

MEMORANDUM OF UNDERSTANDING

AGREEMENT made this **Eleventh Day of September 2018**, by and between, **Dhanush EnggServices India Pvt. Ltd** and **Swarnandhra Institute of Engineering & Technology** whose address is **Seetharampuram, Narsapur, West Godavari, Andhra Pradesh, INDIA - 534280**, hereinafter referred to as the "College", and Dhanush, whose principal place of business is located at, **H.No:6-3-788/A/9, 2nd Floor,Durga Nagar Colony, Ameerpet, Hyderabad, Telangana, INDIA - 500016** hereinafter referred to as "Dhanush".

WHEREAS, the College desires to engage the services of Dhanush to provide **Specialized Technical Training** to the college students

WHEREAS, Dhanush is only an independent training organization for all purposes, and not as an agent, partner or any other form of stakeholder in the college or its management; and

WHEREAS, Dhanush may consult with the Head of the Department or any other designated authority for any form of official communication;

NOW, THEREFORE, it is agreed as follows:

1. **Term:** The respective duties and obligations of the contracting parties shall be for a period of **05 years** starting from **11/09/2018** and ending on **10/09/2023**, and may be terminated only by either party giving one month written notice to the other party at the addresses stated above or at an address chosen subsequent to the execution of this agreement and duly communicated to the party giving notice.
2. **Training:** Trainer from Dhanush shall be available to consult with the Head of the Department, at reasonable times, concerning matters pertaining to the Training, Evaluation methods, Resources, Infrastructure etc. Trainer shall not represent the College, its Management, its Staff or any other members of the College in any transactions or communications nor shall Trainer or Dhanush make claim to do so.
3. **Responsibilities of Dhanush.** Dhanush shall be responsible for the following:-
 - a. Interaction with the Heads of the Department of any designated authority to discuss the requirements of the training program
 - b. Design the Course Curriculum
 - c. Identify and depute qualified and experienced trainer
 - d. Training shall be imparted of which 60% of class room training and 40 % of Lab training
 - e. Provide One Copy of printed course material to management and it is mandatory to bring the course material to classroom by all students, to refer and make necessary notes wherever applicable

Approved Training Partner



Dhanush EnggServices India Pvt Ltd.,

2nd Floor, H.No. 6-3-788/A/9, Durga Nagar Colony, (Back side of RS Brothers Bus Stop) Ameerpet, Hyderabad, Telangana, INDIA. M: 0 9908080813, Ph: 040 40064413
CIN No. : U74200TG2011PTC072609

Email: info@meptrainings.com www.mepcentre.com www.mepjobsindia.com





- f. Provide assistance in planning, designing and executing a mini project at the end of the coursework to provide practical experience and enhance the confidence level of students.
- g. Invitation to MEP Job Fairs will be shared and if you interested to conduct job fair in your college we will cooperate in identifying employers.

4. Responsibilities of College:

- a. Provide or make necessary infrastructure arrangements to facilitate the conduct of training programs
- b. Provide suitable class rooms to conduct training sessions for at least 6-8 hours a day along with Projector Facility
- c. Provide lab with required number of systems and software for students to practice and conduct a project work on AutoCAD
- d. Provide reasonably good and secured lodging and boarding facility to the trainer(s) from the beginning till the end of the training program schedule
- e. Responsible for collection of fees from the students
- f. Responsible for maintaining full attendance of all students

5. **Accessibility:** Trainer shall be available, at reasonable times, to the authorized or designated personnel at the College for any clarification or information. Similarly, College personnel shall be available for the Trainer.

6. **Point of Contact:** On behalf of Dhanush, the point of contact would be **Mr. Chakradhar Majety, Founder & CEO, Dhanush EnggServices India Pvt Ltd.,**

7. Financial Terms and Conditions:

- Financial Terms and Course details are as per the requirement of the institution from time to time and as discussed between us.

8. Placement policy

- a. Students must complete the given Project work after the sessions and submit to the faculty for validation. After validation the student will be eligible for Placement.
- b. Students must attend the interviews informed at any location with in India.
- c. Minimum of 03 interviews will be given to each student.
- d. If any particular student does not attend the interview which he has promised to attend, his name will be removed from the list of students to be placed for duration of 06 months.
- e. Student should take up any job shown in MEP Industry.
- f. Students must register and upload their resume in www.mepcentre.com

Approved Training Partner

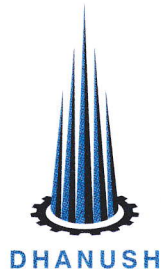


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9. Course Completion Certificate

The certificate shall bear Dhanush logo and NSDC Logo. The certificate will be signed by the authorized signatories of Dhanush.

