



POTTI SRIRAMULU CHALAVADI MALLIKARJUNA RAO COLLEGE OF ENGINEERING & TECHNOLOGY

Approved by AICTE, NEW DELHI and Affiliated to JNTUK, Kakinada
Sponsored by : SKPVV Hindu High Schools Committee, Estd : 1906
ISO 9001 : 2015

MEMORANDUM OF UNDERSTANDING

This memorandum of understanding (MoU) is executed on 17th JULY 2019.

By and Between


POTTI SRIRAMULU CHALAVADI MALLIKARJUNARAO COLLEGE OF ENGINEERING & TECHNOLOGY Having Its Registered Office At 7-3-6/1 Raghvareddy Street Kothapeta, Vijayawada Andhra Pradesh 520001, represented by its principal **Dr.K. NAGESWARA RAO** (Hereinafter refer to as "PSCMRCET", which expression shall, unless repugnant to the context or meaning thereof, mean & include its successors & assigns) being the party of first part

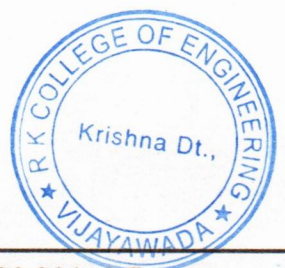
And

RK COLLEGE OF ENGINEERING, Kethanakonda (V), Ibrahimpatnam (M), Vijayawada, AMARAVATI - 521456, represented by its Principal **Dr.K.RAMA KRISHNAIAH** (Hereinafter refer to as "RKCE", which expression shall, unless repugnant to the context or meaning thereof, mean & include its successors & assigns) being the party of second part "PSCMRCET", & "RKCE" & are Hereinafter, wherever the context so requires, individually referred to as "party" and collectively as "parties".

Whereas:

- PSCMRCET is engaged in service of engineering & technical education with college name referred as POTTI SRIRAMULU CHALAVADI MALLIKARJUNARAO COLLEGE OF ENGINEERING & TECHNOLOGY in the city of Vijayawada.
- RKCE is engaged in service of engineering & technical education with the college name referred as RK COLLEGE OF ENGINEERING, Kethanakonda (V), Ibrahimpatnam (M), Vijayawada, AMARAVATI - 521456.


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Vijayawada, AMARAVATI-521 456



D.No. 7-3-6/1, Raghava Reddy Street, Kothapet, VIJAYAWADA - 520 001. A.P.

Voice : 0866 - 6612111, 6613111, 0866-2423442, Fax : 0866 - 2423443, E-mail : principal@pscmr.ac.in, www.pscmr.ac.in

Objectives of MoU:

- A. To promote & enhance academic interest between PSCMRCET & RKCE.
- B. To provide advice for implementation of quality of education between PSCMRCET & RKCE.
- C. To promote research/continuing education activities between parties.

Technical areas of collaboration:

- A. A continuing quality improvement programme to improve quality of teaching staff in both parties.
- B. Providing academic interaction by delivering special lectures at both institutes on topics of relevance to modern industry.
- C. Provide necessary helps in organizing workshops, conferences and personality development programmes at both parties for enhancement of skills in respect of faculty, staff and students.
- D. Provides necessary support for establishment of video satellite link and assistance in development of E-classrooms, Lab, Curriculum, Establishment of research labs, training and placement, library etc. at both parties.
- E. To provide training programmes for Students & Staff.

Proposed modes of collaboration:


PSCMRCET & RKCE proposed to collaborate through the following:

- A. Cooperation and promotion of education and training in areas of mutual interest.
- B. Any other appropriate mode of interest agreed upon between PSCMRCET & RKCE

A specific plan will be worked out by the parties depending upon availability of resources. A specific agreement will be entered in to for each activity.

Terms & conditions:

- A. The cost of development of infrastructure at both parties should be borne by themselves.


