

## MEMORANDUM OF UNDERSTANDING

### PARTIES

This memorandum of understanding is made on the 18<sup>th</sup> day of January, 2020 between:

**Korean Cultural & Technological Center**, is a center working for the Student & Youth empowerment. It has several programs framed mainly to create Industry ready students. (Hereinafter referred to as "KCTC"),

And

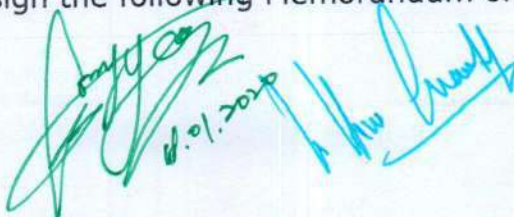
**Rajiv Gandhi University of Knowledge Technologies - Andhra Pradesh** belongs to Government of Andhra Pradesh. It caters to the Educational Needs of Gifted Rural Youth of Andhra Pradesh. (Hereinafter referred to as RGUKT-AP)

**Korean Cultural & Technological Center** and **Rajiv Gandhi University of Knowledge Technologies - Andhra Pradesh**, shall be referred to collectively as the "Parties" as the case may be.

### WHERE AS

- a. Korean Cultural & Technological Center (KCTC) is a center established to nurture the next generation leaders of the world through educational & empowerment programs, to create international awareness and cultural exchange, promote the value of meaningful performing arts, facilitate short term and long-term volunteerism domestically and overseas, develop leadership skills that are applied on a global level.
- b. The Rajiv Gandhi University of Knowledge Technologies - Andhra Pradesh (RGUKT-AP) primary objective is to provide high quality educational opportunities for the meritorious rural youth of Andhra Pradesh. Other objectives are to impart to each student broad skills of Learning to Learn, Learning to think and Learning to Live. To reinforce core values of integrity, respect for all, and care for environment. To disseminate and advance knowledge in the emerging fields such as Information Technology, Nanotechnology, etc. To make special provisions for integrated courses including Humanities, Social Sciences and other interdisciplinary areas to impart broad-based education including soft skills. To function as a resource center for knowledge management and entrepreneurship development in the emerging technologies. To establish close linkage with industry to make teaching and research at the institutes relevant to the needs of the economy, at national and global levels.

The parties agree to sign the following Memorandum of Understanding



## 1) OBJECTIVE :

- 1.1 This Memorandum sets out the understanding between the parties.

## 2) CONTRIBUTIONS :

- 2.1 Establish Korean Cultural & Technological Center (KCTC) in Universities. This Center will be a new Department/Branch/school of the University.
  - Executive Director of KCTC will be appointed by Government as Director of complete Project of KCTC RGUKT-AP & will be given Director Rank Salary, facilities, allowances and privileges. One Official of KCTC will be allotted for each IIIT campus by KCTC who will be appointed by Government as Center Manager with professor level Salary, facilities, allowances and privileges.
  - The role of the Director of KCTC officer will be as follows:
    - He will be the Single point of Contact of KCTC for the Government.
    - He will be the person completely responsible for all projects, day-to-day operations, planning, administration and results of the KCTCs present in all the campuses under RGUKT-AP.
  - The role of Center Manager of single KCTC will be as follows:
    - They will be appointed according to the need or whenever a new KCTC is started in a particular Campus.
    - They will be responsible for all projects, day-to-day operations, planning, administration and results of individual campus KCTC where they are placed. They will be reporting to Director of KCTC.
  - All the HR Support (Faculty, trainers, administration staff, etc.) necessary for running of the centers will be provided by KCTC. The University will provide accommodation and Food for the KCTC personnel.
  - All the Infrastructural needs, Maintenance charges and electronic resources (Buildings, audio-visual Equipment, Computer & supporting peripherals, Stationary, Teaching equipment like Chairs, desks, projectors, etc.) will be provided by University.
  - Start Industry – Institute Relations & Entrepreneurship Development Cell.
  - Technical (Certificate Courses for Industry Readiness, Mind Education, etc.) & Non-technical (Language, Music, arts, etc.) courses will be offered in KCTC. The

  
B.O. 2020

University will decide what category (Year/branch) of students will avail what courses and programs of KCTC.

- Just like any other branch/department/school of the Institute, KCTC will also have budget allocation needed for running the programs of the center. The Director of KCTC will submit the academic programs, Academic Calendar and the Finance requirements to the concerned authorities. With mutual consent the annual plans can be approved and if necessary Sub-MOUs can also signed with clear financial commitments for each year or program.

2.2 Establish Korean Industry Advisory Board (KIAB).

- Director of KCTC will be the Chairman of the KIAB.
- KIAB will act as an official bridge between Korean Industry and the University.

2.3 Start Employment Enhancement Program.

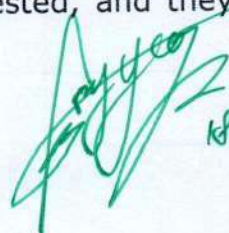
- KCTC will be responsible for organizing Student Exchange Programs with Korean Universities, Industry visits to Korean Companies, Internships in Korean Industries, Visits to International Conferences & Seminars, etc. in South Korea.
- The Travel fare should be taken care by the Individual Student or the University on behalf of them.
- The students' accommodation and food expenses will be taken care by KCTC and the hosting University or Industry.

**3) IMPLEMENTATION OF MOU:**

- 3.1 Rajiv Gandhi University of Knowledge Technologies – Andhra Pradesh will assign its officer to implement the MOU.
- 3.2 Korean Cultural & Technological Center will assign its officer to implement the MOU.
- 3.3 Both parties will meet whenever needed to review and take the implementation of the MOU to the desired level.

**4) SETTLING DISPUTES OR DISAGREEMENTS:**

- 4.1 Any dispute arising out of the interpretation, application and / or implementation of this MOU shall be settled amicably through consultations and negotiations between the parties.
- 4.2 With this aim each party will appoint one arbitrator and selected members shall appoint a third arbitrator immediately after they are themselves appointed.
- 4.3 The parties agree to consider the board's decision binding and final. So that it cannot be contested, and they also agree to



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consider this dispute resolution as a condition for any eventual judicial procedure.

- 4.4 The arbitrators will act without receiving fees. In case the appointed arbitrators should ask for payment, each party will assume the cost of its own arbitrator, while any additional cost for the process, as well as any fees owing to the Chairman Arbitrator, will be equally shared among the parties.

#### **5) AMENDMENT TO THE AGREEMENT:**

5.1 This Memorandum of Understanding can be amended by both parties in writing.

#### **6) TERMINATION:**

This agreement can be terminated for the following reasons.

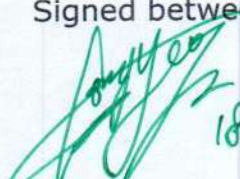
- a) Attainment of the expiry date.
- b) Serious breach of contract by one of the parties or clear violation of the general principles established by the International Conventions or Treaties or by the applicable laws of India.
- c) Serious and demonstrated external factors leading to termination of this agreement.

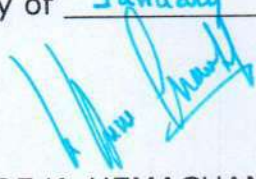
In cases (b) and (c) above, each party will send a written communication addressed to the other party with at least (30) days notice. In case, before the expiry of the agreement, each party will continue its own activities until their completion as established by the present agreement.

#### **7) ENTRY INTO FORCE**

7.1 This agreement shall enter into force on the date of its signature, and shall remain in force for a period of 5 years. It shall be automatically renewed for similar period unless either party notifies the other to the contrary in writing within six months prior to the expiry date.

Signed between the parties on the 18<sup>th</sup> day of January 2020

  
18.01.2020  
DONG YEOP KIM  
EXECUTIVE DIRECTOR  
KOREAN CULTURAL & TECHNOLOGICAL  
CENTER, INDIA

  
PROF K. HEMACHANDRA REDDY  
VICE CHANCELLOR  
RAJIV GANDHI UNIVERSITY OF  
KNOWLEDGE TECHNOLOGIES-AP

MEMORANDUM OF UNDERSTANDING  
BETWEEN

IIIT, Srikakulam  
S.M.Puram, Etcherla, RGUKT – AP  
PIN: 532 402

AND

Telecommunications Consultants India Limited  
(A Government of India Enterprise)  
TCIL Bhawan  
Greater Kailash – I,  
New Delhi - 110048



  
19/5/18  
DIRECTOR  
IIIT SRIKAKULAM, RGUKT AP

## MEMORANDUM OF UNDERSTANDING

This memorandum of understanding (MOU) is made at ..... on date..... *Head office - RGUKT, 19/05* of 2018

BETWEEN

“**IIIT-Srikakulam, S.M.Puram, Etcherla**, AP - 532 402 (herein referred to as a ‘IIIT’ which expression shall unless repugnant to the context include its successors in the business administrators and permitted assigns) of the one part.

AND

The **Telecommunications Consultants India Ltd.**, a company registered under Companies Act 1956, having its Corporate office at TCIL Bhawan, Greater Kailash – I, New Delhi – 110048 (which expression should unless repugnant to the context or meaning thereof include its successor and permitted assigns) hereinafter called ‘TCIL’ of the other part

WHEREAS TCIL, Government of India Enterprise, is a leading company in Telecommunications and Information Technology and has to its credit successful execution of many IT and networking projects in India and abroad.

WHEREAS “**IIIT-Srikakulam, S.M.Puram, Etcherla** is an institute providing education in the core areas of Information Technology.

Now, in consideration of the respective covenants and undertaking herein, the parties hereto agree as follows:

### **OBJECTIVE OF THE COOPERATION**

#### **1. (a) AREAS OF COOPERATION**

TCIL has discussed with IIIT – Srikakulam, Government of AP, various areas of co-operation wherein TCIL can offer ICT services, design and implement customized solutions and support these services as a Project Management Consultant. The following areas have been identified

- 1.1 Provision and delivery of high capacity/ bulk Internet bandwidth as per the requirement of IIIT - Srikakulam.
- 1.2 Design, Build, manage and transfer a resilient and scalable TCP/IP Data network for the IIIT - Srikakulam Campus with Controller based Wi-Fi hotspots as per the requirement and approved plan under specified service level agreement by IIIT – Srikakulam
- 1.3 Design and build a high speed campus LAN on Optic Fibre access network with associated electronics connecting various departments and Lab infrastructure.



*Signature*  
**DIRECTOR**  
**IIIT SRIKAKULAM, RGUKT AP**  
**S.M. PURAM - 532 402.**

- 1.4 Providing fiber backbone between the two campuses of IIIT–Srikakulam situated at 21<sup>st</sup> Century Gurukulam campus and Mitra Engineering College.
- 1.5 Provide LAN/WAN/SERVERS/WIFI/Audio & Video equipment along with required active and passive components as per institute requirements.

## 1 (b) IMPLEMENTATION PLAN

- 1.6 Implementation Plan will be formulated for each cooperative activity established under this MoU. The Implementation Plan will include detailed items for implementing the activity and will cover the ways and means to implement the project such as: technical scope, use of facilities and equipment, sharing of resources including costs, project schedule, management of collaboration, and exchange of scientific and/or technical information and its dissemination. Each Implementation Plan is subject to applicable review and approval procedures of the Participants.

## 2 GENERAL CONDITIONS

- 2.1 Compliance of all statutory laws of land including those of Central, State and local Authorities concerned, applicable on date or in future, for the operation of services or businesses of IIIT, will be the responsibility of IIIT and TCIL in no way shall be answerable or liable or responsible to any suits, litigations or penalties arising out of violation of any such laws.
- 2.2 TCIL is solely responsible for the safety and welfare of the persons engaged for the purpose of execution at the IIIT premises. The IIIT has no liability in this regard.
- 2.3 IIIT shall obtain all statutory/ non-statutory and administrative approvals required in connection with operation of their business & provide a certified copy to TCIL.
- 2.4 IIIT shall pay to TCIL any operational expenses not covered and anticipated above but forthcoming in the course of the period of the MOU, on mutually agreed transparent basis.
- 2.5 Admin user credentials of all active components should be under control of IIIT - Srikakulam.
- 2.6 TCIL should provide adequate training on all active components such as routers, fire walls, switches etc. to technical staff, IIIT - Srikakulam.
- 2.7 TCIL should handover/ submit all the Technical documents such as backups, campus network diagram & flow charts etc. as and when requested by the IIIT.
- 2.8 TCIL should submit the details of third party MoUs, sub contracts with registered clients to IIIT - Srikakulam.
- 2.9 The project will be implemented in a phased manner. IIIT and TCIL will enter into an agreement for each work/project and adhere to a mutually agreed timeline specified in the agreement entered into for each work/project.
- 2.10 The TCIL shall execute the works on deposit work basis on behalf of IIIT. The IIIT will issue a letter of intent for initiating a specific work.



  
**DIRECTOR** Page 3 of 8  
**IIIT SRIKAKULAM, RGUKT AP**  
**S.M. PURAM - 532 402.**

### 3 FINANCIAL REGULATIONS AND ADMINISTRATIVE SUPPORT

- 3.1 The IIIT shall be responsible for release of funds and implementation charges in time to TCIL in proportion to the progress of work towards payment of bills in time to the agency. No advance payment shall be released to the agency.
- 3.2 No financial obligations on either Participant are implied by this MoU. In line with the principle of equality and reciprocity, each Participant will normally cover its own costs in carrying out cooperative projects, unless specific financing becomes available for selected projects of mutual interests.
- 3.3 In the implementation of cooperative activities under this MoU, each Participant will make efforts to support the other Participant to complete administrative and legal procedure and requirements.

### 4 PROFESSIONAL CHARGES

Project Management Consultancy charges payable by IIIT to TCIL shall be 8% of the total project cost. All the taxes will be paid extra as applicable including any increase in taxes at any time or actual basis.

Project Cost shall be including but not limited to cost of material, services, warranty, AMC, license fee etc. for the turnkey execution of the project requirements of IIIT.

The Payment terms will be on case to case basis. Payment to vendors/ contractors will be made after realization of payment from IIIT.

### 5 PERIOD OF THE MOU

This period of the MoU will be for an initial period of two years from the date of signing of this period of the MoU and shall thereafter can be renewed for further for a period as desired by both the parties on mutual consent.

### 6 TERMINATION

Termination of the MoU shall be applicable for reasons those below:

#### 6.1 TERMINATION FOR CONVENIENCE

Should any of the parties hereto consider termination this MoU for convenience or reasons Other than those note below Such termination can be done only after providing advance notice of 3 (three) months. However the party should provide knowledge transfer on total IT Infrastructure, to the concerned technical staff, IIIT – Srikakulam.

#### 6.2 TERMINATION FOR DEFAULT

TCIL, without prejudice to its other rights at law or in equity, may terminate this Period of the MOU immediately and without notice if :



  
**DIRECTOR**  
**IIIT SRIKAKULAM, RGUKT AP**



- a) If IIIT is in default in the payment of any amount due hereunder and has failed to remedy such default within Thirty (30) days of receipt of written notice from TCIL.
- b) IIIT may terminate this Period of the MOU only if TCIL fails to perform and discharge its service obligations as set forth in the MoU. And such termination requires IIIT to communicate to TCIL in writing 30 days in advance and shall remain liable for paying to TCIL all recurring charges applicable for this notice period.

## 7 INTELLECTUAL PROPERTY RIGHTS

- 7.1 Nothing contained in this Period of the MOU shall be construed to confer or be deemed to confer on one party any rights or license in the intellectual property of the other party.
- 7.2 Neither party will use the trade name and logo of the other party. No reference to the other party shall be made in the advertisement, self campaigns and publicity materials compiled by one party except with prior permission


## 8 NON EXCLUSIVITY

Nothing in this period of the MOU shall mean that either party is anytime precluded from having similar arrangements with a third person/party subject to maintaining confidentiality provisions of this period of the MOU.

## 9 NON-DISCLOSURE CLAUSE:

- 9.1 Such confidential information that which by its nature it is obvious to the party receiving it is confidential or proprietary, the receiving party agrees to treat the same as strictly confidential and shall not divulge, directly or indirectly, to any other person, firm corporation, association or entity, for any purpose whatsoever, the confidential information so received by it and shall not make use of or copy such confidential information, except for the purpose of this contract. Such confidential information may be disclosed by the party receiving it only to such of the employees, consultant, advisers and sub-contractors of the receiving party who reasonably require access to such information for the purpose for which it was disclosed and who have secrecy obligations to the receiving party. The commitment shall impose no obligation upon either party with respect to any portion of such information that was known to the receiving party prior to its receipt from the other party; is known or which (through no act or failure on the part of the receiving party) becomes generally known ; or
  - (i) Is supplied to receiving party by a third party which the receiving party in good faith believes is free to make such disclosure without restriction on disclosure.
  - (ii) Is disclosed by the disclosing party to a third party generally, without restriction on disclosure
  - (iii) Is independently developed by the receiving party without use of any confidential information provided by the disclosing party.



  
**DIRECTOR**  
**IIIT SRIKAKULAM, RGUKT AP**  
**S.M. PURAM - 532 402.**  
**ETCHERLA (M), SRIKAKULAM (Dt.) A.P.**

## 10 LAW GOVERNING THE MOU:

This period of the MOU shall be governed by the Law of India.

## 11 FORCE MAJEURE

- 11.1 If during the period of the MOU, the performance in whole or in part, by other party, of any obligation under this is prevented or delayed by reason beyond the control of the parties including war, hostility, acts of the public enemy, civic commotion, sabotage, Act of State or direction from Statutory Authority, explosion, epidemic, quarantine restriction, strikes and lockouts (as are not limited to the establishments and facilities of the parties), fire, floods, earthquakes, natural calamities or any act of GOD (hereinafter referred to as EVENT) , provided notice of happenings of any such event is given by the affected party to the other, within twenty one (21) days from the date of occurrence thereof, neither party shall have any such claims for damages against the other, in respect of such non-performance or delay in performance. Provided service under this period of the MOU shall be resumed as soon as practicable, after such EVENT comes to an end or ceases to exist.
- 11.2 In the event of a Force Majeure, the affected party will be excused from performance during the existence of the force Majeure. When a Force Majeure occurs, the affected party after notifying the other party will attempt to mitigate the effect of the Force Majeure as much as possible. If such delaying cause shall continue for more than thirty (30) days from the date of the notice stated above, the party injured by the inability of the other to perform shall have the right, upon written notice of thirty (30) days to the other party, to terminate this Period of the MOU. Neither party shall be liable for any breach, claims, and damages against the other, in respect of non-performance or delay in performance as a result of Force Majeure leading to such termination.

