



## **Vignan University and Arete IT Services**

### **Memorandum of Understanding**

This MOU is entered into effective as of 24<sup>th</sup> July 2015, between Vignan University, ("VU") with its Head Office located at Vadalamudi, Guntur, AP and Arete IT Services with office located at 3rd Floor,40-5-10/A, Tikkle Road, Vijayawada, Andhra Pradesh.

The objective of this MOU is to develop the industry and institution interaction between Arete IT Services and VU.

1. The initial period of the MOU – 6 years.

This MOU would be renewed automatically unless both the parties would mutually discuss and agree revised terms, if any, of this agreement. Either party may terminate this agreement with 90 days written notice to the other party.

2. **VU Responsibilities:**

- i) VU shall work with Arete IT Services on an exclusive basis on developing the training modules.
- ii) VU agrees to provide up to a minimum of 30 hours of training content to the employees of Arete IT Services.

3. **Arete IT Services Responsibilities :**

- Arete IT Services will be responsible for providing internship opportunities for the B.Tech and M.Tech Students.
- Arete IT Services will be responsible for providing internship opportunities for the BBA and MBA Students.

The terms and conditions of this agreement are legally binding for both parties. This MOU represents the entire understanding between the parties with respect to the subject matter hereof and supersedes all prior communications, agreements and understandings relating thereto. The provisions of this MOU may not be modified, amended, or waived, except by a written instrument duly executed by both parties. "Confidential information" for the purposes of this Clause 6 means all documents (including this Understanding) and other information including, but not limited to all technical inputs, compilations, studies, drawings,

specifications and other materials or records proprietary to or specifically concerning either party disclosed by one party to the other party for the purposes of this Understanding and where such information has been designated by that party, in writing to the other party, as constituting Confidential Information for the purposes of this Clause

No party shall assume any obligations or make commitments in the name of another party, except as may be agreed in advance and in writing by the Parties. The employees of one party shall not be deemed the employees of the other parties. Nothing herein shall be deemed to form or constitute a joint venture, partnership or other business association or fiduciary relationship between the Parties.

**Signed for and on behalf of:**

**Arete IT Services Limited.**



**By: B. Vara Prasad**

**Its: Chairman**

**Date: 24/07/2015**

**Vignan University**



**By: Dr. M.S Raghunathan**

**REGISTRAR**

**VIGNAN'S FOUNDATION**

**FOR SCIENCE, TECHNOLOGY AND RESEARCH**

**Its: Registrar (Registered to be University)**

**VADLAMUDI-522 213**

**GUNTUR (DISTRICT), A.P. INDIA**

**Date: 24/07/2015**

**For Arete IT Services,  
Vijayawada**

MEMORANDUM OF UNDERSTANDING FOR COLLABORATION BETWEEN  
NI SYSTEMS (INDIA) PVT LTD, BANGALORE  
&  
VIGNAN'S FOUNDATION FOR SCIENCE, TECHNOLOGY & RESEARCH UNIVERSITY

This MoU Regarding LabVIEW Academy Program ("MoU") is made by and between VIGNAN'S UNIVERSITY, having the campus at Vadlamudi, Guntur District, Andhra Pradesh represented by its Registrar, \_\_\_\_\_, ("Institution") and NI Systems (India) Pvt. Ltd. ("NI"), a company incorporated under the Companies Act, 1956 of India, having its registered office at 81/1 & 82/1, Salarpuria Softzone, Wing B, 5th Floor, Block A, Bellandur, Varthur Hobli, Bangalore 560 037 represented by **Mr. Solaikutty Dhanabal**, Academic Manager, effective as of 10<sup>th</sup> April, 2014 (the "Effective Date").

1. Institution; Courses. Institution warrants and represents that it is a degree-granting educational institution. During the Term (as defined below), Institution agrees to offer and conduct courses for academic purposes at Institution's facilities, in a professional manner, teaching the use of the NI LabVIEW software, which courses must not be for commercial, corporate or "customer" training purposes and must (a) be taught by an instructor who is then currently a Certified LabVIEW Associate Developer (the Certified LabVIEW Associate Developer certificate needs to be updated every two years) who regularly teaches degree-fulfilling or continuing education courses to students enrolled in or taking continuing education courses at Institution ("Instructor"); (b) include at least 30 hours of instruction specifically directed to the use of the LabVIEW software; (c) be provided in accordance with a course syllabus reviewed and approved by NI; and (d) otherwise meet requirements provided or made available by NI to Institution from time to time (the "Courses"). Institution shall ensure no courses offered or provided are taught or introduced at the Institution which directly competes against the Courses.

2. Materials. Institution agrees to set up a NI LabVIEW Academy in field of Virtual Instrumentation, (hereinafter referred to as ACADEMY). NI agrees to provide to Institution the "Instructional Materials" identified on Exhibit A (the "Materials") solely for the purpose of Institution's teaching the Courses at ACADEMY and under the below conditions:

2.1. Subject to, and conditioned on Institution's compliance with, the terms of this MoU, NI hereby grants to Institution, and Institution hereby accepts, a nonexclusive, nontransferable, limited license, for the Term (as defined below) only, to (a) use the Materials for the sole purpose of teaching the Courses, (b) provide the Materials only to those students enrolled (or taking continuing education classes) at Institution and who are taking the Courses ("Students"), except that Institution may not to provide to any Students, or to any persons or entities other than Instructors, any Materials which are designated on Exhibit A as "Instructor Use Only", and (c) make a reasonable number of copies of only those Materials which are identified on Exhibit A as "Copying Permitted for Course Use", but only as necessary for the purpose set forth in this Subsection 2.1.

2.2. Institution hereby agrees not to itself, and not to encourage or assist Students or others to, (a) copy or reproduce any Materials except as expressly permitted in Subsection 2.1, (b) transfer, disseminate or distribute any Materials to any third-party, except Students to the extent expressly permitted in Subsection 2.1, or (c) use any Materials for any purpose other than the Courses. On any termination or expiration of this MoU, if NI requests, Institution shall, at Institution's sole cost and expense, return to NI all Materials identified on Exhibit A as "Instructor Use Only".

3. Required Software Products Not Included. Institution agrees to obtain from NI, at Institution's sole cost and expense, the necessary Academic Teaching Licenses (as described in the applicable National Instruments Software License MoU, available at [http://www.ni.com/pdf/legal/us/software\\_license\\_agreement.pdf](http://www.ni.com/pdf/legal/us/software_license_agreement.pdf)) to use the LabVIEW software in conducting the Courses; and to obtain from NI, or cause each of the Students to so obtain, at their sole cost and expense, the necessary Student Edition Licenses (as described in the applicable National Instruments Software License MoU) to use the LabVIEW software in the Courses. Institution agrees to comply with, and to cause the Students to comply with, such licenses, including without limitation ensuring that the licensed software is not used for any research, commercial, industrial, or other purpose prohibited by the applicable National Instruments Software License MoU. Except as may be expressly modified by this MoU, the terms and conditions of the

applicable National Instruments Software License MoUs govern Institution's, and the Instructors' and Students', uses of the LabVIEW software as related to the LabVIEW Academy Program and the Course.

4. Required Textbooks and Equipment Not Included. Institution further agrees to obtain and provide, at Institution's sole cost and expense, or to cause each of the Students to so obtain, at their sole cost and expense, textbooks acceptable to NI for use in the Course, as well as any hardware and software as required for the Course, and other appropriate National Instruments equipment approved by NI. Such textbooks, hardware, software and National Instruments equipment approved by NI must be obtained separately and are subject to separate charges.

5. Name, Logo, and Trademarks.

5.1. Subject to, and conditioned on Institution's compliance with, the terms of this MoU, NI hereby grants to Institution, and Institution hereby accepts, a nonexclusive, nontransferable, limited license, for the Term (as defined below) only, to display the "LabVIEW Academy" Logo identified on Exhibit B hereto, the "LabVIEW Academy" name, any and all trademarks of NI therein, including without limitation, "LabVIEW", "National Instruments", and the "LabVIEW" logo design, only as part of, and as each appears in, the "LabVIEW Academy" Logo or the "LabVIEW Academy" name as the case may be (such trademarks being referred to as the "Marks"), solely in connection with providing, selling, promoting and advertising the Courses, solely on web site displays, printed literature, and other materials acceptable to NI and which are of an acceptable level of quality determined by NI in NI's sole discretion, and solely in accordance with Exhibit B hereto and any and all other guidelines and instructions provided or made available by NI to Institution from time to time. In no event may Institution display or use any Mark except as part of, and as it appears in, the "LabVIEW Academy" Logo or the "LabVIEW Academy" name as the case may be.

5.2. With a view to ensuring the maintenance of an acceptable level of quality of the web site displays, printed literature, and other materials, and the Courses, on or in connection with which the "LabVIEW Academy" Logo and/or "LabVIEW Academy" name are displayed, Institution shall submit, at no charge, representative specimens of such materials and Course-related materials to NI for review, as may be requested by NI from time to time, and to permit NI representatives to attend Course sessions at no charge to such extent as may be reasonable for such purpose. Institution agrees to comply with Exhibit B hereto and any and all other requirements, guidelines and instructions provided or made available by NI to Institution from time to time, in each instance of Institution's display of the "LabVIEW Academy" Logo or "LabVIEW Academy" name.

5.3. Goodwill generated by any use by Institution of the "LabVIEW Academy" Logo or the "LabVIEW Academy" name and the Marks, inures solely to the benefit of NI, and no use thereof shall give Institution any right, title or interest in any of such logos, names, or Marks. Upon notice by NI, or in any event on any termination or expiration of this MoU, Institution shall immediately cease all display and use of the "LabVIEW Academy" Logo, the "LabVIEW Academy" name, and the Marks, and all advertising, promotional and sales literature bearing any of such logos, names, or Marks. In the event of a claim of infringement or violation of any intellectual or industrial property right involving the "LabVIEW Academy" Logo, the "LabVIEW Academy" name, or any Mark, Institution agrees to make such modifications to the "LabVIEW Academy" Logo or the "LabVIEW Academy" name, or cease any and all display and use of them, as may be instructed by NI in writing. Institution acknowledges NI's ownership of the Marks and agrees to make no use thereof except as may be expressly permitted by this MoU. At NI's request, Institution agrees to reasonably cooperate with NI, at NI's reasonable expense, in NI's evidencing and protecting NI's rights in the Marks, including without limitation by providing, executing and delivering to NI any reasonably requested documents in furtherance thereof. Institution recognizes and acknowledges the goodwill appurtenant to use and/or ownership of the Marks, the validity of the Marks, NI's rights in the Marks, NI's registrations for the Marks (if any), and the distinctiveness of Marks. Institution agrees to take no action to attack, contest or undercut NI's ownership or the validity of any of the Marks or any applications to register or registrations thereof, or which would tend to destroy or diminish the goodwill in any of the Marks. Without limiting the generality of the foregoing, Institution shall not during the term of this MoU or thereafter:

- (a) apply to register or maintain any application or registration of any of the "LabVIEW Academy" Logo, the "LabVIEW Academy" name, any Mark, or any mark confusingly similar to any Mark, in any jurisdiction, domestic or foreign;
- (b) take any action that may tend to imply or express that Institution is the owner of any Mark or that Licensee has any right, title or interest in ownership or usage in any Mark;
- (c) use or register an internet domain using, containing, or confusingly similar to the "LabVIEW" Academy name, or any Mark;
- (d) misuse any Mark;
- (e) use the "LabVIEW Academy" Logo, the "LabVIEW Academy" name, or any Mark in any manner which may diminish the goodwill appurtenant in any Mark, or disparage NI or NI's business or any of NI's products or services;
- (f) use any colorable imitation or variant form of the "LabVIEW Academy" Logo, the "LabVIEW Academy" name, or any Mark, not specifically approved in writing by NI;
- (g) alter or deface the "LabVIEW Academy" Logo, the "LabVIEW Academy" name, or any Mark in any way except as may be instructed in writing by NI; or
- (h) use, in connection with the manufacture, sale, distribution, or promotion of any products or services (except display of the "LabVIEW Academy" Logo and the "LabVIEW Academy" name in connection with the Courses to the extent expressly permitted in this MoU) the "LabVIEW Academy" Logo, the "LabVIEW Academy" name, or any Mark, or any mark or name confusingly similar to any of them.

