



ADITYA COLLEGE OF ENGINEERING

Approved by AICTE, Permanently Affiliated to JNTUK & Accredited by NAAC

Recognized by UGC under Sections 2(f) and 12(B) of UGC Act, 1956

Aditya Nagar, ADB Road, Surampalem - 533 437, E.G.Dist., Ph: 99631 76662.

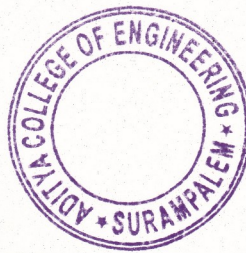
Dt: 17-03-2022

3.5.2 Number of functional MoUs with institutions, other universities, industries, corporate houses etc during the year

A Memorandum of Understanding (MOU) is to establish a framework for collaboration between the College and the Company to address the challenges faced by the company and the College and their mutual commitment to help out each other. Towards exchange of knowledge and Technology between Industry and Academia, the Institute has signed MOU's with reputed firms.

Year	2020-21
Number	21

Twenty one functional MoUs with institutions, other universities, industries, corporate houses etc are available during the year



PRINCIPAL

PRINCIPAL

Aditya College of Engineering
SURAMPALAM - 533 437



ADITYA COLLEGE OF ENGINEERING

Approved by AICTE, Permanently Affiliated to JNTUK & Accredited by NAAC
Recognized by UGC under Sections 2(f) and 12(B) of UGC Act, 1956

Aditya Nagar, ADB Road, Surampalem - 533 437, E.G.Dist., Ph: 99631 76662.

AY: 2020-21

Date: 19-01-2021

3.5.2 List of Number of functional MoU's with institutions, other universities, industries, corporate houses etc. during the year.

1	Andhra Pradesh Innovation Society	Aditya College of Engineering	02-12-2019	2 years	Promoting startup	56
2	NOVAL PATENT SERVICE	Aditya College of Engineering	03-10-2019	5 Year	Promoting IPR cell, To develop research skills	75
3	TESSOLVE	Aditya College of Engineering	24-06-2019	2 years	Technical training program	100
4	CL media	Aditya College of Engineering	10-06-2019	3 years	Conducting classes on research methodology, faculty research projects.	900
5	ELA	Aditya College of Engineering	01-08-2019	3 years	Technology-based software	500
6	Center of Excellence in maritime and shipbuilding	Aditya College of Engineering	28-02-2020	3 years	Industrial visits, mini projects, and training for students	100
7	TIME	Aditya academy	26-12-2018	3 years	Training for technical skills regarding competitive exams	200
8	PEARSON VUE	Aditya College of Engineering	21-01-2019	5 years	Authorized Exam center	50
9	LEADERSHIP FOUNDATION	Aditya College of Engineering	10-08-2018	3 years	Smart village revolution, creating jobs for students	60
10	Ui Path	Aditya College of Engineering	23-07-2019	2 years	Academic Alliances Program	60
11	SIGER	Aditya educational society	N.A	2 years	Skill development program	500
12	APSSDC-Skill Development Centre (SDC)	Aditya College of Engineering	07-02-2019	Life time	Skill developing training program	500

13	EdGate Technologies Pvt.Ltd(Texas Instruments India University Program)	Aditya College of Engineering	05-01-2018	Life Time	Develop the Skills Among Students for Analog Design,Internet of Things	54
14	DELL EMC Academic Alliance Partner	Aditya College of Engineering	26-09-2017	Life Time	Faculty Readiness, self paced, e-learning training	19
15	NPTEL	Aditya College of Engineering	12-06-2016	Life Time	Web and Video Online Courses	2000
16	Siemens Center of Excellence- Technical Skill Development Institute (TSDI)	Aditya College of Engineering	18-12-2016	Life Time	Develop the skills among the students	436
17	International Technological University (ITU)	Aditya College of Engineering	28-03-2016	5 Years	Cooperation in the fields of Student, Faculty and Staff Scholarship Exchange	2228
18	Massive Open Online Courses (MOOCs) JNTUK	Aditya College of Engineering	18-08-2015	Life Time	Online Classes by Industry Experts	300
19	Institute for Electronic Governance (IEG)	Aditya College of Engineering	22-06-2015	Life Time	Providing free e-books, e-learning courses from Microsoft, Promote students for recruitment in Microsoft partner ecosystem	2000
20	APSSDC-Skill Development Centre (SDC)	Aditya College of Engineering	28-01-2015	Life Time	Providing industry grade skills to students	500
21	Global Business Incubator (GBI)	Aditya College of Engineering	02-06-2014	Life Time	Development of a joint platform towards innovation and entrepreneurship	550

**MEMORANDUM OF
UNDERSTANDING FOR
Establishing College Innovation
Cells
BETWEEN
ANDHRA PRADESH INNOVATION SOCIETY**

**AND
ADITYA COLLEGE OF ENGINEERING,
SURAMPALEM**



MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (MoU) is entered on this 2nd day of December, 2019 at Aditya College of Engineering, Aditya Nagar, ADB Road, Surampalem, East Godavari District, Andhra Pradesh, Pin: 533 437, India.

Between

Andhra Pradesh Innovation Society, Government of Andhra Pradesh, having its office at Infosight, 2nd Floor, Survey Number 78/2, Tadepalli, Guntur, Andhra Pradesh, India 522501, and represented by its Chief Executive Officer, hereinafter referred to as "**APIS**",

And

ADITYA COLLEGE OF ENGINEERING sponsored by Sarojini Educational Society, Kakinada an Educational Institution registered under the Societies Act XXI of 1860, Society No. 1179 of 92 and having its office at D.No. 2-24-2, Sri Nagar, Kakinada, East Godavari District, A.P. and represented by its Principal, Dr. A. Ramesh, hereinafter referred to as "**ACOE**".

APIS and the Institute are hereinafter collectively called the "Parties".

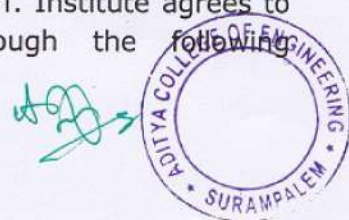
Aditya College of Engineering is established in 2008-09 academic year, Approved by AICTE, New Delhi, Permanently Affiliated to Jawaharlal Nehru Technological University, Kakinada and Recognized by UGC under section 2(f) of UGC Act 1956. The college is conducting B.Tech, M.Tech and MBA Courses.

The Institute wishes to collaborate with APIS to promote and foster innovation and entrepreneurship spirit among the students both in its own campus as well as from surrounding areas where institute is located through their Innovation Cells (ICs).

Whereas, APIS is focusing on developing the Startup ecosystem in Andhra Pradesh through setting up of a network of Innovation Cells spread across the leading Higher Education Institutions throughout the state of Andhra Pradesh. Institute is very enthusiastic to promote the spirit of innovation and entrepreneurship in its campus. Both Parties welcomed mutual cooperation for facilitating the effective functioning of the Innovation Cell in the Institute;

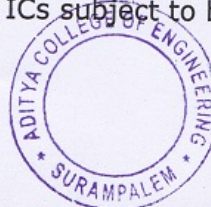
Now, therefore, APIS and the Institute wish to formalize the understanding as follows:

1. The Institute shall commit certain resources (as and when required) for the establishment and/or operationalization of the ICs in its own campus, which is expected to drive the innovation and startup ecosystem and produce entrepreneurs and innovators among students and staff. Institute agrees to achieve above mentioned broad objectives through the following:



infrastructure:

- a. Provide 2000 to 3000 square feet of exclusive space with plug and play infrastructure (ready to be used as co working space including appropriate furniture, layout, electricity and telecom connectivity, etc) to comfortably accommodate 50 plus innovators working on their start up idea. Such spaces should carry joint branding of APIS & Institute.
 - b. Such spaces maybe utilised for developing the start-up ideas not only by students and staff of the Institute but also by students, innovators, and start-ups/researchers of the surrounding areas
 - c. A mutually agreed portion of the infrastructure up to 50% (negotiable) may be allocated to start ups as screened by APIS through a committee comprising of members from APIS and one member from the Institute.
 - d. APIS shall have free access to these ICs to conduct/sponsor training programs, workshops, etc
2. APIS shall provide for the following
- i. Knowledge and technical resources including and not limited to IP (Intellectual Property Rights) protection services, Filing services, etc to the startups being incubated in such ICs. Use case repository would also be shared.
 - ii. Access to incubation and acceleration facilities of APIS as deemed fit on a case to case basis depending on the stage of the start up
 - iii. Make available mentorship facilities and exposure to avenues of funding for qualified startups through Venture Capitalists (VCs)/Angel Investors in pitching programs or investor meets through appropriate sponsorship of the qualified startups.
 - iv. Conduct thematic training programs, bootcamps, hackathons, etc on periodic basis
 - v. Make available all provisions as declared by Government of Andhra Pradesh (GoAP) as well as other government agencies as mandated
 - vi. Any other support that may be provided subject to mandates and policies.
3. Both Parties shall jointly ensure appropriate Funding Support to deserving startups at various stages and different quantum. A Committee may be constituted with membership from APIS, Institute and/or Industry representatives which could recommend the necessary fund disbursal to the qualified start up after going through necessary screening processes.
- a) Apex Committee at APIS for growth of start-ups is being decided for qualified start-ups and the services of the same shall be extended to ICs
 - b) IC in charges are free to invest in any of the start-ups in their campuses.
 - c) Treatment of students from campus and members of community who are pursuing their start-ups in the campus shall be on equal terms in terms of limitations.
 - d) APIS may extend support for infrastructure at ICs subject to budgets and availability of funds.

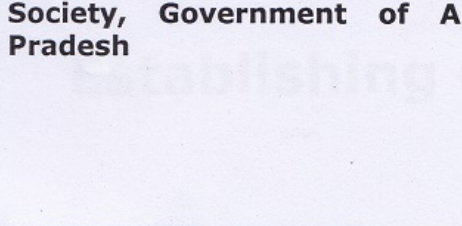
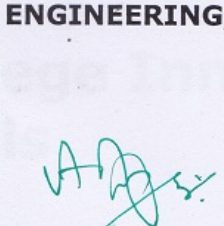
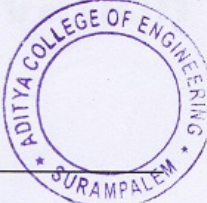


4. All the ICs along with the incubators and accelerators of APIS shall form a network within which any registered and recognized start-up by APIS can feel free to operate from any location depending on the nature of activity subject to approvals and availability of infrastructure.
5. Branding of ICs - A standard branding of all ICs in the Network shall be done. The standard design would have Co-branding of the IC between APIS and the host Institute. The design shall be developed by APIS and shared with Institutes along with standard instructions to print and display. The cost incurred by the Institute for such branding would be reimbursed by APIS. The upper limit of such reimbursement would be communicated by APIS from time to time.
6. This Memorandum of Understanding will be valid for a period of 12 months from the date of signing.
7. The Parties agree that this Memorandum of Understanding is entered into by them with the spirit of mutual co-operation and understanding and does not vest any legally enforceable rights on either party.
8. Either party can seek exit from the MoU by giving the other party 2 months of notice period.
9. The Parties must maintain confidentiality concerning the existence and terms of this Memorandum of Understanding and no public announcement or communication relating to the negotiations of the Parties or the existence, subject matter or terms of this Memorandum of Understanding may be made or authorized by or on behalf of a Party without the prior written approval of the other Party except that a Party may make such disclosures in relation to this Memorandum of Understanding as it may in its absolute discretion think necessary to comply with any applicable Law or the requirements of any regulatory body.
10. This Memorandum of Understanding may be signed in any number of counterparts and all those counterparts together make one instrument.
11. This Memorandum of Understanding may be amended by mutual understanding in writing and duly executed by the Parties. A fresh MoU shall be entered into by both parties after including the said amendments.
12. This Memorandum of Understanding is governed by and is to be construed to be within the Jurisdiction of the Honorable High Court of Andhra Pradesh.



A handwritten signature in green ink, consisting of stylized, overlapping loops and a long horizontal stroke extending to the right.

In witness whereof, the Parties have set their respective hands and seals to these present through their duly authorized representatives on the date herein below written.

For Andhra Pradesh Innovation Society, Government of Andhra Pradesh	For ADITYA COLLEGE OF ENGINEERING, SURAMPALEM
	 
Name: Mr. R. Pavana Murthy, ITS	Name: Dr. A. Ramesh
Title: Chief Executive Officer, Andhra Pradesh Innovation Society, Andhra Pradesh	Title: Principal, Aditya College of Engineering, Surampalem

PRINCIPAL
Aditya College of Engineering
SURAMPALEM-533 437

ADITYA COLLEGE OF ENGINEERING

Approved by AICTE & Affiliated to JNTUK, Kakinada

Ph: (0884) 2326224, 99631 76662, Email: office@acoe.edu.in, Website: www.acoe.edu.in

Lr. No: ACE-129/MoUs/2019-20/742

Date: 02.12.2019

To
The Chief Executive Officer,
Andhra Pradesh Innovation Society,
INFO SIGHT 2nd Floor,
Survey No.78/2, Tadepalli,
Pathuru Junction
Guntur District, A.P.

Sir,

Sub: ACE - Surampalem - MoU between Andhra Pradesh Innovation Society and
Aditya College of Engineering, Surampalem - Forwarded - Reg.

** ** *

Please find enclosed the hard copy of the MoU between Andhra Pradesh
Innovation Society and Aditya College of Engineering, Surampalem, for your kind
approval. Scanned copy mailed to your Email ID: ceo_innov@ap.gov.in, srconsul-sin-
apis@ap.gov.in

Thanking you sir,

Yours sincerely,

Encl: MoU




PRINCIPAL





Memorandum of Understanding

between

Aditya Group of Engineering Colleges

and

Addis Ababa Science and Technology University

June 2019



Memorandum of Understanding between Aditya Group of Engineering Colleges and Addis Ababa Science and Technology University

Singularly referred to as "party" and collectively as "parties"

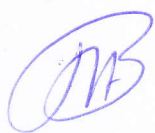
This Memorandum of Understanding (MoU) is made and entered into by and between the Aditya Group of Engineering Colleges, herein after referred to as "AGEC", and Addis Ababa Science and Technology University herein after referred to as "AASTU", concerning cooperation in research, education and community outreach programs/services.

WHEREAS AGECE is a Self finance Group of Engineering Colleges established by Aditya Academy, a Non-Governmental Organization and has a mission of conducting research, coordinating research, human resource and research infrastructure capacity building and monitoring, and regulation of engineering related researches. All the Engineering Colleges under AGECE are approved by AICTE and Affiliated to JNTUK, Kakinada, India.

WHEREAS AASTU is a Public Higher Educational Institution established by proclamation, and has a mission of offering high quality education and training, conducting demand driven and problem solving research, and rendering consultancy and community services in order to contribute to the development endeavors of the Federal Democratic Republic of Ethiopia.

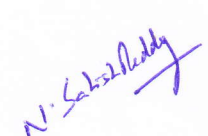
WHEREAS the parties have mutual interests in research, education and community outreach programs/services ("areas of cooperation") and wish to increase the level of collaborative research and strengthen the cooperation between the two institutions especially within these areas of cooperation.

THEREFORE, the parties, having common goals and expressing their mutual desire to cooperate in the areas of cooperation, have agreed to formalize their relationship in accordance with the following articles.



Tarekegn Berhanu Esho (Ph.D)
Vice President for Academic
Affairs




VICE CHAIRMAN ★
Aditya Educational Institutions
Bengaluru



ARTICLE 1: Exchange of Information

- 1.1. The parties will exchange information on the extent, scope and magnitude of their research and training programs in the areas of mutual interest.
- 1.2. The parties shall exchange information and knowledge in the areas of mutual interest in the form of newsletters, publications and other media.
- 1.3. Each party will invite the other to participate in scientific meetings, conferences, workshops and seminars of mutual interest that it holds and which are related to their common activities.
- 1.4. The parties will cooperate in organizing scientific conferences, workshops and specialized seminars in areas of mutual interest.

ARTICLE 2: Research

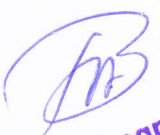
- 2.1. AGECE and AASTU will promote cooperation in research through consultations and joint /trainings/studies/academic activities/ in areas of mutual interest, including but not limited to
 - a) scientific collaboration in areas of mutual interest;
 - b) securing external research funds (establish joint research teams and prepare proposals for national and international funding);
 - c) joint research or/and development project activities;
 - d) participating in joint training /and research programs and community service activities
 - e) Production of joint technologies, publications/authorship/, other research outputs, and IPs

ARTICLE 3: Exchange of staff

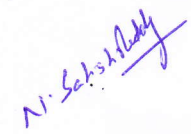
- 3.1. AGECE and AASTU will promote cooperation in research and teaching through:
 - a) assisting and advising graduate & postdoctoral research students in common, as mutually agreed by the executing units of each party.
 - b) Joint / adjunct appointment of AGECE staff in AASTU to teach, assist and advise students as per the AASTU legislation as mutually agreed by the executing units and staff of each party.

ARTICLE 4: Common use of laboratory facilities

- 4.1. The laboratory facilities in the two institutions will be accessible to both parties based on approved plan of joint research project and training activities. However, units rendering service on payment basis may require fees.


Tarekegn Berhanu Esho (Ph.D)
Vice President for Academic Affairs




VICE CHAIRMAN
Aditya Educational Institutions



4.2. The laboratory consumables (chemicals and reagents) and labor costs will be covered by the working party as required.

4.3. There will be no bench fee required for laboratory based activities in mutually executed projects. This however will not include Units rendering service on payment basis

ARTICLE 5: Publication and intellectual property

5.1. Any patent right as a result of research works under this MoU shall be owned by AGECE and AASTU.

5.2. The involved researchers will share the benefits from the patent as per applicable national and institutional the rules and regulations.

5.3. Any form of communication or publication of any results will be made only after review and approval by the contributing parties and personnel and with appropriate recognition of all relevant contributions.

ARTICLE 6: Participation in similar activities

6.1. This MoU in no way restricts the parties from participating in similar activities with other public or private agencies, organizations, and individuals.

ARTICLE 7: Settlement of disputes

7.1. The parties enter into this agreement in a spirit of mutual trust and intend that all unforeseen matters on issues that arise, as the relationship evolves, will be resolved in a spirit of mutual understanding.

7.2. In the event of any difficulty of interpretation or application of this agreement, the parties shall make every endeavor to reach an amicable solution to their differences.

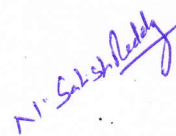
7.3. If the two parties are unable to reach agreements on any issue arising under or in respect of this MoU within 14 days, the parties shall refer the matter to their respective authorized signatories for an attempted resolution by good faith dialogue and negotiation.

7.4. The collaborating parties shall make a good faith effort to resolve any dispute or controversy through dialogue and negotiation and to accommodate the policies and intention of each other's respective institutes.

7.5. If good faith and effort to resolve disputes fail, legal option may be sought as a final resort of serious issues.


Tareegn Berhanu Esho (Ph.D)
Vice President for Academic Affairs




VICE CHAIRMAN
Aditya Educational Institutions



ARTICLE 8: Amendments

8.1. The terms of this framework agreement may be amended in part or in whole by common agreement in writing with the prior approval of the appropriate decision-making bodies of the parties.

ARTICLE 9: Validity of the Agreement

9.1. Duration of the Agreement will be five (5) years from the effective date, renewable by Agreement of the parties for the same or a different period.

9.2. The parties may cancel this framework Agreement at any time by written Agreement to the other party at least two (2) months in advance of the cancelation date, without giving rise to any claims or damages between the parties.

ARTICLE 10: Effective Date

10.1. This agreement shall be effective up on signature by all parties and remain in force until the completion of the MoU from the date of the signature.

Signed on behalf of AGECE

Name

Director

Sign

N. Sathish Reddy

**VICE CHAIRMAN
Aditya Educational Institutions**

Date

13/08/19



Signed on behalf of AASTU

Name

President

Sign

Tarekegn Berhanu Esho

**Tarekegn Berhanu Esho (Ph.D)
Vice President for Academic
Affairs**

Date

15/07/19





MEMORANDUM OF UNDERSTANDING (MoU)

Between

Aditya College of Engineering

Having its Campus at Aditya Nagar,

Surampalem, Peddapuram-533437, East-Godavari District, Andhra Pradesh, India

(First Party, hereinafter referred to as ACOE)

Represented by its Principal

AND

Novel Patent Services Private Limited (NPS)

Having its operational office at

HIG 421, Mansita, Above Punjab National Bank, Midhilapuri VUDA Colony, P.M.Palem,
Visakhapatnam-530041, Andhra Pradesh, India

(Second Party, hereinafter referred to as NPS)

Represented by its Managing Director^{td}



MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (MoU) is made and entered into on this 03rd day of December, 2019

Between

Aditya College of Engineering (ACOE) is an established engineering college affiliated to Jawaharlal Nehru Technological University, Kakinada and also approved by All India Council for Technology Education (AICTE). It provides engineering education in various streams hereinafter referred to as "ACOE" which expression shall, where the context so admits, include its successors and permitted assigns, of the First Party.