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- B. For continuing education to teachers and students the financial arrangements will be made mutually agreed terms.
- C. For the visits related to advice & consultancy, travel and other expenses of faculty & staff shall be reimbursed by both the parties on mutually agreed terms.
- D. The faculty and students of both parties can use library facilities for a short time.
- E. Both parties agreed to help identify and invite the faculty members & researchers from the other institutes to participate in conferences, workshops and short-term courses.
- F. This MoU may be amended, removed and terminated by mutual written agreement of the parties at any time.
- G. Either party should have the right to terminate this MoU upon 60days prior written notice to the other Party.

Confidentiality:

- A. The RKCE and the PSCMRCET agreed to hold in confidence all information/data designated by the parties as being confidential which is obtained from either party or created during the performance of MOU and will not disclose the same to any third party without written consent of the other party.
- B. The above confidential clause under this MOU excludes the information/data processed by either party before entering into this MOU or independently developed and/or information already available through public domain.

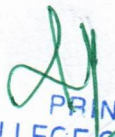
Duration of MOU:

This MOU unless extended by mutual written consent of the parties, shall expires in one year after the effective date specified in the opening paragraph. However, in review the MOU shall be extended by mutual consent.

Force majeure:

Neither party shall be liable for any failure or delay in its performance due to circumstances beyond its reasonable control, provided that it notifies the other party as soon as practicable and uses its best efforts to resume performance.

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Indemnity:

Each party shall indemnify and keep indemnified, defend and hold harmless the other party and their respective officers, directors, employees (collectively the "indemnified persons") from and against any and all direct losses, claims, costs, liabilities, judgments, expenses or damages that the indemnified person may incur or suffer as a result of or arising out of breach of any representation made by it under this agreement.

Severability:

If any part or any provision of this MOU becomes illegal, invalid or unenforceable, that part or provision shall be ineffective to the extent of invalidity or unenforceability without in any way affecting the validity or enforceability of the remaining parts of said provision of this MOU. The parties hereby agree to attempt to substitute any invalid or unenforceable provision with a valid or enforceable provision, which achieves to the greatest extent possible the economic, legal and commercial objectives of the invalid or unenforceable provision.

Assignment:

The parties to the agreement shall not assign or support to assign or otherwise deal with any of its rights and obligations hereunder without the prior written consent of the other party.


Waiver:

Failure of party to exercise promptly any option or right granted, or to require strict performance of any obligation herein imposed shall not be deemed to be a waiver of such rights or of the right to demand subsequent performance of any and all obligations herein imposed.

Amendments:

All changes and amendments to this agreement or to any attachment there to be valid only if made in writing and signed by duly authorized representatives of both the parties.




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Dispute resolution:

In the event of any disputes, differences or controversies arises between the parties, hereto, out of, or in relation to or in connection with provisions of this MOU or any action taken hereunder, the parties hereto shall thoroughly explore all possibilities for an amicable settlement. In case the amicable settlement cannot be reached, disputes, differences or controversies shall be referred to sole arbitrator appointment with the mutual consent of both the parties in accordance with the provisions of the arbitration and conciliation Act-1996, and the venue of such arbitration shall be Vijayawada and the proceedings shall be conducted in English. the award of the arbitrator/arbitrary tribunal shall be final and binding on both the parties hereto.

Jurisdiction:

This agreement shall be governed and construed by and in accordance with the laws of India and subject to the exclusive jurisdiction of the court of Vijayawada.

IN WITNESS WHEREOF THE PARTIES HAVE EXECUTED THIS MOU AS OF THE DAY AND YEAR FIRST ABOVE WRITTEN:

FOR

**RK College of Engineering
(RKCE)**

FOR

**Potti Sriramulu Chalavadi
Mallikarjunarao College of
Engineering & Technology
(PSCMRCET)**

PRINCIPAL**Dr.K,RAMA KRISHNAIAH****PRINCIPAL**

**R K COLLEGE OF ENGINEERING
Kethanakonda (V), Ibrahimpatnam (M),
Vijayawada, AMARAVATI-521 456.**

PRINCIPAL**Dr.K.NAGESWARA RAO****PRINCIPAL**

**Potti Sriramulu Chalavadi Mallikharjuna Rao
College of Engineering & Technology
Kethanapet, VIJAYAWADA-520 001**

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