

## **MEMORANDUM OF UNDERSTANDING**

This Memorandum of Understanding (MoU) is executed at Vijayawada on this **05<sup>th</sup> September 2018** by and between;

**KAKARAPARTI BHAVANARAYANA Junior College** and having its registered office at (Address) Regd.No: 9-42-104,opp Srinivas Mahal, Kothapeta, Vijayawada, Andhra Pradesh represented by its Principal, Sri .V .Venkata Satyanarayana (Hereinafter referred to as the "KBN", 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

**PottiSriramulu Chalavadi Mallikharjuna Rao College of Engineering & Technology, an Engineering college, having its registered office at 7-3-6/1, Raghavareddystreet, Kothapeta, Vijayawada, 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.

"KBN" and "PSCV", are hereinafter, wherever the context so requires, individually referred to as "Party" and collectively as "Parties".

### **Whereas:**

**A.** KBN is engaged in the service of Intermediate with college name referred as Kakarparthi Bhavanarayana Junior College in the city of Vijayawada.

**B.** PSCV is engaged in the service of Engineering & Technical Education with college name referred as Potti Sriramulu Chalavadi MallikharjunaRao College of Engineering & Technology in the city of Vijayawada.

**C.** KBN has proposed to develop and maintain the website of KBN Junior College in association with PSCV.

**D.** PSCV has shown interest to associate with KBN junior college and develop Website for KBN on the following terms and conditions.

### **NOW THIS MOU WITNESSETH AS FOLLOWS:**

#### **Term:**

This MoU is valid till withdraw of the Trust from its requirements towards website development and maintenance from the date of execution. This Agreement shall remain in effect for a period of at least 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.

### **Deliverables of PSCV**

1. About the College & Management
2. About Campus
3. Student-Zone
4. Related Reports
5. Dynamic Web pages for an easy update of the respective events

### **Deliverables of KBN**

1. KBN shall give sole rights to PSCV in developing the website of KBN Junior College.
2. KBN shall nominate an executive as one point contact person to coordinate in developing the Website.
3. KBN shall share all the necessary data as required to develop the Website.

### **Obligations of KBN**

- PSCV shall oblige KBN to maintain the designed content confidentially without any misuse by students/staff.
- The website was designed by PSCV should be compatible with all type of Website support platforms and browsers.

### **Obligations of PSCV**

- PSCV can showcase the project details in college website/profile
- PSCV shall place the institute logo at the bottom of the website in small size with heading "Website maintained by"

### **Commercials:**

KBN will pay the amount as applicable for hosting upon producing the necessary documents of estimations.

### **Termination:**

- This Agreement commences on the date it is executed and shall continue until full cooperation by both parties KBN 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 7 days notice.
- In case KBN finds any issues with PSCV as stated below:
  - Website designs & services are not satisfactory
  - Misuse of content
  - Delay in the services
  - Any unsolvable technical issues
  - Improper functioning of the Website



- Upon termination PSCV shall handover all the designed content to KBN on as is where condition is.

### **Miscellaneous:**

**Confidentiality:** The terms and conditions of this MoU, attachments and amendments hereto, if any shall be kept confidential by the Parties at all times and not to be disclosed to any person or third party, except and to the extent as may be required for the purpose of complying with applicable law.

**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.

**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 is or becomes illegal, invalid or unenforceable, that part or provision shall be ineffective to the extent of such invalidity or unenforceability only, without in any way affecting the validity or enforceability of the remaining parts of said provision or the remaining provisions 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 purport 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 a 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 thereto are valid only if made in writing and signed by duly authorized representatives of both the parties.

### **DISPUTE RESOLUTION:**

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. 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.

**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 courts of Vijayawada.

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

**For Kakarparthi Bhavanaryana  
Junior college(KBN)**

*V. Satyanarayana* 12/11/2018

**Sri.V.Venkata Satyanarayana**

**Principal-In-Charge**

**Kakaraparti Bhavanarayana Junior College  
VIJAYAWADA-1.**

**For PottiSriramuluChalavadi  
Mallikarjuna Rao College of  
Engineering & Technology  
(PSCV).**

*K. Nageswara Rao* 12/11/18

**Dr.K.Nageswara Rao  
Principal**

**PRINCIPAL**

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