




తెలంగాణ తెలంగాణ TELANGANA

S.NO: 29777 DATE : 10/11/2017 RS:100/-
TO : SAROJ KUMAR NAYAK
S/O : PURNA CHANDRA NAYAK
FOR WHOM : CADEPLOY ENGINEERING PVT LTD
R/O : HYD


M 973636
The Advocates' Co-op Society
Rep.By.Prahlad Patil, Licenced stamp Vendor,
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City Civil Court Premises, Secunderabad,
Telangana State , Phone .No:040-27808165.

AGREEMENT FOR CENTER OF EXCELLENCE

This Agreement ("Agreement") executed at Hyderabad on this 18th day of December, 2017 by and between:

CADeploy Engineering Private Limited, a private limited company incorporated under the Companies Act, 1956, having its registered office at 5th Floor, N Heights Building, Plot # 12, Software Units Layout, Inorbit Mall Road, Madhapur, Hyderabad – 500081 (hereinafter referred to as "CADeploy").

AND

Geethanjali Institute of Science & Technology (GIST), an Engineering Institute, approved by AICTE, New Delhi and affiliated to Jawaharlal Nehru Technological University, Kakinada, ANANTAPUR having its office at 3rd Mile, Nellore-Bombay Highway, Gangavaram (V), Kovur (M), S.P.S.R Nellore District, Nellore, and Andhra Pradesh-524137 (hereinafter referred to as "GIST")

CADeploy and GIST are hereinafter also referred to as 'Parties' collectively and 'Party' individually.

WHEREAS:

GIST shall establish a "Center of Excellence" in line with inputs and guidance from CADeploy which shall host the training on structural steel drafting & detailing technology involving faculty and students and shall develop Curriculum and courseware on the tenure of training to increase the career opportunities for the students along with helping CADeploy to nurture and acquire the top talents of GIST, as and when necessary. In pursuance of which, the Parties have agreed to the terms and conditions as set out below.

NOW THEREFORE, in consideration of the foregoing and in consideration of their mutual promises and agreements contained herein and other valuable consideration, the Parties hereto agree as follows:

1. Definitions:

"Agreement" shall mean this agreement executed by CADeploy and GIST, and subsequent amendments issued by mutual written consent of the Parties as provided herein.

"Technology" means the collaborative technology development of common interest to GIST and CADeploy

"Curriculum" means the courseware jointly developed by CADeploy and GIST as provided in (Annexure A).

2. Term and Terminations

This Agreement shall come into force from the above effective date and shall last for a term of ONE (1) year. This Agreement may be terminated by either Party by providing the other thirty (30) days' written notice. Either Party may terminate this Agreement if either of the Parties is constrained by reasons beyond its control from going ahead with the implementation of the provision of this Agreement. In such an event the Party terminating the Agreement must give the other Party a written notice of (15) days'.

3. Duties and responsibility of GIST:

3.1.1 GIST shall incorporate a co-ordination committee consisting of one faculty member of GIST nominated by the Director and one officer nominated by CADeploy that will coordinate the planning and monitoring of the implementation of the various aspects of this Agreement.

3.1.2 GIST will nominate 2-3 faculty members to CADeploy for undergoing the Training at Hyderabad.

3.1.3 GIST shall facilitate the Program by providing defined premises, training material, Software, Systems, etc. where the training program can be conducted without any hindrance under the guidance of CADeploy.

3.1.4 GIST shall provide suitable qualified and competent personnel so that high quality and the accuracy of the training program can be maintained.

- 3.1.5 GIST shall ensure that the course/program will be imparted for the duration specified by CADeploy as agreed in (Annexure-A.)
- 3.1.6 GIST shall keep a record of the minimum number of recommended hours being complied by the Professor both during receiving of training and delivering it to students.
- 3.1.7 GIST shall ensure for the enrolment of the minimum number of students annually as required by CADeploy.
- 3.1.8 GIST shall inform CADeploy of any change in schedule or recruitment or of Professors or situation which shall affect the Program.
- 3.1.9 GIST shall be allowed to certain numbers of students for the training as agreed upon in writing from time to time.
- 3.1.10 GIST shall ensure that the pre-final semester students will only be trained who are pre-selected by CADeploy.