## 12 SETTLEMENT OF DISPUTE THROUGH GOOD FAITH NEGOTIATIONS AND ARBITRATION

- 12.1 The parties shall endeavor, in the first instance to resolve any dispute, disperiod of the MOU or difference arising out of or in connection with this Period of the MOU through Good Faith Negotiation.
- 12.2 For the purpose of conducting good faith negotiations, each party shall within 15 days of the commencement of the period of the MOU designate in writing to the other party a representative who shall be authorized to negotiate on its behalf with a view to resolving any dispute. Each such representative shall remain so authorized until his replacement has been designated in writing to the other party by the party he represents.
- 12.3 The dispute shall not be referred to Arbitration unless and until the provisions of this clause have been complied with.
- 12.4 The representative of the party which considers that a dispute has arisen shall give to the Representative of the other party, a written notice setting out the material particulars of the dispute in issue, in short a Dispute Notice shall be served upon by the representative of the party which considers that a dispute has arisen to the representative of the other party.



  
DIRECTOR

IIIT SRIKAKULAM, RGUKT AP  
S.M. PURAM - 532 402.  
ETCHERLA (M) SRIKAKULAM (D) A P

12.5 Within thirty days, or such longer period as may be mutually agreed to, of the Dispute Notice, having been delivered to the other party, the representative of both parties shall meet in person at either of the registered office of the parties or at any designated place to attempt in good faith, and using their best endeavors at all times to resolve the dispute. Once the dispute is resolved, the terms of the settlement shall be reduced in writing and signed by the Representatives of the parties (the settlement).

#### 12.6 Arbitration:

a) Any dispute, difference or controversy of whatever nature between the parties, howsoever arising under, out of or in relation to this agreement including disputes, if any. With regard to any acts, decision or opinion of both Party and so notified in writing by the other Party ("the dispute") shall in the first instance be attempted to be resolved amicably by conciliation in accordance with the procedure set forth under the Arbitration and Conciliation Act, 1996. For the purpose any dispute in clause 10, a reference to a "Party" shall mean the company on one hand and TCIL on the other hand. And the term "Parties" shall be construed accordingly. If the dispute is not amicably settled in accordance with the foregoing, either party may refer the dispute to Arbitration in accordance with the provisions clause (b) to (f) below.

b) Subject to the provisions of Clause (a) any dispute which is not resolved amicably shall be finally settled by arbitration as per the provision of Arbitration & Conciliation Act, 1996 and for any statutory modifications/ amendments thereof. The Arbitral Tribunal shall consist of three Arbitrators, one to be appointed by each party and third Arbitrator, who shall act as the presiding Arbitrator, shall be appointed by the two Arbitrators appointed by the parties.

c) The place of Arbitration shall be the city of VIJAYAWADA. By agreement of the parties the Arbitration hearings, if required, may be held elsewhere.

d) The request for Arbitration, the answer to the request, the terms of reference, any written submissions, any orders and rulings shall be in English and, if oral hearing take place, English shall be language to be used in the hearings.

e) The Arbitrator shall give a written reasoned award. The parties agree that the decision or award resulting from Arbitration shall be final and binding upon the parties and shall be enforceable in accordance with provision of the Arbitration and Conciliation Act, 1996 and for any statutory modifications /amendments thereof.

f) Pending the submission of and/or decision on a Dispute and until the Arbitral award is published, the parties shall continue to perform their respective obligations under this Agreement without prejudice to a final adjustment in accordance with such award.

### 13 ASSIGNMENT

Either party can assign their rights and obligations derived under this period of the MOU, in the event of any change in the respective constitution, with prior written intimation to the other party. This period of the MOU shall accrue to the benefit of and be binding upon parties hereto and any successor entity into which either party shall have merged or consolidated. All rights and obligations of either party shall be binding on their respective assignee or successor entities.



  
DIRECTOR

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IIIT SRIKAKULAM, RGUKT AP  
S.M. PURAM - 532 402.  
ETCHERLA (M) SRIKAKULAM (D) V A D

## 14 NOTICES

Any notice or other communication required or permitted to be given between the parties under this period of the MOU shall be given in writing at the address that may be intimated from time to time.

IN WITNESS WHEREOF both Parties have caused these presents to be signed by their respective authorized signatories on the date and year first above written.



DIRECTOR

IIIT SRIKAKULAM, RGUKT AP

S.M. PURAM - 532 402.

For ETCHERLA (M), SRIKAKULAM (Dt.) A.P.

IIIT - Srikakulam, S.M.Puram,  
Etcherla, RGUKT, AP.

Date: 19/5/18



RAJEEV SAWHNEY

For GGM (IT)  
TELECOMMUNICATIONS  
CONSULTANTS INDIA LTD.

Date: 19.5.18





**MEMORANDUM OF UNDERSTANDING (MoU)  
BETWEEN  
INDIAN INSTITUTE OF TECHNOLOGY TIRUPATI  
AND**

**RAJIV GANDHI UNIVERSITY OF KNOWLEDGE TECHNOLOGIES, ANDHRA PRADESH**

This MoU is entered into on the **31<sup>st</sup> day of October, 2020** by and between **Indian Institute of Technology Tirupati** (hereinafter called IIT Tirupati) situated at Merlapaka Village on Yerpedu to Venkatagiri highway, Yerpedu Mandal, Chittoor District, Andhra Pradesh- 517619, an Institute of National importance established under Institutes of Technology Act, 1961 as amended from time to time.

And

**Rajiv Gandhi University of Knowledge Technologies (RGUKT)** (Andhra Pradesh) hereafter referred to as RGUKT established by an Act 18 of Government of Andhra Pradesh in the year 2008 with its registered Head Office located at RK Valley (Idupulapaya), Y S R District, Andhra Pradesh.

The aforesaid institutions are here in after referred to individually as institute and collectively as institutes.

**1.0 : Introduction**

In order to facilitate collaborative research work, to establish academic and scientific relationship, to promote joint research activities, to extent mutual support in Post Graduate and Doctorate programmes, IIT Tirupati and RGUKT agree to establish this Memorandum of Understanding (MoU).

## 2.0 : Preamble

IIT Tirupati situated at Merlapaka Village on Yerpedu to Venkatagiri highway, Yerpedu Mandal, Chittoor District, Andhra Pradesh – 517619, an Institute of National importance established under Institutes of Technology Act, 1961 as amended from time to time. IIT Tirupati started its academic activities in 2015. Currently the Institute has nine departments. The academic programmes offered include B.Tech, M.Tech, MSc, MS (by Research) and PhD. The faculty members are very active in research with many sponsored research projects under implementation. The Institute has MoUs with many national research laboratories for research collaboration.

RGUKT is a State University founded by an Act of legislature by the then Andhra Pradesh Government in the year 2008. The primary objective of establishing RGUKT is to provide high quality education to the meritorious rural youth of Andhra Pradesh. Top 1% of rural S.S.C passed students are given opportunity to complete 6 years integrated programme which includes Pre-University Course(PUC) followed by 4 years B.Tech programme in six engineering disciplines(Chemical Engineering, Computer Science and Engineering, Electronics and Communications Engineering, Mechanical Engineering, Civil Engineering and Metallurgical & Materials Engineering).RGUKT, Andhra Pradesh has four constituent institutes (located at Nuzvid, R.K.Valley, Srikakulam and Ongole) with state of art infrastructure to support ICT based teaching and learning. Learning environment enriched with e-class rooms with state of art laboratories on par with national premier institutes. “Learning by Doing” is the principle behind the pedagogy followed by RGUKT,A.P. campuses. Majority of the faculty members are post graduates from national premier institutes such as IITs,NITs and Central Universities.

## 3.0 : The Scope of the MoU

The Scope of Collaboration in Academic and Research activities in the MoU include the following categories

- 3.1 Technical areas of collaborations
- 3.2 Academic interactions and support.
- 3.3 Exchange of students and faculty members
- 3.4 To promote Research/ Continuing education activities between institutions.

## 4.0 : Technical Areas of Collaboration

- a) A Continuing Quality improvement programme to improve quality of teaching staff at RGUKT through Doctoral programmes, short-term/long-term certificate courses at IIT Tirupati. Faculty members of IIT Tirupati may also visit RGUKT campus to provide necessary guidance.



- b) Provide academic interaction by delivering Special Lectures at RGUKT campuses on topics of relevance to modern Industry.
- c) Provide necessary advice in organizing Workshops/Conferences and Personality Development Programmes of IIT Tirupati for enhancement of skills in respect of Faculty, Staff and Students of RGUKT.
- d) Provide necessary advice for establishment of Single Board Computer Lab, establishment of video satellite link and assistance in development of E-classrooms, Laboratories, Curriculum, Training & Placement, and Library etc. at RGUKT campuses.
- e) Usage of academic infrastructure of IIT Tirupati for RGUKT students and faculty members.
- f) To facilitate the training for Teachers and Post Graduate students
- g) Guidance for enhancement in infrastructural development of RGUKT campuses.

#### **5.0 : Exchange of Students and Faculty members**

- a) Students of RGUKT campuses can visit IIT Tirupati for long term and short-term internships under the guidance of IIT Tirupati faculty based on the availability.
- b) Students of RGUKT can do 4<sup>th</sup> year project work based on the mutual interest under the joint guidance of the faculty members from RGUKT and IIT Tirupati.
- c) Faculty members from IIT Tirupati can visit RGUKT campuses to teach portion/modules of any course of B.Tech programme with prior permission from IIT Tirupati. Emoluments shall be paid to the faculty as per the RGUKT norms.

#### **6.0 : Proposed Modes of Collaboration**

IIT Tirupati and RGUKT propose to collaborate through the following:

- a) Cooperation and promotion of education, training and research in areas of mutual interest.
- b) Any other appropriate mode of interaction agreed upon between IIT Tirupati and RGUKT.

A specific plan will be worked out by the institutes depending upon availability of resources. A specific agreement will be entered into for each activity.

#### **7.0 : Terms and Conditions**

- a) The cost of establishment of any Research lab at any of RGUKT campuses should be borne by itself.
- b) For the visits related to advice and consultancy, travel and other expenses of IIT Tirupati faculty members & staff shall be reimbursed by RGUKT on mutually agreed terms.
- c) The faculty members and students of RGUKT may use the library facility of IIT Tirupati for short visits.



- d) Usage of IIT Tirupati academic infrastructure may be allowed for limited period subject to its availability and with approval from the Head of the facility/ department and Institute norms. The applicable charges towards equipment utilization and consumables shall be borne by RGUKT.
- e) Both institutes agree to help, identify and invite the faculty members and researchers from the other institutes to participate in conferences, workshops and short-term courses.
- f) This MoU may be amended, renewed and terminated by mutual written agreement of both the institutes at any time
- g) Either Institute shall have the right to terminate this MoU upon 60 days prior written notice to the other Institute.

**8.0 : Confidentiality**

- a) The IIT Tirupati and the RGUKT agree to hold in confidence all information/data designated by the institutes as being confidential which is obtained from either institute or created during the performance of the MoU and will not disclose the same at any third party without written consent of the other institute.
- b) The above confidential clause under this MoU excludes the information/date possessed by either institute before entering into this MoU or independently developed and/or information already available through public domain.

**9.0 : Duration of MoU**

- a) This MoU may be amended, renewed and terminated by mutual written agreement of the institutes at any time.
- b) Either Institute shall have the right to terminate this MoU upon 60 days prior written notice to the other Institute.
- c) This MoU, unless extended by mutual written consent of the institutes, shall expire in THREE years after the effective date specified in the opening paragraph. However, on review, the MoU shall be extended for another three years by mutual consent.

**10.0 : Coordinators**

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

**11.0 : Intellectual Property Rights**

The intellectual property rights (IPR) that arise as a result of joint research and collaborative activity under the agreement will be worked out on a case to case basis and will be consistent with officially laid down IPR policies of the two organizations.





**12.0 : Signed in Duplicate**

This MoU is executed in duplicate with each copy being an official version and having equal legal validity. By signing below, the institutes, acting by their duly authorized officers, have caused this Memorandum of Understanding to be executed, effective from day and year first above written.


Signed for and on behalf of IIT Tirupati



(Prof. K. N. Satyanarayana)  
Director

**Prof. K.N. Satyanarayana**  
Director  
I.I.T. TIRUPATI

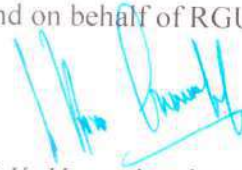
Witness

1.   
(C.K.C. REDDY)

2.   
A.V.V. PRASAD



Signed for and on behalf of RGUKT, AP



(Prof. K. Hemachandra Reddy)  
Vice-Chancellor

**VICE CHANCELLOR**  
**RGUKT**  
**Andhra Pradesh**

Witness

1.   
(Suresh Jain)

2.   
(SSSV Gopala Raju)



**RAJIV GANDHI UNIVERSITY OF KNOWLEDGE  
TECHNOLOGIES, ANDHRA PRADESH**

and

**Indian Institute of Technology Hyderabad**



## **MEMORANDUM OF UNDERSTANDING (MoU)**

This MoU is entered into on the \_\_\_\_\_ day of \_\_\_\_\_, 2021 by and between Rajiv Gandhi University of Knowledge Technologies (RGUKT), Andhra Pradesh hereafter referred to as RGUKT established by Act 18 of Government of Andhra Pradesh in the year 2008 with its registered Head Office located at RK Valley (Idupulapaya), Y S R District, Andhra Pradesh.

and

Indian Institute of Technology Hyderabad (hereinafter called IITH) situated at Kandi, Sangareddy, Telangana - 502284, an Institute of National importance established under Institutes of Technology Act, 1961 as amended from time to time.

The aforesaid institutions are here in after referred to individually as institute and collectively as institutes.

### **1.0 Introduction:**

IIT Hyderabad and RGUKT agree to establish this Memorandum of Understanding (MoU) to facilitate collaborative research work, to establish academic and scientific relationship, to promote joint research activities and to extend mutual support in Post-Graduate and Doctorate programmes.

### **2.0 Preamble:**

IIT Hyderabad is situated at Kandi, Sangareddy, Telangana - 502284, an Institute of National importance established under Institutes of Technology Act, 1961 as amended from time to time.

RGUKT is a State University established by an Act of legislature by the then Andhra Pradesh Government in the year 2008. The primary objective of establishing RGUKT is to provide high quality education to the meritorious rural youth of Andhra Pradesh. Top 1% of rural S.S.C passed students are given opportunity to complete 6-year integrated programme which includes Pre-University Course (PUC) followed by 4-year BTech programme in six engineering disciplines (Chemical Engineering, Computer Science and Engineering, Electronics and Communications Engineering, Mechanical Engineering, Civil Engineering and Metallurgical & Materials Engineering). RGUKT, Andhra Pradesh has four constituent

institutes located at Nuzvid, R.K. Valley, Srikakulam and Ongole with state of art infrastructure to support ICT based teaching and learning. Learning environment is enriched with e-class rooms and state of art laboratories on par with national premier institutes. "Learning by Doing" is the basic pedagogy followed by RGUKT, A.P. campuses. Majority of the faculty members are post-graduates from national premier institutes such as IITs, NITs and Central Universities.

### **3.0 The Scope of the MoU:**

The Scope of Collaboration in Academic and Research activities in the MoU include the following categories

- 3.1 Technical areas of collaborations
- 3.2 Academic interactions and support.
- 3.3 Exchange of students and faculty members
- 3.4 Promotion of Research/ Continuing education activities between institutions.

### **4.0 Technical Areas of Collaboration:**

- a) Continuing Quality improvement programmes to improve quality of teaching staff at RGUKT through Doctoral programmes, short-term/long-term certificate courses, orientation and refresher programs, etc. at IIT Hyderabad, based on the consent of the concerned faculty. Faculty members of IIT Hyderabad may also visit RGUKT campus to provide necessary guidance.
- b) Provide academic interaction by delivering Special Lectures at RGUKT campuses on topics of relevance to modern Industry.
- c) Provide necessary advice in organizing Workshops/Conferences and Personality Development Programmes for enhancement of skills in respect of Faculty, Staff and Students of RGUKT.
- d) Provide necessary advice for establishment of Single Board Computer Lab, establishment of video satellite link and assistance in development of E-classrooms, Laboratories, Curriculum, Training & Placement, and Library, etc. at RGUKT campuses.
- e) Usage of academic infrastructure of IIT Hyderabad for RGUKT students and faculty members, with usage charges, wherever application.
- f) To facilitate the training for Teachers and Post-Graduate students
- g) Guidance for enhancement in infrastructural development of RGUKT campuses.

### **5.0 Exchange of Students and Faculty members**

- a) Students of RGUKT campuses can visit IIT Hyderabad for long term and short-term internships under the guidance of IIT Hyderabad faculty based on the availability.
- b) Students of RGUKT can do 4th year project work in areas based on mutual interest under the joint guidance of the faculty members of RGUKT and IIT Hyderabad.

- c) Faculty members from IIT Hyderabad can visit RGUKT campuses to teach part/modules of any course of BTech programme. Honorarium shall be paid to the IIT faculty as per the RGUKT norms.

#### **6.0 Proposed Modes of Collaboration:**

IIT Hyderabad and RGUKT propose to collaborate through the following:

- a) Cooperation and promotion of education, training and research in areas of mutual interest.
- b) Any other appropriate mode of interaction agreed upon between IIT Hyderabad and RGUKT.

A specific plan will be worked out by the institutes depending upon availability of resources and separate specific agreement will be entered into for each activity.

