

Memorandum of Understanding ("MoU")

Between Institute and IEEE

1. This non-binding (except as otherwise provided herein) Memorandum of Understanding is made on 30 day of June 2023 between, The Engineering College (hereinafter referred to as "Institute") having its registered office at G. Pulla Reddy Engineering College, G Pulla Reddy Nagar, Nandyal Road, Kurnool Andhra Pradesh - 518 007, INDIA.

AND

The Institute of Electrical and Electronics Engineers, Incorporated (hereinafter referred to as "IEEE") having its operations center at 445 Hoes Lane, Piscataway, NJ 08854 USA and operating through its subsidiary, Global IEEE Institute for Engineers ("GIEEE") is for the purpose of promoting mutual understanding and enhancing the development of long-term and comprehensive friendly cooperation between Institute and IEEE. Through friendly interactions, based on a peer-to-peer relationship and mutual benefit, the Parties seek to establish a strategic relationship for students' internship in the areas of Power & Energy and applications.

Whereas Institute G. Pulla Reddy Engineering college (Autonomous) is the brainchild of Late Sri G. Pulla Reddy, (popularly known as Sweets Pulla Reddy in A.P.) the renowned philanthropist and a great humanist. Established in 1984-85, it is one of the earliest private engineering colleges in Andhra Pradesh state. GPREC has been functioning as an autonomous institution since 2006.

The college is being managed by G. Pulla Reddy Charities trust, Hyderabad. The trust was instituted by late Sri G. Pulla Reddy Garu in 1977 with the motto of rendering service to the society.

Whereas IEEE is the world's largest technical professional organization dedicated to advancing technology for the benefit of humanity with over 400,000 members in more than 160 countries, focusing on advancing the theory and practice of electrical, electronics, and power engineering, computer science, and other related technologies.

2. LIAISON REPRESENTATIVE:

Institute and IEEE will each appoint liaison representatives. These representatives will take charge of all interactions between the parties hereto (the "Parties"). As of the signing date of this MoU, the appointment of the liaison representatives is as follows:

IEEE – Ravindra Desai, Program Manager, Standards, Email: ravindra.desai@ieee.org
IEEE Power & Energy Society – Professional Chapter Chair, Email: c.h.r@ieee.org
Institute – Dr. B. Sreenivasa Reddy, Principal, GPREC, Kurnool, Email: principal@gprec.ac

The office of GIEEE is located at 501-502, 5th Floor, World Trade Center Brigade Gateway, Dr. Rajkumar Road, Malleswaram West Bengaluru - 560055, INDIA

The registered office of Institute is located at

G. Pulla Reddy Engineering College, G Pulla Reddy Nagar, Nandyal Road, Kurnool, Andhra Pradesh - 518 007, INDIA

- Institute shall ensure its students who undertake the internship to join the IEEE and the IEEE Power & Energy Society ("IEEE PES") as student members.
- 2) Based on mutual communication, both Parties can decide on other activities of common interest for collaboration for imparting the internship for the Institute students at their premises in virtual mode / offline mode whichever is possible and convenient to the resource person. The costs of hosting the resource persons travel and accommodation is to be borne by the Institute.
- 3) The Institute may provide independently to the participants on successful assessment, a completion certificate as per the academic need.
- 4) The Institute on behalf of the IEEE PES and associated industry, may also offer a participation certificate to interested IEEE PES student members who took part in the internship.
- 5) Both Parties will exchange a report via liaison representatives on a yearly basis.
- 6) The duration of the internship shall be 6 weeks including project work (project will be the responsibility of the Institute).
- 7) The sessions of the virtual Internship programme shall be recorded and maintained with confidentiality by the Institute. Distribution of the same may be limited with the approval of the concerned speakers.
- 8) The virtual sessions of the intern ship programme may be hosted by the IEEE PES on WebEx platform for maintaining uniformity.
- 9) No other financial implications shall be borne by IEEE or IEEE PES for the organization of the internship programme.
- 10) If necessity arise, GIEEE may issue participation/attendance certificate to active IEEE PES Student Members who attended the internship program.

3. SCOPE OF IEEE:

The scope of MoU will be limited to facilitation by IEEE for

- 1. Identification of expert speaker for virtual talk/training in topic of interest for the internship
- 2. Identification of industries for expert talks, site visits and hands-on training at their facilities, as per requirement of the university.
- **3.** Course content development and coordination with the expert speaker and the industries for internship of PES student members.

4. SCOPE OF INSTITUTION:

- 1. The institution shall identify of the list of students eligible for the internships based on the academic requirements.
- 2. Provision of necessary on-campus facilities for the successful conduct of the virtual internship program.

- 3. The institute shall inform IEEE regarding the schedule well in advance, at least 4 -6 weeks before the commencement of the program.
- 4. The timings of the program shall be between 9AM 5PM to ensure the safety of the students as well as convenience of the resource persons to deliver their lecture either online/off-line.
- 5. The institution shall take the responsibility of running the internship program on a dayto-day basis through the appointment of a faculty member identified for the same for monitoring and assessment of the program.
- 6. The faculty coordinator shall give the feedback, if any, on the course for further improvements of the program to be made, if any
- 7. The safety of the students, associated personnel and equipment/machinery/industry process systems during the field visits shall be the responsibility of the Institute only and IEEE PES shall not be held responsible or liable for any incidents that may arise consequent to the field visits to industry and lab sessions or outdoor sessions during the internship program.

