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46AA 167843

AGREEMENT

This agreement made on the 25th day of November 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

SKYY RIDER INSTITUTIONS FOR ADVANCED SKILL AND RESEARCH(SRI), Situated at Plot No-136/137, Centurion University campus, Ramachandrapur Bazar, Jatani, Khurda-752050, hereinafter referred to as the **Second Party**, represented by its Director **Mr.Himansu Sekhar Panda** (Which expression shall where ever the context so requires or permits, mean and include its successors and assigns)

Whereas The Program for which this agreement is entered shall be known as "Summer/Winter Skill Internship" by Skyy Rider Institutions (SRI) in association with CMRCET, Hyderabad.

Whereas the Training Centre is desirous of undertaking a joint project for the training. The two parties to this agreement with the intention of both being legally bound, accept the following terms and conditions as stated below:

For Skyy Rider Institutions for
Advanced Skill & Research (P)Ltd. |
Himansu Sekhar Panda,

Director

11/10/19 13-10-2019 ଜବାନିଆ ପୁଣି ନା ପ୍ରକୃତି ନାହିଁ ପୁଣି ସଂରକ୍ଷଣ
ସୁରକ୍ଷା କରାଯାଇଛି

ଶ୍ରୀ ରବୀନ୍ଦ୍ର କୁମାର
ଶ୍ରୀ ରବୀନ୍ଦ୍ର କୁମାର
ଶ୍ରୀ ବେଣୁଧର ନାୟକ
ସ୍ଥାନ ଭେଷ୍ଟର
ସର୍-ରେଜିଷ୍ଟ୍ରାର ଅଫିସ, କଟକ

Sibanish Panda

SPECIAL TREASURY, KHORDHA
ISSUED ON-
Dt- 17 SEP 2019
Treasury Officer, Khordha

1) Coordination and Contact Points

- a) SRI for coordination on the arrangements of training program, where *CMR College of Engineering & Technology (CMRCET)* will join hands too.
- b) Starting from student joining to receiving certificates everything will be under SRI scope.

2) Responsibilities of CMRCET:

- a) CMR COLLEGE OF ENGINEERING & TECHNOLOGY (CMRCET) should allow Skyy Rider for branding inside the campus.
- b) The institution must ask all the students from different disciplines to participate in both winter and Summer Internship programs to be held at your premises. Expecting a very good no. of students participation from CMR COLLEGE OF ENGINEERING & TECHNOLOGY (CMRCET) and its other sister institutions at all different programs under the said internships.
- c) The institution has to choose the SPOC person (faculty coordinator) who will be coordinating with SRI team for the whole program.
- d) Institution has to select 5-6 student coordinators, who shall visit all nearby colleges with invitation letter & posters to fix at those colleges. This would give awareness to all students about the Internship programs.
- e) Institution shall give us (Team SRI) a small office space 2 weeks prior to respective internship program till it ends, where our representatives can interact with the students coming from other institutions to CMRCET campus.
- f) Institution has to provide 4-5 audio visual classrooms for different theory classes, lab space for automotive components overhauling training, workspace for aeromodelling training. (N.B- Everywhere we can consider the approximate strength of 50-60 students)
- g) A hall space would be required at the orientation & certification ceremony, where we can accommodate 200-300 students all together.
- h) This agreement bounds CMR COLLEGE OF ENGINEERING & TECHNOLOGY (CMRCET) not to run any of the programs that SRI commences separately not to create any conflict of interest. They will not do the marketing or mobilization separately. However they can recommend the students to join SRI govern programs if such inquiry comes.
- i) We might require accommodation for students coming from other institutions or other cities to attend this internship programs at your premises. For availing this facility students have to pay separately.
- j) Institution shall provide accommodation, food for all SRI trainers & executives for the respective duration of internship programs.

