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సర్కారు C.N.C. University Anantapur

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Khaja Nagar, ANANTAPUR

**Memorandum of Understanding  
Between  
TOOOPLE Pte Ltd, Singapore  
and  
JNT University Anantapur, Ananthapuramu**

This memorandum of Understanding ("MOU") is executed on the 12<sup>th</sup> July, 2018

**BETWEEN**

**TOOOPLE Pte. Ltd.** is a private limited company (INDUSTRY) registered at 5000 C, Marine Parade Road; #19-09; Singapore – 449 286 and its associate TOOOPLE Digital Skills Pvt Ltd in Hyderabad (hereinafter referred to as "INDUSTRY", which expression shall, unless it is repugnant to the context thereof be deemed to include its successors and assignees) of the FIRST PARTY.

**AND**

Jawaharlal Nehru Technological University Anantapur, is a State level Govt. University registered under Act No.30 of 2008, Govt. of A.P. having its registered office at Ananthapuramu, its Constituent Campuses and Affiliated Colleges (hereinafter referred to as "UNIVERSITY", which expression shall, unless it is repugnant to the context thereof be deemed to include its successors and assignees, and represented by its Registrar) of the SECOND PARTY.

INDUSTRY and UNIVERSITY shall hereinafter be individually referred to as "Party" and collectively as "Parties".

WHEREAS

The PARTIES have, agreed to collaborate to provide Experiential Learning on emerging technologies to students through mentored projects virtually, using technology on TOOOPL Plat form hereinafter referred as "PROGRAM" exercising the expertise available with both the PARTIES.

Now therefore under the mutual covenants hereinafter contained the PARTIES hereto agree as follows;

**1. Duration of this Agreement**

The agreement shall be in force for a period of 2 (two) years from the date of execution, initially and further renewable before the expiry of above said period.

**2. Scope of the Memorandum**

- FIRST PARTY delivers Project Based Skills Augmentation Program virtually (PBSAP):
  - Phase-I: For 30 students of all 3 JNTUA Constituent Engineering Colleges (Ananthapuramu, Pulivendula and Kalikiri) across CSE/ECE/EEE departments and in the 3<sup>rd</sup>/4<sup>th</sup> year of their academic program. The students may be shortlisted through an On-Line evaluation method.
  - Phase-II: Expand to JNTUA-Affiliated colleges subject to review by both the PARTIES to identify and incorporate any corrective actions from Phase-I. These corrective actions may be documented and added as an addendum to the signed MOU before starting Phase-II.
  - Start an initiative for curated student groups from Phase-I to work on complex projects with support from the industry and Alumni. As this approach is a "first of it's kind" and involves minimal/flexible time commitments from experts, the university may attract large vendors to participate and improve JNTUA cohorts' employability with multinational organisations like Amazon, Microsoft, IBM, Cypress Semiconductor, Oracle, Hitachi, Computer Associates, TCS, Wipro, Mid-Sized specialist companies etc. as quality of graduates will be predictable.
  - After Phase-I, initiate program during the 3<sup>rd</sup> academic year and consider students completing projects with varying scope and complexity.
- This program uses collaborative technologies and mentors, to help students develop industry mirrored projects and provide them with all-round experience to bring them closer to employability/career building. SECOND PARTY should consider this as major/final project for



academic requirement of 4<sup>th</sup> year students. FIRST PARTY will be responsible for Program delivery cost (Mentor Fees/Zoom etc.) and SECOND PARTY/Affiliated-Institutions bear the infrastructure and local administration cost.

- Start dates for Phase-I and Phase-II to be determined by both Parties upon mutual agreement.

**Duration and Commercials for virtual Project Based Skills Augmentation Program (PBSAP):**

Program Audience and roll-out	Group Size/ Mentor Contact Hours/ Duration in Weeks	Cost per Student Fee Waiver
Phase – I: 3 <sup>rd</sup> /4 <sup>th</sup> year students (30 students/3 Constituent Engg Colleges)	5 students per Group/ 30 Hours per Group / 10 to 12 weeks; Includes Virtual Expert Sessions & Communication with larger groups; Each Mentor interacts with 2 Groups simultaneously.	(Phase-I For 30 students Only)
Phase – II	Expand to JNTUA-Affiliated colleges subject to review by both the PARTIES to identify and incorporate any corrective actions from Phase-I through an addendum to this MoU	To be determined Later

The above costs do not include FIRST PARTY's staff's short stay to supervise the program when required on the ground and university may accommodate them in their guest house.

With mentor's support, each group will choose one application area and one technology for better-outcomes.

**3. Infrastructure for the PROGRAM**

- UNIVERSITY to provide infrastructure for students to attend the mentor sessions virtually
- This includes power-supply, air-conditioning, working tables/chairs and access to UNIVERSITY's WiFi / Internet.
- All students working on projects will have access to UNIVERSITY's IT infrastructure including desktop/printer/LCD for presentations (within the campus) when required
- The minimum hardware requirements for desktops/laptops to be used are: Intel-based machines with at least 8GB of RAM, and good speakers/headsets, microphones and webcam




#### **4. Responsibilities of the PARTIES**

- a. The Co-Ordinator at the UNIVERSITY and the Principals of Constituent Colleges shall help FIRST Party to coordinate with the students in short-listing students.
- b. The Co-Ordinator at the UNIVERSITY and the Principals of Constituent Colleges shall be responsible to ensure the agreed infrastructure is in place for student groups to work on the projects
- c. The FIRST PARTY will be responsible for providing project specifications and allocate mentors to groups of students.