5. CONFIDENTIALITY

During the term of this MoU, each Party (the "disclosing Party") may disclose to the other Party (the "receiving Party") its Confidential Information. Confidential Information shall mean all information marked "Confidential" or under any similar legend indicating the confidentiality of the information or information which by its nature is confidential, except such information as is (a) previously known to the receiving party at the time of disclosure, or (b) independently developed by the receiving party without reference to, or use of, Confidential Information of the disclosing Party, (c) disclosed to the receiving Party by a third party without an obligation of confidentiality, or (d) already in or subsequently comes into the public domain (other than as a result of a breach of this MoU by the receiving Party); (e) required to be disclosed by the receiving Party by law, regulation, court order or legal process; provided that the receiving Party shall promptly notify the disclosing Party of the requirement in writing unless such notification is prohibited by law. The receiving Party shall hold such Confidential Information in strict confidence for the disclosing Party and shall not use it except in furtherance of the relationship set forth in this MoU, or except as it may be authorized by the disclosing Party in writing. The receiving Party shall further be responsible for the compliance of the foregoing by its employees or agents.

6. REPRESENTATIONS AND WARRANTIES

Each Party represents and warrants that such Party has all necessary corporate power and authority to enter into this MoU and to perform its obligations hereunder.

Each Party warrants to the other Party that all materials, data, information and other assistance provided by it shall not, to the best of its knowledge, infringe third party intellectual property rights and agrees to hold the other Party fully indemnified and harmless and at all times keep the other party indemnified against any loss, damages, costs and expenses including attorney's fees, which may be incurred as a result of any action or claim that may be made or initiated against the other Party alleging that any such material data, information or other assistance provided hereunder infringes upon the patents or copyrights of a third party.

7. PERIOD OF VALIDITY

This MoU is written and executed in English. This MoU shall be effective for two years, beginning 30 day of June 2023 and may be renewed by written mutual consent of the Parties for an additional period of one year. This MoU may be amended by mutual written consent of the Parties.

Notwithstanding the foregoing, this MOU may be terminated by either Party upon 90 day's written notice to the other Party. Upon termination or expiration of this MOU, all the rights granted pursuant to this MOU shall cease immediately.

Any notice under this Section 7 of this MoU will be in writing and delivered by hand or by registered mail, return receipt requested, to the other Party at the registered office or email at the address specified above. Notice will be effective on the date of receipt.

8. FORCE MAJEURE

Neither Party shall be responsible for any delay or failure in performance resulting from force majeure.

9. GENERAL

The Parties understand that except Sections 5 to 9 hereof, nothing herein shall be construed as a binding contract between the parties until such time as duly authorized representatives of the Parties hereto execute a formal written agreement ("Definitive Agreement") with respect to the subject matter of this MoU setting out therein the mutually agreed detailed terms and conditions applicable to the various activities to be undertaken respectively under each of the Definitive Agreement(s) including details of the engagement, any additional roles/responsibilities and specific work that needs to be performed by each of the Parties. The Parties further understand that (i) the activities intended by this MoU may not be successfully completed; and/or (ii) the results achieved may not be as anticipated. Except for breach of confidentiality obligations and intellectual property right infringement indemnification obligations, neither Party shall be liable for any indirect, punitive, special, incidental or consequential damages arising out of or in connection with this MoU, whether for breach of this MoU or in torts, including loss of business, data, revenue, profits, or for any third-party claims against the other whatsoever. Further, the Parties acknowledge and agree that this MoU is a non-exclusive engagement and except as specifically agreed in a Definitive Agreement with respect to an activity, nothing contained herein shall be construed as preventing or restricting either Party from pursuing any opportunity with other entities without involving the other Party or to enter into similar alliance arrangements with other entities.

This MoU shall not be construed to be an agency or a partnership or joint venture or an employment relationship whether for tax or for any other purpose. Neither Party shall be entitled to bind the other Party with any third party by its actions, unless it has specifically obtained the prior written consent of the other Party to do so.

This MoU is not a commitment of financial resources by either Party. Both Parties shall be responsible for their own costs associated with their participation.

Neither Party shall assign or transfer any part of the rights and obligations under this MoU without the prior written consent of the other Party.

The laws of India shall govern this MoU. Any dispute between the parties arising in connection with the performance of this MoU shall be resolved amicably between the parties through a process of negotiation prior to the use of any judicial remedy in the appropriate court in Hyderabad, Telangana state, India. Both parties irrevocably submit to the exclusive jurisdiction of the Courts in Hyderabad, for any action or proceeding regarding the binding portions of this MoU

This MoU supersedes all prior oral or written communication, discussions and representations communicated between the parties hereto in respect of the subject matter of this MoU. Any modification to this MoU shall only be made by way of a written document duly executed by representatives of both Parties hereto.

This MoU may be executed in two counterparts, each of which will be deemed to be an original of this MoU and all of which, when taken together, will be deemed to constitute one and the same agreement. A signed copy of this MoU delivered by facsimile, e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of the original signed agreement.

Name: Dr. B. Sreenivasa Reddy

Designation: Principal

G. Pulla Reddy Engineering College

Pulla Reddy Nagar, Nandyal Road, Kurnool, Andhra Pradesh - 518 007, INDIA

https://www.gprec.ac.in

Name: Jessica J. Bian
Designation: President

The Institute of Electrical and

Electronics Engineers,
Incorporated on behalf of

IEEE Power and Energy Society

https://www.ieee-pes.org/

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Name: Srikanth Chandrasekaran Designation: Senior Director

Global IEEE Institute for Engineers #501-502, 5 th Floor, World Trade Center,

Dr. Rajkumar Rd, Mallesawaram BENGALURU – 560055, INDIA

https://www.ieee.org/