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13/7
2018
ADITYA COLLEGE OF ENGINEERING & TECHNOLOGY
SURAMPALEM

CA 688483

B. KRISHNA RAO S.V. S.R.O.
PEDDAPURAM
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R.L. No. 04-07-16-2017
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AGREEMENT BETWEEN

ANDHRA PRADESH STATE SKILL DEVELOPMENT CORPORATION

VIJAYAWADA

AND

ADITYA COLLEGE OF ENGINEERING & TECHNOLOGY,

ADITYA NAGAR, ADB ROAD, SURAMPALEM - 533437,

EAST GODAVARI DISTRICT, ANDHRA PRADESH, INDIA.

PRINCIPAL
Aditya College of
Engineering & Technology
SURAMPALEM-533 437

The Agreement is executed on this 17-04-2018 day of 2018 (Effective Date) by and between, **Andhra Pradesh State Skill Development Corporation** having its office at **2nd Floor, NTR Administrative Block, PN Bus Station, Vijayawada - 520 013** hereinafter called the "APSSDC" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successors and assigns) represented by the MD&CEO of the first part; And **Aditya College of Engineering & Technology** having its office at **Aditya Nagar, ADB Road, Surampalem - Pin: 533437 East-Godavari District, Andhra Pradesh, INDIA.,** East Godavari herein after called "ACET" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successors and assigns) represented by the **PRINCIPAL** of the second part;

APSSDC and Aditya College of Engineering & Technology shall herein after be collectively referred to as Parties and individually as first/second Party.

WHEREAS:

The new state of Andhra Pradesh has come into existence after bifurcation of the erstwhile combined state of Andhra Pradesh in June-2014. In the process of fulfilling its commitment for formation of a modern State, the State has initiated its endeavors, primarily on infrastructure building and rapid industrialization. To support this initiative, Government of Andhra Pradesh (GoAP) has identified manufacturing as a key area and is establishing clusters to nurture growth in vital sectors like Auto and Electronics by setting-up industrial corridors, Special Economic Zones (SEZs) etc,. The immediate necessity for Industrialization is the manpower development. In the process of industrialization and infrastructure building, it is obligatory on the part of GoAP to simultaneously develop a large pool of skilled manpower to cater to the needs of the industry and service sectors. In this endeavor, the State has earnestly decided to address the skill shortage which is much projected by the user Industry. The initiative of Statewide high priority for skill development shall also ensure up-gradation of skills. The sectors with largest manpower requirement in the coming years will be Manufacturing, Construction, Hospitality, Banking, Financial Services and Insurance and Information Technology/IT enabled services.

Eventually, the Skill Development has occupied the key focus area of GoAP. The process of developing large pool of skilled manpower has been envisaged in partnership with industry to make the skill development mission more industry relevant and self-sustainable. In the process of achieving these goals, the GoAP has incorporated APSSDC as a special corporate which shall strive for the appropriate and demand driven Skill Development.

APSSDC in its several meetings has discussed and decided to achieve the goal of skill development with participative approach of the stakeholders' viz. the Government, Industry, academic institutions, youth and all other stakeholders. This participative approach will go a long way in accomplishing the task in economical, appropriate proportions with relevance in the shortest period. The APSSDC would provide the extra infrastructural requirements in selected academic institutions. In this process, the APSSDC has selected some of the leading Engineering Colleges/Govt. Polytechnics/Industry associated training institutions for providing the infrastructural facilities additionally required for running the Skill Development programs.

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The APSSDC and Aditya College of Engineering & Technology which is selected for **CM's Skill Excellence Center (SEC): ICT Lab** have mutually discussed and agreed to enter into this agreement as detailed hereinafter.

NOW, THEREFORE, in consideration of the mutual promises contained herein and other good and valuable consideration, the receipt of which is hereby acknowledged, the parties agree as follows:

2.1 DEFINITIONS:

In this Agreement, the following expressions shall have the meaning stated herein:

"Agreement" shall mean this agreement executed between APSSDC and Aditya College of Engineering & Technology and shall include any written modifications thereof and the schedules attached hereto.

