDA INSTITUTE OF TECHNOLOGY AND SCIENCES Academic Training centers:

- a. The ANIL NEERUKONDA INSTITUTE OF TECHNOLOGY AND SCIENCES Academic centers shall plan the Vocational Education Programme(s) to be offered in the Academic Year concerned and inform the TALENTIO- SKP's about the same at least two months prior to the date of commencement of the Programme(s).
- b. The ANIL NEERUKONDA INSTITUTE OF TECHNOLOGY AND SCIENCES Academic Centre shall announce and inform through its prospectus and information on its Web site, the Vocational Education Programme(s) it plans to offer in the Academic Year concerned for the

information of the prospective students and invite registrations from interested candidates at least two months prior to the date of commencement of the Programme(s).

- c. The ANIL NEERUKONDA INSTITUTE OF TECHNOLOGY AND SCIENCES Academic Centre shall follow the admission norms of AICTE and the State Govt. concerned. The admission shall be made strictly on the merits.
- d. The ANIL NEERUKONDA INSTITUTE OF TECHNOLOGY AND SCIENCES Academic Centre will send to the TALENTIO- SKP the Level-wise and Sector-wise lists of students registered for Vocational Education Program(s)/ Value added Courses in the Sectors.
- e. The ANIL NEERUKONDA INSTITUTE OF TECHNOLOGY AND SCIENCES Academic Centre will conduct appropriate Classes for the Academic content of the Curriculum of the Vocational Education Programme(s) so as to complete the Academic portion within prescribed time.
- g. The ANIL NEERUKONDA INSTITUTE OF TECHNOLOGY AND SCIENCES Academic Centre will conduct final examinations and evaluate the students for the Academic portion of the Programme(s) as per the rules and regulations of the Technical Board or University as the case may be.
- h. Wherever such provisions are made by the Technical Board or the University, as the case may be, the ANIL NEERUKONDA INSTITUTE OF TECHNOLOGY AND SCIENCES Academic Centre will award a 'Level Certificate' to the student who has successfully completed both the Academic and the Vocational/ Skill portions of the particular Level.
- h. The ANIL NEERUKONDA INSTITUTE OF TECHNOLOGY AND SCIENCES Academic Centre shall maintain a record of the registered students and Certificates issued.
- i. The ANIL NEERUKONDA INSTITUTE OF TECHNOLOGY AND SCIENCES Academic Centre shall submit details of students registered, evaluation conducted and results to the Technical Board or the University, as the case may be.

#### **4. No Confidentiality:**

There shall not be any confidentiality of any information disclosed by both parties to each other, either in operationalizing this agreement or for the purposes of implementing this agreement. The information sought under the Right to Information Act or otherwise by any student, shall be promptly made available.

#### **5. Effective Date:**

This agreement is effective from the date signed by both the parties shall be valid for a period of three years until determined, suspended or terminated earlier.

IN WITNESS WHEREOF, the parties hereto, each acting under due and proper authority have executed this mutually binding Memorandum of Understanding as of the date first written above.



for ANIL NEERUKONDA INSTITUTE OF  
TECHNOLOGY AND SCIENCES

For M/s. TALENTIO SOLUTIONS India Pvt. Ltd.

Signed: \_\_\_\_\_

Name: Dr. T V HANUMANTHA RAO

Title: Principal

Date: \_\_\_\_\_

Signed: \_\_\_\_\_

Name: Mr. AJJAZ KHAN

Title: Director

Date: \_\_\_\_\_

11 July 2018



Witnessed by:

1) Signature: \_\_\_\_\_

Name:

Date:

2) Signature: \_\_\_\_\_

Name:

Date:

## MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (herein after referred to as MoU) is entered into on this 4<sup>th</sup> April 2019 by & between

**ANIL NEERUKONDA INSTITUTE OF TECHNOLOGY & SCIENCES** here in referred as ANITS located at Sagivalasa, Bheemunipatnam Mandal, Visakhapatnam - 531162

(FIRST PARTY)

And

**INTERNATIONAL SCHOOL OF ENGINEERING** herein referred as INSOFE located at 2nd Floor, Jyothi Imperial, Vamsiram Builders, Janardana Nagar, Gachibowli, Hyderabad, Telangana, 500032.

