



ఆంధ్రప్రదేశ్ ఆంధ్ర ప్రదేశ్ ANDHRA PRADESH

DB 769954

Serial No:1809

Denomination: 100

Date:29-11-2023

Stamp S. no DB 769954

Purchased By:

DR.P.CHANDRA SEKHAR

S/O SATYANANDAM

YELLAMANCHILI VILLAGE

AKP.DT.

For:

S.G.A.GOV'T.DEGREE COLLEGE

YELLAMANCHILI VILLAGE,

AKP.DT.

Sub Registrar

Ex. Offico Stamp Vendor

SRO Nakkapalli

MEMORANDUM OF UNDERSTANDING (MoU)

BETWEEN

DATAPRO COMPUTERS PRIVATE LIMITED

D.No.6-60-8/2/2, Chinagantyada, Gajuwaka, Visakhapatnam - 53 0026

&

S.G.A. GOVERNMENT. DEGREE COLLEGE

Dharmavaram Road, Opp. Recreation Club, Near RTC Complex, Yellamanchili - 531055

FOR

TECHNICAL SKILLS, OUTCOME BASED TRAINING & PLACEMENT RELATED SERVICES

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (hereinafter called as the 'MoU') is entered into on this the 6th DAY OF January - Two Thousand and Twenty Four (06-01-2024), by and between

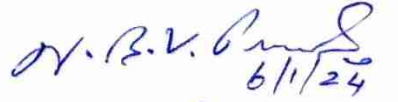
DATAPRO COMPUTERS PRIVATE LIMITED, Located at Gajuwaka represented by its Centre Head Mr.N.B. VARA PRASAD (hereinafter referred as 'First Party', the institution which expression, unless excluded by or repugnant to the subject or context shall include its successors - in-office, administrators and assigns).

AND

S.G.A. GOVERNMENT. DEGREE COLLEGE, LOCATED AT YELLAMANCHILI represented by Team Headed by the Principal Dr.P.CHANDRA SEKHAR (hereinafter to be referred as Second Party, the institution which expression, unless excluded by or repugnant to the subject or context shall include its successors - in-office, administrators and assigns).

(First Party and Second Party are hereinafter jointly referred to as 'Parties' and individually as 'Party') as


Principal
S.G.A. Govt. Degree College
Yellamanchili-531 055
Anakapalli District. (A.P.)


6/1/24
Centre Manager

WHEREAS:

- A) Second Party is a Higher Educational Institution named:
S.G.A GOVERNMENT. DEGREE COLLEGE
Dharmavaram Road, Opp. Recreation Club, Near RTC Complex, Yellamachili,
Anakapalli - 531055
- B) First Party & Second Party believe that collaboration and co-operation between themselves will promote more effective use of each of their resources, and provide each of them with enhanced opportunities.
- C) The Parties intent to cooperate and focus their efforts on cooperation within area of Technical Skills & Training related services to get better placements.
- D) Both Parties, being legal entities in themselves desire to sign this MoU for advancing their mutual interests.
- E) **DATAPRO COMPUTERS PRIVATE LIMITED**
D.No.6-60-8/2/2, Chinagantyada, Gajuwaka, Visakhapatnam - 53 0026, The
First Party is engaged in Technical Skills, Outcome Based training and placement related services.

**NOW THEREFORE, IN CONSIDERATION OF THE MUTUAL PROMISES SET FOR THIS MoU, THE PARTIES
HERE TO AGREE AS FOLLOWS:**

**CLAUSE 1
CO-OPERATION**

- Both Parties are united by common interests and objectives, and they shall establish channels of communication and co-operation that will promote and advance their respective operations within the **Institution** and its related wings. The Parties shall keep each other informed of potential opportunities and shall share all information that may be relevant to secure additional opportunities for one another.
- First Party and Second Party co-operation will facilitate effective utilization of the intellectual capabilities of the faculty of First Party providing significant inputs to the students in developing suitable technical skills, keeping in mind the needs of the Second Party.
- The general terms of co-operation shall be governed by this MoU. The Parties shall cooperate with each other and shall, as promptly as is reasonably practical, enter into all relevant agreements, deeds and documents (the 'Definitive Documents') as may be required to give effect to the actions contemplated in terms of this MoU. The term of Definitive Documents shall be mutually decided between the Parties. Along with the Definitive Documents, this MoU shall represent the entire understanding as to the subject matter hereof and shall supersede any prior understanding between the Parties on the subject matter hereof.