"Applicable Law" shall mean all the laws national and international, enacted or brought into force as the case may be and enforced by the Gov or GoAP as the case may be, and the regulations and notifications made there under and judgments, decrees, injunctions, writs and orders of any court of record, as may be in force and effect.

"CM's Skill Excellence Center: ICT Lab" shall mean multi-skill focused Skill Excellence Centre at reputed Engineering Colleges in CSE, IT, ECE, EEE, Mechanical and Civil streams. These **CM's Skill Excellence Centers: ICT Labs** will be selected, established and implemented by APSSDC in active collaboration and assistance from the host College, as per the terms of this Agreement.

"Effective Date" shall mean the date of signing of this Agreement.

"GoAP" means the Government of Andhra Pradesh and its concerned department, SD&EI.

"Equipments" means/includes Laptops, Projector, Wi-Fi routers, Audio system

"CM's Skill Excellence Center: ICT Labs" shall mean college-level skill development centres connected with APSSDC over internet, where local students can access and learn out of the interactive digital courseware, online programs, hands-on training, offline Workshops and global certification programs.

3. SCOPE OF SERVICES / PROJECT

- a. To make qualitative improvements in imparting Technical Skills by setting up or providing:
 - Infrastructure in college laboratories by adopting latest technologies in engineering streams of CSE, IT, ECE, EEE, Mechanical and Civil to serve the needs the industry;
 - Skill up-gradation of faculty by imparting training;
 - Update course curriculum to suit modern industrial practices;
 - Promote Research & Development and Innovation for existing Industries.
 - **CM's Skill Excellence Center: ICT Labs** to focus on training students in line with the latest Industry needs and make them more employable
- b. **Promote Industry** – Academia interfacing to make improvements in Technical Skills sustainable and in line with Industry requirements.


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- c. **Train students to improve employability** - Improved placements of students in colleges and enable the students to compete in national employment market with better remuneration and professional growth.
- d. Enhance the reputation of Technical Institutions with improved academic ambience and State of Art facilities
- e. Create a pool of skilled manpower to cater to the current and future industrial and service sector needs.
- f. Guidelines and procedures prescribed / as may be prescribed from time to time by APSSDC for implementation.

4. SCOPE OF THE FIRST PARTY

The APSSDC shall

- Select reputed academic/Industrial Training Institutions through a stipulated procedure.
- Provide a platform for registration of trainees online and mapping of institutions and students
- Provide equipment with latest technology to fill up the gap required to suit the skill development training requirements – laptops (as per the configuration given in Annexure I).
- Train the faculty in the required skill.
- Identify and provide course curriculum to suit latest and future technologies.
- Promote Research & Development and Innovation for existing Industries.
- To get the evaluation of the Skill Development programs done by third party for assessing the impact with respect to quality and quantitative placements.

Exercise its right to cancel the permission now granted to the institutions in the event of not fulfilling their obligations.

5. SCOPE OF THE SECOND PARTY

The Academic institution shall provide and follow the guidelines presented:

SDC:

College should setup one Skill Development Center lab and equip it on the lines of CM's SEC for APSSDC training exclusively.

CM's SEC:

Capacity to provide E-Classroom space to accommodate 37 systems lab with LCD Projector, Audio System & to ensure internet connectivity of 150Mbps bandwidth.

Infrastructure:

The necessary infrastructure as per the project specifications including electrical fittings, electricity and Power backup, water, furniture and fixtures and Air-conditioning.

Adequate security:

The College should be responsible and held accountable for safety of the lab equipment.

Faculty & Students:

- To mobilize faculty and students of the college/institution for trainings and Certification.
- College should make a commitment on the count of faculty and students for APSSDC Training programs as mentioned - **50% of annual intake / students on rolls** – for participation in APSSDC programs like Workshops, online programs, Certification programs, any other programs announced by APSSDC from time to time out of which 50% students are to get certified from the Globally recognized MOOCs

Residential Facilities:

- At least 50% of intake capacity to students of other colleges with residential facilities (100 boys & 50 girls at nominal cost) i.e., food & accommodation.
- Food and accommodation for 5 mentors (boy / girl) deputed by APSSDC to the college to coordinate and execute the APSSDC programs without any charges.

