

ఆంధ్రప్రదేశ్ ఆంధ్ర ప్రదేశ్ ANDHRA PRADESH

21600 06/12/2021  
S.No.....D.....R.....

Sold To: Danish Sheikh Sudeshi sphaate AKeen Ahmad  
For whom: Danish Adani Skill Development  
Centre, Krishnapatnam

CW 479272

V. SUDHAKAR

Licenced Stamp Vender

L. No. 0917002/2018

R. No. 0917007 of 2021 - 2023

Brahmanandapuram, Nellore-524 003.

Cell : 9346256877

**MEMORANDUM OF UNDERSTANDING (MoU)**

This Memorandum of Understanding (MoU) is executed at Nellore on this  
03 day of February 2022

**BETWEEN**

Vikrama Simhapuri University, an university established by the Government of Andhra Pradesh, having its office at Kakuturu, Nellore representing its Registrar and herein after referred as 'University'.

**AND**

Adani Skill Development Centre - Krishnapatnam, with a state of the art Training Academy having its office at Muthukur, Gopalapuram, Nellore, herein after referred as 'ASDC'. (University and ASDC are hereinafter jointly referred to as "parties" and individually as "party")

  
REGISTRAR  
Vikrama Simhapuri University

  
PRINCIPAL  
ASDC-Krishnapatnam

  
CHIEF OPERATING OFFICER (COO)  
Adani Skill Development Centre

REGISTRAR  
VIKRAMA SIMHAPURI UNIVERSITY  
NELLORE-524 320

MoU - ASDC

## WHEREAS

1. Vikrama Simhapuri University is a multi-faculty and multi-disciplinary university, offering rich and varied courses in the fields of humanities, arts, sciences, social sciences, law, engineering, technology, commerce and business management, information technology and oriental languages. The university's strategic planning; teaching-and-learning policies and research direction have always emphasized respect for the concerns of the society and the need to address the issues that challenge it. Vikrama Simhapuri University has established the "university-industry hub" for an effective interface with the industry and to design and deliver programs tailored to the industry needs.

2. Adani Skill Development Center has a vision to provide value based education and training to the candidates enabling them employment and to meet the ever increasing demands in the fields of Industry and Commerce.

As Andhra Pradesh has 975 Kms of coastal line with 14 existing ports, introduction of new ports is under consideration due to state bifurcation, expecting fine & large employment opportunities in these ports. The course is designed in such a fashion so that the trainee, on successful completion of course, will be fully conversant to meet all the requirements students the value of hard work and in depth involvement. We assure that this course is being 100% job-oriented courses which will be welcomed widely, both inside and outside India.

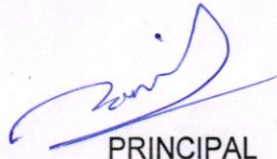
3. University and ASDC believe that collaboration and co-operation between themselves will promote more effective use of each other's resources, and provide each of them with enhanced opportunities. In view



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of the growing demand for specialized and qualified personnel in the Port sector, the parties desire to cooperate with one another to provide the required training programs at the premises of ASDC and University.

4. Both parties, being legal entities in themselves, desire to sign this MoU for advancing their mutual interests.

**NOW THEREFORE, IN CONSIDERATION OF THE MUTUAL PROMISES SET FORTH IN THIS MoU, THE PARTIES HERETO AGREE AS FOLLOWS:**

**Clause 1: Co-Operation and Objectives:**


1.1 Both the parties are united by common interests and objectives of providing

**I. Post Graduate Diploma Courses**

- 1) Port Operations & Terminal Management
- 2) Fire and Safety
- 3) Environmental Health and Industrial Safety

**II. Vocational Certification Training Courses**

1. Marine Operations
2. Cargo operations
3. Container operations
4. Logistics and supply chain management
5. Port security management, safety and Environment
6. Port economics and finance
7. Industrial Safety
8. Occupational safety and Health Administration (OSHA)
9. Disaster Management
10. Field Technician of Air Conditioner
11. Field Technician of Home Appliances
12. Assistant Electrician
13. Solar PV Installer