And

Novel Patent Services Pvt. Ltd. (NPS) having its office at HIG 421, Mansita, Above Punjab National Bank, Midhilapuri VUDA Colony, P.M.Palem, Visakhapatnam - 530041, Andhra Pradesh, India is a top notch and the only fully established Intellectual Property Rights Academy offering a complete range of Intellectual Property Right education and outsourced services including high-end research and analytics services, hereinafter referred to as "NPS" which expression shall where the context so admits include its successors and permitted assigns, of the second party.

ACOE and NPS are hereinafter individually referred to as "Party" and collectively referred to as "Parties".

1. Preamble

1.1 Whereas, ACOE, primary responsibility is to facilitate engineering education that embraces research and development of several projects during the course. Whereas, NPS primarily focuses on educating peers on Intellectual Property Rights, developing IP strategy and providing a collaborative platform in between academia, industry and investors.

1.2 The Parties hereby express their willingness to establish and support an Intellectual Property Cell (IPR Cell) within the premises of ACOE.



2. Scope of MoU

The two Parties have decided to enter into the Memorandum of Understanding to jointly work on the following activities:

2.1 ACOE

2.1.1 Shall establish and promote IPR Cell and its activities in the premises of the College of Engineering.

2.1.2 Shall provide an infra-structure i.e., a physical space with projector, all the required facilities for conducting training and mentoring sessions regularly in IPR cell.

2.1.3 Shall engage solely with NPS in any of the IP related requirements.

2.1.4 Shall connect any project, thesis or research works of ACOE to the IPR Cell, whereby all the workable projects can be adequately vetted by the Cell and be provided with the patentability opinions.

2.2 NPS

2.2.1 Shall be the IP partner for the ACOE.

2.2.2 Shall provide the adequate support like training, conducting workshops, preparing technical patent landscapes, providing patentability opinions to the ideas streaming in the IPR Cell on a regular need basis.

2.2.3 Shall be the teaching faculty for all the engineering students and the faculty at ACOE and promote IPR education within the campus of ACOE.

2.2.4 On a regular basis NPS conducts training, guiding & motivation on IPR by conducting physical classes once a quarter.

2.2.5 NPS shall provide any needed advice or guidance or clarification on IP related matters over any communication means in ordinary scenario.

3. Duration of MoU

The total time-frame of the engagement would be for a period of 5 years from the date of signing this MoU. The term of this MoU may be extended as may be mutually decided by the Parties.



4. Financials

4.1 NPS shall be paid by ACOE on a project-to-project or task basis (e.g. Search, drafting & filing, IP Policy, etc.) on completion of the project or task.

4.2 In addition, travel allowance for any visits shall be paid to NPS as and when required during the execution of the duties according to the MOU by ACOE.

5. Intellectual Property Rights

The legal rights over scientific and technical outputs based on the data and report generated in any study mutually undertaken would vest with both the parties. The Patent and other intellectual rights pertaining to any part of the project shall vest with first Party.

6. Confidentiality

The terms of confidentiality would be in accordance with the NDA that is separately signed and executed between both the parties.



7. AMENDMENTS TO MoU

No amendment of any provision of this MoU or any Addendum shall be effective unless it is in writing and signed by authorized representatives of both Parties hereto.

8. TERMINATION OF MoU

This MoU may be terminated by either of the Parties forthwith if any other Party commits breach of any of the terms hereof and shall have failed to rectify such breach within sixty (60) days of the notice in this behalf having been served on it by the other Party.

IN WITNESS WHEREOF the Parties hereto have signed this MoU on the 03rd December 2019 mentioned hereinbefore.

Novel Patent Services Private Limited For Novel Patent Services Pvt. Ltd. By:  Managing Director Name: Hima Bindu A Designation: Managing Director	Aditya College of Engineering  By: PRINCIPAL Aditya College of Engineering SUNAMPALM-533 497 Name: Dr A Ramesh Designation: Principal
---	---

Fwd: Reg: Invention references.

message

Annapurna Gandrety <annapurnagandrety@gmail.com>
To: dshakeena@gmail.com

Thu, Mar 19, 2020 at 3:51 PM

----- Forwarded message -----

From: **Dr.Ramachandra Murthy** <murthy.kvs@acoe.edu.in>

Date: Tue, 3 Dec 2019, 8:42 am

Subject: Fwd: Reg: Invention references.

To: annapurnagandrety@gmail.com <annapurnagandrety@gmail.com>, B ANNAPURNA <annapurna_cse@acoe.edu.in>

Get Outlook for Android

From: S V A N Raju <raju.a@novelpatent.com>

Sent: Monday, December 2, 2019 6:07:58 PM

To: Dr.Ramachandra Murthy <murthy.kvs@acoe.edu.in> — ?

Subject: Reg: Invention references.

Dear Sir,

Good evening,

As desired, we have attached references related to your invention.
Kindly find the enclosure and do the needful.

Please do get back for further process.

Thanks & Regards,

S.V.A.N Raju

Manager - Business Dev.

Novel Patent Services Private Limited (NPS).

HIG-421, MANSITA, Above Punjab National Bank,

Midhilapuri VUDA Colony, Pothinamallayyapalem,

Visakhapatnam - 530 041, Andhra Pradesh, India. |

Tel: (0891) 2538757 / 741 600 7878 | Mob: 0986 665 1444

*****Disclaimer*****

The information contained in this electronic message is NPS Confidential and Proprietary information and is intended only for the use of the recipient(s) named above. If the reader of this message is not the intended recipient, he/she is hereby notified that any use, dissemination, distribution, or copying of this communication or any of its content is strictly prohibited. Please notify the sender at Novel Patent Servicesmailadmin@novelpatent.com immediately and destroy all copies of this message and any attachments.

 **An Efficient Security Implementation with Power Cane for Visually Challenged-Report.docx**
15K

Re: Fwd: COPY RIGHT

1 message

Dr.Ranjit P.S. <psranjit1234@gmail.com>
To: raju.a@novelpatent.com

31 January 2020 at 14:07

Thank You sir.

Regards,
Ranjit

Dr. P.S. Ranjit

Ph.D., M.E(Mech), B.E(Auto), D.A.E., M.I.E.,
M.I.A.E.N.G., L.M.C.I.I.S., M.S.A.E., L.M.I.S.T.E., C.Er.,
Professor- Dept. of Mechanical Engg.,
Aditya College of Engineering
Aditya Nagar, ADB Road, Surampalem - 533 437,
E.G. Dist., Andhra Pradesh.
Mobile +91 999 7 999 448

On Fri, 31 Jan 2020 at 13:14, S V A N Raju <raju.a@novelpatent.com> wrote:
Dear Sir,

Greetings for the day!!!

As desired, we have attached copyright document for your kind perusal.
Please find the enclosure and do the needful.

Kindly let us know for further concerns.

Thanks & Regards,

S.V.A.N Raju

Manager - Business Dev.
Novel Patent Services Private Limited (NPS):
HIG-421, MANSITA, Above Punjab National Bank,
Midhilapuri VUDA Colony, Pothinamallayypalem,
Visakhapatnam - 530 041, Andhra Pradesh, India.]
Tel. (0891) 2538757 / 741 600 7878 | Mob: 0986 665 1444

*****Disclaimer*****

The information contained in this electronic message is NPS Confidential and Proprietary information and is intended only for the use of the recipient(s) named above. If the reader of this message is not the intended recipient, he/she is hereby notified that any use, dissemination, distribution, or copying of this communication or any of its content is strictly prohibited. Please notify the sender at Novel Patent Servicesmailadmin@novelpatent.com immediately and destroy all copies of this message and any attachments.

On 26 January 2020 at 21:11:55 +05:30, Dr.Ranjit P.S. <psranjit1234@gmail.com> wrote:

Thank You Sir

Requested to provide me the submitted final document .

Regards,
Ranjit

Dr. P.S. Ranjit

Ph.D., M.E(Mech), B.E(Auto), D.A.E., M.I.E.,
M.I.A.E.N.G., L.M.C.I.I.S., M.S.A.E., L.M.I.S.T.E., C.Er.,
Professor- Dept. of Mechanical Engg.,
Aditya College of Engineering
Aditya Nagar, ADB Road, Surampalem - 533 437,
E.G. Dist., Andhra Pradesh.
Mobile +91 999 7 999 448

On Sat, 25 Jan 2020 at 16:29, S V A N Raju <raju.a@novelpatent.com> wrote:
Dear Sir,

Greetings from Novel Patent Services Pvt Ltd!!!

As discussed, we have attached copyright application filing documents.
Kindly find the enclosures and do the needful.

S.V.A.N Raju

Manager - Business Dev.

Novel Patent Services Private Limited (NPS)

HIG-421, MANSITA, Above Punjab National Bank,

Midhilapuri VUDA Colony, Pothinamallayypalem,

Visakhapatnam - 530 041, Andhra Pradesh, India.]

Tel: (0891) 2538757 / **741 600 7878** | Mob: **0986 665 1444**

*****Disclaimer*****

The information contained in this electronic message is NPS Confidential and Proprietary information and is intended only for the use of the recipient(s) named above. If the reader of this message is not the intended recipient, he/she is hereby notified that any use, dissemination, distribution, or copying of this communication or any of its content is strictly prohibited. Please notify the sender at Novel Patent Servicesmailadmin@novelpatent.com immediately and destroy all copies of this message and any attachments.

On-2 January 2020 at 09:55:30 +05:30, Dr.Ranjit P.S. <psranjit1234@gmail.com> wrote:

Dear Mr. Raju,

Greetings of the Day!

Happy New Year.

Please send the word format to fill the details. Further, already sent the drawings and soft copy of the material to be copy right.

Thanks & Regards,
P.S. Ranjit.

On Sat, 28 Dec 2019 at 15:50, S V A N Raju <raju.a@novelpatent.com> wrote:

Dear Sir,

Greetings from Novel Patent Services Pvt Ltd!!!

As desired, we have attached Application form for Copyright registration.
Kindly find the enclosure and send us the filled application form and also send us 2 copies of original work (Including drawings).

Please do get back for further process.

Thanks & Regards,

S.V.A.N Raju

Manager - Business Dev.

Novel Patent Services Private Limited (NPS)

HIG-421, MANSITA, Above Punjab National Bank,

Midhilapuri VUDA Colony, Pothinamallayypalem,

Visakhapatnam - 530 041, Andhra Pradesh, India.]

Tel: (0891) 2538757 / **741 600 7878** | Mob: **0986 665 1444**

*****Disclaimer*****

The information contained in this electronic message is NPS Confidential and Proprietary information and is intended only for the use of the recipient(s) named above. If the reader of this message is not the intended recipient, he/she is hereby notified that any use, dissemination, distribution, or copying of this communication or any of its content is strictly prohibited. Please notify the sender at Novel Patent Servicesmailadmin@novelpatent.com immediately and destroy all copies of this message and any attachments.

On 27 December 2019 at 18:34:30 +05:30, Murali <murali@novelpatent.com> wrote:

*****Disclaimer*****

The information contained in this electronic message is NPS Confidential and Proprietary information and is intended only for the use of the recipient(s) named above. If the reader of this message is not the intended recipient, he/she is hereby notified that any use, dissemination, distribution, or copying of this communication or any of its content is strictly prohibited. Please notify the sender at Novel Patent or Mailadmin@novelpatent.com immediately and destroy all copies of this message and any attachments.

----- Forwarded message -----
From: Dr.Ranjit P.S. <psranjit1234@gmail.com>
Date: 27 December 2019 at 12:31:10 +05:30
Subject: COPY RIGHT
To: Murali <murali@novelpatent.com>

Dear Sir,

Greetings of the day!

Herewith sending the document for COPY RIGHT.

Please do needful.

Thanks & Regards,
P.S. Ranjit.

Dr. P.S. Ranjit

Ph.D., M.E(Mech), B.E(Auto), D.A.E., M.I.E.,
M.I.A.E.N.G., L.M.C.I.I.S., M.S.A.E., L.M.I.S.T.E., C.Er.
Professor- Dept. of Mechanical Engg.,
Aditya College of Engineering
Aditya Nagar, ADB Road, Surampalem - 533 437,
E.G. Dist., Andhra Pradesh.
Mobile +91 999 7 999 448

An Efficient Security Implementation with Power Cane for Visually Challenged

Understanding:

The present invention discloses an efficient security implementation with power cane for visually challenged. In specific, the walking stick of the blind person provided with an ultrasonic sensor which estimates the obstacles and vibrates the stick if comes nearby any obstacle below the threshold limit. It has one LDR sensor based light sensing unit to detect whether the light is present in surrounding or not that helps the blind person to enter a sensitive area. The walking sticks acts as a stun gun which produces 2 KV in emergency condition for their protection using electric arc generator and power source. The limit when the vibration starts can be programmed in the microcontroller embedded in the blind stick. The ultrasonic sensor (HC-SR04), Atmega Microcontroller, electric arc generator, LDR, dry cell, and vibration motor are the major electronic components of the invention.

References:

1. An Efficient Security Implementation with Power Cane for Visually Challenged
2. SLIGHTLESS STICK WITH THE EYES: new concept
3. Smart Walking Stick for Visually Impaired People Using Ultrasonic Sensors and Arduino
4. Implementation and Design of Smart Blind Stick for Obstacle Detection and Navigation System

The features of our invention are matching with the found references.

Rating: LOW

TESSOLVE SEMICONDUCTOR TEST ENGINEERING LAB FOR STE-SDC COURSE

ADITYA COLLEGE OF ENGINEERING	
MASTER INWARD	
Inward No	2947
Date	09/08/19
Received From	
Signature	<i>[Signature]</i>

Training Partner Agreement Between Tessolve & Aditya College of Engineering

TO
HOD - VLSI
S.

June 24, 2019

Tessolve Semiconductor Pvt Ltd

Plot No. 31 (P2), Electronic City Phase II

Bangalore 560100, India

T: +91 80 4181 2626

F: +91 80 4120 2626

W: www.tessolve.com

About Applied Digital Microsystems

Founded in 1987, ADM products include Semiconductor ATE Trainers, USB Analyzers, Logic Analyzers, Pattern Generators, Universal In-Circuit Emulators, Compilers / Debuggers / Assemblers. ADM continues to provide advanced, skill oriented and affordable Embedded Semiconductor design and test engineering tools for both Industry and Education.

About Tessolve Semiconductor

Tessolve, an ISO 9001:2015 certified company, is one of the world's leading Semiconductor Engineering solutions provider. Tessolve offers engineering expertise in the areas of Semiconductor IC Design, Test & Product Engineering, PCB Design, Failure Analysis and Systems Design under one roof. Tessolve's goal is to be an extended arm of Semiconductor product companies and enable them to ensure good quality productization of their chips in a cost effective manner.

Since its inception in 2004, Tessolve has grown from strength to strength. Tessolve currently has over 1000 employees with offices in Bangalore, Coimbatore, Bhubaneswar, Vizag, Singapore, Malaysia, USA (Santa Clara & Dallas). Tessolve engineers have executed complex projects for several leading semiconductor companies.

Background

Semiconductor devices today integrate a wide range of components of an electronic system (computation engine, memory, logic, power management, mixed signal blocks etc.) into a single multifunctional device. There is incredible convergence between handheld, automotive, and home electronics technologies. The semiconductor Industry is also levered strongly to the growth prospects of Internet of Things and Big Data. The SoC market is expected to grow from \$500 billion in 2015 to over \$1.5 trillion in 2019.

Testing a chip is a critical step in the design cycle for semiconductor IC companies. Today's chip testing involves high cost equipment and experienced engineers. The Indian market is also now moving towards making our own physical chip, which will require testing, characterization and qualification in India. Not only the big chip makers but also Indian origin design houses and IP providers will need testing of their devices to contribute to the upcoming chip manufacturing in India.

Semiconductor Automated Test Equipment (ATEs) are used for testing memory, digital, mixed signal, power management and SoC components, both at the wafer level and package level stages.

Engineering graduates, who comprise two-thirds of the entire workforce, form a major part of the Semiconductor testing industry. **The industry goes through six months to a year for the Engineering graduates from college to become deployable and industry ready.** There is a continuous shortage and high demand for qualified test engineers every year. Meanwhile, university and engineering institutions lack the specialized ATE training skills, as they cannot afford the financial outlay for high cost Semiconductor Test Equipment required for such training.

Tessolve & ADM have overcome this academia problem by providing a novel concept of owning a low cost Digital Test Trainer – **LGLiteATE** by the Institution (referred as Training Partner). To understand the electronics and device test theory, LGLiteATE is the ideal training vehicle to learn and develop the talent and skillset for the Semiconductor Engineering industry.

Tessolve Semiconductor is offering **Semiconductor Test Engineering - Skill Development Course [STE-SDC] certification course** that will be offered to the Training Partner's teaching faculty so that they can train their students at their campus. The rationale behind this STE-SDC Certification approach is to introduce the students as soon as possible to real world test program development so that they can bridge the gap between academic learning and job-oriented skill set required in the industry in a shorter duration.

Tessolve & ADM will continue to work with Indian academia to support skill-oriented training in field of semiconductor test and measurement.

Training Partner Agreement

This Agreement, effective 24th June, 2019, is between Tessolve Semiconductor Pvt Ltd, having an office at Plot No. 31 (P2), Electronic City Phase II, Bangalore 560100 and **Aditya College of Engineering**, having an office at **Kakinada**.

The **Aditya College of Engineering, Kakinada** henceforth known as the "Training Partner" hereby agrees to participate in setting up a Tessolve Semiconductor Test Engineering Lab and offer the STE-SDC course for final year engineering graduates, subject to the following guidelines.

1. Objective

The objective of TSTE Lab is to offer **STE-SDC** Course to ECE/EEE/IE undergraduate students.

2. Term

The term of this Agreement shall be for Two (2) Years commencing on 24th June, 2019, renewable by the parties with mutual consent.

3. Terms & Conditions for setting up the TSTE Lab and conducting the STE-SDC course

- a) Tessolve selects the Training Partner based on factors like qualification of the training staff, location and capabilities to handle the training.
- b) ADM & Tessolve will train the Trainers once the qualified college signs the Training Partner Agreement.
- c) Tessolve will recommend the batch size depending on the infrastructure provided by the Training Partner. Multiple batches can be conducted in case of large enrolment.
- d) Tessolve will provide the course content to be used by the Training Partner.
- e) The Training Partner will be responsible for enrolment of the candidates and getting a batch approved from Tessolve before start of the training.
- f) Training Partner will be responsible for conducting the training and coordination with Tessolve for the assignments.
- g) Tessolve will carry out periodic visits to the TSTE Lab for assessments during the STE-SDC training.



- h) Training Partner will maintain day-wise attendance record for the batch and provide it to Tessolve during the assessments.
- i) The STE-SDC Certification course can be offered full time or part time.
- j) The Training Partner will conduct STE-SDC examination at the end of the course.
- k) Training Partner will **promote training in Semiconductor Test Engineering** to their own students and can also promote it to other nearby Engineering Colleges.
- l) All candidates, upon successfully qualifying Tessolve's examination, will be provided STE-SDC Certification. They will also become **eligible to appear for Technical interview directly at Tessolve** without having to go through a written test selection that is normally required during Tessolve's recruitment process.
- m) Training Partner **is allowed to charge** a nominal fee from students.
- n) Tessolve shall participate in delivering Technical Lectures on Semiconductor Test Engineering Topics by delegates from the industry.
- o) Students hired by other organizations will not be eligible for STE-SDC Training.
- p) Based on Tessolve's hiring requirement from time-to-time, Tessolve should be given the highest priority to hire the required number of students who have qualified from the STE-SDC Training batch.
- q) Tessolve Semiconductor Test Engineering Lab includes STE-SDC courseware and ADM's LGLiteATE, Universal Load board, test scripts and laboratory materials. After successfully obtaining the STE-SDC Certification by Tessolve, the engineer will be able to demonstrate Proficiency in Test Methodologies like test program development and troubleshooting skills for digital ICs.
- r) Tessolve holds the right to withdraw the permission to setup/operate the TSTE Lab at any time if the Training Partner fails to comply with the above guidelines.

4. Other Engagements

The Training Partner agrees that they would conduct trainings with this objective only under the association with Tessolve. During the validity of this Partner Agreement and even after the validity is over, in case the Training Partner intends to associate with any other organization for conducting a similar training, they should first seek a written permission from Tessolve before making any plan.

