

## Memorandum of Understanding

This Memorandum of understanding (MOU) is made on 31<sup>st</sup> July 2019 by and between:

**G Pulla Reddy Engineering College (GPREC)**, located at Nandyal Road, Kurnool, AP

AND

**Techsys IOT Labs (A Division of Techsys Automation Private Limited)** a company incorporated under Companies Act and having its office at First Floor, Doshi Chambers, 3-6-327 & 328, Basheerbagh, Hyderabad 500029, Telangana (hereinafter referred as "**TECHSYS**"):

GPREC and TECHSYS shall be hereinafter collectively referred to as "Parties" and individually as "Party"

### WHEREAS

- A. GPREC is committed to impart high quality education to its students and foster advancement of education in different engineering disciplines. It also has embarked on Industrial research and development to support industries with new and alternate technologies and design solutions
- B. Techsys Automation Pvt Ltd, Hyderabad is into Industrial Automation projects covering PLC/SCADA and IOT.

Center of Excellence (COE) is a research and analysis division purely designed to help Faculty and Students with necessary training and internship in the PLC/SCADA and IOT domain and also contribute to consulting engagements.

- C. The Parties wish to co-operate with each other as per the terms and conditions enumerated in this MoU.

**NOW THEREFORE THE PARTIES SET FORTH THEIR PRELIMINARY UNDERSTANDING AS FOLLOWS:**

### 1. GPREC-Techsys COE Scope

- The scope of this MoU is to setup a Center of Excellence (COE) at the GPREC premises at Kurnool to provide training, internship and consulting on PLC/SCADA and IOT areas.
- The COE will function by considering students from CSE, ECE and EEE streams with a overall capacity of 75 students including a buffer capacity of 25 students. This will ensure that the COE can handle around 10 to 15

consulting engagements with around 5 students per engagement along with faculty. These consulting engagements will include Internal product development conceptualized within the COE based on Industry pain points and also a few real time consulting engagements.

## 2 GPREC-Techsys COE Workflow

Step1 (Skill Gap Analysis)	<ul style="list-style-type: none"> <li>• Analyze skill levels of students from ECE / EEE / CSE streams to understand their current skills relevant to IoT and what is the GAP</li> <li>• Techsys IoT Labs will conduct a written exam followed by a Technical Interview to assess suitability of students for IoT Consulting projects</li> </ul>
Step2 (Provide IoT & PLC/SCADA centric Training)	<ul style="list-style-type: none"> <li>• Based on Step1, students whose skill levels are not adequate and who are interested to upgrade will be given the option to get trained based on Skill Gap Analysis.</li> <li>• This will be a paid training whose cost will be borne by the students and cost will be arrived based on particular students skill gap assessment.</li> <li>• Based on need, Techsys IoT Labs will also offer Certification oriented training courses on IoT &amp; PLC / SCADA also.</li> </ul>
Step3 (Internships)	<ul style="list-style-type: none"> <li>• Depending on the skill level of the student, GPREC-Techsys IoT Labs will offer Internships to suitable students</li> <li>• There will be Basic Internship (3 weeks) and Advanced Internship (6 weeks) ,</li> <li>• Students during Internship will work on Internal Product Engineering work conceptualized by GPREC-Techsys IoT Labs Key Team.</li> </ul>
Step4 (IoT Consulting)	<ul style="list-style-type: none"> <li>• Students who successfully complete the Step3 process and Faculty who are at an equivalent level will be involved in Commercial IoT &amp; PLC / SCADA projects of Techsys IoT Labs</li> <li>• Team comprising of Techsys IoT Lab project engineers, GPREC Faculty and a few Student Interns will be working</li> </ul>

	on these projects
Step5 Placement Assistance)	<ul style="list-style-type: none"> <li>• Students who succeed in Step4 of the COE process will be given the opportunity to expose their profiles with IoT Start ups / Enterprises and other Eco System for possible placements</li> <li>• Techsys IoT Labs in co-ordination with the GPREC TAP division will develop the IoT centric Industry Eco system for this initiative and Techsys IoT Labs will work as an Umbrella to hold the Industry Alliances</li> </ul>