(SECOND PARTY)

Whereas INSOFE is an education institution established in 2010, focusing on corporate and individual transformation in AI, Machine Learning and other advanced technologies.

AND Whereas ANITS is a college established in 2001, focusing on engineering academic education. It's been approved by AICTE, accredited by NBA and an Autonomous institution which has permanent affiliation to Andhra University, Visakhapatnam.

AND WHEREAS both the parties have agreed mutually to conduct the program on a mutually agreed terms and conditions setforth.

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

### CLAUSE 1

#### SCOPE OF THE MOU

- The budding graduates from the institutions could play a key role in technological up-gradation, innovation and competitiveness of an industry. Both parties believe that close co-operation between the two would be of major benefit to the student community to enhance their skills and knowledge.
- There will be 2 programs offered in the CAMPUS OF THE COLLEGE and one at INSOFE.

The programs offered at the college

**2. BOLD – BEST OPPORTUNITY TO LEARN DATA SCIENCE** – This program will train the students of college on the emerging technologies in order to bridge the skill gap and make them industry ready

2.2 **EXCITE**: Annual open sessions for colleges (only if **BOLD** programs are running). **INSOFE** to extend the necessary support to deliver guest lectures to the students and Faculty of the **COLLEGE** on the technology trends and in house requirements

The programs offered at **INSOFE**

2.3 **INVOLVE**: Faculty development program: **INSOFE** to educate the Faculties of College in emerging Technologies. The duration of the program will be decided **INSOFE**. Faculty for the program to be selected by **INSOFE** and the College.

- **Curriculum Design**: **INSOFE** will design the curriculum by taking in the valuable inputs given **COLLEGE** so that the students will be ready for the needs of the industry
- **BOLD, Excite and INVOLVE**
- **Infrastructure** Colleges shall be responsible for Setting up, operating & maintaining the infrastructure required for training.
- **Promotion of the program** college must promote the **BOLD** program within the campus and among its students. **COLLEGE** must organize a session **ON A REGULAR BASIS** for potential students where **INSOFE** can explain about the programs.
- **Costs** : **BOLD** will have a fee, **EXCITE** will be offered free of cost to institutions running **BOLD**. **INVOLVE** will be free for a pre-defined number of faculty. The costs for **BOLD** shall be borne by the student/College as decided by the college. College will help **INSOFE** collecting the fees.

## **CLAUSE 2 theINTELLECTUAL PROPERTY**

Nothing contained in this MOU shall, by expressly grant, implication, create in either Party any right, title, interest, or license in or to the intellectual property (including but not limited to know-how, inventions, patents, copy rights and designs) of the other Party.

## **CLAUSE 3**

### **GENERAL AND VALIDITY**

- This Agreement will be valid until it is expressly terminated by either Party on mutually agreed terms, with or without assigning a reason .
- Both Parties may terminate this MOU upon 30 calendar days' notice in writing. In the event of Termination, both parties have to discharge their respective obligations.
- Neither parties will make any presentations pertaining to the other or its business or affairs, without the express written consent and approval of other. It is understood that during the course of this MoU it may be necessary for either party to disclose confidential/proprietary information to the other. The disclosure of any such information or data between the parties shall be made pursuant to an executed Confidentiality Agreement.
- There shall be no liability on the part of any party to the other arising from the termination of this MoU.

## Summary

This Memorandum of Understanding is intended to express the broad understanding of the parties regarding their working with each other to the extent possible for their mutual benefit.