5.4. Institution may not take any action against a third party in relation to the "LabVIEW Academy" Logo, the "LabVIEW Academy" name, or any Mark, without NI's prior written consent. NI undertakes no obligation to register or apply to register, or to maintain any registrations of, the "LabVIEW Academy" Logo, the "LabVIEW Academy" name, or any Mark in any jurisdiction. Institution will, immediately upon becoming aware, give full written particulars to NI of (a) any allegation that the "LabVIEW Academy" Logo, the "LabVIEW Academy" name, or any Mark infringes the rights of any third party, or (b) any unauthorized use of the "LabVIEW Academy" Logo, the "LabVIEW Academy" name, or a Mark by a third party. Institution will not make any allegation, admission, settlement, or comment in respect of any such matter without the prior written consent of NI. Unless specifically and expressly waived in accordance with Section 15, NI will have sole right to control the prosecution, defense and any settlement of any claim, dispute or proceedings related to the "LabVIEW Academy" Logo, the "LabVIEW Academy" name, or a Mark, including but not limited to NI's sole discretion regarding whether to implement any action and whether or not to bring or defend, or settle or attempt to settle, any claim, dispute or proceeding.

6. No Other Licenses. Institution acknowledges that all intellectual and industrial property rights, including but not limited to any copyrights and trademarks, which relate to the Materials, belong to and are retained by NI or NI's subsidiaries, as applicable. No rights, licenses or permissions, express, implied or by estoppel, are granted by NI except for the limited licenses expressly set forth in this MoU. All rights not expressly permitted to Institution in this MoU are reserved to NI.

7. Warranty Disclaimer. **INSTITUTION ACKNOWLEDGES AND AGREES THAT THE LICENSES, MATERIALS AND INFORMATION PROVIDED BY NI ARE AND WILL BE PROVIDED ON AN "AS IS" BASIS AND WITHOUT WARRANTY OF ANY KIND, AND NO WARRANTIES, EXPRESS OR IMPLIED, ARE MADE WITH RESPECT TO SUCH LICENSES, MATERIALS OR INFORMATION, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT, OR ANY OTHER WARRANTIES THAT MAY OTHERWISE ARISE FROM USAGE OF TRADE OR COURSE OF DEALING; ANY AND ALL OF WHICH IMPLIED AND STATUTORY WARRANTIES ARE HEREBY DISCLAIMED, TO THE FULL EXTENT PERMITTED BY LAW.**

8. Term and Termination.

8.1. Term. This MoU shall commence on the Effective Date and continue for twenty-four (24) months unless terminated earlier. Either party may notify the other party in writing of early termination of this MoU by a prior notice of not less than three months prior to the effect of such termination.

8.2 Termination. Notwithstanding Section 8.1, if, during this MoU, including renewal terms, either party breaches this MoU, the other party may terminate this MoU upon notice to such party if such breach has not been cured to the reasonable satisfaction of the other party within thirty (30) days following written notice of the breach. This MoU shall terminate immediately and automatically if the Institution suspends operations, is or becomes the subject any bankruptcy or similar proceeding, makes an assignment for the benefit of creditors, or is adjudicated bankrupt or insolvent.

8.3 Effect. The following sections and subsections shall survive any termination or expiration of this MoU: 2.2, 5.3, 5.4, 6, 7, 8.3, 9, 10, 11, 12, 13, 14 and 15.

## 9. INDEMNITY; LIMITED LIABILITY.

9.1 Indemnity By Institution. Institution shall indemnify, defend and hold NI harmless for (a) any damage, expense (including reasonable attorneys' fees), loss, or injury (collectively, "Losses") arising from or in connection with any failure to comply with any of the provisions of Section 5 or any of its subsections; and (b) Losses claimed or sustained by Institution, a Student or other third-party relating to or arising from any Courses or any activities related thereto; however the same may be caused, including without limitation wholly or partially by the fault, negligence or strict liability of NI or others; provided that NI promptly notifies Institution of such claim, and provides Institution with the authority, assistance, and information Institution needs to defend or settle such claim. Institution shall not be liable for a settlement made without its prior written consent.

9.2 Indemnity By NI. NI shall indemnify, defend and hold Institution harmless for any claim by a third party that the Materials, as provided by NI, infringe such third party's United States copyrights; provided that such claim does not arise from use of the Materials other than as expressly permitted in this MoU, from any use or combination of the Materials with other materials not provided by NI, or from modification of the Materials not made by NI; and provided that Institution promptly notifies NI of such claim, and provides NI with the authority, assistance, and information NI needs to defend or settle such claim. NI shall not be liable for a settlement made without its prior written consent. This Subsection 9.2 states Institution's sole remedy for, and NI's entire liability and responsibility for, infringement of any patent, trademark, copyright, or other intellectual or industrial property right relating to the Materials. **THIS LIMITED INDEMNITY IS IN LIEU OF ANY OTHER STATUTORY OR IMPLIED WARRANTY OR REMEDY AGAINST INFRINGEMENT.**

9.3 Liability. **EXCEPT AS PROVIDED IN SUBSECTION 9.2, IN NO EVENT SHALL NI BE LIABLE FOR ANY DIRECT, ACTUAL, INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES, OR DAMAGES FOR LOSS OF PROFITS, REVENUE, DATA OR DATA USE, INCURRED BY INSTITUTION, OR ANY STUDENT OR OTHER THIRD PARTY, ARISING FROM THIS MOU, WHETHER IN AN ACTION IN CONTRACT OR TORT, EVEN IF NI HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND EVEN IF CAUSED BY THE FAULT, NEGLIGENCE OR STRICT LIABILITY OF NI OR OTHERS. IN NO EVENT SHALL NI'S LIABILITY UNDER THIS MOU EXCEED, IN THE AGGREGATE, THE AMOUNT OF US\$1,000 (ONE THOUSAND U.S. DOLLARS).**

10. Independent Contractors; Freedom of Action. Institution and NI are independent contractors to one another and nothing herein shall be deemed to create an agency, partnership, joint venture, franchise or employment relationship between NI and Institution or its personnel, and neither party shall represent to the contrary, either expressly, implicitly, by appearance or otherwise. Institution acknowledges, represents, and agrees that it has not paid, and will not pay, any fee to enter into this MoU. The licenses, rights and permissions granted to Institution under this MoU are nonexclusive. NI may provide identical or similar licenses to others. Further, NI may itself, or with others, (including without limitation other educational institutions), provide, deliver and/or teach courses that are the same as, or similar to, the Courses, or engage in other activities described in this MoU.

11. Assignment. Each party understands and acknowledges that this MoU is personal to the parties and accordingly, except for NI's right to assign this MoU to a related entity, neither party may assign this MoU (in whole or part)

without the prior written consent of the other and any attempt to do so shall be void. Institution may not delegate or subcontract any of its obligations under this MoU without NI's prior written consent.

12. Dispute Resolution. This MoU shall be construed under the laws of India. Any dispute or claim arising out of or in connection herewith, or the breach, termination or invalidity thereof, shall be settled by a sole arbitrator, in accordance with the provisions of the Arbitration and Conciliation Act, 1996. The place of arbitration shall be Bangalore and the arbitration proceedings shall take place in the English language. The arbitration award is final and binding upon the parties and the parties undertake to carry out any arbitration award without delay and shall be deemed to have waived their right to any form of recourse insofar as such waiver can validly be made.

13. Notices. All notices which shall be given by either party under the terms of this MoU shall be in writing and be hand delivered, sent by facsimile transmission, overnight delivery, or sent by certified mail, return receipt requested, addressed to the receiving party at the address listed at the first page or to such other persons or addresses as may be designated by a party in writing. Notice shall be effective on the date it is received or receipt is confirmed or, if mailed as described above, no later than ten (10) days after the date of such mailing.

14. Compliance with Laws. Institution agrees to comply with all applicable laws, including without limitation United States export laws and regulations, in Institution's performance of, and exercise of rights under, this MoU.

15. Registration. If this MoU is required to be registered with authorities in India, Institution shall complete any such required procedures promptly.

16. Counterparts; Language; Amendment; Construction; Severability; Waiver. This MoU, together with the exhibits attached hereto and referred to herein, embodies the entire understanding between the parties regarding the subject matter hereof and supersedes all prior representations, discussions and communications, whether oral or written. This MoU may be executed in two counterparts, each of which taken together shall constitute one single MoU between the parties. This MoU is solely in the English language. Any translations into any other languages shall be of no effect in interpreting this MoU or otherwise. No amendment, change, alteration, or modification hereof may be made except in a writing signed by both parties. The headings used herein are for convenience only and shall not enter into the interpretation hereof. Each term and condition of this MoU will be construed in such manner to be valid, enforceable and in compliance with applicable law. If any provision of this MoU is deemed or held by a court of competent jurisdiction to be invalid or unenforceable in whole or in part, such construction will neither impair nor affect the validity or enforceability of any other provisions of this MoU. The failure to insist upon strict compliance with any of the provisions of this MoU shall not be deemed a waiver of any such provision, nor shall any waiver or relinquishment of any right or power hereunder, at any one or more times, be deemed a waiver or relinquishment of such right or power at any other time or times. No waiver of any right under this MoU is effective unless made in writing, signed by an authorized representative of the waiving party and dispatched to the benefiting party in accordance with Section 13.

EXECUTED as of the Effective Date set forth above.

NI Systems (India) Pvt. Ltd.

VIGNAN'S UNIVERSITY, GUNTUR

Signature:

**Solaikutty Dhanabal,**  
**Academic Program Manager**  
Name and Title:  
Date:



Signature:

**REGISTRAR**  
**VIGNAN'S FOUNDATION**  
**FOR SCIENCE, TECHNOLOGY AND RESEARCH**  
(Declared to be Deemed University U/S 3 of UGC Act 1956)  
**VADLAMUDI-522 213.**  
**A.P. INDIA**

## EXHIBIT A

### INSTRUCTIONAL MATERIALS:

As determined and provided by NI.

- supplemental LabVIEW questions—Copying Permitted for Course Use
- Instructor version of the Student Workbook (PDF)—Instructor Use Only
- Student workbook version (PDF)—Copying Permitted for Course Use]]

### OBJECTIVES:

Institution agrees to set up the ACADEMY, which is expected to meet the following goals:

- 1) To pursue training activities related to user education and training in areas mutually agreed to by INSTITUTION and NI. Initially the ACADEMY will begin activities in the area of user training in LabVIEW.
- 2) To strengthen the collaboration between INSTITUTION and NI, which may encourage undertaking of teaching projects and INSTITUTION to pursue its objectives of advancement and creation of knowledge through use of the facilities developed under the ACADEMY.
- 3) To organize courses/workshops/seminars every year on various aspects of Algorithm Engineering and Graphical System Design.

