

## **MEMORANDUM OF UNDERSTANDING**

Between

SRK INSTITUTE OF TECHNOLOGY,  
ENIKEPADU, VIJAYAWADA-521 108, ANDHRA PRADESH.

And

SRI LAKSHMI GANAPATHI ENGG WORKS, TENALI,  
INDUSTRIAL ESTATE, SULTANABAD, TENALI- 522202, ANDHRA PRADESH.

This AGREEMENT made and entered into on 04<sup>th</sup> day of June, 2019 between the SRK Institute of Technology, Approved by AICTE & Affiliated to JNTU Kakinada, ISO 9001:2015 Certified Institution, Sponsored by SRK Foundation, located at Enikepadu, Vijayawada- 521 108 (hereinafter referred to as the “INSTITUTION” which expression shall where the contest so admits include its successors and permitted assigns) of one part

And

Kumar Pumps & Motors, An ISO 9001: 2015 QMS Certified Company, Kumar pumps, the undisputed leader, is the pioneer in the manufacturer of Pumpsets & Electric Motors in the country. A true frontrunner, the company has been at the forefront of performance for a successful span of over 4 decades., having its office at Industrial Estate, Sultanabad, Tenali- 522202, Andhra Pradesh. (hereinafter referred to as “ASSOCIATE” which expression shall where the contest so admits include its successors and permitted assigns) of the other part.

### **Scope & Objectives**

- To provide the opportunities to Electrical & Electronics Engineering Students of the Institution to do mini academic projects & internship in the associate.
- To provide campus placements to the students of the colleges if any suitable vacancies arise in the associate.
- To allow the Electrical & Electronics Engineering Students of the Institution to visit the Associate for acquiring practical knowledge.
- Working closely with industry for establishing the desired skills as per its requirements and also with academia in order to enhance the quality of Management education.







AN ISO 9001 : 2015 QMS CERTIFIED COMPANY  
**PUMPS & MOTORS**  
SUPERIOR QUALITY • SUPERIOR VALUE

## SRI LAKSHMI GANAPATHI ENGG. WORKS

Plot Nos. 9 to 14 & 17 to 24, Industrial Estate, Sultanabad,

TENALI – 522 202. Guntur District

Andhra Pradesh, INDIA

GSTIN: 37ACRPK4578J1ZT

### Authorised officials to execute the MOU

Dr. M. Ekambaram Naidu, Principal, SRK Institute of Technology, Enikepadu, Vijayawada represents the Institution. Mr. K. Krishna Kumar, Managing Director, Kumar Pumps & Motors, Industrial Estate, Sultanabad, Tenali represents the Associate.

### Funding

This MOU does not require any commitment of funds on either side.

### Duration

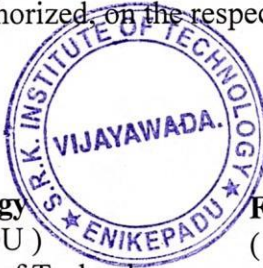
This MOU is at will and may be modified by mutual consent of authorized officials. MOU shall be effective from the date of signing and shall remain in force for a period of One year.

### Steering Committee

The MOU Provisions for constitution of a steering committee with the following constitution with a view to operate the agreement quite meaningfully and successfully:

- |  |   |          |
|--|---|----------|
| (1) Principal, SRK Institute of Technology, Vijayawada | - | Chairman |
| (2) MD of Kumar Pumps & Motors                         | - | Member   |
| (3) Head of the Department, EEE, SRKIT                 | - | Member   |

IN WITNESS WHEREOF, the parties hereto have executed this MOU in their corporate names by their respective officers duly authorized, on the respective dates hereinafter mentioned.



**For SRK Institute of Technology**  
( Dr. M. EKAMBARAM NAIDU )  
Institution Name: SRK Institute of Technology  
Institution Representative: Dr. M. Ekambaram Naidu  
Position: Principal  
**Address:** SRK Institute of Technology,  
Enikepadu, Vijayawada- 521 108,  
Andhra Pradesh.  
Ph: 0866-2843839  
Email: principalsrk@gmail.com

**For Sri Lakshmi Ganapathi Engg. Works**  
( Mr. K. KRISHNA KUMAR )  
Associate Name: Sri Lakshmi Ganapathi Engg works.  
Associate Representative: Mr. K. Krishna Kumar  
Position: G.M, Purchase Dept.  
**Address:** Sri Lakshmi Ganapathi Engg Works,  
Industrial Estate, Sultanabad, Tenali -522202,  
Andhra Pradesh.  
Ph: 94907 59548  
Email: support@kumarpumps.co.in





## MEMORANDUM OF UNDERSTANDING (MOU) BETWEEN

**SRK INSTITUTE OF TECHNOLOGY, ENIKEPADU, VIJAYAWADA  
AND  
MICROLINK INFORMATION TECHNOLOGIES**

This Agreement made and entered into on 12<sup>th</sup> June, 2019 between SRK Institute of Technology (here in after called as SRKIT) and Microlink Information Technologies (here in after called as Microlink) situated at 1<sup>st</sup> Floor Varun Towers, Opposite AP Study Circle, Lenin Center, Governor pet, Vijayawada, Andhra Pradesh. This MOU shall be valid for One year from the date and each party shall be at full liberty to terminate the collaboration with a notice period of 3 months.

### **OBJECTIVES OF THE MOU:**

The objective of this Memorandum of Understanding is:

- A. To promote interaction between SRKIT and Microlink in mutually beneficial areas.
- B. To provide a formal basis for initiating interaction between SRKIT and Microlink.

### **PROPOSED MODES OF COLLABORATION:**

SRK and propose to collaborate through

1. Exchanging of expertise by means of Guest Lectures, Technical Seminars, Workshops and other events (during regular working days) for the benefit of the faculty and students.
2. Allowing faculty & Staff for industrial training.
3. Conducting Faculty Development Programmes
4. Permitting Practical training to students.

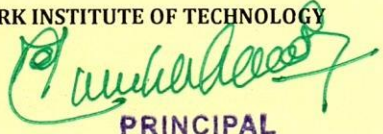
Note: All the above modes will be decided upon mutual consent based on Schedules and Manpower requirement of Company.

Date of the Agreement: 12-06-2019

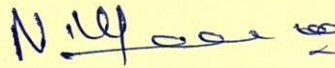


**AGREED:**

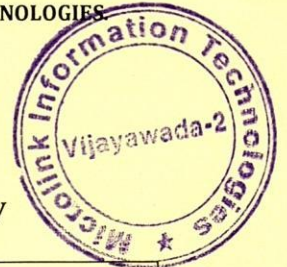
For SRK INSTITUTE OF TECHNOLOGY

  
PRINCIPAL  
SRK INSTITUTE OF TECHNOLOGY  
ENIKEPADU, VIJAYAWADA  
Authorized Signatory

For MICROLINK INFORMATION TECHNOLOGIES



Authorized Signatory



SRK INSTITUTE OF TECHNOLOGY	MICROLINK INFORMATION TECHNOLOGIES
Enikepadu, Vijayawada - 521 108, AP, India.	1 <sup>st</sup> Floor, Varun Towers, Opposite AP Study Circle, Lenin Center, Governerpet, Vijayawada - 520 002.
Dr. M. Ekambaram Naidu, Principal	Sri. V. Govinda Rao, Managing Director
E-mail: principal@srkit.in	E-mail: info@microlink.net.in
http:// www. srkit.in	http:// www. microlink.net.in





APPLY VOLT

## MEMORANDUM OF UNDERSTANDING

SRK Institute of Technology, Vijayawada & APPLY VOLT, Vijayawada, A.P

### WHOMSOEVER CONCERN

This Memorandum of Understanding/Agreement (hereinafter referred to as MoU for convenience) is entered into on 10th August 2019

Between

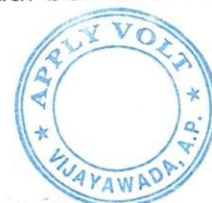
SRK Institute of Technology, Vijayawada

And

APPLY VOLT, having registered office at #40-6/3-3, Srinilayam Building, II floor, Co-operative Bank Colony, Moghalrajpuram, Vijayawada-520010, A.P and herein after unless the context otherwise requires be referred to as ("APPLY VOLT")

### 1. Introductory: Partnership Objective

- 1.1. APPLY VOLT is a Value Added Technology Products and Solutions Provider in India. APPLY VOLT develops standard and custom system level products to Industry, provides VLSI, DSP and Embedded/PCB Solutions to Industry & provides Learning Solutions to Educational Institutions in the VLSI / DSP and Embedded Design space. APPLY VOLT serves in different vertical markets with its products and solutions. These sectors are Education, Defense & Corporate. All Solutions will have High Technology content and uniqueness, with its ability to provide diversity of products and solutions around these products.
2. SRK Institute of Technology, Vijayawada is a Leading College of repute in Krishna district, Andhra Pradesh India and offers advanced teaching & research programs in the field of Engineering & Technology.
- 2.1. The Parties wish to cooperate with each other for mutual benefit.



#40-6/3-3, Sri Nilayam, 2nd Floor, Cooperative Bank Colony, Moghalrajpuram,  
Vijayawada, Andhra Pradesh - 520010. Ph: +91 70135 34002

Email : support@applyvolt.com | GST No.: 37CGZPK4061J1ZP





APPLY VOLT

**3. Benefits:**

3.1. The Parties contemplate that they will benefit from this alliance as follows:

**3.2. Benefits to SRK Institute of Technology, Vijayawada, A.P.**

3.2.1. Opportunity to engage with the Industry on a regular basis to understand the needs of the industry and accordingly update the syllabus.

