MEMORANDUM OF UNDERSTANDING (MOU)

BETWEEN

GIET POLYTECHNIC COLLEGE

NH-16, Chaitanya Knowledge City, Rajahmundry, East Godavari District, Andhra Pradesh -533296

&

DELTA TECH SYSTEMS

MEMORANDUM OF UNDERSTANDING

This **Memorandum of Understanding** (hereinafter called as the 'MOU') is entered into on this the 11^{th} day of – February– Two Thousand Eighteen (11-02-2018)

BETWEEN

GIET Polytechnic College, NH-16, Chaitanya Knowledge City, Rajahmundry-533296, East Godavari District, Andhra Pradesh, the First Party represented herein by its Principal / Dr P RAMANUJAM (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

DEITA TECH OF	
534001 the Second Party, and represented herein by its Mana (hereinafter referred to as company which expression, unless excluded by or repugnant to context shall include its successors – in-office, administrators and	ging Director / "Second Party",
(First Party and Second Party are hereinafter jointly referred to individually as 'Party')	as 'Parties' and

WHEREAS:

- A) First Party is a Higher Educational Institution named: GIET Polytechnic College
- 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) DELTA TECH SYSTEMS, the Second Party is engaged in 2nd phase Bhasat Nasae, Magadi Road

 Bangalose 560091 and related fields

 F) DELTA TECH SYSTEMS, the Second Party is promoted by Nagabhushan.

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 **GIET Polytechnic College** 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 one another.
- 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 of 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 Engineering, Seminars, Workshops, and Projects.
- 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 lectures 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 GIET Polytechnic College, 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, Estoppel or otherwise, create in either Party any right, title, interest, or license in or to the intellectual property (including but not limited to knowhow, 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

 DECTA TECH SYSTEMS, the Second Party, as the

 case may be, will take effective steps for implementation of this MOU. Any

 act on the part of Training Partner or DECTA TECH SYSTEMS

 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.

GIET Polytechnic College

DEITA TECH SYSTEMS

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 Rajahmundry

AGREED:

For GIE	Polytechnic	College
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Authorized Signatory

CLET POLETECHNIC COLLEGE (323) Make Chaitanya Knowledge City

For Delto Tech Systems

Marchana Authorized Sighathan Signators

GIET Engineering College96	DELTA TECH SYSTEMS
NH-16, Chaitanya Knowledge City,	No. 1224S, 6TH CROSS
91-9133833322	and phase Pl
principal_t9@yahoo.co.in	2nd phase Bharathiplacae Magadi Road
www.gitcec.ac.in	Banglole - 560091

Witness 1: P. Revatli Devi

DVN0:3-55

Bobbillanka

Witness3: S. V. Rao ETIGH DI

d. NO! 1-207

k-keixbna Valam Kirlampudi mandlam East-godavni

Witness2: P.V.K. Manohal NOV- 3-805 Pamaknehna Negae Neal Balaje peta

negationeday,

Witness4: M. Anji Baby

Q-NO4-6-1/18

Tamnapete Rejahmindry.

MEMORANDUM OF UNDERSTANDING (MOU)

BETWEEN

GIET POLYTECHNIC COLLEGE

NH-16, Chaitanya Knowledge City, Rajahmundry, East Godavari District, Andhra Pradesh -533296

&

KALYANI PLANMING CONSULTANCY

MEMORANDUM OF UNDERSTANDING

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BETWEEN

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AND

	KALYANI	PLANNING	CONSULTA	NCX. Andhra	Pradesh
534001 tl		and represented l			
		(hereinafter	r referred to	as "Second	Party",
company	which expressio	n, unless excluded	by or repugna	ant to the su	bject or
context s	hall include its suc	ccessors – in-office,	administrators	and assigns)	ALERTON
	arty and Second P	arty are hereinafte	r jointly referr	ed to as 'Par	ties' and

WHEREAS:

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- 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) <u>CALYANI PLANNING</u> CON SUCTANCY
 the Second Party is engaged in
 and related fields
- F) RALYANT PLANNING CONSOC, TANCS econd Party is promoted by G.N. Y.B.R. & Murthy

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

CLAUSE 1 CO-OPERATION

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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 ________, the Second Party, as the case may be, will take effective steps for implementation of this MOU. Any act on the part of **Training Partner** or <u>KACYANI PLANNING</u> 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.

GIET Polytechnic College

CALYANI PLANNING CONSULTANCY.

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 Rajahmundry

AGREED:

For GIET Polytechnic College

GIFT SO: (TECHNIC COLLEGE (323)

Authorized Signatory 296

G. N. V. B. R. Krishna Murthy

Authorized Signatory

GIET Engineering College	,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,
NH-16, Chaitanya Knowledge City,	KALYANI Planning consultancy.
91-9133833322	DNO: 34-6-13, Mangalavaraputa, RJ
principal_t9@yahoo.co.in	8333088644
www.gitcec.ac.in	rajeshgudurug @ gmail.com.

Witness1: n. Comb. f. T.

M. Ganesh. Kumar

LIGI-1-272, A.P.H.B. colony.

Rajahmundry.

Witness3: E Saroja

26-12-9 Kamplapeta Kajahmundry.

Witness2: S. Sai Lakshmi 4-20-15 Trinadh (Weet

Afrot gardens
Rajahmundry
Witness4: G.V. Rajesh
34-6-13
Manglevaenpete
Rajahmundry

MEMORANDUM OF UNDERSTANDING (MOU)

BETWEEN

GIET POLYTECHNIC COLLEGE

NH-16, Chaitanya Knowledge City, Rajahmundry, East Godavari District, Andhra Pradesh -533296

&

SREE RAMACHANDRA PAPER BOARDS Pvt Ltd YEDITHA 533234 East Godavari District Andhra Pradesh

MEMORANDUM OF UNDERSTANDING

This **Memorandum of Understanding** (hereinafter called as the 'MOU') is entered into on this the 20th day of – Februray– Two Thousand Eighteen (20-02-2019)

BETWEEN

GIET Polytechnic College, NH-16, Chaitanya Knowledge City, Rajahmundry-533296, East Godavari District, Andhra Pradesh, the First Party represented herein by its Principal / Dr P Ramanujam (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

Sree Ramachandra Paper Boards Pvt Ltd Yeditha East Godavari District, Andhra Pradesh 533234 the Second Party, and represented herein by its Joint Managing Director M Jagan Mohan Reddy, (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')

- 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.
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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 **Sree Ramachandra Paper Boards Pvt Ltd**, the Second Party, as the case may be, will take effective steps for implementation of this MOU. Any act on the part of **Training Partner** or **Sree Ramachandra Paper Boards Pvt 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

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AGREED:

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For GIET Polytechnic College For Sree Ramachandra Paper Boards Pvt. Interf

Authorized Spansapov

GIET POLY FECHNIC COLLEGE (30 16, Chaitanya Knowledge City,

RAJAHMUNDRY - 533 296

Jt AMthracized Signtdory

GIET Engineering College	Sree Rama Chandra Paper Boards PVt L
NH-16, Chaitanya Knowledge City,	Sree Rama Chandra Paper Boards PVt L MEDITHA, BAST GODAVARI DISTRICT, 533234
91-9133833322	91-98496 35387
principal_t9@yahoo.co.in	E-mails Srpb 387@ quail. Com
www.gitcec.ac.in	Web

Witness1: January.

Vytla Rama Rao

Yedilha - 533234 EGD+ Andhaa Madesh

Witness3: T. Rana Pao.

Taggampeta. East - Rajshmundry

Witness2: Vani

XI.No-42-6-36.

Witness4: Ch. Ashok.

Q-NO+ 36-B-1 Innespeta

parahmundry

MEMORANDUM OF UNDERSTANDING (MOU)

BETWEEN

GIET POLYTECHNIC COLLEGE

NH-16, Chaitanya Knowledge City, Rajahmundry, East Godavari District, Andhra Pradesh -533296

&

HI-Q TEST EQUIPMENT PVT LTD

MEMORANDUM OF UNDERSTANDING

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BETWEEN

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AND

HI-Q TEST EQUIPMENT PVT LTD, Andhra Pradesh 500051 the Second Party, and represented herein by its Joint Managing Director M Jagan Mohan Reddy, (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: GIET Polytechnic College

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- 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) **HI-Q TEST EQUIPMENT Pvt Ltd**, the Second Party is engaged in Business, Skill Development, Education and R&D Services and related fields
- F) **HI-Q TEST EQUIPMENT Pvt Ltd**, the Second Party is promoted by M Jagan Mohan Reddy, Yeditha, E G Dt, Andhra Pradesh 533234
- G) **HI-Q TEST EQUIPMENT Pvt Ltd** is a top company in the category Business, Skill Development, Education.