  
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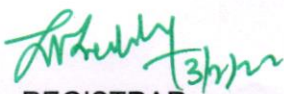
**III. Introduce Specialization Course in MBA - "Industrial and Port Operational Skills".**

- 1) Logistics and supply chain management**
- 2) Marine Operations**
- 3) Cargo operations**
- 4) Container operations**
- 5) Warehouse Management**
- 6) Inventory Management**

**IV. Insertion of VSU logo can be done for the courses according to annexure - 1**

The parties shall keep each other informed of potential opportunities and shall share all information that may be relevant to secure additional opportunities for one another.


- 1.2 The parties agree that they shall co-operate and collaborate to deliver the said program/Post Graduate Diploma Course in the premises of ASDC and University.
- 1.3 The course is of one Academic year duration. Course comprises Class room Instructions, Practicals, On the job training, Industrial visits, Projects, Group discussions, Assignments, Seminars, Case studies etc.
- 1.4 All the programs in the above mentioned domain shall be of advanced nature and will adhere to the quality standards for which both the parties are known.
- 1.5 All the students admitted to the Post Graduate Course shall be governed by the rules and regulations of University.



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## **Clause 2: Course wise Eligibility**

### **I. Post Graduate Diploma Courses**

- Any Degree passed in the recognized University or Any Diploma + one year industrial Experience.

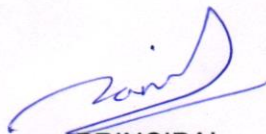
### **II. Vocational Certification Training Courses**

- 1) Marine Operations - 10<sup>th</sup> Class Pass
- 2) Cargo Operations - 10<sup>th</sup> Class Pass
- 3) Container Operations - 10<sup>th</sup> Class Pass
- 4) Logistics and Supply Chain Management - 10<sup>th</sup> Class Pass
- 5) Port Security Management, Safety and Environment - 10<sup>th</sup> Class Pass
- 6) Port Economics and Finance - 10<sup>th</sup> Class Pass
- 7) Industrial Safety - 10<sup>th</sup> Class Pass
- 8) Occupational Safety and Health Administration (OSHA)-10<sup>th</sup> Class Pass
- 9) Disaster Management - 10<sup>th</sup> Class Pass
- 10) Field Technician of Air Conditioner - 8<sup>th</sup> Class Pass
- 11) Field Technician of Home Appliances - 8<sup>th</sup> Class Pass
- 12) Assistant Electrician - 10<sup>th</sup> Pass or I.T.I Pass
- 13) Solar PV Installer - I.T.I Pass

  
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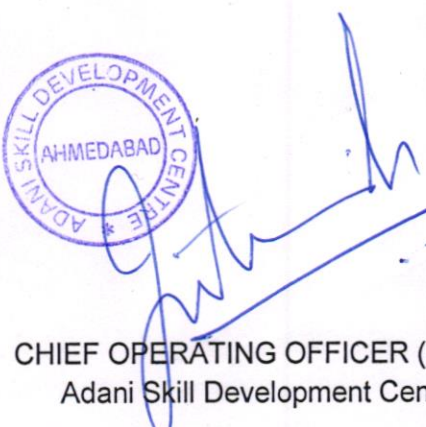
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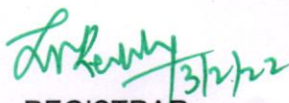


  
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**Clause 3: Obligations of University:**

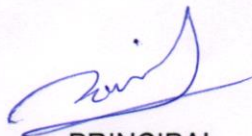
University shall be responsible inter-alia for the following:

- 3.1 University will admit the candidates to the Post Graduate Diploma Course on the basis of merit and by following the statutory reservations of the Government of Andhra Pradesh wherever applicable. The maximum intake will be 30 students per year. The classes will be conducted in the premises of ASDC, Muthukur, Nellore.
- 3.2 Defining the evaluation mechanism such as internal assessment, final examinations, seminars etc.
- 3.3 Conducting the final examinations at the end of Course/Academic year, evaluation of project dissertation of record at the end of the project work including viva-voce.
- 3.4 On successful completion of the course, the Post Graduate Diploma will be awarded by University incorporating ASDC on the certificates issued.
- 3.5 Formal training to the faculty will remain a responsibility of the University to promote quality education standards by qualified and acceptable faculty for the said courses.
- 3.6 Provide access to the students/faculty of ASDC to the University facilities viz. Libraries, Laboratories etc. for the purposes of academic activities based on the availability of labs.
- 3.7 Co-operate ASDC towards obtaining requisite permissions from government or other statutory, regulatory, local, municipal, if necessary, for the courses mentioned herein.



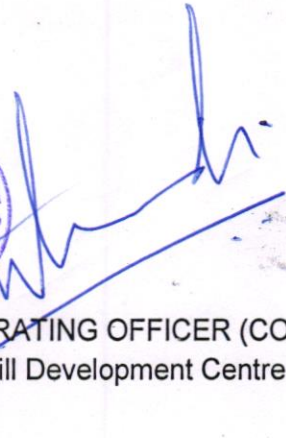
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MoU – ASDC

**Clause 4: Obligations of ASDC:**

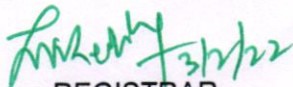
ASDC shall be responsible inter-alia for the following:

- 4.1 Providing class rooms, labs and other infrastructure facilities for executing the courses as per the scheme of instruction and examinations.
- 4.2 Provision of well stocked library.
- 4.3 Appointment of Coordinator for the Post Graduate Diploma Course and execution of the course following the University norms with respect to the courses contents and programs structure.
- 4.4 Teaching aids like the presentations, reference material etc.
- 4.5 Providing the required qualified faculties for conducting course.
- 4.6 Designing of practical work and assignments.
- 4.7 Interaction with various industries in terms of guest lectures and workshops from domain experts at regular intervals.
- 4.8 The course Curriculum, Syllabus, Examination Pattern and Project study in connection with PG Diploma course will be implemented after necessary approvals from the University.
- 4.9 All payments related to teaching, practical classes and examinations.

**Clause 5: Joint obligations of the parties:**

The parties agree to the following:

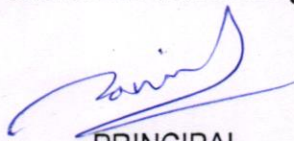
- 5.1 The parties agree to obtain all consents, approvals and permissions required for giving effect to this MoU.
- 5.2 Defining and sustaining the quality and delivery of the programs.
- 5.3 Jointly owning responsibility for this program and taking necessary action to address them.
- 5.4 The entire educational process will be co-ordinated by both the parties in such a manner that the standards and excellence for which the parties are known are maintained.
- 5.5 Updating of course contents according to industry.



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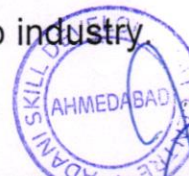
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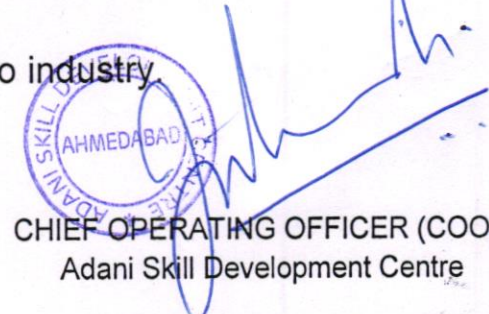


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5.6 Placement guidance to be provided by ASDC to candidates who successfully completes the program.