### COMMITMENTS OF NI:

- 1) NI may provide free of cost technical consultancy (no more than a reasonable period of time solely determined by NI) for establishment of ACADEMY at INSTITUTION.
- 2) NI agrees to provide free training (no more than 5 days) to 5 faculty of the ACADEMY on LabVIEW Fundamentals and further to waive off the first CLAD exam attempt fees of such 5 faculty.
- 3) NI agrees to provide start-up assistance (no more than a reasonable period of time solely determined by NI) at INSTITUTION during installation of NI products at the ACADEMY either directly or through its channel partners.
- 4) Once the ACADEMY qualifies for the criteria required for a LabVIEW Academy, NI agrees to provide 50% discount in CLAD (Certified LabVIEW Associate Developer) exam fee for the students & faculties of ACADEMY who got trained under ACADEMY.
- 5) NI agrees to provide free technical support over phone and e-mail on NI products and their usage for various measurements and control.
- 6) NI may support INSTITUTION in conducting training programs for industry representatives approved by NI.

### COMMITMENTS OF INSTITUTION:

- 1) INSTITUTION agrees to use this ACADEMY as common facility for the entire campus and there will be Courses conducted for various engineering disciplines.
- 2) INSTITUTION agrees to appoint dedicated CLAD Certified instructor to conduct the Course in the ACADEMY
- 3) INSTITUTION agrees to provide computers and all other necessary infrastructure for the ACADEMY and all will be networked with structured cabling and Ethernet Switch.
- 4) INSTITUTION agrees to offer devoted human resources to impart compulsory or elective level through at least one 3-credit course on Virtual Instrumentation for all disciplines.
- 5) INSTITUTION also agrees to ensure the development of teaching demonstrations, application notes and project work through students and faculty of INSTITUTION using the facilities provided by ACADEMY.

### JOINT EFFORTS:

- 1) An official of INSTITUTION to be nominated and appointed by mutual consent of INSTITUTION and NI will coordinate the activities of the ACADEMY.
- 2) Both INSTITUTION and NI shall permit their respective experts to contribute in the teaching/training programs conducted by either organization through mutual consent.

## EXHIBIT B



## 1. LabVIEW Academy Logo:

The “LabVIEW Academy” logo is set out below for identification (the “SAMPLE” watermark is not part of the logo—the artwork for the logo will be made available after execution of this MoU by Institution and NI):



## 2. Requirements:

In addition to the other requirements of this MoU with respect to the use of the “LabVIEW Academy” Logo, the “LabVIEW Academy” name, and the Marks, Institution agrees to comply with the guidelines at <http://www.ni.com/legal/trademarks/> and any and all other guidelines that may be provided or made available by NI to Institution from time to time, and to include, in prominent type and font as specified by NI, the following legend in all materials on or in connection with which the “LabVIEW Academy” Logo or the “LabVIEW Academy” name are used:

“LabVIEW”, “National Instruments”, and the “LabVIEW” logo design are trademarks of National Instruments Corporation, and are used, as part of the “LabVIEW Academy” logo and the “LabVIEW Academy” name, with the permission of National Instruments Corporation. [name of Institution], not National Instruments Corporation, is solely responsible for the courses offered by [name of Institution], including without limitation those teaching the use of the LabVIEW™ software, and all materials, content, software, and code contained in or made available through this document or web site. Neither [name of Institution], nor any courses or other goods or services offered by [name of Institution], are affiliated with, endorsed by, or sponsored by National Instruments Corporation.



**VIGNAN'S**  
Foundation for Science, Technology & Research  
**UNIVERSITY**  
(Estd u/s 3 of UGC Act of 1956)



## **MEMORANDUM OF UNDERSTANDING**

**BETWEEN**

**VFSTR UNIVERSITY, VADLAMUDI**

**AND**

**CALIBRAGE INFO SYSTEMS PRIVATE LIMITED, HYDERABAD**

VFSTR University and Calibrage Info Systems Pvt Ltd, Hyderabad are here by agree to encourage Industry - Institute Cooperation through interaction and training in furtherance of the advancement of learning as stated below:

- To encourage visits by staff from one institute to the other for the purpose of engaging in Training, Research & Development activities.
  - To permit the students of VFSTR University to undergo internship training at Calibrage R&D centre and its allied organizations.
  - To permit the students of VFSTR University to undergo in plant training at Calibrage R&D centre and its allied organizations.
  - Calibrage shall offer its expertise through the conduction of guest Lectures, Workshops, Courses and Faculty development Programs on areas such as Embedded Systems, VLSI, DSP / DIP, Communication systems and Wireless Embedded, RTOS, PCB designing with OrCAD.
  - The faculty of Vignan University and Calibrage will collaborate and explore for consultancy opportunities.
1. Both the organizations acknowledge that the visits by staff and students from one to the other shall be subjected to the regulations and policies of VFSTR University and Calibrage Info Systems Pvt Ltd, Hyderabad,
  2. Both the Organizations agreed that all expenses, including training material, travel, honoraria and all other costs, shall be the responsibility of the home institute and determined on a case-by-case basis. However, each side will make its best efforts to make available all its facilities to visiting staff and students

3. Members from both the organizations may be invited to offer advanced courses at other's place as Adjunct faculty. Determining the length of course and compensation can be decided depending upon the resources.


### **BREACH OF MOU**

In the event of any breach of the terms of this MoU which is capable of rectification, by either party hereto, such other party shall be entitled to call upon the party to rectify such breach within fifteen (15) days from the date of the notice, failing which the breach shall be deemed to be a material breach, and shall entitle such other party to rescind this MoU for the material breach

### **TERMS AND TERMINATION**

This MoU is valid for a term of six years commencing from 16-08-2015 unless terminated by either party by giving six months' notice or extended mutually by both parties hereto, on the same terms and conditions herein.

**On behalf of Calibrage Info Systems Pvt Ltd,**



For Calibrage Info Systems Pvt Ltd,  
Hyderabad

Signature: Mr.Srikanth.Unnava

Name & Designation: CEO

**On behalf of VFSTR University,**



Signature: Dr.M.S Raghunathan

**REGISTRAR**  
**VIGNAN'S FOUNDATION**  
**FOR SCIENCE, TECHNOLOGY AND RESEARCH**  
Name & Designation: Registrar  
(Deemed to be University)  
**VADLAMUDI-522 213**  
**GUNTUR (DISTRICT), A.P. INDIA**



## **MEMORANDUM OF UNDERSTANDING**

This Memorandum of Understanding is entered into on **05.09.2016** between the **M/s. Cybercity Builders and Developers**, having its principal place of business at 9 Floor (West Wing), DHFLVC Towers, Kondapur, Hyderabad - 500084, Telangana referred as "**Cybercity**" and the academic partner "**Vignan's Foundation for Science, Technology and Research (VFSTR)**" referred as "**VFSTR**", having its principal place of business at VFSTR, Vadlamudi, Guntur District- 522213, Andhra Pradesh, India

### **I. Introduction**

#### **About Cybercity:**

Cybercity is an ISO 9001:2008 certified company, which is into design, manufacture, supply and installation of Pre-Engineered Steel Buildings & Building Components, Structural Steel and Solar module Mounting Structures, Telecom & Transmission Towers, Cold Form Structures and Low Cost Housing for a wide variety of applications such as Industries, Multi-storied Buildings, Warehouses, Power Plants, Steel Plants, Commercial Centers, High-rise Buildings, Airports/Aircraft Hangars, Defence Installations, Sports Stadia (stadiums). The Company's state-of-the-art manufacturing facility is located in Hyderabad, India, with a production capacity of 90,000 MTPA and its factory is the first in India to receive the **IGBC Green Factory Building GOLD Rating**. The company has started commercial production in January 2010 and has executed complex projects across PAN India, which also bagged prestigious awards at National level. The company has long-standing technical collaboration with NCI Inc., USA; Total S.A, France and Tech Universal Ltd., UK. Cybercity is also listed on SSE and NSE. In 2016, the company has set-up "**Centre of Engineering Excellence**" in Visakhapatnam, Andhra Pradesh.

#### **About VFSTR:**

VFSTR located in Guntur District of Andhra Pradesh is a NAAC "A" graded deemed-to-be University under sec-3 of UGC Act, 1956 and is the flagship institution of Vignan Group. The Institution has recently been ranked in 88 position among 3000 odd Engineering Institutions in the country who participated in the survey conducted under the aegis of National Institutional Ranking Framework (NIRE) by the Ministry of HRD, Govt. of India.

The University located on a 50-acre campus in a green and eco-friendly environment of Vadlamudi Village was awarded University status in 2008 and has evolved from the erstwhile Vignan's Engineering College established in 1997. Supported by the Vignan Group consisting of 40 Institutions, which is serving the educational needs of about 44,000 students in both Andhra Pradesh and Telangana, VFSTR is making giant strides

in the right direction through implementation of various good practices in all areas of academic pursuit.

Right from the inception, every activity is made student-centric and quality conscious towards realizing the vision of transforming the students of this region into globally accepted, socially conscious, emotionally balanced and psychologically strong professionals. The Institution conducts 19 UG, 22 PG and 12 Ph.D. Programmes in diverse fields of Engineering and Technology. The institution has four Centres of Excellence and fifteen Research Centres in frontier areas of Science and Technology. Besides, we have international Collaboration Programmes with USA, UK, Canada, Korea, France, Japan and Singapore. A total of 6552 students are presently pursuing their studies in the University both at the UG, PG and Ph.D. level.

## II. Objectives and Terms of Collaboration

- a) Industrial/ In Plant Training
- b) Technical Resource Support
- c) **Internship for students**
  - Students chosen for Interns be in good standing at their school or university;
  - Generally, interns must be able to work full-time during the entire period of the defined work tour / period (6 months).
  - Interns must make good progress (completion of all academic requirements as stipulated by the governing academic body} towards the completion of his or her degree between work tours. Academic progress of interns is subject to periodic review by the academic partner.
  - The topic for the project, if any, will be finalized upon discussing with the candidate.
  - During this temporary engagement, the student(s) will not be paid any stipend/remuneration. The student(s) has to make his/her own arrangement for accommodation and transportation.
  - During the course of association, the student(s) shall maintain utmost secrecy and confidentiality with regard to any information, processes, procedures and systems etc. received/ known by him/her and shall not disclose the same to any other third party. Further, he/she shall not make any unauthorized disclosure nor take unfair advantage of such information, which shall be prejudicial and detrimental to the interest of the Company.
  - The student(s) will also be responsible for the safekeeping and returning in good condition of all the Company's property that may be in his use, custody and charge.
  - The student(s) shall adhere to the rules and regulations of the organization.
  - If a student accepts an employment position with another company while on an intern tour at Cybercity, the student's intern/employment with Cybercity may terminate.

- As an intern, the student(s) will not receive any of the employee benefits that regular employees receive, including, but not limited to health insurance, vacation or sick pay, paid holidays, or participation in employee schemes, if any, and will have no contractual binding with the company for employment.
- Students must familiarize themselves with Cybercity policies. Failure to adhere to Cybercity policies while on tour as an intern may result in termination.
- Cybercity shall review the skills and performance of the student(s) at the end of internship through written test and the qualified/merit students shall be offered employment as "**TRAINEE ENGINEER**" with pay as per the norms of the Company. The posting location of such selected students will depend on the vacancies at that point in time. However, Cybercity does not guarantee any employment with the company by mere completing the internship/ training.

### III. **Liability**

- Each party takes reasonable care and precaution in fulfilling the spirit of this MOU. No other liabilities are applicable unless explicitly agreed before in writing by the authorized persons.

### IV. **Term and Tenuation of this Memorandum of Understanding**

- This Memorandum of Understanding shall last for the initial period of **five (5) years** from the Effective Date unless extended in writing **two (2) months** prior to date of expiry.
- Either party is free to withdraw at any time during the initial period with prior written notice to the other party of its intention to withdraw. During that year, both parties will endeavor to address and correct the concern of the party who wishes to withdraw. If those efforts are not successful, this Memorandum of Understanding will terminate when the three (3) months notice period expires.

