

MEMORANDUM OF UNDERSTANDING



**LAKIREDDY BALI REDDY COLLEGE OF
ENGINEERING (LBRCE), Mylavaram**

AND



GARUDALYTICS

Think Location

**GARUDALYTICS PRIVATE LIMITED,
HYDERABAD**

MEMORANDUM OF UNDERSTANDING

between

**LAKIREDDY BALI REDDY COLLEGE OF ENGINEERING
(LBRCE), MYLAVARAM**

and

GARUDALYTICS PRIVATE LIMITED, HYDERABAD

This Memorandum of Understanding (“MOU”) is entered into and effective as of *Nineteenth day of November, 2022*, by and between:

GARUDALYTICS PRIVATE LIMITED., a company headquartered at Hyderabad with address as B10-1404, My Home Avatar, Puppalguda, Hyderabad - 500089, Telangana., India and here in after be referred to as “**GARUDALYTICS**” (which expression shall, unless repugnant to the meaning or context thereof, be deemed to include its executors, representatives, administrators, successors and permitted assigns).

and

LAKIREDDY BALI REDDY COLLEGE OF ENGINEERING (LBRCE), Mylavaram, having its registered office and campus at Administrative Building, Lakireddy Bali Reddy College of Engineering (LBRCE) Campus, Vijayawada-523120, Andhra Pradesh State, India, here in after unless the context otherwise requires be referred to as “**LAKIREDDY BALI REDDY COLLEGE OF ENGINEERING (LBRCE)**” (which expression shall, unless repugnant to the meaning or context thereof, be deemed to include its executors, representatives, administrators, successors and permitted assigns).

WHERE AS **LAKIREDDY BALI REDDY COLLEGE OF ENGINEERING (LBRCE)** offers variety of education programs with a view to provide best in class and industry required skills to students and faculty members in higher education and to disseminate knowledge through novel techniques and methodologies.

WHERE AS **GARUDALYTICS** intends to assist students and faculty members in higher education to gain all the relevant skills, experiential learning and adept them with latest Geospatial technology and tools, and support to **LAKIREDDY BALI REDDY COLLEGE OF ENGINEERING (LBRCE)** to execute the research projects.

WHERE AS both parties understand that while the rapid growth in Geospatial technologies has presented educators with exciting challenges and opportunities, it has also added logistical, administrative, pedagogical, and curriculum demands that must be considered when implementing various education program.

Both parties will therefore work in a strategic manner to address and build the required capacity of Geospatial professionals in India. **LAKIREDDY BALI REDDY COLLEGE OF ENGINEERING (LBRCE)** agrees to setup the **GARUDALYTICS Center of Geospatial excellence (CoGE)** addressing all aspects of GIS related infrastructure, faculty & student training and laboratory needs that is helpful for long-term management and maintenance of Geospatial programs.

LAKIREDDY BALI REDDY COLLEGE OF ENGINEERING (LBRCE) and **GARUDALYTICS** agree that all discussions between **LAKIREDDY BALI REDDY COLLEGE OF ENGINEERING (LBRCE)** and **GARUDALYTICS** are non-binding unless and until the parties enter in to written, definitive agreement signed by their duly authorized representative and neither party shall be obligated to enter into such an agreement.

Now therefore this MOU witnesses:

I. Possible areas/opportunities of Collaboration:

- a. **Education Programs/Courses:** Designing new programs or modifying the existing programs for relevant audiences to support capacity increase in the Geospatial areas and GIS technologies. The programs may be co-branded and co-delivered to the audiences at **LAKIREDDY BALI REDDY COLLEGE OF ENGINEERING (LBRCE)** campus.
- b. **Curriculum:** To work on designing and development of curriculum in Geo Spatial/GIS technologies aligned to industry requirements to cater to various audiences and programs as above.
- c. **Faculty Development:** Both parties to work on augmenting the skills of faculty members of the **LAKIREDDY BALI REDDY COLLEGE OF ENGINEERING (LBRCE)** so that the relevant skills can be further disseminated to the students.
- d. **Training:** To conduct trainings and disseminate programs/courses as designed above to students and faculty members of **LAKIREDDY BALI REDDY COLLEGE OF ENGINEERING (LBRCE)**
- e. **Infrastructure and Software:** To have the best in class and current GIS software platforms and solutions that address a variety of scenarios in different sectors/ industries

- f. **Research:** To collaborate on various research projects by bringing capabilities and experience of both parties together to address a variety of issues
- g. **Internships and recruitment:** To work on selecting and offering the students internships/on the job training as and when the opportunities arise
- h. **Project Work:** To help students gain through experiential learning with real time industry issues

II. Foreseen Benefits for LAKIREDDY BALI REDDY COLLEGE OF ENGINEERING (LBRCE)

- a) To be one of the leading institutions in the academic circles in the area of Geospatial technology.
- b) Opportunity to design innovative curriculum for Geospatial programs with GARUDALYTICS.
- c) To offer co-Branded Degree /Diploma/Certificate Programs delivered with GARUDALYTICS on Geospatial/GIS, based on the skills requirements in this area by various industries.
- d) To conduct Faculty development programs to enhance their skills on new and upcoming technologies in GIS.
- e) Improve the prospects of students for a global career with the best companies.
- f) Collaboration on issues/topics for non-commercial research.

III. Foreseen Benefits for GARUDALYTICS

- a) LAKIREDDY BALI REDDY COLLEGE OF ENGINEERING (LBRCE) will elect to engage GARUDALYTICS as the primary and preferred GIS technology and content provider and for GIS services.
- b) Dissemination of open-source/COTS GIS Software and skills that are required by the industry to various students and faculty members.
- c) Availability of skilled resource pool that various organizations may want to evaluate for recruitment or internships.

IV. Terms & Conditions

a) Training Services

GARUDALYTICS, through its own personnel or authorized business partners, will provide Courseware and/or perform the Training activities for courses as mutually decided between both parties.

Under this MOU, LAKIREDDY BALI REDDY COLLEGE OF ENGINEERING (LBRCE) may enroll students and/or faculty members courses every year from the effective date of the signing this MoU.

b) Software Configuration & Installation

GARUDALYTICS will recommend to **LAKIREDDY BALI REDDY COLLEGE OF ENGINEERING (LBRCE)** the relevant GIS Software (MOA) required to run courses as mentioned in MOA.

LAKIREDDY BALI REDDY COLLEGE OF ENGINEERING (LBRCE) may already have acquired this recommended software or may additionally purchase the same or may go with education license purchase or may go up with open source software without any additional purchase.

V. Intellectual Property

All property – training material, software, data, printed copies of documents created and/or delivered by **GARUDALYTICS** shall remain the exclusive property of **GARUDALYTICS**, including, but not limited to, all patents, trademarks. The main program structure and courses will be made by the **LAKIREDDY BALI REDDY COLLEGE OF ENGINEERING (LBRCE)** which shall have the right to modify, design, add/ omit any element from the course other than the parts to be taught by **GARUDALYTICS**. Nevertheless, the **LAKIREDDY BALI REDDY COLLEGE OF ENGINEERING (LBRCE)** may fix the course structure on GIS Software platform in deliberation with **GARUDALYTICS**. **GARUDALYTICS's** property shall include its name, their special module names to be taught in their session, the curriculum in the session and materials.

VI. Confidentiality, Nondisclosure

Except as may otherwise be required by law, each party will hold confidential, during and after the term of this Agreement, any confidential information disclosed to it or its representatives, and, will not disclose any such confidential information to any third party.

Notwithstanding the above, the receiving party's nondisclosure obligations shall not apply to information that:

- (i) was generally available to the public at the time it was disclosed, or becomes generally available to the public through no fault of the receiving party;
- (ii) was legitimately known to the receiving party (without any confidentiality obligation) at the time of disclosure as shown by written records in existence at the time of disclosure;
- (iii) was developed independently by the receiving party prior to the disclosure, as shown by written records in existence prior to the disclosure;
- (iv) is disclosed with the prior written approval of the disclosing party;

- (v) becomes known to the receiving party from a source other than the disclosing party without breach of this Agreement by the receiving party and in a manner which is otherwise not in violation of the disclosing party's rights; or
- (vi) is disclosed pursuant to the order or requirement of a court, administrative agency, or other governmental body, provided that the receiving party shall provide reasonable advance notice to enable the disclosing party to seek a protective order, and that such information remains Confidential Information for all other purposes.

VII. Representation of Parties

Performance Violates No Law or Agreements. As far as the Parties are aware, the execution and performance of this Agreement does not contravene any law, governmental rule or regulation, or any provision of any other agreement to which GARUDALYTICS and **LAKIREDDY BALI REDDY COLLEGE OF ENGINEERING (LBRCE)** are a party.

VIII. Term & Termination

The MOU shall be effective from the effective date, and shall be valid for a term of One (1) years, unless terminated earlier by either party, or extended mutually by both parties hereto, on the same terms and conditions as herein.

This MOU will terminate upon written notice by either party. The notice of termination should be issued at least 30 days before the intended date of termination unless extended or terminated earlier. If at any time any party wishes to withdraw from further evaluations and discussions in connection with the subject matter of this MOU and terminate this MOU, it may do so with or without cause and without liability by providing the other party with written notice of its intention to withdraw from further evaluations and discussions. Any Termination will go into effect upon completion of the then currently running Course(s).

The following obligations will survive termination of this MOU for any reason:

Use and nondisclosure of confidential information, Indemnification and Liability,

Obligations to make payments of amounts by **LAKIREDDY BALI REDDY COLLEGE OF ENGINEERING (LBRCE)** that become due by virtue of this MOU, prior to termination.

IX. Limitation of Liability

- a) Neither party shall be liable to the other for indirect or consequential loss even if such loss was reasonably foreseeable or the other party had been advised of the possibility of incurring the same whether arising from negligence, breach of contract

where proven indirect or consequential loss or damage may be recovered.

