MOU between INTEL and G Pulla Reddy Engineering College

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (herein referred to as "**MOU**") is effective as of **10th Dec 2025** entered between **G Pulla Reddy Engineering College** having its Registered Office at **Near Pasupula Village, Kurnool - Nandyal, Main Road, Kurnool, Andhra Pradesh 518007**. (hereinafter referred to as "**Institute**" which expression shall, unless it be repugnant to the subject or context thereof, shall deem to mean and include its successors and assigns) of the ONE PART.

AND

Intel Technology India Private Limited, a company incorporated under the Companies Act, 1956, having its Registered Office at 23-56P, Devarabeesanahalli, Varthur Hobli, Outer Ring Road, Bengaluru-560 103, Karnataka (hereafter referred as **"Intel"**)

Intel and Institute may each be referred to as a "Party" or collectively as the "Parties."

BACKGROUND

A. Intel has a program known as Intel® Unnati – data centric Initiatives for emerging technology ("Program") under which **EdGate Technologies Pvt. Ltd,** an Intel approved vendor, may deploy Intel recommended hardware and software infrastructure but however Institute can decide on the final infrastructure required for Intel® Unnati Lab, related training curriculum on Intel® architecture (IA) and set up state of the art Intel® Unnati Lab based on Intel® architecture, at various higher education institutes including the Institute ("**G Pulla Reddy Engineering College**");

B. Intel wishes to state in the MOU about the Program, management of this Program by vendor and Intel's relationship with the Institute and vendor.

C. Institute agrees with Intel to collaborate in the Program and engage with vendor as described in this MOU.

NOW, THEREFORE, the Parties have come to the following understanding:

General Understanding regarding this MOU:

1. Purpose of the MOU: The purpose of this MOU is to specifically bring to the attention of the Institute the relationship of Intel with the Program and how the Program is managed by vendor. This MOU will also serve as a framework to describe Intel's relationship with the Institute and with vendor. Intel and vendor are independent contractors. Vendor does not have any right or authority to assume or create any obligations on behalf of Intel or to bind Intel to any contract, agreement or undertaking with the Institute. Nothing in this MOU shall be construed to create a partnership, joint venture, employment or agency relationship between Intel and vendor. Upon the execution of this MOU, Institute and vendor may discuss and negotiate the potential transaction(s) relating to the Program including setting up of Intel® Unnati Lab in greater detail, which may include entering into binding agreements for the implementation of the Program.

2. Non-Binding Nature of this MOU: The Parties agree that this MOU is non-binding and the terms of this MOU are statements of intent only. This is not a binding agreement between the Parties except for the obligations provided under Sections 3 through 10 below, which are binding on the Parties. The Program is conducted by Intel on a non-binding basis. Intel has the right to cancel the Program and its related activities at any time at Intel's sole discretion

without providing any reason to the Institute. No legally binding agreement shall exist until both parties have negotiated, prepared and executed separate individual written agreement(s) establishing the binding obligations of the Parties as approved by each Party's management and legal entities.

3. Confidentiality: Except as may be otherwise stated in MOU, or as may be required by law, the Parties agree that they shall seek and receive the express prior consent of the other Party before they disclose to the public or to any third party the existence of this MOU, any confidential information provided to each other or the relationship described herein.

4. Expenses: Institute will be responsible for its own expenses in connection with all matters relating to the Program. All monetary transactions for conducting the Program shall be between vendor and the Institute. There is no funding from Intel for vendor to carry out the objectives of or to implement the Program at the Institute. Vendor will obtain its own funding from the Institute who wish to set up the state-of-the-art Intel® Unnati Lab and implement the Program. In no event shall Intel be liable to the Institute for any fault, mismanagement, acts, omissions or damages of any kind whatsoever based upon or arising out of vendor's performance of or failure to carry out the Program activities as agreed with the Institute.

5. Non-Exclusivity: Nothing in this MoU shall mean or shall be construed to mean that any of the Party is at any time precluded from having similar arrangements with any other person or third party, subject always to maintaining confidentiality obligations stated herein.

6. Limitation of Liability: In no event shall Intel have any liability to the Institute, students or any other third party, for any indirect, incidental, speculative, special or consequential damages, based upon the breach of contract, tort or otherwise, arising out of this MOU, or for the failure of vendor to ultimately complete the Program activities as agreed between vendor and the Institute.

7. Warranties Disclaimed: ALL DELIVERABLES, MATERIALS AND PROGRAM COLLATERALS, ETC. PROVIDED BY INTEL ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND. INTEL SPECIFICALLY DISCLAIMS IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND ANY WARRANTY AGAINST INFRINGEMENT OF ANY INTELLECTUAL PROPERTY RIGHT OF ANY THIRD PARTY.

8. No Intellectual Property Rights Granted: This MOU does not grant the Institute any license or other rights to any trademarks, logos or other intellectual property of Intel, and use of any intellectual property of Intel will be governed by a separate license agreement.

9. Term and Termination. This MOU will continue in effect until it is terminated by one of the Parties. Either Party may terminate this MOU at any time for any or no reason upon 30 days written notice to the other Party. In the event Intel cancels the Program and/or its related activities, this MOU shall stand automatically terminated and Intel may provide a written notice to the Institute to this effect. The obligation arising under Sections 2 to 13 of this MOU will survive termination.

10. Governing Law and Jurisdiction: This MOU will in all respects be governed by and construed in accordance with the laws of Republic of India. Each party hereby agrees to the sole jurisdiction of the courts of Bengaluru for all disputes and litigation arising under or relating to this Agreement.

11 Independent Contractors: The Parties are independent contractors, and no agency, partnership, joint venture or employee-employer relationship is intended or created by this MOU. Neither Party will make any warranties or representations on behalf of the other.

12. Entire Understanding; Amendment; Assignment: This MOU sets forth the entire and final understanding and agreement of the Parties, and supersedes any and all oral or written agreements or understandings between the

Parties, as to the subject matter hereof. No amendments or modifications shall be effective unless in writing and signed by authorized representatives of both Parties. The waiver of a breach of any provision of this MOU will not operate or be interpreted as a waiver of any other or subsequent breach. No right, duty or obligation under this MOU may be assigned, delegated, factored or subcontracted in any manner by either Party without the other Party's prior written consent, except that Intel may assign its rights or delegate its duties to one or more direct or indirectly-owned subsidiaries of Intel Corporation.

13. Notices: All notices shall be directed in writing to the following individuals (or their successors):

For Institute: **G Pulla Reddy Engineering College**
Near Pasupula Village, Kurnool - Nandyal, Main Road, Kurnool,
Andhra Pradesh 518007

For Intel: **Intel Technology India Private Limited**
23-56P, Devarabeesanahalli, Varthur Hobli,
Outer Ring Road, Bengaluru-560 103, Karnataka.

The signature of the Parties below indicates their agreement with the MOU.
For

G Pulla Reddy Engineering College

By: _____

Name: DY. B. Sreenivasa Reddy

Title: Principal

Date: 10/12/2025

Intel Technology India Pvt. Ltd.

By: _____

Name: GIRISH.H

Title: NATIONAL BUSINESS MGR - H

Date: 10/12/25

LEGAL DR

By: _____

Name:

Title:

Date: