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For Whom: ప్రజాస్వామ్య కమిటీ కింద 2022లోని టెండ్ లిక్కెట్ల, కేసులు C.V. నరసాపేట, నరసాపేట

Memorandum of Understanding

Between

**Centre of Excellence in Maritime & Shipbuilding
(CEMS), Opp.HSL Complex, Gandhigram,
Visakhapatnam, Andhra Pradesh-530005**

And

**Swarnandhra College of Engineering and
Technology, Seetharampuram, Narsapur,
Andhra Pradesh-534280**

Andhra Pradesh-534280

K.V. Srinivas



K. Srinivas



This MOU is entered into on the 5th day of August, 2022 by and between;

Centre of Excellence in Maritime & Shipbuilding (CEMS) was established as 'not for profit company' under Section 8 of the Indian Companies Act, 2013, "CEMS" a company promoted and operated by Indian Register of Shipping, having its registered office at 52A, Adi Shankaracharya Marg, Opp. Powai Lake, Powai, Mumbai - 400 072, India. "CEMS" (which expression shall unless repugnant to the context or meaning there of be deemed to mean and include its successors and assigns) of the first part;

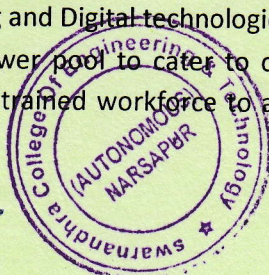
And

Swarnandhra College of Engineering and Technology (SCET) was established in the year 2001 at Seetharampuram, Narsapur, West Godavari District, Andhra Pradesh by The Vasista Educational Society with a vision to empower the students to become technologically sound, innovative and emotionally matured to face the challenges of the globalized world economy. All the courses are approved by All India Council of Technical Education (AICTE), New Delhi (Statutory body of Government of India) and permanently affiliated to JNTUK, Kakinada.

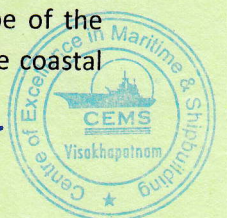
Preamble:

1. **Centre of Excellence in Maritime and Shipbuilding** is a well-funded start up in skill development for maritime and the ship building sector. It is promoted by **Indian Register of Shipping, Sagarmala, Ministry of Shipping/ Govt of India along with M/s Siemens Industry Software (India) Private Limited** to provide globally relevant skilled technical manpower in the latest manufacturing technologies in Maritime, Ship Building and Manufacturing sectors.
2. CEMS is a dedicated center for facilitating Professional development and skill enhancement in Maritime, Infrastructure and Manufacturing sectors. We aim to build competency in the field of maritime & manufacturing by imparting right skills and create skilled manpower pool to cater to current and future industrial landscape of the Country.
3. A world class Centre of Excellence has been established in Visakhapatnam and Mumbai which will run paid courses for domestic and international audience at - Basic, Intermediate and Advanced levels. These courses are designed and implemented by Siemens and its domain partners who provide the latest technical expertise in these areas.
4. **CEMS Focus:**
 - Qualitative improvements in Technical Education
 - Improvements in labs infrastructure by adopting latest open technologies in Engineering design, Manufacturing, Analysis and Management to serve the needs of targeted industries.
 - Train students in CAD, CAM, CAE, Advance Manufacturing and design, PLM, Robotics, Mechatronics, Automation, MRO, Welding, Process Instrumentation, CNC, etc to improve employability.
 - Facilitate the pursuit of career opportunities by up skilling of ITI's, Diploma Graduates, Under Graduates, Post Graduates, Research Scholars and working professionals
 - Enable technology adoption by Students and Faculties of the colleges through the State-of-the-art Manufacturing and Digital technologies.
 - Create skilled manpower pool to cater to current and future industrial landscape of the region. Availability of trained workforce to attract industries to set up units in the coastal regions.

K. V. Setyanarayana



K. Setyanarayana

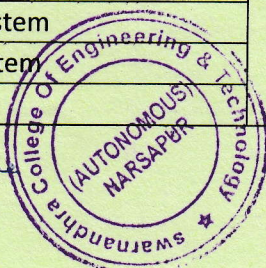


- Promote Industry – Academia partnership. Establish industry partnerships to guide, support, and validate industry relevant learning activities
- Promote innovation, assist exploratory research projects to foster relevant Industry innovation
- Update course curriculum to align with modern industrial practices.
- Serve as a knowledge base and thought leader for the targeted disciplines
- The program leverages Siemens technologies to develop curriculum as per industry processes to cultivate future professionals and academic faculty. The program offers courses for Beginner, Intermediate and Advanced Levels. The program involves continuous training, monitoring and assessment of students.
- Continuous evaluation of students through tests and assignments. The students will be required to complete the assessments before they get certification.
- To enable students, transcend the knowledge barrier, Siemens has designed self-directed interactive learning solutions that can transform the process of educating novice users on complex products and processes. These self-directed learning solutions provide better retention, shorter learning curves and increase productivity.
- Self-Directed Interactive Digital training approach creates an efficient solution for users to get trained on products and processes. A student is taught to use the product or understand the process in a simulated engineering environment. The effectiveness of learning is enhanced as it engages learners with interactivity and multimedia along with the demonstration of various procedures, practicing the steps, and interactive assessment. It also provides flexibility to learn anytime with self-paced learning and evaluation.