5. Termination



Either party, upon giving not less than thirty (30) days written notice, may terminate this Agreement. The thirty (30) day termination period shall not begin until the other party has received or is deemed to have received the notice of termination.

6. Entire Agreement

This agreement constitutes the entire agreement and final understanding of the parties with respect to the subject matter hereof and supersedes and terminates all prior and/or contemporaneous understandings and/or discussions between the parties, whether written or verbal, express or implied, relating in any way to the subject matter hereof. This Agreement may not be altered, amended, modified or otherwise changed in any way except by a written agreement, signed by both parties.

7. Confidentiality

Training Partner agrees at all times during the term this Agreement and after the termination of this Agreement to hold in strictest confidence, and not to use, or to disclose, transfer or reveal, directly or indirectly to any person or entity any Confidential information without the prior written authorization of the other party. Confidential Information includes, but not limited to, Training Material, Manuals, Circuit diagrams, Presentation PPTs, names of investors, buyers, sellers, borrowers, client lists, financial information and trade secrets about the products and information or other proprietary information relating to designs, formulas, developmental or experimental work, know how, products processes, computer programs, source codes, databases, designs, schematics, or other original works of authorship.

Each party hereby agrees that all information provided by the other party and will be treated as confidential and the receiving party shall not make any use of such information other than with respect to this Agreement. If the Agreement shall be terminated, each party shall return to the other all such confidential information in their possession, or will certify to the other party that all of such confidential information that has not been returned has been destroyed.

8. Assignment

This Agreement is valid only for the Training Partner who have signed with Tessolve, and is not transferable or sub-contractible to any other third person or entity.



IN WITNESS WHEREOF, M/s. Tessolve Semiconductor Pvt. Ltd. and the Training Partner have entered into this agreement and agree to the above terms in their entirety.

For Tessolve Semiconductor Pvt. Ltd.



Mr. Rajakumar D

Vice President – Operations

For Aditya College of Engineering,



Dr. A Ramesh

Principal

PRINCIPAL
Aditya College of Engineering
SURAMPALEM-533 437

CERTIPORT AUTHORIZED TEST CENTER™ AGREEMENT

This CATC™ AGREEMENT (the “Agreement”), is entered into as of the last date indicated below (the “Effective Date”), by and between Certiport®, a business of NCS Pearson, Inc., a corporation organized under the laws of the State of Minnesota, United States of America, having its principal offices at 5601 Green Valley Drive, Bloomington, Minnesota, 55437 (“Certiport”), and

Aditya College Of Engineering

having its principal offices at

Aditya Nagara., Surampalem, Kakinada 533437, India

(“Company” or “Licensee”) recognized hereinafter as a “CATC™.”

WHEREAS, Certiport is an independent provider of educational, assessment and certification programs and related products and services; and

WHEREAS, Company owns and operates a testing center with facilities that meet Certiport’s testing center technical requirements, as well as the CATC™ Guidelines, Policies, and Procedures described in Exhibit A and Company desires to have its facility recognized and appointed by Certiport as a “CATC™” in the Territory and/or Sector(s) as described in Exhibit B;

NOW, THEREFORE, the parties agree as follows:

1. **Definitions.** The following terms shall have the following meanings for the purpose of this Agreement:
 - 1.1. **“Assessment Exam”** means any test that is intended to measure the skill, knowledge, intelligence, capacity or aptitude of the Examinee with respect to the subject matter thereof.
 - 1.2. **“CATC™”** means Certiport Authorized Test Center, a party authorized pursuant to a license granted by Certiport to act as a testing center under the name “CATC™” to administer the Certiport Pathway Solutions and Methods.
 - 1.3. **“CATC™ Policies, Guidelines and Procedures”** or **“the Guidelines”** are minimum standards that Certiport requires all CATC™s meet and which are designed to ensure that Examinees are afforded the best possible training and examination environment, as further described in Exhibit A.
 - 1.4. **“CATC™ Requirements”** means minimum technical standards required by Certiport to be possessed by CATC™s in order to ensure an appropriate and effective education and testing environment for Examinees. Certiport reserves the right to change the CATC™ Requirements, set forth at the www.certiport.com under Support Center.
 - 1.5. **“Certification Exam”** means a proctored certification examination intended, if passed, to attest to the competence of the Examinee with respect to the subject matter thereof.
 - 1.6. **“Certiport Authorized Distributor”** or **“Distributor”** means Certiport Authorized Resellers and/or Certiport Authorized Solution Providers.

- 1.7. “Certiport Authorized Reseller” means a company that meets the criteria for country-level sales, and marketing of Certiport Pathway Solutions & Methods to customers.
- 1.8. “Certiport Authorized Solution Provider” means a company that meets the criteria for country-level sales, marketing, training and support of Certiport Pathway Solutions & Methods to customers.
- 1.9. “Certiport Authorized Test Center Agreement” means the agreement between Certiport and a CATC™ authorizing the CATC™ to administer and deliver Assessment Exams and Certification Exams using the “CATC™” name.
- 1.10. “Certiport Exam Proctor” or “Proctor” means an individual who shall be trained by the CATC™ to be responsible for ensuring that Exams are conducted according to Certiport’s standards.
- 1.11. “Certiport Pathway Solutions & Methods” or “Pathway Solutions & Methods” means the Certiport Products and Services as well as the training materials, systems training, operation and installation methodologies related to the Programs and/or Certiport Products and Services.
- 1.12. “Certiport Products and Services” or “Products or Services” means the Training Materials, the Certification Exams, the Assessment Exams, the Practice Tests, and related products and services developed or distributed by Certiport from time to time.
- 1.13. “Certiport Technology” is defined as, without limitation, all intellectual property including patents, trademarks, media, software, business plans or methods, customer lists, Training Materials and Certiport Products and Services developed and owned or licensed by Certiport. As between the parties, Certiport has and shall retain exclusive ownership of all rights, title and interest in and to Certiport Technology. To the extent that Company may be deemed to have any ownership interest in or to the Certiport Technology, Company hereby assigns and transfers to Certiport all such rights, title and interest that Company may have in such materials. Company acknowledges and agrees that it does not have any right, title or interest, and will not claim any, in or to the Certiport Technology or any derivative work based thereon, and that this Agreement does not create or vest in it any right, title or interest in the Certiport Technology, or any derivative work based thereon. Certiport expressly reserves all rights in the Certiport Technology not expressly granted to Company in this Agreement.
- 1.14. “Data Processor” means Certiport and Company.
- 1.15. “Dispute” has the meaning set forth in Section 18.
- 1.16. “Effective Date” means the date set forth in the first paragraph above.
- 1.17. “Exam Expiration Date” means the last date on which an Exam within a particular Program may be administered by a CATC™.
- 1.18. “Examinee” means the end user of the Certiport Pathway Solutions & Methods.
- 1.19. “Exams” means Certification Exam(s) and/or Assessment Exam(s).
- 1.20. “Personal Data or Examinee Personal Data” means any information relating to an identified or identifiable Examinee.
- 1.21. “Practice Tests” means Certiport-owned or licensed products that prepare Examinees for Certification Exams by simulating the look, feel, timing and scoring of Certification Exams.
- 1.22. “Processing” means any operation or set of operations which is performed upon Examinee Personal Data, whether or not by automatic means, such as collection, use, recording, organization, storage, retrieval, or disclosure by transmission, (“Process”, “Processes” and “Processed” shall have the same meaning).

- 1.23. “Programs” means the Certification Exam and/or Assessment Exam product groupings that Company has elected to participate in through Certiport’s internet application process.
 - 1.24. “Program Sponsors” or “Data Controller” means any company or organization which Certiport represents, including Certiport itself, for the purposes of developing and/or selling Certiport Products and Services. Program Sponsors or Data Controllers are the organizations that determine the purpose and means of the Processing of Examinee Personal Data and have established certain levels of education, training and/or testing experience necessary to qualify for a specified certification and who have contracted with Certiport to provide electronic testing services to Examinees who are seeking to demonstrate those qualifications. In addition Certiport delivers computer based Exams on behalf of itself and may from time to time be the Program Sponsor or Data Controller and a Data Processor.
 - 1.25. “Renewal Term” has the meaning set forth in Section 2.
 - 1.26. “Sector” means the market sectors described in Exhibit B attached thereto and hereby incorporated by this reference.
 - 1.27. “Software” means all software provided by Certiport to the Certiport Authorized Distributor, or to CATC™s™ in the Territory, including without limitation, Certiport iQSystem™, Certification Pathways System, and other software related to the delivery and administration of Certiport Products and Services.
 - 1.28. “Support Staff” has the meaning set forth in Section 7.
 - 1.29. “Territory” means the geographic area described in Exhibit B attached hereto and hereby incorporated by this reference.
 - 1.30. “Training Materials” means any materials in electronic or paper format used for either teaching Examinees the skills covered in Certiport Products and Services, or for training CATC™ employees how to effectively use and incorporate Certiport Pathway Solutions & Methods.
 - 1.31. “Data Incident” The loss of, or attempted or successful unauthorized access, use, disclosure, modification, or destruction of, any Examinee Personal Data, other Certiport materials, or any information system that hosts or otherwise processes Examinee Personal Data.
2. **Term**. The term of this Agreement (“Term”) will commence on the Effective Date and will expire one (1) year after the Effective Date, unless terminated earlier as provided in this Agreement. Following the initial Term, this Agreement will automatically renew on the same terms and conditions for successive periods of one (1) year each (“Renewal Term”), unless terminated earlier as provided in this Agreement. Nothing in this Agreement shall be interpreted as requiring either party to renew or extend this Agreement.
3. **License**. Certiport hereby grants to Company a limited, non-exclusive, non-transferable, non-sublicenseable, non-assignable license and right to hold itself out to the general public as a CATC™, subject to the terms and conditions of this Agreement. Company agrees to, in all instances, abide by the terms of Certiport’s Branding Guidelines attached hereto as Exhibit C, and in the event that certain Program Sponsors require Company to do so, Company agrees to execute and abide by that Program Sponsor’s logo license agreement.
4. **No Authority of Company**. This Agreement does not constitute and shall not be construed as constituting a partnership, franchise, agency or joint venture between Company and Certiport. No party shall have any right to obligate or bind the other party in any manner whatsoever. All

personnel of Company, including full and part-time employees and independent contractors, are and shall be considered employees or agents of Company, as applicable. Company assumes sole and full responsibility for their acts and omissions as such acts and omissions may impact Certiport. Company shall at all times during the term of this Agreement maintain such supervision, direction and control over its personnel and shall be solely responsible for the payment to its personnel of the salaries and other compensation and matters relating thereto (including, if applicable, the withholding and/or payment of all Federal, State and local income, unemployment, social security and other payroll taxes), workers' compensation, disability benefits and all other additional legal requirements of like nature applicable to such personnel.

5. Duties of Company.

- 5.1. General Business Conduct. Company agrees to conduct business in a manner that reflects favorably at all times on the Certiport Products and Services and the reputation of Certiport and, in connection therewith, not to engage in deceptive, misleading, illegal, or unethical conduct that is or might be detrimental to Certiport or to the Products or Services. Should Company fail to abide by the Guidelines, and/or engage in conduct that reflects unfavorably upon and threatens the name, goodwill, reputation or image of Certiport or any of its affiliates, such conduct shall constitute a breach and shall entitle Certiport to terminate this Agreement pursuant to Section 16.1.
- 5.2. Territory and Sector Restrictions. Company understands and agrees that it shall serve only the Territory and Sectors(s) referenced in Exhibit B and no other without the prior written consent of Certiport. Breach of this provision shall entitle Certiport to terminate this Agreement pursuant to Section 16.1.
- 5.3. Compliance with CATC™ Policies. Company understands and agrees that it must meet the standards set forth in "CATC™ Policies, Guidelines and Procedures" attached hereto as Exhibit A and incorporated herein by reference. Company understands that the Guidelines are designed by Certiport to ensure an appropriate environment for delivery of the Certiport Products and Services and to protect the reputation of Certiport, and Company's agreement to obey the Guidelines is a material inducement to Certiport to enter into this Agreement with Company. Company understands and agrees that Certiport has the right, in its sole discretion, to amend the Guidelines from time to time and shall inform Company of any changes via email. Company's failure to comply with the Guidelines shall entitle Certiport to terminate this Agreement pursuant to Section 16.1.
- 5.4. Initial Purchase Requirement. Within thirty (30) days after the Effective Date of this Agreement, Company must purchase a minimum of ten (10) Exams. Purchases may be made from Certiport, or Company's designated Certiport Authorized Distributor. Failure of Company to satisfy this initial purchase requirement within thirty (30) days from execution shall result in a termination by Certiport of this Agreement but shall not relieve Company of its obligation to pay Certiport for all Exams purchased prior to termination. Notwithstanding the foregoing, no initial purchase requirement is required for U.S. federal, state and local government entities.

- 5.5. Subsequent Purchase(s). After satisfying its initial purchase requirement, Company may purchase additional Certiport Products and Services directly from Certiport, or Company's designated Certiport Authorized Distributor. In order to remain an active CATC, Company agrees to make an annual minimum purchase of ten (10) Exams. Once purchased, Company is not entitled to a refund of the purchase price of any Exam. Notwithstanding the foregoing, no annual minimum purchase requirement is required for U.S. federal, state and local government entities.
- 5.6. Order Procedure, Price, Payment. Company shall purchase Certiport Products and Services only from Certiport via the Certiport web portal, or if the Certiport web portal is not accessible, by telephone or by email; or from Company's designated Certiport Authorized Distributor recognized by Certiport as operating within the territory and/or sector(s) in which Company operates.
- 5.6.1. Price. The price for all Certiport Products and Services shall be as stated on the Certiport web portal. Certiport may modify, in its sole discretion, pricing of Certiport Products and Services upon thirty (30) days' advance notice to Company.
- 5.6.2. Payment Terms. When ordering from Certiport directly, Company shall pay for Certiport Products and Services by authorizing Certiport to charge a credit card of Company, or by wire transfer of funds to a bank selected by Certiport. Company shall pay the purchase price for Certiport Products and Services in U.S. Dollars. Company shall pay for all Certiport Products and Services upon purchase, unless Certiport, in its sole discretion, has granted other payment terms to Company. If Company fails to pay said amounts when due, Company shall pay to Certiport a late fee equal to two percent (2%) per month of the unpaid amount. Certiport may deny Company access to Certiport Products and Services for which payment is past due whether purchased from Certiport, or Company's designated Certiport Authorized Distributor.
- 5.7. Identification. In all materials generated and published by the Company to market Certiport Products and Services, and in all physical locations used by Company to deliver Certiport Services, Company agrees to identify itself as a "CATC™" with clarity and in accordance with the reasonable instructions of Certiport, and abiding by all logo usage provisions of this Agreement, as amended by Exhibit C hereto. Locations and publications as referenced herein include but are not limited to: commercial listings, directories, stationery, collateral, websites, business cards, advertisements, and office facilities.
- 5.8. Organizational Summary. Within the first two weeks of each calendar quarter, and immediately upon responsible party contact changes, Company shall update any organizational and contact details that may have changed and which include, but are not limited to: corporate name, corporate owners, address, main telephone number, website URL, iQcenter administrator, IT manager, marketing manager, sales manager, Certified Professional Instructor, or Authorized Instructor, and any additional relevant employee names and their responsibilities as appropriate. (The complete set of required organizational data is found on the Certiport website under the "Contacts" sub-tab found in the "Org Profile" tab while logged in using the Organization Administrator role.) Furthermore, Company agrees to add the contact details of new full-time employees who

will be organizational contact points to Company's organizational details on the Certiport website upon their hire.

6. **Promotional Material; Advertising.** Company agrees to use, in advertising and promoting the Certiport Products and Services, only those materials approved by Certiport in compliance with Program Sponsor marketing and logo usage guidelines. Should Company wish to use Program Sponsor logos, Company shall notify Certiport and shall sign the Logo License Agreement provided by Program Sponsor prior to using any such logos. Company warrants that it will not use Program Sponsor Logo's without first executing a logo license agreement. Failure to abide by these terms will constitute a breach and result in termination as set forth in Section 16.1.
7. **Support Functions.** Company agrees to ensure that personnel having appropriate skills ("Support Staff") are provided to fulfill Company's duties hereunder. Support Staff may include employees of Company and/or independent contractors of Company. In particular:
 - 7.1. **Certiport Systems Administrator.** Company agrees, when the resource to train individuals in the Company's primary local language is made available by Certiport, to have at least one Certiport System Administrator trained and certified in the primary local language of the Territory in which the CATC™ is located. The Certiport System Administrator certification can be obtained by passing the Certiport System Administrator Exam found at www.certiport.com.
 - 7.2. **Certiport Exam Proctor.** Company agrees, when the resource to train individuals in the Company's primary local language is made available by Certiport, to have at least one Certiport Exam Proctor trained and certified in the primary local language of the Territory in which the CATC™ is located. The Certiport Exam Proctor certification can be obtained by passing the Certiport Proctor Exam found at www.certiport.com.
 - 7.3. **CATC™ Support.** Company agrees to maintain Support Staff that is competent to answer and to use its best efforts to answer, all inquiries from Examinees regarding the Software and/or Certiport Products and Services.
 - 7.4. **Advice to Certiport.** Company agrees to advise and escalate to Certiport promptly concerns about any material information that may come to Company's attention regarding the Certiport Products and Services, including without limitation, charges, complaints, or claims by Examinees and others about the Software and/or Certiport Products and Services.
 - 7.5. **Parental Consent Form.** Before allowing an Examinee under the age of 18 to register and take an Exam, Company shall require the parent/legal guardian of the Examinee to complete and sign a Parental Consent Form. Completed Parental Consent Forms must be retained by Company and made available to Certiport upon request. The parental consent form can be found at www.certiport.com by selecting "Exam Policies" under the "Testing Centers" menu item and then selecting the link for "Parental Consent Form".

8. **Processing of Examinee Personal Information.** Certiport and Company have agreed to the following requirements for the processing of Examinee Personal Data in order to adduce adequate safeguards with respect to the protection of privacy and fundamental rights and freedoms of individuals for the transfer of Examinee Personal Data by the Company to Certiport and for the transfer of Examinee Personal Data by Certiport to the Company.

8.1. Company agrees and warrants:

- i. On behalf of the Program Sponsor and Certiport (when acting in the capacity as the Program Sponsor), Certiport instructs Company to process Examinee Personal Data (as applicable) for the purposes of (a) Examinee test registration and scheduling, and (b) transmission of Examinee Personal Data to Certiport. Such processing shall continue for the duration of the CATC Agreement. Types of Examinee Personal Data may include Examinee name, address, identification, test scores; and all other Examinee Personal Data as directed by Certiport.
- ii. Company will process the Examinee Personal Data only on behalf of Certiport and its Program Sponsors in compliance with Certiport's instructions and as set forth in this Agreement; if Company cannot comply for whatever reasons, Company agrees to promptly inform Certiport of its inability to comply, in which case Certiport may suspend all Services provided by Company.
- iii. Company confirms that it has no reason to believe that it is prevented, for any reason, from fulfilling its obligations under the Agreement. In the event that Company becomes aware that it is prevented from fulfilling its obligations under the Agreement, Company will promptly notify Certiport, and Certiport may have the right to immediately suspend all Services being provided by Company and Certiport may, in its sole discretion, terminate this Agreement.
- iv. Notwithstanding anything in the Agreement, Company confirms that it has implemented and will maintain appropriate organizational, administrative, physical, and technical security measures (collectively "technical and organizational security measures") for the protection of Examinees Personal Data against accidental or unlawful destruction or accidental loss, alteration, unauthorized disclosure or access and against all other unlawful forms of processing. Such implementation shall include privacy policies that are consistent with, and no less restrictive and protective of personal data than the principles and policies set forth in the Pearson VUE Privacy and Cookies Policy posted at <http://www.pearsonvue.com/legal/privacy>, as such Pearson policy may be amended by Pearson from time to time. In addition, for Exams delivered in the United States, Company shall comply with the Student Privacy Pledge in delivery of Certiport Exams.

v. Company shall ensure that all Company personnel authorized to Process Examinee Personal Data are obligated to keep Examinee Personal Data confidential.

vi. To work in good faith and respond properly to all inquiries from Certiport relating to Company's processing of Examinee Personal Data subject to the transfer and to abide by the advice of the supervisory authority with regard to the processing of the Examinee Personal Data transferred.

vii. Company understands, acknowledges, and agrees that Examinees will be entitled to take action, against Company, as limited to Company's own processing activities, and to receive compensation from Company arising out of (i) a breach by Company due to Company's violation for not complying with instructions received by Company from Certiport, (ii) Company's violation of applicable international and data protection laws; (iii) failure by Company to implement or maintain technical and organizational security measures as described in the Agreement; (iv) failure by Company to promptly notify Certiport about any legally binding request for disclosure of Personal Data by law enforcement unless otherwise prohibited, such as a prohibition under criminal law to preserve the confidentiality of a law enforcement investigation; (v) any accidental or unauthorized access to Examinee Personal Data; and (vi) failure by Company to disclose promptly to Certiport a request received directly from a Examinee, unless Company has been otherwise authorized to handle (collectively "third party beneficiary rights").

viii. The Company agrees that if the Examinee invokes against it third-party beneficiary rights and/or claims compensation for damages under the Agreement, the Company will accept the decision of the Examinee: (a) to refer the dispute to mediation, by an independent person or, where applicable, by the supervisory authority; (b) to refer the dispute to the courts in the jurisdiction in which the Program Sponsor or Certiport (in the role of the Program Sponsor) is established. The parties agree that the choice made by the Examinee will not prejudice its substantive or procedural rights to seek remedies in accordance with other provisions of national or international law.

ix. Where requested, the Company shall provide assistance as requested by Certiport and the Program Sponsor in connection with this Agreement, including but not limited to notifying the appropriate parties of an Examinee Personal Data breach, or, carrying out a data protection impact assessment.

x. The parties agree that on the termination of its data-processing services, the Company shall, at the choice of the Certiport, return, if any, all Examinee Personal Data transferred and any and all copies thereof to Certiport or Company shall destroy all of the Examinee Personal Data and certify to Certiport that it has done so, unless legislation imposed upon Company prevents it from returning or destroying all or part of the Examinee Personal Data transferred. In that case, the

Certiport Authorized Test Center (CATC™) Agreement

Company warrants that it will guarantee the confidentiality of the Examinee Personal Data transferred and will not actively process Examinee Personal Data transferred anymore.

xi. The Company shall provide all reasonable and timely assistance (including by appropriate technical and organisational measures) to Certiport (at its own expense) to enable Certiport to respond to:

- i. any request from a data subject to exercise any of its rights under any applicable data protection laws (including its rights of access, correction, objection, erasure, and data portability, as applicable); and
- ii. any other correspondence, inquiry or complaint received from a data subject, regulator or other third party in connection with the processing of the Examinee Personal Data.