#### **7.0 Terms and Conditions:**

- a) The cost of establishment of any Research lab at any of RGUKT campuses shall be borne by itself.
- b) For the visits related to advice and consultancy, travel and other expenses of IIT Hyderabad faculty members & staff shall be reimbursed by RGUKT on mutually agreed terms.
- c) The faculty members and students of RGUKT may use the library facility of IIT Hyderabad for short visits.
- d) Usage of IIT Hyderabad academic infrastructure may be allowed for limited period subject to its availability and with approval from the Head of the facility/department and Institute norms. The applicable charges, if any, towards equipment utilization and consumables shall be borne by RGUKT.
- e) Both institutes agree to help, identify and invite the faculty members and researchers from the other institutes to participate in conferences, workshops and short-term courses.
- f) This MoU may be amended, renewed and terminated by mutual written agreement of both the institutes at any time
- g) Either Institute shall have the right to terminate this MoU upon 60 days prior written notice to the other Institute.

#### **8.0 Confidentiality:**

- a) The IIT Hyderabad and the RGUKT agree to hold in confidence all information/data designated by the institutes as being confidential which is obtained from either institute or created during the performance of the MoU and will not disclose the same to any third party without written consent of the other institute.
- b) The above confidential clause under this MoU excludes the information/date possessed by either institute before entering into this MoU or independently

developed and/or information already available through public domain.

**9.0 Duration of MoU:**

- a) This MoU may be amended, renewed and terminated by mutual written agreement of the institutes at any time.
- b) Either Institute shall have the right to terminate this MoU upon 60 days prior written notice to the other Institute.
- c) This MoU, unless extended by mutual written consent of the institutes, shall expire in **THREE** years after the effective date specified in the opening paragraph. However, on review, the MoU shall be extended for another three years by mutual consent

**10.0 Coordinators:**

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

**11.0 Intellectual Property Rights:**

The intellectual property rights (IPR) that arise as a result of joint research and collaborative activity under the agreement will be worked out on a case-to-case basis and will be consistent with officially laid down IPR policies of the two organizations.

**12.0 Signed in Duplicate:**

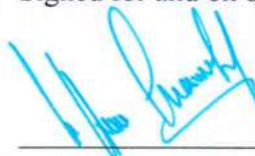
This MoU is executed in duplicate with each copy being an official version and having equal legal validity. By signing below, the institutes, acting by their duly authorized officers, have caused this Memorandum of Understanding to be executed, effective from day and year first above written.

Signed for and on behalf of IIT Hyderabad

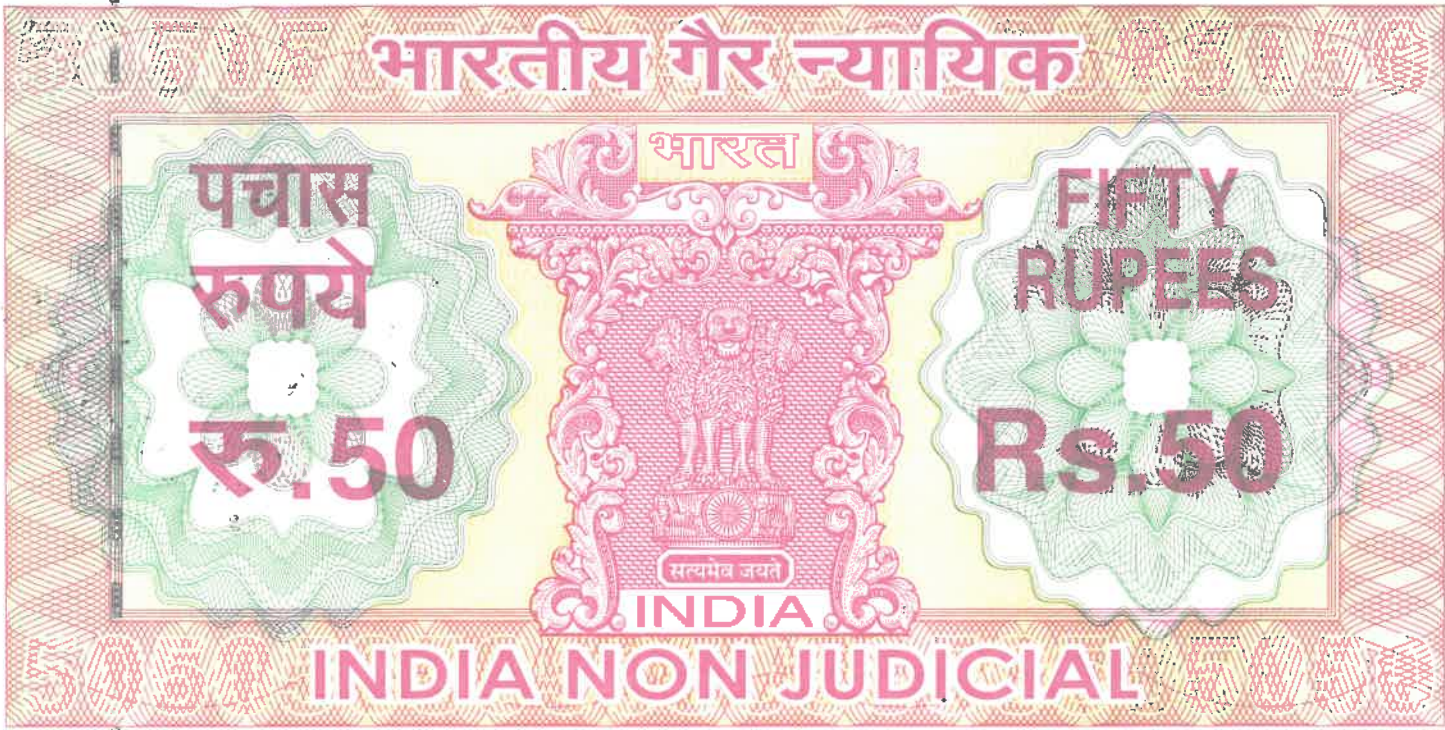


**Prof. B.S. Murty**  
Director  
Indian Institute of Technology Hyderabad  
Date:

Signed for and on behalf of RGUKT, AP



RGUKT, Andhra Pradesh  
Date:



ఆంధ్రప్రదేశ్ రాష్ట్రం ANDHRA PRADESH 24 AUG 2020

S.No. 7926 Date: 24/08/2020 Rs. 50

Issued to Sri: D. Siva Rana Krishna s/o Dsk Sarma; Mangalagiri

For Whom: APSSDC; Tadepalli

AP 152216

*E. Mohana Krishna*  
E. MOHANA KRISHNA  
Licensed Stamp Vendor  
L.No: 07-08-013/2019  
Nowluru, Mangalagiri.

GUNTUR-522 503, Cell: 98667223

This Memorandum of Understanding ("MoU") has been entered at Tadepalli, Guntur District on day 24 of month of September, 2020 by and between

**Andhra Pradesh State Skill Development Corporation (APSSDC)**, a Government Company incorporated under the Companies Act, 2013 having its Corporate Office at 3<sup>rd</sup> Floor, Infosight, Survey No 78/2, Near Pathuru Road Junction, NH 16 Service Road, Tadepalli-522501 Guntur District, AP, India, represented by Managing Director & CEO (hereinafter referred to as "APSSDC" which expression shall, unless repugnant to the context thereof, include its affiliates, associates, successors, assigns) of the FIRST PARTY

AND

**Dalmia Bharat Foundation (DBF)**, a registered not-for profit organization set up under the Indian Trust Act, 1882, having its Registered Office at 11<sup>th</sup> & 12<sup>th</sup> floor, Hansalaya, Barakhamba Road, New Delhi, 110001, India, represented by its CEO (hereinafter referred to as "DBF", which expression shall, unless repugnant to the context thereof, include its affiliates, associates, successors, assigns) of the SECOND PARTY :

AND

**Rajiv Gandhi University of Knowledge Technologies-AP (RGUKT)** an University established by the Govt of Andhra Pradesh and recognized as per Sections 2(f) and 12(B) of UGC Act, 1956 and having Head Office at its RK Valley Campus, Idupulapaya, Vempalli (M), Kadapa District, Andhra Pradesh-516330, (hereinafter referred to as "RGUKT"), represented by its Vice Chancellor / Registrar / Director, CETLS, which expression shall unless repugnant to the context thereof, include its affiliates, associated, successors, assigns) of the THIRD PARTY.



Page 1 of 5

**Dalmia Bharat Foundation**

*U*  
**Authorised Signatory**

## WHEREAS

- A APSSDC, DBF and RGUKT have come to an initial mutual understanding to share the responsibilities/ functions related to setting up Centres of Excellence (CoE) in Construction related skills in **RGUKT campuses located RK Valley, Idupulapaya**. The proposed CoE shall be set up to address the vision of the Government of AP for setting up of Skill Colleges and Skills University. Detailed roles and responsibilities of all the parties along with details of courses shall be taken up as part of a separate agreement process in the next phase.
- B The broad terms of co-operation between DBF, APPSSDC and RGUKT shall be governed by this MoU. The Parties shall co-operate with each other and shall, as promptly as is reasonably practical, enter into all relevant agreements, deeds and documents (the '**Definitive Documents**') as may be required to give effect to the actions contemplated in terms of this MoU.

Now therefore, all the parties wish to formalize the initial understanding as mentioned below:

1. All the parties believe that close co-operation between the organisations would be of major benefit to the students/youth to enhance their skills and knowledge.
2. **Infrastructure:** RGUKT shall identify an open land of 5.0 Acres in each of its campuses and permit APSSDC to construct the buildings having a covered area of around 35,000 Square Feet or of such covered area as may be decided between the parties herein, in all four campuses of RGUKT. The buildings include provision of classrooms cum laboratories as per trades' specifications, IT labs, counselling rooms, common class rooms, Centre Head room, separate washroom facilities for boys and girls, drinking water facilities, library, furniture and fixtures, electricity, other related fixtures etc. and all other required facilities which shall form part of the detailed agreement. The details of trades and space requirement shall also form part of the detailed agreement to be signed in next phase.

DBF shall setup the laboratories for practical classes and operate the CoE in Construction Sector in R.K. Valley campus of RGUKT. Setting up CoE shall include procuring the industry relevant lab equipment, installation and commissioning of the lab equipment as per the trades which shall be mutually decided by the parties. The process of procurement and detailed list of equipment to be defined in the definitive documents. All the equipment provided in the labs whether by DBF or by other industry partners shall remain property of DBF.

The operating expenses like electricity/ water/ property tax/internet charges etc., shall be borne by the APSSDC. RGUKT shall allow DBF to do renovation and interiors to establish the labs.

3. **Co-operation:** DBF may bring on board other Industry partners willing to set up labs in construction related skills in the CoE in consultation with both parties.



Page 2 of 5



A handwritten signature in blue ink, consisting of stylized initials and a surname.

4. **Curriculum Design:** DBF shall design and develop courses and curriculum in construction sector as per QP/ NOS in consultation with both parties which may be customized as per industrial requirement for the benefit of the students and unemployed youth of AP.
5. **Short Duration Courses:** DBF shall run the short duration construction related to skill training programs in the CoEs & shall be enrolled as training partner by APSSDC. The training cost as per the common cost norms shall be reimbursed to DBF by APSSDC.
6. **Skill Development Programs:** DBF shall train the students of RGUKT/ other unemployed youth registered with APSSDC in construction sector courses in order to bridge the skill gap and make them industry ready.
7. **Training of Trainers:** DBF shall design and deliver the Training of Trainer Programmes in construction sector (covering pedagogical techniques, technical competencies and classroom administration and management skills) as and when required.
8. **On the Job Training (OJT):** DBF shall facilitate the trained candidates of RGUKT and others for the OJT in the nearby Industries. Placement support including placement tracking shall be provided in the other Companies to the candidates post completion of OJT based on the requirements.
9. **Industrial Training & Visits:** DBF shall arrange Industry specific exposure visits for the trainees from time to time.
10. **Guest Lectures:** DBF shall extend the necessary support to deliver guest lecturers to the students or unemployed youth registered with APSSDC on the technology trends and in-house requirements.
11. **Faculty Development Programs:** DBF shall arrange the training programme for its trainers for imparting training as per the industrial requirement considering the National Occupational Standards in construction sector, if available.
12. **Utilization:** For effective utilization of the facility, APSSDC and DBF shall permit RGUKT to use the laboratories of CoEs by its faculty and students when there are no programs scheduled by APSSDC.
13. **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 MoU, without obtaining



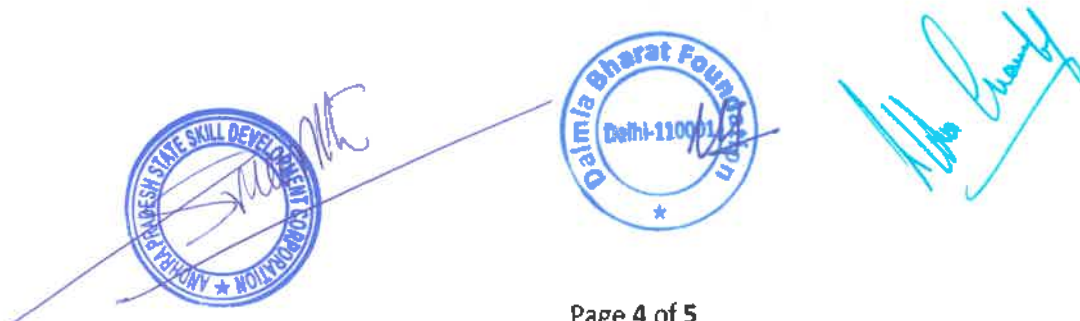
A handwritten signature in blue ink, appearing to be "M. S. Daimio".



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.

14. **Governing Law and Jurisdiction:** This MoU shall be governed and construed in accordance with the laws of India.
15. **Modification, Amendment, Supplement, and Waiver:** No modification, amendment, supplement to or waiver of this MoU 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 MoU to enforce at any time any of the provisions of this MoU 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 MoU.
16. **Duration:** The duration of this MoU shall be for a period of **Ten** years from the date of signing. The parties shall have an option to renew this MoU for further period by written consent of the parties.
17. **Termination:** Parties may terminate this MoU by giving three-months prior written notice delivered to the other party.
18. **Assignment:** Neither party shall, without the other's prior written consent assign, change, charge or otherwise transfer or delegate or share the rights, obligations or any provision of this Engagement to any other person.

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



The image shows two blue circular stamps and two handwritten signatures in blue ink. The stamp on the left is for 'AMITY BROADBAND STATE SKILL DEVELOPMENT CORPORATION' with a star and the Hindi text 'आमिटी ब्रोडबैंड स्टेट स्किल डेवलपमेंट कॉर्पोरेशन'. The stamp in the middle is for 'Daimla Bharat Foundation' with 'Delhi-110001' and a star. The signature on the right is a cursive signature.

In witness whereof, the parties have set their respective hands and seals to these presents through their duly authorized representatives on the date first above written.

**For Andhra Pradesh State Skill Development Corporation**

**For Dalmia Bharat Foundation**

Dr. ArjaSrikanth, IRTS  
Spl. Secretary to Govt. of  
MD&CEO, APSSDC



Mr. Vishal Bhardwaj  
CEO, Dalmia Bharat Foundation

**Dalmia Bharat Foundation**

*Vishal*  
**Authorized Signatory**

**For Rajiv Gandhi University of Knowledge Technologies - AP**

A handwritten signature in blue ink, appearing to be "K. Hemachandra Reddy", written over a light blue rectangular stamp.

Prof. K. Hemachandra Reddy  
Vice-Chancellor (FAC)  
RGUKT



ఆంధ్రప్రదేశ్ ఆంధ్ర ప్రదేశ్ ANDHRA PRADESH

CU 586174

Date : 11/4/23 Rs: 100.00  
Sl.No : 36  
Sold to : RGUKT  
For Whom: ANDHRA PRADESH

Ex-Officio Stamp Vendor  
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Krishna Dist., A.P.  
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Date: 12.04.2023



## MEMORANDUM OF UNDERSTANDING

BETWEEN

**RAJIV GANDHI UNIVERSITY OF KNOWLEDGE TECHNOLOGIES**

AND

**INDIAN SCHOOL OF BUSINESS**

*This Memorandum of Understanding (MoU) must be mutually signed by both the parties*

**Rajiv Gandhi University of Knowledge Technologies (PAN No. AAALR0305H) having its registered office at RK Valley Campus, Idupulapaya (Village), Kadapa, Andhra Pradesh - 516330 will hereafter be referred as RGUKT, which expression**

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unless it be repugnant to the context or meaning thereof shall mean and include its successors and assigns as **First Party to this MoU**.

**And**

**Indian School of Business** having Registered Office at Indian School of Business, Gachibowli, Hyderabad, 500 111 (hereafter referred to as "ISB"), which expression unless it be repugnant to the context or meaning thereof shall mean and include its successors and assigns) as the **Second Party of this MoU**.

Both together hereafter singularly referred to as "the Party" and collectively referred to as "the Parties".

- A. **The First Party - RGUKT** was formed in 2008 by AP government with 3 campuses through Act of the Legislature as a full-fledged university which would initially admit approximately the top 1% of the rural students into the three residential campuses located at RK Valley, Basara and Nuzvid. The top 1% of rural graduates is around 6,000 to 7,000 per year. The first batch of tenth class graduates was admitted into the six year integrated B.Tech program in August of 2008. The initial selection was based on the 'Mandal Best' model wherein students securing the top marks in SSC examination in every mandal were selected.
- B. **The Second Party - ISB**, is a top-ranked global B-school offering world-class management education with many firsts to its credit – the youngest school ever to consistently rank among the top global MBA programmes, the first South Asian B-school to receive the international AACSB accreditation, and one among the largest providers of Executive Education in Asia, and the most research productive Indian Management Institution.
- C. **Both the Parties** have decided to collaborate to offer skilling programmes with a joint certification issued to the learners on successful completion based on the suggested terms & conditions stated in this scope of work. In addition to the skilling programmes, both parties have also decided to collaborate on training RGUKT faculty, impact assessment studies, and a public policy programme leveraging the resources of both parties.

**NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL COVENANTS HEREIN CONTAINED, THE PARTIES HEREBY AGREE AS FOLLOWS:**

This MOU defines the development and implementation of skilling programmes on Social and Emotional Learning for students at RGUKT and provides a platform for ISB to conduct impact assessment studies leveraging the resources available at RGUKT. ISB has designed these interventions as detailed in the below sections. These programmes would be delivered through ISBx, a division of Digital Learning, ISB.

#### **1. PROGRAMME DETAILS**

ISB will develop and deliver the curriculum of the skilling programme – **The Social and Emotional Learning Programme**, through a mix of asynchronous recorded sessions by

ISB faculty and Industry Experts and deploy these programmes in Learning Management System (hereby referred to as LMS).

- **Social and Emotional Learning Programme:** A 60-hour asynchronous learning Social and Emotional Learning Programme is targeted at students and emphasises social and emotional skills to the same degree as other subjects. This course will seek to enhance the effectiveness of interpersonal interactions of individuals and empower them with the skills required to work effectively, including addressing different challenges.

## 2. JOINT CERTIFICATION

- 2.1 Upon successful completion of the Social & Emotional Learning Programme, the learners would be awarded a joint certificate by Digital learning, ISB and RGUKT. Such certifications will allow learners to showcase their skills on various platforms.
- 2.2 The certificate will be designed to reflect the successful completion of the course as recognised by ISBx and RGUKT.

## 3. TERMS OF THE AGREEMENT

- 3.1 The AGREEMENT shall be effective from the date of execution of this MoU. It shall remain in force for a period of **5 years** unless terminated earlier in accordance with the provision of this AGREEMENT.

## DELIVERABLES & REPORTING

### 4.1 Deliverables By ISB

#### 4.1.1 Social and Emotional Learning Programme Launch:

ISB will take three months from the signing of this agreement to design and deliver the Social and Emotional Learning Programmes. All content delivery would be online asynchronous and through Learning Management System (LMS) designed and maintained by ISB.

The learners can access the programmes through Learning Management System (LMS). LMS will host all the pre-reading material, Video content of all courses, Assessments and post-reading material. Access to the course shall be granted only once the entire amount of INR5000/learner is received by ISB.

ISB will share reports on enrolments and certifications every month with RGUKT.

#### 4.1.2 Faculty Training:

- ISB will provide training to RGUKT faculty either online or offline, as per feasibility on a chargeable basis.

#### 4.1.3 Joint Impact Assessment Study:

- ISB and RGUKT will explore future impact assessments study leveraging the available resources of RGUKT and the experience of the ISB faculty.

- The schedule of such impact assessments will be provided separately as an addendum to this MoU.

#### 4.2 Deliverables by RGUKT:

- RGUKT will offer the Social and Emotional Learning programme to students in Year 1, Year 2, Year 3 across all campuses, starting 2023, in a phased manner.
- RGUKT will attempt to incorporate the said programme within its curriculum as an elective.
- The programme will be a part of the curricula for a minimum period of five years from the date of inclusion in the curricula for the first time.
- RGUKT is to provide the details of the students to whom the LMS access has to be provided, subject to clause 5 of this agreement.
- The programme will benefit 15,000 students across all RGUKT campuses in a phased manner
- RGUKT will play a vital role in marketing and disseminating information about the Social and Emotional Programme to its students.

#### 5.FEES AND PAYMENT TERMS

##### 5.1 Fees:

ISB will charge a fee of **INR.7.5 crores (INR Seven crores fifty lakhs) plus taxes** as applicable. This is towards training 15,000 students over 4 years at the rate of Rs.5,000 plus taxes per student.

- 2.1. The fee includes enrolment, training and certification fees. Learners would be certified only upon successful completion of the programme.
- 2.2. Each year, starting 2023, RGUKT will be required to pay ISB as per schedule outlined in the table below.
- 2.3. For any enrolment in addition to the schedule below, RGUKT will collect the amount from learners as they enroll and remit the amount to ISB. In this regard, ISB will raise an invoice against RGUKT for the requisite amount monthly and RGUKT will remit the same as under 5.2.c.
- 2.4. Access to the course would be provided only once ISB receives the entire amount of INR5000/- per learner.
- 2.5. The fee shall be charged in the following phased manner:

Year	#of students per institute	Number of institutes	Total number of students	Charge per student (in.Rs./-)	Payable by RGUKT at the start of the year (in Rs./-)
1	250	4	1000	5000	50,00,000
2	500	4	2000	5000	1,00,00,000
3	1000	4	4000	5000	2,00,00,000
4	2000	4	8000	5000	4,00,00,000
Total	3750		15000		7,50,00,000 *

\* This is the minimum number and actual could be more as the programme is initiated.

## 5.2 Payment Terms:

a) ISB will raise the invoice to RGUKT for the first year (2023) within 60 days of signing the MoU for an amount of INR 50,00,000/- [Indian Rupees Fifty lakhs only].

3. For the subsequent years, ISB will raise an invoice at the start of every academic year for the entire amount payable by RGUKT that year.
4. RGUKT will pay the invoices within 30 days from the date of invoice.
5. Regarding the amount paid by the additional learners, RGUKT will collect from it from the learners and remit the amount to ISB. In this regard, ISB will raise an invoice against RGUKT for the requisite amount on a monthly basis and RGUKT will remit the same as under 5.2.c.

## 6. PROMOTION, BRANDING & PUBLISHING

6.1. It is agreed and understood that all press releases or other public communications of any sort relating to this Agreement, or the transactions contemplated between the Parties, including the method of release of the publication, other than the announcement herein, shall be subject to the mutual approval of ISB & RGUKT.

6.2. The Parties shall own their respective creations, trademarks, copyrights, and other intellectual property rights. To the extent, this Agreement envisages permitted use of each other's logo, mark or name, the Party to which such logo, mark, or name as per the Brand guidelines of each party. The Parties will take the written consent of the other Party before using the other Party's name, logo, or mark limited to activities under this agreement.

6.3. Before any publication is made, the written approval of the other Party shall be obtained.

d) RGUKT agrees that this said arrangement and the name of Indian School of Business will not be used for promotional and branding purposes of any kind.

## 7. OBLIGATION OF THE PARTIES

7.1. The Parties agree to display ISB and RGUKT logos on its resource materials, annual report(s), newsletters, and website. To this extent, both Parties shall ensure that the intellectual property rights of each other are not used for any unauthorised purposes.

7.2. ISB will design all the necessary survey instruments (baseline and two impact surveys) on a timely basis.

7.3. ISB will test and host the required baseline and impact surveys for all participating learners through the learning portal.

- 7.4. ISB to share all the data corresponding to the learners' demographics, learning and performance statistics, and their responses to the baseline and impact surveys.
- 7.5. RGUKT and ISB will exercise reasonable skill, care, and diligence in the performance of the AGREEMENT.

## 8. TERMINATION

- 8.1. Each Party has the right to terminate this AGREEMENT by giving 1 Month's advance notice to the other Party or on a mutually agreeable basis. ISB may terminate this Agreement by giving 1 month's notice in writing to RGUKT and vice versa. In such event, RGUKT shall make all payments to ISB for the registered enrollments and certificates as per the LMS until the date of the termination notice.
- 8.2. On termination of the Agreement by RGUKT, ISB shall ensure that all the enrolment fees amount disbursed by RGUKT till such date shall be duly utilised in accordance with the terms of this Agreement till and including the date of conclusion of the notice period. ISB will be discharged from its responsibilities only on completion of its obligations, as mentioned in this agreement.

Without prejudice to the foregoing, steps shall be taken to ensure that the termination of this Agreement will not compromise or discriminate against any of the activities undertaken. In the event of termination by ISB, ISB will not disburse back the enrolment fees amount already utilised.

## 9. INDEMNITY

The parties hereby agree to indemnify and hold each other, its directors, employees, and other officers harmless at all times from any loss, claim, prejudice, damage, costs, taxes, duties, penalties, interest thereon or expenses of any kind, including reasonable attorney's fees and legal charges to which the other party may be subjected:

- 9.1. by virtue of a breach of this Agreement and Schedules therein
- 9.2. by virtue of a breach of the representations and warranties made by the Parties
- 9.3. by virtue of any contravention and/or non-compliance on the part of the Parties with any laws, ordinance, regulations, and codes as may be applicable from time to time
- 9.4. on account of any act of negligence, fraud, misfeasance, or misuse of funds, and undertakes to compensate the other party fully
- 9.5. on account of any damages, claims, and future liability arising out of the execution of the Project and any other related claims including but not limited to matters such as construction quality, compliance with government approvals, manpower hired by them, compliance with applicable laws including labour laws, safety, etc.



## 10. OTHER TERMS & CONDITIONS

- 10.1. Amendment:** The AGREEMENT shall be amended only by written mutual consent of both the Parties to the AGREEMENT
- 10.2. No relationship:** Nothing in this AGREEMENT shall constitute or be deemed to constitute a partnership between the Parties, not render the other the agent of the other for any purpose whatsoever. Neither Party shall have the right or authority to assume, create or have the power to bind the other Party to contract or create any liability or obligation, express or implied, against, in the name of, or on behalf of another party
- 10.3. Force Majeure:** A party shall be excused from performing its obligations under this AGREEMENT to the extent its performance is delayed or prevented by a Force Majeure Event. For the purposes of this clause, "Force Majeure Event" means circumstances beyond a Party's reasonable control, including but not limited to change in government policy, fire, flood, epidemic, the act of God, war, and riot. In case the Force Majeure Event continues for a period exceeding thirty (30) days, either Party shall have the right to terminate this AGREEMENT with immediate effect.
- 10.4. Notices:** All notices, reports and receipts shall be in writing and shall be deemed duly given on (i) the date of personal or courier delivery; (ii) the date of transmission by telecopy or other electronic transmission service, provided a confirmation copy is also sent no later than the next business day as in (i), or confirmation of receipt is received, or (iii) the date of receipt by any other means of delivery.

The address for service of notice to the respective Parties is as given below:

**Deputy Dean,  
Executive Education & Digital Learning  
Indian School of Business  
Gachibowli, Hyderabad – 500 111**

**Vice Chancellor  
Rajiv Gandhi University of Knowledge Technologies-AP,  
RK Valley Campus, Idupulapaya (Village),  
Kadapa District,  
Andhra Pradesh – 516330**

Either party may change its mailing address by written notice to the other Parties in accordance with this paragraph. The parties may also later decide upon sharing each other's email ID for such notices etc.

## 11. COMPLIANCE & REGULATIONS

The parties represent and warrant they currently comply with all applicable domestic for foreign anti-bribery or anti-corruption laws, including those prohibiting the

bribery of Government Officials, and will remain in compliance with all applicable laws; that It will not authorize, offer or make payments directly or indirectly to any Government Official; and that no part of the payments received (whether compensation or otherwise) from each other will be used for any purpose that could constitute a violation of any applicable laws.

## **12. CONFIDENTIALITY**

- 12.1.** The Parties shall keep all data or information disclosed by each other in connection with this Agreement, confidential, use it only for the purpose of this Project, protect it from unauthorized use, reproduction, access and damage or destruction and employ the same degree of care as it would employ to protect its own confidential information. Under such an eventuality wherein the information is required to be shared with statutory bodies, each of the party must intimate to the other party of such disclosure at least 5 days before submitting the information to the statutory bodies.
- 12.2.** The Parties shall not during or after the termination of the AGREEMENT disclose to any third party any confidential information arising from the AGREEMENT (other than in the proper of their duties hereunder or as may be required by a court or arbitration panel of competent jurisdiction) except with the prior written permission from the other party.
- 12.3.** For the purposes of this clause "Confidential Information" shall mean information relating to proprietary, technological, economic, financial, legal, administrative business or technical matters of both Parties.

## **13. GOVERNING LAW & JURISDICTION**

This Agreement shall be governed by and constructed in accordance with the laws of India, without giving effect to its choice of laws rules shall be submitted to the exclusive jurisdiction of the courts of Hyderabad, Telangana, India.

## **14. DISPUTE RESOLUTION**

The Parties shall resolve any dispute amicably and if any dispute remains unresolved then it shall be settled by arbitration, by a single arbitrator to be appointed by the Parties. The venue of arbitration shall be in Hyderabad. The arbitration shall be conducted under the provisions of the Indian Arbitration and Conciliation Act, 1996 or any statutory modification of re-enactment thereof for the time being in force and the award of such Arbitrator shall be final and binding upon the Parties hereto.

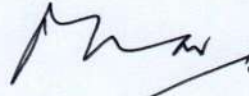
**IN WITNESS WHEREOF**, the duly authorized representatives of the Parties have caused this Agreement to be executed on the date first written above:

**For & On behalf of**  
**Indian School of Business**



**Professor Deepa Mani**  
Deputy Dean  
Executive Education & Digital Learning  
Indian School of Business

**For & On behalf of**  
**RGUKT**




**Professor M Vijaya Kumar**  
Vice Chancellor (i/c)  
RGUKT  
*Vice Chancellor*  
Gandhi University of Knowledge Technologies  
Office at RGUKT Nuzvid Campus, Nuzvid,  
Euru District, Andhra Pradesh - 521202

**Witnesses:**



**Anuj Batra**  
Sr. Director - Digital Learning  
Indian School of Business

  
12/04/2023

**Prof KC Reddy**  
Chancellor  
RGUKT

## ANNEXURE - 1

### **Social and Emotional Learning Programme**

**Programme Introduction:** The Social and Emotional Learning Programme is a compelling educational strategy that fosters social and emotional skills within a school's curricula and emphasizes social and emotional skills to the same degree as other subjects. It involves a blend of skills essential for self-awareness, managing interpersonal relationships, being emotionally intelligent, building effective communications, addressing conflicts and responsible decision making. For any change in approach to occur, a behaviour change must happen. Some skills are in-built, and some must be imbibed. Together, these skills allow students to perform and work well with each other. This programme helps individuals analyse their present behaviour patterns and equips them with new skills required to develop new habits and eventually attain better results.

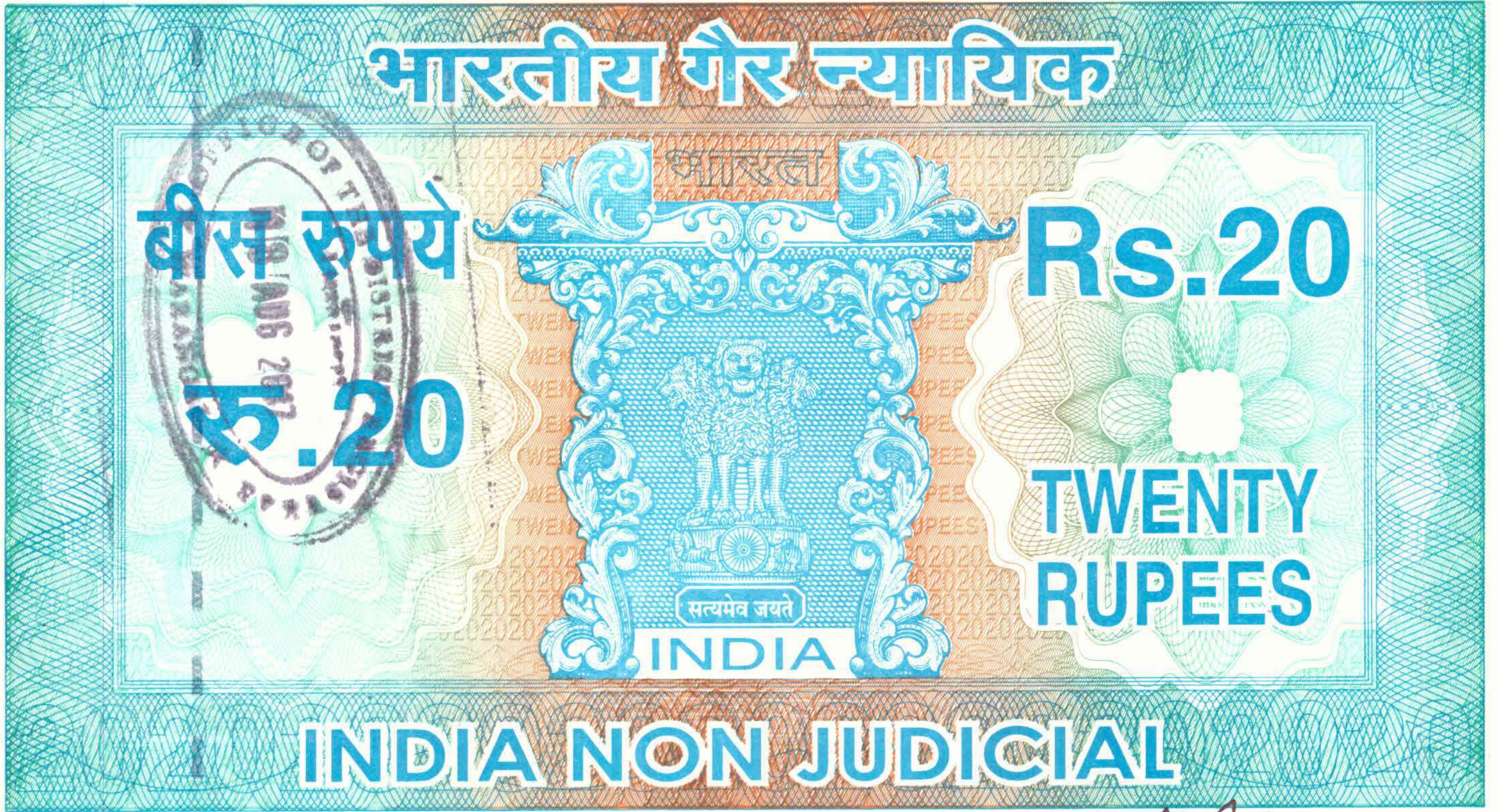
**Programme Details:** This programme is divided into three categories mentioned below:

1. Working on Self:
  - a. Building Self Awareness
  - b. Inculcating Growth Mindset
  - c. Critical Thinking
2. Communication
  - a. Presentation and Public Speaking
  - b. Effective Verbal and non-verbal Communication
  - c. Art of Storytelling
3. Working with Others
  - a. Art of Networking
  - b. Building your Personal Brand
  - c. Working Effectively in Teams

**Programme Summary:** A 60-hour asynchronous learning programme is targeted specifically at students from RGUKT. The courses will seek to enhance the effectiveness of interpersonal interactions of individuals and empower them with skills required to work effectively, including addressing different challenges.