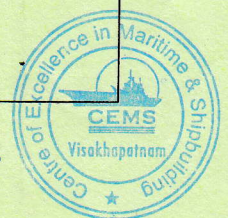
5. **CEMS Training Labs:** Following training labs have been set up at Mumbai and Vizag.

Sl No	LABS	Available at (Centre)	Type
1	Product Design and Validation	Mumbai and Vizag	Software
2	Advanced Manufacturing		
3	Test and Optimization Lab		
4	Nesting- Productivity Improvement Lab		
5	Dimensional Accuracy Control System		
6	Hull Design		
7	Research Machine Shop	Vizag	Hardware
8	Automation		
9	Mechatronics		
10	Welding Technology		
11	Robotics		
12	Process Instrumentation		
13	Electrical		
14	Pneumatics & Hydraulics		
15	Virtual Reality		
16	Pumps Training System		
17	Piping Training System		
18	Radar System		

K.O. Sathyanarayana



K. Lethu Reddy



6. **About Swarnandhra College of Engineering and Technology (SCET):**

Swarnandhra College of Engineering and Technology (SCET) was established in the year 2001 at Seetharampuram, Narsapur, West Godavari District, Andhra Pradesh by The Vasista Educational Society with a vision to empower the students to become technologically sound, innovative and emotionally matured to face the challenges of the globalized world economy. All the courses are approved by All India Council of Technical Education (AICTE), New Delhi (Statutory body of Government of India) and permanently affiliated to JNTUK, Kakinada.

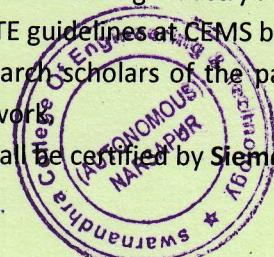
SCET offers UG B.Tech. programmes in Civil Engineering, Mechanical Engineering, Electrical and Electronics Engineering, Computer Science and Engineering, Electronics and Communication Engineering and Information Technology and PG M.Tech programmes in CAD/CAM, Power Electronics, VLSISD, Computer Science & Engineering, Nanotechnology, and Structural Engineering along with Master of Business Administration and Master of Computer Applications. The campus is located at seetharampuram on NH-214A, 5KM from Narsapur Town. This college has fully developed infrastructural facilities with a built-up area of 38,243 Sq mts consisting of 60 modern spacious class rooms, 14 Tutorial Rooms, 04 Seminar Halls, 04 Drawing Halls, 15 Computer Labs, 33 Laboratories, 3 Workshops, 5 Girls Common Rooms, Canteen, Conference Hall, Central Library along with Digital Library. All departments are functional with qualified teaching faculty as per AICTE norms.

The institution is always ahead in the pursuit of excellence. The Management of the institution believes in adopting the changes from time to time by introducing the latest advanced technologies in the curriculum by providing all necessary infrastructural and instructional facilities. The institution adopted Outcome Based Education (OBE) and Choice Based Credit System (CBCS) for academic enhancement. It has well qualified and experienced faculty involved in innovative, quality pedagogy and R & D activities. Projects worth of 1,05,41,000/- were sponsored to the Institution by IACQR, DST, UGC, DAE, DRDO, and AICTE. Presently, the institution has three research projects worth Rs. 25 lakhs sponsored by DST, DRDO, and UGC. The institution has three recognized research centers, among which the Mechanical Engineering department is recognized by JNTUK, Kakinada. The campus is located at seetharampuram on NH-214A, 5KM from Narsapur Town. This college has fully developed infrastructural facilities with a built-up area of 38,243 Sq mts consisting of 60 modern spacious class rooms, 14 Tutorial Rooms, 04 Seminar Halls, 04 Drawing Halls, 15 Computer Labs, 33 Laboratories, 3 Workshops, 5 Girls Common Rooms, Canteen, Conference Hall, Central Library along with Digital Library. All departments are functional with qualified teaching faculty as per AICTE norms.

7. CEMS is launching its **College Extension program** to all Engineering Institutions & Colleges for their students and teaching staff. Under this College Extension program, CEMS will provide following facilities to the college on a **non-exclusive basis** at its Mumbai / Vizag Centre;

- a. Student Trainings on various technologies available at CEMS Centre's.
- b. Availability of Labs for undertaking Industry Projects and experiments.
- c. Internships as per AICTE guidelines at CEMS by participating institutes students
- d. Teaching staff or research scholars of the participating institute can use resources of CEMS for their thesis work
- e. All courses of CEMS shall be certified by Siemens and Indian Register of Shipping (IRS).