**Clause 6: Representations and Warranties of the Parties:**

6.1 Each Party represents and warrants to the other that:

6.1.1 It is duly authorized, validly existing and in good standing under the laws of its country of incorporation, and has all requisite authority to execute, deliver and perform its obligations under this MoU, and to consummate the transactions contemplated herein;

6.1.2 The execution, delivery and performance by the either Party of this MoU, do not and will not conflict with, contravene, result in a violation or breach of or default under any applicable law in respect of such Party; and

6.1.3 It has procured all necessary consents, authorizations and approvals (including, under applicable law, and/or any contract, to which such Party and/or assets are bound) and made all intimations, whether internal or third party, in relation to execution hereof and consummation of the transactions contemplated herein.

**Clause 7: Financial Terms:**

7.1 All expenses connected with promotion of the programs shall be taken care by ASDC.

7.2 The fee collected for prospectus and the examination will go to University account.

7.3 The PG course fee is Rs. 35,000/- and Rs. 1000/- will be collected towards admission fee.

7.4 The Three month vocational certification course fee is Rs. 8,000/- and Rs. 1000/- will be collected towards admission fee.



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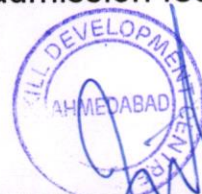
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- 7.5 The fee shall be collected by either University or by ASDC. In case the fee collected by ASDC, University shall issue acknowledgement of such fee deposited with University by ASDC. The fee structure of the student shall be decided from time to time by University and ASDC on Mutual agreement.
- 7.6 The course fee (Tuition Fee) collected will be divided in the following manner:  
30% of the course fee will be retained by University and 70% credited to ASDC by University with in a period of 6 weeks after the completion of admission process.
- 7.7 ASDC has the liberty to collect the practical/lab fee directly from the students with the prior approval from the University.

**Clause 8: Confidentiality:**

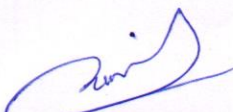
- 8.1 All materials and information provided to a party by the other party or acquired by a party on behalf of the other party, where oral, written, recorded magnetic media, cards or otherwise, shall be regarded as confidential information in accordance with the applicable laws, and ethical standards.
- 8.2 Each party shall take all necessary steps to safeguard the confidentiality of such materials or information. Neither party shall use the confidential information of the other party for purpose other than those contemplated hereunder.

**Clause 9: Intellectual Property:**

- 9.1 Nothing contained in this MoU shall, by express grant, implication, or otherwise, create in either party any right, title, interest or license in or to the intellectual property (including but not limited to know how, inventions, patents, copy rights and designs) of the other party.

  
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**Clause 10: Indemnity:**


10.1 Both the parties shall be liable to compensate, indemnify, defend and hold harmless the other party from and against all losses, liabilities, damages, deficiencies, demands, claims, actions, judgments or causes of actions, assessments, interest, penalties and other costs & expenses incurred and suffered by the indemnified party based upon, directly arising out of, or in relation to (I) any breach or non-observance by indemnifying party of any covenants, conditions, obligations or other provisions of this MoU, or (II) any representation given by the indemnifying party being found to be false or misleading.

**Clause 11: Assignment:**

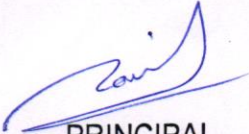
Neither Party shall have the right to assign this MoU, in whole or in part, nor any rights hereunder to any other third party without taking prior written permission of the other party. In the event of any assignment by either Party the assigning Party shall remain permanently liable to the other Party for all obligations contained in this MoU regardless of whether such obligations were part of or covered by the assignment.



**Clause 12: Entire MoU:**

This MoU constitutes the entire understanding between the Parties in relation to the subject matter hereof. This MoU supersedes all previous letters of intent, heads of terms, prior discussions and correspondence exchanged between any of the Parties, either written

  
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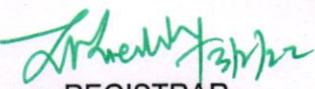
or oral, in connection with the transactions referred to herein and both the parties shall not be bound by or be liable for any statement, representation, promise, inducement or understanding of any kind of nature relating to the work which is not set forth or provided for herein this MoU;

**Clause 13: Severability:**

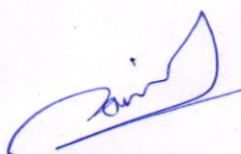
If any of the provisions of this MoU becomes invalid, illegal or unenforceable in any respect under any law, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired. Any invalid or unenforceable provision of this MoU shall forthwith be replaced with a provision, which is valid and enforceable and most nearly reflects the original intent of the unenforceable provision.

**Clause 14: Dispute Resolution:**

- 14.1 In the event of any disputes under this MoU, authorized representatives of "ASDC and University" shall meet not later than 7 working days after receipt of notice by either party of request for dispute resolution and shall enter into good faith negotiations aimed at resolving the dispute.
- 14.2 If the representatives are unable to reach mutually satisfactory resolution of the dispute within the next 15 working days, each party shall, within 7 working days, designate a top management executive who will attempt, over the next 15 days, to resolve the dispute.
- 14.3 It is agreed by both the parties that any difference or dispute in this connection shall be referred to Sole Arbitrator to be nominated by

  
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Both the parties under the provisions of Arbitration and Conciliation Act, 1996 and the award so given by the Arbitrator will be wholly binding on both the parties and shall not be questioned under any circumstances.

14.4 This MoU shall be governed by, and construed in accordance with, Indian law. The Language for the purposes of this MoU shall be the English language and all correspondences, notices and/or communication etc. shall be in English only. The courts of Nellore, Andhra Pradesh, India shall have exclusive jurisdiction to settle any dispute arising out of and/or in connection with this Agreement.

**Clause 15: Validity of the MoU:**

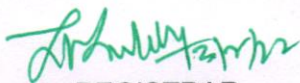
15.1 This MoU is Valid for a period of three years with effect from the date of signing of this MoU and can be renewed further for a specified period by mutual consent.

15.2 It may be modified or extended by mutual written agreement by the parties. This MOU may be terminated by either party upon six (6) months advance written notice.

15.3 Termination of this MoU for any cause whatsoever shall not release a party from any liability which, at the time of termination, has already accrued to the other party or which may thereafter accrue in respect of any act or omission prior to such termination.

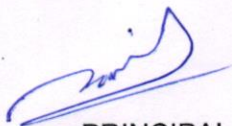
**Clause 16: NOTICES**

Any notice to be given under MoU shall be in writing and shall be deemed to have been duly and properly served upon the parties hereto if delivered against acknowledgement due, addressed to

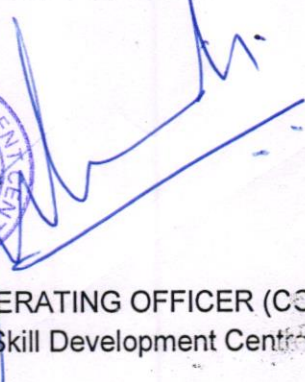


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Parties herein at the following addresses or such changed addresses as will duly notified by the parties time to time.

**If to ASDC:**

Principal,  
Adani Skill Development Centre,  
Muthukur,  
Gopalapuram, Krishnapatnam Port  
SPSR Nellore District, Andhra Pradesh-524344, India.

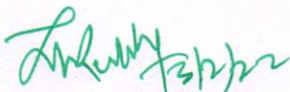
**If to University:**

Registrar  
Vikrama Simhapuri University,  
Kakuturu, Nellore,  
SPSR Nellore District, Andhra Pradesh-524320, India.

The signature of each party's duly authorized representative below shall evidence the agreement of such party. This MoU accurately summarizes its understanding with respect to the subject matter hereof.

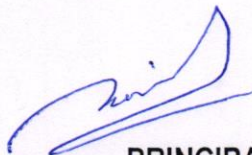
Signed for and behalf of

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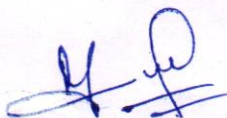
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Witnesses

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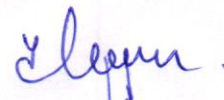


2.



Witnesses

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