



ఆంధ్రప్రదేశ్ ఆంధ్ర ప్రదేశ్ ANDHRA PRADESH

Sl.No. 3516.....Date..14.12.19.

Sold to..Rep..By..Secretary of Correspondent. K.V.V. Satyanarayana  
For Whom...Sri. Koundinya Educational, Raju s/o Satyanarayana Raju  
Society. R.J.Y.

AZ 288028

V. RAMANA BABU  
LICENSED STAMP VENDOR  
L.NO.04-27-9-2011  
VELUGUBANDA-533294  
CELL.9849612953

### MEMORANDUM OF AGREEMENT

This Memorandum of Agreement (MoA) is entered into on 7<sup>th</sup> day of February 2019

**Andhra Pradesh State Skill Development Corporation**, a Government Company registered under the Companies Act, 2013 having its Corporate Office at G&J Infra Building, 3<sup>rd</sup> Floor, D No.78/2, Near NH-5, Near Pathuru Road, Tadepalli, Guntur District, Andhra Pradesh represented by Executive Director-I (hereinafter referred to as "APSSDC" or First Party, which expression shall unless repugnant to this context or meaning thereof, includes its successor in office, legal representatives and permitted assigns) of the FIRST PART.

And

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

And

**Godavari Institute of Engineering and Technology (Autonomous)** having its principal address at NH - 16, Chaitanya Knowledge City, Rajahmundry - 533296, Andhra Pradesh (hereinafter referred to as "College", which expression shall unless repugnant to the meaning thereof, mean and include its successors and permitted assigns) of the THIRD PART.



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APS GmbH European Center for Mechatronics  
Vaalser Str. 460, 52074 Aachen, Germany.



APSSDC, ECM and College are hereinafter referred to singly as "Party" and jointly as "Parties".

## I. PREAMBLE/ BACKGROUND

### Brief about APSSDC:

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.

### Brief about ECM:

ECM based in Aachen was founded in 1981. ECM has been working in the fields of robotics, sensor technology, and information and communication technology for more than 30 years. Engineers and technicians from various disciplines develop and implement interdisciplinary concepts and solutions in collaboration with national and international industrial partners, public procurers and researchers.

ECM is into education and research in the field of Mechatronics and Industrial Robotics focusing Industry 4.0 which is planned to implement the similar ecosystem in state of Andhra Pradesh.

ECM will be organizing the skill development training programs in collaboration with their German partner, GC German Center for Engineering and Management Studies (GEMS).

### Brief about Godavari Institute of Engineering and Technology:

Godavari Institute of Engineering & Technology - GIET (A) was established in 1998 to offer engineering education of world-class standards. Over the years, the Institute has come a long way to gain a place of repute and a preferred destination for quality engineering education marking it as the best engineering colleges in Andhra Pradesh. Located in the serene and sylvan suburbs of Chaitanya Nagar, Rajahmundry on NH-16, the sprawling 300-acre campus of GIET (A) campus reflects the finest educational facilities around. The stately 5-storeyed structure set amid idyllic setting ensures a most congenial atmosphere for scholastic pursuit in right earnest. An ISO-certified, NBA-accredited and NAAC-A+ (with 3.37 CGPA on 4-point scale) Grade accredited institution. GIET (A) has many distinctions to its credit.

### PURPOSE:

- A. This engagement will aim to skill the engineering graduates from the state of Andhra Pradesh in Mechatronics and Industrial Robotics. It was proposed to establish Indo-European Skilling Centers for Mechatronics and Industrial Robotics in 40 Engineering Colleges across the state of Andhra Pradesh. ECM has selected select 11 Engineering Colleges initially in collaboration with APSSDC under pilot phase.



- B. To impart robotics-centric courses as per Annexure-1 to the students of the college viz. Third Party.
- C. To provide end to end skill training including assessment, certification and facilitating placements to the trained students.
- D. The robotics infrastructure established in the respective college henceforth called Applied Robotic Control Labs (ARC Labs).

### **ROLES AND RESPONSIBILITIES:**

#### **FIRST PARTY - APSSDC shall**

- select reputed engineering colleges/Universities in collaboration with ECM through a stipulated procedure;
- provide a platform for registration of trainees online and mapping of institutions and students;
- develop course curriculum in collaboration with other parties to suit latest and future technologies;
- prepare over all calendar of training programs and communicate to Second Party;
- organize Training Programs for all diploma and under graduate engineering students;
- prepare operational guidelines for ARC labs to be followed by the other two parties;
- promote Research & Development and Innovation for existing Industries;
- exercise its right to cancel the permission now granted to the institutions in the event of not fulfilling their obligations.