**Programme Mode of Delivery:** This self-paced programme consists of 60 hours of learner's time through a combination of asynchronous learning modules deployed in the Learning Management System (LMS), reading materials, quizzes and assignments.

###



తెలంగాణ తెలంగాణా TELANGANA  
Sl.No 9109, Dated: 27-08-2018, Rs.20/-  
Sold to: N.V Ramana Rao, S/o. NVL Narayana Rao  
R/o. NIT Warangal  
For Whom: Self

A.S.N  
13AA 228954  
A. SUSMITHA  
Licentiate Stamp Seller  
L.No:21-11-11-0900017  
#1-8-611, 11-11-0900017, 11-0900017  
Beside Mangalamma Temple, Warangal, Andhra Pradesh  
Warangal-506001, Cell No:98492385605



MEMORANDUM OF UNDERSTANDING

BETWEEN

NATIONAL INSTITUTE OF TECHNOLOGY WARANGAL

AND

RGV GANDHI UNIVERSITY OF KNOWLEDGE TECHNOLOGIES

N.V. 26/10

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26/10/18

This memorandum of understanding entered into on **26<sup>th</sup> October 2018** between National Institute of Technology Warangal 506004, Telangana, an autonomous institute under Ministry of Human Resource development (MHRD), Government of India with its registered office at Warangal 506004, Telangana (hereafter referred to a NITW) of the first part

AND

Rajiv Gandhi University of Knowledge Technologies, Andhra Pradesh, University established by Act 18 of Government of Andhra Pradesh in the year of 2008 with its registered office located at, Kunchanpalli, Guntur, Andhra Pradesh (here after referred to RGUKT-AP) of the second part.

## **1.0 INTRODUCTION**


In order to facilitate collaborative research work, to establish academic and scientific relationships, to promote joint research activities, to extend mutual support in Postgraduate and Doctoral programme, NITW and RGUKT-AP agree to establish this Memorandum of Understanding (MOU).

## **2.0 PREAMBLE**

NITW has been recognized as Institute of National Importance by the Government of India. Formerly NITW was well known as Regional Engineering College (REC), Warangal first of its kind institutes established in 1959. In 2002, the College was renamed as National Institute of Technology Warangal and in 2007 it has been given the status of Institute of National Importance. NITW offers graduate, post graduate and doctoral programmes in different disciplines, contributing to the nation by developing qualified human resources.

RGUKT-AP is a State University founded by an act of the Legislature by the then Andhra Pradesh Government in the year of 2008. The primary objective of establishing RGUKT-AP is to provide high quality education to the meritorious rural youth of Andhra Pradesh. Top 1% of rural S.S.C. passed students are given opportunity to complete 6 years integrated programme which includes pre-university course (PUC) followed by 4

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years B.Tech degree in six engineering disciplines (Chemical Engineering, Civil Engineering, Computer Science and Engineering, Electronics and Communications Engineering, Mechanical Engineering and Metallurgical and Materials Engineering). RGUKT-AP has four constituent institutions (IIIT Nuzvid, IIIT R.K Vally, IIIT Srikakulam and IIIT Ongole) with state of the art IT infrastructure to support ICT based teaching and learning. Learning environment enriched with e-class rooms with state of the art laboratories on par with national premier institutes. "Learning by doing" is the principle behind the pedagogy followed at RGUKT-AP campuses. Majority of the faculty members are post graduates from national premier institutes such as NITs, IITs and Central Universities.

### **3.0: THE SCOPE OF MOU**

The scope of the collaboration in academic and research activities in this MOU include the following categories

- 1.1 Academic and research collaborations in the mutually interested areas
- 1.2 Academic interactions and support leading to higher qualifications
- 1.3 Exchange of academic and scientific information
- 1.4 Exchange of students and faculty

### **4.0: ACADEMIC AND RESEARCH COLLABORATIONS IN THE MUTUALLY INTERESTED AREAS**

- a) Faculty from NITW and RGUKT-AP can engage in collaborative research work, support and help each other in carrying research projects.
- b) Joint project proposals can be developed by the faculty members from NITW and RGUKT-AP to submit to funding agencies such as DST, DBT, UGC, AICTE, NRB, DRDO, etc.
- c) Any intellectual property rights (IPR) in connection with the joint projects shall belong to both the institutions.
- d) The visible output in the form of conference proceedings, journal publications and book chapters which resulted from the collaborative research work, joint projects and research work that leads to Ph.D. degree, shall belong to the faculty members and

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credentials shall be given to them who involved and executed the work as per the research and publishing ethics.

- e) The research facilities at NITW can be utilized by the students and faculty of RGUKT-AP as per institute norms with applicable fee. Similarly, the research facilities at RGUKT-AP campuses can be utilized by the students and faculty of NITW as per university norms with applicable fee.

#### **5.0: ACADEMIC INTERACTIONS AND SUPPORT LEADING TO HIGHER QUALIFICATIONS**

- a) As RGUKT-AP is newly established university and unable to offer Ph.D. programme on its own and majority of faculty members in RGUKT-AP are postgraduates from premier institutes such as IITs, NITs and Central Universities, NITW shall give opportunity to faculty members of RGUKT-AP to register for Ph.D. on part-time/external mode subject to their meeting the admission criteria and based on interview performance.
- b) The faculty can complete the required courses by self-study and can appear for the examinations. RGUKT-AP shall grant permission to the faculty members who register Ph.D at NITW to write those examinations.
- c) If a faculty member of RGUKT-AP registers for Ph.D. degree at NITW, he shall have one guide at RGUKT-AP and one guide at NITW.
- d) A faculty member at RGUKT-AP who is eligible to guide Ph.D. scholars can act as internal guide.
- e) If guide is not available in the parent department from RGUKT-AP or NITW in the proposed research area, eligible faculty who belongs to allied departments can act as one of the guides. However, in such cases, one guide must be from the parent department either at RGUKT-AP or NITW.
- f) The remaining Ph.D. guidelines, rules and regulations as per the NITW shall be followed.
- g) The instruments, equipment and other research facilities at NITW can be utilized by the faculty members for their Ph.D. work as per institute norms with applicable fee.

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## 6.0: EXCHANGE OF ACADEMIC AND SCIENTIFIC INFORMATION

- a) NITW and RGUKT-AP can support and help each other in the academic programmes by conducting joint workshop, conferences, seminars, by arranging short visits, guest lectures and training programmes for the faculty faculty members and students.
- b) Faculty shall share articles, publications, scientific information, patents information etc for their academic needs and not for commercial purposes on mutual consent and case to case to basis with regard to revenue sharing and expenditure.

## 7.0: EXCHANGE OF STUDENTS AND FACULTY

- a) Students of RGUKT-AP campuses can visit NITW for 2-3 months to do summer internship work under the guidance of the NITW faculty based on the availability. Students of NITW can visit RGUKT-AP campuses for their internships/mini-projects/projects under the guidance of RGUKT-AP faculty.
- b) Students of RGUKT-AP and NITW can do 4<sup>th</sup> year project work based on the mutual interest under the joint guidance of the faculty members from RGUKT-AP and NITW.
- c) Faculty from NITW can visit RGUKT-AP to teach a part of any course of B.Tech programme with prior permission from NITW. Emoluments shall be paid to the faculty as per the RGUKT-AP norms.
- d) Faculty from RGUKT-AP can visit NITW to teach a part of any course with prior permission from RGUKT-AP. Emoluments shall be paid to the faculty as per the RGUKT-AP norms.

## 8.0: MOU MODALITIES

- a) This MOU shall be effective immediately as soon agreed and signed by the both parties.
- b) Any party may terminate this MOU by giving a written notice of termination at least 6 months in advance.

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- c) In the event of termination of MOU, for whatever the reason, both parties agree to complete the committed joint projects, joint conferences, Ph.D. guidance etc. during the notice period

#### **9.0: MOU MODIFICATION OR AMENDMENT**


- a) Any article or clause of this MOU can be removed or modified or any amendment can be included with the combined agreement from RGUKT-AP and NITW.
- b) This MOU can be reviewed and revised by both parties at any point of time if required on mutual agreement.

#### **10.0: SEPARATE AGREEMENTS**

Each activity mentioned in this MOU is governed by terms and conditions agreed by both parties. If required, both parties can have an additional case specific agreement by negotiation and mutual agreement by signing a separate agreement or by amending a clause to the existing MOU.

#### **11.0: ARBITRATION**

- a) If any dispute arises from the agreement, the appropriate authorities from RGUKT-AP and NITW can discuss and resolve the dispute in good faith
- b) If any dispute, issue or controversy arises from this agreement is not resolved with discussions and mutual understanding within 3 months, an arbitrator can be appointed by mutual consent to solve the issue as per the governing Indian laws.

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**12.0: GENERAL**

- 9.1 All activities developed under this MOU shall respect and uphold the corresponding norms, traditions, rules and regulations of collaborating parties.
- 9.2 The parties hereby agree to execute the MOU within the aforementioned scope of MOU.

Signed: N.V. 26/10

Signed: [Signature] 26/10/18

**Prof. N.V. Ramana Rao**  
Director,  
National Institute of Technology,  
Warangal, India  
निदेशक  
राष्ट्रीय प्रौद्योगिकी संस्थान, वरंगल  
Director  
National Institute of Technology, Warangal

**Prof. V. Ramachandra Raju**  
Vice Chancellor,  
Rajiv Gandhi University of Knowledge  
Technologies (RGUKT-AP)  
Prof. V.RAMACHANDRA RAJU  
Vice Chancellor  
Rajiv Gandhi University of Knowledge Technologies (RGUKT-A.P.)  
Flat No. 202, Second Floor, NRI Block (C), Sri Mahendra Enclave,  
Opp: SBI, Highway Towers backside, Tadepalli, Guntur Dist - 522 501



**Witnesses from NIT Warangal**

1. [Signature] 26/10/18  
(Prof. L. ANDANEYULU)  
Prof. in charge, MoUs
2. [Signature]  
(S. GOVERDHAN RAO)  
REGISTRAR

**Witnesses from RGUKT-AP**

1. [Signature] 26/10/18  
(Dr. Amarendra Kumar S.)  
Director (i/c), IIT RAVALLEY
2. [Signature] 26/10/18  
(Dr. SSSU Gopala Rao)  
Coordinator, IQAC, RGUKT



**RAJIV GANDHI UNIVERSITY OF KNOWLEDGE  
TECHNOLOGIES, ANDHRA PRADESH**

and

**Indian Institute of Technology Hyderabad**



## **MEMORANDUM OF UNDERSTANDING (MoU)**

This MoU is entered into on the \_\_\_\_\_ day of \_\_\_\_\_, 2021 by and between Rajiv Gandhi University of Knowledge Technologies (RGUKT), Andhra Pradesh hereafter referred to as RGUKT established by Act 18 of Government of Andhra Pradesh in the year 2008 with its registered Head Office located at RK Valley (Idupulapaya), Y S R District, Andhra Pradesh.

and

Indian Institute of Technology Hyderabad (hereinafter called IITH) situated at Kandi, Sangareddy, Telangana - 502284, an Institute of National importance established under Institutes of Technology Act, 1961 as amended from time to time.

The aforesaid institutions are here in after referred to individually as institute and collectively as institutes.

### **1.0 Introduction:**

IIT Hyderabad and RGUKT agree to establish this Memorandum of Understanding (MoU) to facilitate collaborative research work, to establish academic and scientific relationship, to promote joint research activities and to extend mutual support in Post-Graduate and Doctorate programmes.

### **2.0 Preamble:**

IIT Hyderabad is situated at Kandi, Sangareddy, Telangana - 502284, an Institute of National importance established under Institutes of Technology Act, 1961 as amended from time to time.

RGUKT is a State University established by an Act of legislature by the then Andhra Pradesh Government in the year 2008. The primary objective of establishing RGUKT is to provide high quality education to the meritorious rural youth of Andhra Pradesh. Top 1% of rural S.S.C passed students are given opportunity to complete 6-year integrated programme which includes Pre-University Course (PUC) followed by 4-year BTech programme in six engineering disciplines (Chemical Engineering, Computer Science and Engineering, Electronics and Communications Engineering, Mechanical Engineering, Civil Engineering and Metallurgical & Materials Engineering). RGUKT, Andhra Pradesh has four constituent

institutes located at Nuzvid, R.K. Valley, Srikakulam and Ongole with state of art infrastructure to support ICT based teaching and learning. Learning environment is enriched with e-class rooms and state of art laboratories on par with national premier institutes. “Learning by Doing” is the basic pedagogy followed by RGUKT, A.P. campuses. Majority of the faculty members are post-graduates from national premier institutes such as IITs, NITs and Central Universities.

### **3.0 The Scope of the MoU:**

The Scope of Collaboration in Academic and Research activities in the MoU include the following categories

- 3.1 Technical areas of collaborations
- 3.2 Academic interactions and support.
- 3.3 Exchange of students and faculty members
- 3.4 Promotion of Research/ Continuing education activities between institutions.

### **4.0 Technical Areas of Collaboration:**

- a) Continuing Quality improvement programmes to improve quality of teaching staff at RGUKT through Doctoral programmes, short-term/long-term certificate courses, orientation and refresher programs, etc. at IIT Hyderabad, based on the consent of the concerned faculty. Faculty members of IIT Hyderabad may also visit RGUKT campus to provide necessary guidance.
- b) Provide academic interaction by delivering Special Lectures at RGUKT campuses on topics of relevance to modern Industry.
- c) Provide necessary advice in organizing Workshops/Conferences and Personality Development Programmes for enhancement of skills in respect of Faculty, Staff and Students of RGUKT.
- d) Provide necessary advice for establishment of Single Board Computer Lab, establishment of video satellite link and assistance in development of E-classrooms, Laboratories, Curriculum, Training & Placement, and Library, etc. at RGUKT campuses.
- e) Usage of academic infrastructure of IIT Hyderabad for RGUKT students and faculty members, with usage charges, wherever application.
- f) To facilitate the training for Teachers and Post-Graduate students
- g) Guidance for enhancement in infrastructural development of RGUKT campuses.

### **5.0 Exchange of Students and Faculty members**

- a) Students of RGUKT campuses can visit IIT Hyderabad for long term and short-term internships under the guidance of IIT Hyderabad faculty based on the availability.
- b) Students of RGUKT can do 4th year project work in areas based on mutual interest under the joint guidance of the faculty members of RGUKT and IIT Hyderabad.

- c) Faculty members from IIT Hyderabad can visit RGUKT campuses to teach part/modules of any course of BTech programme. Honorarium shall be paid to the IIT faculty as per the RGUKT norms.

#### **6.0 Proposed Modes of Collaboration:**

IIT Hyderabad and RGUKT propose to collaborate through the following:

- a) Cooperation and promotion of education, training and research in areas of mutual interest.
- b) Any other appropriate mode of interaction agreed upon between IIT Hyderabad and RGUKT.

A specific plan will be worked out by the institutes depending upon availability of resources and separate specific agreement will be entered into for each activity.

#### **7.0 Terms and Conditions:**

- a) The cost of establishment of any Research lab at any of RGUKT campuses shall be borne by itself.
- b) For the visits related to advice and consultancy, travel and other expenses of IIT Hyderabad faculty members & staff shall be reimbursed by RGUKT on mutually agreed terms.
- c) The faculty members and students of RGUKT may use the library facility of IIT Hyderabad for short visits.
- d) Usage of IIT Hyderabad academic infrastructure may be allowed for limited period subject to its availability and with approval from the Head of the facility/department and Institute norms. The applicable charges, if any, towards equipment utilization and consumables shall be borne by RGUKT.
- e) Both institutes agree to help, identify and invite the faculty members and researchers from the other institutes to participate in conferences, workshops and short-term courses.
- f) This MoU may be amended, renewed and terminated by mutual written agreement of both the institutes at any time
- g) Either Institute shall have the right to terminate this MoU upon 60 days prior written notice to the other Institute.

#### **8.0 Confidentiality:**

- a) The IIT Hyderabad and the RGUKT agree to hold in confidence all information/data designated by the institutes as being confidential which is obtained from either institute or created during the performance of the MoU and will not disclose the same to any third party without written consent of the other institute.
- b) The above confidential clause under this MoU excludes the information/date possessed by either institute before entering into this MoU or independently

developed and/or information already available through public domain.

**9.0 Duration of MoU:**

- a) This MoU may be amended, renewed and terminated by mutual written agreement of the institutes at any time.
- b) Either Institute shall have the right to terminate this MoU upon 60 days prior written notice to the other Institute.
- c) This MoU, unless extended by mutual written consent of the institutes, shall expire in **THREE** years after the effective date specified in the opening paragraph. However, on review, the MoU shall be extended for another three years by mutual consent

**10.0 Coordinators:**

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

**11.0 Intellectual Property Rights:**

The intellectual property rights (IPR) that arise as a result of joint research and collaborative activity under the agreement will be worked out on a case-to-case basis and will be consistent with officially laid down IPR policies of the two organizations.

**12.0 Signed in Duplicate:**

This MoU is executed in duplicate with each copy being an official version and having equal legal validity. By signing below, the institutes, acting by their duly authorized officers, have caused this Memorandum of Understanding to be executed, effective from day and year first above written.

Signed for and on behalf of IIT Hyderabad



**Prof. B.S. Murty**

Director

Indian Institute of Technology Hyderabad

Date:

Signed for and on behalf of RGUKT, AP

RGUKT, Andhra Pradesh

Date:



ఆంధ్రప్రదేశ్ ఆంధ్ర ప్రదేశ్ ANDHRA PRADESH

68AA 717948

S.No. 12930

Date 12-4-2019

Sold to Choppa Gangaiah MEMORANDUM OF UNDERSTANDING

For whom self

Between

Rajiv Gandhi University of Knowledge Technologies  
Andhra Pradesh, India

and

M/s Efftronics Systems Pvt. Ltd, Vijayawada, India

P. Ramachandra Murthy  
Licensed Stamp Vendor  
L.No. 06-30-1051/1976 R.C.No. 05/20/012/2017  
Konarupet, NUZVID - 521 201  
Phone : 9885955006

This memorandum of understanding (hereinafter referred to as "MOU") is entered into on this day 13<sup>th</sup> April of 2019.