3) Responsibilities of Skyy Rider Institution:

- a) SRI will host Winter Internship 2019 and Summer Internship 2020 in association with CMRCET at their premises to up-skill the students of different institutions from PAN India would also come and join.
- b) To mobilize and motivate students to participate in the program. Marketing of this program along with their other programs.
- c) Preparation of syllabus, study material and other intellectual contents required during the event.
- d) SRI shall print poster, banner, pamphlets, and brochures for the whole campaigning.
- e) SRI shall mobilize students by digital marketing for the program and by doing workshops at different college across country.
- f) SRI shall do digital marketing across country, where we shall highlight CMRCET as our partner institution at Hyderabad.
- g) SRI may give upto 10% discount for a group of students on training fees for students of CMR COLLEGE OF ENGINEERING & TECHNOLOGY (CMRCET) on all our training programs under Winter Internship 2019 and Summer Internship 2020.

For Skyy Rider Institutions for
Advanced Skill & Research (P)Ltd
H. Pandey
Director

- h) SRI will arrange all required aggregates/components for different training programs to be held at Winter/Summer Internship. Whereas if your institution have any center of excellence / industry partnered labs we can consider and redesign the module to run respective training under winter/summer internship at your premises.
- i) SRI shall provide welcome kit, ID card, student coordinator t-shirt, study material and certificates to the students.
- j) Money collection, Taxation and day to day management will be under SRI scope.
- k) SRI shall inform all the students from different institution to respect and obey the general rules and regulations of your campus.
- l) All the training programs will be carried out by the trainers of SRI. In between we may invite industry persons to share their experience with students.
- m) SRI shall bear all the expenses of travelling (to & fro) for all the SRI representatives, industry persons, trainers, etc

4) Revenue Sharing

- a) Revenue will be shared between the two parties for each program and enrolment wise.
- b) The fee collection will be done by Skyy Rider and 25% revenue will be shared with CMR COLLEGE OF ENGINEERING & TECHNOLOGY (CMRCET) after deducting TDS.
- c) GST payment will be done by SRI and revenue will be calculated after deduction of GST.
- d) Payment terms: The payment will be released to CMR College of Engineering & Technology after completion of the training programs at earliest possible from SRI side.

5) Liabilities

SRI shall not, however, be liable for:

- a. Any payments of claims by employees of CMRCET.
- b. Discharging any financial commitments made by CMRCET.
- c. Day to day management of regular program at CMRCET.

CMR COLLEGE OF ENGINEERING & TECHNOLOGY (CMRCET) shall not, however, be liable for:

- a. Mobilizing & collection of payments from Candidates for program.
- b. Start of any new batches for the program and scope for placement.

6) Breach of Agreement

- a) Both the parties shall have the right to terminate the agreement with the other party, in case any of them either fails to provide the services successfully as mentioned in the agreement, or violates any of the clauses mentioned in the MOU, or exploits the students or misuses the partnership with SRI in any way.
- b) The contract can be terminated by a mutual written consent of Parties by execution of a rescission agreement provided the initiating party gives prior notice of at least thirty (30) days for any such termination.
- c) If either of the parties breaches any of the terms of this Agreement and fails to cure such breach within thirty (30) days notice.

7) Amendment to the Agreement

The obligations of SRI and CMRCET have been outlined in this agreement. However, during the operation of the agreement, if circumstances arise which calls for any alteration or modification of this Agreement, the same may be modified/alterd mutually agreed upon by both parties.

8) Period of Validity

This agreement shall be valid for 2 years till November 2021. After completion of this period the agreement may be extended or renewed by mutual consent of both the parties.

For Skyy Rider Institutions for
Advanced Skill & Research (P)Ltd.

Hspanla

Director

9) Arbitration

In case of any dispute or difference of opinion arises with regard to any aspect of this Agreement shall be settled through sole Arbitrator appointed by any of the parties or through Court of Law with Jurisdiction of Bhubaneswar.

Witnesses

1.

For & on behalf of CMR College of Engineering & Technology(CMRCET)



(Prof. V.A.Narayana , Principal)

2. Sanjay Kumar Panda

For & on behalf of SKYY RIDER INSTITUTIONS FOR ADVANCED SKILL AND RESEARCH PVT. LTD.,

For Skyy Rider Institutions for Advanced Skill & Research (P)Ltd

Himansu Sekhar Panda.

Director

3.

(Mr. Himansu Sekhar Panda, Director)