**CLAUSE 2
SCOPE OF THE MoU**

- The budding graduates from the institutions could play a key role in technological up-gradation, innovation and competitiveness of an industry. Both parties believe that close co-operation between the two would be of major benefit to the student community to enhance their skills and knowledge.
- **Guest Lectures:** First Party to extend the necessary support to deliver guest lectures to the students of Second Party on the Technology Trends.
- **Curriculum Design:** Second Party will give valuable inputs to the First Party in training methodology

and suitably customize the curriculum so that the students fit into the industrial and IT sectors meaningfully.

- **Skill Development Programs:** First Party to train the students of Second Party on the emerging technologies in order to bridge the skill gap and make them industry ready.
- **Placement of Trained Students:** First Party will actively engage to help the delivery of the training and placement of students of the Second Party into internships/jobs and will facilitate placements in various Industrial and IT sectors.
- Both Parties to obtain all internal approvals, consents, permissions, and licenses of whatsoever nature required for offering the Programmes on the terms specified herein.

CLAUSE 3 INTELLECTUAL PROPERTY

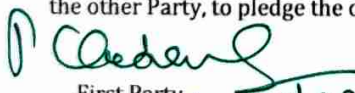
- Nothing contained in this MoU shall, by express grant, implication, Estoppel or otherwise, create in either Party any right, title, interest, or license in or to the intellectual property (including but not limited to know-how, inventions, patents, copy rights and designs) of the other Party.

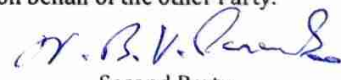
CLAUSE 4 VALIDITY

- This Agreement will be valid until it is expressly terminated by either Party on mutually agreed terms, during which period **Datapro Computers Pvt. Limited.**, the Second Party, as the case may be, will take effective steps for implementation of this MoU. Any act on the part of **Datapro Computers Pvt. Limited.**, the Second Party after termination of this Agreement by way of communication, correspondence etc., shall not be construed as an extension of this MoU.

CLAUSE 5 RELATIONSHIP BETWEEN THE PARTIES

- It is expressly agreed that **First Party** and **Second Party** are acting under this MoU as independent contractors, and the relationship established under this MoU shall not be construed as a partnership. Neither Party is authorized to use the other Party's name in any way, to make any representations or create any obligation or liability, expressed or implied, on behalf of the other Party, without the prior written consent of the other Party. Neither Party shall have, nor represent itself as having, any authority under the terms of this MoU to make agreements of any kind in the name of or binding upon the other Party, to pledge the other Party's credit, or to extend credit on behalf of the other Party.


First Party
Principal 6/1/2014


Second Party
Center Manager

S.G.A. Govt. Degree College
Yellamanchili-531 055

Any divergence or difference derived from the interpretation or application of the MoU shall be resolved by arbitration between the parties as per the Arbitration Act, 1996. The place of the arbitration shall be at District Head Quarters of the First Party. This undertaking is to be construed in accordance with Indian Law with exclusive jurisdiction in the Courts of Name of City.

List of Courses offered attached as Annexure - I

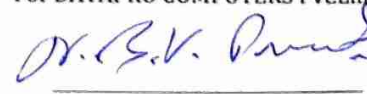
AGREED

For S.G.A. Govt. DEGREE


Authorized Signatory
Principal

S.G.A. Govt. Degree College
Yellamanchili-531 055
Anakapalli District. (A.P.)

For DATAPRO COMPUTERS Pvt.Limited.


Authorized Signatory
Center Manager