#### **5. Faculty**

- a. The co-ordinators of both parties should explore any resources required (such as local advisor from faculty) to provide any ground support for students
- b. The faculty may be available to attend project presentations virtually and give feedback to the project teams from time to time to boost the students' confidence
- c. As there is no direct teaching involved for projects there may not be any compensation for the faculty. However, if there are any Expert Sessions conducted virtually by the faculty to larger audience then FIRST PARTY will compensate the faculty as per UNIVERSITY norms

#### **6. Monitoring of the program**

- The PARTIES, shall meet once every 30 days, in person or virtually, to prepare monthly reports and sign off on the progress of the PROGRAM. Copy of these reports should be sent to the university.

#### **7. Award of Certificates:**

The PARTIES may jointly give the Program Completion certificate to the students who attend more than 85% of the mentor and group interactions, and complete all of the project submission tasks as a group.

#### **8. Renewal and Termination of Agreement**

- a. The agreement shall be renewed before the expiry of two years, and shall be renewed in writing and signed by the PARTIES
- b. The agreement shall be terminated at anytime by either party by giving Sixty (60) clear days of written notice to that effect giving reasons thereof.
- c. The PARTIES shall abide by the condition that termination affects the ongoing projects and should ensure that any projects in progress are completed to the satisfaction of the associated mentors, before completing the separation process



## **9. Intellectual Property Rights (IPR) & Publications**

- a. The IPR of the results arising from the completed projects under this agreement will be treated as follows:
  - i. Students and UNIVERSITY's project outcomes will fully remain with UNIVERSITY and Student groups unless student groups invite FIRST PARTY to commercialise the same, which may be subject to negotiation outside the scope of this agreement.
  - ii. If the IPR are not claimed by students of the UNIVERSITY for 6 months from end date of the project, then it will be vested with both PARTIES after giving 30 days' notice to the students
  - iii. If a third party is involved in supporting the IPR, then UNIVERSITY may decide on how it will be shared with them directly
  - iv. The PARTIES agree that they shall not take any action which will jeopardise securing IPR for the results arising out of work done in this relationship
  - v. Research publication should be affiliated to both the PARTIES

## **10. Force Majeure**

- a. Neither Party shall be held responsible for non-fulfilment of their respective obligation under this Memorandum due to the exigency of one or more of the Majeure events such as but not limited to acts of God, War, Floods, Earthquakes, Strikes, Lockouts, Epidemics, Riots, Civil Commotion etc., provided on the occurrence and cessation of any such event the party affected thereby shall give a notice in writing to other party within one month of such Occurrence or cessation. If the Majeure conditions continue beyond 6 months, the parties shall jointly and amicably decide the future action to be taken.

## **11. Amendment of the Memorandum**

- a. No amendment or Modification of this Memorandum shall be valid unless the same is made in writing by the PARTIES specifically stating the same to be an amendment of this Memorandum and agreed by the PARTIES
- b. The amendment(s) shall be effective from the date on which they are executed by the PARTIES

## **12. Notices**

- a. All notices and other communications required to be served on the PARTIES under this Memorandum shall be considered to be served if the same shall have been delivered to, left with or posted by registered mail to the PARTIES at as it's last known address of business



**13. Settlement of disputes**


- a. The PARTIES agree that any dispute arising out of this Memorandum shall be resolved amicably by mutual consultations
- b. In the event the parties are not successful in resolving any dispute arising out of this agreement, the same shall be referred to the arbitration of two arbitrators, one to be appointed by each party to the dispute, and in case of difference of opinion between them to an *umpire* appointed by the said two arbitrators before entering on the reference and the decision of the arbitrators or umpire, as the case may be, shall be final and binding on both the PARTIES. The venue of the arbitration shall be at JNTUA, Ananthapuramu, and the arbitration proceedings shall take place as per the provisions of the Indian Arbitration and Conciliation Act 1996

IN WITNESS WHEREOF, the PARTIES have caused this MOU to be signed by their duly authorised representatives as of the MOU effective date above.

  
Name & Signature of Authorised person of  
The FIRST PARTY



**Sistla Venkata Krishna**  
Co-Founder/Director  
TOOOPLE Pte Ltd

  
Name & Signature of Authorised person of  
The SECOND PARTY

**REGISTRAR**  
**J.N.T.U. Anantapur**  
**ANANTHAPURAMU-515002**

**Prof. S. Krsihnaiah**  
Registrar  
JNT University Anantapur

Witness 1:   
(Prof. M. Vijaya Kumar)

Witness 2:   
(RAJEEV BADDEPUDI)