3.2 **Duties and responsibility of CADeploy:**

- 3.2.1 CADeploy shall provide free copy of training material / manuals per Authorized course to the Professors, while 'Training the Trainer' Programme in Hyderabad.
- 3.2.2 CADeploy will impart its Technology, covering relevant knowledge, practical skills to the Professors, during the training program.
- 3.2.3 CADeploy shall keep record of the Professors volunteering for the Program and the students enrolling for the same.
- 3.2.4 CADeploy will give an opportunity to the pre-selected students to do a project in their office.
- 3.2.5 CADeploy shall conduct examination / evaluate the enrolled students on completion of their course.
- 3.2.6 CADeploy shall issue the Appointment letter on completion of the Program to the students once they have qualified in their semester exams conducted by their University.

3.3 **Duties and responsibilities of both Parties:**

- 3.3.1 Neither Party will make any presentations pertaining to the other or its business or affairs, without the express written consent and approval of the other.
- 3.3.2 It is understood that during the currency of this Agreement it may be necessary for either Party to disclose confidential/proprietary information to the other. The disclosure of any such information or data between the Parties shall be made pursuant to an executed non-disclosure and confidential information agreement.

3.3.3 Neither Party may use the other's corporate name or any trade mark or name or any other items or assets protected by intellectual property rights, including but not restricted to, use in any promotional material, press releases, advertisements, communications, stationery, web sites, or the like. Where there is a requirement for doing so, the same shall be done with the written consent of the other party.

3.3.4 Neither Party will disclose any information of this Agreement connected with it or information received from the other or otherwise during the implementation of this Agreement or its subsequent amendments, if any, except as may be required by corporate communication of either Party or by law or on a strictly "need-to-know" basis for the purpose of implementing this Agreement, or its subsequent amendments, if any, unless express prior written consent of the other Party shall have been obtained in advance.

3.3.5 Unless previously consented by both Parties, there shall be no assignment of any interest under this Agreement by any Party here to.

4. Representations and warranty

4.1 Neither GIST nor CA Deploy is or will be construed as an agent or legal representative or binding business partner of the other.

4.2 Neither of the Parties is or shall be responsible for the debts incurred by the other or be bound by any contracts or representations made by the other or any obligations undertaken by the other.

4.3 Neither of them is or shall be an employee or franchisee of the other, nor does this Agreement create a joint venture or any similar relationship between the Parties.

4.4 Neither party will make any representations pertaining to the other or its business or affairs, without the express prior written consent and approval of the other.

4.5 The relationship between the Parties shall be that of a mutually benefiting academic relationship and shall not be commercial in nature.

4.6 GIST shall warranty to pool of students conversant with CA Deploy products and technologies. GIST shall give an opportunity to nurture and acquire the top talents of GIST.

5. Intellectual Property Rights:

5.1 All rights, title and interest of every kind and nature whatsoever in and to any intellectual property ("Intellectual Property"), including without limitation any ideas, inventions (whether or not patentable), design, improvements, discoveries, innovations, patents, trademarks, service marks, trade dress, trade names, trade secrets, work of authorship, copyrights, films, audio and video tapes, other audio and visual works of any kind, scripts, sketches, models, formulas, tests, analyses, software, firmware, computer process, computer and other applications, creations, properties and any documentation or other memorialization containing or relating to the foregoing, in each case discovered, invented, created, written, developed, taped, filmed, furnished, produced or disclosed by or to GIST and its successors and assigns shall have no right, title or interest of any kind

or nature therein or thereto, or in or to any results and proceeds therefrom. CADeploy shall have all rights, title and interest in such Intellectual Property is conceived by GIST along or with other and whether conceived during regular working hours or other hours.

5.2 GIST makes, and agrees to make, any assignment necessary to accomplish the immediately preceding paragraph and agrees to perform any act reasonably requested by CADeploy in furtherance of this assignment. GIST irrevocably designates CADeploy and its officers, agents and representatives as GIST's attorney-in-fact, with full power of substitution, to act for and on GIST's behalf to execute and file any document necessary or appropriate, in the CADeploy's sole discretion, to accomplish such assignment and to perform any other act to accomplish such assignment, in each case, with the same effect as if executed, filed or performed by GIST.

6. **Amendment or alteration:**

No amendment or alteration of the terms of this Agreement shall be valid unless made in writing and signed by both of the Parties hereto. The preceding sentence shall not apply to changes made verbally by CADeploy as expressly permitted elsewhere in this Agreement.

