

ఆంధ్ర ప్రదేశ్ ఆంధ్ర ప్రదేశ్ ANDHRA PRADESH

No. 6825 Date 1-8-2022 Rs. 50

To Sri. Appa Rao... Kanolimala S/o Naga Bhushanam, Principal, LBRCB

For Whom... Self

Mylavaram

AT 317801

J. Venkateswara Rao
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LICENSED STAMP VENDOR
L.No.1/1995 R.No. 06-25-19/2020
#8-3, MYLAVARAM-521230, Mob: 9866391021

MEMORANDUM OF AGREEMENT BETWEEN

Lakireddy Bali Reddy College of Engineering
(Autonomous)

Mylavaram-521230, NTR District, Andhra Pradesh
(First Party)

AND

Indo-Euro Synchronization Pvt Ltd - IES
(Second Party)

For

International Skill and internship initiatives in the various
Academic institutions of Andhra Pradesh

MEMORANDUM OF AGREEMENT

This Memorandum of Agreement (MoA) is entered into on 2nd day of August 2022 at Vijayawada ,

By and Between:

Lakireddy Bali Reddy College of Engineering (Autonomous) having its (hereinafter referred to as "College", which expression shall unless repugnant to the meaning thereof, mean and include its successors and permitted assigns) of the First part

And

Indo-Euro Synchronization Pvt Ltd represented by VVN Raju, Managing Director of Indo-Euro Synchronization Pvt Ltd, Reg. Office: Plot No 3, 2nd Floor, Our Place Restaurant Street, Ashramam Road, Tadepalli, Guntur, AP – 522501, India hereinafter called the **IES** (which expression shall unless repugnant to the meaning thereof, mean and include its successors and permitted assigns of the Second part

IES and College are hereinafter referred to singly as "Party" and jointly as "Parties".

I.PREAMBLE/ BACKGROUND

Brief about IES :

IES is an initiative created by having experience and presence in technical and business bodies to connect India and Europe closer together and upskill the learning ecosystem at international standards. IES strive to create a better technological future by enabling closer collaboration and knowledge exchange between universities, academic institutions, companies and supporting governmental bodies. IES excelled in creating the knowledge clusters in India in the fields of Industry 4.0, Industrial automation and Robotics, Data Sciences, AI and IOT etc sectors. It also has a fleet to higher education models to German and European universities, like joint degree programs, standalone bachelor and master program, short term and long-term exchange certification programs and any kind of full-degree programs. All the models are developed on self-sustained basis including time to time funding support from Indian and European public and private bodies



Brief about College:

Lakireddy Bali Reddy College of Engineering (LBRCE) was founded through Lakireddy Bali Reddy Charitable Trust in 1998 by eminent philanthropist and NRI Entrepreneur Sri Lakireddy Bali Reddy, a Chemical Engineer by qualification. Since the inception, LBRCE aims at co-creating value-based technical excellence, which ultimately leads to the development of the rural area where the college is situated.

Lakireddy Bali Reddy College of Engineering (LBRCE), approved by AICTE and affiliated to JNTUK, Kakinada is an Autonomous Institution and has been accredited by NAAC, NBA (CSE, IT, ECE, EEE& ME) under Tier-I and ISO 9001:2015 Certified. It has also been awarded 2(f) and 12(B) status and Recognized as a 'Colleges with Potential for Excellence' (CPE) by UGC. It ranks in 251-300 band (Under Engineering) in NIRF India Rankings - 2022. At present, we offer 9 B.Tech programs in CSE, CSE (AI&ML), AI & DS, IT, ECE, EEE, CE, ASE, ME and 4 M.Tech. programs in CSE, Thermal Engg., Power Electronics & Drives, VLSI and Embedded systems, apart from M.B.A. Operating from a 65-acre green landscaped campus in Mylavaram, major facilities include 7 advanced labs, Internet with 1820 Mbps bandwidth, Digital library, 500KWp solar PV system, Indoor and Outdoor stadium, Gym, Yoga center, NSS unit, NCC Girls wing, Girls and Boys hostels. The teaching-learning process is handled by highly-qualified and experienced faculty. In R&D, we currently handle 12 projects sanctioned by DST, Govt. of India, UGC, and AICTE amounting to Rs 7 Crores, besides 29 patents and 1150+ research publications. Also 4 depts. function as research centers of JNTUK, Kakinada.


II. PURPOSE:

1. This engagement will aim to skill the graduates from the state of Andhra Pradesh by having the presence with domestic and international cooperation's.
2. To align courses and curriculum as per the International Standards adhering to Industry demand and needs.
3. To provide emerging and advanced skill training including assessment, certification and to facilitate industry connects to the trained students.

III. ROLES AND RESPONSIBILITIES:

1 FIRST PARTY – Lakireddy Bali Reddy College of Engineering shall

1. Establish necessary infrastructure in collaboration with IES;
2. Provide training to the students as per the course curriculum and assigning the necessary credit points for mandatory or non-mandatory courses/internship as a part of the course.