### V. **Amendments**

- Amendments to this Memorandum of Understanding may be proposed either by the undersigned or their successors, and shall become effective only if agreed to, in writing, by the undersigned or their successors.

### VI. **General**

- This Memorandum of Understanding is and will be available for disclosure to the general public.
- This Memorandum of Understanding is an agreement between both parties and does not create or confer any right or benefit on any other person or party, private or public.
- The Parties are and shall remain independent contractors and nothing herein shall be construed to create a partnership, agency, joint venture, or teaming agreement between the Parties. Nothing herein shall be construed as implying that either party's employees are employees of the other.

- A determination that any term of this Memorandum of Understanding is invalid for any reason shall not affect the validity of the remaining terms of the Memorandum of Understanding.
- This Memorandum of Understanding constitutes the entire agreement between the Parties and supersedes all prior agreements and understandings, whether oral or written.

IN WITNESS WHEREOF THE PARTIES ABOVE NAMED HAVE HEREBY SET AND SUBSCRIBED THEIR HANDS AND SEALS ON THE DAY, MONTH AND YEAR FIRST ABOVE WRITTEN.

**Cybercity Builders and Developers**

**Vignan Foundation for Science,  
Technology and Research**

For Cybercity Builders and Developers,  
Hyderabad

Signature: .....

Name : SANKAR RAO R

Title : Head-Human Resources



Signature: .....

Name : Cmde.Dr. M.S.Raghunathan

Title : Registrar

**REGISTRAR**  
**VIGNAN'S FOUNDATION**  
**FOR SCIENCE, TECHNOLOGY AND RESEARCH**  
(Deemed to be University)  
**VADLAMUDI-522 213**  
**GUNTUR (DISTRICT), A.P. INDIA**



Memorandum of  
Understanding

Agreement on Academic  
Cooperation



between  
Soongsil University, Dongjak-gu, Seoul, South Korea  
and  
Vignan's Foundation for Science, Technology and Research (Vignan's University),  
Vadlamudi, Andhra Pradesh, India

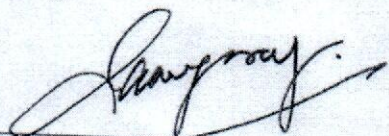
Soongsil University, Seoul, Korea, and Vignan's Foundation for Science, Technology and Research (Vignan's University), India, recognizing the benefits to their respective universities from the establishment of international links, affirm this Agreement.

1. The purpose of this Agreement is to develop academic and educational cooperation and to promote mutual understanding between the two universities.
2. Both universities agree to develop the following collaborative activities in academic areas of mutual interest, on a basis of equality and reciprocity.
  - a. Exchange of faculty, researchers and administrative staff
  - b. Exchange of students
  - c. Conducting collaborative research projects
  - d. Conducting lectures and seminars
  - e. Organizing conferences and symposia
  - f. Exchange of academic information and materials
  - g. Promoting other academic cooperation as mutually agreed
3. The development and implementation of specific activities based on this Agreement will be separately negotiated and agreed between the faculties, schools or institutes, which carry out the specific projects. Both universities agree to carry out these activities in accordance with the laws and regulations of the respective countries after full consultation and approval.
4. It is understood that the implementation of any of the types of cooperation stated in clause 2 shall depend upon the availability of resources and financial support at the universities concerned.
5. Should any collaborative research activities under this Agreement result in any potential for intellectual property, both universities shall seek an equitable and fair understanding as to ownership and other property interests that may arise.



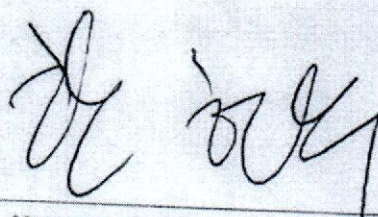
		Industry in the Post-Reform Era".			
81.	Mr.S.Sudheer	National Conference- Management issues and challenges conducted by	Vignan University, Vadlamudi	4,5-April 2012	National
82.	Mr.M.Ramu	Work Shop- Nation building through personality development & career planning,	Kakinada	1-2, Mar 2012	National
83.	Mrs.P.Lakshmi Narayanamma	National Conference- Customer Preference	Mumbai	Mar-12	National
84.	Dr.P.Purushotham	National Conference- Third National Convention for the Community Leaders under program SANCALP from at IBRAD Campus	Institute of Bio-Social Research and Development Kolkata	10 <sup>th</sup> to 13 <sup>th</sup> February, 2012	National
85.	Dr.P.Srinivasa Reddy	National Conference- Corporate Governance	XIMBORissa	9-11 Feb 2012	National
86.	Dr.K.Kalpana	National Seminar- Sources and Challenges in Micro finance	KRU, Machilipatnam	16,17 February 2012	National
87.	Mr.K.Sripathi	International conference- Corporate governance by IPE	Hyderabad		International
88.	Mrs.Ch.Hymavathi	National Seminar- Sources and Challenges in Micro Finance	Krishna University, Machilipatnam	16 <sup>th</sup> - 17 <sup>th</sup> February 2012	National

6. This agreement may be amended or modified by a written agreement signed by the representatives of both universities.
7. This agreement is valid for a period of five years from the date of signing by the representatives of both universities and shall be automatically renewed unless agreed upon.
8. This agreement may, at any time during its period of validity, be terminated by one of the universities upon prior notice to the other in writing not later than six months before the termination date.



**Dr. Chelliah Thangaraj**  
Vice-Chancellor  
VFSTR University

Date: 07/07/15



**Dr. Hernsoo Hahn**  
President  
Soongsil University

Date: June 30, 2015

61.	Dr.P.Purushotham	National Seminar- Small Producer Companies Participated in Retail and Commodity Markets: A Case Study of Poor Farmers' SPCs in MP", presented at the international seminar on Organized retail vis-à-vis Farm Economy of India, held at the Centre for Economic and Social Studies, Begumpet, Hyderabad AP,	Centre for Economic and Social Studies, Begumpet, Hyderabad	September 21-22, 2012	National
62.	Dr.P.Srinivasa Reddy	International Conference- Management Perspective	Amity University	6 <sup>th</sup> & 7 <sup>th</sup> Sept. 2012	International
63.	Mr.D.Vijay Krishna	International Conference- Management Perspectives by	Amity University, Rajasthan	6-7 September 2012	International
64.	Dr.P.Purushotham	National Seminar- Institutional Credit to ST households: A study in three tribal districts in Andhra Pradesh" presented at a national seminar on Financial regulation and challenges in financial inclusion	Centre for Social Development, Hyderabad	August, 23- 24, 2012	National
65.	Dr.P.Purushotham	National Workshop- Training Module on Rural Enterprises for Tribal Households, NIRD, Hyderabad	NIRD, Hyderabad	August 9- 11, 2012	National



**VIGNAN'S**  
Foundation for Science, Technology & Research  
**UNIVERSITY**  
Established by UGC Act of 1956

**Memorandum of  
Understanding**



*between*

**Vignan's University, Vadlamudi, Andhra Pradesh, India**

**And**

**Hannam University, Daejeon, South Korea**

**Introduction**

VIGNAN'S University and Hannam University are mutually committed to the advancement of higher education and recognize the importance of fostering international communication and collaboration, and of enabling our students to have a greater understanding of and sensitivity to other cultures and global issues facing our world community. We agree to the following Memorandum of Understanding as a statement of intent to work toward developing collaborative programs and fostering international cooperation.

**Objectives**

To accomplish the above-mentioned goals, the parties agree to explore, encourage, and facilitate programs and activities such as the following:

1. Exchange of academic and administrative staff;
2. Exchange of students;
3. Accreditation of credits;
4. Language training programs;
5. Exchange of materials in education and research, publications, and academic information;
6. Joint research and meetings for education and research;
7. Other activities deemed appropriate.

Both institutions subscribe to a policy of equal opportunity and will not discriminate on the basis of race, gender, ethnicity, religion, national origin, or handicap.

This document constitutes the entire Memorandum of Understanding between the parties, and all prior discussions, agreements, and understandings, whether verbal or written, are hereby replaced by this Memorandum of Understanding.

This Memorandum of Understanding will not be considered a binding contract creating legal and financial relationships between the parties but is designed as a means to facilitate and develop a genuine and mutually beneficial process for collaboration.

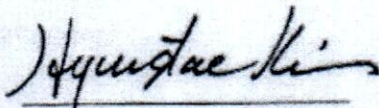
# 2 #

Subsequent to this agreement, the parties may choose to formalize the terms of cooperation and develop an agreement that will govern program operation.

This Memorandum of Understanding will take effect from the date of its signing and shall be valid for a period of five (5) years from that date unless prematurely terminated, revoked, or modified by mutual agreement. The Memorandum of Understanding shall be automatically renewed for successive five-year periods unless either party gives the other written notice of its desire to either terminate or revise the Memorandum six months prior to the termination of a given five-year period.

Agreed:

Hannam University:

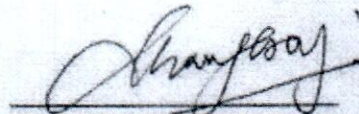


(Dr. Hyungtae Kim)

PRESIDENT

Date: 5/8/2015

VIGNAN'S University:



(Dr. Chelliah Thangaraj)

VICE CHANCELLOR

Date: 5/8/15



**VIGNAN'S**  
Foundation for Science, Technology & Research  
**UNIVERSITY**  
(Institution's 3 of UCC Act of 1916)



**BLACKBUCK**  
**ENGINEERS & COMPANY**

# INCUBATION CENTER

## A JOINT COLLABORATIVE PROGRAM

### MEMORANDUM OF UNDERSTANDING BETWEEN

**The Blackbuck Engineers & Company**

5-124/1, Chandanagar, Hyderabad – 500050

SRT 885, Sanathnagar, Hyderabad – 500018

[www.theblackbucks.com](http://www.theblackbucks.com)

**AND**

**Vignan University**

Vadlamudi

Guntur Dt

Andhra Pradesh



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## CONFIDENTIALITY STATEMENT AND NOTICE REGARDING OBLIGATIONS AND CONDITIONS

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### **Confidentiality**

All information contained in this document is strictly confidential and is provided for the use of VIGNAN UNIVERSITY CSE & IT departments and shall not be divulged to any third party without prior written consent from Blackbucks.

### **Obligations and Conditions**

Neither Blackbucks nor VIGNAN UNIVERSITY has any legal obligation with respect to this document, other than the confidentiality obligation. In the event that any statement or assumption within this document changes or is incorrect, Blackbucks reserves the right to revise any portion of this document accordingly.

Implementation of any services detailed in this document is subject to applicable regulations in force on the date services are to be implemented.

The Blackbuck Engineers & Company, 5-124/1, Chandanagar, Hyderabad, India (hereafter referred to as Blackbucks and Vignan's University hereafter referred to as Vignan agree that the encouragement and development of co-operation and exchange of innovation and technology development in areas of mutual interest would be desirable. Both parties wish to expand the basis for partnership and co-operative agreement to begin services in terms of providing industry projects and promoting technology awareness in the college through training.

**Article 1:** The general purpose of this Memorandum of Understanding is to develop and carry out collaborative activities in furtherance of the common interest of Blackbucks and Vignan, as set forth in Article 2.

**Article 2:** The scope of the collaboration included in this Memorandum of Understanding includes but is not confined to the following categories:

**The Roles and Responsibilities of Hosting Institution (Vignan):**

1. To provide required space and infrastructure to conduct activities proposed in the model. (The details of the required infrastructure are attached in annexure I).
2. To provide sufficient access to various Laboratory equipments.
3. MTech students of both the years need to be involved so that the continuation of project will not be disturbed as one class passes out.
4. Designate faculty responsible to support this activity.
5. To motivate its staff members to actively participate in the activities proposed by Blackbucks and to suggest us ways to implement this initiative in a better way.
6. To monitor and generate feedback reports on the activities for the betterment of the program.
7. To enable Blackbucks to use the premises allocated for this activity for the proposed research and development activities from the date of commencement of operations.
8. To ensure NDA (Non disclosure agreement) is implemented to strict measures.
9. To ensure project delivery is on time as per the schedule.

**The Roles and Responsibilities of Blackbucks:**

1. NFCL account on your campus- Blackbuck has recently entered into software development contract with NFCL. As the relation is about to start, our view is that NFCL account is the best to start as a partnership venture with Vignan University. The current project is a minor project but is a starting point for a long term partnership. We foresee a huge pipeline of projects from NFCL account.  
Or  
Product Development of your choice - Blackbuck encourages students/faculty/management/innovation council to suggest products for development and market. The suggestions need to be prioritized after a feasibility study and project report on expenses and timeline. More details are given in Appendix 1.
2. All computer science and IT students will be introduced to latest technologies with the help of the department as per Appendix 2.
3. To provide schedule to the designated authority.
4. To monitor, guide and help students in technical aspects.
5. For training to all the four years of UG & two years of PG :
  - a. To work out a schedule as per Appendix 3 to review success of the project.
  - b. To develop required documentation and material for carrying out this activity. The material includes all the required content for execution of projects and other R&D activities.
6. To provide required manpower (PM and 2 developers) for carrying out the activities, including suggesting part-time professionals to train students working in the lab to attain standard conformance.

**Note:** The above mentioned areas of work will be coordinated by our technical team and implemented with the help of staff, students and the resources allocated towards such activity development from the Hosting Facility.



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### Issues related to Technology Developed, IP and Patents at the centre

1. Any Technical activity /idea /project proposed / implemented at the Blackbucks Development Lab, can be published on mutual acceptance between VIGNAN UNIVERSITY and Blackbucks
2. Any product (application, idea, and proposed project) out come from the Lab can be implemented, transferred or marketed for the benefit of VIGNAN UNIVERSITY only after mutual consent from both the parties.
3. Either parties can publish in any journals or discuss in any seminar about the technology developed at the centre by informing to each other.

### Article 3

In order to implement the aims and purpose of this Memorandum, the following is mutually understood and agreed:

1. Both Blackbucks and VIGNAN UNIVERSITY will appoint coordinators for the development and management of any joint activities.
2. Proposals for collaborative work under this Memorandum will be submitted through these coordinators.
3. Reporting
  - a. A plan will be set by the team for the entire term with the help of departments. A calendar will be published to that effect.
  - b. A daily status report of activities will be sent by the PM to the board or council.
    - i. A board is formed with Anuradha Thota, Rector Mr. Ramamoorthy and designated faculty member for review propose.
  - c. A weekly status report will be sent to the board and faculty members
  - d. Similarly, Monthly, Quarterly and Annual status report will be sent
  - e. A tele conference / skype meeting every fortnight to evaluate progress of the project, mission and success criteria. Suggestions need to be incorporated and followed up in the subsequent meetings.
  - f. A meeting in person every quarter. In the first quarter there will be a monthly meeting.
4. Individual programs of work under this Memorandum will be jointly planned and conducted through these local coordinators.
5. The coordinators will be responsible for the preliminary evaluation of proposals for activities under this Memorandum according to the normal practices of the respective parties.

### Article 4

1. This Memorandum will come into force on the date of its signature by both parties and will be valid for a period of three years. s
2. This Memorandum may only be amended by mutual agreement of both parties.
3. Reviews of the operation of this Memorandum will be held every year with the aim of enhancing its effectiveness.
4. This Memorandum may be terminated by either party at any time provided that the terminating party gives written notice of intention to terminate at least three months prior termination.
5. From the date of signing this Memorandum, Blackbucks and VIGNAN'S UNIVERSITY can publish about this collaboration. However the copy of the same should be as per the articles discussed in this Memorandum.
6. Any disputes regarding this Memorandum in the period of operation are subjected to Hyderabad jurisdiction only.

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## Terms and Conditions

1. The training will be rigorous and hence the students and the staff should be very well motivated.
2. Access to meeting rooms should be provided to the team
3. We recommend the projects are not tied to academic requirements and deadlines.
4. If any new project required purchase of software it is responsibility of VIGNAN'S UNIVERSITY to purchase the software unless the software is sponsored by client. (Usually this is set in estimation and quotation)

5. Leave and holiday calendar will be different from the university guidelines. Access to premises for staff and students under the program during university holidays should be normal
6. In case of new product development, other departments need to provide their cooperation. Ex: Medical device development (Software (CSE), Embedded Systems (ECE), Fabrication (Mechanical), Marketing and Collateral Development (MBA, EDC))
7. Accommodation for our project managers and personnel for three months till they find their own accommodation, subject to availability.

## Commercials

All revenues and expenses will be accounted to the joint entity.

- **Joint Revenues will be as follows:**
  - For BTech students of CSE and IT departments: Rs. x/- per student per semester.
  - For MTech students training and delivery of R&D project including paper publications and project development without plagiarism costs Rs.x/- per student.
  - All the projects executed as part of the project, has revenue belonging to the joint entity
- **Expenses**
  - Project team from Blackbuck: 1 PM, 2 developers will be accounted for overall human resource expenses. The project team will be increased / decreased depending on the projects earned for the joint entity.
  - Expenses on hosting international seminars, publications, industry tours, travel of students for paper presentation will be charged to the joint entity.
  - Sales and marketing expenses from Blackbuck management will not be charged to the joint entity.
  - Accounting services of CMR may be used.
  - Any travel related to the entity or project team, student implementation team travel to the client place and related boarding and lodging expenses need to be borne by joint entity and after approval from the board
  - Procurement of hardware and real estate do not count under expenses.
  - Any expenses should be approved by board.
  - Any property thus purchased after board approval using the income generated by program is a joint property.
  - Board approval rights are 50:50, meaning both the parties (Blackbuck through MD, CMR through designated person as mentioned in MoU) should compulsorily agree to approve.
  - Intellectual properties, advertisements, marketing material are joint property. Intellectual Property will be joint property. Publications, awards, rewards, recognition and prizes will give due credits to the joint entity and will be publicized after approval from the board
- **Any hardware thus purchased is property of VIGNAN'S UNIVERSITY**
- Faculty development program and training programs will not be charged separately. Any incidental expenses or per diem in case of external faculty is charged accordingly.
- We make every effort to make the department profit generating through innovative projects, consulting and R&D. The profit / revenue thus generated will be shared in proportion 70:30. 70% share to Blackbuck and 30% share to VIGNAN UNIVERSITY.
- The above terms and conditions can be changed on mutual agreement by both the parties.
- Term: The agreement is applicable for 3 years unless dispute arises wherein the withdrawal has to be agreed by both the parties or settled in the court of law, subject to Hyderabad jurisdiction.
- If in any case one of the parties decides to / forced to withdraw from the program, the withdrawal can happen only at the end of completion of a semester and related accounts are settled to satisfaction of both the parties.

**APPENDIX 1:**

Common working infrastructure with:

- Desktops / lab access to student laptops with minimum 4 GB RAM (Latest technologies are not working below this configuration)
- Open source software installed. Blackbuck is responsible to bring software, know how and installation capability of all open source software.
- Cloud access to server and hosting will be provided by Blackbuck for development purposes.
- Wifi and Broadband internet access to all desktops / laptops. Access privileges are set by our technicians and is awarded only after proper documentation
- A land line extension facility
- Access to fax
- Access to Blackbuck staff to common areas in the campus including library and canteen
- Security / physical access to the lab needs to be implemented by the University unless it is to the senior management. External hard disks will not be allowed.
- All activities in the lab will be monitored.
- White board
- Access to projector when needed
- For motivation of the students who are selected, a new identity card indicating joint entity and a sort of achievement, would be good to implement

**APPENDIX 2:**

	I year	II year	III year	IV year	MTech
<b>Workshop / Training Program</b>					
Business Analytics					
ERP					
Big Data and Hadoop / Weka					
Internet of Things					
Smart Cities					
Private Cloud Setup					
Android development / iPhone app dev					
Automated Testing Methodologies					
Software Engineering					
Sharepoint					
Salesforce					
Wireless Sensor Network					
3D Printing					
Ethical Hacking					
NS2 - Networking					
Encryption/ Decryption					

**APPENDIX 3**

	I year	II year	III year	IV year	MTech
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National Seminars				1	1
Workshops	2	2	2	2	2
Complete end-end projects	2 per group of students	2 per group of students	2 per group of students	1 per group of students	1 per student 100%
Paper Presentations			2		5
Publications					100% From all students. Impact factor to be discussed with faculty. Plagiarism free through Turnitin
R&D labs					1 Lab with the above described technologies
Incubation center project execution and implementation				Selected groups	Selected students
Faculty training program	In listed technologies and project management – 3 (for different groups of faculty. Other departments are welcome)				
Media coverage	1 per year on Newspaper / TV for innovative models developed by students.				
Industry Tour	An opportunity for selected group of students to visit huge campuses of the industry and interact with the employees (2 per year)				

## ABOUT BLACKBUCKS

*“Any sufficiently advanced technology is indistinguishable from magic.”*

Blackbuck Engineers & Company is founded in such spirit. We are passionate about high technology and **futuristic R&D projects**. Our strength lies in multi and **interdisciplinary** capabilities across engineering disciplines and functional modules. Blackbuck employs engineers who have research focus, strong at engineering design. Our staff includes more of Masters and Ph.D. level engineers. Blackbuck is passionate about pushing the limits of world-class technology, so our customers can turn their dream into beautiful design concepts and then into successful, innovative products.

We operate in two divisions:

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**Blackbuck R&D labs** - Blackbuck R&D labs aims at raising the bar in engineering education in India. Blackbuck is into R&D and real-time application development services to Engineering students. We transform ideas of the students into reality and if we could manage to get investments for any of the products, the revenues are shared with the college and students.

**Blackbuck Engineers** - By virtue of working in R&D in academia we have gained expertise in latest, cutting edge technologies. Our methodologies are meticulous and research-oriented. We work on various technologies that include Big Data, IoT, Web application and mobile application development and Engineering Design and Analysis Services.

In our endeavor to establish a global standard organization, we are now operational in UK. Looking forward to establish our presence in US and Australia in 2015.

## Blackbuck Incubation Center

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The mission of Blackbuck incubators is to:

- Technology know how on latest in the market
- Project delivery for every semester for every student
- Train the next generation of technology entrepreneurs
- Create successful technology ventures and
- Connect the college with organizations.

You can utilize our program to commercialize and produce tangible results. This program surely is a sign of top engineering and science colleges, and helps gaining national reputation.

- VIGNAN UNIVERSITY should not enter into direct agreement with any of our customers / corporate / public sector / government or any other accounts that Blackbuck has setup and operated as a joint entity on VIGNAN UNIVERSITY campus
- VIGNAN UNIVERSITY should not directly or indirectly hire / contract our employees.

**Blackbuck Engineers and Company**

By: Anuradha Thota  
Name: Anuradha  
Title: CEO  
Date: 19/10/15

**VIGNAN'S UNIVERSITY**

By: [Signature]  
Name: C. Thangaraj  
Title: \_\_\_\_\_  
Date: 19/10/15



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## NON-DISCLOSURE AGREEMENT

This Agreement is entered into as of 19th day of October, 2015 by and between **Blackbuck Engineers Pvt. Ltd. (represented by authorized signatory Mrs. Anuradha Thota)**, having its registered office at 5-124/1, Chandanagar, Hyderabad, India (hereinafter referred to as "Blackbucks") and **Vignan's University**, represented by \_\_\_\_\_ here in after referred to as Vignan both of which may hereinafter be referred to collectively as the "Parties."