### 3.Responsibilities of GPREC

- Provide sufficient premises (Infrastructure) as an Incubation to Techsys to set up the COE
- Equip with basic furniture for the COE like Tables, Chairs, White board, Electricity, Power connections etc
- High speed Internet Access
- A Memorandum of Understanding between Techsys IoT Labs and GPREC for a reasonable period
- Provide necessary co-ordination for students alignment with the COE

### 4.Responsibilities of TECHSYS

- Setup the IoT & PLC/SCADA Centre of Excellence
- Ensure the necessary Infrastructure required to conduct IoT & PLC/SCADA Trainings and Consulting in terms of material and real time projects are made available to students and faculty of GPREC
- Equip the COE with necessary IoT Lab Kits & PLC/SCADA Lab environment
- Deploy Qualified person to handle the COE / Consulting / Research / Internships / Training engagements
- Develop Industry Eco system with IoT enterprises / Start ups for Internships and Real time consulting projects along with possible placements

### 5.GPREC – TechsysCOE MOU Term

- This MOU will be in force for a period of 36 months (3 years) at a minimum and renewable on mutual basis at the end of the 3 year period unless terminated earlier by the parties.
- Either party shall have the right to terminate this MOU by giving ninety (90) days prior written notice to the other party

## **6. Confidentiality**

- Neither Party shall, without the prior written consent of the other Party disclose to any third party the contents of this MoU or any information obtained by either Party in performance of or in connection with this MoU. The Parties agree to take all reasonable measures to maintain the confidentiality of all such Confidential Information which in no event will be less than the measures it uses to maintain the confidentiality of its own information of similar importance.
- The Obligations of confidentiality shall come into effect upon the signing of this MOU and shall survive even after the termination of this MOU

## **7. Commercials**

- The commercials for each consulting opportunity will be discussed and agreed upon by both parties on a case to case basis.

## **8. Intellectual Property Rights**

- All Intellectual property rights with respect to the consulting engagements, training, internship projects conducted within the COE will be with Techsys

## **9 Arbitration**

In the event of any dispute or differences arising at any time between the Parties hereto as to the construction, meaning or effect of this Agreement or any clause or thing contained herein or the rights, duties, liabilities and obligations of the Parties hereto or breach thereof, the parties shall in good faith endeavor to resolve the dispute by mutual discussion. In the event, the parties are unable to do so, the matter will be settled by arbitration subject to the provision of the Arbitration and Conciliation Act, 1996 and as amended from time to time. The Parties agree shall mutually endeavor to appoint a single arbitrator, within a period of thirty (30) days upon being called upon to do so. In the event, the Parties fail to appoint a single arbitrator, by mutual agreement, each Party will appoint one arbitrator and the two arbitrators so appointed will appoint a third arbitrator to whom the dispute will be referred for resolution. The arbitration proceedings shall be in English and held in Bangalore and in accordance with the Arbitration and Conciliation Act 1996 and as amended from time to time.

## **10. Governing Law and Jurisdiction.**

This MoU shall be governed by the laws of Republic of India. Any dispute arising in connection therewith shall be submitted only to the Courts in Hyderabad, India.

## **11. Non Solicitation**

GPREC shall not directly or indirectly solicit, or cause to be solicited the employment of any employee of TECHSYS, who is involved in the performance of its obligations under this MoU.

## 12. Binding

This MoU shall be binding on the Parties.

The Parties hereby acknowledges that this MoU is confined to the general terms agreed between the Parties for mutual co-operation.

## 13. Entire Understanding

This MoU contains the entire understanding of the Parties with respect to the subject matter addressed herein and supersede, replace and merge all prior understandings, promises, representations and agreements, whether written or oral

IN WITNESS THEREOF, the parties hereto have caused this Agreement to be executed by their respective duly authorized representative as of the date first above written

**Techsys Automation Pvt Ltd**

**G.Pulla Reddy Engineering  
College**

Signature



Signature



Name : Sri Sudheer Sivapuram

Name : Dr.B.Sreenivasa Reddy

Designation : Vice President

Designation : Principal

Date : 31-07-2019

PRINCIPAL  
G. Pulla Reddy Engineering College  
(Autonomous)  
KURNOOL - 518 007.