



MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (MoU) is executed at Vijayawada on this 14th Day of Dec, 2017 by and between; **EURTH TECHTRONICS PVT LTD**, a company incorporated under the Companies Act, 1956 and having its registered office at Plot No:41, ALEAP Industrial Estate, Surampalli, Vijayawada, AP, India 521212; represented by its CEO, **Mr. Srihari Maddula**, (Hereinafter referred to as the “EURTH”, which expression shall, unless repugnant to the context or meaning thereof, mean and include its successors and assigns) being the Party of the First Part.

And

Potti Sriramulu Chalavadi Mallikarjuna Rao College of Engineering & Technology, an Engineering college, having its registered office at 7-3-6/1, Raghavareddy Street, Kothapeta, Vijayawada-01, Andhra Pradesh, 520001 represented by its **Principal, Dr. K. Nageswara Rao**(Hereinafter referred to as the “PSCV”, which expression shall, unless repugnant to the context or meaning thereof, mean and include its successors and assigns) being the Party of the Second Part.

“EURTH” and “PSCV”, are hereinafter, wherever the context so requires, individually referred to as “**Party**” and collectively as “**Parties**”.

WHEREAS

- A. EURTH is engaged in the LED Solutions, Electronics Manufacturing, Design & Development of Electronics, IoT based solutions; EURTH has established a fully automated Electronics Manufacturing Industry (hereinafter referred to as PLANT), in the city of Vijayawada.
- B. PSCV is engaged in the service of Engineering & Technical education with college name referred as Potti Sriramulu Chalavadi Mallikarjuna Rao College of Engineering & Technology in the city of Vijayawada.
- C. EURTH Further to Design, Development and Launch of EURTHLED ® LED Solutions, is now gearing up for its next Big Initiatives in the Region mentioned below
 - a. An IoT Based Solutions for the bringing in Automation, Monitoring, Efficiency in the Aqua Industry which has a two-digit revenue contribution in the AP’s Development.
 - b. Cost Effective Home Automation Solution design and Development based on Google Home, Amazon Eco, etc. platforms.
 - c. Power Electronics Design and solutions for future EURTHLED® Products.
 - d. Design and Development of “GRAVITYLIGHT” suitable for Indian usage.

Working towards vision for “NANO SATELLITE” Project.





- D. PSCV has shown interest to associate with EURTH and be instrumental in providing this Industrial exposure to the Students of PSCV with Involvement in Electronics, Electrical, Computers, Mechanical design and development along with EURTH and its R&D Team by setting up In-Campus incubation.

NOW THIS MoU WITNESSETH AS FOLLOWS

1. INFRASTRUCTURE

- a. PSCV shall make available a pleasant working environment which satisfies the requirements to work on the Goals Mentioned in above section "C.a, C.b, C.c, C.d, C.e", A Brief list of proposed Infrastructure Requirements are mentioned in the Annexure – I. Similarly, EURTH shall make available as mentioned in Annexure – II.

2. KNOWLEDGE SHARING

- a. PSCV shall make necessary and possible involvement for the Departmental Leaderships accordingly in guiding with Technical guidance wherever possible for the enrichment of the Goals and Candidates. Similarly EURTH shall shift part of its R&D Operation and Team into this Incubation to provide Industry's best Knowledge.

3. TYPES OF CO-OPERATION

- a. Joint Research projects in the fields mentioned in above section
b. Exchange of Academic Publication and Reports
c. Opportunity for Faculty Development and Exchange
d. Exchange of Visiting Research Scholars, for EURTH Incubation Team also
e. Other activities as mutually agreed

4. TERM OF THE AGREEMENT (DURATION)

- a. This MoU is valid till 31st March 2020, from the date of its execution. This Agreement shall remain in effect for a period of two (2) years from the Effective Date unless otherwise terminated by either Party giving notice to the other of its desire to terminate this Agreement.

5. TERMS AND CONDITIONS

- a. The Cost of the Development Infrastructure at PSCV Incubator will be Provided by PSCV
b. For Continuing and Any Additional Education to PSCV Teachers and Students, the financial agreement will be made mutually agreed terms.
c. For Visits related to advice & consultancy, travel and other expenses of PSCV and EURTH will be borne by the respective party only.





- d. PSCV Faculty and EURTH Employees can mutually use the Incubation Infra and Similarly PSCV Labs and Library meeting both parties standards and requirements.
- e. Usage of PSCV academic Infrastructure can be allowed for limited period subject to the Availability, Approval of Head of the Department and meeting Institutes norms. PSCV will try to prioritize EURTH Incubation Requirements as much as possible.
- f. Both Parties agree to help, identify and invite the Faculty and Industry Experts, researchers from other Institutes to Participate in Conferences and workshops and short-term courses.
- g. The MOU may be amended, renewed by mutual written agreement of the parties and any time and can be terminated only after completion of the two years mentioned in the 'Term' clause.