In the event that any such request, correspondence, inquiry or complaint is made directly to the Company, the Company shall promptly inform Certiport providing full details of the same;

xii. The Company shall comply with all applicable data privacy and data protection laws (including but not limited to the EU General Data Protection Regulation) relating to Company's obligations under the Agreement.

xiii. Notify Certiport immediately of any Data Incident or any other breach of the requirements herein, including details regarding the measures Company has taken to promptly remedy the breach and any further information and support that Certiport may reasonably require. Company shall further take all such measures and actions as are necessary to remedy or mitigate the effects of the Data Incident and shall keep Certiport up-to-date about all developments in connection with the Data Incident.

xiv. Certiport adheres to the principles of the EU-U.S. Privacy Shield Framework as written by the U.S. Department of Commerce and Certiport complies with the U.S. Department of Commerce Swiss-U.S. Privacy Shield Framework principles. In addition, Company agrees to follow the principles of the EU-U.S. Privacy Shield Framework and the Swiss-U.S. Privacy Shield Framework principles.

9. **Compliance with Law**. Company agrees:

i. to conduct its business operations in accordance with all applicable United States and local laws and regulations, including without limitation the U.S. Foreign Corrupt Practices Act, 15 U.S.C. §§ 78dd-1, et seq., any local laws, and the United Kingdom Bribery Act.

ii. it shall (a) conduct business in conformance with sound ethical standards of

integrity and honesty; (b) conduct business in such a way as to not give the appearance of impropriety, even when the behavior or activity is in compliance with the law; (c) not achieve business results by illegal acts or unethical conduct; (d) prohibit Company's Support Staff and other employees, agents and subcontractors from offering, paying or authorizing financial, and/or any other item of value or other advantage to be given to any official or employee of any government or political party, political candidates, employees of government enterprises or any other person or entity, with knowledge or a reason to believe that such payment or promise to pay will be made to any government official (each, an Official) for the purposes of (i) obtaining an improper business advantage; (ii) influencing such Official to take, or not to take, any action or decision; or (iii) inducing such Official to use his or her influence to affect any act or decision of a government.

iii. it will not improperly influence, directly or indirectly, the sale of Certiport Products and Services by payments or other actions contrary to law or regulation.

iv. that no government official who is a principal, owner, officer, employee or agent of any entity in which Company has an interest will be involved in or used to influence the sale or purchase of the Certiport Products and Services, and no government official has any financial interest in the sale or purchase of the Certiport Products and Services.

v. to provide employees and any contracted individuals engaged by Company with a work environment free of coercion and harassment.

vi. to comply with the Export Administration Act which: (a) requires a license from the United States government prior to export or re-export of any materials, product or technical information; (b) requires compliance with destination restrictions; and (c) prohibits certain acts in furtherance of foreign boycotts.

vii. to comply with all applicable laws, regulations and standards (including but not limited to the United States Office of Foreign Asset Control ("OFAC") regulations, Specially Designated Nationals or Blocked Persons ("SDN") list or similar federal, state or other countries legislation on international trade law, and the Americans with Disabilities Act or similar federal, state or other countries disability or human rights laws).

In the event of any demonstrable breach by Company of any of its representations, warranties, or provisions of Section 9, Certiport may, in its sole discretion in addition to any other remedy provided herein or otherwise provided by law, immediately terminate this Agreement without notice or indemnity and in such event, Company shall forever forfeit all rights to all fees and commissions which shall accrue and/or have been earned but which have not been paid as of the date of such termination.

10. **Competition; Circumvention.** During the term of this Agreement, and for six (6) months after this Agreement is terminated, Company agrees that it will not, directly or indirectly, develop, administer, sell or license products or services that compete with the Certiport Products and Services to any person or entity for any purpose, in the Territory and Sector described in Exhibit B. Further, during the term of this Agreement and for six (6) months thereafter, Company agrees that it will not, directly or indirectly, buy or lease, as the case may be, any products or services that are the same as or similar to the Certiport Products and Services, from any of the Program Sponsors or third-party vendors for which Certiport provides the Certiport Products and Services to Company pursuant to this Agreement, and will take no action, whether directly or indirectly, by any medium of contact whatsoever, to circumvent or interfere in any manner with any relationship, opportunity or advantage that Certiport may have established with the Program Sponsors or third-party vendors, or interfere in any manner whatsoever with the business of Certiport.
11. **No Purchase or Sales Outside Territory or Sector(s).** Company shall not purchase or sell Products or Services outside the Territory, or Sector(s) specified in Exhibit B as described in Section 5.2 above.
12. **License of Software.** Certiport hereby grants to Company a limited, non-transferable, non-exclusive, license to use the Software for the sole purpose of operating its CATC™ in accordance with this Agreement. Company shall, upon expiration or termination of this Agreement, promptly return or destroy all copies of the Software and all related documentation in its possession.
13. **Protection of Certiport Technology.** Company shall not, re-engineer, reverse engineer, or manipulate in any way, Certiport Technology without express prior written permission from Certiport. Company shall not provide access to Certiport Technology to any other party for the purposes of re-engineering, reverse engineering, copying or manipulation in any manner. Other than as licensed herein, Certiport shall retain all right, title and interest to Certiport Technology and any modification, enhancement, localization or extension of the Certiport Technology developed by Company during the term of this Agreement. Certiport hereby prohibits Company from disassembling, reproducing, modifying, or creating derivative works based on the Certiport Technology. Company shall not be entitled to use Certiport Technology for internal purposes except as specifically permitted by this Agreement. Certiport also prohibits sublicensing or assigning the rights of the Certiport Technology without the written

consent from Certiport. Any violation of this Section 13 shall constitute a breach of this Agreement and result in termination pursuant to Section 16.1

14. **Limited Warranty; Limited Remedies.** Certiport makes no warranty concerning the Software or the Certiport Products and Services or any other services or goods provided under this Agreement, and Certiport hereby disclaims all implied warranties with respect thereto, including without limitation any implied warranty of merchantability, fitness for a particular purpose or non-infringement. Certiport shall not be liable to the Company for any indirect, incidental, or consequential damages or damages from lost profits or lost use, even if Certiport is advised as to the prospect of the same. Further, Certiport shall not be liable to Company for any damages arising out of a breach of this Agreement for any amount greater than the average monthly amount paid during the term hereof to Certiport by Company.
15. **Ownership, Use, and Protection of Examination Data.** As between Certiport and its Program Sponsors and Company, Certiport and its Program Sponsors shall be the sole owners of all results of all Certification Exams and Assessment Exams, all data regarding Examinees and all compilations of the foregoing, and Company shall not have any interest therein. Company shall, at the request of Certiport, surrender to Certiport any such results and information. Company shall not use any such results, data or compilations, or disclose the same, for any purpose. Company shall also be responsible for protection of Examinee's personal data and Certiport specifically disclaims any liability for breaches of Company's obligations to protect such personal data. Certiport suggests that Company not request that Examinees provide Company with national identity numbers (such as Social Security numbers) but instead create unique identifying numbers for Examinees
16. **Termination.**
 - 16.1. **By Either Party for Breach.** This Agreement may be terminated for cause at any time, without limiting any party's other rights or remedies, upon written notice identifying with specificity the cause if either party commits a breach of this Agreement and if such breach continues un-remedied for a period of ten (10) days after receipt by the other party of written notice thereof. Within three (3) days after receipt of a written notice to cure a breach, the breaching party must provide non-breaching party with a written detailed response that identifies how the breaching party will cure the breach within the ten (10) day time frame provided above. Should the breaching party fail to provide the written response within three (3) days as is required; the non-breaching party shall have the right to immediately terminate this Agreement. Further, this Agreement may be terminated if either party: (i) has a receiver appointed for itself or its property; (ii) makes an assignment for the benefit of its creditors; (iii) any proceedings are commenced by, for or against either party under any bankruptcy, insolvency or debtor's relief law seeking a reorganization of such party's debts and such proceedings are not dismissed within ninety (90) days of their commencement; or (iv) either party is liquidated or dissolved.
 - 16.2. **By Certiport.** Certiport may terminate this Agreement at any time, on thirty (30) days' written notice to Company. In addition, Certiport may, upon written notice to Company, terminate or alter this Agreement at any time as to any Products or Services, if

any agreement between Certiport and any third party relating to the Certiport Products and Services is terminated, substantially changed, or modified.

- 16.3. Duties of Company upon Termination. Upon termination, Company shall immediately cease holding itself out as a CATC™, stop administering any Exams, remove all references to images and logos representing or relating to Certiport or to the Certiport Products and Services from any Company website, printed material, or retail storefront operated by Company. Further, if prior to termination Certiport has, pursuant to Section 5.6.2, granted payment terms to Company which permitted Company to avoid paying for the Certiport Products and Services at the time of ordering, all payments due to Certiport from Company shall immediately become due and payable and shall be subject to the late payment provisions contained in Section 5.6.2.
17. Suspension / Deactivation. If Certiport determines, or has a reasonable basis to believe that Company, or its representatives, have committed or permitted misconduct or failed to comply with responsibilities, specifications, technical specifications, or other requirements in this Agreement or the Guidelines, Certiport may suspend testing, account access and Company's status as a CATC until it is resolved to Certiport's satisfaction.
18. Disputes.
- 18.1. Arbitration. If the parties fail to resolve any dispute, controversy, or claim between them arising out of, relating to, or concerning, this Agreement (a "Dispute") within forty-five (45) days after one party notifies the other that a Dispute exists, then such Dispute shall be settled exclusively by final and binding arbitration in the State of Minnesota, U.S.A., which arbitration may be initiated at the request of either party. The arbitration shall be conducted in accordance with the commercial rules of the American Arbitration Association. There shall be three (3) arbitrators, one selected by each party, and a third arbitrator selected by the first two arbitrators. The arbitration panel shall have no authority to award punitive or exemplary damages and the parties expressly waive their rights to any such damages. Notwithstanding the foregoing provisions, neither party shall be precluded from applying to a court of competent jurisdiction for a temporary restraining order, a preliminary injunction or other equitable relief to preserve the status quo or prevent irreparable harm pending the issuance of a ruling by the panel of arbitrators. The written decision of the majority of the three (3) arbitrators shall be binding on both parties. The resulting arbitration award may be enforced by all lawful remedies, including, without limitation, injunctive or other equitable relief, in any court of competent jurisdiction and the agreement of the parties with respect to the arbitration of claims, controversies, or disputes under this contract is stipulated to be specifically enforceable under the provisions of the 1958 U.N. Convention of the Recognition and Enforcement of Foreign Arbitral Awards, to which the parties agree to be bound.
- 18.2. Timing. The parties are desirous of avoiding expensive and time-consuming proceedings, and desire that the entire process of arbitration, including issuance of award, be completed within ninety (90) days from receipt of request for arbitration. However,

failure by the arbitrators to issue an award within the ninety (90) day time period shall not deprive the arbitrators of jurisdiction over the Dispute.

18.3. Expenses. Each party agrees to bear its own expenses and an equal share of the expenses of the arbitrators and the fees of the body administering the arbitration.

18.4. Awards. Any award rendered in such arbitration proceedings shall be payable in U.S. dollars, and judgment upon such award may be entered in any court of competent jurisdiction, or application may be made to any such court for a judicial acceptance of the award and an order of enforcement as the case may be, and may be payable to the winning party, at its option, in cash, by way of an offset against the winning party's accrued but unpaid royalties, fees, or dividend under any agreement with the losing party, or by any combination of the above.

19. **Confidentiality.** Company acknowledges and agrees that: (a) confidentiality and security of Exams, exhibits and other materials related to Exams, and other materials related to Program Sponsor's standards, requirements and testing is highly confidential to Program Sponsor and to Certiport; and (b) information and data identifying or describing Examinees, Examinees' scores and performance, Examinees' participation in testing and other information relating to each Examinee is private, confidential information of Examinee and is highly confidential to Examinee, Program Sponsor and Certiport; and (c) the Software, applications, Exam files, manuals, CATC materials and related materials in any medium provided by Certiport are private and confidential business information of Certiport, and accordingly, Company will scrupulously maintain the security of the Exams, testing information and Examinee data and information described in (a) and (b) above, and will undertake all necessary and appropriate efforts, but never less than reasonable care, to protect the confidentiality of all of the information and materials described in this Section and to prevent any unauthorized use or disclosure. Confidential information also includes other information that should reasonably have been understood because of legends or other markings, the circumstances of disclosure, or the nature of the information itself, to be confidential information. Confidential information shall expressly include any and all information derived from a party's proprietary information and the terms and conditions of this Agreement. Certiport's confidential information shall include any software provided hereunder. No information or materials provided under and pursuant to this Agreement will be used, disclosed or permitted to be used by Company for any purpose not expressly provided for in this Agreement. Company acknowledges and agrees that the requirements set forth in this Section are of the most critical importance to Certiport, Program Sponsors and Examinees and that any breach will likely result in severe damage. Each party acknowledges that it acquires only the right to use the confidential information of the other party under the terms and conditions of this Agreement for as long as this Agreement is in effect and does not acquire any rights of ownership or title in the confidential information. Each party agrees not to use such confidential information for any purpose not reasonably required by this Agreement. The requirements of this Section are perpetual and will survive the termination or expiration of this Agreement for any reason.

Notwithstanding anything herein, either party may disclose confidential information to the extent required or compelled by a court order, or local, state or federal law, or regulation,

provided that the disclosing party, using best efforts, gives the other party written notice of the proposed disclosure with sufficient time to seek relief and that such disclosure, if made, is made in a fashion to maximize the protection of the confidential information from further disclosure.

Company recognizes and acknowledges that any use or disclosure of any confidential information by Company in a manner inconsistent with the provisions of this Agreement may cause Certiport irreparable damage for which remedies other than injunctive relief may be inadequate, and Company agrees that in any request by Certiport to a court of competent jurisdiction for injunctive or other equitable relief seeking to restrain such use or disclosure, Company will not maintain that such remedy is not appropriate under the circumstances. The parties further agree that in the event such equitable relief is granted in the United States, they will not object to courts in other jurisdictions granting provisional remedies enforcing such United States judgments.

20. Audit.

20.1. Certiport, its authorized representatives, or any Program Sponsor whose Exams are being administered at the CATC, may periodically inspect and audit the CATC operations and records during testing hours without advance notice. Company Administrators will cooperate fully with all such inspections and allow complete access to the CATC and all equipment, software, systems and records. Certiport may integrity shop or audit CATC, one or more times during each year. Company understands that it will receive no Exam delivery or registration compensation for such integrity shop.

21. Miscellaneous.

21.1. Entire Agreement. The terms and provisions of this Agreement, together with any exhibits or addenda, constitute the entire agreement in relation to the subject matter hereof between the parties. This Agreement shall supersede all previous communications, whether oral or written, between the parties with respect to the subject matter hereof and no agreement varying or extending any of the terms and provisions of this Agreement shall be binding on either party unless in writing, signed by a duly authorized officer or representative of each of the parties.

21.2. Authority. Each party represents and warrants to the other party that it has the power and authority to enter into this Agreement, to perform all of its obligations hereunder and to provide all rights and materials granted hereunder and that neither the execution and delivery of this Agreement, nor the performance of its obligations or provision of any rights or materials hereunder, will violate any agreement to which it is a party, any federal, state, or local law or regulation to which it is subject or any right of any third party.

21.3. Governing Law. This Agreement shall be controlled and construed solely in accordance with the jurisdiction and laws of the courts of the State of Minnesota, United States of America, without giving effect to principles regarding conflicts of laws, and

notwithstanding the requirements of United Nations Convention on International Contracts for the Sale of Goods, if applicable.

- 21.4. Indemnity. Company shall indemnify, defend and hold harmless Certiport from any and all claims by or liability to any third party from loss, damage or injury to persons or property based on or in any manner arising out of or relating to any breach by Company of any representation, warranty or covenant set forth in this Agreement. Company shall also indemnify, defend, and hold harmless Certiport of and from any claims by or liability to any third party for any loss arising from Company's normal business operations, including, but not limited to premises liability claims as well as any loss, damage, or injury to persons or property arising from the breach of any of Company's obligations to ensure that Examinee data is kept confidential.
- 21.5. Force Majeure. Neither party shall be liable for failure to perform any obligation under this Agreement where such failure is due to fire, flood, earthquake, riot, sabotage, labor dispute, natural calamity, war, epidemic, acts of God, acts of the government or of any civil or military authority, or other causes that are beyond the reasonable control of such party.
- 21.6. Notices. Any notice under this Agreement shall be addressed to the respective addresses of the parties as set forth in the preamble and shall be sent by facsimile or by recognized overnight courier and shall be deemed received (a) upon successful transmission, as evidenced by written confirmation of receipt of fax, when notice is sent by fax and a print copy is sent immediately by pre-paid, registered post; or (b) upon date of actual receipt, as evidenced by a signed courier receipt, when notice is sent by overnight courier.
- 21.7. Headings. The headings to the sections hereof are for convenience only and have no legal effect.
- 21.8. Severability. If a court of competent jurisdiction finds any portion of this Agreement, including the Exhibits and Addenda hereto, to be invalid or unenforceable, such determination shall not render the entire Agreement, Exhibits or Addenda unenforceable or invalid but rather the Agreement, Exhibits or Addenda, as the case may be, shall be read and construed as if the invalid or unenforceable provision(s) are not contained therein, and the rights and obligations of the parties shall be construed and enforced accordingly.
- 21.9. No Assignment. This Agreement shall be binding on and inure to the benefit of the successors and assigns of the parties hereto. Except as may be permitted by the terms of this Agreement, Company may not assign its rights or delegate its duties hereunder without the express written consent of Certiport.
- 21.10. Waiver. Failure by a party to exercise, or any delay by a party in exercising, any right or remedy provided in this Agreement or by law shall not constitute a waiver of the particular right or remedy, or a waiver of other rights or remedies.

- 21.11. Taxes. Company shall promptly pay, and reimburse and hold Certiport harmless from and against, all taxes of any character incurred by Company and resulting from the purchase and/or sale by Company of any Products or Services.
- 21.12. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, all of which shall constitute the same agreement.
- 21.13. Language. Written in English, this Agreement shall be construed and interpreted in accordance with this language regardless of any translation required for execution.
- 21.14. Publicity. Company shall not issue any press release or publicity that relates to this Agreement without the express written consent of Certiport.
- 21.15. Review. Company acknowledges that it has reviewed this Agreement in its entirety and has had a full opportunity to consult with counsel regarding the Agreement's terms. Therefore, Company expressly waives any and all applicable common law and statutory rules of construction that might hold that any provision of this Agreement should be construed against the Agreement's drafter, and agree and affirm that the Agreement and all provisions thereof shall in all cases be construed as a whole, according to the fair meaning of the language used.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives.

Aditya College Of Engineering

NCS PEARSON, INC.

