



CHIEF MINISTER'S SKILL EXCELLENCE CENTER



MEMORANDUM OF AGREEMENT (MoA)

BETWEEN

ANDHRA PRADESH STATE SKILL DEVELOPMENT CORPORATION

AND

**Tirumala Engineering College,
Narasaraopet**

Skill Development, Entrepreneurship & Innovation Department
(SDE&I. Dept.), Government of Andhra Pradesh.



20 JUL 2019
JOINT SUB REGISTRAR - I
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NARASARAOPET

AGREEMENT BETWEEN

**ANDHRA PRADESH STATE SKILL DEVELOPMENT
CORPORATION**

AND

TIRUMALA ENGINEERING COLLEGE

JONNALAGADDA

The Agreement is executed on this _____ day of _____ 2019 (Effective Date) by and between,

Andhra Pradesh State Skill Development Corporation, having its Corporate Office at D.No.78/2, G&J Infra Infosight Building, Near Pathuru Junction, Tadepalli - 522501 herein referred to as "APSSDC" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successors and assigns) represented by its Authorized Signatory of the first part;

And

TIRUMALA ENGINEERING COLLEGE having its corporate office at **Jonnalagadda, Narasaraopeta, Guntur, Andhra Pradesh 522601** herein after called **TMECNRT, Narasaraopeta** (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successors and assigns) represented by the **CHAIRMAN** of the second part;

APSSDC and College shall herein after be collectively referred to as Parties and individually as first/second Party.

WHEREAS:

APSSDC is a unique organization formed as a public private partnership (PPP) corporation to promote skill-development & entrepreneurship in the state of Andhra Pradesh. APSSDC is the Executive Agency for the Department of Skill Development, Entrepreneurship and Innovation, Govt. of Andhra Pradesh (GoAP) serving the important task of providing high quality skilled manpower as part of the Knowledge and Skills Mission of GoAP. The main objective of the Corporation is to implement a structured and pragmatic solution to skill & upskill the workforce in the State of Andhra Pradesh and to increase employability and promote entrepreneurship in sync with Industrial growth of the State. The process of developing large pool of skilled manpower has been envisaged in partnership with industry to make the skill development mission more industry relevant and self-sustainable. In the process of achieving these goals, the GoAP has



incorporated APSSDC as a special corporate which shall strive for the appropriate and demand driven Skill Development.

APSSDC in its several meetings have discussed and decided to achieve the goal of skill development with participative approach of the stakeholders' viz. the Government, Industry, academic institutions, youth and all other stakeholders. This participative approach will go a long way in accomplishing the task in economical, appropriate proportions with relevance in the shortest period. The APSSDC would provide the extra infrastructural requirements at the selected academic institutions in order to extend the skilling activities and thus realizing the objectives of APSSDC. In this process, the APSSDC has selected some of the leading Engineering Colleges/Govt. Polytechnics/Industry associated training institutions for providing the additional infrastructural facilities required for running the Skill Development programs.

APSSDC and the College/ Institution which is selected for **CM's Skill Excellence Center (SEC) - ICT Lab** have mutually discussed and agreed to enter into this agreement as detailed hereinafter.

NOW, THEREFORE, in consideration of the mutual promises contained herein and other good and valuable consideration, the receipt of which is hereby acknowledged, the parties agree as follows:

2.1 DEFINITIONS:

In this Agreement, the following expressions shall have the meaning stated herein:

"Agreement" shall mean this agreement executed between APSSDC and College and shall include any written modifications thereof and the schedules attached hereto.

"Applicable Law" shall mean all the laws national and international, enacted or brought into force as the case may be and enforced by the GoI or GoAP as the case may be, and the regulations and notifications made there under and judgments, decrees, injunctions, writs and orders of any court of record, as may be in force and effect.

"CM's Skill Excellence Centre - ICT Lab" shall mean multi-skill focused Centres of Excellence (CoE) at reputed Engineering Colleges in CSE, IT, ECE, EEE, Mechanical and Civil streams. These **CM's Skill Excellence Centers - ICT Labs** will be selected,



established and implemented by APSSDC in active collaboration and assistance from the host College, as per the terms of this Agreement.

“GoAP” means the Government of Andhra Pradesh and its concerned department, Skill Development Entrepreneurship & Innovation.

“Equipment” means/includes Laptops, Projector, Wi-Fi routers, Audio system

3. SCOPE OF SERVICES / PROJECT

- a. To make qualitative improvements in imparting Technical Skills by setting up or providing:
 - Infrastructure in college laboratories by adopting latest technologies in engineering streams of CSE, IT, ECE, EEE, Mechanical and Civil to serve the needs of the industry;
 - Skill up-gradation of faculty by imparting training;
 - **CM’s Skill Excellence Centre - ICT Labs** to focus on training students in line with the latest Industry needs and make them more employable
- b. **Promote Industry** – Academia interfacing to make improvements in Technical Skills sustainable and in line with Industry requirements.
- c. **Train students to improve employability** - Improved placements of students in colleges and enable the students to compete and succeed in national employment market with better remuneration and professional growth.
- d. Create a pool of skilled manpower to cater to the current and future industrial and service sector needs.
- e. Follow Guidelines and procedures prescribed / as may be prescribed from time to time by APSSDC for implementation.

4. SCOPE OF THE FIRST PARTY

The APSSDC shall

- Select reputed academic/Industrial Training Institutions through a stipulated procedure;
- Provide a platform for registration of trainees online and mapping of institutions and students;



- Provide equipment with latest technology to fill up the gap required to suit the skill development training requirements –laptops (as per the configuration given in Annexure I);
- Prepare over all calendar programs and communicate to Second Party;
- Train the faculty in the requisite and relevant skill;
- Exercise its right to cancel the permission now granted to the institutions in the event of not fulfilling their obligations.

5. SCOPE OF THE SECOND PARTY

The College shall:

- Provide a minimum of 750 sq.ft area for setting up the lab;
- Make available the necessary infrastructure as per the project specifications including electrical fittings, electricity and Power backup, water, furniture and fixtures and Air-conditioning;
- Provide adequate security: The College is responsible and accountable for the safety of the lab equipment;
- Ensure internet connectivity of 150Mbps bandwidth;
- Mobilize faculty and students of the college/institution for trainings and Certification;
- Make necessary efforts and ensure maximum participation of students belonging to Scheduled Caste (SC) and Scheduled Tribe (ST) Categories
- Appoint a Centre Coordinator as Single point of contact person (SPOC) for handling all administrative and programme related activities for smooth functioning of the Centre;
- Ensure to mark the daily attendance of candidates in the suggested mode (manual or bio metric or iris scan);
- Make a commitment on the count of faculty and students for APSSDC Training programs as mentioned - **50% of annual intake / students on rolls** – for participation in APSSDC programs like Workshops, online programs, Certification programs, any other programs announced by APSSDC from time to time out of which 50% students are to get certified from the Globally recognized MOOCs;



- Allow at least 50% of intake capacity to students of other colleges with residential facilities **(100 boys & 50 girls at nominal cost)** i.e., food & accommodation.
- *Provide Food and accommodation for 5 mentors (boy / girl) deputed by APSSDC to the college to co-ordinate and execute the APSSDC programs without any charges;*
- Setup one Skill Development Center lab and equip it on the lines of CM's SEC for APSSDC training exclusively;
- Have to bear the maintenance cost of equipment at the college after the warranty lapses

Compliances:

- **KPIs** – Key Performance Indicators (KPIs) will be developed in mutual consultation with colleges and APSSDC.
- **Monitoring:** The activities of CM's Skill Excellence Centers - ICT Labs shall be regularly monitored through an IT monitoring system at APSSDC on a real time basis and also through the monitoring committee of APSSDC.
- **Management Information System:** All reports and documents relating to progress of the students on rolls, Accounts, Audit and Annual Work Plan, as specified at such frequency as may be required by 'THE FIRST PARTY' are to be submitted through MIS.
- Details of Data of Number of students passed out, placed (Trained for Employability), and unplaced on year-on-year basis.
- Institutions will face punitive action amounting to withdrawal of allotment of Centre given under this Project if it is found that the college:
 - ❖ Is Charging capitation fee or indulging in any other malpractice
 - ❖ Provided false data in their reports
 - ❖ Is Unable to achieve targets set by APSSDC/themselves in Proposals consistently
 - ❖ Violated any of the terms and conditions of this Agreement



6. REVENUE GENERATED

The Revenue generated from the programs being implemented by APSSDC will be the sole income of APSSDC as per the Course wise fee structure provided at Annexure -II which may be periodically updated as and when required.

7. BREACH OF AGREEMENT & REMEDIAL PERIOD

APSSDC shall have the right to terminate this Agreement without assigning any reasons by giving prior written notice of 60 (Sixty) days through its authorized signatory. Without prejudice to the above, either Party may terminate this Agreement by giving 30 (Thirty) days' written notice through its authorized signatory in the event of any material breach of any of the material terms of this Agreement by the other Party. The non-defaulting party shall first serve a written notice of its intention to terminate this Agreement to the defaulting party highlighting the material breach and giving the defaulting party a period of 30 days or such extended period as may be mutually agreed to within which to remedy the material breach. If such event of a material breach remain unresolved/unrectified within the said notice period of 30 days or such extended period as may be mutually agreed to, the non-defaulting shall be able to terminate the Agreement forthwith.

8. CONFIDENTIAL INFORMATION

Each Party may disclose Confidential Information:

- a) to the extent to which it is required to be disclosed pursuant to Applicable Law;
- b) to the extent to which it is specifically permitted by the other Party in writing;
- c) to the extent that the Confidential Information is publicly available and
- d) to its employees and professional advisors, but only to the extent necessary and subject to such employees and professional advisors accepting an equivalent confidentiality obligation to that set out in this Clause Confidentiality.

9. LIMITATION OF LIABILITY

Except as agreed and provided under this Agreement, neither of the Parties shall be liable to bear or pay any damages arising out of loss of income, loss of profit, special, incidental, indirect, punitive, exemplary or consequential, to any party including third parties, and all such damages are expressly disclaimed.



10. DISPUTE RESOLUTION

The Parties shall endeavor to resolve all or any dispute or difference arising out of or in connection with this Agreement, amicably within 30 days of notice in writing being issued by the non-defaulting party to the defaulting party indicating such dispute or difference. In case no amicable solution is arrived between the Parties within the said 30 days, then such dispute/s shall be settled through Arbitration as per the provisions of the Arbitration and Conciliation Act, 1996 as amended from time to time. The arbitration shall be done by Sole Arbitrator appointed by APSSDC. The written award of the Arbitrator shall be final and binding on all the Parties. The seat and venue for the arbitration proceedings shall be at Vijayawada, Andhra Pradesh.

11. FORCE MAJEURE

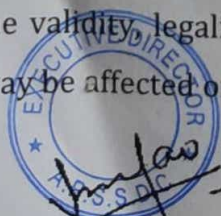
If the performance of any part of this Agreement by parties is prevented or delayed by acts of civil or military authority, flood, fire, epidemic, war or riot, or other acts beyond the reasonable control of either party, the party affected shall be excused from such performance only during the continuance of any such event.

Where a Party is claiming suspension of its obligations on account of Force Majeure, it shall promptly, but in no case later than five (5) days after the occurrence of the event of Force Majeure, notify the other Party in writing giving full particulars of the Force Majeure, the estimated duration thereof, the obligations affected and the reasons for its suspension.

The Party asserting the claim of Force Majeure shall have the burden of proving that the circumstances constitute valid grounds of Force Majeure under this clause and that such Party has exercised reasonable diligence and efforts to remedy the cause of any alleged Force Majeure. If the parties are unable in good faith to agree that a Force Majeure event has occurred, the Parties shall submit the dispute for resolution pursuant to clause 10 hereof provided that the burden of proof as to whether a Force Majeure event has occurred shall be upon the Party claiming a Force Majeure event.

12. SEVERABILITY

If any provision or provisions of this Agreement shall be held to be illegal, invalid or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired there by and the parties hereto agree to



replace the illegal or unenforceable provisions with valid provisions which are as close as possible to the illegal or unenforceable provisions in their respective meaning, purpose, and commercial effect within reasonable time.

13. NOTICE

13.1. Any notice or other document to be given under this Agreement shall be in writing and shall be deemed to have been duly given if left at or sent by:

- (a) hand; or
- (b) registered posts; or
- (c) facsimile or other electronic media;

to the other party at the following addresses and/or telecommunication number or such other addresses as the party may from time to time designate by written notice to the other(s):

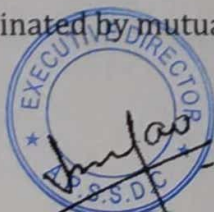
APSSDC **Andhra Pradesh State Skill Development Corporation**
Door No. 78/2, G&J Infra Infosight Building,
Near Pathuru Junction, Tadepalli - 522501

College/ **TIRUMALA ENGINEERING COLLEGE**
Institution **Jonnalagadda, Narasaraopeta, Guntur, Andhra Pradesh 522601**

13.2. All such notices and documents shall be in the English language. All notices or other documents shall be deemed to have been received by the addressee in the case of dispatch by post, five (5) working days following the date of dispatch of the notice or document and in the case of dispatch by hand or by facsimile or other electronic media, simultaneously with the delivery or transmission (as the case may be). To prove the giving of a notice or other document it shall be sufficient to show that it was dispatched in accordance with the provisions of Clause 13.1 hereof.

14. PERIOD OF VALIDITY

This Agreement is effective from _____ and shall be in force for a period of three years, unless terminated by mutual consent of the parties.



15. GOVERNING LAW AND JURISDICTION

This Agreement shall be governed and construed in accordance with the laws of India and subject to the arbitration clause mentioned above, the courts of Andhra Pradesh shall have the jurisdiction to entertain any dispute or suit arising out of or in relation to this Agreement.

16. PUBLICITY

Neither party shall make any public disclosure, except as may be required by applicable law, relating to discussions and or terms related to this Agreement, without obtaining the prior written consent of the other party. Either party shall not use and shall not let their employees, agents and subcontractors from using the name, trademark or logo of other party in any sale, marketing publication, advertisement, or other publication. Either party shall not make, or let its employees, agents or subcontractors make, any public statement relating to the other party.

17. RELATION OF THE PARTIES

Nothing herein shall be construed to neither constitute a partnership between the parties hereto nor to authorize the College save and except as provided herein or with the APSSDC's prior consent in writing, for making any representation.

18. MODIFICATION, AMENDMENT, SUPPLEMENT OR WAIVER

No modification, amendment, supplement to or waiver of this Agreement or any of its provisions shall be binding upon the parties hereto unless made in writing and duly signed by the authorized representative of the party against whom enforcement thereof is sought. Any failure or delay of any party to this Agreement to enforce at any time any of the provisions of this Agreement or to exercise any option which is herein provided, or to require at any time performance of any of the provisions hereof, shall in no way be construed to be a waiver of such provisions of this Agreement.

19. ENTIRE AGREEMENT

This Agreement together with all Appendices, Attachments and Addenda attached hereto constitute the entire agreement between the parties and supersedes all previous agreements, promises, representations, understandings and negotiations, whether written or oral, between the parties with respect to the subject matter hereof.



20.ASSIGNMENT

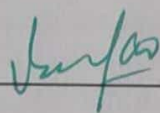
The Second Party shall not be entitled to, nor shall it purport to, assign this Agreement, without prior consent of the First Party.

This Agreement is prepared in two originals and each party shall retain one copy. Each copy shall be treated as original when taken separately and shall constitute as one when taken together.

In token of agreement and acceptance hereof by the two parties the authorized representatives of the two parties hereto have affixed their signatures herein below in the presence of witnesses as under:

SIGNED ON BEHALF OF

ANDHRA PRADESH STATE SKILL DEVELOPMENT CORPORATION

Signature: 

(Name: **Dr. B Nageswara Rao**)



Designation: **Executive Director**

TIRUMALA ENGINEERING COLLEGE,

Jonnalagadda, Narasaraopeta, Guntur, Andhra Pradesh 522601

Signature: 

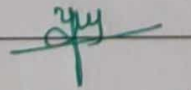
Name: Bolla Brahmanaidu



Designation: **CHAIRMAN**

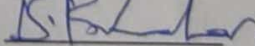
Witness

Name: Dr. Y.V. Narayana

Signature: 

