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MEMORANDUM OF UNDERSTANDING

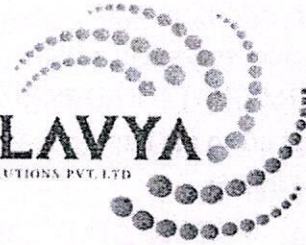
Between

KSRMCE (Autonomous), KADAPA



&

EKALAVYA
INNOVATIVE SOLUTIONS PVT. LTD



Ekalavya Innovative Solutions Pvt.Ltd., Tirupathi

FOR

SKILL DEVELOPMENT, EDUCATION, TRAINING, PLACEMENT,
RESEARCH SERVICES AND RELATED SERVICES

MARCH 2022

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (hereinafter called as the 'MoU') is entered on this date (21.03.2022).

By and Between

KSRM College of Engineering (Autonomous), Kadapa - 516003, YSR Dt., Andhra Pradesh, (hereinafter referred to as 'KSRMCE (A) - KADAPA') the **First Party** represented herein by its **Principal**, (the institution which expression, unless excluded by or repugnant to the subject or context shall include its successors - in-office, administrators and assigns).

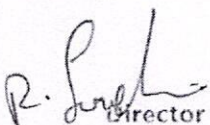
and

Ekalavya Innovative Solutions Pvt. Ltd., 101, 19-11-123/A, Sukavi TranQuil, Chinthalachenu, Tirupathi, Andhra Pradesh 517501, the **Second Party**, and represented herein by Managing Director, **Mr. Raja Suresh**, (company which expression, unless excluded by or repugnant to the subject or context shall include its successors - in-office, administrators and assigns).

(KSRMCE(A) - KADAPA and Ekalavya Innovative Solutions are hereinafter jointly referred to as 'Parties' and individually as 'Party')

WHEREAS:

- A) KSRMCE(A) - KADAPA is a Higher Educational Institution named:
- (i) **KSRM College of Engineering (Autonomous), Kadapa** is engaging in education and research at UG and PG levels and offering engineering, management programs.
 - (ii) KSRMCE (A) - KADAPA is operating under the flagship of Kandula Obul Reddy Educational Trust.
- B) **Ekalavya Innovative Solutions**, the Second Party is engaged in Skill Development, Education and R&D Services in the fields of - Application Development and Maintenance Services, IoT, Embedded products and services and educational support services.
- C) **Ekalavya Innovative Solutions**, the Second Party is promoted by **Mr. Raja Suresh, M.D & Founder, Ekalavya Innovative Solutions Pvt.Ltd.,**
- (i) Ekalavya Innovative Solutions was founded in the year 2021 by an **EDTECH** company deals with technology-related projects for UG, PG students and provides services like patent draft, workshops, paper writing, and thesis writing for diploma, UG, PG, and Ph.D. students.
Ekalavya Innovative Solutions has its own products and is also specialized in providing hardware and software solutions for small and medium level enterprises. Our intention is to build together an automatic system of highly integrated hardware and software solutions, tools, and products for small &



medium level industries and agriculture segments.

- (ii) Ekalavya Innovative Solutions is operational with its head office at Tirupathi India. The company collaborated with different institutions across the country for product development opportunity and skill-based trainings.
- (iii) KSRMCE (A) - KADAPA & Ekalavya Innovative Solutions 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.
- (iv) The Parties intent to cooperate and focus their efforts on cooperation within area of Skill Based Training, Education and Research and any other areas upon mutual consent.
- (v) Both Parties, being legal entities in themselves desire to sign this MOU for advancing their mutual interest.

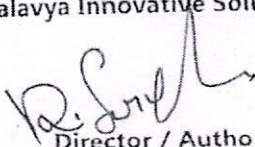
NOW THEREFORE, IN CONSIDERATION OF THE MUTUAL PROMISES SET FORTH IN THIS MoU, THE PARTIES HERETO AGREE AS FOLLOWS:

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 Institution 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 KSRMCE (A) - KADAPA and Ekalavya Innovative Solutions co-operation will facilitate effective utilization of the intellectual capabilities of the faculty of KSRMCE (A) - KADAPA providing significant inputs to them in developing suitable teaching/training and research systems, keeping in mind the needs of the industry.
- 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

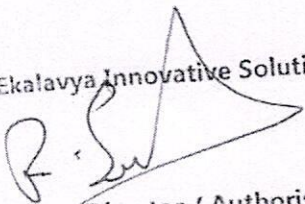
- 2.1 Both parties believe that close co-operation between the two would be of major benefit to the student community to enhance their skills and