Clubs:

- Department wise clubs are to be initiated and competitions are to be organized as and when informed at the earliest in coordination with APSSDC Stream coordinators.
- Colleges are requested to arrange a cabin/room exclusively for APSSDC Mentors & Club members.

Warranty & Equipment:

- Post-warranty of equipment, college has to bear the maintenance cost.

Compliances:

- **KPIs** – Key Performance Indicators (KPIs) will be developed in mutual consultation with colleges and APSSDC.
- **Monitoring:** The activities of CM's Skill Excellence Centers: ICT Labs shall be regularly monitored through an IT monitoring system at APSSDC on a real time basis and also through the monitoring committee of APSSDC.
- **Management Information System:** To submit all reports and documents relating to progress of the students on rolls, Accounts, Audit and Annual Work Plan, as specified at such frequency as may be required by 'THE FIRST PARTY'.
- Details of Data of Number of students passed out, placed (Trained for Employability), and unplaced on year-on-year basis.
- Institutions will face punitive action amounting to withdrawal of the laptops given under this Project if found to be:
 - ❖ Charging capitation fee or indulging in any other malpractice
 - ❖ Provided false data in their reports
 - ❖ Unable to achieve targets set by APSSDC/themselves in Proposals consistently
 - ❖ Any non-compliance with the terms and conditions of this Agreement

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6. REVENUE GENERATED

➤ APSSDC is heavily subsidizing the training and certification courses as compared to market prices. The Revenue generated from the charges of the programs being implemented by APSSDC will be the sole income of APSSDC as per the Course wise fee structure provided at Annexure 2.

7. BREACH OF AGREEMENT & REMEDIAL PERIOD

In case the Aditya College of Engineering & Technology, commits breach of any condition as laid down in this Agreement, the monitoring committee at APSSDC shall bring the same to the notice of Aditya College of Engineering & Technology. In case the breach is not rectified within 30 days from the date of notice, as per the terms and spirit of this Agreement, APSSDC/ GoAP is authorized to take over the **CM's Skill Excellence Centers: ICT Labs** (all the assets provided by APSSDC under this program) except other liabilities of promoters and their employees.

8. CONFIDENTIAL INFORMATION

Each Party may disclose Confidential Information:

- a) to the extent to which it is required to be disclosed pursuant to Applicable Law;
- b) to the extent to which it is specifically permitted by the other Party in writing;
- c) to the extent that the Confidential Information is publicly available and
- d) to its employees and professional advisors, but only to the extent necessary and subject to such employees and professional advisors accepting an equivalent confidentiality obligation to that set out in this Clause Confidentiality.

9. 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.

10. DISPUTE RESOLUTION

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.

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11. FORCE MAJEURE

If the performance of any part of this Agreement by parties is prevented or delayed by acts of civil or military authority, flood, fire, epidemic, war or riot, or other acts beyond the reasonable control of either party, the party affected shall be excused from such performance only during the continuance of any such event.

Where a Party is claiming suspension of its obligations on account of Force Majeure, it shall promptly, but in no case later than five (5) days after the occurrence of the event of Force Majeure, notify the other Party in writing giving full particulars of the Force Majeure, the estimated duration thereof, the obligations affected and the reasons for its suspension.

The Party asserting the claim of Force Majeure shall have the burden of proving that the circumstances constitute valid grounds of Force Majeure under this clause and that such Party has exercised reasonable diligence and efforts to remedy the cause of any alleged Force Majeure. If the parties are unable in good faith agree that a Force Majeure event has occurred, the Parties shall submit the dispute for resolution pursuant to clause 10 hereof provided that the burden of proof as to whether a Force Majeure event has occurred shall be upon the Party claiming a Force Majeure event.

12. SEVERABILITY

If any provision or provisions of this Agreement shall be held to be illegal, invalid or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired there by and the parties hereto agree to replace the illegal or unenforceable provisions with valid provisions which are as close as possible to the illegal or unenforceable provisions in their respective meaning, purpose, and commercial effect within reasonable time.