By: BABJI NEELAM

By: Ray Murray

Title: Technical Head

Title: VP & GM

Date: July 18, 2019

Date: July 18, 2019

EXHIBIT A

Certiport Authorized Testing Center (CATC) Policies, Guidelines and Procedures

Certiport is committed to ensuring that its Certification Exams are respected and valued in the marketplace. Accordingly, Certiport takes appropriate measures to ensure that the integrity of its Exams is not compromised. Certiport also holds CATCs accountable for taking steps to prevent and detect fraud and breaches of Exam security.

1. CATCs are required to strictly enforce the following rules:

- 1.1 The CATC must verify at least one form of Examinee identification bearing a photograph and the Examinee's signature. An example of an acceptable form of identification is a government issued identification or student identification issued by an academic institution.
- 1.2 The CATC must not allow recording devices, including paper, pens, pencils, cameras, computers, handheld computers or communication devices, such as telephones or pagers, in the testing area.
- 1.3 The CATC may permit an Examinee to take a break during testing if requested, but must inform the Examinee that the testing clock cannot be stopped during the break. Examinees must not be permitted to conduct activities during a break that may compromise Exam security, to include using a telephone and communicating with other examinees.
- 1.4 The CATC must ensure that Examinees are seated a distance of no less than four (4) feet or (1.25 meters) apart from one another in the testing area to minimize distractions and prevent cheating.
- 1.5 Use of equipment such as printers, facsimile machines, copiers, or telephones is not permitted in the testing room while testing is in progress.
- 1.6 CATCs must ensure that each Exam is actively proctored and that Proctors have an unobstructed view of each examinee in the testing area.
- 1.7 Proctors may answer questions regarding the functionality of the Exam software, but may not answer questions related to Exam content or provide instruction of any kind.
- 1.8 If a Proctor observes an Examinee cheating, the Proctor must immediately terminate the Exam. The Proctor must inform the Examinee that his/her exam results will be nullified and that he/she will receive no refund or certificate.

2. Retest Policy

CATC System Administrators are required to enforce the Certiport's retest policy:

Certiport provides many exams that require different retest policies. These policies must be adhered to and enforced by the CATC, and can be found at www.certiport.com by selecting "Exam Policies" under the "*Test Candidates*" menu item and then selecting the link for "Exam Retake Policy".

Examinees participating in Exam beta-testing may take each beta-exam only once unless otherwise authorized by program administrators.

3. Ensuring Exam Validity

Certiport conducts periodic data forensics to identify patterns of aberrance in Exam results that help detect cheating or content piracy. For example, forensic indicators such as types of responses, latency, pass rates and retakes may reveal patterns of cheating, collusion or piracy. However, prevention and early detection are critical elements that require the close cooperation of CATCs. Therefore, in addition to relying on CATCs to provide industry standard monitoring during testing, Certiport requires that CATCs ensure that Certiport System Administrators ("Administrators") and Certiport Exam Proctors ("Proctors") are sufficiently trained to provide good quality oversight of testing. Training must include familiarizing staff with prevalent methods used to cheat, learning what measures to implement to prevent cheating and how to identify cheating when it does occur.

Administrators and Proctors who observe violations of rules must immediately document and report all relevant facts supporting the conclusion that a violation occurred to the appropriate Certiport Authorized Distributor or to Certiport customer services representatives. Reports should include date, time and location of the incident, name of Examinee, name and version of Exam taken.

4. Accommodation of Disabilities

As a worldwide provider of Certification Exams, Certiport is committed to ensuring that those persons with the desire to certify their proficiency in the use of computers should have the opportunity to do so. Certiport, accordingly, embraces the Americans with Disabilities Act (ADA) as well as other global accommodations for disabilities designed to advance those goals. CATCs are required to comply with local laws requiring reasonable provision of access to Examinees with disabilities.

In keeping with this commitment, Certiport will expand and refine its Products and Services to enable greater numbers of Examinees with documented disabilities to register for, schedule and take Exams.

Certiport and CATCs require advance notification of requests for accommodation(s) as well as a reasonable amount of time to review and implement such requests. Certiport and CATCs are not obligated to accommodate Examinees with language limitations unrelated to a documented disability (i.e.; English as a second language, literacy, etc.), nor to provide unlimited time for the

completion of Exams that are designed to certify not only knowledge, but also efficiency in the use of desktop computers.

Requests for Accommodations of Disabilities

Further information be found at www.certiport.com by selecting “Exam Policies” under the “Test Candidates” menu item and then selecting the link for “Accommodation of Disabilities”. Examinees who wish to request accommodations may do so by following the directions under the “Process to Apply” section of the *Accommodation of Disabilities* page.

Test accommodations are individualized and Certiport will consider accommodations on a case-by-case basis. Examinees who have been notified that their request for an accommodation has been approved by Certiport must notify the CATC of the accommodation when scheduling the exam. Examinees should allow for additional time when requesting and scheduling accommodations.

EXHIBIT B

Territory and Sectors

1. **Company Participation:** Company and Certiport agree that Company shall participate in and only in the following:

All “Certiport Products and Services”

2. **Territory:** As described in the CATC™ Agreement, Company is appointed as a CATC™ authorized to provide Certiport Products and Services only in the Territory described below:

India

3. **Sectors:** Within the Territory described above, Company is appointed as a CATC™ authorized to provide Certiport Products and Services solely in the Sectors that are indicated below:

Higher Education (Postsecondary)

Exhibit C - Branding Guidelines

Certiport Authorized Test Center Agreement

CERTIPOINT LOGO USAGE GUIDELINES

LOGO



CLEAR SPACE:
Clear Space (X) is equal
to the height of the "C"
in "Certiport".



MINIMUM SIZE



	Print	Online
X	.825" (21 mm)	96 pixels

INCORRECT USAGE
Do not redraw or modify
the logo in any way.
Use artwork exactly as
provided.





Aditya College Of Engineering

Is hereby granted authorization to offer Certiport exams and is an approved

Certiport Authorized Testing Center

A handwritten signature in black ink, appearing to read "Robert Whelan", with a horizontal line underneath.

ROBERT WHELAN
President and Chief Executive Officer
Pearson VUE

July 25, 2019



STATEMENT OF WORK

The Statement of Work (SoW) is entered on **23rd September 2019** between **Amphisoft Technologies Private Limited** bearing CIN (U72200TZ2009PTC015148) and having its Registered Office at No.123 to 127 Kattoor Street, Gandhipuram, Coimbatore – 641 037, Tamil Nadu, India and Aditya College of Engineering, Andhra Pradesh.

Effective Date: 23rd September 2019

Duration of Agreement: 1 year

INTRODUCTION/BACKGROUND

Amphisoft Technologies Private Limited is a product based Company, established in 2009 under the laws of Companies Act 1956, which is into developing powerful software engines entrusting core automation. It provides different services rendered towards recruitment, staffing, training, hire-train-deploy and platform as a service etc.

Terms & Conditions:

- I. This SoW is for collaboration between both the parties, for mutual benefit to enhance the quality of the educational experience and student's technical skilling.
- II. This SoW shall be valid for 1 year from the date of signing and each party shall be at full liberty to renew/discuss the tenure of the agreement at the end of 1 year depending on the need & quality of knowledge imparted to college & the quality as perceived by the recipients.
- III. Both parties shall take all reasonable steps to ensure the successful completion of the collaboration and cooperate with each other in duly carrying out the obligations agreed upon.
- IV. Aditya College of Engineering shall provide all the necessary facilities including infrastructure, network and Internet access for continuous learning.

Amphisoft shall provide Aditya College of Engineering with adequate intellectual contents, handouts, regular emails, information brochures and posters on a regular basis to create awareness about the engagement. Aditya College of Engineering shall return any returnable materials to Amphisoft on the termination or expiry of this SoW, or when requested.

Model for Students:

- I. Students will be trained with the following course:
 1. Problem solving and programming in Advanced C, Data structures and Algorithms
 2. Problem Solving and Programming in Java and SQL
 3. Problem Solving, Data Structures and Algorithms through Python + SQL
- II. Assessments will be conducted on regular basis.

Section 1 – Program and batch details

Full Name of the College	Aditya College of Engineering
Program Name	College Platform services
Total Program Duration	1 Year
Degree and Passing out year of students	B.E/B.Tech CSE,ECE-2021
Semester of Study of students	5th Semester
Total No of students	88

- Any request for change in training dates needs to be communicated **Amphisoft Technologies** atleast 7 working days in advance.
- Even if communicated 7 working days in advance, **Amphisoft Technologies** is not automatically liable to deliver the service on the revised dates. **Amphisoft Technologies** will reconfirm the possibility of service delivery based on availability of trainers, ease of trainers' travel and accommodation and other constraints.
- Once the SoW is signed, our Accounts Manager (AM) from **Amphisoft Technologies** will be in touch with you to plan finer details of logistics. Details of the Accounts Manager (AM) are:

- Name - Dr. S. Kalpana Shanmugam
- Designation - Accounts Manager
- Mobile Number - +91 97866 94242
- Email ID - kalpana@amphisoft.co.in

DECLARATION: I have read and understood Section 1 – Program and batch details and I agree to the same.



Dr. A. Ramesh

(Principal – Aditya College of Engineering)

PRINCIPAL

Aditya College of Engineering
SURAMPALAM-533 437



Mrs. Punitha T

Managing Director – Amphisoft)

Section 2 – Billing Terms and Conditions

Duration of Program	1 Year
Price per Student	Rs. 1500/-
GST(%)	18%
Total Price per Student (inclusive of taxes)	Rs. 1770/-
Total price per student for whom materials will be sent (as per attached batch-list)	Online – no material to be sent
No of Students to be billed	Number of students who attend at least one session of the training program
Total Contract Value	Rs.1,55,760
Additional Students	NA
User Validity is 1 Year from commencement of program	

NOTE: Mr Keerthi Prabhu K, Finance Manager, Amphisoft Technologies will be in touch with the college SPOC for invoicing and payments. SPOC details are:


Amphisoft Technologies Finance Manager Details:

- Name - Mr. Keerthi Prabhu K
- Designation - Finance Manager
- Mobile No - +91 98655 84245
- Email - accounts@amphisoft.in

Aditya College of Engineering Administrative Officer Details:

- Name - Mr Devu Adinarayana
- Designation - Manger Accounts
- Mobile No - 9705276663
- Email - accounts@aec.edu.in

DECLARATION: I have read and understood Section 2- Billing Terms and Conditions and I agree to the same.



Dr. A. Ramesh

(Principal – Aditya College of Engineering)

PRINCIPAL

Aditya College of Engineering
SURAMPALM-533 437




Mrs. Punitha T



(Managing Director – Amphisoft)

Section 3 – Payment Schedule – Terms & Conditions

Amount Payable	Rs.1,55,760
Payment Schedule	NA
Last date for payment of advance amount (failing which the training will not be delivered)	Before 30 th September 2019
Maximum Credit Period for Balance Payment	Approx. 15 days from the date of invoicing
Last Date for Balance Payment	NA
Mode of Payment	By Cheque or DD, favoring Amphisoft Technologies Private Limited. OR By NEFT / RTGS Transfer to:
	Account Holder Name Amphisoft Technologies Private Limited
	Account No 001605010704
	Bank Name ICICI
	Branch Name Trichy Road, Coimbatore, TamilNadu.
	IFSC Code ICIC000016
NOTE: Cash payments will not be accepted	

DECLARATION: I have read and understood Section 3- Payment Schedule - Terms and Conditions and I agree to the same. I also agree that disputes if any are subject to jurisdiction of Coimbatore courts only.

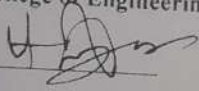
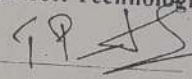

Dr. A. Ramesh
 (Principal – Aditya College of Engineering)
PRINCIPAL
Aditya College of Engineering
 SURAMPAL EM-533 437





Mrs. Punitha T
 (Managing Director – Amphisoft)

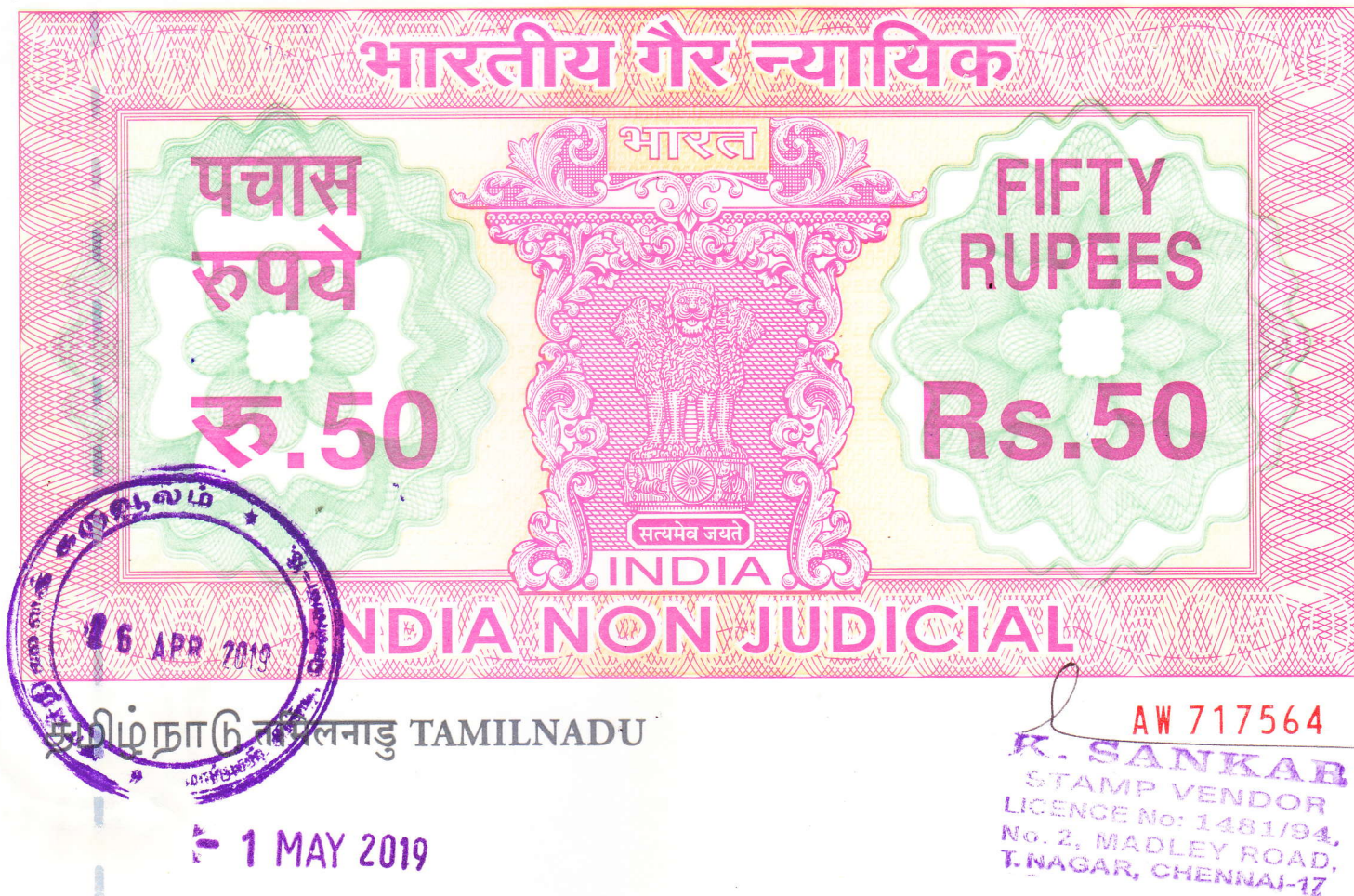
ENTIRETY OF AGREEMENT AND ACCEPTANCE

This Statement of Work and any amendments hereto, together with the Agreement, constitute the entire agreement and understanding between Amphisoft and the Aditya College of Engineering with respect to the subject matter hereof, and supersede all previous agreements, proposals, understandings, negotiations and discussions, whether oral or written, between the parties with respect thereto.

This Statement of Work may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. To the extent there is any conflict between the terms of this Statement of Work and the terms of the Agreement, the terms of the Agreement shall govern and prevail unless expressly stated otherwise in this Statement of Work.

Aditya College of Engineering	Amphisoft Technologies
By: 	By: 
Name: Dr. A. Ramesh	Name: Punita (Director)
Title: Principal	Title: Managing Director
Date: 30/10/2019	Date:





MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (MOU) is entered on 10th Day of June 2019.

Between

CL Media Ltd (hereinafter referred to as 'CLM'), a company incorporated under the Indian Companies Act, 1956 having its registered office at **A-45, First Floor, Mohan Cooperative Industrial Area, Main Mathura Road, New Delhi – 110044** and is a 100% subsidiary of CL Educate Limited, and represented by its undersigned of the ONE PART;

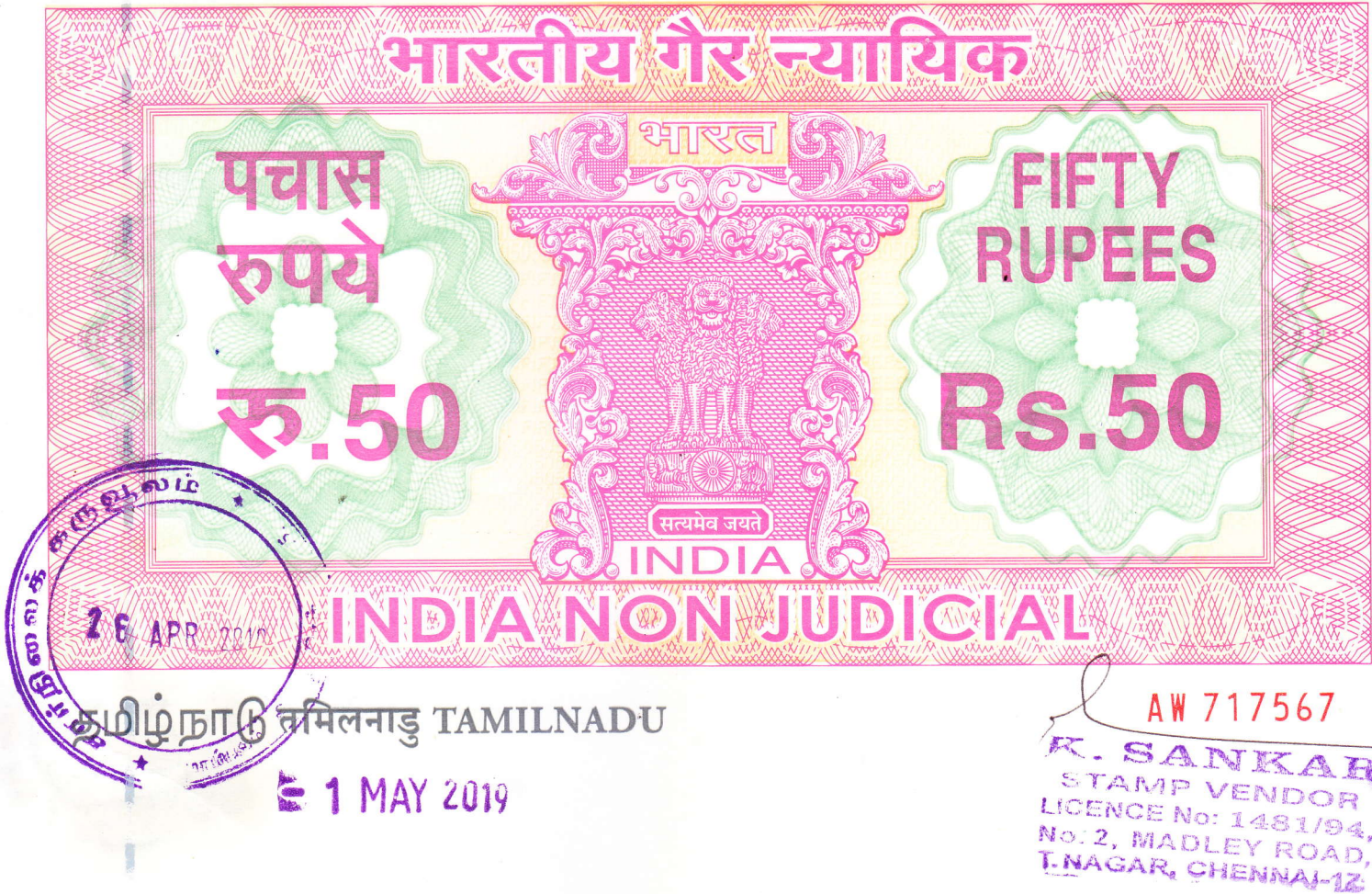
And

Aditya Group of Institutions (hereinafter referred to as 'AGI'), having its campus at **Aditya Nagar, ABD Road, Surampalem, East-Godavari District, Andhra Pradesh, Pin: 533437** represented by undersigned of the OTHER PART;

Whereas, CLM and AGI shall be hereinafter jointly referred to as the "Parties" and singularly as a "Party", the Parties has decided to agree to establish industry-academic collaboration in areas of

N. Sankar Reddy
VICE-CHAIRMAN
ADITYA EDUCATIONAL INSTITUTIONS
SURAMPALEM

N. Sankar Reddy
1st Floor,
Mohan
Cooperative
Industrial Area New Delhi-44



mutual interest and in accordance with terms and conditions set forth in this Memorandum of Understanding (MOU). CLM and AGI agree on following:

SCOPE OF WORK:

CLM will provide Consultancy, Solutions & Services for setting up a Research Incubator in AGI under the Aegis of Accendere (Accendere Knowledge Management Services: A CL Educate group entity, focused on Research, hereinafter referred to as 'AKMS').

About Accendere:

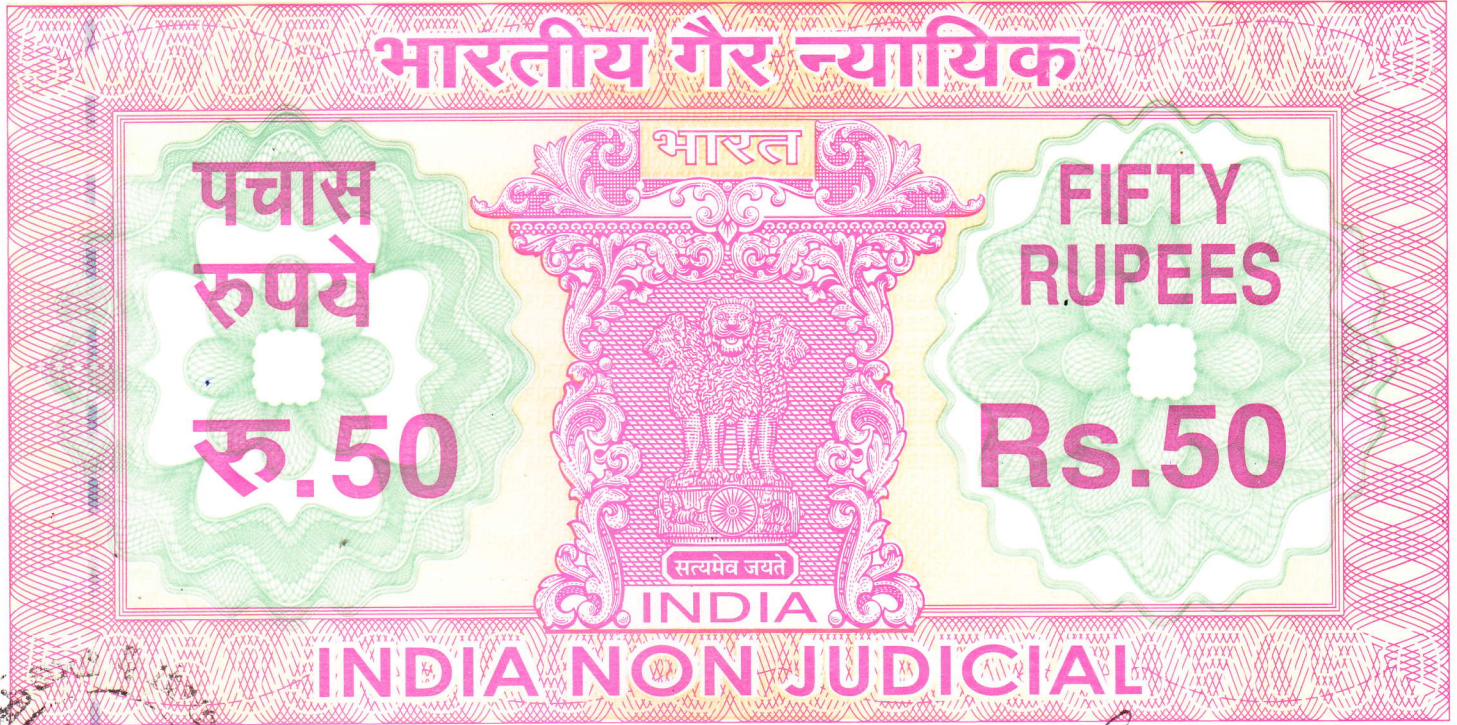
Accendere Knowledge Management Services (AKMS) is focused on Research and help clients like Educational Institutes & Corporates to imbibe a culture of Research, Setup Process and create Research Papers and extend support in publishing it in relevant Journals or Present in relevant Conferences.

The work would encompass variety of activities Viz. Enabling the 900 Students from ECE & EEE Streams who are entering their Second Year in June 2019, to understand the Research Process, Formation of Research Groups, Tagging students to AGI Faculty for Mentorship, Conduct Class Room Sessions on Research Methodology & Statistics, Identification of Topics in association with Mentors, Shortlisting potential papers for Literature Survey, Copy Editing, Identification of Journals &

N. Sankar Reddy
VICE-CHAIRMAN
CITY EDUCATIONAL INSTITUTIONS
SURAMPALEM



N. Sankar Reddy



தமிழ்நாடு தமிலநாடு TAMILNADU

1 MAY 2019

AW 717568

K. SANKAR
STAMP VENDOR
LICENCE No: 1481/94,
No. 2, MADLEY ROAD,
T. NAGAR, CHENNAI-12

Conferences for presenting the research paper, Assistance in Publishing & Presenting, Creation of Articles that show the competence of students for Promotion of AGI.

The students will be divided into groups consisting of 3 students in each group. One faculty mentor from AGI will be assigned to each group. The entire process will be coordinated by Three (3) Full-Time Research Coordinators from AKMS. The Research Coordinator will be dedicated to Aditya Group of Institutions and will be available in their campus as per their Academic Calendar, for executing the work. The Coordinators shall work to ensure maximum productivity is derived from the initiative.

AGI would also be provided Access to AKMS's proprietary "Research Incubator Software" with secured Login provided for all the Research Students and Mentors (Faculty of AGI). The software helps AGI Management to keep track of the Progress of Research Incubator services provided by CLM and AKMS.

Each Party shall appoint one nodal officer to periodically review and identify ways to strengthen cooperation between them.

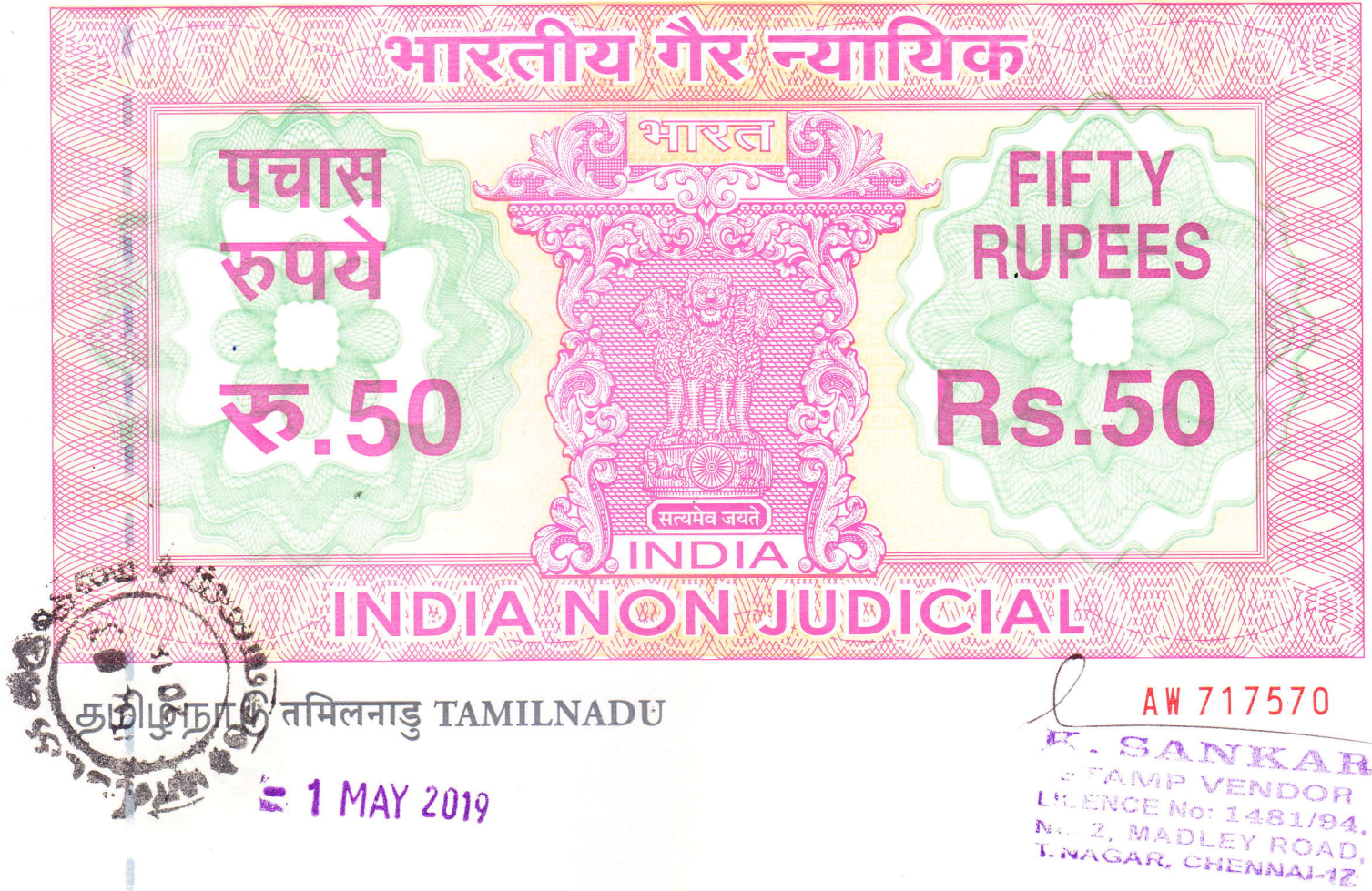
AKMS shall setup an Accendere Innovation Center which shall be the cornerstone of the above activities on campus.

N. S. S. Reddy

VICE-CHAIRMAN
ADITYA EDUCATIONAL INSTITUTIONS
SURAMPALAM



N. S. S. Reddy



Basis discussions, other aspects of engagement shall include but not limited to the following:

- Student motivation and encouragement sessions
- Listing of Student and Faculty Research Projects in the CL's WAIN (Worldwide Academia Industry Network) Platform.
- One Faculty Development Program every Quarter.
- Support AGI Faculty to review their Funding Proposals to enhance it's quality.

CLAUSE OF CONFIDENTIALITY:

CLM maintains high levels of confidentiality and pledges not to disclose any client specific data, company information or any sensitive information (Including research topics or patent models) that may otherwise prove detrimental to AGI. CLM also urges AGI not to disclose any service provider data, training materials, handouts, presentations, training tools or any other specific material that may otherwise prove detrimental to the CLM.

EXIT CLAUSE:

The parties may choose to exit this agreement unilaterally by providing 3 (Three) month's notice to the other party or under mutual consideration. All payments due for services provided upto the period where the MoU is in force will have to be paid in full.

N. Sankar Reddy
VICE-CHAIRMAN
TYA EDUCATIONAL INSTITUTIONS
SURAMPALAM



NON-COMPETITION CLAUSE:

Under the Non-Competition clause, any of the party cannot hire or take any kind of service from any of other party members associated with the implementation of research incubator for a period of three years after the expiry of the validity of this MOU.

INNOVATION COVENANTS:

1. All papers presented/published shall carry AGI and AKMS as affiliations
2. AGI shall create a special fund of Rs.10,00,000 (Rupees Ten Lakhs Only) for every 300 students to help procure consumables, pay for usage of Equipments in other Institutions, Applying and Attending specific conferences, etc., for research, basis discussion with the Mentor from AKMS. This fund shall be controlled by the Management of AGI.
3. All patents that come out of the Research Incubator Initiative shall have AKMS as a co-owner. Any future revenue realization arising from the patent shall have 30% of the revenues going to AKMS. AGI is free to decide on the split of any future revenue between the inventor(s) and AGI by means of a contract between the inventor(s) and AGI. AGI may choose to be another co-owner of the patent.

Inventors(s) is(are) the individual(s) who has(have) worked towards creating the patent.

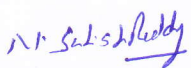
The owners of patents can do the following with their rights, basis mutual discussion and agreement between them.

- License the patent to one or more parties for royalties
- Sell the patent rights
- Sue a patent infringer
- Manufacture, offer for sale, sell or use a product covered by the patent without infringing the patent

FINANCIALS:

The Total Engagement period would be for Twelve (24) Months and CLM and AKMS will deploy Three (3) Full-time mentor at AGI to execute this program.

AGI agrees to pay a total Professional fee of Rs.60,00,000 (Rupees Sixty Lakhs Only) excluding GST to CLM for the Academic Year 2019-20 (Twelve Months period of June 2019 to May 2020) for the 2018-2022 batch students who would be entering their Second year as on June 2019 in the ECE & EEE Streams. AGI agrees to pay the same value of Professional fee (Rs. 60,00,000 – Rupees Sixty Lakhs Only, excluding GST) for the Academic Year 2020-21 as well, for the same 2018-2022 batch of students (Twelve Months Period of June 2020 to May 2021), to complete the Total Engagement period


VICE-CHAIRMAN
ADITYA EDUCATIONAL INSTITUTIONS
SURAMPALEM



of Twenty Four (24) Months.

Minimum Twenty Five (25) Faculty members will also participate in the research incubation from AGI.

AGI and CLM may choose to extend this to other programs / streams also under mutual consent. The same method may be used to calculate the fee payable for the next batch(2019-2023) of students who will enter their second year as on June 2020 For ECE & EEE Streams.

The payment would be made in the form of RTGS or Cheque (Favoring CLM) as follows:

- Rs. 5,90,000 (Rupees Five Lakhs, Ninety Thousand Only) including 18% GST on or before 10th of every month, starting from June 2019 to May 2021 (24 Months).

The scope of activities agreed upon, would start only after the respective payments are received by CLM as per the above schedule.


In addition to the Professional fee, AGI agrees to pay a success fee as below to CLM on a per paper basis earned by the Research success matrix as defined below:

Type of Research Paper	Indicative No. of Papers	Success Fee Per Paper - Excluding GST (Rs.)
Research Papers in Conference(s), UGC Journals	40	5,000
Research Papers in Peer-Reviewed Journals (Scopus, IEEE, etc.,)	100	15,000
Research Papers in Peer-Reviewed Journals (WoS, SCI, SCIE, PubMed, etc.,)	40	25,000
Patent Submission & ABDC Journals - A* Category	-	50,000
Grand Total	180	

The actual number of paper against each Type of Research Paper may vary from the above indicative numbers. The Invoice for success fee would be raised at the end of 24 months basis the actual number of Research papers communicated till then, in each Type of Research Paper mentioned above. GST would be applicable as extra on the total value of the Invoice, calculated basis the above matrix.

This shall be payable on a regular basis within Fourteen (14) days of invoices being submitted by CLM with relevant supporting documents.

AKMS shall also deserve a 20% success fee of total grant amount for all successful extramural research funding obtained through projects in which AKMS has significantly contributed to design, development and successful grant of research funding from government, non-government and industrial sources.


VICE-CHAIRMAN
ADITYA EDUCATIONAL INSTITUTIONS
SURAMPALEM





INDEMNIFICATION

- a) Both the parties agree to indemnify each other with respect to any claims, loss or damage, unless such claims, loss or damage result from the negligence or acts of any of the party or its employees.
- b) Each party agrees to assist the other party in taking appropriate action and further agrees to commence such action if legal necessity so requires.

EFFECTIVE DATE:

This MOU will take effect from the date it is signed by representatives of the Parties.

This MOU outlines the Scope of Services and the Professional Fee and Success Fee payable for a period of 24 months for the for the 2018-2022 batch of students who would be in their Second year as on June 2019 in the ECE & EEE Streams.

The Scope of Services for next batch (2019-2023) of students who will be entering their second year as on June 2020 for ECE & EEE Stream shall be discussed and finalized separately.

The MOU would provide for all the activities as agreed upon between CLM and AGI to be executed in totality, in the eventuality of MOU expiring before the completion of Activities.

Extensions may become effective upon final signature of the appropriate parties.

GOVERNING LAW AND DISPUTE RESOLUTION:

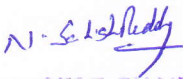
Any Dispute connected with formation, performance, interpretation, nullification, termination, or invalidation of this Agreement or arising therefrom or related thereto in any manner whatsoever shall be resolved by mutual discussion or conciliation between the Parties.

If the Dispute is not settled between the Parties within 90 days' time, it shall be referred to a sole

arbitrator to be jointly appointed by the Parties. In case the Parties do not agree on appointment of a sole arbitrator, then the matter will be referred to a panel of three arbitrators, constituted by one arbitrator each to be appointed by both the Parties and the third arbitrator to be appointed by the two duly appointed arbitrators. The arbitration will be conducted in accordance with the provision set forth in the Indian Arbitration and Conciliation Act, 1996 (the "Act").

The place for holding such arbitration proceedings shall be New Delhi or Vijayawada. Arbitration shall be conducted in English language. The decision of the Arbitrator shall be final and binding upon both the parties.

The parties agree that only the Courts in New Delhi or Vijayawada in the Republic of India shall have jurisdiction to entertain proceedings related to this Agreement whether during pendency or after expiry/termination. No other court shall have jurisdiction.


VICE-CHAIRMAN
ADITYA EDUCATIONAL INSTITUTIONS
SURAMPalem





SIGNED IN DUPLICATE:

This MOU is executed in duplicate with each copy being an official version of the Agreement and having equal mutual validity.

Mr. Satish Reddy

VICE-CHAIRMAN
ADITYA EDUCATIONAL INSTITUTIONS
For Aditya Group of Institutions

Mr. Satish Reddy
Vice Chairman

For CL Media Pvt. Ltd.,

for N. Mahajan
Mr. Nikhil Mahajan
Executive Director and Group CEO





EXCLUSIVE LISTING AGREEMENT

This EXCLUSIVE LISTING agreement is made at **Surampalem, East Godavari District, Andhra Pradesh** on 1st day of August 2019, by and between **Younify Applications Private Limited**, a company registered under the Companies Act, 2013 [Vide CIN: U72900TG2019PTC132440] and having its Registered Office at **Plot No. 557, Flat No. 302, Sri Towers, MIG-2, Road No.2, KPHB Colony, Hyderabad, Telangana India** duly represented by its Authorized Signatory hereinafter referred to as "Younify / Younify Studio / Younify Radio / Younify Campus Radio / Younify App / Studio / Radio / Owner" (which expression unless it be repugnant to the context or meaning thereof shall mean & include its successors & permitted assigns unless the context otherwise excludes) of the First Party, and

ADITYA COLLEGE OF ENGINEERING a
society/Trust registered under ADITYA ACADEMY vide
Reg.No. 167/1984 carrying on the activities of a college, school, university or any
other government-approved educational institution, and having its Registered Office at **Aditya
Nagar, ADB Road, Surampalem, East Godavari District, Andhra pradesh, INDIA**. duly
represented by its Authorized Signatory hereinafter referred to as "School / College / University /
Educational Institution / Institution / Partner / Entity", (which expression unless it be repugnant to
the context or meaning there of shall mean and include its successors and permitted assigns unless
the context otherwise excludes) of the SECOND PARTY.

Younify and the entity may hereafter be referred to collectively as the "Parties" and individually as
the "Party".

Younify is into a technology-based software venture through its website www.younify.com and
through its app(s) and any other online and offline offerings including, but not limited to, Younify
Radio, Younify Studio and other variant carrying the term "Younify" ("Younify") developed specially
for its users, customers and others.

THE PARTIES wish to enter into this Agreement on the terms and subject to the conditions
contained herein;

NOW THEREFORE THIS AGREEMENT WITNESSES that in consideration of the mutual promises and covenants herein contained and for other good and valuable consideration (the receipt and sufficiency of which are hereby acknowledged) the parties hereby agree as follows:

1. **DEFINITIONS:**

- i) **"Affiliate"** shall mean with respect to Younify, any person directly or indirectly, controlled by, or under direct or indirect common control with Younify; with respect to the entity, any person directly or indirectly, controlled by, or under direct or indirect common control with the entity and "Control", "Controlled" or "Controlling" shall mean, ownership of more than fifty percent (50%) of the (i) voting power to elect the directors of the said entity, or (ii) ownership interest in the said entity.
- ii) **"Applicable Law"** shall mean any law in India that is applicable in a particular context and includes courts, both Central and State legislations as may be amended or repealed from time to time, including but not limited to the Indian Contract Act, 1872, and any administrative, judicial and quasi-judicial rulings and delegated legislation such as regulations, rules, guidelines and notifications as may be issued by the Authorities from time to time.
- iii) **"Authority or Authorities"** shall mean the Government of India, the relevant State Government, or other statutory and local authorities, courts, tribunals etc. as the case may be.
- iv) **"App"** means the medium/software or web or mobile or offline platform under "Younify".
- v) **"Effective Date"** shall mean the date stated at the beginning of this Agreement.
- vi) **"Customer"** shall mean the students, stakeholders and any other users who may use the app for consuming information, news, media or any other offering from Younify at the entity.
- vii) **"Entity/ Partner/ Partner Entity"** shall mean the school, college, university or other educational institutions, or other business which is the second party in this agreement.
- viii) **"Younify Product"** shall mean the application/app developed by Younify, Website/ mobile/ internet/ any other platforms developed by Younify for the purpose of this Agreement.

2. **SCOPE:**

- 2.1 The purpose for which Younify and the entity are cooperating under this Agreement shall be strictly limited to the purpose as described in this Agreement. In the event either Party has other business dealings with Customer outside of the scope of this Agreement, the other Party shall have no liability or responsibility whatsoever for such

dealings. Further any other agreement or business arrangement between the Parties to this Agreement and the Customer shall have no bearing on the obligations of the Parties herein.

2.2 Younify will be developing Younify Product, which may include the facilitation of interactions between the entity and the end customer, as well as between customers. Younify Radio will be a wholly owned, proprietary radio station owned and operated by Younify, for every city and/or campus. Younify will also allow for the entity's users to interact in various ways, including messaging, activity and other offline and online coordination and will also allow them to share and consume data, information, news, and any other media as they deem appropriate. Younify will facilitate the technology and ability of the users to connect, and the Entity is interested in listing itself on/in Younify's app(s) and/or platform(s).

3. DUTIES AND OBLIGATIONS:

Either Party shall be solely responsible for getting all approvals, for providing its portion of the Services to the Customers from all relevant Authorities, payment of any applicable fees, charges, taxes and maintaining correct documentation in respect thereof. The relevant duties and obligations of the parties are listed hereunder:

3.1 Duties and Obligations of Younify:

Younify shall:

- a) be responsible for compliance with all Applicable Laws while performing its obligations under this Agreement;
- b) ensure that the Younify, unless in the event of any exigent circumstances or remoteness of the location of the venue, or unavailability of Internet connectivity, works in order to ensure that its technology process occurs as smoothly as possible;
- c) ensure that selection, training and enablement of students to operate the campus radio offering is governed (by its own set of Standard Operating Procedure(s)) and executed;
- d) ensure that all technical processes, infrastructure and support services are installed at Younify's exclusive discretion, used and maintained reasonably at all times, including availing of licenses of any music or content rights that may be required from time to time;
- e) ensure to provide to students of the partner entity, opportunities to participate formally in Younify's radio offering, as under the following roles of Radio Jockey(s), programme schedulers, technicians or activity coordinator(s), or any other role as may be deemed necessary from time to time;
- f) roll out the Younify app(s) offering(s) on the partner campus(es) as applicable

3.2 Duties and Obligations of the entity:

The entity shall:

- a) be responsible for compliance with all Applicable Laws while performing its obligations under this Agreement;
- b) indemnify Younify, in the event Younify suffers any loss/damage due to the entity's or entity's users'/customers' non-compliance of Applicable Laws/Regulations or entity's License(s) being terminated due to any reason whatsoever or violation of Clause 3.2 (a) above, then notwithstanding anything in the limitation of liability clause, the entity shall indemnify Younify to the extent of all direct damages/losses suffered due to such reason(s);
- c) provide Younify with the agreed premises for use by Younify Radio, clearly earmarked, under a separate Rental or Lease Agreement/ Deed for aforesaid premises, including electricity, Internet access, water, utilities and other infrastructure as may be reasonably deemed necessary & mutually agreed upon;
- d) respond immediately to Younify within 24 hours of any query being raised by Younify, to ensure continuity of operations;
- e) work with Younify promptly to ensure that any and all requirements necessary to ensure complete and satisfactory fulfilment of the Entity's and Younify's shared objectives at all times.

4. COMMERCIAL TERMS:

4.1 Revenues:

For all revenues explicitly and solely arising out of, and because of, or due to, the Entity's listing on/in/with Younify Campus Radio, the Entity will be entitled to 70% nett of maintenance fees and running costs including student payments, as necessary, of only such revenues as fulfilling the aforementioned conditions. All other revenues that may arise from Younify's efforts are solely and exclusively reserved by and for Younify. There shall be no guaranteed revenue to the Entity and the transfer may depend on the revenues earned in that or out of that Entity.

4.2 Payments & Transfers:

Younify shall transfer the proceeds of aforesaid Revenues to the Entity, to a bank account as specified and communicated to Younify by the Entity in writing at the time of signing of this Agreement, within a period of seven (7) days of credit and receipt of the same Revenues to Younify.

4.3 Contact Person:

Both parties hereto shall appoint a contact person and an alternate and notify each other of their names, addresses and contact numbers (including e-mail, telephone, telex and

fax numbers). The respective contact persons and their alternates shall be fully acquainted with the Service and with this Agreement. Each party shall notify in writing the other party of any change in the appointment of their contact person and/or the alternate.

5. TERM AND TERMINATION:

5.1 The term of this Agreement shall be for a period of three (3) years ("Initial Term") with annual review, subject to earlier termination as provided for in Clause 5.3. Thereafter, this Agreement shall continue for successive terms of twelve (12) calendar months each ("Renewal Term") by mutual agreement of the Parties

5.2 In case of any changes in the composition of the entity's management or transfer of control in part or full of the entity to one or more parties, this Agreement shall be binding on the new management or all such Parties. In such event Younify shall have the discretion to decide whether to continue taking the entity's portion of the Services under the new management or terminate this Agreement without incurring any liability whatsoever.

5.3 Both the parties shall have the right to terminate this Agreement by giving a written notice of two (2) months without incurring any liability whatsoever. Termination may also occur on breach or violation of this Agreement, with a stipulated period of rectifying said breach or violation of 30 days to be granted to the party breaching the Terms of this Agreement.

5.4 Younify or the Entity shall have the right to terminate the Agreement with immediate effect, if the entity or Younify is in breach of any Applicable Law that may be applicable to this Service or if required by the Authorities.

6. INTELLECTUAL PROPERTY RIGHTS:

All intellectual property rights existing prior to the Effective Date of this Agreement shall belong to the Party that owned such rights immediately prior to the Effective Date. All intellectual property rights existing after the Effective Date of this Agreement shall belong to the Party that created such rights immediately after the Effective Date, and Younify hereby solely reserves all rights to distribute aforesaid intellectual property which may or may not be subject to the individual creator's acceptance of Younify's user Terms & Conditions & Privacy Policy. The Parties shall not gain by virtue of this Agreement any rights of ownership of copyrights, patents, trade secrets, trademarks or any other intellectual property rights owned by such other Party. The parties can use the marks, logos of other party, for marketing purposes after getting written consent from the relevant party and, request by a party for such purposes will be responded immediately by the other party.

7. LIMITATION OF LIABILITY

Except for claims arising out of events mentioned in Clause 3.2 (b), 8.1 and 8.2 and the Parties' obligation of confidentiality, in no event shall a Party be liable hereunder to the other Party or to any other person, firm or entity in any respect, of any indirect, consequential, special, incidental, or punitive damages (including without limitation, loss of business, revenue, profits, goodwill, contracts, revenues, anticipated savings or increased costs or expenses) of any kind or nature whatsoever, even if foreseeable, arising out of or relating to the Services or the obligations of a Party under this Agreement. In no event shall Younify's total aggregate liability hereunder be greater than zero.

8. INDEMNITY

8.1 The entity shall indemnify Younify against any claims by third parties (including Governmental Authority(s)) and expenses including legal fees and court costs respecting (i) personal injury or death caused by such entity's negligence or willful misconduct, (ii) breach by entity of Applicable Laws, rules and regulations.

8.2 The entity shall indemnify Younify against any damage that may be caused at the premises during the installation of services, if such damages arise out of the negligence of the entity.

9. CONFIDENTIALITY:

Commencing from the date of the Agreement each Party will protect as confidential, and will not disclose to any third Party, any Confidential Information.

The Parties will use Confidential Information only for the purpose of the Agreement. The foregoing restrictions on use and disclosure of Confidential Information do not apply to information that: (a) is in the possession of the receiving Party at the time of its disclosure and is not otherwise subject to obligations of confidentiality; (b) is or becomes publicly known, through no wrongful act or omission of the receiving Party; (c) is received without restriction from a third Party free to disclose it without obligation to the disclosing Party; (d) is developed independently by the receiving Party without reference to the Confidential Information, or (e) is required to be disclosed by law, regulation, court or governmental order **provided that the disclosing Party is notified of such requirement.**

For the purpose of this Agreement "Confidential Information" means all information contained in any media and format, designated as such by either Party including (i) technical or business information or material; (ii) proprietary or internal information of either Party, including but not limited to samples, apparatus and equipment, business policies, customer databases, developments, trade secrets, know-how and personnel information regarding third Parties; (iii) information disclosed pursuant to the Agreement and (iv) Customer data including any data of customer passing through the network; (iv) all such other information which by its nature or the circumstances of its disclosure is confidential.

Parties shall not at any time disclose to any person except if such disclosure is a statutory, regulatory or license requirement. For the purposes of this sub-clause, each Party shall give notice to the other Party subject to, and to the extent permitted such notice in not in breach

of any statutory, regulatory or service license conditions of respective Parties, to which the respective Party is legally committed to.

10. FORCE MAJEURE:

Neither party shall be liable to the other under this Agreement, for failure to perform any obligations under this Agreement, or for any loss or damage which may be suffered by the other Party due to any cause beyond the Party's reasonable control including without limitation any act of God, earthquake, flood, drought, lightning or fire, the act or omission of Government, highways authorities, administrations or other competent authority, war, military operations, acts of terrorism or riot. This clause shall not apply to any failure to pay amounts due under this Agreement.

11. CHANGE IN MANAGEMENT/ MERGER/ TAKEOVER

The Clauses of this Agreement sustains even in case of any merger, acquisition, takeover or any changes in the management of the parties to the Agreement.

12. GENERAL PROVISIONS:

- a) In performing its obligations under this Agreement, the entity will comply, and will cause its personnel to comply, with the requirements of all applicable laws, ordinances, regulations, codes and executive orders. The entity further warrants that all Services provided hereunder this agreement shall in all respects provided, and maintained in conformance with all codes, ordinances, regulations and laws, and administrative and regulatory requirements (of all governmental authorities having appropriate jurisdiction).
- b) This Agreement, including the Schedules referenced in this Agreement, constitutes the entire understanding between the Parties and cancels, replaces and supersedes all existing and prior agreements and undertakings, written or oral, made between the Parties with respect to the subject matter of this Agreement. Younify may make amendments to its mobile platform, terms and conditions of its usage and the same will be intimated to the entity by an e-mail and such amended terms will form part of this agreement.
- c) If any provision of this Agreement is held by any Authority to be invalid, illegal or unenforceable for any reason, the remaining provisions of this Agreement will continue to be valid so long as they express the intent of the Parties. If the intent of either Party cannot be preserved, this Agreement shall be either re-negotiated or terminated by the Parties.
- d) The failure of any Party to insist upon the performance of any provision of this Agreement, or to exercise any right or privilege granted to it under this Agreement shall not be construed as a waiver of such provision or any provisions of this Agreement, and the same shall continue in full force.
- e) Neither this Agreement nor any interest herein may be assigned, in whole or in part, by Parties without the prior written consent of the other Party except that, however, Younify may assign this Agreement to an Affiliate or as part of a corporate reorganization,

consolidation, merger or sale of substantially all of its assets by providing advance written notice to the entity of any such proposed assignment. Any purported assignment in contravention of this clause shall be invalid and the assigning Party shall remain bound. This Agreement will bind and inure to the benefit of each Party and each Party's successors and permitted assigns.

- f) Any notice or communication required or permitted to be given hereunder may be delivered by hand, sent by overnight courier, email (with confirmation of delivery), at the addresses set forth in the Order Form(s) or at such other addresses as may hereafter be furnished. Such notice will be deemed to have been given as of the date it is delivered, emailed, or faxed, as applicable.
- g) The Parties shall attempt to resolve any dispute arising between them in respect of the Agreement or provision of services by negotiation. The dispute will be escalated, with appropriate details, to higher levels of management of Younify and the entity for each ten (10) day period that it is not resolved. If the dispute is not resolved within that period will be referred to a single arbitrator, mutually agreed by both the parties. The arbitration will be conducted as per the Arbitration and Conciliation Act, 2015 and amendments made thereof. The place of arbitration will be in Hyderabad, India, and the language of arbitration will be in English.
- h) This Agreement shall be governed by and construed, interpreted and enforced in accordance with the laws of India. The courts in Hyderabad shall have exclusive jurisdiction in respect of all matters pertaining to this Agreement.
- i) Each of the Parties represents and warrants to the other that it has the power and authority to enter into this Agreement and to perform its respective obligations hereunder.

EXECUTED AND SIGNED in duplicate for the Parties by their duly authorized representatives on the dates indicated below:

YOUNIFY APPLICATIONS PRIVATE LIMITED

Date: 01-Aug-2019

Name: KANNA ANIL SIDDHARTHA.

Designation: DIRECTOR

Signature:



Siddhartha
DIRECTOR
Younify Applications Pvt. Ltd.
Hyderabad.

INSTITUTE:

Date: 01-08-2019

Name: N. SATISH REDDY

Designation: VICE PRESIDENT



Signature: *N. Satish Reddy*

Vice-President
ADITYA ACADEMY
KAKINADA

WITNESSES:

1. Name: P. PADAYYA

Signature:

P. Padayya

2. Name: G. NAGA MUNEVARA

Signature:

G. N. N. Mani
01/08/19

3. Name: A. Shina Koushik

Signature:

A. Shina Koushik

MEMORANDUM OF UNDERSTANDING

Between



ADITYA COLLEGE OF ENGINEERING
Surampalem, East Godavari, Andhra Pradesh - 533437

&



Centre of Excellence in Maritime & Shipbuilding (CEMS)

(A Skill Development Initiative by Govt. of India / Ministry of Shipping / Sagarmala)

Opp.HSL Complex, Gandhigram, Visakhapatnam, Andhra Pradesh-530005

This Memorandum of Understanding (hereinafter referred to as "MoU") is entered into this agreement on this day 28th Feb, 2020 by and between

Centre of Excellence in Maritime & Shipbuilding (hereinafter referred to as "CEMS"), located at , Gandhi gram, Visakhapatnam – 530 005, India is a well-funded startup in skill development for imparting training with industry 4.0 focus on advanced Design, Automation, Manufacturing and Maintenance, Repair & Overhaul(MRO) domains which caters for all industrial sectors.. It is promoted by Indian Register of Shipping in partnership with Siemens and support from Sagarmala, Ministry of Shipping/ Govt of India with an aim to provide globally relevant skilled technical manpower in the latest manufacturing technologies for ship building/repair and high end manufacturing sectors.

CEMS is a dedicated Centre for facilitating professional development and skill enhancement in maritime, infrastructure and manufacturing sectors. It is aimed to build competency in manufacturing industry with industry 4.0 focus by imparting right skills and create skilled manpower pool to cater to current and future industrial landscape of the country, thereby providing better employment opportunities to students and work force.

AND

ADITYA COLLEGE OF ENGINEERING (hereinafter referred to as ACOE Surampalem, East Godavari, Andhra Pradesh – 533437) ACOE with a motto of providing quality engineering education in a highly disciplined environment with international standards, along with character building of students who will be able to stand up to the challenges of the present employment market with a vision to foster prosperity through technological development by means of education, innovation and collaborative research and emerge as a premier technical institution.. The mission to provide quality education of international standards for producing technocrats and future leaders in a disciplined and conducive environment as an integral part of our social commitment to promote education globally. ACOE is a pioneering Institution of Higher Education in India with Potential for Excellence by the UGC. The portal of this great temple of learning has welcomed intellectual, cultural and social giants from the length and breadth of the Country who left indelible footprints on the sands of time making ACOE a proud alma-mater.

AND TOGETHER HEREAFTER REFERRED AS PARTIES

Whereas the first party CEMS, Visakhapatnam, will provide above 50 courses across 18 specializations; covering 770 modules out of which 271 will be tools and algorithm based courses while 500 will be process and sector based.

And whereas the second party ACOE, Surampalem is an Educational Institution providing education in various U.G and P.G programmes including certificate courses in Engineering. It has the vision and mission to impart quality education of International standards with a major focus on conducting skill development and outreach programmes.

GENERAL Agreement

In order to facilitate industry-institute interaction for technical advancement, to develop academic and industrial relationships and support collaborative research activities, ADITYA COLLEGE OF ENGINEERING hereinafter addressed as ACOE and Centre of Excellence in Maritime & Shipbuilding, hereinafter addressed as CEMS, agree to establish this Memorandum of Understanding (MOU) as a framework for cooperative programs.

Signature



Signature
PRINCIPAL
Aditya College of Engineering
SURAMPALEM - 533 437

ARTICLE I

Faculty Visits and Training

It is agreed that linkages will be strengthened by visit of faculty from ACOE to CEMS and CEMS faculty to ACOE. The purpose of these visits by the faculty is primarily to facilitate the following:

- * Training of ACOE faculty by member of CEMS on Design, Advanced Manufacturing and as well as on Automation and MRO
- * Training and exposure of faculty with focus on Industry 4.0 Skills
- * Assist faculty and students of ACOE for project studies.

Arrangements for each such visit will be made by ACOE. Purpose, timing and other details concerning these exchanges and short visits in this regard shall be mutually acceptable to both the institutions. It is agreed that information concerning the purpose and duration of the visit by the faculty, the proposed topics of study, details of the personnel visiting and any further details, as required, will be provided to CEMS by ACOE at least two weeks prior to the proposed visit.

CEMS will be Conducting Orientation Programs to Faculty Free of Cost and Faculty Development Training in various domains will be at mutually agreed cost.

ARTICLE II

Student Training

Further to the above, it is also agreed that CEMS will support and facilitate visits of groups of students from ACOE. The purpose of these visits by the students is as follows:

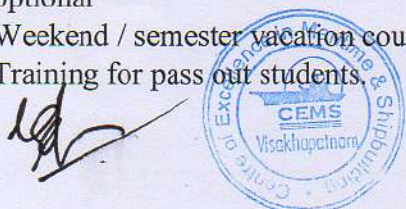
- * Industrial visits at II year level to study and understand functioning of an industrial establishment
- * Industrial visit at III year level to undertake mini-projects and pilot studies for full-fledged projects
- * Vocational training in design, Advanced Manufacturing and Automation to equip students at III year or IV year levels to acquaint themselves with industry 4.0 procedures and operations so as to prepare themselves to face the challenges of the industrial world upon graduation


- A. As in the case of Article I, arrangements for each such visit will be made by ACOE in the form of formal letters seeking permission as well as the convenience of CEMS to send the student groups. Purpose, timing and other details concerning these exchanges shall be mutually acceptable to both the institutions. It is agreed that information concerning the number of students visiting, duration of the visit, the proposed topics of study and any further details, as required, will be provided to CEMS by ACOE at least two weeks prior to the proposed visit.

CEMS will charge course fees for conducting various courses will be decided mutually. The course fees will include training fees and cost of consumables used for training. Cost of Raw Material required for projects, where applicable will be borne by the Students. Study material soft copy will be provided to the trainees. The trainees will have access of the Presentations for 90 days from course commencement. Accommodation, if needed by the students can be arranged in CEMS hostel at a nominal fees of Rs.300 for accommodation and Rs 200 for breakfast, lunch and dinner. The accommodation is sharing type and can be made available on prior intimation only.

A. Students Trainings (available for B. Tech & MTech students) on various technologies available at CEMS Centre's.

- * Short term courses (average 40 hrs of training) as part of Credits (Course curriculum) or optional
- * Diploma & Certificate courses (average 200 hrs of training) as part of credits (Course curriculum) or optional
- * Weekend / semester vacation courses
- * Training for pass out students.