Director / Authorised Signatory

knowledge. The following areas are covered under this MoU for engagement and cooperation for the benefit of the student community:

- a. Curriculum Design
 - b. Industrial Training and Visits
 - c. Internships and Placement of Students
 - d. Research and Development
 - e. Skill Development Programs
 - f. Guest Lectures
 - g. Developing Academic Projects and
 - h. Faculty Development Programs
- 2.2 **Curriculum Design:** Ekalavya Innovative Solutions will give valuable inputs to KSRMCE (A) - KADAPA 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; Ekalavya Innovative Solutions shall arrange for the Faculty and Students of KSRMCE (A) - KADAPA to visit its associated companies and also involve in Industrial Training Programs for KSRMCE (A) - KADAPA. 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. Ekalavya Innovative Solutions will provide its Labs/Workshops/Industrial Sites for the hands-on training of the learners enrolled with KSRMCE (A) - KADAPA.
- 2.4 **Internships and Placement of Students:** Ekalavya Innovative Solutions will actively engage to help the delivery of the internship and placement of students of KSRMCE (A) - KADAPA into internships/jobs, as per AICTE internship Policy. Ekalavya Innovative Solutions 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 Skill Development, Education and R&D Services in the fields of - Application Development and Maintenance Services, IoT, Embedded products and services.
- 2.6 **Skill Development Programs:** Ekalavya Innovative Solutions to engage in training the students of KSRMCE (A) - KADAPA on the emerging technologies in order to bridge the skill gap and make them industry ready.
- 2.7 **Guest Lectures:** Ekalavya Innovative Solutions to extend the necessary support to deliver guest lecture's to the students of KSRMCE (A) - KADAPA on the technology trends and in-house requirements.

For Ekalavya Innovative Solutions Pvt. Ltd.



Director / Authorised Signatory

- 2.8 **Faculty Development Programs:** Ekalavya Innovative Solutions to train the Faculties of KSRMCE(A) - KADAPA for imparting industrial exposure/training and in knowledge and skill up gradation as per the industrial requirements.
- 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 KSRMCE(A) - KADAPA, the First Party to take up any program mentioned in the MoU. If there is any financial consideration, it will be dealt separately and upon mutual consent.

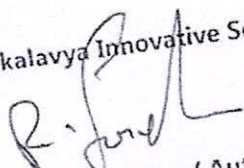
CLAUSE 3 INTELLECTUAL PROPERTY

- 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.
- 3.2 Each Party agrees and acknowledges that all the copyrights, trademarks, proprietary and/or licensed software, service marks and trade secrets of each Party while conducting the business contemplated under this MoU shall always belong to such respective Party.
- 3.3 Protect the confidential information and IPRs in a reasonable and appropriate manner as prescribed under law and in accordance with the applicable professional standards.
- 3.4 Use confidential information and IPRs only to perform obligation under this arrangement; and reproduce confidential information and IPRs only as required to perform its obligations under this arrangement.
- 3.5 This clause shall survive and continue even after the termination of the MoU.

CLAUSE 4 VALIDITY

- 4.1 This Agreement will be valid for two academic years from 2021-22 to 2022-23 until it is expressly terminated by either Party on mutually agreed terms, during which period Ekalavya Innovative Solutions, 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 Ekalavya Innovative Solutions, 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.
- 4.3 At the end of the period of MoU, the Parties may extend the MoU by mutual consent for a period not more than two academic years and not less than on academic year.

For Ekalavya Innovative Solutions Pvt. Ltd.

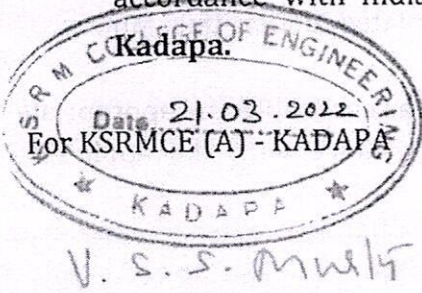


Director / Authorised Signatory

CLAUSE 5 RELATIONSHIP BETWEEN THE PARTIES

5.1 It is expressly agreed that KSRMCE(A) - KADAPA and Ekalavya Innovative Solutions 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 KSRMCE(A) - KADAPA. This undertaking is to be construed in accordance with Indian Law with exclusive jurisdiction in the Courts of



Authorized Signatory

AGREED:

For Ekalavya Innovative Solutions
For Ekalavya Innovative Solutions Pvt. Ltd.

Director / Authorised Signatory

Authorized Signatory

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Prof. & HOD
Dept. of ECE

Witness2:
Prof. HOD, EEE