3.2.2. Opportunity to upgrade the infrastructure in VLSI, DSP, Embedded IOT, PCB solutions and other information technology-related topics.

3.2.3. Opportunity to collaborate with the industry for research programs, projects and student internships in the above fields.

3.2.4. Opportunity to procure various industry standard hardware and software tools pertaining to VLSI, DSP, embedded domain, IOT, PCB from a single organization on a need basis and save time consumed in commercial negotiations, leading to greater availability of time for teaching or student development programs.

3.2.5. Faculty development programs for teaching staff, advanced training to students.

3.2.6. Strengthening of the brand equity of the institution.

3.2.7. Students will be given an opportunity as interns in each academic year irrespective of branch.

3.2.8. Helping in organizing guest lectures from industry experts.

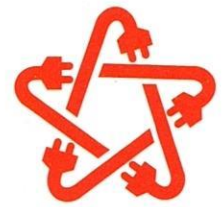
3.2.9. Improved marketability of students. Assistance in placements.



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APPLY VOLT

### 3.3. **Benefits to APPLY VOLT:**

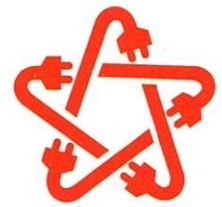
- 3.3.1. Allocation of Work Space with the necessary infrastructure within the campus of SRK Institute of Technology, Vijayawada.
- 3.3.2. Sets a framework for the procurement of the industry standard hardware and software tools.
- 3.3.3. Makes available a pool of trained engineers for hiring by APPLY VOLT or customers who use similar software and hardware.
- 3.3.4. Helps APPLY VOLT goal of proliferating the VLSI / DSP / PCB Designs and Embedded Technologies.

### 4. **Activities:**

- 4.1. In order to implement the objectives of this MOU, the Parties contemplate the following activities to be undertaken by them.
- 4.2. The duration of such agreement can be extended on mutually agreed basis. Any change in MOU or on mutual concerns will be discussed internally and resolved by respective managements.
- 4.2. APPLY VOLT will set up Branch office or Nodal Centre for Labs in the area of VLSI / DSP / PCB and Embedded Systems with mutual agreement.
- 4.3. APPLY VOLT will help SRK Institute of Technology, Vijayawada to impart certified training programs for students in weekends, summer holidays, evening classes etc. The students will benefit from this as they will have a course completion certificate, project completion certificate and this will help them in the industry







## APPLY VOLT

- 4.4. APPLY VOLT will impart faculty development programs on VLSI / DSP/ IOT / PCB & Embedded Technologies and methodologies and other topics of interest to faculties/staffs of SRK Institute of Technology. This will be at discounted rates.
- 4.5. APPLY VOLT will offer advanced training programs to students of SRKIT on emerging technologies and design flows/methodologies to get them acquainted with the skills required by the industry. Such training programs shall be provided by APPLY VOLT at reduced rates compared to its standard prices.
- 4.6. APPLY VOLT will conduct paid/free training programs or internships not only for SRKIT, VITW students but also for other students across the state in this center.
- 4.7. APPLY VOLT will offer valuable Industry Perspective inputs SRKIT in the area of curriculum upgrade and enhancement.
- 4.8. APPLY VOLT may consider offering internships to SRK Institute of Technology & Vijaya Institute of Technology for women's students and may provide assistance in getting internships to students with some of our/others customers.
- 4.9. The Parties shall conduct joint Technical Seminars, Workshops and Conferences for increasing the awareness of VLSI and embedded technology in colleges on regular basis.
- 4.10. SRKIT Faculties trained by APPLY VOLT can independently conduct training programs in "Nodal Center", and a Completion Certificate for all trainings will be issued jointly by SRKIT and APPLY VOLT.
- 4.11. SRK Institute of Technology should be providing the work space minimum of 1000 sft to APPLY VOLT as the rental free infrastructure including the Lab workstations & no electricity charges on Apply Volt within the campus premises till the end of the "MOU".







APPLY VOLT

4.12. A co-ordination committee consisting of one faculty member of SRKIT, Vijayawada and One Engineer nominated by APPLY VOLT shall be constituted to implement and give effect to the objectives of this MOU.

4.13. APPLY VOLT In charge & SRKIT Co-coordinator on mutual concern will discuss & fix the timing for students as per the academic calendar. APPLY VOLT –SRKIT should respect individual timings for the above following activities.

4.14. Any damage to the infrastructure which is provided by the SRKIT to the center will be borne by the APPLY VOLT.

4.15. Properties belonging to APPLY VOLT, will be taken back or reused by the organization when so ever it requires for internal transfer or for the benefit of the company during the MoU period or after the MoU.

**5. Process:**

Every time an activity is initiated under this MOU which requires any rendering of services, or supply or products, or both, from one Party to another, the Parties shall, depending on the nature of the transaction, the consideration reserved, liabilities assumed and such other factors, execute a binding purchase order (PO), work order (WO), license agreement or other definitive contract.

**6. General:**

6.1. During their interaction under this MOU, the Parties may not disclose information of non-public nature which is valuable to each Party's business ("Confidential Information"). Use of Confidential Information shall be regulated by a non-disclosure agreement to be executed by the Parties. In the absence of such an NDA, the Party who is the recipient of Confidential Information shall keep confidential and not disclose to third parties such Confidential Information. Confidential Information shall be returned or destroyed upon written request by the party disclosing Confidential Information. All Confidential Information shall remain the exclusive property of the disclosing party or its licensors.



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APPLY VOLT

- 6.2. All rights, licenses and permissions to use any products supplied by APPLY VOLT shall be regulated by the terms of such supply, including any applicable product license agreements.
- 6.3. Notwithstanding anything to the contrary, APPLY VOLT liability shall be limited to direct damages not exceeding the price of any products supplied or services rendered to SRK Institute of Technology and shall not extend to any indirect damages of any nature whatsoever, including but not limited to, special, incidental, consequential, or punitive damages or loss of profits.
- 6.4. This MOU may be terminated by either party without assigning reasons by prior written notice of 60days.
- 6.5. Each Party is permitted to use the name, logo and other trademarks of the other Party on its website, marketing collateral and other publications. Depiction of such trademarks shall be in accordance with trademark usage guidelines.
- 6.6. Each Party shall be an independent contractor to the other and shall not be an agent, joint venture, or partner of the other.
- 6.7. Disputes under this MOU shall be resolved by discussion between such senior management functionaries as the Parties may nominate for that purpose. If they fail to resolve a dispute amicably within 15 days of its commencement, the Parties shall refer the dispute to binding arbitration to a sole arbitrator at a place mutually agreed upon by both parties.




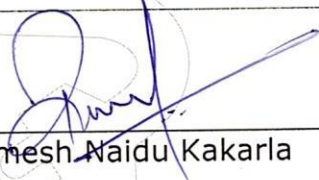


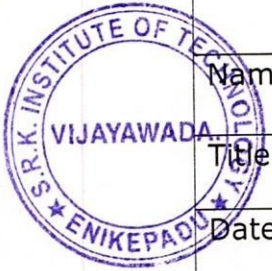


APPLY VOLT

**SIGNATURES:**

6.8. The MoU will be valid for a period of 1 (One) year from the date of signing the MoU and can be renewed with mutual consent.

	SRK Institute of Technology	APPLY VOLT
Signature		
Name	Mr B.S.Appa Rao	Ramesh Naidu Kakarla
Title	<b>Chairman</b>	<b>Co-Founder</b>
Date	10 <sup>th</sup> August 2019	10 <sup>th</sup> August 2019





# CHIEF MINISTER'S SKILL EXCELLENCE CENTER



## MEMORANDUM OF AGREEMENT (MoA)

BETWEEN

**ANDHRA PRADESH STATE SKILL DEVELOPMENT CORPORATION**

AND

**SRK Institute of Technology,  
Enikepadu**

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



**AGREEMENT BETWEEN**



**ANDHRA PRADESH STATE SKILL DEVELOPMENT  
CORPORATION**

**AND**

**SRK INSTITUTE OF TECHNOLOGY  
ENIKEPADU**

For SRK INSTITUTE OF TECHNOLOGY

SECRETARY

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

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

**And**

**SRK INSTITUTE OF TECHNOLOGY** having its corporate office at **NH16, Enikepadu, Vijayawada, Krishna, Andhra Pradesh 521108** herein after called **SRKIT, Enikepadu** (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successors and assigns) represented by the **CHAIRMAN** of the second part;

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

**WHEREAS:**

APSSDC is a unique organization formed as a public private partnership (PPP) corporation to promote skill-development & entrepreneurship in the state of Andhra Pradesh. APSSDC is the Executive Agency for the Department of Skill Development, Entrepreneurship and Innovation, Govt. of Andhra Pradesh (GoAP) serving the important task of providing high quality skilled manpower as part of the Knowledge and Skills Mission of GoAP. The main objective of the Corporation is to implement a structured and pragmatic solution to skill & upskill the workforce in the State of Andhra Pradesh and to increase employability and promote entrepreneurship in sync with Industrial growth of the State. The process of developing large pool of skilled manpower has been envisaged in partnership with industry to make the skill development mission more industry relevant and self-sustainable. In the process of achieving these goals, the GoAP has



For S.R.K. INSTITUTE OF TECHNOLOGY

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SECRETARY.



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

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

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

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

## 2.1 DEFINITIONS:

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

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

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

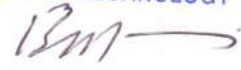
**"CM's Skill Excellence Centre - ICT Lab"** shall mean multi-skill focused Centres of Excellence (CoE) at reputed Engineering Colleges in CSE, IT, ECE, EEE, Mechanical and Civil streams. These **CM's Skill Excellence Centers - ICT Labs** will be selected,

SECRETARY



2

For S.R.K. INSTITUTE OF TECHNOLOGY

  
SECRETARY.

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

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

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

### 3. SCOPE OF SERVICES / PROJECT

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

### 4. SCOPE OF THE FIRST PARTY

The APSSDC shall

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



For S.R.K. INSTITUTE OF TECHNOLOGY

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SECRETARY.



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

## 5. SCOPE OF THE SECOND PARTY

The College shall:

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



For S.R.K. INSTITUTE OF TECHNOLOGY

*Bm*  
SECRETARY.

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

**Compliances:**

- **KPIs** – Key Performance Indicators (KPIs) will be developed in mutual consultation with colleges and APSSDC.
- **Monitoring:** The activities of CM's Skill Excellence Centers - ICT Labs shall be regularly monitored through an IT monitoring system at APSSDC on a real time basis and also through the monitoring committee of APSSDC.
- **Management Information System:** All reports and documents relating to progress of the students on rolls, Accounts, Audit and Annual Work Plan, as specified at such frequency as may be required by 'THE FIRST PARTY' are to be submitted through MIS.
- Details of Data of Number of students passed out, placed (Trained for Employability), and unplaced on year-on-year basis.
- Institutions will face punitive action amounting to withdrawal of allotment of Centre given under this Project if it is found that the college:
  - ❖ Is Charging capitation fee or indulging in any other malpractice
  - ❖ Provided false data in their reports
  - ❖ Is Unable to achieve targets set by APSSDC/themselves in Proposals consistently
  - ❖ Violated any of the terms and conditions of this Agreement



For S.R.K. INSTITUTE OF TECHNOLOGY

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SECRETARY.



## 6. REVENUE GENERATED

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

## 7. BREACH OF AGREEMENT & REMEDIAL PERIOD

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

## 8. CONFIDENTIAL INFORMATION

Each Party may disclose Confidential Information:

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

## 9. LIMITATION OF LIABILITY

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



## 10. DISPUTE RESOLUTION

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

## 11. FORCE MAJEURE

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

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

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

## 12. SEVERABILITY

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





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

### 13. NOTICE

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

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

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

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

**College/**                      **SRK INSTITUTE OF TECHNOLOGY**  
**Institution**                      **NH16, Enikepadu, Vijayawada, Krishna, Andhra Pradesh 521108**

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

### 14. PERIOD OF VALIDITY

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



For S.R.K. INSTITUTE OF TECHNOLOGY

*13m*  
SECRETARY.

## 15. GOVERNING LAW AND JURISDICTION

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

## 16. PUBLICITY

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

## 17. RELATION OF THE PARTIES

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

## 18. MODIFICATION, AMENDMENT, SUPPLEMENT OR WAIVER

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

## 19. ENTIRE AGREEMENT

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





**20.ASSIGNMENT**

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

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

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

**SIGNED ON BEHALF OF**

**ANDHRA PRADESH STATE SKILL DEVELOPMENT CORPORATION**

Signature: \_\_\_\_\_



(Name: **Dr. B Nageswara Rao**)

Designation: **Executive Director**

**SRK INSTITUTE OF TECHNOLOGY ,**

**NH16, Enikepadu, Vijayawada, Krishna, Andhra Pradesh 521108**

Signature: \_\_\_\_\_

For S.R.K. INSTITUTE OF TECHNOLOGY

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

Designation: **CHAIRMAN**

*12m*  
SECRETARY.

**Witness**

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

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

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

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

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

ANNEXURE-I

<b>Laptops</b>	<b>: 37 No.</b>
<b>Make and Model</b>	<b>: Acer TMP 249-G2-M</b>
<b>Technical Specifications</b>	
Processor	Intel Core i5-7200U Processor @ 2.5 GHz(Turbo Boost Upto 3.1 Ghz), 3MB Cache, 2-cores
Memory	16 GB DDR4 Memory, 2133 MHz
Internal Storage	500 GB SATA
Wireless Connectivity	Integrated wireless & Integrated Blue tooth.
Display Size	14"
Display Resolution	1366 x768
Webcam	Built-in Webcam.
Battery	5 Hrs Backup
VGA Port	Yes
HDMI Port	Yes
USB 2.0 port	1
USB 3.0 port	2
Operating System	BOSS Linux
Keyboard	External;
Mouse	External;



*Annexure - II*

**Details of course wise fee**

S No	Programs Offered for ECE, EEE & EIE	Duration	Fee
1	Embedded systems Fundamentals ( Embedded C ,8051)	6 Days	150
2	Embedded Systems Advanced ( ARM )	3 Days	300
3	Internet of Things ( IoT )	1 Week	300
4	PCB ( Software )	3 Days	100
5	PCB ( Hardware )	3 Days	100
6	Arduino With Scratch	3 Days	100
7	Mathematical Operations With scilab for Engineering Applications	3 Days	100
8	SciLab	3 Days	100
9	PLC	6 Days	300
10	SCADA	6 Days	300

S No	Programs Offered for Mechanical Engineering students	Duration	Fee
1	AUTOCAD	6 days	250
2	CATIA Phase -I (Modelling)	6 days	250
3	CATIA Phase - II (Surfacing)	6 days	250
4	Solid Edge	6 days	250

S No	Programs Offered for Civil Engineering students	Duration	Fee
1	AutoCAD	6 days	250
2	Revit Architecture	6 days	250
3	Revit Structure	6 days	250
4	ETABS	6 days	250

S No	Programs Offered in Gaming : ( Computer Engg/ECE students	Duration	Fee
1	Game Development using Buildbox	3 days	100
2	Fundamentals in Game Development using Unity3D & C#	6 days	250

S No	Programs Offered in Amazon Web Services( AWS) for Computer ENGG/ECE students	Duration	Fee
1	Cloud Literacy	1 Day	Free
2	Cloud Computing_101	2 Days	Free
3	ALEXA SKILLS	5 days	100
4	Associate Cloud Architect	5 days	100

S No	Programs Offered in Python for all Engg. Students	Duration	Fee
1	Python Basics	3 Days	150
2	Advanced Python	3 Days	150
3	Applied Data Science foundations	3 Days	150
4	Web Development with Python	6 Days	300

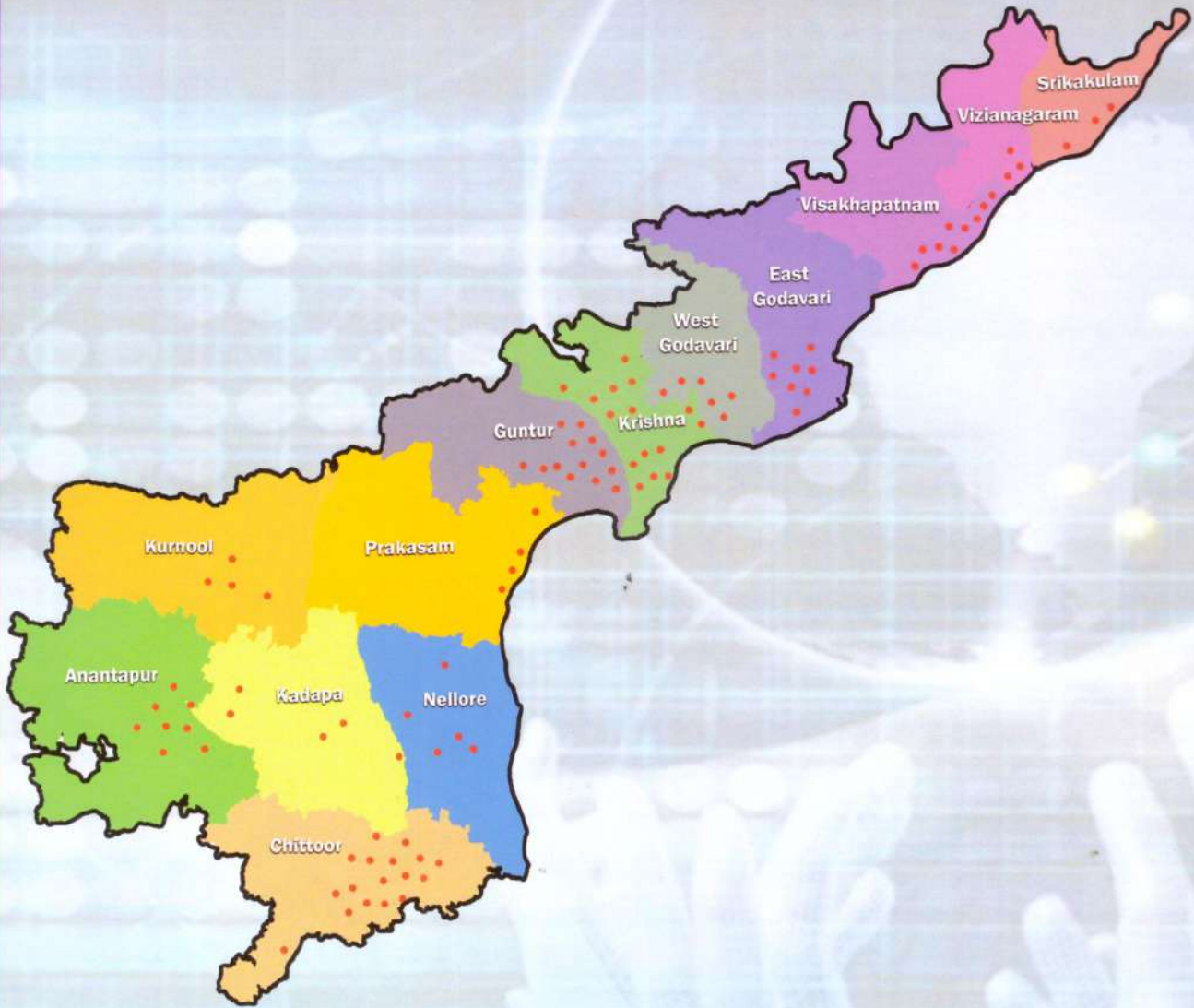
S No	Programs Offered in Problem Solving & Programming	Duration	Fee
1	Raptor	3 Days	100
2	Data Structures and Algorithms	6 Days	250
3	Problem Solving Skills Using C	6 Days	250
4	Programming Content & Challenges(Coding Training)	6 Days	250

S No	Programs Offered in Coursera Certifications:	Duration	Fee
1	1. An Introduction to Programming the Internet of Things (IOT) Specialization- Coursera	18 Days	2800
2	2.Development of Secure Embedded Systems Specialization - Coursera	12 Days	
3	Python for Everybody	14 Days	2800
4	Applied Data Science with Python	1 Month	
5	Introduction to C# Programming and Unity , More C# Programming and Unity	12 days	2800





# CHIEF MINISTER'S SKILL EXCELLENCE CENTER



**Andhra Pradesh State Skill Development Corporation**

Department of Skill Development, Entrepreneurship & Innovation, Govt. of Andhra Pradesh  
3<sup>rd</sup> floor, G&J Infra Building, Tadepalli, Andhra Pradesh-522501



Website: [www.apssdc.in](http://www.apssdc.in)

Toll Free: 1800-425-2422





**KUSALAVA**  
INTERNATIONAL LTD.

# **MEMORANDUM OF UNDERSTANDING (MOU)**

**BETWEEN**

**SRK INSTITUTE OF TECHNOLOGY  
VIJAYAWADA.**

**And**

**KUSALAVA INTERNATIONAL LTD**

**ADAVINEKKALAM, KRISHNA DT, ANDHRA PRADESH**



## **MEMORANDUM OF UNDERSTANDING**

This **Memorandum of Understanding** (hereinafter called as the 'MOU') is entered into on this day, that is 3<sup>rd</sup> February 2020.

### **BETWEEN**

**SRK INSTITUTE OF TECHNOLOGY, ENIKEPADU, VIJAYAWADA, AP-521108, the First Party** represented herein by its **Name of Competent Authority / Representative** (hereinafter referred as '**First Party**', the institution which expression, unless excluded by or repugnant to the subject or context shall include its successors – in-office, administrators and assigns).

### **AND**

**KUSALAVA INTERNATIONAL LTD, GOLLA GUEDEM, ADAVINEKKALAM, NUZVID ROAD, AGIRIPALLI MD, KRISHNA DIST, AP -521212, the Second Party**, and represented herein by its Zonal / Divisional Head, **Name of Competent Authority / Representative**, (hereinafter referred to as "**Second Party**", company which expression, unless excluded by or repugnant to the subject or context shall include its successors – in-office, administrators and assigns).

(First Party and Second Party are hereinafter jointly referred to as 'Parties' and individually as 'Party')



**WHEREAS:**

- A) First Party is a Higher Educational Institution named: **SRK INSTITUTE OF TECHNOLOGY**
- B) First Party & Second Party believe that collaboration and co-operation between themselves will promote more effective use of each of their resources, and provide each of them with enhanced opportunities.
- C) The Parties intent to cooperate and focus their efforts on cooperation within area of Skill Based Training, Education and Research.
- D) Both Parties, being legal entities in themselves desire to sign this MOU for advancing their mutual interest;
- E) **KUSALAVA INTERNATIONAL LTD**, the Second Party is engaged in Business, Manufacturing, Skill Development, Education and R&D Services in the fields of - Designing and manufacturing of critical engine parts and supplying to major OEM's in India.
- F) **KUSALAVA INTERNATIONAL LTD**, also has a dominating presence in the After Market, its products are marketed under the brand name Tiger Power, and currently Tiger Power possesses a market share of 35% in India and 30% in USA.
- G) **KUSALAVA INTERNATIONAL LTD**, Started in 1964 as a small foundry under the visionary leadership of Mr. Kusalava (chairman) today **KUSALAVA INTERNATIONAL LTD** has transformed itself into a truly professional organization with revenues close to 25 million USD. The company has established itself as the preferred supplier of cylinder liners worldwide.



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

**CLAUSE 1 CO-OPERATION**

- 1.1 Both Parties are united by common interests and objectives, and they shall establish channels of communication and co-operation that will promote and advance their respective operations within the **Institution** and its related wings. The Parties shall keep each other informed of potential opportunities and shall share all information that may be relevant to secure additional opportunities for on each other.
- 1.2 First Party and Second Party co-operation will facilitate effective utilization of the intellectual capabilities of the faculty of First Party providing significant inputs to them in developing suitable teaching / training systems, keeping in mind the needs of the industry, the Second Party.
- 1.3 The general terms of co-operation shall be governed by this MOU. The Parties shall cooperate 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. The term of Definitive Documents shall be mutually decided between the Parties. Along with the Definitive Documents, this MOU shall represent the entire understanding as to the subject matter hereof and shall supersede any prior understanding between the Parties on the subject matter hereof.



## **CLAUSE 2 SCOPE OF THE MoU**

- 2.1 The budding graduates from the institutions could play a key role in technological up-gradation, innovation and competitiveness of an industry. Both parties believe that close co-operation between the two would be of major benefit to the student community to enhance their skills and knowledge.
- 2.2 **Curriculum Design:** Second Party will give valuable inputs to the First Party in teaching / training methodology and suitably customize the curriculum so that the students fit into the industrial scenario meaningfully.
- 2.3 **Industrial Training & Visits:** Industry and Institution interaction will give an insight into the latest developments / requirements of the industries; the Second Party to permit the Faculty and Students of the First Party to visit its group companies and also involve in Industrial Training Programs for the First Party. The industrial training and exposure provided to students and faculty through this association will build confidence and prepare the students to have a smooth transition from academic to working career. The Second Party will provide its Labs / Workshops / Industrial Sites for the hands-on training of the learners enrolled with the First Party.
- 2.4 **Internships and Placement of Students:** Second Party will actively engage to help the delivery of the Internship and placement of students of the First Party into internships/jobs, as per AICTE internship Policy. The Second Party will also register itself on AICTE Internship Policy Portal for disseminating the Internship opportunities available with them.



- 2.5 **Research and Development:** Both Parties have agreed to carry out the joint research activities in the fields of research oriented innovation technologies. It includes creating a plethora of opportunities for students, researchers and academicians to interact with industries in application development for societal benefits.
- 2.6 **Skill Development Programs:** Second Party to train the students of First Party on the emerging technologies in order to bridge the skill gap and make them industry ready.
- 2.7 **Guest Lectures:** Second Party to extend the necessary support to deliver guest lecturers to the students of the First Party on the technology trends and in house requirements.
- 2.8 **Faculty Development Programs:** Second Party to train the Faculties of First Party for imparting industrial exposure/ training as per the industrial requirement considering the National Occupational Standards in concerned sector, if available.
- 2.9 Both Parties to obtain all internal approvals, consents, permissions, and licenses of whatsoever nature required for offering the Programs on the terms specified herein.
- 2.10 There is no financial commitment on the part of the **SRK INSTITUTE OF TECHNOLOGY**, the First Party to take up any program mentioned in the MoU. If there is any financial consideration, it will be dealt separately.



### CLAUSE 3 INTELLECTUAL PROPERTY

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

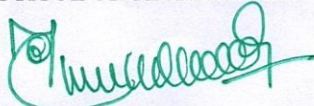
### CLAUSE 4 VALIDITY

- 4.1 This Agreement will be valid until it is expressly terminated by either Party on mutually agreed terms, during which period **KUSALAVA INTERNATIONAL LTD**, the Second Party, as the case may be, will take effective steps for implementation of this MOU. Any act on the part of **KUSALAVA INTERNATIONAL LTD**, the Second Party after termination of this Agreement by way of communication, correspondence etc., shall not be construed as an extension of this MOU
- 4.2 Both Parties may terminate this MOU upon 30 calendar days' notice in writing. In the event of Termination, both parties have to discharge their obligations.

### CLAUSE 5 RELATIONSHIP BETWEEN THE PARTIES

5.1 It is expressly agreed that **First Party** and **Second Party** are acting under this MOU as independent contractors, and the relationship established under this MOU shall not be construed as a partnership. Neither Party is authorized to use the other Party's name in any way, to make any representations or create any obligation or liability, expressed or implied, on behalf of the other Party, without the prior written consent of the other Party. Neither Party shall have, nor represent itself as having, any authority under the terms of this MOU to make agreements of any kind in the name of or binding upon the other Party, to pledge the other Party's credit, or to extend credit on behalf of the other Party.

SRK INSTITUE OF TECHNOLOGY



PRINCIPAL

SRK Institute of Technology  
ENIKEPADU, VIJAYAWADA-521 108.

KUSALAVA INTERNATIONAL LTD

For KUSALAVA INTERNATIONAL LTD.



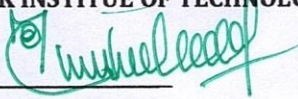
Director



Any divergence or difference derived from the interpretation or application of the MoU shall be resolved by arbitration between the parties as per the Arbitration Act, 1996. The place of the arbitration shall be at District Head Quarters of the First Party. This undertaking is to be construed in accordance with Indian Law with exclusive jurisdiction in the Courts of **KRISHNA, AP.**

**AGREED:**

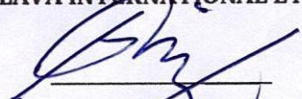
For **SRK INSTITUTE OF TECHNOLOGY**



Authorized Signatory  
**PRINCIPAL**

**SRK Institute of Technology**  
ENIKEPADU, VIJAYAWADA-521 108

For **KUSALAVA INTERNATIONAL LTD,**

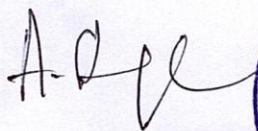


Authorized Signatory  
For **KUSALAVA INTERNATIONAL LTD.**

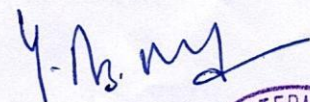
Director

SRK INSTITUTE OF TECHNOLOGY	KUSALAVA INTERNATIONAL LTD
SRK INSTITUTE OF TECHNOLOGY, ENIKEPADU, VIJAYAWADA, AP-521108,	KUSALAVA INTERNATIONAL LTD, GOLLA GUEM, ADAVINEKKALAM, NUZVID ROAD, AGIRIPALLI MD, KRISHNA DIST, AP -521212
Dr. M.Ekambaram Naidu, Principal	Sri. Y GOPAL RAO, Whole Time Director Operations.
E-mails: srktech@gmail.com	E-mail: <a href="mailto:ygr@kusalava.com">ygr@kusalava.com</a> , <a href="mailto:hr@kusalava.com">hr@kusalava.com</a>
Web: <a href="http://www.srkit.in">www.srkit.in</a>	Web: <a href="http://www.kusalava.com">www.kusalava.com</a>

Witness1:




Witness2:




Witness3:



Witness4:







Microchip Academy RTC India



**MICROCHIP**  
Academic Program



---

## MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (MOU) is made this day, the 13th of February 2019, between:

**Microchip Academic Program Regional Training Center**, having its headquarter at **Trident ICT Academy**, F2, Technology Corridor, Near Infocity, Patia, Bhubaneswar, Pin-751024 (hereinafter referred to as 'MAPRTC' which expression shall include its representatives, successors and assignees) of other part

AND

**SRK Institute of Technology**, located at, Enikepadu, Vijayawada, Andhra Pradesh, Pin 521108, (hereinafter referred to as "SRKIT" which expression shall include its representatives, successors and assignees) of other part

MAPRTC and Institute are jointly referred to as 'Parties' in this MOU.

WHEREAS all parties have expressed mutual interest in setting up the Microchip Academic Program at the premise of the Institute only (not for Group of Institutions).

In consideration of the mutual obligations herein contained, the parties agree as follows:

### OBJECTIVE AND SCOPE OF WORK

The primary objective of the parties is to set up a joint Center of Excellence at SRKIT to provide a platform for exploiting state of art technology, providing technical training, development of intellectual property and providing facilities for the development of products and solutions.

### INSTITUTE RESPONSIBILITIES

1. Institute will ensure that it will first obtain a Microchip Academic Partner Number (APN) from Microchip
2. Institute will create an account on Microchip Direct using the URL [www.microchipdirect.com](http://www.microchipdirect.com)
3. Institute will appoint one person as Single Point of Contact (SPOC) for the MAP Partner program.
4. Institute would train at-least 100 students in every academic year on Microchip Training Courses (online or instructor led)
5. Institute will ensure that at least two faculty members undergo a faculty training program as part of the on boarding process for becoming a Microchip Academic Program Partner.
6. Institute will make sure that it procures all the basic hardware needed to setup a Microchip Lab and complete the on boarding process with MAPRTC



6. Institute will make sure that it procures all the basic hardware needed to setup a Microchip Lab and complete the onboarding process with MAPRTC
7. Institutewould provide space outside the lab for a name board/placard (design provided by MAPRTC) for recognizing Microchip Academic Program MAPRTC will coordinate the donation of software and equipment from Microchip to the Academy.
  - a. Institute will make the placard and put it up within two weeks of receiving the placard design and shall intimate MAPRTC of the same
8. Institute will send one report per semester regarding all the activities conducted as part of the lab
  - a. Number of students trained with their relevant contact information
  - b. Number of students who have undergone Microchip Training Certification
  - c. Number of faculty members who have undergone trainings if any

### **MAPRTC RESPONSIBILITIES**

1. MAPRTC will on board the Academy as Microchip Academy & assist to setup Microchip Lab.
2. As part of on boarding process, two instructor's training will be coordinated by MAPRTC with preferred Microchip Training Partner.
3. MAPRTC will provide course completion Certificate to trained Instructor, on successful completion of the courses.
4. MAPRTC will provide the Academy with coupons to get access online courses through its preferred Training Partner, according to the requested number of students from the Academy.
5. MAPRTC will provide Course Completion Certificate to enrolled students through Microchip, on successful completion of the courses.
6. MAPRTC with gradeME will extend placement assistantship to Microchip Certified Candidates, who are enrolled through MAPRTC.
7. MAPRTC will conduct Student in-person training (paid model), if the Institute is interested, with the support of preferred Microchip Training Partner Eduvance.

### **VALIDITY**

This MOU is valid for two years from the date of signing of this MOU. Thereafter theMOU may be renewed for such term and on conditions as may be agreed between the Parties.

### **NO ASSIGNMENT**

Neither party without the written consent of the other may assign either the benefit orthe burden of this MOU.



## NOTICES

Notices would be deemed to have been given provided they are sent in writing by registered mail and a copy of the same is faxed to either of the parties by the other party to the following addresses and fax numbers.

**Associate Director, Trident Group  
Microchip Academic Program RTC, India**  
Trident ICT Academy  
F2, Technology Corridor, Near Infocity,  
Patia, Bhubaneswar, Pin-751024  
Tel: 9937316299, 9438668887

**Director/Principal  
SRK Institute of Technology**  
Enikepadu,  
Vijayawada,  
Andhra Pradesh 521108  
Tel : 8374956444, 8374945444

## ENTIRE AGREEMENT

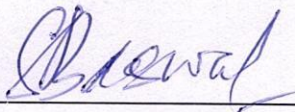
This document represents the entire agreement between the Parties regarding the subject matter of this MOU and can only be amended or modified by an agreement in writing signed by the Parties hereto.

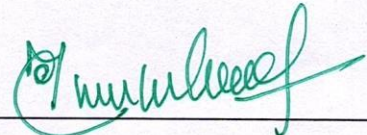
## SIGNATURES

This MOU will come into effect on the day date of signature of the representative of both parties as given:

**For MAPRTC:**

**For SRKIT:**

Signature: 

Signature: 

Name: Mr. Satya Ranjan Biswal


Name: Dr. M Ekambaram Naidu

Title: Associate Director, Trident Group

Title: Principal

Date: 13<sup>th</sup> Feb, 2019

Date: 08/02/2019

Seal: 

Seal: 





### **L4G CAMPUS PARTNERSHIP AGREEMENT WITH SRKI**

**THIS L4G CAMPUS PARTNERSHIP AGREEMENT ("Agreement")** is made and entered into as of the 10 day of April, 2020 (the "**Effective Date**"), by and between

**L4G SOLUTIONS PRIVATE LIMITED** (CIN No. U80301TG2019PTC135505), a Company Registered under the laws of India, having its corporate office at Plot No. 280, Road No. 78, Jubilee Hills, Hyderabad 500033, India (referred to as "**L4G**" or "**FIRST PARTY**"); AND

**SRK INSTITUTE OF TECHNOLOGY** (AICTE ID:1-3585751), a College, having its campus at Enikepadu, Krishna Dt, AP, India (referred to as "**SRKI**" or "**Campus Partner**" or "**SECOND PARTY**");

Both L4G and SRKI shall be individually referred to as "**Party**" and jointly as "**Parties**";

#### **RECITALS**

WHEREAS, L4G is a one-stop integrated platform that creates an end-to-end ecosystem for Education, Skill, Employability and Entrepreneurship. L4G connects the dots in the system through effective collaboration between the dynamic group of stalwarts which comprises of educationists, academicians, industrialists, ex-government officials, technology partners, Human Resource Specialists, Start-up Entrepreneurs and large pool of trainers across multiple disciplines;

WHEREAS, L4G is working with Knowledge Partners like Coursera, Google, AWS, The Institute for Enterprise Growth Foundation etc. to work with higher educational institutions ('Campus Partners') pan India for use by their Students and Faculty ("Users") through L4G Aggregator Framework.

WHEREAS, SRKI is a Higher Educational Institution in the field of Engineering and Education;

WHEREAS the Parties have agreed to enter into a relationship, certain confidential information including and without limitations - technical, patented, financial information and trade secrets may be disclosed between parties;

WHEREAS, the Parties have agreed as set forth the scope of work here in this Agreement and associated price for L4G's Aggregator Platform in furtherance of the terms of this Agreement;

**NOW, THEREFORE**, in consideration of the promises hereinafter contained, the parties hereby agree as follows:

1. **Purposes and Authority:** The purpose of this Agreement is to set forth the mutually agreeable terms and conditions under which both parties will cooperate in order to provide L4G's Aggregator Platform to the 'Users' of SRKI.

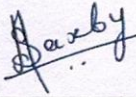



2. **Term, Fees and Billing:** The Term of this agreement is for one year. L4G will invoice the Campus Partner or the 'Users' directly as per the price mutually agreed under this Agreement - Annexure I Price Schedule. The Campus Partner shall ensure that the payments from all the 'Users' shall be paid to L4G either by the Campus Partner by collecting from 'Users' or the 'Users' directly paying to L4G. All Fees hereunder are non-cancelable and non-refundable upon issuance of any invoice or User License by L4G.
3. **Taxes:** The price is exclusive of applicable GST/IGST. The applicable GST/IGST will be charged to the User at the time of issuance of Invoice by L4G.
4. **Parts of this Agreement:** This Agreement consists of the Annexures listed below, which are part and parcel of this Agreement.
  - a) Annexure - I: L4G's Aggregator Platform
  - b) Annexure - II: Price Schedule
5. **Entire Agreement:** This Agreement, and all Annexures and documents referenced herein, is the parties' entire agreement relating to its subject and supersedes any prior or contemporaneous agreements on that subject.
6. **Recitals:** The recitals to this Agreement shall be deemed to be part of the terms of this Agreement.
7. **Counterparts:** This Agreement may be executed in two counterparts, each of which shall be deemed an original Agreement for all purposes and which collectively shall constitute one and the same Agreement.

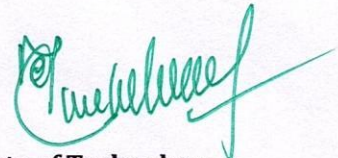
By signing below, the Parties agree to be legally bound by the terms and conditions set forth in this Agreement.

**IN WITNESS THEREOF**, the parties hereto have executed this Agreement as of the Effective Date.

For and on behalf of For and on behalf of:


**L4G Solutions Private Limited**  
By  
Name: Angel Saxby  
Title: Vice President - Corporate Connect  
Date: 10-April-2020



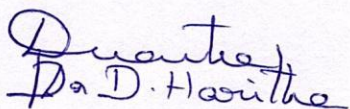
**SRK Institute of Technology**  
By  
Name: Dr M. Ekambaram Naidu  
Title: Principal  
Date: 10-April-2020

PRINCIPAL  
**SRK Institute of Technology**  
ENIKEPADU, VIJAYAWADA-521 108.

**Witnesses:**

  
Name: Irlapati Nagababu

Address: Hyderabad, Telangana  
Contact No: +91 9553770066

  
Name: Dr D. Haritha  
Address: SRKIT  
Contact No: 9440618096



**ANNEXURE - I**  
**L4G CAMPUS PARTNERSHIP - FEATURES & BENEFITS**

**L4G's Aggregator Platform:**

- Coursera for Coronavirus Response Program (C4CV) Learning Assessment (mandatory for all learners) on:
  - Skills of Today + Skills for Career Success
  - Skills of Tomorrow + Skills for Career Success
- Get access to L4G Portal with Coursera for Coronavirus Response Program (C4CV) Performance Data
- Press release by Coursera-L4G-College on C4CV Journey
- Publish the Learning Outcomes to Recruiters (by College and L4G)
- Showcase the impact of Digital Learning through C4CV during the lockdown to External Agencies for Rankings and Accreditations through the College Digital Dashboard
- Digital Portfolio of the College as per its Governance structure
- Digital Dashboard of the College with L4G initiated programs (ongoing & coming up - free & paid) like Google, AWS, The Institute for Enterprise Growth Foundation, etc.
- Facilitate visibility of the College/Learners on Social Media
- Campus Recognition Certificates for College/Department - Online Learning
- Appreciation Certificates for Principal/HODs for their efforts to drive Online Learning
- Best Performer Certificates for Faculty/Students
- Digital Transformation Leader Certificates for SPOCs

**Dedicated online L4G Team:**

- Program (Customer Success) Manager
- Program Coordinator

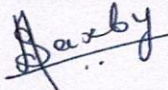
**In addition to the above team; the following teams from L4G will provide Online Support:**

- Implementation & Planning Team
- Data Team
- Online Proctored Assessment Team
- Technical Support Team
- Portal & Dashboard Teams
- Digital Marketing Team

**SRKI to provide the following details to L4G for effective implementation of this Agreement:**

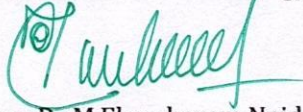
1. Governance Structure for customization of the Portal and provide access
2. Reports & Analytics required
3. Recruiters Information to provide access to the Portal
4. Learning Assessment Schedule (dates to conduct online proctored assessment) for:
  - a. Skills of Today + Skills for Career Success
  - b. Skills of Tomorrow + Skills for Career Success

**L4G Solutions Private Limited**

By   
Name: Angel Saxby  
Title: Vice President - Corporate Connect  
Date: 10-April-2020



**SRK Institute of Technology**

  
Name: Dr. M. Ekambaram Naidu  
Title: Principal  
Date: 10-April-2020

**PRINCIPAL**  
**SRK Institute of Technology**  
**ENIKEPADU, VIJAYAWADA-521 106.**



**ANNEXURE - II**  
**L4G CAMPUS PARTNERSHIP - PRICE SCHEDULE**

Year	No. of User Licenses/ Campus	Annual Price per User (INR)	Total Annual Amount (INR)
Academic Year 2020-21	2000	Nil	Nil

The price includes L4G's Aggregator Platform listed as per ANNEXURE - I

**Payment:** SRKI should take the responsibility to consolidate the Users branch-wise and send the information to L4G after which L4G will raise the invoice.

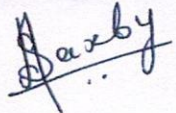
The following are the options for Fee payment - to be paid within one week of L4G raising the Invoice:

Option 1: Users will pay to the College - College will pay to L4G

Option 2: Users will pay directly to L4G through online payment here

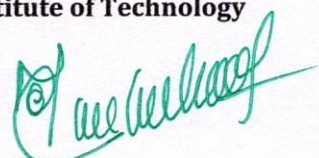
**L4G Solutions Private Limited**

By

  
Name: Angel Saxby  
Title: Vice President - Corporate Connect  
Date: 10-April-2020

**SRK Institute of Technology**

By

  
Name: Dr M. Ekambaram Naidu  
Title: Principal  
Date: 10-April-2020

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**SRK Institute of Technology**  
ENIKEPADU, VIJAYAWADA-521 108.



**PARTNER ACCEPTANCE DOCUMENT  
INDIA**

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



Parties	
<b>Partner information</b>	<b>Red Hat India Private Limited.</b>
Company Name: <b>SRK Insitute of Technology</b>	Contact Name: Aneesh Puthiya Valappil
Address: NH-5, Enikepadu, VIJAYAWADA, Andhra Pradesh :- 521108	Email: aputhiya@redhat.com
Contact name: Dr. M Ekambaram Naidu	Tel.no. +91 -22-61147506
Email: <a href="mailto:principalsrk@gmail.com">principalsrk@gmail.com</a>	Fax:
Telephone: 0866 - 2843839 / +91 9133606789	

Territory
India

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

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Applicable Program Appendices	Program(s)	Location of Program Terms
<i>(mark all that apply)</i>		
X	Red Hat Academy Program	Attached.

Applicable Terms and Conditions <i>(choose only one)</i>	Partner Terms and Conditions
X	The Partner Terms and Conditions set forth in the attached Appendix 1 and, if not attached, then as set forth at <a href="http://www.redhat.com/licenses/partners/">www.redhat.com/licenses/partners/</a> .

Additional Terms

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

**SRK Insitute of Technology**

Signature

Printed Name

Title

Date

*[Handwritten Signature]*  
Dr. N. Ekambarambaidu

Principal

23/7/2020

**Red Hat India Private Limited**

Signature

Printed Name

Title

Date

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RHC-142886



**1. Purpose**

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

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

**2. Programs, Application Process and Acceptance**

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

**3. Affiliate Authorizations**

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

**4. Territory**

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

**5. Fees**

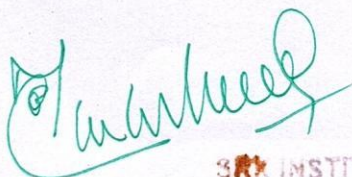
Fees, if applicable, will be as indicated in each appropriate Program Appendix and/or Order Form, and will be due and payable as set forth in such Program Appendix or Order Form subject to this Agreement. All amounts owed under the Agreement are to be paid in Indian Rupees unless specified otherwise.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

**6. Billing, Payment and Taxes**

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

**7. Verifications**

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



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of such verifications. Any on-site visit will occur during regular business hours and will not interfere unreasonably with Partner's business. For an on-site visit, Red Hat will give Partner at least thirty (30) day's prior written notice.

## 8. Trademarks

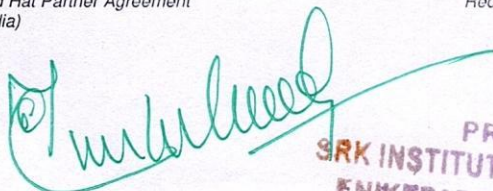
- 8.1 The term "**Red Hat Marks**" means the trademarks owned by Red Hat or a Red Hat Affiliate that are set forth in an applicable Program Appendix. Red Hat grants Partner a non-exclusive, non-transferable, royalty-free, revocable license in the Territory and during the Term to use the Red Hat Marks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

## 9. Additional Requirements

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

## 10. Intellectual Property

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



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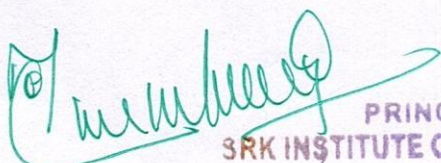


## 11. Limited Warranties, Limitation of Liability, Disclaimer of Damages and Insurance and Indemnity

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

## 12. Publicity and Confidentiality

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

  
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### 13. Termination

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

### 14. General Provisions

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

  
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Materials that Partner uses, sells and/or distributes, and is responsible for all associated obligations, including but not limited to, paying all import duties and tariffs, and obtaining any required regulatory approvals, registrations, and export and import licenses.

**14.3.2** Partner will comply with all applicable laws and regulations including all applicable anti-corruption laws and regulations, such as the U.S. Foreign Corrupt Practices Act and the U.K. Bribery Act (collectively, the "**Anti-Corruption Laws**"), and will not engage in conduct that would cause Red Hat to violate any law or regulation including the Anti-Corruption Laws. Among other conduct, the Anti-Corruption Laws prohibit Partner, directly or indirectly, from receiving anything of value from, or offering anything of value to, either private parties or government or public officials with the intent that the recipient perform improperly a relevant function or activity or a person be rewarded for improper performance. A government or public official includes employees and officers of a government agency, department or instrumentality, as well as the employees or officers of government-owned or government-controlled companies, public international organizations, political parties and candidates for political office. Partner represents and warrants that none of its significant shareholders, owners, partners, officers or directors ("**Partner Officials**") is a government or public official and that if any of the Partner Officials becomes a government or public official, Partner will immediately notify Red Hat in writing in accordance with the terms of this Agreement. Partner will not permit its resellers or partners to do anything that would violate or cause Red Hat to violate any law or regulation including the Anti-Corruption Laws. If Red Hat believes that Partner (or any of its resellers or partners) has breached or may breach any of the provisions of this Section or a notice is provided pursuant to this Section, Red Hat may immediately terminate the Agreement or stop performing its obligations (including making payments, if applicable) without any liability to Partner.

**14.3.3** As required by U.S. law, Partner represents and warrants that it: (a) understands that certain of the Controlled Materials are of U.S. origin and subject to export controls under the U.S. Export Administration Regulations (the "**EAR**"); (b) is not located in any country listed in Country Group E:1 in Supplement No. 1 to part 740 of the EAR; (c) will not export, re-export or transfer the Controlled Materials to (1) any prohibited destination, (2) anyone who has been prohibited from participating in U.S. export transactions by any federal agency of the U.S. government or (3) any end user who Partner knows or has reason to know will use them in the design, development or production of nuclear, chemical or biological weapons, or rocket systems, space launch vehicles, or sounding rockets, or unmanned air vehicle systems; and (d) understands and agrees that if it is in the United States and exports, re-exports or transfers the Controlled Materials to eligible end users, it will, to the extent required by EAR Section 740.17(e), submit semi-annual reports to the U.S. Commerce Department's Bureau of Industry and Security, that include the name and address (including country) of each transferee.

**14.3.4** Partner will not engage in any activity that is prohibited under the Anti-boycotting Act (50 USCA 2407, Part 760).

**14.3.5** Partner acknowledges that Red Hat may be prohibited from providing Controlled Material(s) if Red Hat has knowledge or reason to believe that a violation of the applicable law will or has occurred.

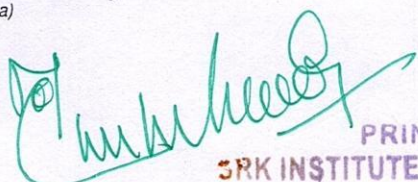
**14.4 No Assignment.** This Agreement is only assignable by Partner with Red Hat's prior written consent. Any assignment made by Partner without Red Hat's prior written consent will be void and Red Hat will not be required to recognize the assignment. Red Hat may assign any or all of its rights and delegate or novate any or all of its obligations hereunder without the prior approval of Partner. At the request of Red Hat, Partner will execute any papers or documents reasonably necessary to give effect to such assignment or novation. Partner shall promptly notify Red Hat of any material change to its ownership structure.

**14.5 Independent Contractor.** Partner and Red Hat are independent contractors for all purposes, without express or implied authority to bind the other. Neither Party nor its employees, agents or contractors is entitled to any employee benefits of the other. Each Party will be responsible for all costs and expenses incident to performing its business. Nothing in this Agreement shall be deemed to constitute a partnership or to create a relationship of principal and agent between the Parties for any purpose.

**14.6 Force Majeure.** Neither Party will be liable for nonperformance or delays caused by acts of God, wars, riots, strikes, fires, floods, earthquakes, government restrictions, terrorist acts or other causes beyond its reasonable control. Upon the occurrence of any of the foregoing, the date of performance will be deferred for a period of time equal to the time lost by reason of the delay. This section does not relieve either Party of its obligation(s) to make payments.

## 15. Miscellaneous

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



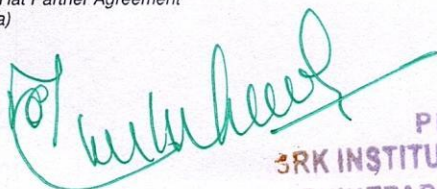
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Parties. (g) The Parties acknowledge that they have each reviewed and participated in settling the terms of this Agreement. Furthermore, the Parties agree that any rule of construction to the effect that any ambiguities are to be resolved against the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

**16. Authorized Signatures**

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



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

2. **Definitions.**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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



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### 3. License and Ownership

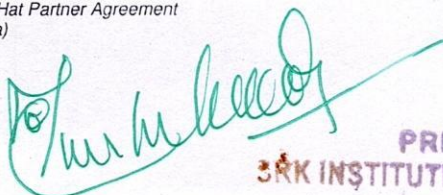
- 3.1 License Grant.** Upon Partner paying the applicable Fee(s), Red Hat grants Partner a non-exclusive, revocable, fully paid license, with no right to sublicense (including, but not limited to, sell), to use the Curriculum and Course Materials pursuant to the Agreement as follows: (a) distribution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

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

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

### 4. Fees and Payment

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



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



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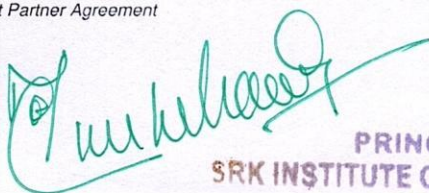
**1. Red Hat Academy Subscription.** Red Hat Academy Subscriptions contain the following:

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

**2. Partner Requirements.**

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

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

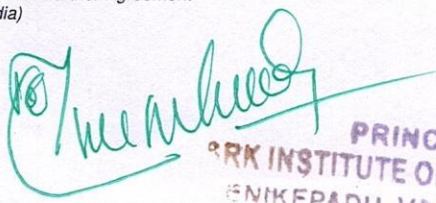


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Red Hat Academy:



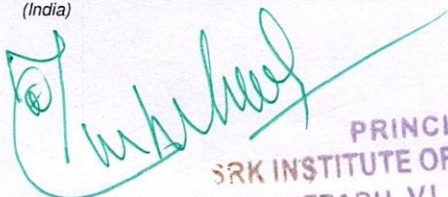
  
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**Red Hat Services**

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

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



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# **MEMORANDUM OF UNDERSTANDING**

**BETWEEN**



**EduSkills Foundation ("EduSkills")**

**AND**



**SRK Institute of Technology**

**FOR EDUSKILLS MEMBERSHIP PROGRAM**



This Memorandum of Understanding ("MOU") is effective from the date of signatures below ("Effective Date"); hereinafter, each a "Party" or together, "the Parties". EduSkills will be referred as 'First party' and other party will be referred as 'Second party'.

The Parties have been discussing a proposed collaboration in the area of "**Skill Development, IT Education and Workforce Development Programs**" ("Collaboration Areas").

Now the Parties agree as follows:

**A. NON-BINDING TERMS.**

The Parties understand that MOU is intended only to summarize the current understanding of the parties with respect to the principal terms of the proposed collaboration.

The Parties understand that this **MOU** is intended only to summarize the current understanding of the Parties with respect to the Collaboration Areas and to facilitate their further discussions regarding certain objectives of the proposed partnership, as more fully described in Exhibit A, which are non-binding on the Parties. The terms and objectives set forth in Exhibit A shall be used for discussion purposes only and shall not be deemed to create any rights or obligations for or on behalf of any Party.

**B. BINDING TERMS**

The Parties hereby acknowledge and agree that the following subsections under this Section B (Binding Terms) shall be binding and create legal rights and obligations on the Parties.

**1. Confidentiality**

In this MOU "Confidential Information" means any information or data, irrespective of the form and nature thereof, that is material to the Party disclosing such information ("Discloser") to the other Party ("Recipient"), including, but not limited to technical know how, specifications, designs, models, software, techniques, drawings, processes, as well as industrial and intellectual property rights, business information, trade secrets, customer lists, financial information, process, costs, sales and marketing plans, information posted on their respective websites or any other information with the Recipient knows or reasonably ought to know is confidential, proprietary or trade secret information of the Discloser.

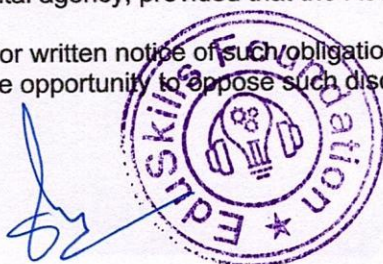
The Recipient shall at all times, both during the term of this MOU and for a period of at least three (3) years after its expiration or termination, keep in trust and confidence all such Confidential Information, and shall not use such Confidential Information other than for the purpose of fulfilling its obligations under this MOU, nor shall the Recipient disclose any such Confidential Information to any third party without the Disclosing Party's prior written consent. Upon termination of this MOU or written request from the Discloser, the Recipient shall, within fifteen (15) days from such termination or request, return all Confidential Information and any and all copies thereof to the Discloser, or at the Discloser's option, destroy the Confidential Information and any and all copies thereof, and certify such destruction

The obligations of confidentiality set forth herein shall not apply to information which;

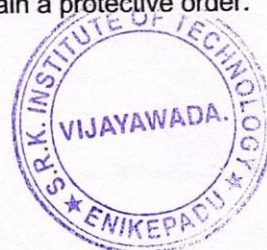
- a. Was rightfully in possession of or known to the Recipient without any obligation of confidentiality prior to receiving it from the Discloser;
- b. Is, or subsequently becomes, legally and publicly available without breach of this MOU;
- c. Is rightfully obtained by the Recipient from a source other than the Discloser, without any obligation of confidentiality; or
- d. Is developed by or for the Recipient without use of the Confidential Information.