The Parties wish to engage, for their mutual profit, in discussions in which either party may disclose to the other technical and business information which may include valuable intellectual property. In order to assure the confidentiality of this information and the protection of the intellectual property it may include, the Parties agree as follows.

### 1. Definitions

- 1-1 "Confidential Information" means all information disclosed by a disclosing party to a receiving party whether communicated in written, oral, graphic, electromagnetic or any other form, including pictures, drawings, specifications, plans, data, notes, reports, trade secrets, concept, business idea, know-how and other proprietary information, and which:
1. has been kept in secret and treated with reasonable care to a certain degree at the disclosing party,
  2. the receiving party does not already possess without any obligation of confidentiality,
  3. if disclosed in tangible form, is clearly marked as confidential,
  4. if disclosed orally or visually, the disclosing party designates as confidential at the time of disclosure and summarized in writing of the confidential nature of such disclosed information within ten (10) days after the disclosure.
- 1-2 "Business Purpose" means to hold exploratory discussions potentially leading a business relationship with a Vignan. Between Blackbucks and Vignan, Vignan shall be treated as solution development partner by Blackbucks.

### 2. Exceptions

No information shall be deemed to be Confidential Information if it:

- (a) is or becomes publicly available without breach of this Agreement by the receiving party,
- (b) is released for disclosure by the disclosing party with its written consent,
- (c) is known by the receiving party prior to the disclosure,
- (d) is rightly received by the receiving party from a third party without confidential limitations,
- (e) is disclosed by the disclosing party to a third party without restriction on disclosure,
- (f) is independently developed by the receiving party with no access to Confidential Information.

### 3. Use of Confidential Information

- 3-1 The receiving party shall use Confidential Information solely for the agreed Business Purpose.
- 3-2 The receiving party shall stop using the Confidential Information as soon as the Business Purpose is complete or ceased.
- 3-3 The disclosing party shall give to the receiving party a written request of return and /or disposition of Confidential Information upon completion or cease of the Business Purpose, and the receiving party shall return to the disclosing party or destroy all Confidential Information and copies within ten (10) days of receipt of such request.

### 4. Obligations

- 4-1 Neither party shall disclose any Confidential Information of the other party to any third party other than employees, officers, directors, agents, lawyers of itself, parent company and parent company's subsidiaries on a need-to-know basis. For the purpose of this agreement, a parent company means an entity who takes control of either party by holding more than 50% of shares of outstanding stock, a subsidiary means an entity whom either party takes control by holding more than 50% of shares of outstanding stock.
- 4-2 The receiving party shall make no copies of Confidential Information than are necessary for using Confidential Information effectively for the Business Purpose.
- 4-3 The receiving party shall use the same degree of care to maintain the disclosing party's Confidential Information in the receiving party's possession secret as used in maintaining its own proprietary and/or Confidential Information as secret, but always at no less than a reasonable degree of care.
- 4-4 In the event the receiving party is requested to disclose any Confidential Information pursuant to the requirements of a governmental agency or operation of law, the receiving party shall give the disclosing party reasonable advance notice so that the disclosing party may contest such requirement of disclosure and/or take necessary actions to protect such Confidential Information.

**5. Ideas, business rules, designs, programs, architecture plan, algorithms, packages, business content, manuals, and any other related material developed, fabricated, manufactured or produced in which it is not in public domain or existing with Blackbucks already and are solely created for this purpose of this engagement shall belong to Blackbucks and that these objects shall not be used either in full or in parts by Blackbucks for any other party in the development of similar products.**

#### **6. Further Agreements**

This agreement shall not obligate either party to enter into any further agreements or to proceed with any possible relationship or other transactions.

#### **7. Remedy and Relief**

The Parties each acknowledge and agree that due to the unique nature of the other's Confidential Information, there may be no adequate remedy at law for any breach of their obligations hereunder, which breach may result in irreparable harm to the other, entitling the other to appropriate injunctive or other equitable relief, in addition to whatever remedies the other might have at law. In the event that any litigation or other proceeding, in equity or at law, is entitled to receive a sum as and for its reasonable attorney's fees, court costs and expenses incurred in the pursuit or defense of said litigation in addition to such other relief as may be awarded.

#### **8. Survivability**

Should any provision of this Agreement be determined to be overbroad and therefore unenforceable, such provision shall be redrafted in order to narrow its scope to the extent necessary to make the provision reasonable and enforceable. If the scope of the provision cannot be narrowed to such an extent that the provision will become enforceable, such provision shall be severed from this Agreement and the remainder of the Agreement shall continue in full force and effect.

#### **9. Term**

- 9-1 This Agreement is effective as of the date first above written and will continue to be effective until (a) the third anniversary, or (b) the day the Business Purpose is complete or ceased, whichever comes earlier, or (c) the day of notice of termination by either party with one month notice
- 9-2 Notwithstanding 9-1, the obligations of the receiving party concerning confidentiality shall deem never terminate following the date this agreement is signed.

#### **10. Jurisdiction**

The jurisdiction is restricted to Courts in Hyderabad, in case of any dispute or litigation.



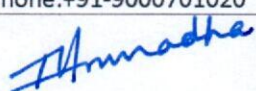
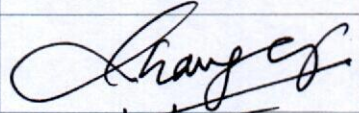
Notices served by either party on other party via registered post to the addresses mentioned in this document will be deemed to have served.

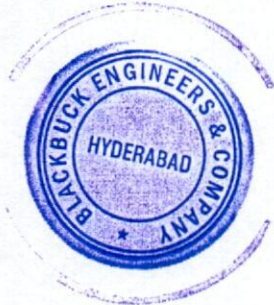
**11. Entire Agreement**

This Agreement shall be construed in accordance with the governing laws of India. This Agreement represents the entire agreement of the parties hereto pertaining to the subject matter of this Agreement, and supersedes any and all prior oral discussion and/or written correspondence or agreement between the parties with respect thereto.

**12. Counterparts**

This agreement may be executed in counterparts, each of which shall be identical and which, taken together, shall constitute one and the same instrument.

Accepted on behalf of the company: Blackbuck Engineers Pvt. Ltd.		On behalf of Vignan University	
Name (Block Letters)	ANURADHA THOTA	Name (Block Letters)	C. THANDARAJ
Designation	Chief Executive Officer	Designation	
	Email: <a href="mailto:anuradha.thota@theblackbucks.com">anuradha.thota@theblackbucks.com</a> Phone:+91-9000701020		
Signature		Signature	
(dd-mm-yyyy)	12-Oct-2015	(dd-mm-yyyy)	12/10/15



**VICE-CHANCELLOR**  
**VIGNAN'S FOUNDATION**  
**FOR SCIENCE, TECHNOLOGY AND RESEARCH**  
(Declared to be Deemed University U/S 3 of UGC Act 1956)  
**VADLAMUDI-522 213,**  
**A.P. INDIA**





**Memorandum of Understanding**  
**Academic and Industry Collaboration between**  
**Vignan's Foundation for Science Technology and Research University**  
**(VFSTR), Vadlamudi, Guntur**

&

**Knowledge Matrix India Private Limited, Plot No 85, Sinman Signature,**  
**Jubilee Enclave, HITEC City, Hyderabad, Telangana**

Vignan's Foundation for Science Technology and Research University (VFSTR), Vadlamudi, Guntur and Knowledge Matrix India Private Limited, Hyderabad an industry with various areas of expertise such as development of satellite system for ISRO, satellite sub-systems, a strong R&D base in the multi-disciplinary areas of its involvement to ensure a continuous improvement end product realization, development of embedded software, GIS and IT services have mutually agreed upon the below mentioned protocols governing their collaboration on academic, research and industry activities.

**Scope:**

The expertise, equipment, research resources and test facilities available shall be shared on mutual agreement for the benefit of both the partners towards research and development.

It is proposed to establish a Research as well as industry-academia Collaboration in the applications such as Development of embedded software, Board design, FPGA design, Photonic sensor, Remote sensing, Pre/Post Silicon Design & Verification, Telemetry for aircrafts between VFSTR and Knowledge Matrix India Private Limited, Hyderabad.

**The Scope of the MoU covers the following category of activities:**

1. Academia-Industry and Research collaboration in the areas of mutual interest.
2. Student and faculty members exchange visits for project internship and practical training and testing purely based on terms of mutual convenience and acceptance.
3. Using of experimental and testing facilities on mutually agreed terms and conditions.
4. Organizing conferences, seminars lectures, short term courses and workshops jointly for mutual benefits. Participation will be based on only agreeable conditions put forth and agreed upon by both the parties.

**Academic and Industry Collaboration**

VFSTRU and Knowledge Matrix India Private Limited, Hyderabad, Knowledge Matrix (india) Private Limited is a Non-Govt company, incorporated on 22 Aug,

2008. It's a private unlisted company and is classified as 'company limited by shares'. Company's authorized capital stands at Rs 1500.0 lakhs and has 84.15% paid-up capital which is Rs 1262.25 lakhs. Knowledge Matrix (india) Private

### **Student Internship**

A few students of VFSTRU will be selected to undergo project internship under the joint supervision of faculty of VFSTRU and technical experts of Knowledge Matrix India Private Limited on mutually agreed upon terms and conditions.

### **Commencement, Renewal, Termination and Amendment**

The MoU will commence in to effect from the day of signing the same by both the parties and will remain in effect for a period of 6 years.

If any one of the partners wishes to terminate the MoU, it shall be done with a prior 3 months advance notice served to the other, but not in the period less than 12 months after the commencement of the agreement.

The modifications of any amendment or agreement, renewal and extension of MoU shall be carried out between the partners and may be formally implemented based on exchange of letters or discussions between the partners at any point of time during the period.

### **Authorised Signatures**

For Knowledge Matrix India Private Ltd,  
HITEC City, Hyderabad

Mr. Bhanu Prakash  
General Manager  
Knowledge Matrix India Pvt Ltd  
Date: 01.12.2016



*[Handwritten signature]*

Dr. M.S Raghunathan  
Registrar  
Vignans' University  
Date: 01.12.2016

### **Note:**

- 1) The UG, PG and PhD. students duly selected and undergoing internship, training and testing shall strictly follow the rules and regulations stipulated by Knowledge Matrix India Private Limited, Hyderabad.
- 2) The faculty and technical personnel exchange visits shall take place for any event only on the basis of mutual convenience and strictly after obtaining prior permission.
- 3) As such there is no financial commitment for any of the partners, if at all there is any, it will be decided and agreed upon only after mutual discussions.



**VIGNAN'S**  
Foundation for Science, Technology & Research  
**UNIVERSITY**  
[Established under UGC Act of 1956]

Memorandum of  
Understanding  
*between*



Vignans University, Vadlamudi, Andhra Pradesh, India  
and  
Daegu University, Gyeongbuk, Korea

**Introduction**

VIGNAN'S University and Daegu University are mutually committed to the advancement of higher education and recognize the importance of fostering international communication and collaboration, and of enabling our students to have a greater understanding of and sensitivity to other cultures and global issues facing our world community. We agree to the following Memorandum of Understanding as a statement of intent to work toward developing collaborative programs and fostering international cooperation.

**Objectives**

To accomplish the above-mentioned goals, the parties agree to explore, encourage, and facilitate programs and activities such as the following:

1. Exchange of academic and administrative staff;
2. Exchange of students;
3. Accreditation of credits;
4. Language training programs;
5. Exchange of materials in education and research, publications, and academic information;
6. Joint research and meetings for education and research;
7. Other activities deemed appropriate.