K.V. Satyanarayana



K. Kethan Reddy



WHEREAS:

1. In pursuant to Memorandum of Understanding signed between **Centre of Excellence in Maritime and Shipbuilding (CEMS)** and **Swarnandhra College of Engineering and Technology (SCET)**, this agreement is entered.
2. To detail areas of cooperation between the parties in areas of academics, certification, student's allocation for undertaking certificate courses at CEMS.
3. To fix training schedule for students, **CEMS and SCET** shall mutually decide the schedule based on the availability of students interest and the lab infrastructure.
4. **CEMS and SCET** have mutually discussed and agreed to enter into this agreement as detailed hereinafter.

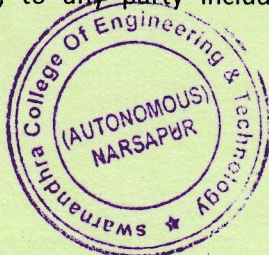
NOW THEREFORE, in consideration of the mutual promises contained herein and other good and valuable consideration, the receipt of which is hereby acknowledged, the parties agree as follows:

1. **CEMS** has invited **SCET** to participate under its "**CEMS College Extension Program (CEP)**".
2. Under **CEMS CEP**, participating college shall assign their regular students based on the student's specific interest to CEMS Mumbai/Vizag centre for stated period as per mutually decided timings.
3. The course fee for each of the course is charged based on per student per course basis which will be decided mutually by College and CEMS.
4. CEMS shall on its own can club few courses or modules as per the current industry needs and can make bigger or smaller duration courses to suite the academic needs containing elements from basic, intermediate or advance courses. Such courses and fee per student will be proportionate to duration of the course.
5. The participating college shall provide the students of its college as per the time table decided for the course enrolled by its students. The participating college will treat the time spent by its students at CEMS as regular attendance for its academic regulations.
6. CEMS shall maintain the student's attendance for the time they are enrolled with CEMS.
7. The participating college shall provide its transport facility to students where every possible to attend to CEMS classes. Otherwise, transportation will be responsibility of students.
8. CEMS shall collect the course fee either directly or the participating institute can collect the fee and remit it to CEMS.
9. Apart from the Course Fee every student shall pay Rs.200 per course as examination fee and insurance charges, which will be additional to the course fee.
10. This MoU will have tenure of Three (3) years from the date of signing, after which a renewal MoU shall be signed extending the facilities mutually.

8. LIMITATION OF LIABILITY

Except as agreed and provided under this Agreement, none 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.

R.V. Sathyanarayana



K. Sathyanarayana



9. DISPUTE RESOLUTION

The Parties shall endeavour to resolve all or any dispute arising out of or in connection with this Agreement, amicably within 30 days of notice being issued by the non-defaulting party to the defaulting party. In case no amicable solution is arrived between the Parties within 60 days of the notice, 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.

10. UNCONTROLLABLE CIRCUMSTANCES

If the performance of any part of this Agreement by CEMS and SCET 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.

11. 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.

12. 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 Visakhapatnam, Andhra Pradesh shall have the jurisdiction to entertain any dispute or suit arising out of or in relation to this Agreement.

13. PUBLICITY

No parties 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. No party shall use and nor shall it let its employees, agents and subcontractors use the name, trademark or logo of other party in any sale, marketing publication, advertisement, or other publication without prior written permission of other party. No party shall make, or let its employees, agents or subcontractors make, any public statement relating to any other party.

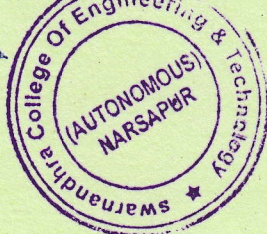
14. MODIFICATION, AMENDMENT, SUPPLEMENT OR WAIVER

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. A 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.

15. ENTIRE AGREEMENT

This Agreement together with all Appendices, Exhibits, Schedules, Attachments and Agenda, if any, 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.

K. U. Sathyanarayana



K. Jethu Reddy



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 witness hereof, the **Centre of Excellence in Maritime & Shipbuilding (CEMS)**, and **Swarnandhra College of Engineering and Technology (SCET)**, have executed those presently in manner hereinafter mentioned on the 5th day of August 2022 at Swarnandhra College of Engineering and Technology, Seetharamapuram, Narsapuram, West Godavari District, Andhra Pradesh-534280.

<u>SIGNED ON BEHALF OF</u>	
Centre of Excellence in Maritime and Shipbuilding (CEMS)	Swarnandhra College of Engineering and Technology (SCET)
Name: <i>K. SETHU MADHAVAN</i>	Name: <i>K.V. Satyanarayana</i>
Signature: <i>K. Sethu Madhan</i>	Signature: <i>K.V. Satyanarayana</i>
Designation: <i>Chief Executive Officer</i>	Designation: <i>Chairman</i>
<u>Witness</u>	
Name: <i>Ch S. Gopi Krishna INCA</i>	Name: <i>S. SURESH Kumar</i>
Signature: <i>[Signature]</i>	Signature: <i>[Signature]</i>
Designation: <i>Chief Operating Officer</i>	Designation: <i>Principal, SCET</i>

CHAIRMAN
Swarnandhra College of Engineering & Technology
 Seetharamapuram - 534 280, W.G.Dt.

