## MEMORANDUM OF UNDERSTANDING (MoU)

#### **BETWEEN**

## SWARNANDHRA COLLEGE OF ENGINEERING AND TECHNOLOGY (A), NARSAPUR

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## **AEP CERTIFICATION, HYDERABAD**

#### FOR

# INDUSTRY ALIGNED SKILL DEVELOPMENT, OUTCOME BASED TRAININGS & CERTIFICATION, INTERNSHIPS & PLACEMENT AND CURRICULUM ENHANCEMENT AND RELATED SERVICES

#### MEMORANDUM OF UNDERSTANDING

This **Memorandum of Understanding** (hereinafter called as the 'MOU') is entered into on this  $30^{TH}$  DAY OF – August– Two Thousand and Twenty-Three (30-08-2023), by and between

SWARNANDHRA COLLEGE OF ENGINEERING AND TECHNOLOGY (A), NARSAPUR-534280. A.P. INDIA, the First Party represented herein by its Chairman, Sri. K V Satyanarayana (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

AEP CERTIFICATION, QUALITY BUSINESS HUB LLP, SASI ICON BUILDING, ROAD NO. 36, JUBILEE HILLS, HYDERABAD - 500 033, INDIA, the Second Party, and represented herein by its Chief Executive Officer, Sri. Karunakaram Sivakumar, (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') as

#### WHEREAS:

## (i) SWARNANDHRA COLLEGE OF ENGINEERING AND TECHNOLOGY (A)

- B) The 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 intend to cooperate and focus their efforts on cooperation within the area of Industry aligned Skill Development, Outcome based Trainings and Certifications, Internships and Placement and Curriculum Enhancement and related Services.
- D) Both Parties, being legal entities in themselves, desire to sign this MOU to advance their mutual interests.
- E) AEP CERTIFICATION, the Second Party is engaged in patented Professional Certifications to validate and benchmark Skills and Industry Equivalent Experience and corresponding Skill Development, in the fields of Engineering Services and Consulting related fields.





### NOW THEREFORE, IN CONSIDERATION OF THE MUTUAL PROMISES SET FORTH IN THIS MOU, THE PARTIES HERE TO 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 enhance and benchmark the jobaligned skills of the students from the Institution.
- 1.2 First Party and Second Party co-operation will facilitate effective utilization of the intellectual capabilities of the curriculum, certification and faculty/trainers of Second Party providing significant inputs to them in developing suitable teaching / training and certification offerings, keeping in mind the needs of the industry, the Second Party.
- 1.3 This MOU shall govern the general terms of co-operation. 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 Professional Practitioners and Subject Matter Experts from the Industry could play a key role in Industry specific skill, Domain, Area of Discipline, and Area of Expertise up-gradation and competitiveness of an industry. Both parties believe that close cooperation between the two would be of major benefit to the student community to enhance and validate their skills and knowledge and benchmark their industry equivalent experience post certification.
- 2.2 Skill Development Programs and related Certifications: Second Party to train the students from Civil, Mechanical, Electrical and Electronics branches of First Party on the Job aligned skills, emerging Software tools, Domains, Area of Disciplines, Area of Expertise to bridge the skill gap and make them industry ready.





- 2.3 **Curriculum Design:** Second Party will give valuable inputs to the First Party in teaching / training methodology and suitably customize the curriculum and case studies for Civil, Mechanical, Electrical and Electronics streams so that the students fit into the industrial scenario meaningfully.
- 2.4 Industrial Training & Visits: Industry and Institution interaction will give an insight in to the latest developments / requirements of the industries; the Second Party to facilitate the Faculty and Students of the First Party in visiting related Industries and 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.
- 2.5 **Guest Lectures:** Second Party to extend the necessary support to deliver guest lectures to the students of the First Party on the Industry trends and in-house requirements.
- 2.6 **Faculty Skill Development Programs:** Second Party to train the Faculties of First Party for imparting training as per the industrial requirement considering the required Standards in concerned sector, if available.
- 2.7 Internships and Placement of AEP Certified Students: Second Party will actively engage to help the delivery of the training & certifications and assist in the placement of certified students of the First Party into internships/jobs; and will facilitate placements as per the industry requirements and eligibility of the candidates.
- 2.8 Both Parties to obtain all internal approvals, consents, permissions, and licenses of whatsoever nature required for offering the Programs on the terms specified herein
- 2.9 The First Party to take up any program mentioned in the MoU specific to selected branch. If there is any financial consideration for any program mentioned in the MoU, it will be dealt separately with exclusive work order / purchase order for each program as applicable.

#### CLAUSE 3 INTELLECTUAL PROPERTY

3.1 Nothing contained in this MOU shall, by express grant, implication, Estoppel 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 through 28<sup>th</sup> August 2026 or until it is expressly terminated by either Party on mutually agreed terms, during which period **AEP CERTIFICATION**, the Second Party will take effective steps for implementation of this MOU based on the requirement exclusively expressed by the First Party. Any act on the part of **AEP CERTFICATION**, 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 must 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



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Second Party

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 the location of the First Party. This undertaking is to be construed in accordance with Indian Law with exclusive jurisdiction in the Courts of Narsapur, Andhra Pradesh, India.



#### For AEP CERTIFICATION



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K.N. Showing Witness 1: 30/08/2023

Witness 2

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