Both institutions subscribe to a policy of equal opportunity and will not discriminate on the basis of race, gender, ethnicity, religion, national origin, or handicap.

This document constitutes the entire Memorandum of Understanding between the parties, and all prior discussions, agreements, and understandings, whether verbal or written, are hereby replaced by this Memorandum of Understanding.

This Memorandum of Understanding will not be considered a binding contract creating legal and financial relationships between the parties but is designed as a means to facilitate and develop a genuine and mutually beneficial process for collaboration.

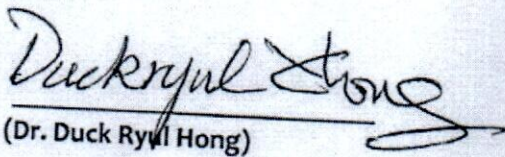
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Subsequent to this agreement, the parties may choose to formalize the terms of cooperation and develop an agreement that will govern program operation.

This Memorandum of Understanding will take effect from the date of its signing and shall be valid for a period of five (5) years from that date unless prematurely terminated, revoked, or modified by mutual agreement. The Memorandum of Understanding shall be automatically renewed for successive five-year periods unless either party gives the other written notice of its desire to either terminate or revise the Memorandum six months prior to the termination of a given five-year period.

Agreed:

Daegu University:

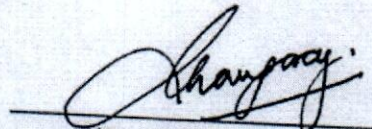


(Dr. Duck Ryul Hong)

PRESIDENT

Date: June 3, 2015

VIGNAN'S University:



(Dr. Chelliah Thangaraj)

VICE CHANCELLOR

Date: June 29, 2015

## Memorandum of Understanding

For Academic and Research Collaboration between



ECOLE CENTRALE DE NANTES, FRANCE

and

VIGNAN'S UNIVERSITY, INDIA



### I. Purpose of the cooperation

1. Based on the professional teaching advantages of both parties, the parties shall create a new platform to cultivate high-level international engineer talents together for local enterprise or joint ventures in India and France, as well as to seek a new breakthrough of Indo-French higher education cooperation.
2. The co-operation between the two contracting institutions is principally for the purposes of:
  - Conducting joint research programmes,
  - Establishing faculty and student exchanges, and
  - Organising any other kind of collaborative effort that might prove useful in achieving these objectives, in general terms.
3. Both parties shall work together to establish an Indo-French Joint Program in Engineering and Technology. Both parties shall make efforts to develop the program and ensure sustainability involving good students and high teaching quality.

### II. Content and Method of the Cooperation

#### II-A) Program 3+3 (or 312)

1. Both sides agree that the joint program take 3+3 pattern (also called 3+1+2 or 312).
2. Structure of the programs:
  - 1) in the 1<sup>st</sup> -3<sup>rd</sup> academic year, the students of these programs will follow the syllabus of the existing degree course of Vignan's University
  - 2) in the 4<sup>th</sup> academic year, the students will go to study in Centrale Nantes in pre-Master program taught in English, and they will finish graduation project and thesis defense. If they go through thesis defense at Vignan's University, they will get the bachelor degree of Vignan's University.
  - 3) The successful students will be admitted in to the Master degree courses in Centrale Nantes, after return to ECN, France, do their 5<sup>th</sup> and 6<sup>th</sup> academic year, if they succeed in Master degree courses, they will be awarded the Master degree of Centrale Nantes.

- 4) Language: the students are required to pass a recognized international English test such as IELTS or other English equivalent test or to submit a recommendation letter from the Indian university certifying the English level.

### 3. Tuition fees and fares:

The students shall register in Vignan's University for four years, and pay tuition fees as per the norms of Vignan's University. From the fourth year, the students should pay the tuition fees to Centrale Nantes as per the norms, mentioned below:

There are 11 Masters in Centrale Nantes, the tuition fees is 6000 Euros per year, except AMASONE. For AMASONE, the pre-Master year is 6000 Euros, M1 is 12000 Euros and M2 is 12000 Euros.

For the pre-Master program the students from Vignan's University will receive a scholarship from central Nantes as per the norms, mentioned below:

S No	Grade of the students	Annual tuition Fees in Euros	Scholarship in Euros	To be paid by the student, in Euros
1	Top 25%	6000	4000	2000
2	26 - 50%	6000	3000	3000
3	51-75%	6000	2000	4000
4	76 - 100%	6000	1000	5000

For the master program (except AMASONE), students with excellent academic level may be offered the Centrale Nantes-master's Scholarship of 4000 Euros.

In addition to the above fees, Students are responsible for the payment of their own living charges (accommodation, social assurance, transport, etc.)

#### II-B) Program 1+2 : Mobility of Double Master degree "1+2" program students

In the first academic year, the students of these programs will follow the curriculum and courses of the existing Master degree course of Vignan's University.

In the 2nd and 3rd academic year, the students will go to study in Centrale Nantes in Master program taught in English, the successful students will be awarded the Master degree of Centrale Nantes and the Vignan's University Master degree.

There are 11 Masters in Centrale Nantes, the tuition fees is 6000 Euros per year, except AMASONE. For AMASONE, the pre-Master year is 6000 Euros, M1 is 12000 Euros and M2 is 12000 Euros.

Students with excellent academic level may be offered the Centrale Nantes master's scholarship.

Students are responsible for the payment of their own living charges (accommodation, social assurance, transport, etc.)

#### II-C) Program 1+1: Mobility of the Master level "1+1" program students

Students of Vignan's University doing Masters, at the end of first academic year can apply for one year mobility in Nantes for academic exchange. The students participating in the exchange at the

Masters level must have to do some courses at Ecole Centrale (it becomes credit exchange/ transfer for courses). Students shall register on the academic program as exchange students and work on their thesis at ECN. This thesis is finally under the validation of Vignan's University. Students are responsible for their living expenses plus travel & insurance during their one year stay. They do not pay fees to ECN.

The student can work on his project defined either by a professor from Vignan university or by the professor at ECN. After they complete the thesis, the students can come back to India and defend the thesis to get their Masters degree at Vignan University.

Successful students may be given an opportunity to get admission to Masters or PhD program at ECN as per their rules, regulations and requirements.

### **III. Staff and Student Exchange**

1. Each institution may encourage students every academic year to participate in the exchange. The number of participants may be increased subject to the mutual agreement of both institutions.
2. Both institutions will encourage the contact and research cooperation between their faculty members.

The details regarding staff and student exchange should be specified in a separate agreement.

### **IV. Structure of management**

A joint management commission will be formed, which is responsible for the correct performance of these study programs. All members of this commission should be nominated in a friendly mutually acceptable manner and accepted by both parties. It will include two representatives from Vignan's University (Prof Ramamoorthy Balakrishnan and Dean (Foreign Collaborations), and two representatives from Centrale Nantes (Prof. Fouad Bennis and Ms Anne-Laure Fremondiere).

### **V. Rights and obligations of both sides of the cooperation**

3. According to the content of the cooperation, both parties should work out students' learning solutions together, and ensure the quality of teaching in the process of program implementation.
4. Both parties should be responsible for the management of students, and provide the students with necessary assistance and guidance during their learning period.

### **VI. Amendments to the Agreement**

Any amendment of this agreement resulting from a change of circumstances or any other legal cause shall be agreed by both parties and effected by a resolution of the Joint Management Commission.

### **VII. Arbitration of Disputes**

This Agreement will be governed by the laws of both countries. If there is any dispute arising out of the interpretation, validity or performance of or otherwise in connection with, both parties shall attempt to resolve it by friendly negotiation. Failing to arrive at such a resolution within a reasonable time, either Party may take such steps as it considers appropriate to resolve and deal with the dispute.

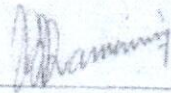


VIII. Effectiveness, duration and termination of the Agreement

1. This agreement will come into effect after signed by representatives of both universities. The duration of the agreement is 5 years.
2. The agreement can be extended if both parties agree upon the extension six months prior to the expiry of the cooperation terms.
3. The agreement can be terminated by each party by submitting a written application and explanation. This will terminate both parties' commitments to future but not to existing registered students.
4. Upon termination or expiry of this agreement, both universities should continue to deliver services to enable all existing registered students to finish their study of the program.

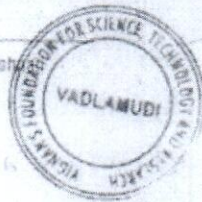
Signatures of both Parties:

for VIGNAN'S UNIVERSITY




Prof. Ramamoorthy Balakrishnan  
RECTOR

Date: 24/06/16



for ECOLE CENTRALE DE NANTES



Prof. Arnaud Poitou  
DIRECTEUR

Date: 26/05/2016





**VIGNAN'S**  
Foundation for Science, Technology & Research  
(Deemed to be University)  
-Estd. u/s 3 of UGC Act 1956



**SIRI POWER PRODUCTS**  
ELEVATING YOUR TECHNOLOGY

## MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding, entered into on 02.06.2016 between the Siri Power Products. principal place of business at Plot No 193 & 199, 2nd Floor, Mahesh Nagar, ECIL, Hyderabad – 500062 and the academic partner "Vignan's Foundation for Science, Technology and Research (Deemed to be University)"; referred as "VFSTR", principal place of business at "VFSTR, Vadlamudi, Guntur Dist. - 522 213, Andhra Pradesh, INDIA".

### 1. Introduction

#### About Siri Power Products

Siri Power Products An ISO 9001: 2008 Certified Company, established its operations in the year 19987. The commendable range, comprising the finest LED Drivers, AC-DC Adapters and Battery Chargers, is widely acclaimed and asked for. Making of this range is done as per the guideline sand norms, defined by the industry and utilizing quality raw materials and modern machines. This ensures the product's performance, strength, capacity and longer service life. In addition of this, the offered range is marked at the most reasonable rate possible.

#### About VFSTR:

Vignans Foundation for Science, Technology and Research (Deemed to be University) located in Guntur (Dist.) of Andhra Pradesh is a NAAC "A" graded University under sec 3 of UGC Act 1956 and is the flagship institution of Vignan Group. The University has recently been ranked at 88th position among 3300 odd Engineering Institutions in the country who participated in the survey conducted under the aegis of National Institutional Ranking Framework (NIRE) by the Ministry of HRD, Govt. of India.

The University located in a 50-acre campus in a green and eco-friendly environment of Vadlamudi Village was awarded University status in 2008 and has evolved from the erstwhile Vignan's Engineering College, established in 1997. Supported by the Vignan Group consisting of 40 Institutions, which is serving the educational needs of about 44,000 students in both Andhra Pradesh and Telangana, VFSTRU is making giant strides in the right direction through implementation of various good practices in all areas of academic pursuit.

Right from the inception, every activity is made student-centric and quality conscious towards realizing the vision of transforming the students of this region into globally accepted, socially conscious, emotionally balanced and psychologically strong professionals. The University conducts 19 UG, 22 Ph.D. Programs in diverse fields of Engineering and Technology. The institution has four Centres of Excellence and twelve Research Centres in frontier areas of Science and Technology; besides we have international Collaboration Programs with USA, UK, Canada, Korea, France, Japan and Singapore. A total of 5323

students are presently pursuing their studies in the University both at the UG, PG and Ph.D level.

