

Memorandum of Understanding

This Memorandum of Understanding ("MoU") is executed on the 15 day of June, 2018 by and between:

Jawaharlal Nehru Technological University Anantapur (JNTUA), Government of Andhra Pradesh separated from erstwhile JNTU through A.P. Govt. Act No. 30 of 2008 and having its campus at Ananthapuramu – 515002, Andhra Pradesh, represented herein by its authorized signatory, Registrar, Prof. S. Krishnaiah (herein after referred to as "JNTUA", which expression shall, unless it be repugnant to the context or meaning thereof be deemed to mean and include their successors and assigns) of the First Part

And

Andhra Pradesh Information Technology Academy (APITA), Government of Andhra Pradesh, having its registered office at D.No. 6-178, EcoRitz Building, 1st Floor, SER Center, BMPS Road, Prasadampadu, Vijayawada, Andhra Pradesh – 521108, represented herein by its authorized signatory, Chief Executive Officer, Dr. B. Sundar, IFS (herein after referred to as "APITA", which expression shall, unless it be repugnant to the context or meaning thereof be deemed to mean and include their successors and assigns) of the Second Part

JNTUA and APITA are hereinafter individually referred to as "Party", and collectively as "Parties".

WHEREAS

(A) JNTUA is a Technical University committed to develop and nurture a Technical Education System in the four districts of Rayalaseema viz., Anantapur, Chittoor, YSR Kadapa, Kurnool districts and SPSR Nellore district which would produce skilled man power of high quality comparable to the best in the world and in adequate numbers to meet the complex technological needs of the economy. The University has initiated many schemes to assure quality education to the students, career development of faculty members, progression of students towards higher education and generating career opportunities through the campus placement programmes in reputed organizations across the globe. The University is working dedicatedly towards the vision of producing quality technical graduates, competent teachers, scientists and leaders in the academics, research, industry and administration.

(B) APITA is a Society established by ITE&C Department, Government of Andhra Pradesh. Its main activities are: To promote Industry – Academia – Government interaction, to impart training through industry to produce readily employable graduates, to bridge urban-rural divide in training and placements and to enable e-literacy amongst socially and economically challenged sections of the society. The major objectives of APITA are:

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- a) Support capacity building initiatives of ITE&C Department.
- b) Develop and offer courses in IT, Electronics and Communications in collaboration with industry.
- c) Bridge the urban rural divide in producing readily employable graduates.
- d) Provide conducive environment for learning through value addition programs.
- e) Promote a culture of Research and Development in IT, Electronics and Communications.
- f) Facilitate e-governance through oriented programs for state government employees.
- g) Offer consultancy support in Capacity Building programs.
- h) Collaborate with Industry, Educational and Research Institutions for the promotion and development of e-governance.

Background

In a meeting held between Chairman, IIDT, Additional CEO, APITA and Professors, Registrar and Vice Chancellor of JNTUA on 7th May 2018, JNTUA has taken the following decisions:

- a. To start M.Tech (Data Science), M.Sc (Data Science) and MBA (Fintech) courses in collaboration with Industries.
- b. All the courses mentioned above (Point No. a) will be planned by APITA and JNTUA in collaboration with Industry or Higher learning institutions.
- c. For starting MBA course in Fintech, decision will be taken after getting industry collaboration.

NOW, THEREFORE, the parties hereby agree to perform their obligations, roles and responsibilities in this regard in accordance with the terms set out hereunder:

1. Basic Understanding

- a. The parties agree that they shall work together towards starting and conducting the courses at JNTUA in accordance with the terms and conditions set out in this MoU and in accordance with the objectives, obligations, roles and responsibilities of the parties as set out in this MoU.
- b. The parties agree and acknowledge that this MoU sets out *inter alia* only the broad frame work of the objectives, obligations, roles and responsibilities of the parties in relation to the courses that are planned to start and that the parties may discuss and mutually agree in writing on any additional obligations or specific obligations in relation to the same as and when necessary, which shall be in accordance with this MoU and shall form a part thereof.



2. Obligations, roles and responsibilities of JNTUA

- a. JNTUA shall be responsible for designing, developing and offering the courses to the students at JNTUA with inputs from Industries, APITA and IIDT or APEITA.
- b. JNTUA shall be responsible for the enrollment of the students in the courses and the collection of fees from the students. All the revenues generated in the form of fees are owned by JNTUA.
- c. JNTUA shall be responsible for teaching the courses and assessment / evaluation of the students.
- d. JNTUA shall provide relevant M.Tech / M.Sc / MBA degree certificate to the students upon successful completion of the course.
- e. JNTUA shall support APITA for the courses planned to offer in Data Science and Fintech.
- f. JNTUA shall identify a single point of contact for coordinating with APITA for successful collaboration.
- g. JNTUA shall include CEO, APITA, and Additional CEO, APITA in the advisory committees of all the courses / programs mentioned in this MoU.
- h. JNTUA shall bear all of its own costs and expenses which it may incur in fulfilling its obligations and responsibilities set forth in this relation to this MoU.

3. Obligations, roles and responsibilities of APITA

- a. APITA shall coordinate with the industries to establish collaboration / partnership with JNTUA for the successful launch and execution of the courses.
- b. APITA shall identify a single point of contact for coordinating with JNTUA for the successful collaboration.
- c. APITA shall bear all of its own costs and expenses which it may incur in fulfilling its obligations and responsibilities set forth in this relation to this MoU.

4. Joint proposals

JNTUA and APITA agree to submit joint proposals while applying for any grants from State or Central governments related to the courses mentioned in this MoU. All the revenues generated in the form of grants are owned by JNTUA.

5. Intellectual property rights

All the work / deliverables under this MoU, whether developed, designed, created, devised, researched, analyzed or otherwise prepared, performed or made by JNTUA or jointly by JNTUA and APITA, including but not limited to the design and content of the program, design / project plan, method(s) of implementation, curriculum, databases, academic /



course material or products, technical information, samples, strategies, know-how, research findings / output, patents, case studies, content forming part thereof, methodologies, data analysis, results, reports, publication of research papers, spreadsheets, designs, dissemination of knowledge through media or other public forum etc. whether literary, audio or video or otherwise, whether available on digital media or otherwise, shall be owned jointly by JNTUA and APITA including all proprietary and intellectual property rights therein, in perpetuity and for the territory of the entire world, with absolute and exclusive rights to use, exploit and modify the same in any manner it deems fit.

6. Term

The term or period of validity granted hereby is initially for a period of two years, from the date of signing this MoU and it shall continue to extend validity unless terminated earlier by either party, or extended mutually by all parties hereto, on the same terms and conditions as herein with prior notice.

7. Termination

JNTUA may terminate the MoU, if second party is in default of any of the terms and conditions of this MoU and fails to correct such default within two weeks after written notice thereof from JNTUA.


8. Arbitration

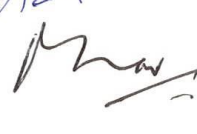
All disputes shall be tried and resolved amicably by negotiations. Otherwise, it shall be referred to a sole arbitrator, to be appointed by the parties herein, under Indian Arbitration and Conciliation Act, 1996. The Jurisdiction of the court shall be in Andhra Pradesh only.

In WITNESS WHEREOF, the parties herein, have hereunto put their hands and seal on the day, month and year first hereinabove written.



Witnesses:

1.  (KIRAN KATRO)
Addl. CEO, APITA

2.  (Prof. M. VIJAYA KUMAR)
DAP, JNTUA