

MEMORANDUM OF ASSOCIATION (MOA)

BETWEEN



CMR COLLEGE OF
ENGINEERING & TECHNOLOGY
(CMRCET)

&

Robocoupler Pvt.Ltd
VISA KHAPATNAM
IT-SEZ, INNOVATION VALLEY

MEMORANDUM OF ASSOCIATION

This **Memorandum of Association** (hereinafter called as the 'MOA') is entered into on this the **03rd day of - Nov- Two Thousand Seventeen (2017) to 03rd day of - Nov- Two Thousand Nineteen (2019)**.

BETWEEN

CMR College of Engineering & Technology, an Educational Institution offering Engineering Programmes at UG,PG & Research under **MGR Educational Society** having registered under Registrar of Societies, Hyderabad With Registration Number 6352/2001 dated 19th September 2001 and having AICTE approval with Permanent ID-1-4879971 and EoA dated 25th April 2019 and permanently affiliated to JNTU Hyderabad with UGC Autonomous Status. Situated at Kandlakoya, Medchal Road, NH-44, Medchal District, Hyderabad – 501401

the First Party represented herein by its **PROF. V.A.Narayana - Principal** (hereinafter referred as '**First Party**', the institution which expression, unless excluded by or repugnant to the subject or context shall include its successors – in-office, administrators and assigns).

AND

Robocoupler.Pvt. Ltd., IT Sez, Hill-3, Rushikonda, Visakhapatnam-530045, the Second Party, and represented herein by its CEO, **PRAVEEN MALLA** (here in after referred to as "**Second Party**", company which expression, unless excluded by or repugnant to the subject or context shall include its successors – in-office, administrators and assigns).

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

WHEREAS:

- A) First Party is a Higher Educational Institution named **CMR COLLEGE OF ENGINEERING & TECHNOLOGY (CMRCET)**
- B) First Party & Second Party believe that collaboration and co-operation between themselves will promote more effective use of each of their resources and provide each of them with enhanced opportunities.
- C) The Parties intent to cooperate and focus their efforts on cooperation within area of Skill Based Training, Education and Research.
- D) Both Parties, being legal entities in themselves desire to sign this MOA for advancing their mutual interest;

PRINCIPAL
CMR COLLEGE OF ENGG. & TECH.
Kandlakoya (V), Medchal Road,
Hyderabad-501401.

Robocoupler Pvt. Ltd.
Hill-3, Innovation Vally,
IT-SEZ, Rushikonda,
Visakhapatnam-530045

MEMORANDUM FOR THE DIRECTOR

Enclosed for the Bureau are two copies of a report prepared by the Office of the Inspector General, dated 10/15/54, and captioned "Review of the Bureau's Financial Management System".

REFERENCE

1. The report of the Inspector General is a detailed study of the Bureau's financial management system. It covers the period from 10/1/53 to 9/30/54. The report identifies several areas where improvements can be made, including the need for a more systematic approach to budgeting and the need for better control over expenditures. The report also recommends that the Bureau should consider the possibility of consolidating its financial records and that it should consider the possibility of using a more modern accounting system.

2. The report also contains a number of recommendations for the Bureau to consider. These include the need for a more systematic approach to budgeting, the need for better control over expenditures, and the need for a more modern accounting system. The report also recommends that the Bureau should consider the possibility of consolidating its financial records and that it should consider the possibility of using a more modern accounting system.

3. The report is a detailed study of the Bureau's financial management system. It covers the period from 10/1/53 to 9/30/54. The report identifies several areas where improvements can be made, including the need for a more systematic approach to budgeting and the need for better control over expenditures.

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6. The report also contains a number of recommendations for the Bureau to consider. These include the need for a more systematic approach to budgeting, the need for better control over expenditures, and the need for a more modern accounting system.

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8. The report also contains a number of recommendations for the Bureau to consider. These include the need for a more systematic approach to budgeting, the need for better control over expenditures, and the need for a more modern accounting system.

Very truly yours,
Special Agent in Charge


~~SECRET~~

- E) **Robocoupler Pvt. Ltd** –, the Second Party is engaged in Business, Software Consultancy, Skill Development, Education and **R&D Laboratory** in the fields of – **Robotic Process automation, cognitive technology, AI/ML, Data Science, Information Securities, Cyber Securities solutions.**
- F) the Second Party is promoted by IT Sez, Hill-3, Rushikonda, Visakhapatnam-530045,

NOW THEREFORE, IN CONSIDERATION OF THE MUTUAL PROMISES SET FORTH IN THIS MOA, THE PARTIES HERETO AGREE AS FOLLOWS:

CLAUSE 1 CO-OPERATION

- 1.1 Both Parties are united by common interests and objectives, and they shall establish channels of communication and co-operation that will promote and advance their respective operations within the Institution and its related wings. The Parties shall keep each other informed of potential opportunities and shall share all information that may be relevant to secure additional opportunities for one another.
- 1.2 First Party and Second Party agreed to make Memorandum of Association in MECH, CSE, EEE, and ECE Academic projects, Internships, Workshops and trainings will be given by First party to Second party. So Second party agreed to pay 25% of money to First party as commitment
- 1.3 First Party and Second Party co-operation will facilitate effective utilization of the intellectual capabilities of the faculty of First Party providing significant inputs to them in developing suitable teaching / training systems, keeping in mind the needs of the industry, the SecondParty.
- 1.4 The general terms of co-operation shall be governed by this MOA. The Parties shall cooperate with each other and shall, as promptly as is reasonably practical, enter into all relevant agreements, deeds and documents (the 'Definitive Documents') as may be required to give effect to


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Visakhapatnam-530045

the actions contemplated in terms of this MOA. The term of Definitive Documents shall be mutually decided between the Parties. Along with the Definitive Documents, this MOA shall represent the entire association as to the subject matter hereof and shall supersede any prior association between the Parties on the subject matter hereof.