#### **SECOND PARTY - ECM shall**

- establish the research nodal centers named as "Applied Robotic Control Labs" (ARC) at state level in Andhra Pradesh as part of the "Indo-European Skilling Centres for Mechatronics and Industrial Robotics" in the Engineering Colleges in collaboration with its European partners and shall be utilized for ARC 3.0 course;
- develop the courses according to the market needs in India and execute with academic planning in collaboration with APSSDC and also conduct training of trainers/faculties. At present, three courses are offered under the initiative as given under Annexure-1;
- to provide training in collaboration with partnered Colleges and its certification along with their European partners;
- provide support for conducting job melas and facilitate for placements through the following activities;



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- ECM will bring several professionals and companies to AP to impart valuable skills and entrepreneurship abilities to students and facilitate placements in respective Industry.
  - ECM should facilitate employment to potential candidates after ARC 3.0.
  - ECM should provide internship to successful students in India and Germany as well.
- impart the courses and provide assistance to employment and higher education opportunities to the students who had successfully completed the program;
  - consider the students from these trainings as a priority to provide employment and higher education;
  - establish 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;
  - along with their European partners to provide commercial support as a part of student course along with APSSDC;
  - conduct job melas at least twice a year in collaboration with APSSDC;
  - ensure conducting assessments as per standard assessment pattern and shall provide certificate to the successful students;
  - follow the guidelines as specified by APSSDC from time to time;
  - submit 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 APSSDC.

#### THIRD PARTY -The College shall

- establish ARC lab along with necessary infrastructure in collaboration with ECM;
- provide training to the students as per the course curriculum;
- depute required faculty to manage and co-ordinate Trainings in ARC labs;
- collaborate for dissemination of knowledge on cutting edge technologies to faculty and research programs;
- provide support for conducting job melas and facilitate placements alongwith ECM;
- take care of insurance and regular maintenance pertaining to Hardware installed in ARC labs;
- follow the guidelines as specified by APSSDC from time to time;
- submit 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 APSSDC.

#### Compliances:

- **KPIs** – Key Performance Indicators (KPIs) will be developed by APSSDC in mutual consultation with colleges and ECM.
  - **Monitoring:** The activities of ARC Labs shall be regularly monitored through by APSSDC and also through the monitoring committee of APSSDC.
  - 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 if found to be:



- ❖ indulging in any malpractice
- ❖ Provided false data in their reports
- ❖ Unable to achieve targets set by APSSDC/themselves in Proposals consistently
- ❖ Any non-compliance with the terms and conditions of this Agreement

### **E. Responsibilities of the Parties**

All Parties agree that:

1. The Parties shall diligently perform their respective obligation under the Agreement as per the procedure set forth above.
2. To get the evaluation of the programs done by third party for assessing the impact with respect to quality of training programs.
3. Neither Party shall share any confidential information with any other party. The sharing of such database by each other will be on trust that it will not be used by either Party for providing any kind of information to any third party.

### **F. Branding:**

ECM & College shall ensure necessary branding for ARC Lab. Signage for ARC lab is attached as Annexure 2 to this MoA. ECM & College shall follow the branding guidelines as specified by APSSDC from time to time.

### **G. Attendance:**

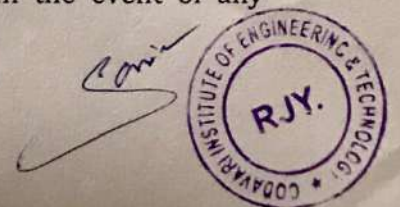
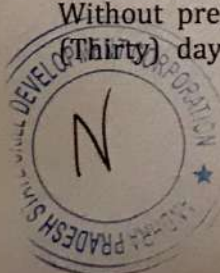
The college shall have requisite infrastructure and ECM shall ensure that students shall be registered through BIO-METRIC devices with Aadhaar (Unique Identification Number) seeded inputs. Attendance shall be captured through Aadhaar based Biometric devices only.

### **H. Arbitration:**

The Parties shall endeavour 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.