13. NOTICE

13.1. Any notice or other document to be given under this Agreement shall be in writing and shall be deemed to have been duly given if left at or sent by: -

- (a) hand; or
- (b) registered posts; or
- (c) facsimile or other electronic media;

to the other party at the following addresses and/or telecommunication number or such other addresses as the party may from time to time designate by written notice to the other(s):

APSSDC

Andhra Pradesh State Skill Development Corporation
2nd Floor, NTR Administrative Block, PN Bus Station,
Vijayawada - 520 013

College/ Institution

Aditya College of Engineering & Technology
Aditya Nagar, ADB Road, Surampalem - Pin:533437
East-Godavari District, Andhra Pradesh, INDIA.

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13.2. All such notices and documents shall be in the English language. All notices or other documents shall be deemed to have been received by the addressee in the case of despatch by post, five (5) working days following the date of dispatch of the notice or document and in the case of dispatch by hand or by facsimile or other electronic media, simultaneously with the delivery or transmission (as the case may be). To prove the giving of a notice or other document it shall be sufficient to show that it was dispatched in accordance with the provisions of Clause 13.1 hereof.

14. GOVERNING LAW AND JURISDICTION

This Agreement shall be governed and construed in accordance with the laws of India and subject to the arbitration clause mentioned above, the courts of Andhra Pradesh shall have the jurisdiction to entertain any dispute or suit arising out of or in relation to this Agreement.

15. PUBLICITY

Neither party shall make any public disclosure, except as may be required by applicable law, relating to discussions and or terms related to this Agreement, without obtaining the prior written consent of the other party. Either party shall not use and shall not let their employees, agents and subcontractors from using the name, trademark or logo of other party in any sale, marketing publication, advertisement, or other publication. Either party shall not make, or let its employees, agents or subcontractors make, any public statement relating to the other party.

16. RELATION OF THE PARTIES

Nothing herein shall be construed to neither constitute a partnership between the parties hereto nor to authorize the Aditya College of Engineering & Technology save and except as provided herein or with the APSSDC's prior consent in writing, for making any representation.

17. MODIFICATION, AMENDMENT, SUPPLEMENT OR WAIVER

No modification, amendment, supplement to or waiver of this Agreement or any of its provisions shall be binding upon the parties hereto unless made in writing and duly signed by the authorized representative of the party against whom enforcement thereof is sought. Any failure or delay of any party to this Agreement to enforce at any time any of the provisions of this Agreement or to exercise any option which is herein provided, or to require at any time performance of any of the provisions hereof, shall in no way be construed to be a waiver of such provisions of this Agreement.

18. ENTIRE AGREEMENT

This Agreement together with all Appendices, Attachments and Addenda attached hereto constitute the entire agreement between the parties and supersedes all previous agreements, promises, representations, understandings and negotiations, whether written or oral, between the parties with respect to the subject matter hereof.

19. ASSIGNMENT

The Second Party shall not be entitled to, nor shall it purport to, assign this Agreement, without prior consent of the First Party.

This Agreement is prepared in two originals and each party shall retain one copy. Each copy shall be treated as original when taken separately and shall constitute as one when taken together.

In token of agreement and acceptance hereof by the two parties the authorized representatives of the two parties hereto have affixed their signatures herein below in the presence of witnesses as under:

SIGNED ON BEHALF OF

ANDHRA PRADESH STATE SKILL DEVELOPMENT CORPORATION

Name: SriK. Sambasiva Rao, IRTS


Signature: 

Designation: Managing Director & Chief Executive Officer

Aditya college of Engineering & Technology.

Aditya Nagar, ADB Road, Surampalem.

Name: Dr. T.K. Rama Krishna Rao

Signature: 

Designation: PRINCIPAL

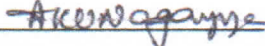
Witness

Name: A. RAMA KRISHNA

Signature: 

Designation: Assoc. Professor &
Vice Principal.

Name : A.K.V. NAGAYYA

Signature: 

Designation: Asst. Prof
SPOC, APSSDC.