Between:

Rajiv Gandhi University of Knowledge Technologies, a State University of higher learning founded in 2008, in Andhra Pradesh (hereinafter referred to as RGUKT), which expression shall unless repugnant to the context, be deemed to include its successors in title, in interest and in right etc., and permitted assigns, represented by its Registrar;

And

M/s Efftronics Systems Pvt. Ltd having its registered office at Brundavan colony Vijayawada, 520010 (hereinafter referred to as "Efftronics"), represented by its CEO.

M/s Efftronics and RGUKT collectively shall be referred to as "The Parties"

Page 1 of 4

CEO, M/s Efftronics Systems Pvt. Ltd.,

  
REGISTRAR, RGUKT



In furtherance of their mutual interest in improvement of employability skills of engineering graduates research in higher education and as a contribution to the social and economic development of the country both the parties mentioned above hereby adopt the following Memorandum of Understanding.

### **Article 1. The Purpose of the Agreement**

Both the parties are committed to the enhancement of employability skills of engineering graduates, educational excellence, collaborative experience, for the graduate students of engineering and technology. **Some of the broad goals of this MOU are:**

1. Develop the academic program in context with technology & business trends being practiced at M/s Efftronics
2. Enhance employability of students through faculty empowerment with innovative methods (teaching and learning) implemented at Efftronics
3. Build a network of learning communities and institutions

### **Article 2. Activities and Services**

Both the parties will undertake the following:

1. Faculty enablement workshops or engagements periodically
2. Seminars, colloquia, symposiums and Conferences
3. Curriculum Development
4. Joint Research, publications and creation of educational assets
5. Extension Activities and disseminating new learning

Exchange of relevant academic materials will be carried out subject to the mutual agreement of the parties. The development and implementation of specific activities based on this MOU will be separately negotiated and agreed between faculties, departments, which carry out the specific projects. Where necessary, a specific plan shall be worked out for each activity setting forth detailed arrangements for collaboration

### **Article 3. Rights on Intellectual Property**

Ownership of any intellectual property including but not limited to confidential information, know – how, patents copyrights, design rights, industrial and intellectual property rights, developed jointly during the course of this MOU shall be vested with both M/s Efftronics and RGUKT. Efftronics can grant usage rights to RGUKT and vice versa on a case to case basis. Any sharing of the information granted to RGUKT outside can be done only with prior written consent from the Efftronics authorize signatories and vice versa.



#### **Article 4. Services and Responsibilities of M/s Efftronics**

**The following are the Services and Responsibilities of M/s Efftronics:**

1. Conduct Efftronics Learning Approach programs for master trainers, who in turn train the faculty & students of RGUKT.
2. Provide learning material.
3. Extending support to the faculty, by providing accesses to meet and discuss with the resource persons/faculty of M/s Efftronics.
4. Create career opportunities to the students through campus recruitment.
5. Provide Industrial Visits for Students

#### **Article 5. Services and Responsibilities of RGUKT**

**The following are the Services and Responsibilities of RGUKT**

1. Nominate faculty for Efftronics Workshops and depute Master Trainers.
2. Involve Teachers in Material development activities.
3. Initiate curriculum development and review programs integrating Efftronics Methodology.
4. Nominate a senior member of University as coordinator for implementing the MOU.
5. Encourage and Provide facilities to the Teachers to implement Industrial Learning.
6. Introduce assessment parameters for teacher development on the basis of Efftronics inputs.
7. Be responsible for the scheduling of workshops and ensuring that all the teachers complete the training and certification.
8. Provide periodic reports to the Efftronics on workshops
9. Comply with Efftronics processes from time to time on program, process
10. Study the impact of Efftronics practices on student's performance.
11. Provide all facilities to conduct Efftronics workshops.
12. Establish IoT lab in coordination with Efftronics.

#### **Article 6. Duration of MOU and Amendments**

**The Memorandum shall be in force for a period of three years commencing from the date of signing and may be reviewed by mutual consent by serving three months notice to the other party.** Upon renewal, the terms will have been agreed. New terms may be agreed as part of a renewed understanding. Amendments to this agreement must be in writing and approved by the designated representatives of each institute.



### Article 7. Termination of MOU

RGUKT and M/s Efftronics reserve the right to terminate this MOU by either party giving three months written notice to the other. Where such termination occurs, the provisions of this memorandum shall continue apply to ongoing activities until their completion.

### Article 8. Accountability of the stakeholders

Participating students, faculty involved in any activities under this Memorandum must adhere to the rules and regulations of both the organizations.

### Article 9. Statement of Intent

Noting in this MOU shall be construed as creating any legal relationships between the parties. This MOU is a statement of intent to foster genuine and mutually beneficial collaboration.

RGUKT and M/s Efftronics Pvt. Limited welcome the establishment of this MOU for cooperation and jointly agree to the provisions as set out above. This MOU will be effective from the date of its signing.

Authorize Signatory  
M/s Efftronics  
Efftronics Systems Pvt. Ltd  
Vijayawada

Authorize Signatory  
RGUKT, AP

In the presence of following witnesses:

1.   
13.04.19
2.   
13/4/2019



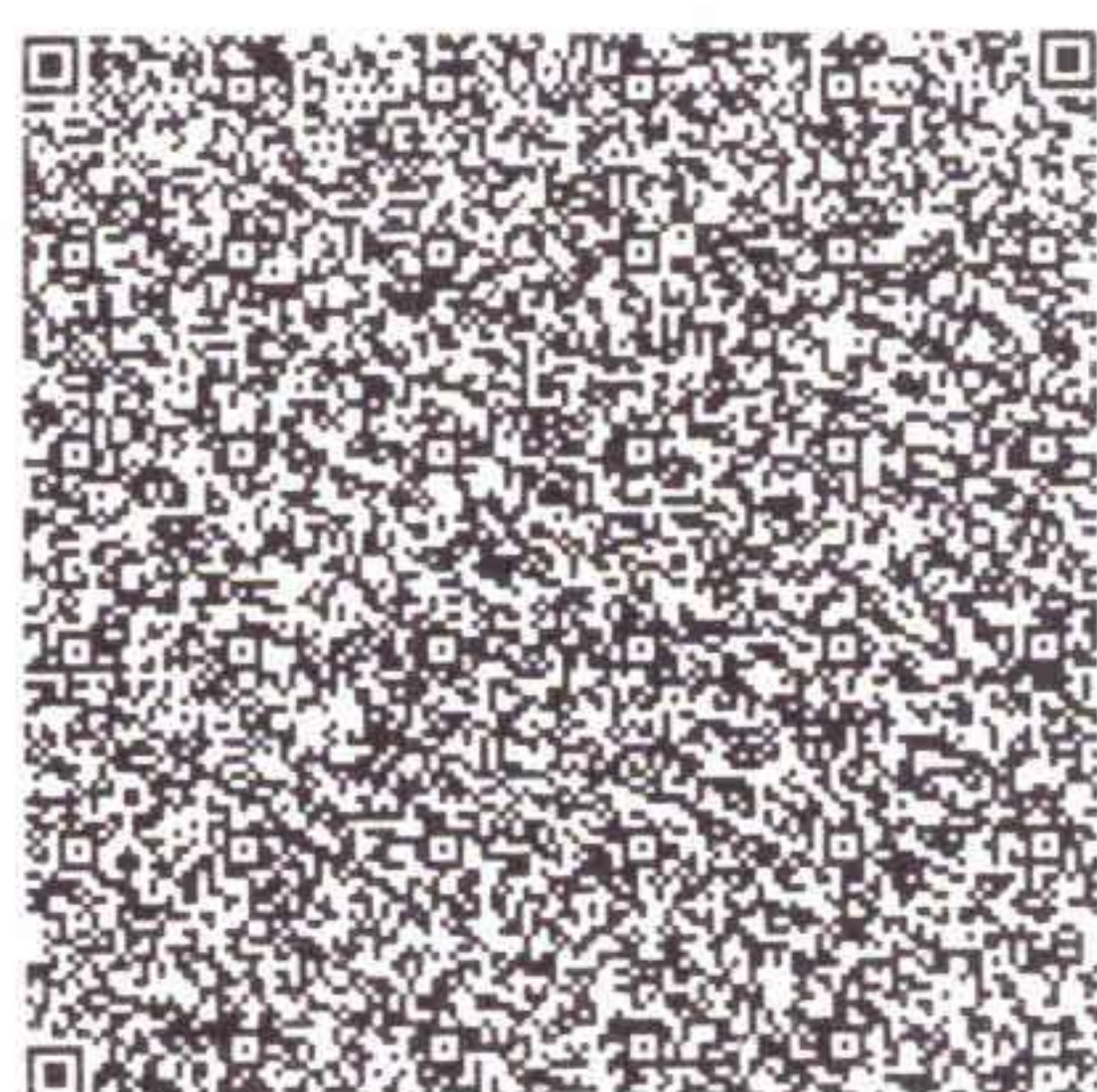
सत्यमेव जयते

## INDIA NON JUDICIAL

### Government of National Capital Territory of Delhi

#### e-Stamp

**Certificate No.** : IN-DL70134466076576Q  
**Certificate Issued Date** : 27-Aug-2018 04:03 PM  
**Account Reference** : IMPACC (IV)/ dl740303/ DELHI/ DL-DLH  
**Unique Doc. Reference** : SUBIN-DL74030344426918392965Q  
**Purchased by** : TELECOMMUNICATIONS CONSULTANTS INDIA LTD  
**Description of Document** : Article 5 General Agreement  
**Property Description** : Not Applicable  
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(Zero)  
**First Party** : TELECOMMUNICATIONS CONSULTANTS INDIA LTD  
**Second Party** : Not Applicable  
**Stamp Duty Paid By** : TELECOMMUNICATIONS CONSULTANTS INDIA LTD  
**Stamp Duty Amount(Rs.)** : 100  
(One Hundred only)



.....Please write or type below this line.....

This AGREEMENT is made and entered into this 29<sup>th</sup> day of Aug 2018 at Head Office, RGUKT, Srikakulam A.P.

BETWEEN

“IIIT-Srikakulam, S. M. Puram, Etcherla, AP - 532 402 (herein referred to as a ‘IIIT’ which expression shall unless repugnant to the context include its successors in the business administrators and permitted assigns) of the one part.

- 1 -

#### Statutory Alert.

1. The authenticity of this Stamp Certificate should be verified at [www.shriestamp.com](http://www.shriestamp.com). Any discrepancy in the details on this Certificate and the details available on the website renders it invalid.
2. The onus of checking the legitimacy is on the users of the certificate.
3. In case of any discrepancy please inform the Competent authority.



AND

The Telecommunications Consultants India Ltd., a company registered under Companies Act 1956, having its Corporate office at TCIL Bhawan, Greater Kailash – I, New Delhi – 110048 (which expression should unless repugnant to the context or meaning thereof include its successor and permitted assigns) hereinafter called 'TCIL' of the other part

Whereas an MOU was signed between the parties on May 19<sup>th</sup>, 2018 wherein TCIL will provide ICT services, design and implement customized solutions and support these services as a Project Management Consultant.

And whereas letter dated 15.06.2018 was given by IIIT Srikakulam to TCIL for implementation of SDN based Cloud Controlled Campus wide Networking for IIIT Srikakulam.

And whereas TCIL prepared the RFP in consultation with IIIT incorporating the requirements of IIIT and floated the RFP on 6<sup>th</sup> July 2018 for selection of the suitable Party to execute the Project.

And Whereas the two bids from M/s Pi Datacenters Pvt. Ltd. and M/s Devahuthi Software Solutions Private Limited were received on the due date of RFP.

And Whereas the evaluation of bids were done by the evaluation committee of TCIL.

And Whereas the M/s Pi Datacenters Pvt. Ltd. (herein referred to as a 'Supplier') is the technically qualified bidder and quoted the L1 price.

And Whereas TCIL has issued LOI No. TCIL/15/1793/I/18-MM/08E/008 LOI dated 26.07.2018 to M/s Pi Datacenters Pvt. Ltd. (Annexure – 2)

THIS AGREEMENT WITNESSETH AND NOW IT IS HEREBY MUTUALLY AGREED AS FOLLOWS:

1. Project Description and Objective
  - 2.1 Subject to the terms and conditions hereunder the TCIL hereby agrees to implement SDN based Cloud Controlled Campus wide Networking for IIIT Srikakulam within the time schedule provided in this Agreement in accordance with the provisions hereof and in conformity with best practices in the industry.
  - 2.2 TCIL shall ensure latest, reliable, scalable and robust technology as per the items listed in the scope of work, IIIT reserves the right to amend or add to any clause of items listed in the scope of work from time to time as per requirements. However IIIT will re-imburse the additional cost incurred to TCIL as a result of such amendment or addition.
2. Scope Of Work
  - 2.1. TCIL shall implement the project as defined below:

- 2 -



A. Consultancy for implementation of the project  
Implementation of SDN based Cloud Controlled Campus wide Networking for IIT Srikakulam as per Bill of Material at Annexure - 1.

B. The scope of the consultancy :-

- i. TCIL identifies the requirements to meet the objectives as desired by IIT.
- ii. Tentative time schedule for completing the requirement given in the Scope of Work and give indicative cost for implementing each requirement.
- iii. Preparation and submission of technically vetted document whose Administrative sanction provided by IIT.
- iv. Floating of tender on the basis of final tender document.
- v. Technical & Financial Evaluation
- vi. Award of work to selected vendor / System Integrators.
- vii. Monitoring the complete implementation of the project till its completion.
- viii. Acceptance testing.
- ix. Monitoring during the Warranty period.

C. TCIL shall engage & coordinate with a Systems Integrator (SI) to undertake the following set of activities:-

- i. Supply, Installation and Commissioning of Campus Wi-Fi on Cloud for IIT, Srikakulam.
- ii. Warranty for a period of five (5) years post commissioning of the network.
- iii. Running of cloud services on Uptime Certified Tier IV data center in the state of Andhra Pradesh.
- iv. Inter-building connectivity on OFC in the IIT campus.
- v. LAN wiring etc.

The support scope includes the following:

- i. Compute utilization monitoring
- ii. Network utilization monitoring
- iii. Storage utilization monitoring
- iv. Server level / Network security monitoring
- v. Access Point Monitoring
- vi. Track and escalate usage to customer
- vii. Managed Services of Firewall / Switches

2.2. TCIL shall handle the implementation of requisite infrastructure facility at IIT as per the procedure indicated herein below:

- (i) The detailed "Bill of Quantity" of Hardware and Software required was provided in the RFP document prepared for IIT project.
- (ii) TCIL shall place the order to the successful bidder after following standard Tender procedure. The prices in the Purchase Order shall remain firm and fixed for the period of delivery schedule or extended delivery schedule. Any advantage of reduction of taxes/duties shall



be passed onto IIT and increase in taxes after tender opening date will be permitted to the Supplier.

- (iii) TCIL shall inspect, test and certify the goods supplied under the contract by the Suppliers / System Integrator for their conformity to the standards mentioned in the specification.
- (iv) Performance Security: TCIL shall receive the performance bond of an amount equivalent to 10% of the contract value from the Supplier in the form of Bank Guarantee issued by a Scheduled Bank situated in India from its branch in Delhi/ New Delhi. This Performance Security shall be alive and enforceable for a period valid for 90 days beyond the date of completion of all contractual obligations including warranty.
- (v) Guarantee /Warranty: All goods or material supplied are strictly in accordance with the specifications given in this RFP document. All material shall be covered under warranty for 60 months after acceptance testing and commissioning of the complete system.
- (vii) Risk Purchase:

In the event of Supplier's failure to execute the contract to the satisfaction of the IIT, the IIT reserves the right to:

1. Reject any part of the Contract executed and TCIL will withhold payment for such portion of the Contract till such time the defects are rectified to the satisfaction of the Purchaser.
2. Terminate the Contract by giving 2 weeks' notice in writing without assigning any reason and to get the Contract executed by other agency at the risk and cost of the Supplier.

- (viii) Insurance:

The Supplier shall arrange to give declaration to Insurance Company notified by TCIL for 110% value of each consignment giving policy no., date of Shipment, no. of package etc. The telex copy of declaration shall also be sent by the Supplier to TCIL, Delhi Office.

- (ix) Warranty Support:

The Supplier shall warrant that the material supplied for the work shall be new and free from all defects and faults in materials used, workmanship and manufacture and shall be of the highest grade and consistent with the established and generally accepted standards for materials of the type ordered and shall perform in full conformity with the specifications and drawings. The Supplier shall be responsible for any defects that may develop under the conditions provided by the contract and under proper use, arising from faulty



materials, design or workmanship such as corrosion of the cable, inadequate quantity of materials etc. and shall remedy such defects at his own cost when called upon to do so by the purchaser who shall state in writing in what respect the stores/services are faulty. If any defect is not remedied by the bidder within reasonable time, the purchaser may proceed to get the defects remedied from other bidder etc. at the Supplier's risk and expenses, but without prejudice to any other rights which the purchaser may have against the bidder in respect of such defects.

Replacement under warranty clause shall be made by the Supplier free of all charges at sight including freight, insurance and other incidental charges. All the installed equipments shall be in warranty for a period of 5 years from the date of successful commissioning of the equipments/ network.

- (x) IIT reserves the right to place repeat / add on order for additional quantity up to 100% of the original PO quantity with the same terms & conditions, within 6 months of the date of the original PO.
- (xi) TCIL shall coordinate with the IIT & Supplier during implementation phase, acceptance testing and warranty phase as per approved timelines.
- (xiii) TCIL shall coordinate with IIT and Supplier to meet out the project requirements as defined in RFP. TCIL will supervise the work performed by the Supplier's manpower at IIT to maintain the project requirement.
- xiv) TCIL shall be responsible to conduct, facilitate and provide necessary assistance for the activities described in such clauses (i) to (xiii) as above. TCIL will correspond with the IIT whenever needed in its best judgments.