### **I. Termination of MoA:**

The first party shall have the right to terminate this MoA 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 MoA 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 MoA by the other Party. The non-defaulting party shall first serve a written notice of its intention to terminate this MoA 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. Should 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 MoA forthwith.

#### **J. Representations and Warranties by the Parties**

In addition to the above, the Parties hereto represent and warrants to other Parties as under:

- a) That it is duly organized and validly existing under the laws of the jurisdiction in which it was incorporated and has the necessary corporate power and authority under applicable Laws to carry on its business and or perform its functions.
- b) That this MoA
  - I. is within its powers and has been duly authorized by it; and
  - II. does not conflict in any material respect with any law or regulation or its constitutional documents or any document binding on it and that it has obtained all necessary consents for the performance by it under this MoA.
- c) That all information set forth in this MoA is true and correct and is not misleading in letter and spirit.

#### **K. PERIOD OF VALIDITY:**

This MoA shall become effective from the date hereof and shall be in force for a period of **Three years**, unless terminated by mutual consent of the parties.

#### **L. 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.

#### **M. NOTICES:**

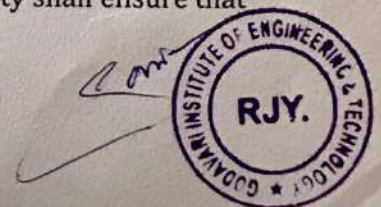
Unless otherwise provided herein, all notices or other communications under or in connection with this MoA shall be in English, will be issued in writing and shall be signed by the authorized representative of the issuing / serving Party and may be sent by personal delivery or post or courier or facsimile to the address given above. Any such notice or other communication will be deemed to be effective if sent by personal delivery, when delivered, if sent by post, three days after being deposited in the post and if sent by courier, two days after being deposited with the courier.

#### **N. COMMUNICATIONS AND PUBLICITY:**

The Second & Third Party shall ensure that the name and logo of the first party should appear in all publication material. The Second & Third Party shall ensure that



  
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the sign board depicting the name of the First Party be affixed outside the college. The Parties shall consult and agree on all and any intended communications, publications, presentations and documentations relating to this Arrangement/ MoA (jointly the "Communication(s)") in advance prior to the intended release. If a MoA cannot be reached, a Party shall have the right to disclaim endorsement and/or dissociate itself from that Communication(s). No party shall use logo/trade mark etc. of each of the parties without obtaining its prior written concurrence to that effect.

**O. IT IS MUTUALLY UNDERSTOOD AND AGREED BY AND BETWEEN THE PARTIES THAT:**

**AMENDMENT:** Amendment within the scope of the instrument shall be made by mutual consent of the parties, by the issuance of a written modification, signed, and dated by all parties.

**INFORMATION OWNERSHIP:** All information provided by First Party shall only be utilized for conducting training and placement assistance and First Party holds no ownership over the content prepared by Second party.

**PARTICIPATION IN SIMILAR ACTIVITIES:** This Agreement in no way restricts First Party from participating in similar activities with other public or private agencies, organizations, and individuals.

**NON-FUND OBLIGATING DOCUMENT:** This Agreement is neither a fiscal nor a funds obligation document.

**ESTABLISHMENT OF RESPONSIBILITY:** This MoA is not intended to, and not create any right benefit or trust responsibility, substantive or procedural, enforceable at law, by a party against First Party or Second Party.

The parties hereto have executed this agreement as of the last written date below.

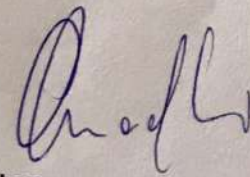
**For Andhra Pradesh State Skill Development Corporation**

  
**T. Anil Kumar**  
Executive Director - I

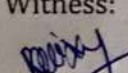
Executive Director  
Andhra Pradesh State Skill Development Corporation  
Dept. of Skill Development  
Entrepreneurship  
Govt. of A.P.



**For European Center for Mechatronics APS GmbH**

  
**Till Quadflieg**  
Managing Director




Witness:   
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(Dr. G. Ram Kumar)  
CGMT APSSDC

**For Godavari Institute of Engineering and Technology**

  
**K. Sasi Kiran Varma**  
Executive Director  
Chaitanya Group



Witness:  11/3/2019  
(Dr. T. Jayarama da kumar)