Signed and delivered for and on behalf  
of

ANITS

Signature:

*T. Subramanyam*

Print Name: Dr. T Subramanyam

**Principal**

A.A. Neerukonda Institute of

Technology & Sciences

Sangivalasa-531 162

Visakhapatnam Dist

Date: 04-04-2019



Signed and delivered for and on behalf  
of

INSOFE

Signature:

*Soma Giri Parupalli*

Print Name: SOMA GIRI PARUPALLI

Title: AVP - Business Development

Date: 04-04-2019





BLACKBUCK  
— ENGINEERS —

BLACKBUCK  
ENGINEERS

MEMORANDUM  
OF  
UNDERSTANDING

ANIL NEERUKONDA  
INSTITUTE OF  
TECHNOLOGY & SCIENCES



## CENTRE FOR EMERGING TECHNOLOGIES

Artificial Intelligence | Machine Learning |  
Data Science | Internet of Things

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

This Memorandum of Understanding ("MOU") is executed in June 2020 between:  
Blackbuck Engineers Pvt. Ltd, registered at B-12/47, Chandanagar, Hyderabad and operating at  
7th, Vaidhyanath Gynsare, Gardhawal, Hyderabad, Telangana - 500061 as FIRST PARTY, hereafter  
referred as Blackbuck.

AND

Anil Neerukonda Institute of Technology& Sciences, Sanghulasa, Bheemurupalem,  
Vasuki Irupakulam, AP, 531182 as SECOND PARTY hereafter referred as Institution,  
Blackbuck and Institution are individually referred as "party" and together as "parties"

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

WHEREAS:

1. The Institution was established in 2010, with a vision and mission of imparting quality technical education to students.
2. Blackbuck is an EduTech organization into both technology & management.
3. Institution and Blackbuck together partner to deliver Advanced Skills in Emerging Technologies and provide industry focus to students.
4. Blackbuck would bring in its expertise related to Incubation centres.
5. 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 the course and Centres of Excellence.

NOW THE PARTIES HERETO AGREE AS UNDER

### ARTICLE 1: SCOPE OF THE MOU

1. This document covers action plan for conducting programs for the Institution that are related to establishment of Centre of Excellence for Emerging Technologies.
2. The objective of this MOU is to set out the scope within which the Institution and Blackbuck will jointly explore and work towards achieving the objectives and matters described in this MOU. Each Party shall have the right, in its sole discretion, to determine how it will fulfil its obligations as in ARTICLE 2, ARTICLE 3 and ARTICLE 4
3. The MOU covers generic agreement terms and conditions related to: (1) Job skills (2) Building ecosystem for innovation through number of courses and initiatives (3) Setting stage for industry interaction and contribution.

Blackbuck partners with IT Department, Government of Telangana for emerging technologies. Our syllabus is verified by MASSCOM and HYSEA. Our delivery is world-class and have superior tie-ups with research based organizations.

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## ARTICLE 2: ROLES AND RESPONSIBILITIES OF BLACKBUCK

1. Blackbuck will nominate one coordinator to monitor and conduct agreed activities in the scope of the MoU in the institution. The coordinator will be residing in the campus if required.
2. Blackbuck shall offer various programs and services to the Institute as listed below:
  - i. **Connected Faculty Development Programs** - Blackbuck shall thoroughly recognize the internal faculty services and current occasional
  - ii. **Connected Workshops** - Blackbuck shall provide continuous set of processes, domain based or technology workshops where students choose to attend any stream of their choice.
  - iii. **Incubation Centre & Innovation Lab** - Facilities for startup and incubation, to brainstorm ideas & develop prototypes.
  - iv. **Career Guidance & Industry Mentorship** - Assisting students who enter into global organizations where industry leaders and HRs communicate with the students through the Centre.
  - v. **Entrepreneurship Support** - Blackbuck provides support for students to develop entrepreneurial mindset and provides access to students to accelerators and startups.
  - vi. **Webinars & Guest Lectures** - Industry leaders communicate with students on latest AI and technology developments in the industry through our online sessions.
  - vii. **Hackathons / Ideathons** - Blackbuck conducts hackathons and ideathons across the year in different colleges that keeps students innovation and tech capabilities high.
  - viii. **Student Support** - Through internships, placements support, ideathons and hackathons
  - ix. **Certification Programs** - Advanced Diploma in Artificial Intelligence and other hands-on courses
  - x. **Entrepreneurship Support** - Plan and support for Go-To-Market strategies for selected projects.
  - xi. **Placement Assistance** - Placement assistance through mock interviews, HR Connects
  - xii. **Guest Lectures** - Blackbuck will conduct guest lectures periodically in coordination with the Institution without overlapping the college academic calendar.

Blackbuck shall, in essence, play the required needs for Industry Interaction Centre, Entrepreneurship Cell and Innovation Cell with a special emphasis on imparting knowledge for Emerging Technologies.

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## ARTICLE 3: ROLES AND RESPONSIBILITIES OF THE INSTITUTION

1. The Institution shall provide premises for establishing the Centre as per the request based on availability of the space and resources. The date for the same will be decided when on-premises courses start
2. The Institution shall provide access to seminar halls, classrooms and labs with a seating capacity of 100 during sessions and courses.
3. The college will enable webinar viewing facility and encourage students to attend the webinars.
4. It is the responsibility of the Institution to select students and staff to work on Industry consultancy projects and the students should be mandated to work as per requirements of the project. A separate MoU will be executed for the project to project.
5. The institution shall provide necessary support to Blackbuck to promote the program for enrolment of the students into courses.
6. The institution can propose certain programs like guest lectures, workshops, trainings, awareness camps, conferences. Blackbuck will include such programs in its yearlong activities based on feasibility and the demand of the same.

## ARTICLE 3: JOINT RESPONSIBILITIES

1. Both the parties can review and assess the quality of the courses or programs as and when required.
2. Both the parties can access start-ups established in the campus and review the status of consultancy projects, if any.
3. Both the parties are collectively responsible to create an ecosystem for Incubation, Start-ups, and Industry Interaction.
4. Both the parties shall put sufficient effort for the success and progress of each and every joint initiative.
5. Both parties shall agree to fulfil their roles and responsibilities with integrity in an ethical manner.
6. Any Addendum to this MOU shall be a new document in writing and signed by both parties.

Blackbuck shall provide a platform to all programs industry interaction, guest lectures, faculty development programs, campus interviews, FDPs online and on campus depending on the program and its feasibility.



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## ARTICLE 5: LEGAL AND COMMERCIAL TERMS

1. Both the parties can declare about the tie-up on their website or any other public platform.
2. Any IP that has come up through ideas from students or staff is property of the college / university.
3. If there is any dispute with the student(s), the Institution and Blackbuck together will together resolve the same in best interest of the student(s). Any course started by the student has to be complete till certification. However there will be an exit possibility for students by producing a valid reason approved by both Institution and Blackbuck.
4. Blackbuck will try best to bring renowned and hands-on faculty from real-time industry. The students will be joining the course (or) training on their self-interest, and such students shall have a fee agreement with Blackbuck and the students has to be apprised about the same during enrolment.
5. Institution shall not commit for any minimal or maximal strength of student or staff in the programs proposed by Blackbuck
6. Intellectual Property and Trademarks - Both the parties will continue with their respective trademarks including that of any improvements or work done at its own cost for this AGREEMENT. However, any course delivery for academic purposes and that does not contain any IP related information - video, audio, text material thus made by through this collaboration - shall be made available online for larger audience.

## ARTICLE 6: TERM AND TERMINATION

1. This AGREEMENT will come into effect on the date of signature and will remain in force for **four years** until either of the two parties serves a written notice to the other at their addresses mentioned as above by registered post of its intention to terminate the Agreement in which case it will terminate one month after the receipt of such a notification.
2. The agreement can be renewed on expiry on mutually agreed terms and conditions. Notwithstanding anything in this MoU, neither Party shall be liable to the other for any failure to achieve any of the objectives and undertakings herein.
3. However, commitments made by either party in respect of personnel hired or equipment ordered, under this MoU would be honoured by respective parties. Termination shall be effective only after the obligations towards a running batch are completed.