PRINCIPAL
Aditya College of Engineering
SURAMPALEM - 533 437

B. Faculty Development Program at CEMS Visakhapatnam.

C. Internships as per AICTE guidelines at CEMS by participating institutes students

- * Internship Programs for Credits
- * Visit to CEMS Vizag as part of Industrial visit/ Internship Program for exposure to all engineering disciplines (as per 18 labs, details attached before)

D. Customized courses for students & faculties as per the requirement.

E. Availability of Labs for undertaking Industry Projects and experiments.

F. Teaching staff or research scholars of the participating institute can use resources of CEMS for their thesis work.

G. All courses of CEMS shall be certified by Siemens and Indian Register of Shipping (IRS).

H. Students and teaching staff of the participating institute can explore CEMS resources such as lab infrastructures, teaching staff, courses and its certification, and highly level industry relevant course materials & IP's

WHEREAS:

1. In pursuant to Memorandum of Understanding signed between Centre of Excellence in Maritime and Shipbuilding (CEMS) and ADITYA COLLEGE OF ENGINEERING (ACOE), this agreement is entered.
2. To detail areas of cooperation between the parties in areas of academics, certification, student's allocation for undertaking certificate courses at CEMS, teaching & technical staff allocations for Train the Trainer (ToT) program.
3. To fix 15 Teaching Staff schedule for their trainings under Train the Trainer program (ToT) at CEMS. CEMS and the College shall mutually decide the schedule based on the availability of teaching staff and the lab infrastructure.

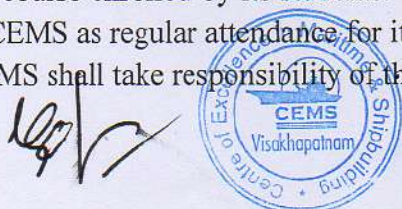
CEMS and ACOE have mutually discussed and agreed to enter into this agreement as detailed hereinafter.


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:

1. CEMS has invited ACOE to participate under its "CEMS College Extension Program (CEP)".
2. Under CEMS CEP, participating College shall assign their regular students based on the student's specific interest to CEMS Vizag Centre for stated period as per mutually decided timings.
3. The courses offered to the students are of three categories;
 - a. Basic / Foundation Level courses – Average study of 40 hours.
 - b. Intermediate / Master Level Courses – Average study of 70 hours.
 - c. Advance / Expert Level Courses – Average study of 100 hours.

Further for comprehensive training in each domain, Diploma and Certificate Programs which are of average 200 study hours are offered.

4. The course fee for each of the course will be decided mutually. Fees will be revised in Mutual Discussion with the college Representatives
5. CEMS shall on its own can club few courses or modules as per the current industry needs and can make bigger or smaller duration courses to suite the academic needs containing elements from basic, intermediate or advance courses. Such courses and fee per student will be proportionate to duration of the course.
6. The participating College shall provide the students of its College as per the time table decided for the course enrolled by its students. The participating College will treat the time spent by its students at CEMS as regular attendance for its academic regulations.
7. CEMS shall take responsibility of the student's attendance for the time they are enrolled with CEMS.




PRINCIPAL
Aditya College of Engineering
SURAMPALEM - 533 437

8. The participating College shall provide its transport facility to students wherever possible to attend CEMS classes. Otherwise transportation will be responsibility of students.
9. CEMS shall collect the course fee either directly or the participating institute can collect the fee and remit it to CEMS.

NEFT/RTGS details for remittance of fees:

BANK NAME	ICICI BANK
A/C NAME	CENTRE OF EXCELLENCE IN MARITIME & SHIPBUILDING (CEMS)
A/C NO	A/C NO-126901000796
BRANCH	HSL Complex, Visakhapatnam.
IFSC CODE	ICIC0001269

Center of Excellence in Maritime & Ship Building Visakhapatnam, has excellent infrastructure and qualified trainers and man power to impart skill training and to offer Diploma and Certificate courses as follows: -

Diploma in following courses

Sl No	Course	Modules Covered	Eligibility
1	3D CAD	<ul style="list-style-type: none"> ▪ Essentials for Designers, ▪ Sketching Fundamentals, ▪ Synchronous Modelling Fundamentals, ▪ NX Sheet Metal, ▪ Drafting Essentials, ▪ Intermediate Design & NX Assemblies, ▪ Advanced Assembly Design / Large Assembly Management, ▪ Class A Free Form Modelling/ Mechanical Free Form Modelling ▪ Engine Design, ▪ Synchronous Modeling and Parametric Design, ▪ Routing Mechanical, ▪ Routing Electrical 	B.Tech-Mechanical
2	CAE & NVH (Noise, Vibration & Harshness)	<ul style="list-style-type: none"> ▪ CAE-Advanced Simulation Process & Solutions, ▪ Thermal & Flow Analysis, ▪ Motion Analysis, ▪ Laminate Composite, ▪ Advance Thermal & Flow Analysis, ▪ Advanced Finite Element Analysis (FEA), ▪ NVH- Vibration Measurements and Analysis, ▪ Modal Testing and Analysis, ▪ Acoustics Measurements and Analysis, 	
3	PLM	<ul style="list-style-type: none"> ▪ Essentials for Designers, ▪ Advanced Simulation Process, ▪ Basics of RobCAD, ▪ TCUA - Using TC, ▪ TCUA - Installation, ▪ TCUA - Integration for NX users, ▪ TCUA- Application & Data Model Administration 	
4	Robotics & DM	<ul style="list-style-type: none"> ▪ Tecnomatix – Process, ▪ Tecnomatix – RobCAD, ▪ Tecnomatix – Flow, ▪ Industrial Robotics Basics-KUKA ▪ Robotics Application – 1) Material Handling, 2) MIG Welding, 3) PLASMA Cutting 	
5	Mechatronics Concept Design (MCD)	<ul style="list-style-type: none"> ▪ PLC Programming , ▪ Essentials for Designers, ▪ MCD , 	

Handwritten signature



Handwritten signature
PRINCIPAL
Aditya College of Engineering
SURAMPALEM - 533 437

		<ul style="list-style-type: none"> HMI, Mechatronics 	
6	CAM & CNC	<ul style="list-style-type: none"> NX CAM Manufacturing Fundamentals, NX CAM Turning Manufacturing Process, Turning NC Programming, Milling NC Programming, TURNING- Operating and Machining, MILLING- Operating and Machining 	
7	Maintenance Repair & Overhaul (MRO)	<ul style="list-style-type: none"> Welding, Pneumatics, Hydraulics, Pumps, Piping System 	
8	Industrial Automation & Mechatronics	<ul style="list-style-type: none"> PLC Programming, HMI & NETWORKING , Designing SCADA System, Mechatronics 	B.Tech- ECE / EEE
9	Process Automation	<ul style="list-style-type: none"> PLC Programming, HMI & NETWORKING, Designing SCADA System & Process Instrumentation 	
10	Mechatronics Concept Design(MCD)	<ul style="list-style-type: none"> PLC Programming, Essentials for Designers , MCD, HMI & NETWORKING Mechatronics 	
11	Distributed Control System(DCS)	<ul style="list-style-type: none"> PLC Programming, HMI & NETWORKING, Designing SCADA System, Process Instrumentation Simatic PCS 7 Basics 	
12	Electrical Drives & Switch Gears	<ul style="list-style-type: none"> AC/DC Drives, Low Voltage Switchgear, Power systems Induction Motors 	B.Tech- EEE

a. Certificate Courses

Lab	Domain	Course Title	Total Duration (hrs.)
Product Design and Validation (PDV)	CAD	Essentials for NX Designers	40
		Sketcher Fundamentals	16
		Drafting Essentials	24
		Synchronous Modelling Fundamentals	16
		Synchronous Modeling and Parametric Design	24
		Intermediate Design & NX Assemblies	40
		NX Sheet Metal	16
		Class A Free Form Modelling/ Mechanical Free Form Modelling	40
		Advanced Assembly Design / Large Assembly Management	24
		Routing Mechanical	16
		Routing Electrical	16

[Signature]



[Signature]

PRINCIPAL
Aditya College of Engineering
SURAMPALEM - 533 437

	CAM	NX CAM Manufacturing Fundamentals	32
		NX CAM Turning Manufacturing Process	32
	CAE	Advanced Simulation	40
		Thermal and Flow Analysis	24
		Laminate Composites	8
		Motion Simulation	24
		Advanced Finite Element Analysis (FEA)	20
Advanced Manufacturing	PLM	Using Teamcenter	32
		Teamcenter Installation	40
		Teamcenter Integration for NX users	8
		Schedule Manager	16
		TC Application & Data Model Administration	40
		Mock-up	24
	DM	Tecnomatix – RobCAD	32
		Tecnomatix – Flow	40
		Tecnomatix – Process	48
Test and Optimization Lab	T&O	Vibration Measurements and Analysis	20
		Modal Testing and Analysis	30
		Acoustics Measurements and Analysis	20
Research Machine Shop	CNC	TURNING-Numerical Control Programming	32
		MILLING-Numerical Control Programming	32
		Turning Operating and Machining	32
		Milling Operating and Machining	32
Automation	AUTOMATION	Basics of PLC	50
		HMI & NETWORKING	40
		Basics of SCADA	50
Mechatronics	MECHATRONICS	Basics of Mechatronics	50
Welding Technology	WELDING	Welding	60
Robotics	Robotics	Industrial Robotics Basics - KUKA	40
		Robotics Applications	120
Process Instrumentation	Process Instrumentation	Basics of Process Instrumentation	50
		SIMATIC PCS 7 Basics	50
Electrical	Electrical	Basics of Induction Motors	24
		Basics of AC-DC Drives	40
		Basics of Low Voltage Switchgear	40



		Basics of Power systems	40
Pneumatics & Hydraulics	MRO	Pneumatics	60
Virtual Reality	VR	Hydraulics	60
		Virtual Reality	8
Pumps Training System	MRO	Pumping System	50
		Piping System	40
Radar System	RADAR	Radar systems	50
Dimensional Accuracy and Control System	Marine	Dimensional Accuracy and Control System	40
Nesting- Productivity Improvement Lab		Nesting Productivity Improvement Lab	40
Hull Design		Hull Design	120

ARTICLE III

Courses: Seminars, Workshops, Refresher Courses

It is agreed that ACOE will arrange periodic seminars, workshops and refresher courses in collaboration with CEMS. The purpose of these courses is to facilitate and maintain on-going Industry-Institute Interaction as well as provide a forum for faculty of ACOE as well as those of institutions in the vicinity to discuss on topics of current interest both to ACOE as well as CEMS. Experts from CEMS as well as faculty from ACOE with significant exposure in the topic of interest will coordinate and conduct these courses.

Arrangements for such courses will be made by ACOE in keeping with the convenience of experts from CEMS. Purpose, timing and other details concerning these courses shall be mutually acceptable to both the institutions. It is agreed that information concerning the duration of the visit, the proposed topics of the course and any further details, as required, will be mutually discussed by ACOE with CEMS by ACOE at least one month prior to the schedule of the course or workshop.

ARTICLE IV

Cooperative Research

It is anticipated that significant opportunities, of which a few have been identified, exist for cooperative research between ACOE and CEMS. Such clearly beneficial activities may require specific arrangements. In view of the importance of cooperative research, CEMS will provide necessary support to visiting faculty from ACOE to study research problems at CEMS. Such problems will be analyzed and solutions suggested by ACOE.

ARTICLE V

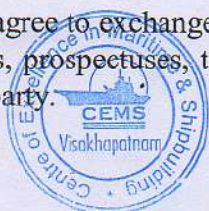
Competence in Consultancy

It is also anticipated that significant opportunities exist for taking up consultancy works with industries. ACOE has state-of-the-art equipment ideally suited to taking up consultancy work for industries in the area of materials testing, machinability testing, fabrication of complicated parts, dynamic testing or equipment etc. CEMS will provide necessary assistance and guidance to ACOE to develop such consultancy capabilities initially by working on challenges faced by CEMS and later extending the expertise gained to other industries.

ARTICLE VI

Exchange of Scientific Materials

Both the collaborating parties agree to exchange as widely as is practicable such items as scientific publications and journals, college calendars, prospectuses, text books, course outlines and reference materials that may be necessary and of use to either party.



PRINCIPAL
Aditya College of Engineering
 SURAMPalem - 532 137

ARTICLE VII
Duration of Memorandum of Understanding

The effective date of this MOU shall be 28th Feb 2020. The MOU shall extend for a period of 3 (Three) years and may be renewed upon mutual written agreement. The MOU may be modified by mutual written agreement. The MOU may be terminated by either CEMS or by ACOE with notification to the other party six months prior to the effective date of termination.

ARTICLE VIII
Indemnification

Centre of Excellence in Maritime & Shipbuilding (CEMS) and ACOE shall each indemnify and hold harmless the other, its faculty/officers, agents and employees, for any and all liability, damages and costs attributable to the negligent acts or omissions of the indemnifying party, its faculty/officers, agents and employees while acting in the scope of their employment and in furtherance of activities described in this Memorandum of Understanding.

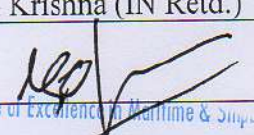
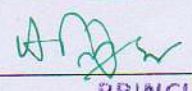
ARTICLE IX
Liability Insurance

Each party shall maintain its own insurance in amounts deemed appropriate for its operations. Such insurance shall provide coverage for negligent acts, errors, or omissions and provide protection against bodily injury or property damage claims. It is expressly understood that each party shall be solely responsible for its own actions and such insurance shall not extend to protect any other party.

ARTICLE X
Conduct

Each party shall abide by the rules and regulations of the host institution especially in regard to visits by the faculty/students of ACOE to CEMS.

In witness hereof, the Centre of Excellence in Maritime & Shipbuilding (CEMS), and ADITYA COLLEGE OF ENGINEERING (ACOE) have executed those presently in manner hereinafter mentioned on the 28th day of Feb 2020 at 11:00AM.

<u>SIGNED ON BEHALF OF</u>	
Centre of Excellence in Maritime and Shipbuilding (CEMS)	ADITYA COLLEGE OF ENGINEERING (ACOE)
Commander S Gopi Krishna (IN Retd.)	Dr.A.RAMESH
Signature: 	Signature: 
Chief Operating Officer (COO)	Designation: PRINCIPAL Aditya College of Engineering
Witness Cdr Gopi Krishna Sivvam Chief Operating Officer	SURAMPALAM - 533 437
Name: <u>Ramesh Kumar</u>	Name: <u>S. T. V. S. KUMAR</u>
Signature: <u>Ramesh Kumar</u>	Signature: <u>Shw</u>
Designation: <u>Manager</u>	Designation: <u>Professor</u>

MEMORANDUM OF UNDERSTANDING

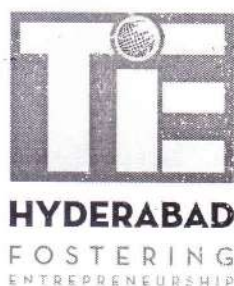
BETWEEN

Aditya College of Engineering



AND

THE INDUS ENTREPRENEURS (TiE) – HYDERABAD



@ info@tiehyderabad.org
f /TiEHyderabad
t /TiEHyderabad
in /in/TiEHyderabad
c /TiEHyderabadchapter

This Memorandum of Understanding ("MOU") is entered into and effective as 1st April 2019 and is valid until 31st March 2020.

By and Between

The Indus Entrepreneurs Hyderabad, (hereinafter referred to as "TIE HYDERABAD"), is a network of successful entrepreneurs keen to invest in and mentor early stage businesses which have the potential to create immense value, provide constant access to high quality mentoring, vast networks and inputs on strategy as well as execution and is located at 102, 1st Floor, KADIRIS APURUPA URBAN, Laxmi Nagar, Kondapur, Telangana – 5000844 (which expression shall unless repugnant to the meaning or context thereof, be deemed to include its executors, representatives, administrators, successors and assigns).

And

Aditya College of Engineering (hereinafter referred to as "INSTITUTIONAL MEMBER"), Aditya College of Engineering (or ACOE) is a technical institute located in ADB Road, Aditya Nagar, Surampalem, Andhra Pradesh 533437.

WHEREAS

Aditya College of Engineering (or ACOE) is a technical institute located in Surampalem, Kakinada, Andhra Pradesh, India.

WHEREAS TIE HYDERABAD is a network of successful entrepreneurs' keen to nurture early stage businesses which have the potential to create immense value, and who provide constant access to high quality mentoring, vast networks and inputs on strategy as well as execution.

AND WHEREAS INSTITUTIONAL MEMBER and TIE HYDERABAD desire to record the broad terms and conditions that are jointly accepted and agreed to in this MoU as contained hereunder.



@ info@tiehyderabad.org
f /TIEHyderabad
v /TIEHyderabad
in /in/TIEHyderabad
c /TIEHyderabadchapter

ROLES & RESPONSIBILITIES

The Roles and Responsibilities of each organization will be as follows:

INSTITUTIONAL MEMBER's Role	TiE Hyderabad's Role
INSTITUTIONAL MEMBER shall assist TiE HYDERABAD/ representative of TiE HYDERABAD in delivering the line items of TiE GRAD as a whole for the period of agreement	TiE HYDERABAD shall share all relevant details of their programs & competitions. Provide know how to permit smooth and effective technology and knowledge transfer, assist student entrepreneurs and startups who approach them through INSTITUTIONAL MEMBER to solve their business or technical challenges, and assist with building mentor connections.
<ul style="list-style-type: none"> Assign a Nominee for Charter Membership ideally from the management with TiE HYDERABAD Nominate 5 students for student membership 1 Student Champion to support 1 Faculty Champion to coordinate with the program Confirm calendar for TiE to conduct Workshop / Seminars on your campus. 	<ul style="list-style-type: none"> 1 Institutional Charter Membership 1 Associate Membership 5 Student Memberships Mentor Connect Speaker/ workshops/ seminar support Networking with top Entrepreneurs

Escalation Matrix

The escalation matrix of each organization will be as follows:

	INSTITUTIONAL MEMBER	Name	Email id	Phone Number
E1	Student Coordinator			
E2	Faculty Coordinator			
E3	Principal / Director / Dean			
E4	Chairperson / Institutional Member			

	TiE HYDERABAD	Name	Email id	Phone Number
E1, E2 & E3	Program Champion	Vamsi Krishna J	pc@tiehyderabad.org	7799439281
E3	MRO	Ms. Pragyna Sri	mro@tiehyderabad.org	8977000397
E4	Executive Director	Phani Pattamatta	ed@tiehyderabad.org	9000283338





@ info@tiehyderabad.org
 f /TiEHyderabad
 t /TiEHyderabad
 in /in/TiEHyderabad
 c /c/TiEHyderabadchapter

TERMINATION:

1. Either Party shall have the right to terminate the MoU, if the other Party commits a material breach of any of the terms and conditions of the MoU concerned (including under-payment or non-payment of invoices) and fails to rectify the same within 30days of being requested to do so in writing.
2. Either Party shall have the right to terminate this MOU without assigning any reason, by giving a 30-day written notice prior to date of termination.
3. In the eventuality of termination or non-renewal of MoU on expiry of MoU, it would be the responsibility of TIE HYDERABAD and INSTITUTIONAL MEMBER to complete its responsibilities and provide its services (except in case of under or non-payment of invoices) as identified in this MoU.

RENEWAL OF MoU

Both parties will mutually evaluate the performance of each other in terms of its expertise and initiatives and consider to renew the. TIE Hyderabad holds the rights to renew the terms which has to be submitted to the INSTITUTIONAL MEMBER.






CONFIDENTIALITY

1. The party agrees to preserve and protect the confidentiality of the proprietary information and do not disclose or disseminate this information to any third party neither shall use this information for its own benefits (and/or third-party benefits)
2. TIE Hyderabad and INSTITUTIONAL MEMBER shall inform in writing, if they learn of any unauthorized use of disclosure of proprietary information by any current or former consultant / personnel or other third party

Commercials

Membership	Annual Membership Fee
First Time Member	Rs. 1,00,000/- (Institutional Membership) + Rs. 1,00,000/- for the period of 1 st April 2019 to 31 st March 2020




 info@tiehyderabad.org
 /TiEHyderabad
 /TiEHyderabad
 /in/TiEHyderabad
 /c/TiEHyderabadchapter

Terms and Conditions

- Invoice shall be raised on confirmation of participation
- Contact the Program Champion for any details regarding payments and processing
- Contact the Executive Director for all discussions regarding the program.

This MoU may be signed in any number of counterparts, each of which, when signed and delivered shall be an original, but all such counterparts shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have executed this MoU by persons duly authorized as of the date and year first above written.

For TiE HYDERABAD

Signature: 

Name: Mr. Phani Pattamatta

Designation: Executive Director

Address:

102, 1st Floor, KADIRIS APURUPA URBAN,
Laxmi Nagar, Kondapur, Telangana – 500084

Date:

Seal:

Witness

Signature: 

Name: Vamsi Krishna J



For INSTITUTIONAL MEMBER

Signature: 

Name: N. Seshu Reddy

Designation: Chairman

Address:

ADB Road, Aditya Nagar, Surampalem,
Andhra Pradesh 533473

Date:

Seal:

Witness

Signature: 

Name: Dr A Ramesh