3. Assign the designated classroom and time slot in order to execute the agreed certification and/or internship program
4. Supporting the faculty to be part of agreed Faculty Development programs in order to enhance their knowledge time to time.
5. Supporting the students to archive opportunity to participate in the further industry internships, higher education opportunities and placement or career linkage activities
6. Depute required faculty to manage and co-ordinate Trainings in designated labs;
7. Collaborate for dissemination of knowledge on cutting edge technologies to faculty and research programs;
8. Take care of insurance and regular maintenance pertaining to Hardware installed in jointly established labs
9. Follow the guidelines as specified by APSSDC or equivalent policy body from time to time;
10. Submit all reports and documents relating to progress of the students on rolls, Accounts, Audit and Annual Work Plan, students' academic and placement records as specified at such frequency as may be required by APSSDC, IES and /or similar policy body

2 SECOND PARTY - IES shall

1. IES will establish the nodal centres at colleges to execute jointly agreed programs in collaboration with APSSDC or equivalent policy body and its knowledge partners.
2. Develop the courses according to the market needs in India and execute with academic planning in collaboration with APSSDC or equivalent policy body, and also conduct training of trainers/faculties.
3. At present, two courses are offered under the initiative as to provide training in collaboration with partnered Colleges and its certification along with their knowledge partners;
4. Provide support for conducting career linkage activities.
5. Impart the courses and provide assistance to further internships, placements and higher education opportunities to the students who had successfully completed the program;
6. Consider the students from these trainings as a priority to provide employment and higher education.
7. Collaborate for dissemination of knowledge on cutting edge technologies to faculty and research programs.
8. Along with their knowledge partners to provide commercial support as a part of student course along with APSSDC.
9. Ensure conducting assessments as per standard assessment pattern and shall provide certificate to the successful students.
10. Follow the guidelines as specified by APSSDC or equivalent policy body from time to time.



IV. Compliances:

- **KPIs** – Key Performance Indicators (KPIs) will be developed by IES in mutual consultation with colleges and APSSDC and/or equivalent policy body.
- **Monitoring:** The activities of shall be regularly monitored by IES in mutual consultation with colleges and APSSDC and/or equivalent policy body.

V. Responsibilities of the Parties:

Both parties agree that:

1. The Parties shall diligently perform their respective obligation under the Agreement as per the procedure set forth above.
2. 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.
3. Both parties agree to bring down the student's fee component Vs number of students as follows: Colleges need to send their selection of their option before start of the enrollment by writing in letter or email for that particular academic year.

Selection/Option	Colleges	IES
1	100 students for core engineering program and 100 students of CSE & IT program	Cost per student: 2000 INR (Including GST)
2	Min 100 students for core engineering program (or) CSE & IT program	Cost per student: 2000 INR (Including GST)
3	Min 60 students for core engineering program	Cost per student: 4000 INR (Excluding GST)

VI. Branding:

IES & College shall ensure necessary branding for agreed programs. IES and College shall follow the branding guidelines as specified by APSSDC or equivalent policy body from time to time.

VII. Attendance:

IES and College shall follow the attendance formats as specified by APSSDC or equivalent policy body from time to time.

VIII. Arbitration:

The Parties shall endeavor 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.

IX. Termination of MoA:

The first party shall have the right to terminate this MoA without assigning any reasons by giving prior written notice of 90 (e) days through its authorized signatory. Without prejudice to the above, either Party may terminate this MoA by giving 90(Ninety) 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 90 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.

X. Representations and Warranties by the Parties:

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

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.

That this MoA is within its powers and has been duly authorized by it; and 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.

That all information set forth in this MoA is true and correct and is not misleading in letter and spirit.

XI. PERIOD OF VALIDITY:

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

XII. 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.



XIII. 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.

XIV. 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 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.

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


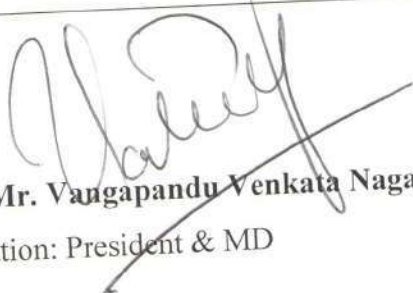
AMENDMENT: Amendment within the scope of the instrument shall be made by mutual consent of the parties, by the issuance of a written modification, signed, and dated by all parties.

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.


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 and on behalf of	For and on behalf of
Lakireddy Bali Reddy College of Engineering (Autonomous)	INDO-EURO SYNCHRONISATION PVT LTD
 Name: Dr. Appa Rao Kandimalla Designation: Principal PRINCIPAL Lakireddy Balireddy Collge of Engg. MYLAVARAM - 521 230.	 Name: Mr. Vangapandu Venkata Nagaraju Designation: President & MD

Witness:


D.V. VIJAY BHASKAR REDDY

Witness:

