# MEMORANDUM OF UNDERSTANDING

# Between

KG Reddy College of Engineering & Technology, Hyderabad, Telangana, India.



Department of Electronics and communication Engineering

&

Atya Technologies Private Limited, Hyderabad

**FOR** 

SKILL DEVELOPMENT, EDUCATION, TRAINING,
PLACEMENT, RESEARCH & DEVELOPMENT AND
RELATED SERVICES

April 2024





# MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (hereinafter called as the 'MoU') is entered into on this the Zero One day of April – Two Thousand Twenty-Four (01/04/2024),

## By and Between

KG Reddy College of Engineering & Technology (Autonomous), Hyderabad, Telangana, 500075, (hereinafter referred to as 'KGRCET') the First Party represented herein by its Principal, (the institution which expression, unless excluded by or repugnant to the subject or context shall include its successors – in-office, administrators and assigns).

#### And

Atya Technologies Private Limited, 5th Floor, H. No.16-11-767 & 16-11-768, Flat No: - 502, Matru Chaya Complex, Moosarambagh, Hyderabad, Telangana – 500036, (hereinafter referred to as 'Atya Technologies') the Second Party, and represented herein by Managing Director, Mr. Srinesh Singh Thakur. (KGRCET Hyderabad and Atya Technologies Private Limited s are hereinafter jointly referred to as 'Parties' and individually as 'Party')

#### WHEREAS:

A) KGRCET is a Higher Educational Institution named:

KG Reddy College of Engineering & Technology (Autonomous), Hyderabad, Telangana

- (I) KGRCET is engaging in education and research at UG and PG levels and offering engineering, management and computer application programs.
- (II) KGRCET is operating under the flagship of KG Reddy Engineering & Technology Educational Society, Hyderabad.
- B) Atya Technologies Private Limited, the Second Party is engaged in Skill Development, Education and R&D Services in the fields of Application Development and

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Maintenance Services, IoT, Embedded products and services and educational support services.

- C) Atya Technologies Private Limited, the Second Party is represented by Mr. Srinesh Singh Thakur.
  - (I) Atya Technologies Private Limited was founded in the year 2022, offers custom solutions for the entire product development cycle in Electronics and Software Development, including design, assembly, and testing.
  - (II) Atya Technologies Private Limited has its own products and is also specialize in creating Embedded solutions using FPGAs and microcontrollers, IoT Development, Software Development. Atya is committed to providing comprehensive services, from concept to production, to meet our clients' unique needs. Leveraging advanced technologies, we excel in precision engineering to deliver sophisticated hardware solutions.
  - (III) Atya Technologies Private Limited is operational with its head office at Hyderabad, Telangana, India. The company collaborated with different institutions across the country for product development opportunity and skill-based trainings.
  - (IV) KGRCET & Atya Technologies Private Limited 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.
  - (V) The Parties intent to cooperate and focus their efforts on cooperation within area of Skill Based Training, Education and Research and any other areas upon mutual consent.
  - (VI) Both Parties, being legal entities in themselves desire to sign this MOU for advancing their mutual interest.







# NOW THEREFORE, IN CONSIDERATION OF THE MUTUAL PROMISES SET FORTH IN THIS MoU, 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 KGRCET and Atya Technologies Private Limited co-operation will facilitate effective utilization of the intellectual capabilities of the faculty of KGRCET providing significant inputs to them in developing suitable teaching/training and research systems, keeping in mind the needs of the industry.
- 1.3 The general terms of co-operation shall be governed by this MoU. The Parties shall cooperate with each other and shall, as promptly as is reasonably practical, enter into all relevant agreements, deeds and documents (the 'Definitive Documents') as may be required to give effect to the actions contemplated in terms of this MoU. The term of Definitive Documents shall be mutually decided between the Parties. Along with the Definitive Documents, this MoU shall represent the entire understanding as to the subject matter hereof and shall supersede any prior understanding between the Parties on the subject matter hereof.