Designation: principal

Name : B. Praveen Kumar

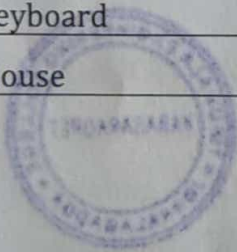
Signature: 

Designation: Spoc, APSS DC

Dr. Y.V. NARAYANA
Principal B.Tech., M.E., Ph.D.
Tirumala Engineering College
JONNALAGADDA-522 601
Narasaraopeta, Guntur Dist., A.P.

ANNEXURE-I

Laptops : 37 No.	
Make and Model : Acer TMP 249-G2-M	
Technical Specifications	
Processor	Intel Core i5-7200U Processor @ 2.5 GHz(Turbo Boost Upto 3.1 Ghz), 3MB Cache, 2-cores
Memory	16 GB DDR4 Memory, 2133 MHz
Internal Storage	500 GB SATA
Wireless Connectivity	Integrated wireless & Integrated Blue tooth.
Display Size	14"
Display Resolution	1366 x768
Webcam	Built-in Webcam.
Battery	5 Hrs Backup
VGA Port	Yes
HDMI Port	Yes
USB 2.0 port	1
USB 3.0 port	2
Operating System	BOSS Linux
Keyboard	External;
Mouse	External;



Annexure - II

Details of course wise fee

S No	Programs Offered for ECE, EEE & EIE	Duration	Fee
1	Embedded systems Fundamentals (Embedded C ,8051)	6 Days	150
2	Embedded Systems Advanced (ARM)	3 Days	300
3	Internet of Things (IoT)	1 Week	300
4	PCB (Software)	3 Days	100
5	PCB (Hardware)	3 Days	100
6	Arduino With Scratch	3 Days	100
7	Mathematical Operations With scilab for Engineering Applications	3 Days	100
8	SciLab	3 Days	100
9	PLC	6 Days	300
10	SCADA	6 Days	300

S No	Programs Offered for Mechanical Engineering students	Duration	Fee
1	AUTOCAD	6 days	250
2	CATIA Phase -I (Modelling)	6 days	250
3	CATIA Phase - II (Surfacing)	6 days	250
4	Solid Edge	6 days	250

S No	Programs Offered for Civil Engineering students	Duration	Fee
1	AutoCAD	6 days	250
2	Revit Architecture	6 days	250
3	Revit Structure	6 days	250
4	ETABS	6 days	250

S No	Programs Offered in Gaming : (Computer Engg/ECE students	Duration	Fee
1	Game Development using Buildbox	3 days	100
2	Fundamentals in Game Development using Unity3D & C#	6 days	250

S No	Programs Offered in Amazon Web Services(AWS) for Computer ENGG/ECE students	Duration	Fee
1	Cloud Literacy	1 Day	Free
2	Cloud Computing_101	2 Days	Free
3	ALEXA SKILLS	5 days	100
4	Associate Cloud Architect	5 days	100