ANNEXURE – I

Laptop Make and Model: Acer TMP 249-G2-M	
Technical Specification Inspection	
Processor	Intel Core i5-7200U Processor @ 2.5 GHz(Turbo Boost Upto 3.1 Ghz), 3MB Cache, 2-cores
Memory	16 GB DDR4 Memory, 2133 MHz
Internal Storage	500 GB SATA
Wireless Connectivity	Integrated wireless & Integrated Blue tooth.
Display Size	14"
Display Resolution	1366 x768
Webcam	Built-in Webcam.
Battery	5 Hrs Backup
VGA Port	Yes
HDMI Port	Yes
USB 2.0 port	1
USB 3.0 port	2
Operating System	BOSS Linux
Keyboard	External;
Mouse	External;


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Annexure – II

Details of course wise fee: **Workshops**

Stream	Workshop Name	Duration	Fee
CSE & ECE	Data Structures & Algorithms	3days(Phase 1) + 3 Days (Phase 2)	Rs. 250 /-
	Google Android Fundamentals	3days(Phase 1) + 3 Days (Phase 2)	Rs. 500 /-
	Progressive web apps	3days(Phase 1) + 3 Days (Phase 2)	Rs.500 /-
	Amazon Web Services(AWS)	3 days	Rs.250 /-
	Internet of Things Fundamentals	3days(Phase 1) + 3 Days (Phase 2)	Rs.500 /-
	Python	3days(Phase 1) + 3 Days (Phase 2)	Rs.500 /-
	C Programming	3days(Phase 1) + 3 Days (Phase 2)	Rs.500 /-
ECE , EEE & EIE	IoT(Embedded Systems)	3days(Phase 1) + 3 Days (Phase 2)	Rs.500 /-
	Scilab	3days(Phase 1)	Rs.150 /-
	PLC	3days(Phase 1) + 3 Days (Phase 2)	Rs. 500 /-
Mechanical	Autocad	6 days	Rs.500 /-
	Catia Part Design	6 days	Rs.500 /-
	Catia Surface Design	6 days	Rs.500 /-
	Fusion 360	3 days	Rs.250 /-
Civil	Autocad	6 days	Rs.500 /-
	Revit Structure	6 days	Rs.500 /-
	Revit Architecture	6 days	Rs.500 /-
	3DS Max	3 days	Rs.250 /-


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Certification Courses (Aditya College of Engineering & Technology)						
Course Details					Pricing	
SN	Engg Stream	Course	Certification	Duration (Months / Weeks)	Market Price Per certification	APSSDC Pricing
1	CS/IT/ECE/MCA	Udacity Nanodegrees	i) Machine Learning	3 Months	Rs.60,180/-	6,000 Per Month with Support(Free if completed in 1 month,50% of the fee reimbursed each month upon completion within 3 months, and 25% thereafter)
2			ii) Android Developer	3 Months	63,130	
3			iii) Front End	3 Months	54,280	
4			iv) Introduction to Programming	2 Months	38,350	
5			v) Full Stack	3 Months	54,280	
7		Google	i) Associate Android Developer	3 Weeks	6,500	3,250
8			ii) Mobile Web Specialist	3 Weeks		
9		Coursera with University of Michigan	Python for Everybody (Specialization)	2 Weeks	19,200	1,300 for 6 months with Training
10			Applied Data Science with Python (Specialization)	3 Months		
11		Coursera with University of California, Irvine	Internet of Things (IOT) - (Specialization)	2 Weeks		
12		Coursera with UC San diego	Data Structures and Algorithms by UC San diego (Specialization)	3 Months		
13		Coursera with Google	Architecting with Google Cloud Platform (Specialization)	-		
14			Data engineering on Google cloud platform (Specialization)	-		
15			Developing applications with Google cloud platform (Specialization)	-		
16		Amazon	i) Analytics & Big Data	6 months	21,000	0
17			ii) Cloud Architects		35,000	
18			iii) Operations / Support Engineer		21,000	
19			iv) Software Development Engineer		21,000	
20	Civil/Mechanical	Autodesk Certiport, Inc.	i) AutoCAD Professional	1 Week Workshop & 2 hour practice for 14 days	2,415	1,000 With Training
21			ii)Revit Architecture Professional			
22			iii)Revit Structure Professional			
23			iv)Fusion 360 Professional			
24	Mechanical	DS India Private Limited	i) CATIA Part Design		3,000	
25			ii)CATIA Surface Design		3,000	