

AGREEMENT BETWEEN

ANDHRA PRADESH STATE SKILL DEVELOPMENT CORPORATION

VIJAYAWADA

AND

**LAKIREDDY BALI REDDY COLLEGE OF ENGINEERING
(AUTONOMOUS)**

L.B.Reddy Nagar, Mylavaram, Krishna District
Andhra Pradesh - 521230



ఆంధ్రప్రదేశ్ ఆంధ్ర ప్రదేశ్ ANDHRA PRADESH

BX 738543

S.No. 461 Date: 11/01/18 Rs. 100/-

J.V.L. Narayana

SOLD TO K. Appa Rao S/o Nagabushanam
FOR WHOM Principal LBR College of Engineering
Vijayawada
Mylavaram

J.V.L. NARAYANA
LICENSED STAMP VENDOR
L.No. 2/1995 R.No.06/25/007/20
VELVADAM - 521 230.
Cell : 8885886887

The Agreement is executed on this Monday of 2nd April'2018 by and between, Andhra Pradesh State Skill Development Corporation having its office at 2nd Floor, NTR Administrative Block, PN Bus Station, Vijayawada - 520 013 hereinafter called the "APSSDC" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successors and assigns) represented by the MD&CEO of the first part; And Lakkireddy Balireddy College of Engineering having its office at L.B.Reddy Nagar, Krishna District, Mylavaram, Andhra Pradesh 521230, Krishnarein after called "LBCE" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successors and assigns) represented by the **PRINCIPAL** of the second part;

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

WHEREAS:

The new state of Andhra Pradesh has come into existence after bifurcation of the erstwhile combined state of Andhra Pradesh in June-2014. In the process of fulfilling its commitment for formation of a modern State, the State has initiated its endeavors, primarily on infrastructure building and rapid industrialization. To support this initiative, Government of Andhra Pradesh (GoAP) has identified manufacturing as a key area and is establishing clusters to nurture growth in vital sectors like Auto and Electronics by setting-up industrial corridors, Special Economic Zones (SEZs) etc.. The immediate necessity for Industrialization is the manpower development. In the process of industrialization and infrastructure building, it is obligatory on the part of GoAP to simultaneously develop a large pool of skilled manpower to cater to the needs of the industry and service sectors. In this endeavor, the State has earnestly decided to address the skill shortage which is much projected by the user Industry. The initiative of Statewide high priority for skill development shall also ensure up-gradation of skills. The sectors with largest manpower requirement in the coming years will be Manufacturing, Construction, Hospitality, Banking, Financial Services and Insurance and Information Technology/IT enabled services.

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Andhra Pradesh State Skill Development Corporation
Department,
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Eventually, the Skill Development has occupied the key focus area of GoAP. 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 has 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 in selected academic institutions. In this process, the APSSDC has selected some of the leading Engineering Colleges/Govt. Polytechnics/Industry associated training institutions for providing the infrastructural facilities additionally required for running the Skill Development programs.

The APSSDC and Lakkireddy Balireddy College of Engineering 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 Lakkireddy Balireddy College of Engineering 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 Center: ICT Lab**" shall mean multi-skill focused Skill Excellence Centre 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.

"**Effective Date**" shall mean the date of signing of this Agreement.

"**GoAP**" means the Government of Andhra Pradesh and its concerned department, SD&EI.

"**Equipments**" means/includes Laptops, Projector, Wi-Fi routers, Audio system

"**CM's Skill Excellence Center: ICT Labs**" shall mean college-level skill development centres connected with APSSDC over internet, where local students can access and learn out of the interactive digital courseware, online programs, hands-on training, offline Workshops and global certification programs.

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;

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- Skill up-gradation of faculty by imparting training;
- Update course curriculum to suit modern industrial practices;
- Promote Research & Development and Innovation for existing Industries.
- **CM's Skill Excellence Center: 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 in national employment market with better remuneration and professional growth.
- d. Enhance the reputation of Technical Institutions with improved academic ambience and State of Art facilities
- e. Create a pool of skilled manpower to cater to the current and future industrial and service sector needs.
- f. 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).
- Train the faculty in the required skill.
- Identify and provide course curriculum to suit latest and future technologies.
- Promote Research & Development and Innovation for existing Industries.
- To get the evaluation of the Skill Development programs done by third party for assessing the impact with respect to quality and quantitative placements.



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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 Academic institution shall provide and follow the guidelines presented:

SDC:

College should setup one Skill Development Center lab and equip it on the lines of CM's SEC for APSSDC training exclusively.