6. CONFIDENTIALITY

- a. The PSCV and EURTH agree to hold in confidence all information/data designed by the parties as being confidential which is obtained from either parties or created during the execution of MOU and will not disclose the same to any third party without written consent of the other institute.
- b. The above confidential clause under this MoU excludes the information/data processed by either party before entering into MoU or independently developed and/or information already available through public domain.
- c. The PSCV will seek written consent for EURTH for any information sharing in the areas of Research & Development mentioned in this Agreement

7. COORDINATORS

- a. Both parties shall designate persons who will have responsibility for coordination and implementation of this Agreement.

8. INTELLECTUAL PROPERTY RIGHTS

- a. The intellectual property rights (IPR) that arise as a result of Joint research and collaborative activity under the agreement worked out on a case to case basis and will be consistent with officially laid down IPR policies of both parties.

9. FINANCIALS / COMMERCIALS

- a. EURTH shall not pay any commercials to PSCV for Infrastructure provided during the MoU.
- b. All Assets used mutually will be discussed and maintained well documented by both the parties.
- c. End of Life hardware will be renewed by the respective owner.





- d. All Services related transactions will be discussed and processed separately by the respective owners; these could be Cloud Services, Hosting Services, trainings etc.

10. TERMINATION

- a. This Agreement commences on the date it is executed and shall continue until full performance by both parties EURTH and PSCV, or until earlier terminated by one party under the terms of this Agreement. This agreement can be withdrawn by either party at any point of time by giving 60 days of notice.

11. DISPUTE RESOLUTION

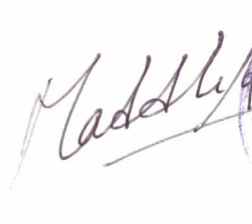

- a. In the event of any disputes, differences, or controversies arise between the parties hereto, out of or in relation to or in connection with provisions of this MoU, or any action taken hereunder, the Parties hereto shall thoroughly explore all possibilities for an amicable settlement.
- b. In case the amicable settlement cannot be reached, such disputes, differences or controversies shall be referred to sole Arbitrator appointed 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/Arbitral Tribunal shall be final and binding on both the parties hereto.

12. JURISDICTION

- a. This Agreement shall be governed and construed by and in accordance with the laws of India and subject to the exclusive jurisdiction of the courts of Vijayawada.

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

**For EURTH TECHTRONICS PVT. LTD.
(EURTH)**

Mr. Srihari Maddula

CEO

**For Potti Sriramulu Chalavadi
Mallikarjuna Rao College Of Engineering &
Technology
(PSCV)**

K. Nageswara Rao
14/12/17

PRINCIPAL
Potti Sriramulu Chalavadi Mallikharjuna Rao
College of Engineering & Technology
Kothapet, VIJAYAWADA-520 001

Principal

Annexure - I

- **LAB Equipment:** PSCV shall provide lab equipment
 - CRO – 1 No
 - Auto Transformer (Variac) (0-380)V/existing(0-275VAC) – 2 No(s)
 - A multipurpose digital multimeter or power analyzer used to measure alternating current (AC), voltage (TRMS) and frequency to determine active (kW), apparent (kVA) and reactive (kVAR) power as well as active energy (kWh) consumption. – 5No(s)
 - Function generator – 1 No
 - RPS(0-60)V/existing RPS any – 2 No(s)
 - Antenna Hosting Space on the Roof for LORA and other Similar services.
 - ESD WorkBench
 - Dual Head 3D Printer

- **Furniture:** PSCV shall provide furniture
 - Work benches
 - Chairs & tables as required
 - Shared Conference rooms and Meeting rooms as per possibility.
 - Clean Drinking Water, Cooling and Other environmental requirements.
 - Necessary Racks and Cabinets for storage of equipment safely.

- **IT Infrastructure:** PSCV shall provide
 - 10 - 20 Personal computers (PC) minimum of 4GB RAM with licenced windows OS and flexibility to change linux OS.
 - Dedicated Internet connection suitable for 20 users
 - Skype Video Conferencing Capabilities between EURTH Factory and Proposed other Colleges which might be working on Nano Satellite Project.
 - UPS 3 -5 KVA/uninterrupted power supply.
 - Local Network Switch.
 - Telecom Infra to communicate internally with the Institution.

- PSCV shall give flexibility to use the labs and libraries as per the Institution rules only.



Annexure - II

- EURTH shall provide component library, like
 - LoRa Modules
 - Arduino family Modules
 - Communication devices (BLE, WiFi, RF Modules and more)
 - Onion Modules
 - Raspberry Pi/ Orange Pi
 - Quicktel/ GSM/ GPRS
 - Passive components
 - Sensors, LCD display, microcontrollers etc.

- EURTH shall provide precise measuring equipment, like
 - Thermal camera
 - Lux meter
 - PF Meter and other measuring equipment.
 - LED Components Library
 - Various Other Electronics Component Library (WURTH EMI Setup)

- EURTH shall provide Services like,
 - Required Collaboration cloud Infrastructure
 - Hosting Services any required
 - Any required Virtual Servers for Data Mapping / Code / Product Development
 - CSV / Code Repository Cloud Infra

- EURTH shall Consider Internships and in turn permanent hiring into certain projects where this is scope and are completely Driven by EURTH.

