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Serial No:33894 Purchased By S. KRISHNAIAH S/O S. ESWARAIAH ANANTAPURAMU

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For: JNT UNIVERSITY ANANTAPURAMU Date15-05-2018

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K. V. Sub Registrar <sup>t</sup>A

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SRO Ananthapur (R.O)

# Memorandum of Understanding

**Between** 

Efftronics Systems Private Limited, Vijayawada and

J N T University Anantapur, Ananthapuramu

This memorandum of understanding (MOU) which is signed on the **17-05-2018**IS BETWEEN

**Efftronics Systems Private Limite**d, having its registered office 40-15-9, Brundavan Colony, Vijayawada-520 010, Andhra Pradesh ((hereinafter referred to as "INDUSTRY", which expression shall, unless it is repugnant to the context or meaning thereof be deemed to include its successors and assigns) of the FIRST PARTY.

**AND** 

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

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## 4. Program Structure and Content

- a. The SECOND PARTY shall prepare the structure of the Program, syllabus and scheme of examination through the standard procedures adapted by the university.
- b. The SECOND PARTY shall take two representative(s) of the FIRST PARTY into the board of studies/ expert committee constituted for development of Program structure, syllabus and scheme of examination.
- c. The nominated Co-ordinators of PARTIES shall implement the teaching of program content developed by the university.

#### 5. Venue of the Program

- a. Two venues shall be used for the conduct of the Program. The theory subjects shall be taught at JNTUA, Anantapuramu campus and the internship program/Industry training/thesis submission by student shall be taken up at Vijayawada, at Efftronics Systems Pvt. Ltd. 40-15-9, Brundavan Colony, Vijayawada. The duration of the Program to be taken up on each campus will be decided depending on the Program content with the mutual consent of both the parties.
- When the Program is conducted at Efftronics Systems Pvt. Ltd. premises at Vijayawada, the FIRST PARTY shall provide class room(s), laboratories and such other facilities required without any charge.
- c. The FIRST PARTY shall provide the equipment, instruments available within their premises for the conduct of practical classes / Industrial training / Internship programs free of cost.
- d. Remuneration to the staff of Efftronics Systems Pvt, Ltd. and other industry based staff for conducting theory classes shall be fixed by the SECOND PARTY in consultation with the first party by following the rules and regulations of JNTUA, Anantapuramu.

## 6. Responsibilities of the PARTIES

- The Co-ordinator of the Program at university shall be responsible to coordinate with the university for admission process.
- The Co-ordinator of the Program at university shall be responsible for conducting the PROGRAM in Coordination with the nodal agency of the second party.
- c. The Co-ordinator of the Program at university shall be responsible for providing the materials, stationeries, reading materials and library facilities etc. for the PROGRAM.
- d. The Co-ordinators of both PARTIES shall be responsible for imparting hands on training for the students, providing adequate and appropriate classrooms at the premises *of* the industry and university.

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(INDUSTRY and UNIVERSITY shall hereinafter be individually referred to as "Party" and collectively referred to as the "Parties")

#### **WHEREAS**

the PARTIES have, agreed for conducting a Program for M.Tech. **Internet of Things** hereinafter referred to as the PROGRAM exercising the expertise available with the PARTIES

Now therefore under the mutual covenants herein after contained the PARTIES here to agree as follows;

## 1. Duration of the Agreement

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

## 2. Scope of the Memorandum

- a. The PARTIES agree to collaborate in all academic activities connected with the PROGRAM
- The PARTIES hereby agree to follow the Regulations& Syllabus for the PROGRAM which is approved by the competent authorities of the PARTIES,
- c. The PARTIES agree that the PROGRAM is offered by the University SECOND PARTY under Semester system or Choice Based Credit System (CBCS) - Self Supporting Mode recognised as a PG Program conducted by the SECOND PARTY
- d. The PROGRAM shall be conducted on Full time basis as mutually agreed upon by the PARTIES

### 3. Duration of the Program

- a. The duration of the PROGRAM shall be two years consisting of Choice Based Credit System or semester as mutually agreed upon by the PARTIES
- For the conduct of the Program, a Co-ordinator nominated by the Efftronics Systems Pvt. Ltd, Vijayawada shall be the nodal agency for the FIRST PARTY
- c. For the conduct of the Program, a Co-ordinator nominated by the Vice-Chancellor of JNTUA, Anantapuramu shall be the nodal agency for the SECOND PARTY

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e. There is no financial commitment from second party to first party in execution of MoU for conducting theory classes/industrial training/internships/thesis contribution.

#### 7. Faculty

- a. The Co-ordinators of both PARTIES shall be jointly responsible for providing the faculty for the PROGRAM. While deciding the faculty for the PROGRAM wherever possible and applicable, faculty from the both the PARTIES shall be included on mutual consensus.
- **b.** The remuneration to the faculties shall be paid by the SECOND PARTY as per the norms of the University for teaching theory subjects in university campus.

#### 8. Monitoring the Program

The PARTIES, periodically, once in three months, shall meet and prepare reports in writing on the progress of the PROGRAM and signed by them. Copy of the reports shall be sent to the university.

## 9. Conduct of Examination, award of degrees

JNTUA University shall conduct the examinations as per the rules of the university and award the degrees to the successful candidates.

## 10. Renewal and Termination of Agreement

- a. This Agreement shall be renewed before the expiry of two years, and shall be renewed in writing and signed by the PARTIES.
- b. This Agreement shall be terminated at any time by either PARTY by giving 30 dear days of written notice to that effect giving reasons therefore. However the termination of the PROGRAM shall come into force for the next Academic year only.
- c. The PARTIES shall abide to the condition that the termination shall not affect the on ongoing PROGRAM, which shall be fully completed as per the Agreement.

## 11. Intellectual Property Rights (IPR) & Publications

- a. The Intellectual Property Rights of the results arising from the PROGRAM under this Agreement, if any, which has the potential of commercial or otherwise importance shall be vested with both the PARTIES
- The PARTIES agree that they shall not take any action which will jeopardise securing intellectual Property Right for the results arising out of the PROGRAM

Research publications should be affiliated to both the PARTIES

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#### 12. Force Majeure

Neither Party shall be held responsible for non-fulfillment of their respective obligation under this Memorandum due to the exigency of one or more of the Majuro event such as but not limited to acts of God, War. Flood, earthquakes, Strikes, Lockouts, Epidemics, Riots, Civil Commotion, etc. Provided on the occurrence and cassation of any such event the Party effected thereby shall give a notice in writing to other Party within one month of such Occurrence or cessation. If the Majeure conditions continue beyond six months, the parties shall jointly and amicably decide about the future Program of action to be taken.

## 13. Amendment of the Memorandum

- a. No amendment or modification of this Memorandum shall be valid unless the same to be 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

#### 14. Notices

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 its last known address of business.

#### 15. Settlement of disputes

- 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 Parties. The venue of arbitration shall be at JNTUA, Anantapuramu, and the arbitration proceedings shall take place as per the provisions of the Indian Arbitration and Conciliation Act 1996

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

Name & Signature of the Authorized person of the FIRST PARTY

Dr. Rama Krishna Dasari CEO

Efftronics Systems Private Limited, Vijayawada. Name & Signature of the Registrar, JNTUA For SECOND PARTY

> Prof. S. Krishnaiah Registrar

JNT University Anantapur, Ananthapuramu. REGISTRAR

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

Witness:

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