- b) The aggregate liability of GARUDALYTICS under this MoU for all damages or other amounts arising in connection with this MoU (whether under any indemnity or for contractual damages whether in contract, tort, negligence, strict liability or towards performance or nonperformance or otherwise) shall not exceed the fees received by it under this MoU. **GARUDALYTICS** shall not be liable to **LAKIREDDY BALI REDDY COLLEGE OF ENGINEERING (LBRCE)** for any loss to the extent such loss arises out of any claim by any third party for infringement by Course Material of its patents or intellectual property in case the infringement is due to modification to the Course Material by the **LAKIREDDY BALI REDDY COLLEGE OF ENGINEERING (LBRCE)**.
- c) Nothing in this MoU excludes liability for death or personal injury caused by **LAKIREDDY BALI REDDY COLLEGE OF ENGINEERING (LBRCE)**'s negligence, or for liability arising from **LAKIREDDY BALI REDDY COLLEGE OF ENGINEERING (LBRCE)** willful default or fraudulent misrepresentation.

VII - ARBITRATION

Any and all disputes, controversy or claims related to or arising in connection with this MOU shall first be referred to Head of **LAKIREDDY BALI REDDY COLLEGE OF ENGINEERING (LBRCE)** and Head of **GARUDALYTICS** for an informal resolution.

VIII - GENERAL

- This MOU shall not be construed to be an agency or a partnership or joint venture or an employment relationship. Neither party shall be entitled to bind the other party with any third party by its actions, unless it has specifically obtained the prior written consent of such other party to do so.
- Each party is an independent contractor, and nothing under this MOU shall be construed to create an employment relationship, whether for tax or for any other purpose, nor any partnership or joint venture between the parties. No provision of this MOU grants either party any express or implied right of authority to assume or create any obligations or responsibility on behalf of or in the name of the other party, or bind the other party in any manner or thing whatsoever. Neither party nor its personnel shall be considered employees of the other.
- Neither party shall assign or transfer this MOU or any benefits or rights or obligations accruing to it under this MOU, without the prior written consent of the other party.
- The existence and substance of this MOU and the rights and obligations of the parties here in will be kept confidential by **LAKIREDDY BALI REDDY COLLEGE OF ENGINEERING (LBRCE)** and will not be disclosed to any third party without the

prior written consent of **GARUDALYTICS**.

- Notwithstanding the foregoing, **LAKIREDDY BALI REDDY COLLEGE OF ENGINEERING (LBRCE)** may make such disclosure to the extent required by law, court or statutory authority, in which case **LAKIREDDY BALI REDDY COLLEGE OF ENGINEERING (LBRCE)** will promptly inform **GARUDALYTICS** to allow **GARUDALYTICS** a reasonable opportunity to obtain a protective order. **GARUDALYTICS** and **LAKIREDDY BALI REDDY COLLEGE OF ENGINEERING (LBRCE)** agree not to use the trademark, trade names, services or any other proprietary marks of the other party in any advertisement, press releases, publicity matters or other promotional materials without prior written approval of the other party.
- Any press release, publicity or media interaction pertaining to this MoU signing or **GARUDALYTICS** activities on campus need to have prior written consent from **both the parties**.
- The use of **GARUDALYTICS** Logo shall be subject to prior written permission by **GARUDALYTICS** and vice versa. Any violation of this paragraph will amount to material breach and will lead to the termination of this MoU.
- This MOU supersedes all prior oral or written communication, discussions and representations communicated between the parties here to in respect of the subject matter of this MOU. Any modification to this MOU shall only be made by way of a written document duly executed by representatives of both parties here to.
- If any provision of this MOU is held to be unenforceable or illegal under certain circumstances for any reason, such decision shall not affect the validity or enforceability of such provisions under other circumstances or the remaining provisions here of and such provisions shall be reformed only to the extent necessary to make them enforceable under such circumstances.
- Any notice under this MOU will be in writing and delivered by hand or by registered mail, return receipt requested, to the other party at the registered office or as may be substituted by the notice. If any notice is sent by mail, notice will be effective on the date of receipt.

LAKIREDDY BALI REDDY COLLEGE OF ENGINEERING (LBRCE) shall always maintain, a one-point contact for the **GARUDALYTICS** trainings being conducted at the institution. Any change in the contacts below will be promptly notified to **GARUDALYTICS**.

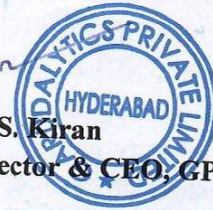
IN WITNESS WHERE OF, the parties here to have executed this MOU on the date, month and year, here in above written.

For LAKIREDDY BALI REDDY
COLLEGE OF ENGINEERING (LBRCE)

For Garudalytics Private Limited

g. n. 2 19/11/22.
Name: Dr K. Apparao
Principal **PRINCIPAL**
Lakireddy Bali Reddy College of Engg.
MYLAVARAM 521 230.

gim
Name: Dr. V. S. S. Kiran
Designation: Director & CEO, GPL



WITNESSES:

For LAKIREDDY BALI REDDY
COLLEGE OF ENGINEERING (LBRCE)

For Garudalytics Private Limited

Dr. V. Ramakrishna
Name: Dr V. Ramakrishna
HOD-Civil Engg Dept

P. Swathi
Name: P. Swathi
Designation: GIS Analyst