3. Project Value

The total value of the Supplier for this project is Rs. 3,37,37,888/- (Rupees Three Crore Thirty Seven Lac Thirty Seven Thousand Eight Hundred Eighty Eight only) inclusive of all taxes and duties, GST or any other levies applicable, for performance of the contract for a period of 5 years.

4. Schedule of Payment (as per Annexure – 3)

4.1. TCIL shall execute this work on deposit basis on behalf of IIT.

4.2. TCIL has taken up the project on turnkey basis and shall be paid a fee of 8% plus GST on the amount spent of para 4.1 as above and the same shall be paid to TCIL in Advance on signing of this Agreement.

5. Payment Terms:

- 5 -





Service of System Integrator is engaged and hired by TCIL through a process of competitive bidding.

The payments towards the Services rendered by TCIL will be payable in Advance at the time of signing this Agreement.

Financial terms & conditions

- i. Overall consultancy charge: will be 8% (plus GST) of the total project value
- ii. Taxes: the prices quoted by the Supplier are inclusive of all taxes.
- iii. Payment terms for Supplier:
  - i) For Supply, Installation and Commissioning of Equipment's:
    - a. 40% - After successful delivery of equipments at site
    - b. 40% - On successful commissioning of the equipments
    - c. 5% - On completion of 1st year warranty
    - d. 5% - On completion of 2nd year warranty
    - e. 5% - On completion of 3rd year warranty
    - f. 5% - On completion of 4th year warranty
  - ii) For Cloud/ Bandwidth/Co-location services:
    - a. Payment towards Cloud Service/ Bandwidth/ Co-location services & other recurring shall be made on quarterly basis in advance against BG of equivalent amount.

6. Liquidated Damages (LD)

- a) The Supplier fails to achieve completion of the supplies/works within the time prescribed, then the Supplier shall pay to the purchaser the sum equivalent to 2% per week of contract price as liquidated damages for such default, for every week or part of the week for maximum period up to 06 (Six) weeks i.e. 12%. The purchaser may, without prejudice to any other method of recovery, deduct the amount of such damages from any moneys in its hand, due or which may become due to the Supplier. The payment or deduction of such damages shall not relieve the Supplier from his obligation to complete the works, or from any other of his obligations and liabilities under the contract. In case the Supplier fails to perform against the work order, the work shall be got done from any other agency at the risk and cost of the Supplier and excess money will be recovered from any dues of the Supplier.
- b) TCIL also reserves the right to cancel the order in such cases and forfeit the EMD/Performance Bank Guarantee and may also debar the Supplier for future purchases.
- c) LD can be recovered from any dues of the Supplier.



- d) If the Supplier is not able to execute the work in the stipulated time, in addition of levying LD, TCIL will have the right to terminate its contract and get the work done at the risk and cost of the Supplier.

7. Penalty for delay in the completion of work

The following penalties shall be imposed on non-fulfillment of SLA:

SLA	Penalty
Uptime > 99.5% NIL	NIL
Uptime < 99.5%	@Rs. 1000/- per day

Uptime of Equipments at Site

- a) All the faults shall be rectified within 48 hrs of reporting of the fault. Otherwise, a penalty of Rs. 500/- per day shall be applicable. Beyond 30 days, penalty shall be Rs. 1000/- per day.
- b) If the equipment can not be repaired at the site and has to be taken outside the campus for repair, then the same needs to be repaired/ replaced within 15 days from the date of fault reporting.

8. Turnkey Contract

This contract is on turnkey basis and TCIL shall be responsible to provide due performance.

9. Availability of Service

TCIL identified the requirements to meet the objectives of the Project. In the event of faulty or non-performance by Supplier, the IIT may choose from other options independently or any option made available by TCIL which may include setting up captive facility by IIT for the purpose.

10. IIT's Right to Vary Quantities

IIT reserves the right to vary quantities up to +/-25% at the time of award of LOI/PO to the Supplier with the same terms & conditions of the RFP. No variation in unit prices shall be allowed to the Supplier in such a case.

11. Agreement Validity

This Agreement shall remain valid for 6 months beyond the warranty period of 5 years.

12. Contract Procedure



TCIL shall keep IIT informed on each stage of implementation on the project as per scope of work especially after proper evaluation of RFP but before engaging the services and award of the work. TCIL will take prior written approval of IIT for the same.

13. Books & Records

TCIL shall maintain proper books, records and reports in connection with the instant agreement and shall make them available for inspection by IIT or any authorized person/ audit party till two years after the date of expiry of this contract.

At the payment milestones of the project, certified copies of the invoices and all other documents shall be provided to IIT, as the assets belong to IIT.

14. Notice

All the formal notice and communication to be given by one party to the other party or parties under or pertaining to this agreement shall be in writing in English language and shall be delivered in person, sent by registered mail or e-mail or sent by facsimile to the following addresses: -

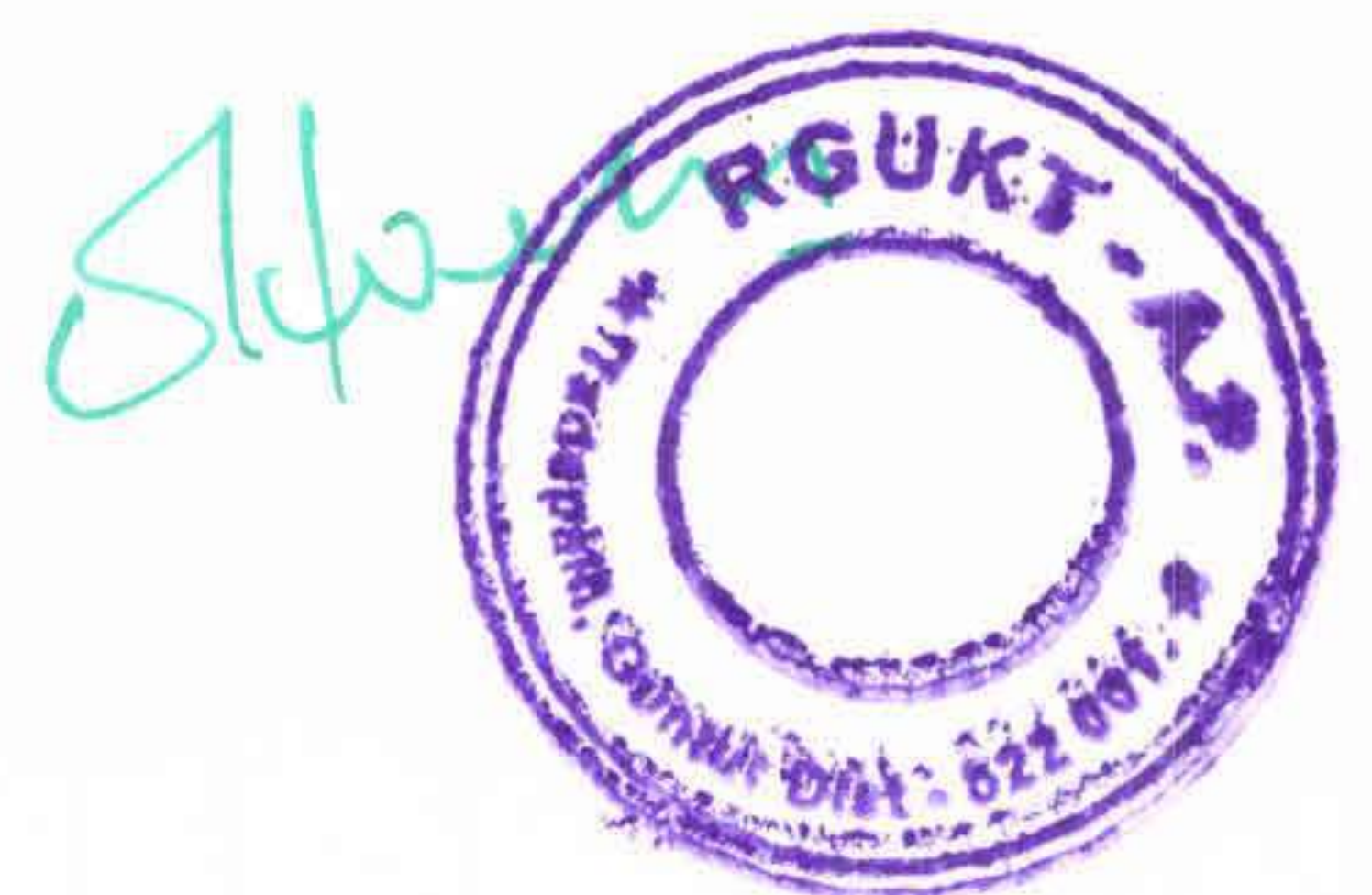
To IIT: Administrative Office,  
IIT, Srikakulam  
S.M.Puram, Etcherla,  
RGUKT – AP  
PIN: 532 402

To TCIL Group General Manager (IT),  
TCIL Bhawan, Greater Kailash –1,  
New Delhi – 110 0048  
Telephone Nos: 26202602  
Email ID: rajeev.sawhney@tcil-india.com

Any such notice shall be considered to have been given at the time when actually delivered, if delivered by hand against receipt, or upon the next day following sending by facsimile or in any other event within (7) days after it was mailed in the manner herein before provided.

15. Force Majeure

15.1. If during the period of the MOU, the performance in whole or in part, by other party, of any obligation under this is prevented or delayed by reason beyond the control of the parties including war, hostility, acts of the public enemy, civic commotion, sabotage, Act of State or direction from Statutory Authority, explosion, epidemic, quarantine restriction, strikes and lockouts (as are not limited to the establishments and facilities of the parties), fire, floods, earthquakes, natural calamities or any act of GOD (hereinafter referred to as EVENT) , provided notice of happenings of any such event is given by the affected party to the other, within twenty one (21) days from the date of occurrence thereof, neither party shall have any such claims for damages against the other, in respect of such non-performance or delay in performance. Provided service under this period of



the MOU shall be resumed as soon as practicable, after such EVENT comes to an end or ceases to exist.

15.2. In the event of a Force Majeure, the affected party will be excused from performance during the existence of the force Majeure. When a Force Majeure occurs, the affected party after notifying the other party will attempt to mitigate the effect of the Force Majeure as much as possible. If such delaying cause shall continue for more than thirty (30) days from the date of the notice stated above, the party injured by the inability of the other to perform shall have the right, upon written notice of thirty (30) days to the other party, to terminate this Period of the MOU. Neither party shall be liable for any breach, claims, and damages against the other, in respect of non-performance or delay in performance as a result of Force Majeure leading to such termination.

## 16. Default and Termination

### 16.1. Termination for Convenience

Should any of the parties hereto consider termination this Agreement for convenience or reasons other than those note below Such termination can be done only after providing advance notice of 3 (three) months. However the party should provide knowledge transfer on total IT Infrastructure, to the concerned technical staff, IIIT – Srikakulam. Payments upto the date of termination shall be made by IIIT- Srikakulam.

### 16.2. Termination for Default

TCIL, without prejudice to its other rights at law or in equity, may terminate this Period of the MOU immediately and without notice if:

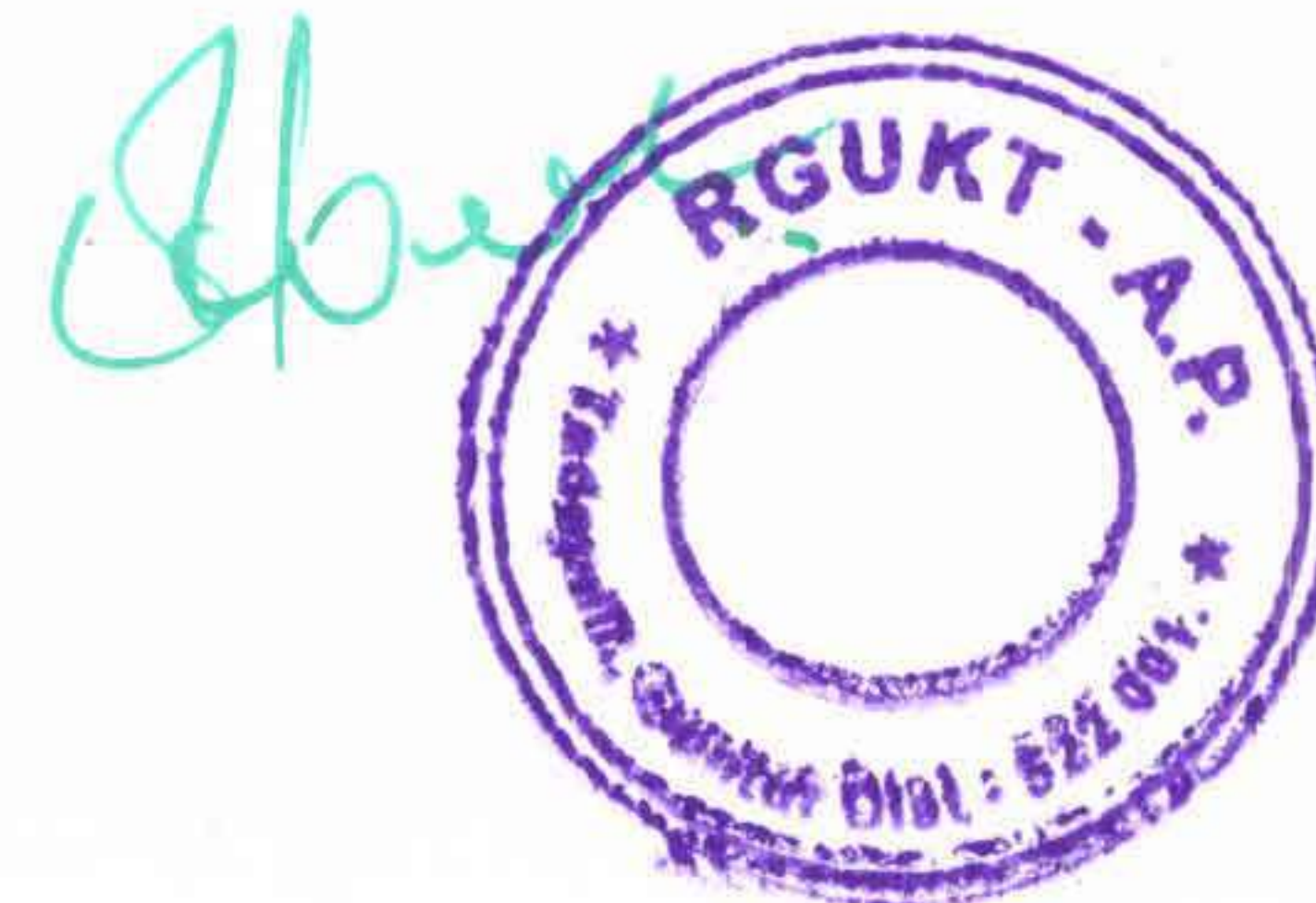
- a) If IIIT is in default in the payment of any amount due hereunder and has failed to remedy such default within Thirty (30) days of receipt of written notice from TCIL.
- b) IIIT may terminate this Period of the Agreement only if TCIL fails to perform and discharge its service obligations as set forth in the Agreement. And such termination requires IIIT to communicate to TCIL in writing 30 days in advance and shall remain liable for paying to TCIL all recurring charges applicable for this notice period.

## 17. Indemnity

The TCIL shall at all time indemnify the IIIT against all claims of losses and damages etc. of any kind, which may be made by third party or service provider in respect of infringement of any protected right due to TCIL's fault. Provided always that in the event of any claim in respect of alleged breach being made against the IIIT, the IIIT shall notify the TCIL of the same and TCIL shall at its own expense either settles any such dispute or conductany litigation that may arise therefrom. However, TCIL's liability will be limited to 20% of TCIL service charges.

## 18. Settlement of Dispute through Good Faith Negotiations and Arbitration

ry



- 18.1. The parties shall endeavor, in the first instance to resolve any dispute, discrepancy of the Agreement or difference arising out of or in connection with this Period of the Agreement through Good Faith Negotiation.
- 18.2. For the purpose of conducting good faith negotiations, each party shall within 15 days of the commencement of the period of the Agreement designate in writing to the other party a representative who shall be authorized to negotiate on its behalf with a view to resolving any dispute. Each such representative shall remain so authorized until his replacement has been designated in writing to the other party by the party he represents.
- 18.3. The dispute shall not be referred to Arbitration unless and until the provisions of this clause have been complied with.
- 18.4. The representative of the party which considers that a dispute has arisen shall give to the Representative of the other party, a written notice setting out the material particulars of the dispute in issue, in short a Dispute Notice shall be served upon by the representative of the party which considers that a dispute has arisen to the representative of the other party.
- 18.5. Within thirty days, or such longer period as may be mutually agreed to, of the Dispute Notice, having been delivered to the other party, the representative of both parties shall meet in person at either of the registered office of the parties or at any designated place to attempt in good faith, and using their best endeavors at all times to resolve the dispute. Once the dispute is resolved, the terms of the settlement shall be reduced in writing and signed by the Representatives of the parties (the settlement).

**18.6. Arbitration:**

- a) Any dispute, difference or controversy of whatever nature between the parties, howsoever arising under, out of or in relation to this agreement including disputes, if any. With regard to any acts, decision or opinion of both Party and so notified in writing by the other Party ("the dispute") shall in the first instance be attempted to be resolved amicably by conciliation in accordance with the procedure set forth under the Arbitration and Conciliation Act, 1996. For the purpose any dispute in clause 10, a reference to a "Party" shall mean the company on one hand and TCIL on the other hand. And the term "Parties" shall be construed accordingly. If the dispute is not amicably settled in accordance with the foregoing, either party may refer the dispute to Arbitration in accordance with the provisions clause (b) to (f) below.
- b) Subject to the provisions of Clause (a) any dispute which is not resolved amicably shall be finally settled by arbitration as per the provision of Arbitration & Conciliation Act, 1996 and for any statutory modifications/ amendments thereof. The Arbitral Tribunal shall consist of three Arbitrators, one to be appointed by each party and third Arbitrator, who shall act as the presiding Arbitrator, shall be appointed by the two Arbitrators appointed by the parties.
- c) The place of Arbitration shall be the city of VIJAYAWADA. By agreement of the parties the Arbitration hearings, if required, may be held elsewhere.
- d) The request for Arbitration, the answer to the request, the terms of reference, any written submissions, any orders and rulings shall be in English and, if oral hearing take place, English shall be language to be used in the hearings.



e) The Arbitrator shall give a written reasoned award. The parties agree that the decision or award resulting from Arbitration shall be final and binding upon the parties and shall be enforceable in accordance with provision of the Arbitration and Conciliation Act, 1996 and for any statutory modifications /amendments thereof.

f) Pending the submission of and/or decision on a Dispute and until the Arbitral award is published, the parties shall continue to perform their respective obligations under this Agreement without prejudice to a final adjustment in accordance with such award.