7. **Governing Law:**

This Agreement will be governed by and construed and interpreted in accordance with the laws of India and courts of Hyderabad will have exclusive jurisdiction in case of any dispute arising out of this Agreement.

8. **Severability:**

The holding of any provision of this Agreement to be illegal, invalid or unenforceable by a court of competent jurisdiction shall not affect any other provision of this Agreement, which shall remain in full force and effect.

9. **Waiver:**

The failure of any Party to insist upon strict adherence to any term of this Agreement on any occasion or occasions shall not be considered a waiver thereof or deprive that Party of the right thereafter to insist upon strict adherence to that term or any other term of the Agreement.

10. **Entire Agreement:**

This Agreement contains the entire agreement of the Parties and shall supersede any prior, verbal or written agreement or understanding between GIST and CADeploy. GIST acknowledges that in choosing to accept this assignment with CADeploy it has not relied on any warranties, representations or promises by CADeploy, its employees or any other parties except as specifically set forth herein.

11. **No coercion or Duress:**

GIST enters into this Agreement with full understanding of the nature and extent of the restrictive covenants contained herein and acknowledges that because of the nature of the CADeploy's business this Agreement would not be entered into without the restrictive covenants contained herein. GIST agrees that it is entering into this Agreement voluntarily and of its own free will in order to obtain the benefits of their college and students. GIST acknowledges and agrees that it has not been coerced or suffered any duress in order to induce it enter into this Agreement.

12. **Headings:**

The Clauses heading appearing in this Agreement are used for convenience of reference only and shall not be considered a part of this Agreement or in any way modify, amend or affect the meaning of any of its provisions.

13. **Rules of Construction:**

Whenever the context so requires, the use of masculine gender shall be deemed to include the feminine and vice versa and the use of singular shall be deemed to include the plural and vice versa.

14. **Burden and Benefit:**


This Agreement shall be binding upon and shall inure to the benefit of CADeploy and GIST provided however that the rights and obligations of GIST under this Agreement are personal and shall not be assigned, delegated or otherwise transferred by GIST. GIST understands that CADeploy may, at any time, assign this Agreement to such affiliates or subsidiary or group CADeploy as it deems appropriate.

IN WITNESS WHEREOF, the parties to this Agreement have affixed their signatures on the day, month, and year stated above.

SIGNED By: M. SHASHANK
for and on behalf of
CADeploy Engineering Private Limited

SIGNED By: Y. Dinakar
for and on behalf of
Geethanjali Institute of Science & Technology


Authorized Signatory


Authorized Signatory

Name: Shashank Mundrathi
Title: Manager - Business Development

Name: Y. Dinakar
Title: HEAD - Placements & Training

Witness:

Witness:

GIST signs MOU with CA Deploy Engineering Private Limited

In one of the landmark developments, Geethanjali Institute of Science and Technology signed an MOU with a leading civil engineering major in structural steel drafting and detailing technology "CA Deploy Engineering Private Limited " on 18 Dec 2017 at Hyderabad.

This MOU with CA Deploy is a joint collaborative initiative to establish a "Centre of Excellence " at GIST campus, with the objective of involving faculty and students in fostering excellence by providing them with ample exposure facilitating the creation of awareness and understanding about the emerging trends and latest developments occurring globally in the Civil Engineering domain.

Under the MOU it was proposed that GIST shall develop relevant curriculum and design courseware in line with inputs, insights and guidance provided by CA Deploy, which shall host top quality training programming and initiate many collaborative academic events to ensure maintenance of highest standards of excellence among faculty and students, in multiple areas of civil engineering.

GIST strongly believes that the MOU with CA Deploy would immensely benefit the faculty and students by strengthening their civil engineering expertise and technical competencies through real time experience and practical application of a wide range of civil engineering concepts paving the way for innovation and creative excellence.

CA Deploy looks forward to reaping mutual benefits held out by this MOU with GIST through nurturing and acquiring the top civil engineering talents of the GIST students as and when necessary by creating abundant career opportunities and carving the bright careers of the young engineers in the domain of civil engineering through GIST centre of excellence.

After establishing CA Deploy COE CA Deploy recruited 10 CIVIL ENGINEERING students of 2018 batch from GIST campus.