The Recipient may only disclose Confidential Information pursuant to a valid order issued by a court or governmental agency, provided that the Recipient provides the Discloser:

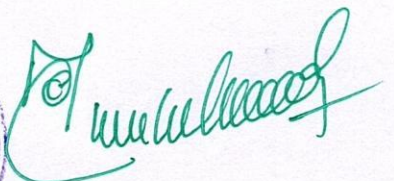
- a. Prior written notice of such obligation; and
- b. The opportunity to oppose such disclosure or obtain a protective order.



A blue ink signature is written over a circular purple stamp. The stamp contains the text "EduSkills Foundation" around the perimeter and a central logo featuring a lightbulb and a gear.



A circular purple stamp with the text "S.R.K. INSTITUTE OF TECHNOLOGY" around the top and "VIJAYAWADA" and "ENIKEPADU" around the bottom.



A green ink signature is written over the stamp.



The Confidential Information shall remain the property of the Discloser and no license to any existing or future intellectual property rights or Confidential Information is granted or implied under this MOU.

All Confidential Information is provided "AS IS". The Discloser shall not be liable for any inaccuracy or completeness of the Confidential Information, nor are there any express or implied representations or warranties by either party to the other, including with respect to the infringement of any intellectual property rights or any right of privacy, or any rights of third persons.

## 2. Scope

The scope of this MOU does not cover any development work, testing, licensing, distribution, support, sales, or maintenance. Should the Parties decide to pursue such matter that is outside the scope of this MOU, the Parties shall enter into a development, license, distribution, or other appropriate written agreement(s) accordingly.

## 3. Publicity

The Parties hereby agree that no press release or other public announcements regarding this MOU or any agreements contemplated thereby shall be made without prior review and written agreement signed by a duly authorized representative of the other Party.

## 4. Term and Termination

The Parties agree that this MOU shall be effective as of the Effective Date and shall continue in effect until the earliest occurrence of one of the following: (1) the execution of a definitive MOU or definitive agreement relating to the scope of this MOU; (2) written notice by one Party to the other of termination of this MOU; or **thirty six (36) months** from the Effective Date of this MOU. Section B (including all subsections) shall survive any termination of this MOU. Upon expiry of the Term, it is the intention of the Parties to further progress the solutions initiated under this MOU towards overall achievement of the objectives and outcomes contemplated herein. Second party shall, to this extent, endeavor to continue maintaining and promoting such solutions and projects to further the objectives set forth in the MOU.

## 5. Limitation of Liability

Except for liability relating to either Party's breach of the other Party's confidential information or intellectual property rights, in no event shall either Party be liable to the other Party for any direct, indirect, incidental, special, punitive or consequential damages or loss of profits, lost revenue or loss of data.

Notwithstanding the foregoing, nothing in this MOU shall limit the Parties liability for bodily injury or death caused by its negligence or its liability in the tort of deceit.

## 6. Intellectual property rights

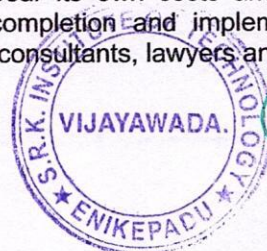
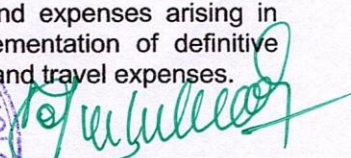
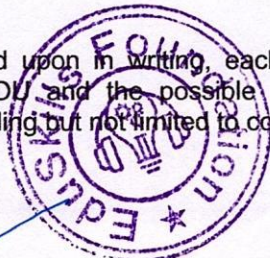

Each Party will retain the exclusive rights, title and ownership of all its pre-existing Intellectual Property, Confidential Information and materials (including, without limitation, proprietary ideas, sketches, diagrams, text, know-how, concepts, proofs of concepts, artwork, software, algorithms, methods, processes, identifier codes or other technology) owned or developed by such Party.

## 7. Governing laws and jurisdiction

The Parties shall make efforts in good faith to amicably resolve all disputes as may arise out of or in connection with this MOU. This MOU shall be subject to and governed by the laws of India and the Indian courts shall have exclusive jurisdiction over any claim arising under this **MOU**. Notwithstanding the foregoing, either Party may seek interim injunctive relief in any court of appropriate jurisdiction with respect to any alleged breach of such Party's intellectual property or proprietary rights.

## 8. Costs

Unless otherwise agreed upon in writing, each Party shall bear its own costs and expenses arising in connection with this MOU and the possible negotiations, completion and implementation of definitive Agreements if any, including but not limited to, costs of experts, consultants, lawyers and travel expenses.





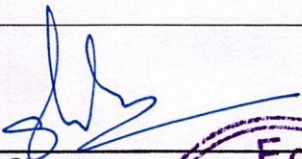
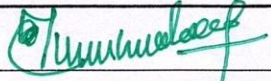
9. **Amendment**

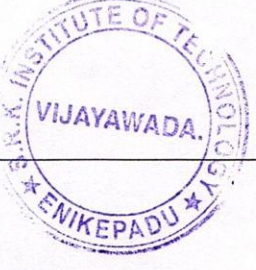
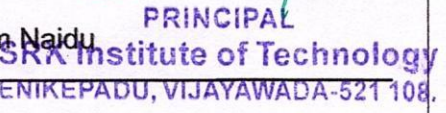
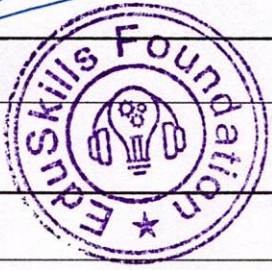
This MOU may be amended at any time by the mutual written assent of the Parties.

10. **Severability.**

Should any portion of this MOU be determined to be illegal or unenforceable, the remainder of the MOU shall continue in full force and effect, and either party may renegotiate the terms affected by the severance.

IN WITNESS WHEREOF, the parties hereto have executed this **MOU** by persons duly authorized as of the date and year first above written.

Signed for and on behalf of <b>EduSkills Foundation</b>	Signed for and on behalf of <b>SRK Institute of Technology</b>
By:  Authorized Signatory	By:  Authorized Signatory
Shubhajit Jagadev Name	Dr. M. Ekambaram Naidu Name
Executive Director Designation	Principal Designation
Date 17 <sup>th</sup> June 2020	Date 17 <sup>th</sup> June 2020
<b>Address for communication:</b> EduSkills Foundation #806, DLF Cyber City, Technology Corridor, Infocity, Bhubaneswar – 7510024, Odisha, India Email: info@eduskillsfoundation.org	<b>Address for communication:</b> SRK Institute of Technology, AIR Port Road, 44, Eluru Rd, Enikepadu, Vijayawada, Andhra Pradesh 521108 Email: principalsrk@gmail.com





## EXHIBIT A

### NON-BINDING TERMS

#### 1. Scope and Intent

**EduSkills** and **SRK Institute of Technology** have decided to work together for the purpose of expanding digital skills into higher education system through offering various world class technical programs in Networking, Cybersecurity, Cloud computing, automation, RPA and other industry 4.0 skills to the colleges and their students.

#### 2. Proposed obligations of **EduSkills**:

- To offer digital content and courses of up to 8 global academy programs to its member institution.
- To offer LMS of the academy programs, where ever applicable.
- To offer branding collaterals access and usage of academy programs.
- 'Train the Trainers' to the nominated educators by the institution.
- Virtual orientation session/workshop for the institution.
- In-person/remote support for any troubleshooting needed during the onboarding process.
- To offer opportunities to participate in job fairs, seminars, conferences and any regional/national/global competitions or platforms for the students, educators and/or institution's leadership.

#### 3. Proposed Obligations of **SRK Institute of Technology**:

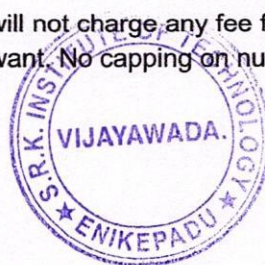
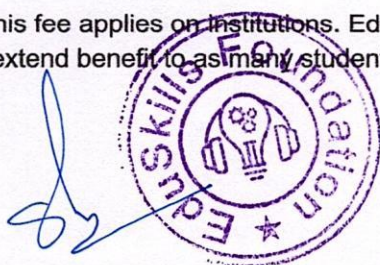
- To create awareness for adoption and registration of technical courses from interested students.
- To nominate a point of contact who could monitor and review the program updates.
- Pay membership **fee every year**. Following year's membership fee can be incremented on nominal basis, if the need arises. **Agreement to be renewed after 3 years**.
- GoDaddy Academy: Minimum 50 students commitment every year.
- VMware Academy: Yearly subscription fee needs to be paid to VMware directly.
- Institution need to bear the expense for the AWS, GoDaddy & Red Hat Global Certification fee of faculties as its mandatory.
- Minimum 100 students commitment for each academy program every year.
- To ensure following pre-requisites to be followed by the participating colleges:
  - a. High speed broadband connectivity, computer labs for relevant courses and classroom IT set-up for all participating institutions.
  - b. Identify upto 2 (Two) Educators with required qualification like Engineers/MCA in Computer Science/IT/Electronics, etc. or experienced diploma holders to receive Training of Trainers for each academy program.

#### 4. Annual Membership Fee

- Year 1: INR 40,000 + Training fee + GST
- Year 2: INR 40,000\* + GST
- Year 3: INR 40,000\* + GST

\* Can be incremented annually on a very nominal basis.

**Please Note:** This fee applies on institutions. EduSkills will not charge any fee from the students. Institutions may enroll and extend benefit to as many students they want. No capping on number of students.



A green ink signature is written over the stamp.