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

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- 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 **GIET Polytechnic College** 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 one another.
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AGREED:

For GIET Polytechnic College

For HIQ TEST EQUIPMENT PVI

GIAT HOW THECHNIC COLLEGE (1223)

RAJAHMUNDRY -533 296

Authorized Signatory TEST EQUIPMENT FYT. LTD.

No. 71 & 72, Phase-IV, IDA, Cherlapelly, HYDERABAD, INDIA-500 051

NH-16, Chaitanya Knowledge City,

Plot No 71872 phale Ty, SDA

91-9133833322 9848/3524

principal_t9@yahoo.co.in htq.1996@gmailo.com.

www.gitcec.ac.in WW.htq. India.com

Witness: laund.
V. Reima Rao
Lalacherri, Rajahmundry
EGDt, Andra Pradesh

Witness 3: M. S. M. Chaleavalty

ØNO⊥ 1-23. Innelpeta Rejahmundry Witness2: N. Vani
D. Vani
Who + 42 6 - 36
Perjahmundry
Witness4: E Jaroja

Q-NO. 36-13), Rajahmundry.

MEMORANDUM OF UNDERSTANDING (MOU)

BETWEEN

GIET POLYTECHNIC COLLEGE

NH-16, Chaitanya Knowledge City, Rajahmundry, East Godavari District, Andhra Pradesh -533296

&

KALYANI PLANNING CONSULTANCY

MEMORANDUM OF UNDERSTANDING

This **Memorandum of Understanding** (hereinafter called as the 'MOU') is entered into on this the 11^{th} day of – February– Two Thousand Eighteen (11-02-2018)

BETWEEN

GIET Polytechnic College, NH-16, Chaitanya Knowledge City, Rajahmundry-533296, East Godavari District, Andhra Pradesh, the First Party represented herein by its Principal / Dr P G RAMANUJAM (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

1	KALYANI	PLANNING	CONCULTANI	V Andhra Dradach
534001	the Second Party	, and represented h	nerein by its Man	aging Director /
compa	ny which expressio t shall include its suc	n, unless excluded	by or repugnant	"Second Party", to the subject or d assigns).
(First individ	Party and Second P ually as 'Party')	arty are hereinafter	jointly referred t	o as 'Parties' and

WHEREAS:

- A) First Party is a Higher Educational Institution named: GIET Polytechnic College
- 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 lead to the state of the stat
- D) Both Parties, being legal entities in themselves desire to sign this MOU for advancing their mutual interest.
- E) <u>CALYANI PLANNING</u> CONSUCTANCY the Second Party is engaged in

F) RALYANT PLANNING COMBOC, the Second Party is promoted by G.M.Y.B.R. & Murthy

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 **GIET Polytechnic College** 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 one another.
- 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 of 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 Engineering, Seminars, Workshops, and Projects.
- 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 lectures 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 GIET Polytechnic College, 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, Estoppel or otherwise, create in either Party any right, title, interest, or license in or to the intellectual property (including but not limited to knowhow, 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
				, the S	econd Party	, as the
case	may be, will ta	ke effective	steps for in	nplementati	on of this M	IOU. Any
act o	n the part of T	raining Pa	rtner or	KALYANI	DLAMN	ING CONSUTA
	Second Party					
comn	nunication, co	rresponden	ce etc., sl	nall not be	construed	as an
	sion of this MC					

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.

GIET Polytechnic College

CALVANI PLANNING CONSULTANCY.

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 Rajahmundry

AGREED:

For GIET Polytechnic College

Principal

GIF! SO: : FECHNIC COLLEGE (323) Athan Land Knowledge City, Authorized Signatory 296

Authorized Signatory

GIET Engineering College	KALYANI Planning consultancy.
NH-16, Chaitanya Knowledge City,	DNO:34-6-13, Mangalavaraputa, RJY.
91-9133833322	8333088644
principal_t9@yahoo.co.in	rajest gudurug @ gmail.com.
www.gitcec.ac.in	7 0 7

Witness3: E Saroja 26-12-9

Kamplapeta Kajahmundry.

Witness2: S. Sai Lakshmi 4-20-15

G. N. V. B. R. Krishna Murthy

Trenada (weet

Afrot gardens
Rajahmundry
Witness4: G.V. Rajesh
34-6-13
Manglavaenpeta
Rajahmundry

MEMORANDUM OF UNDERSTANDING (MOU)

BETWEEN

GIET POLYTECHNIC COLLEGE

NH-16, Chaitanya Knowledge City, Rajahmundry, East Godavari District, Andhra Pradesh -533296

&

CHAITANYA INFRASTRUCTURES PVT LTD

69-3A-19,Chaitanya Nagar,Kakinada Andhra Pradesh -533003

MEMORANDUM OF UNDERSTANDING

This **Memorandum of Understanding** (hereinafter called as the 'MOU') is entered into on this the 4^{th} day of – Februray– Two Thousand Eighteen (04-02-2019)

BETWEEN

GIET Polytechnic College, NH-16, Chaitanya Knowledge City, Rajahmundry-533296, East Godavari District, Andhra Pradesh, the First Party represented herein by its Principal / Dr Ramanujam (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

CHAITANYA INFRASTRUCTURES PVT.LTD, 69-3A-19, Chaitanya Nagar, Kakinada, Andhra Pradesh 533003 the Second Party, and represented herein by its General Manager / Venkata Rama Prasada Rao Kosuri, (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')

- systems, keeping in mind the needs of the industry of 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.
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WHEREAS:

A) First Party is a Higher Educational Institution named: GIET Polytechnic College

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) Chaitanya Infrastructures Pvt.Ltd, the Second Party is engaged in Business, Manufacturing, Skill Development, Education and R&D Services in the fields of surveying, construction, soil analysis and related fields

F) Chaitanya Infrastructures Pvt.Ltd, the Second Party is promoted by Venkata Rama Prasada Raju Kosuri, 69-3A-19,Chaitanya Nagar,Kakinada, Andhra Pradesh 533003

G) Chaitanya Infrastructures Pvt.Ltd, Kakinada is a top company in the category Building Construction Consultants, also known for Civil Contractors.

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

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- 2.10 There is no financial commitment on the part of the GIET Polytechnic College, 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, 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 until it is expressly terminated by either Party on mutually agreed terms, during which period **Chaitanya Infrastructures**Pvt.Ltd, the Second Party, as the case may be, will take effective steps for implementation of this MOU. Any act on the part of **Training Partner** or **Chaitanya Infrastructures Pvt.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.

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 Rajahmundry

AGREED:

For Chaitanya Infrastructures Pvt.Ltd,

Authorized Signato COLVEGE (323)

For GIET Polytechnic College

RAJAHMUNDRY - 533 296

Chaitanya Infrastructures Pvt. Ltd RAJAHMUNDRY-533 101.

GIET Engineering College	Chaitanya Infrastructures Pvt.Ltd,		
NH-16, Chaitanya Knowledge City,	69-3A-19,Chaitanya Nagar,Kakinada, Andhra Pradesh 533003		
91-8498053323	91-8297033334		
gietpoly323@gmail.com	Mail id:gm.projects@chaitanya.ac.in		
www.gietpolytechnic.ac.in	Web		

Witness1: Laured VRema Rao 401, Savita Towers Raja mundiy.

Witness3:

B.R.V Savesh

B.R.V Savesh

Slo Marikaryon Raro

Sloven No 1 H- 23-16

Shiveyon Strut (R Jy)

Shiveyon 532101.

Witness4:

S Queramo Diej

5. Santha Rudrama Devi

D/o Venkata Ramana

D.DO-4-7, Ramalayam street, Gradarada kovul I.