CM's SEC:

Capacity to provide E-Classroom space to accommodate 37 systems lab with LCD Projector, Audio System & to ensure internet connectivity of 150Mbps bandwidth.

Infrastructure:

The necessary infrastructure as per the project specifications including electrical fittings, electricity and power backup, water, furniture and fixtures and Air-conditioning

Adequate security:

The College should be responsible and held accountable for safety of the lab equipment.

Faculty & Students:

- To mobilize faculty and students of the college/institution for trainings and Certification.
- College should 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

Residential Facilities:

- 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.
- Food and accommodation for 5 mentors (boy / girl) deputed by APSSDC to the college to coordinate and execute the APSSDC programs without any charges.

Clubs:

- Department wise clubs are to be initiated and competitions are to organized as and when informed at the earliest in coordination with APSSDC Stream coordinators.
- Colleges are requested to arrange a cabin/room exclusively for APSSDC Mentors & Club members.



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Warranty & Equipment:

- Post-warranty of equipment, college has to bear the maintenance cost.

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:** To submit 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'.
- ❖ **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 the laptops given under this Project if found to be:**
 - ❖ Charging capitation fee or indulging in any other malpractice
 - ❖ Provided false data in their reports
 - ❖ Unable to achieve targets set by APSSDC/themselves in Proposals consistently
 - ❖ Any non-compliance with the terms and conditions of this Agreement

6. REVENUE GENERATED

➤ APSSDC is heavily subsidizing the training and certification courses as compared to market prices. The Revenue generated from the charges of the programs being implemented by APSSDC will be the sole income of APSSDC as per the Course wise fee structure provided at Annexure 2 .

7. BREACH OF AGREEMENT & REMEDIAL PERIOD

In case the Lakkireddy Balireddy College of Engineering, commits breach of any condition as laid down in this Agreement, the monitoring committee at APSSDC shall bring the same to the notice of Lakkireddy Balireddy College of Engineering. In case the breach is not rectified within 30 days from the date of notice, as per the terms and spirit of this Agreement, APSSDC/ GoAP is authorized to take over the **CM's Skill Excellence Centers: ICT Labs** (all the assets provided by APSSDC under this program) except other liabilities of promoters and their employees.

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.

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Campus of A.P. Vijayawada, A.P.

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Vijayawada - 521 230.

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.

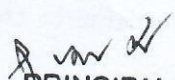
The Party asserting the claim of Force Majeure shall have the burden of proving that the circumstances constitute valid grounds of Force Majeure under this clause and that such Party has exercised reasonable diligence and efforts to remedy the cause of any alleged Force Majeure. If the parties are unable in good faith 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.



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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
2nd Floor, NTR Administrative Block, PN Bus Station,
Vijayawada - 520 013

College/ Institution
Lakkireddy Balireddy College of Engineering (Autonomous)
L.B.Reddy Nagar, Krishna District, Mylavaram,
Andhra Pradesh 521230

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 despatch 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. GOVERNING LAW AND JURISDICTION

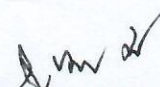
This Agreement shall be governed and construed in accordance with the laws of India and subject to the arbitration clause mentioned above, the courts of Andhra Pradesh shall have the jurisdiction to entertain any dispute or suit arising out of or in relation to this Agreement.

15. 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.



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16. RELATION OF THE PARTIES

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

17. 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.

18. 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.

19. 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

for Name: SriK. Sambasiva Rao, IRTS

Signature: [Signature]

for Designation: ~~Managing Director~~ **Executive Director**
Andhra Pradesh State Skill Development Corporation
Dept. of Skill Development,
Entrepreneurship & Innovation
Govt. of A.P. Vijayawada, A.P.

Name: Dr. K. APPA RAO

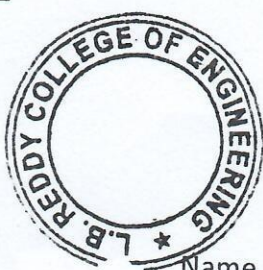
Signature: [Signature]

Designation: **PRINCIPAL**
PRINCIPAL
Lakkireddy Balireddy Collge of Engg.,
MYLAVARAM - 521 230.

Name: G. SRINIVASA REDDY

Signature: [Signature]

Designation: **PRESIDENT**
Lakkireddy Balireddy College of Engg.
MYLAVARAM - 521 230.



Name : MAKIREDDY. CHANDANA PRIYA

Signature: [Signature]

Designation: Associate Executive HR