19. Assignment:

Either party can assign their rights and obligations derived under this period of the Agreement, only in the event of any change in the respective constitution, with prior written consent of the other party. This period of the Agreement shall accrue to the benefit of and be binding upon parties hereto and any successor entity into which either party shall have merged or consolidated. All rights and obligations of either party shall be binding on their respective assignee or successor entities.

20. Entire Agreement:

This Agreement is the part of any arrangements, understandings, promise or agreements made or existing between the parties prior to or simultaneously with this Agreement and constitutes the entire understanding between the parties hereto. Except as otherwise provided herein, no addition, amendment to or modification of this Agreement shall be effective unless it is in writing and signed by and on behalf of both parties.

21. The schedules forming part of the instant agreement have to be read as part and parcel of the present agreement.

In witness whereof the parties herein have setout their hands on the date and place first above written.

For Telecommunications  
Consultants India Limited

*Raj Sawly*  
.....



Witnesses

1. *Divy*  
(DIVYA KOTWAL)
2. *Prashant Mudgal*  
(PRASHANT MUDGAL)

For IIIT Srikakulam

*[Handwritten Signature]*

Rajiv Gandhi University of Knowledge Technologies (RGUKT-A.P.)  
Flat No(202, Second Floor, NRI Block(C), Sri Mahendra Enclave,  
Opp: SBI, Highway Towers backside, Tadepalli, Guntur Dist - 522 501

Witnesses

1. *[Handwritten Signature]*  
(C. LANGAIAH)
2. *[Handwritten Signature]*

Bill of Quantity (BOQ)Equipment at Cloud

S.	Item	Qty	Unit
1	Application Cloud server 16 Core / 128 GB RAM / 1024 GB HDD	1	Nos.
2	Backup Cloud Server 16 Core / 128 GB RAM / 1024 GB HDD	1	Nos.
3	Co-location of Firewall and Switch	1	Nos.
4	Onsite Network Engineer	1	Nos.
5	Managed Services (Firewall/ Switch)	1	Nos.

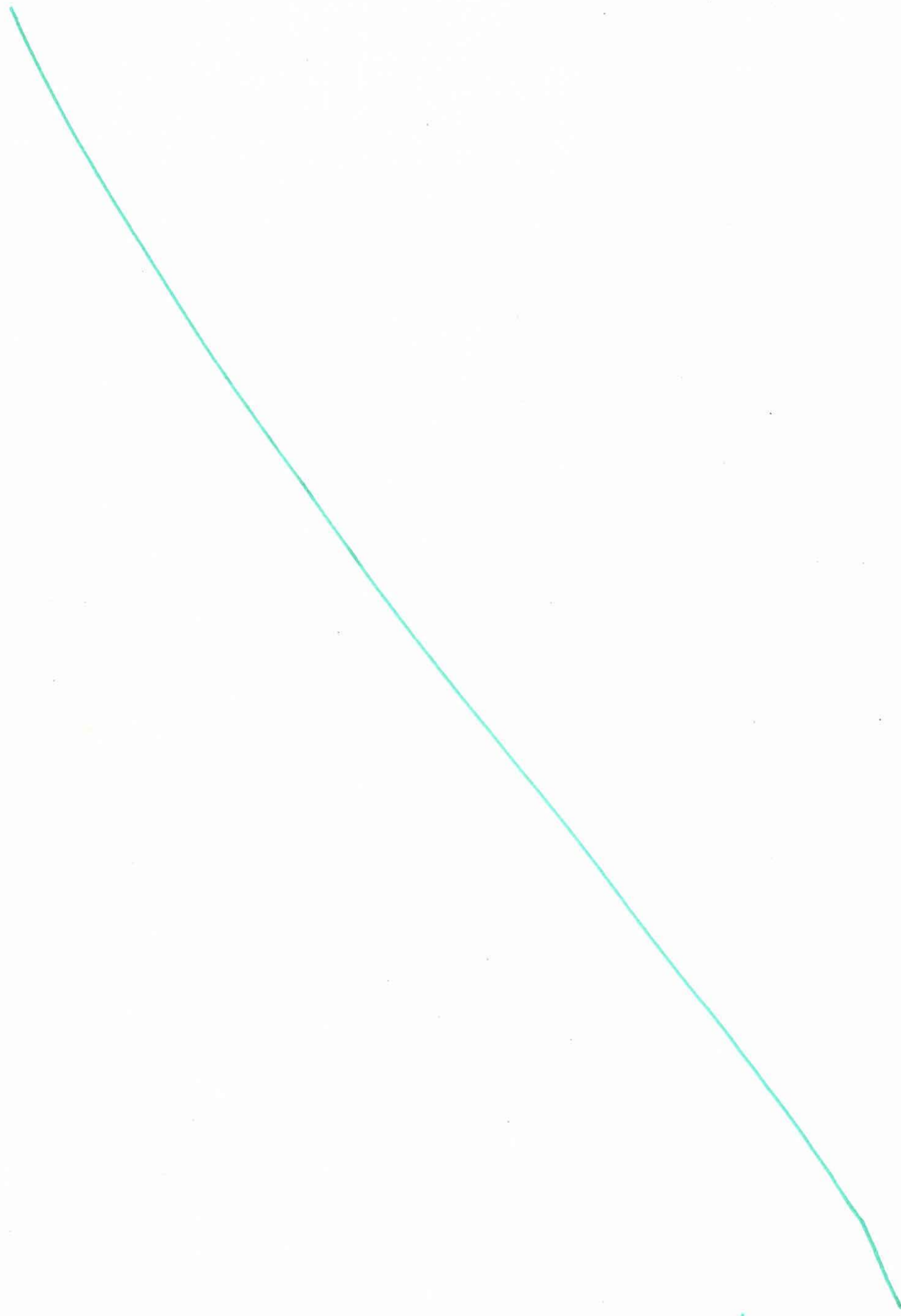
Campus Equipment

S.	Item	Qty	Unit
1	Data Center Core Switch	2	Nos
2	PoE Access Switch	18	Nos
3	Access Point 4x4	168	Nos
4	WiFi Controller	1	Nos
5	AC Transceivers		
a)	Fiber Single Mode Transceivers – 40/100G 5 KM	4	Nos
b)	Fiber Transceivers SFP MM - 10G - 850nm, 0.3KM	150	Nos
6	UTM	1	No
7	Installation, testing & commissioning of above mentioned items	LOT	LOT
8	Miscellaneous items (PVC pipes/ Clamps/ Power sockets etc)		
a)	Equipment Rack – 4 U	21	Nos
b)	Equipment Rack – 22 U	1	Nos
c)	Optical Fibre Cable MM – 12 Core	600	mtr
d)	Optical Fibre Cable SM – 6 Core	5000	Mtr
e)	CAT – 6 cable	8000	Mtrs
f)	LIU – 24 Port	5	Nos
g)	LIU – 12 Port	10	Nos
h)	RJ 45 Connectors 1Box (100nos)	7	Boxes
i)	LAN Tester	2	Nos

R/S



S.	Item	Qty	Unit
j)	Crimping Tool	4	Nos
k)	UPS 3 KVA	2	Nos
l)	Power cable 3c*2.5sqmm	1000	Mtr
m)	1/2" conduit	9000	Mtr
n)	Electrical DB and accessories	LOT	LOT
o)	Fibre Duct 2"	1000	Mtr





	<p style="text-align: center;"><b>Telecommunications Consultants India Ltd.</b> (A Govt. of India Enterprise) Material Management Division TCIL Bhawan, GK-I, New Delhi - 110 048 Telephone no.:011-26202020, Fax:011-26241865 Email: tcil@tcil-india.com Website: http://www.tcil-india.com CIN No.:U74999DL1978GOI008911</p>	<p style="text-align: center;">IS/ISO 9001</p> 
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Ref. No.: TCIL/15/1793/I/18-MM/08E/008 LOI

Date: 26.07.2018

To: M/s. Pi Data Centers Pvt. Ltd.  
Survey # 49/P, Plot No.-12, IT Park  
Mangalagiri, Guntur (Dist.), Amaravati (AP)  
Tel: +91-863-2347555  
Kind Attn: Mr. Debmalya Dey Roy, VP Sales & Marketing;  
Email: debmalya@pidatacenters.com; bhaskar@pidatacenters.com;  
Mob: 09811771504; 9121007709

Sub: Letter of Intent (LOI) for Supply, Installation & Commissioning of SDN-based Cloud-Controlled Campus-Wide Networking including Wi-Fi for IIIT, Srikakulam, RGUKT - Tender No. TCIL/15/1793/I/18-MM/08E dated 06.07.2017 opened on 13.07.2018

Ref: i) Tender No. TCIL/15/1793/I/18-MM/08E dated 06.07.2017 opened on 13.07.2018 for Supply, Installation & Commissioning of SDN-based Cloud-Controlled Campus-Wide Networking including Wi-Fi for IIIT, Srikakulam, RGUKT  
ii) Your Bid No. NIL dated 10.07.2018

Dear Sir,

"TCIL is pleased to inform you that we have accepted the offer submitted by M/s. Pi Data Centers Pvt. Ltd. for the subject tender for Supply, Installation & Commissioning of SDN-based Cloud-Controlled Campus-Wide Networking including Wi-Fi for IIIT, Srikakulam, RGUKT for an amount of Rs. 3,37,37,888/- (Rupees Three Crore Thirty Seven Lac Thirty Seven Thousand Eight Hundred Eighty Eight only) inclusive of all taxes and duties, GST or any other levies applicable, for the performance of contract for 5 years.

You are requested to submit Performance Security of Rs. 33,73,788/- (Rupees Thirty Three Lac Seventy Three Thousand Seven Hundred Eighty Eight only) being 10% of the total LOI value in the prescribed format in accordance with Clause 3.5 of Section-3 of the tender document within 10 days of receipt of this LOI.

The date of start of Delivery/ implementation Schedule will be from the date of issue of this LOI. Non-compliance to above may result in cancellation of the LOI and forfeiture of the bid security."

Formal Purchase Order shall be issued only after receipt of PBG (Format attached) and unconditional acceptance of this LOI. Kindly acknowledge receipt of this LOI.

All other terms & conditions will be as per Tender No. Tender No TCIL/15/1793/I/18-MM/08E dated 06.07.2017.

Best Regards,

Yours sincerely

(P. Verma)

Group General Manager (MM)

CC: 1) ED (F&amp;A); 2) GGM (NIB&amp;CS), 3) GM (LPF), 4) Master File 5) Office File

Phone: +91-11-26202020

mmdiv@tcil-india.com

Fax: +91-11-26242266



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SECTION - 8

FORMAT FOR PERFORMANCE BANK GUARANTEE (PBG)

(TO BE ISSUED BY A DELHI BRANCH)

M/s Telecommunications Consultants India Ltd.,  
TCIL Bhawan, Greater Kailash-I  
New Delhi – 110 048 (INDIA)

(With due stamp duty if applicable)

OUR LETTER OF GUARANTEE No. : \_\_\_\_\_

In consideration of TELECOMMUNICATIONS CONSULTANTS INDIA LIMITED, having its office at TCIL Bhawan, Greater Kailash-I, New Delhi – 110 048 (INDIA) (hereinafter referred to as "TCIL" which expression shall unless repugnant to the content or meaning thereof include all its successors, administrators and executors) and having entered into an agreement dated \_\_\_\_\_/issued Purchase Order No. \_\_\_\_\_ dated \_\_\_\_\_ with/on M/s \_\_\_\_\_ (hereinafter referred to as "The Supplier" which expression unless repugnant to the content or meaning thereof, shall include all the successors, administrators, and executors).

WHEREAS the Supplier having unequivocally accepted to supply the materials as per terms and conditions given in the Agreement dated \_\_\_\_\_/Purchase Order No. \_\_\_\_\_ dated \_\_\_\_\_ and TCIL having agreed that the Supplier shall furnish to TCIL a Performance Guarantee for the faithful performance of the entire contract, to the extent of 10% (ten percent) of the value of the Purchase Order i.e. for \_\_\_\_\_.

We, \_\_\_\_\_ ("The Bank") which shall include OUR successors, administrators and executors herewith establish an irrevocable Letter of Guarantee No. \_\_\_\_\_ in your favour for account of \_\_\_\_\_ (The Supplier) in cover of performance guarantee in accordance with the terms and conditions of the Agreement/Purchase Order.

Hereby, we undertake to pay upto but not exceeding \_\_\_\_\_ (say \_\_\_\_\_ only) upon receipt by us of your first written demand accompanied by your declaration stating that the amount claimed is due by reason of the Supplier having failed to perform the Agreement and despite any contestation on the part of above named supplier.

This Letter of Guarantee will expire on \_\_\_\_\_ including 30 days of claim period and any claims made hereunder must be received by us on or before expiry date after which date this Letter of Guarantee will become of no effect whatsoever whether returned to us or not.

\_\_\_\_\_  
**Authorized Signature**  
**Manager**  
**Seal of Bank**

END OF SECTION-8

RJ



*Handwritten signature in green ink.*



**TOTAL VALUE OF PURCHASE ORDER TO TCIL**

	Amount
Basic Value of M/s Pi Datacenters Pvt. Ltd. : (A)	Rs. 2,85,91,430/-
GST@ 18% of (A) : (B)	Rs. 51,46,457/-
TCIL Consultancy Fee @8% of (A) : (C)	Rs. 22,87,315/-
GST@ 18% of © : (D)	Rs. 4,11,716/-
<b>TOTAL VALUE OF PURCHASE ORDER TO TCIL (A+B+C+D)</b>	<b>Rs. 3,64,36,918/-</b>

**PAYMENT PROCESS**

- 1) IIIT, Srikakulam shall pay the consultancy fee of Rs. 26,99,031/- including GST @18% (sum of C & D above) to TCIL within 30 days of signing of the Agreement.
- 2) As per Clause No. 2.10 of MoU between TCIL & IIIT Srikakulam, TCIL shall execute the works on deposit work basis on behalf of IIIT.
- 3) IIIT shall deposit Rs. 3,37,37,888/- (Rupees Three Crore Thirty Seven Lac Thirty Seven Thousand Eight Hundred Eighty Eight only) to TCIL within 30 days of signing of the Agreement.
- 4) On submission of invoice by M/s Pi Datacenters, TCIL shall make the payment to M/s Pi Datacenters after confirmation of the same by IIIT, Srikakulam.
- 5) TCIL shall submit the utilization statement to IIIT, Srikakulam as and when the payment is done to M/s Pi Datacenters.

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## BILLING MILESTONES

Total Capex Cost	21,347,888	(incl. GST@18%)				
Milestone ->	On Delivery	On I & C	On completion of 1st year Warranty	On completion of 2nd year Warranty	On completion of 3rd year Warranty	On completion of 4th year Warranty
Payment % ->	40%	40%	5%	5%	5%	5%
Initial Set up Cost (Capex)	8,539,155	8,539,155	1,067,394	1,067,394	1,067,394	1,067,394

Total Opex Cost	12,390,000	(incl. GST@18%)
Total No. of months	60	
Monthly Cloud Charges (Opex)	206,500	

<b>T0</b>	PO	
T1	T0 + 4 Weeks	8,539,155
T2 = T1 + 4 Weeks	T0 + 8 Weeks	8,539,155
<b>T3 Go-Live</b>		
<b>T4 Warranty Yr-1 (M1)</b>		206,500
T5 (M2)		206,500
T6 (M3)		206,500
T7 (M4)		206,500
T8 (M5)		206,500
T9 (M6)		206,500
T10 (M7)		206,500
T11 (M8)		206,500
T12 (M9)		206,500
T13 (M10)		206,500
T14 (M11)		206,500
T15 (M12)		206,500
<b>T16 Warranty Yr-2 (M1)</b>		206,500
		1,067,394
T17 (M2)		206,500
T18 (M3)		206,500
T19 (M4)		206,500
T20 (M5)		206,500
T21 (M6)		206,500
T22 (M7)		206,500
T23 (M8)		206,500
T24 (M9)		206,500
T25 (M10)		206,500
T26 (M11)		206,500
T27 (M12)		206,500
<b>T28 Warranty Yr-3 (M1)</b>		206,500
		1,067,394
T29 (M2)		206,500
T30 (M3)		206,500
T31 (M4)		206,500
T32 (M5)		206,500
T33 (M6)		206,500
T34 (M7)		206,500
T35 (M8)		206,500
T36 (M9)		206,500
T37 (M10)		206,500
T38 (M11)		206,500
T39 (M12)		206,500
<b>T40 Warranty Yr-4 (M1)</b>		206,500
		1,067,394



*Handwritten signature in green ink.*



T41	(M2)	206,500
T42	(M3)	206,500
T43	(M4)	206,500
T44	(M5)	206,500
T45	(M6)	206,500
T46	(M7)	206,500
T47	(M8)	206,500
T48	(M9)	206,500
T49	(M10)	206,500
T50	(M11)	206,500
T51	(M12)	206,500
<b>T52 Warranty Yr-5 (M1)</b>		206,500
		1,067,394
T53	(M2)	206,500
T54	(M3)	206,500
T55	(M4)	206,500
T56	(M5)	206,500
T57	(M6)	206,500
T58	(M7)	206,500
T59	(M8)	206,500
T60	(M9)	206,500
T61	(M10)	206,500
T62	(M11)	206,500
T63	(M12)	206,500
<b>GRAND TOTAL</b>		<b>33,737,888</b>

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