Confidentiality - In consideration of such Confidential Information being made available to both parties, the first party and the second party agree that any disclosure or dealings between third parties will be subject to the terms and conditions of this Agreement.

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## ARTICLE 7: Profit Sharing and Commercials

1. The fee for Center of Excellence membership is Rs.2000/- per year per student. The fee for Advanced Diploma Program is Rs.50000/- paid over 2 years at equal instalments of Rs.12500/- per semester. This is paid by the student
2. The fee shall be collected by agreed Institute and Blackbuck in the campus through online / offline payment methods from students.
3. Any new program introduced as part of CoE that has fee shall be intimated to and approved by Institute. A special agreement will be done as an extension to this agreement in that case.

## ARTICLE 8: MODIFICATIONS

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

## ARTICLE 9: DISPUTE RESOLUTIONS

1. If any dispute connected with the formation, performance, interpretation, nullification, termination or invalidation of this Agreement ("Dispute") is not resolved by the Parties, the Parties shall within thirty (30) days of written notice from one Party to the other Party (a "Dispute Notice") hold a meeting to try and resolve the Dispute ("Dispute Meeting").
2. Each Party shall use all reasonable endeavours to send a representative who has authority to settle the Dispute to attend the Dispute Meeting and that representative exercising good faith shall try and resolve the Dispute amicably within forty five (45) business days of the service of the Dispute Notice.
3. In the event that a Dispute is not resolved amicably within forty five (45) Business Days of the service of the Dispute Notice, whether or not a Dispute Meeting has been held, either Party may refer the Dispute to arbitration in accordance with the Rules, which Rules are deemed to be incorporated by reference into this clause.

4. For the purpose of any arbitration proceedings commenced pursuant to this clause: The number of arbitrators shall be one; The arbitration shall take place in the state of Telangana, India; and
5. The language to be used in the arbitral proceedings shall be English.
6. Each of the Parties hereby agrees that: They will submit to the non-exclusive jurisdiction of the courts of Telangana, for the purposes of ratifying any award made pursuant to arbitration proceedings conducted in accordance with the clause above.
7. It will not challenge any arbitral award made pursuant to arbitration proceedings; and it will not object to or challenge any application to enforce any arbitral award in any court and it will submit to the jurisdiction of that court for the purposes of those enforcement proceedings

Blackbuck shall provide a platform to all programs industry interaction, guest lectures, faculty development programs, campus interviews, FOPs online and on campus depending on the program and its feasibility.

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## ARTICLE 10: OTHER TERMS AND CONDITIONS

1. Whether directly or indirectly Institution or Blackbuck is not responsible for proving placements or placement assistance for the candidates admitted into the course.
2. While the MOU is under force, either Institution or Blackbuck should restrain from poaching any resources presently working with their respective entities. They should not be employed directly or in-directly by any party without the consent in writing of the other party.
3. Notwithstanding anything contained in the rules, the administrative rules, regulations, discipline and conduct rules procedures being applicable to the regular students of the college are applicable to the participants in mutatis-mutandis.

For BLACKBUCK

FIRST PARTY


ANURADHA THOTA

Chief Executive Officer,  
Blackbuck Engineers Pvt. Ltd.,  
Gachibowli, Hyderabad

[www.theblackbucks.com](http://www.theblackbucks.com)



For Anil Neerukonda  
Institute of Technology &  
Sciences  
SECOND PARTY

  
T.V. HANUMANTHLA RAO

Principal,  
Anil Neerukonda Institute of  
Technology & Sciences, Sangivalasa  
Bheemunipatnam - Veerakottam  
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