## II. Objectives and terms of Collaboration

- Industrial Training.
- In plant training
- Technical resource support
- Industry may depute its personnel as visiting faculty at VFSTR University to teach any of the regular course or specialized topics.
- VFSTR and INDUSTRY shall make provisions to share their respective important R&D facilities in order to promote academic and research interaction in the areas of cooperation.
- Internship for students
- Students chosen for Interns should be in good standing at their school or university.
- Generally, Interns must be able to work full-time during the entire period of the allotted defined work tour/ period.
- Interns must make good progress (completion of all academic requirements as stipulated by the governing academic body) toward the completion of his/her degree between work tours. Academic progress of interns is subject to periodic review by the academic partner.
- If a student accepts an employment position with another employer while on intern period, the student's employment opportunity with Siri Power Products may be terminated after completion of Internship period.
- Students must familiarize themselves with Siri Power Products policies. Failure to adhere to policies while on tour as a intern may result in termination of internship.
- The Students are responsible to follow all safety norms as prescribed by the company.
- The Company is not responsible in case of any incident occurs at work place due to the negligence /violation of safety rules by the student.
- Once the list of selected students is communicated and accepted, no changes will be accepted or replaced from the selected list. The company's selection is final for 6 months internship period.

## III. Liability

- Each party takes reasonable care and precaution in fulfilling the spirit of this MOU. No other liabilities are applicable unless explicitly agreed before in writing by the authorized persons.

## IV. Term and Termination of this Memorandum of Understanding

This Memorandum of Understanding shall last for the initial period of 5 years from the Effective Date unless extended in writing one month prior to date of expiry.

Either party is free to withdraw at any time during the initial period with prior written notice to the other party of its intention to withdraw. During that year, both parties will endeavour to address and correct the concern of the party who wishes to withdraw. If those efforts are not successful, this Memorandum of Understanding will terminate when the 3 month notice period expires.

#### V. Amendments

Amendments to this Memorandum of Understanding may be proposed, either by the undersigned or their successors, and shall become effective only if agreed to, in writing, by the undersigned or their successors.

#### VI. General

- This Memorandum of Understanding is and will be available for disclosure to the general public.
- This Memorandum of Understanding is an agreement between both parties and does not create or confer any right or benefit on any other person or party, private or public.
- The Parties are and shall remain independent contractors and nothing herein shall be construed to create a partnership, agency, joint venture, or teaming agreement between the Parties. Nothing herein shall be construed as implying that either party's employees are employees of the other.
- A determination that any term of this Memorandum of Understanding is invalid for any reason shall not affect the validity of the remaining terms of the Memorandum of Understanding.
- This Memorandum of Understanding constitutes the entire agreement between the Parties and supersedes all prior agreements and understandings, whether oral or written.

Agreed to:

*T. Sankesh Kumar*

For  
SIRI Power Products

*Sankesh Kumar*

For Sri Power Products,  
Hyderabad

For  
VFSTR

*hugh*

**REGISTRAR**  
**VIGNAN'S FOUNDATION**  
**FOR SCIENCE, TECHNOLOGY AND RESEARCH**  
(Deemed to be University)  
VADLAMUDI-522 213  
GUNTUR (DISTRICT), A.P. INDIA



**VIGNAN'S**  
Foundation for Science, Technology & Research  
**UNIVERSITY**

Memorandum  
of  
Understanding  
between  
VFSTR University, India  
and  
I-Shou University, Taiwan

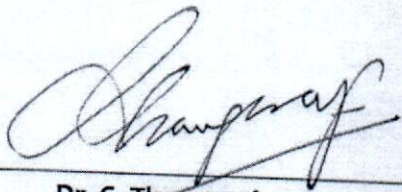


**義守大學**  
**I-SHOU UNIVERSITY**

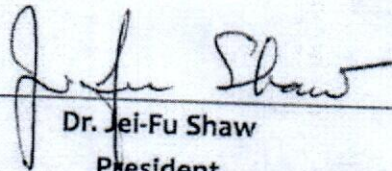
1. **Vignan's Foundation for Science, Technology and Research University (Vignan's University), India and I-Shou University, Taiwan** agree to become Parties to this Memorandum, the purpose of which is to encourage collaboration between both institutions.
2. Within disciplines that are mutually acceptable, both Parties undertake to pursue:
  - a) *Collaboration in recruiting and/or training students following degree and non-degree programs;*
  - b) *Exchange of students;*
  - c) *Visits by possible interchange of faculty for the purposes of research, teaching and development;*
  - d) *Research collaboration in the areas of mutual interest to both parties;*
  - e) *Information exchange, including library materials, internet publications and research publications, where each party respects copyright and intellectual property rights;*
  - f) *Other agreed joint development activities.*
3. The Parties may conclude specific agreements that are mutually agreed upon for the purposes of implementing programs and/or activities pursuant to the provisions of this Memorandum. Such specific agreements shall define the relevant programs and/or activities concerned.

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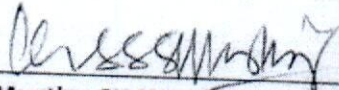
4. Both parties accept that any further activity under this Memorandum is subject to the availability of financial resources, and that supply of resources should be negotiated prior to activity.
5. Each Party may request in writing a modification or amendment of any part of this Memorandum. Any modification or amendment agreed by both Parties shall be written down. Such modification or amendments once approved by both Parties will become part of the Memorandum.
6. Any differences or disputes arising from this Memorandum should be resolved through mutual consultation and negotiations between the Parties.
7. This Memorandum will be effective for a period of five years from date of signature, during which time it shall be reviewed to establish mutual consent as to whether collaboration between the Parties should continue after that time. The Memorandum may be terminated at any time by mutual consent or by six months' notice in writing served by either party.



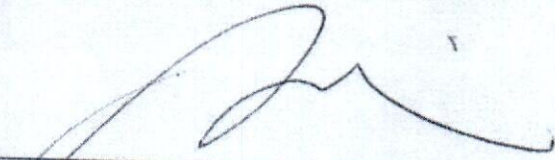
Dr. C. Thangaraj  
Vice-Chancellor  
VFSTR University, India



Dr. Jui-Fu Shaw  
President  
I-Shou University, Taiwan



Dr. Murthy CHAVALI - Dean,  
International Relations,  
VFSTR University, India



Dr. Anna Warangkana Lin - Dean  
International and Cross-Strait Affairs Office,  
I-Shou University, Taiwan

Date 18-4-16

Date



**VIGNAN'S**  
Foundation for Science, Technology & Research  
**UNIVERSITY**  
(Estd u/s 3 of UGC Act of 1956)



## **MEMORANDUM OF UNDERSTANDING**

**BETWEEN**

**VFSTR UNIVERSITY, VADLAMUDI**

**AND**

**VALUE MINDS INFOTECH PRIVATE LIMITED, HYDERABAD**

VFSTR University and Value Minds, Hyderabad are here by agree to encourage Industry - Institute Cooperation through interaction and training in furtherance of the advancement of learning as stated below:

- To encourage visits by staff from one institute to the other for the purpose of engaging in Training, Research & Development activities.
  - To facilitate the training of students from VFSTR University at Value Minds, Hyderabad for the purpose of acquiring skills and advancement of practical knowledge.
  - To promote other academic activities, such as the development of inter professional projects, which enhance the above mentioned goals.
  - To permit the students of VFSTR University to undergo internship training at its centre and its allied organizations. Value Minds allow the students of VFSTR University to pursue projects at its centre and its allied organizations.
  - To support VFSTR University in conducting workshops/Seminars at VFSTR University and its allied Institutions. To have joint meetings with faculty and to discuss on various topics and the curriculum requirements relating to the industries
1. Both the organizations acknowledge that the visits by staff and students from one to the other shall be subjected to the regulations and policies of VFSTR University and Value Minds, Hyderabad.
  2. Both the Organizations agreed that all expenses, including training material, travel, honoraria and all other costs, shall be the responsibility of the home institute and determined on a case-by-case basis. However, each side will make its best efforts to make available all its facilities to visiting staff and students.

3. Members from both the organizations may be invited to offer advanced courses at other's place as Adjunct faculty. Determining the length of course and compensation can be decided depending upon the resources.

### **BREACH OF MOU**

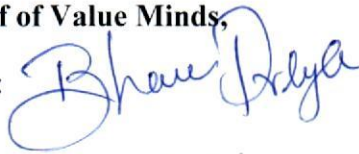
In the event of any breach of the terms of this MoU which is capable of rectification, by either party hereto, such other party shall entitled to call upon the party to rectify such breach within fifteen (15) days from the date of the notice, failing which the breach shall be deemed to be a material breach, and shall entitle such other party to rescind this MoU for the material breach.

### **TERMS AND TERMINATION**

This MoU is valid for a term of five year starting from the effective date cited above, unless terminated by either party by giving six months' notice or extended mutually by both parties hereto, on the same terms and conditions herein.

**On behalf of Value Minds,**

Signature:



Name & Designation: *D. Bharu Priya*

Address:

Date: 07.07.2015

**On behalf of VFSTR University.**

Signature:



Name & Designation: **Dr. M.S Raghunathan**

Address:

Date: 07.07.2015

**REGISTRAR  
VIGNAN'S FOUNDATION  
FOR SCIENCE, TECHNOLOGY AND RESEARCH  
(Deemed to be University)  
VADLAMUDI-522 213  
GUNTUR (DISTRICT), A.P. INDIA**

For Value Minds Infotech Private Limited,  
Armeerpet, Hyderabad





**VIGNAN'S**  
Foundation for Science, Technology & Research  
**UNIVERSITY**  
WARRIOR'S SPIRIT OF EDUCATION



**KOREATECH**  
SOUTH UNIVERSITY OF TECHNOLOGY & EDUCATION

**Memorandum of Understanding  
between  
Vignan's University, Vadlamudi, Andhra Pradesh, India  
and  
KOREATECH, Cheonan, South Korea**

**Introduction**

VIGNAN'S University and KOREATECH are mutually committed to the advancement of higher education and recognize the importance of fostering international communication and collaboration, and of enabling our students to have a greater understanding of and sensitivity to other cultures and global issues facing our world community. We agree to the following Memorandum of Understanding as a statement of intent to work toward developing collaborative programs and fostering international cooperation.

**Objectives**

To accomplish the above-mentioned goals, the parties agree to explore, encourage, and facilitate programs and activities such as the following:

1. Exchange of academic and administrative staff;
2. Exchange of students;
3. Accreditation of credits;
4. Language training programs;
5. Exchange of materials in education and research, publications, and academic information;
6. Joint research and meetings for education and research;
7. Other activities deemed appropriate.

Both institutions subscribe to a policy of equal opportunity and will not discriminate on the basis of race, gender, ethnicity, religion, national origin, or handicap.

This document constitutes the entire Memorandum of Understanding between the parties, and all prior discussions, agreements, and understandings, whether verbal or written, are hereby replaced by this Memorandum of Understanding.

This Memorandum of Understanding will not be considered a binding contract creating legal and financial relationships between the parties but is designed as a means to facilitate and develop a genuine and mutually beneficial process for collaboration.

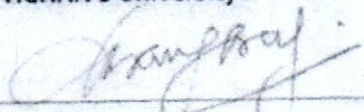
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Subsequent to this agreement, the parties may choose to formalize the terms of cooperation and develop an agreement that will govern program operation.

This Memorandum of Understanding will take effect from the date of its signing and shall be valid for a period of five (5) years from that date unless prematurely terminated, revoked, or modified by mutual agreement. The Memorandum of Understanding shall be automatically renewed for successive five-year periods unless either party gives the other written notice of its desire to either terminate or revise the Memorandum six months prior to the termination of a given five-year period.

Agreed:

VIGNAN'S University :



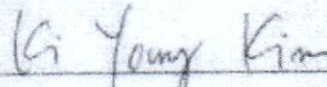
(Dr. Chelliah Thangaraj)

VICE CHANCELLOR

Date:

07/08/15

KOREATECH :



(Dr. Ki-Young Kim)

PRESIDENT

Date:

Aug 7, 2015