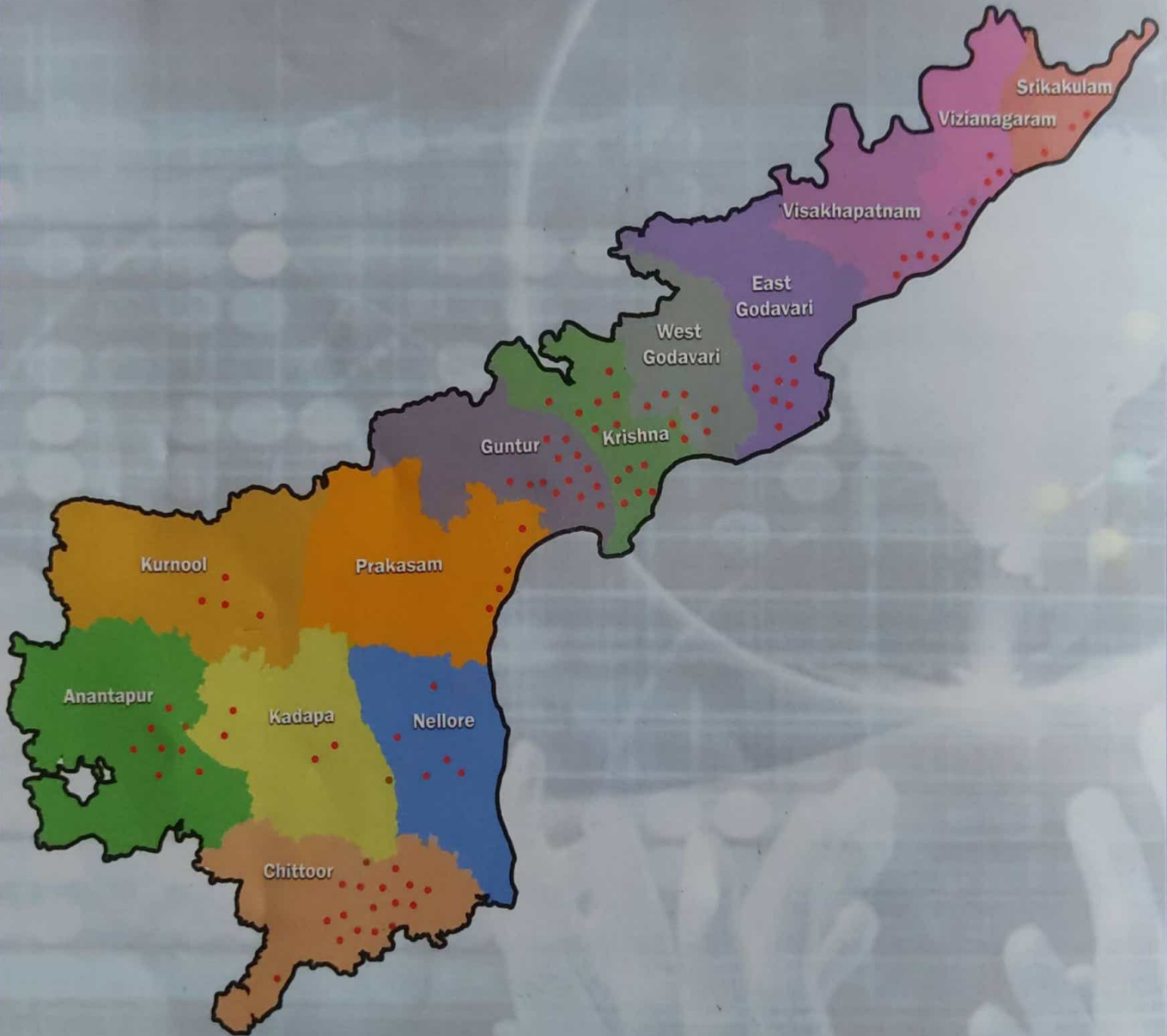
S No	Programs Offered in Python for all Engg. Students	Duration	Fee
1	Python Basics	3 Days	150
2	Advanced Python	3 Days	150
3	Applied Data Science foundations	3 Days	150
4	Web Development with Python	6 Days	300

S No	Programs Offered in Problem Solving & Programming	Duration	Fee
1	Raptor	3 Days	100
2	Data Structures and Algorithms	6 Days	250
3	Problem Solving Skills Using C	6 Days	250
4	Programming Content & Challenges(Coding Training)	6 Days	250

S No	Programs Offered in Coursera Certifications:	Duration	Fee
1	1. An Introduction to Programming the Internet of Things (IOT) Specialization- Coursera	18 Days	2800
2	2.Development of Secure Embedded Systems Specialization - Coursera	12 Days	
3	Python for Everybody	14 Days	2800
4	Applied Data Science with Python	1 Month	
5	Introduction to C# Programming and Unity , More C# Programming and Unity	12 days	2800



CHIEF MINISTER'S SKILL EXCELLENCE CENTER



Andhra Pradesh State Skill Development Corporation
Department of Skill Development, Entrepreneurship & Innovation, Govt. of Andhra Pradesh
3rd floor, G&J Infra Building, Tadepalli, Andhra Pradesh 522501



Website: www.apssdc.in

Toll Free: 1800-425-2422