CLAUSE 2 SCOPE OF THE MoA

- 2.1 The budding graduates from the institutions could play a key role in technological up-gradation, innovation and competitiveness of an industry. Both parties believe that close co-operation between the two would be of major benefit to the student community to enhance their skills and knowledge.
- 2.2 **Curriculum Design:** Second Party will give valuable inputs to the First Party in teaching / training methodology and suitably customize the curriculum so that the students fit into the industrial scenariomeaningfully.
- 2.3 **Industrial Training & Visits:** Industry and Institution interaction will give an insight into the latest developments / requirements of the industries; the Second Party to permit the Faculty and Students of the First Party to visit its group companies and also involve in Industrial Training Programs for the First Party. The industrial training and exposure provided to students and faculty through this association will build confidence and prepare the students to have a smooth transition from academic to working career. The Second Party will provide its Labs / Workshops / Industrial Sites for the hands-on training of the learners enrolled with the First Party.
- 2.4 **Internships and Placement of Students:** Second Party will actively engage to help the delivery of the Internship and placement of students of the First Party into internships/jobs, as per AICTE internship Policy. The Second Party will also register itself on AICTE Internship Policy Portal for disseminating the Internship opportunities available with them.
- 2.5 **Research and Development:** Both Parties have agreed to carry out the joint research activities in the fields of - - **Cognitive Automation &**

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IT-SEZ, Rushikonda,
Visakhapatnam-530015

Artificial Intelligence/Machine Learning Data Science/Robotics

- 2.6 **Skill Development Programs:** Second Party to train the students of First Party on the emerging technologies in order to bridge the skill gap and make them industry ready.
- 2.7 **Guest Lectures:** Second Party to extend the necessary support to deliver guest lectures to the students of the First Party on the technology trends and in house requirements.
- 2.8 **Faculty Development Programs:** Second Party to train the Faculties of First Party for imparting industrial exposure/ training as per the industrial requirement considering the National Occupational Standards in concerned sector, if available.
- 2.9 Both Parties to obtain all internal approvals, consents, permissions, and licenses of whatsoever nature required for offering the Programs on the terms specified herein
- 2.10 There is no financial commitment on the part of the **CMR COLLEGE OF ENGINEERING & TECHNOLOGY (CMRCET), Kandlakoya, Medchal Road, Hyderabad - 501 401. Telangana.**
- 2.11 The First Party to take up any program mentioned in the MoA. If there is any financial consideration, it will be dealt separately.

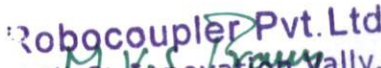
CLAUSE 3 INTELLECTUAL PROPERTY

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

CLAUSE 4 VALIDITY

- 4.1 This Agreement will be valid until it is expressly terminated by either Party on mutually agreed terms, during which period **CMR COLLEGE OF ENGINEERING & TECHNOLOGY (CMRCET) Kandlakoya, Medchal Road,**


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IT-SEZ, Rushikonda,
Visakhapatnam-531 003

Hyderabad - 501 401. Telangana.

- 4.2 the Second Party, as the case may be, will take effective steps for implementation of this MOA. Any act on the part of **Training Partner** or **Robocoupler Pvt Ltd**, the Second Party after termination of this Agreement by way of communication, correspondence etc., shall not be construed as an extension of this MOA
- 4.3 Both Parties may terminate this MOA upon 30 calendar days' notice in writing. In the event of Termination, both parties have to discharge their obligations

CLAUSE 5 RELATIONSHIP BETWEEN THE PARTIES


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

M.V.S Praveen

First Party

Second Party

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



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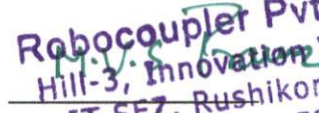
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AGREED:

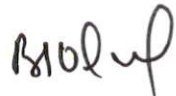
For Name of Institution
**CMR COLLEGE OF ENGINEERING &
TECHNOLOGY (CMRCET)**


For Name of Industry
Robocoupler Pvt.Ltd.



PRINCIPAL
Authorized Signatory
CMR COLLEGE OF ENGG & TECH.
Kandlakoya (V), Medchal Road,
Hyderabad-501401.



Robocoupler Pvt.Ltd.
Hill-3, Innovation Vally,
IT-SEZ, Rushikonda,
Authorized Signatory
Visakhapatnam-530045

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Kandlakoya, Medchal Road, Hyderabad - 501 401. Telangana. INDIA.	IT Sez, Hill-3, Rushikonda, Visakhapatnam-530045,
Prof V.A. Narayana, Principal	Praveen Malla-CEO
E-mail:	robocoupler@gmail.com
https://www.cmrgroup.edu.in/	https://www.robocoupler.com

Witness1: 
Dr. B. Srinivas Varma

Witness2: 
Dr. Somvir Singh

Witness3: 
K. Venkatesh

Witness4:

(S.V.B. Melsenaud)