10. GENERAL PROVISIONS.

- a. **Governing law:** The National Laws of India shall govern this agreement. In the event of a conflict in law between the laws governing a transaction and the laws governing this agreement, the laws governing this agreement shall prevail.
- b. **Severability:** Should any provision of this agreement be invalid or unenforceable for any reason, all other provisions of the agreement shall remain in full force and effect.
- c. **Termination:** Any party may terminate this agreement upon not less than 30 days prior written notice of the termination. No termination shall affect any communications occurring prior to the termination, or the performance of any related transactions.
- d. **Jurisdiction:** Any dispute arising out of or in conjunction with this Agreement shall be referred to the Courts in State of Telangana, which shall have sole jurisdiction.

IN WITNESS WHEREOF, the parties have hereunto executed this Agreement on the **Eleventh Day of September, 2018**

| | Dhanush EnggServices India Pvt. Ltd | Swarnandhra Institute of Engineering & Technology |
|----------------------|-------------------------------------|---|
| Authorized Signatory | M. Chakradhar | Dr. S. Ramesh Babu |
| Title / Designation | Director | Secretary & Correspondent. |
| Signature | M. Chakradhar | SA - - 2 |
| Date of signing | 11/ Sep / 2018 | 11/ 9 / 2018 |

MEMORANDUM OF UNDERSTANDING

between

Swarnandhra College of Engineering and Technology (SCET)
and
gcGEMS – GC German Center for Engineering and Management Studies UG Aachen
and
European Center for Mechatronics APS GmbH Aachen

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

Swarnandhra College of Engineering and Technology (SCET) having its principal address at Seetharampuram, Narsapur, West Godavari District, AP, India. (hereinafter referred to as "INDIAN UNIVERSITY", which expression shall unless repugnant to the meaning thereof, mean and include its successors and permitted assigns) of the FIRST PART

AND

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

AND

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

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

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

WHEREAS:

A. INDIAN UNIVERSITY is conducting academic courses (B.Tech, M.Sc., MBA and PhD) to students and management courses to professionals in reputed institutions, organizations and individuals in order to train management skills.

- B. GEMS is supporting international research, trainings and academic programs between Germany and India
- C. APS is actively supporting conceptual research, industrial research and academic programs in Germany and globally.
- D. INDIAN UNIVERSITY, GEMS and APS intend to collaborate by entering into an MOU as part of establishing the "European Center for Mechatronics and Manufacturing", in its academic and research part as "Advanced Robotics Labs at Academia": here in after mentioned as "ARC"

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

NOW THE PARTIES HERETO AGREE AS UNDER:

ARTICLE 1: SCOPE OF THE MOU

1.1 The objective of this MOU is to set out the scope within which INDIAN UNIVERSITY, GEMS and APS will jointly explore and work towards achieving the objectives and matters described in this MOU. Each Party shall have the right, in its sole discretion, to determine how it will fulfill its obligations hereunder.

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

- Collaborate for dissemination of knowledge on cutting edge technologies to faculty and research programs
- GEMS will be the organizing body for the process of this cooperation activity

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

ARTICLE 2: ADVISORY GROUP

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

ARTICLE 3: COMMERCIAL TERMS

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

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

ARTICLE 4: CONFIDENTIALITY

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

- Nothing in this Agreement will constitute the creation of a partnership, joint venture or agency between the parties.
- Intellectual Property and Trademarks - Both the parties will continue with their respective trademarks including that of any improvements or work done at its own cost for this AGREEMENT.

ARTICLE 5: ANNOUNCEMENT

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

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

ARTICLE 6: TERM AND TERMINATION

This AGREEMENT will come into effect on the date of signature and will remain in force for three years until either of the two parties serves a written notice to the other at their addresses mentioned as above by registered post of its intention to terminate the Agreement in which case it will terminate one month after the receipt of such a notification. The agreement can be renewed on expiry on mutually agreed terms and conditions.

Notwithstanding anything in this MoU, neither Party shall be liable to the other for any failure to achieve any of the objectives and undertakings herein.

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

ARTICLE 7: MODIFICATIONS

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

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

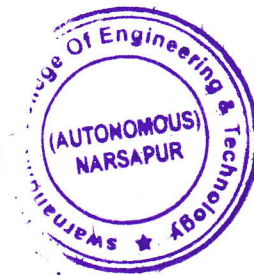
Signatures

For Swarnandhra College of Engineering and Technology



Dr. Satrasala Ramesh Babu
Secretary and Correspondent

Date: 15-02-2019



For ECMM

Mr. Vangapandu Venkata Nagaraju

Founder/President - GC German Center for Engineering and Management Studies
President Indian Affairs – European Center for Mechatronics APS GmbH

Date: 15-02-2019

For ECMM

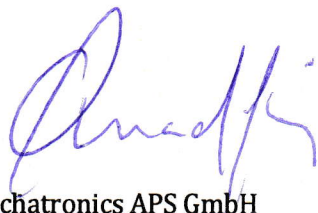


Dr. Till Quadflieg

Managing Director - European Center for Mechatronics APS GmbH

Date: 15-02-2019

For ECMM



Dr. Christoph Greb

Managing Director - European Center for Mechatronics APS GmbH

Date: 15-02-2019