### CLAUSE 2: SCOPE OF THE MoU

- 2.1 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. The following areas are covered under this MoU for engagement and cooperation for the benefit of the student community:
  - a. Curriculum Design
  - b. Industrial Training
  - c. Internships
  - d. Research and Development
  - e. Skill Development Programs

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- 2.2 **Curriculum Design:** Atya Technologies Private Limited will give valuable inputs to KGRCET in teaching/training methodology and suitably customize the curriculum so that the students fit into the industrial scenario meaningfully.
- 2.3 **Industrial Training:** Industry and Institution interaction will give an insight into the latest developments/requirements of the industries; 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. Atya Technologies Private Limited will provide its Labs/Workshops for the hands-on training of the learners enrolled with KGRCET.
- 2.4 **Internships:** Atya Technologies Private Limited will actively engage to help the delivery of the internship.
- 2.5 **Research and Development:** Both Parties have agreed to carry out the joint research activities in the fields of Skill Development, Education and R&D Services in the fields of Application Development and Maintenance Services, IoT, Embedded products and services.
- 2.6 **Skill Development Programs:** Atya Technologies Private Limited to engage in training the students of KGRCET on the emerging technologies in order to bridge the skill gap and make them industry ready.
- 2.7 Both Parties to obtain all internal approvals, consents, permissions, and licenses of whatsoever nature required for offering the Programs on the terms specified herein
- 2.8 This Memorandum of Understanding (MoU) does not entail any financial obligation on the part of either KGRCET or Atya Technologies. Any program or activity outlined in this MoU shall be undertaken without financial commitments from either party. Should any financial considerations arise in the future, they will be addressed separately through a mutually agreed arrangement.

#### **CLAUSE 3: INTELLECTUAL PROPERTY**

- 3.1 Nothing contained in this MoU shall, by express grant, implication, Estoppel or otherwise, create in either Party any right, title, interest, or license in or to the intellectual property (including but not limited to know-how, inventions, patents, copy rights and designs) of the other Party.
- 3.2 Each Party agrees and acknowledges that all the copyrights, trademarks, proprietary and/or licensed software, service marks and trade secrets of each Party while conducting the business contemplated under this MoU shall always belong to such respective Party.





- 3.3 Protect the confidential information and IPRs in a reasonable and appropriate manner as prescribed under law and in accordance with the applicable professional standards.
- 3.4 Use confidential information and IPRs only to perform obligation under this agreement; and reproduce confidential information and IPRs only as required to perform its obligations under this agreement.
- 3.5 This clause shall survive and continue even after the termination of the MoU.

#### **CLAUSE 4: VALIDITY**

- 4.1 This Agreement will be valid for Three academic years from 2024-25 to 2026-27 until it is expressly terminated by either Party on mutually agreed terms, during which period Atya Technologies Private Limited, the Second Party, as the case may be, will take effective steps for implementation of this MoU. Any act on the part of Training Partner or Atya Technologies Private Limited, the Second Party after termination of this Agreement by way of communication, correspondence etc., shall not be construed as an extension of this MoU.
- 4.2 Both Parties may terminate this MoU upon 30 calendar days' notice in writing. In the event of Termination, both parties have to discharge their obligations.
- 4.3 At the end of the period of MoU, the Parties may extend the MoU by mutual consent for a period not more than three academic years and not less than on academic year.

## **CLAUSE 5: RELATIONSHIP BETWEEN THE PARTIES**

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

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





#### **AGREED:**

For KG Reddy College of Limited Engineering & Technology

For Atya Technologies Private

HYDERABAD .

(KG Reddy College of Engineering & Technology)

(Atya Technologies Private Limited) Authorized Signatory

**Authorized Signatory** 

KG Reddy College of Engineering& Technology (Autonomous)	Atya Technologies Private Limited.,
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#### **Point of Contacts:**

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- 2. Dr. D. Chandra Prakash, Associate Professor, Dept. of ECE, KGRCET, Hyderabad. 8639632804

Witness 1:

Witness 2: