



# CHIEF MINISTER'S SKILL EXCELLENCE CENTER



## MEMORANDUM OF AGREEMENT (MoA)

BETWEEN

**ANDHRA PRADESH STATE SKILL DEVELOPMENT CORPORATION**

AND

**Avanathi Institute of Tehnology & Science,  
Tamaram, Makavarapalem**

Skill Development, Entrepreneurship & Innovation Department  
(SDE&I. Dept.), Government of Andhra Pradesh.

The Agreement is executed on this 9 day of September 2019 (Effective Date) by and between,

**Andhra Pradesh State Skill Development Corporation**, having its Corporate Office at D.No.78/2, G&J Infra Infosight Building, Near Pathuru Junction, Tadepalli - 522501 herein referred to as "APSSDC" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successors and assigns) represented by its Authorized Signatory of the first part;

And

**AVANTHI INSTITUTE OF ENGINEERING AND TECHNOLOGY** having its corporate office at **Tamaram, Makavarapalem, Narsipatnam, Visakhapatnam, Andhra Pradesh 531113** herein after called **AIET, Cherukupally** (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successors and assigns) represented by the **CHAIRMAN** of the second part;

APSSDC and College shall herein after be collectively referred to as Parties and individually as first/second Party.

#### WHEREAS:

APSSDC is a unique organization formed as a public private partnership (PPP) corporation to promote skill-development & entrepreneurship in the state of Andhra Pradesh. APSSDC is the Executive Agency for the Department of Skill Development, Entrepreneurship and Innovation, Govt. of Andhra Pradesh (GoAP) serving the important task of providing high quality skilled manpower as part of the Knowledge and Skills Mission of GoAP. The main objective of the Corporation is to implement a structured and pragmatic solution to skill & upskill the workforce in the State of Andhra Pradesh and to increase employability and promote entrepreneurship in sync with Industrial growth of the State. The process of developing large pool of skilled manpower has been envisaged in partnership with industry to make the skill development mission more industry relevant and self-sustainable. In the process of achieving these goals, the GoAP has



incorporated APSSDC as a special corporate which shall strive for the appropriate and demand driven Skill Development.

APSSDC in its several meetings have discussed and decided to achieve the goal of skill development with participative approach of the stakeholders' viz. the Government, Industry, academic institutions, youth and all other stakeholders. This participative approach will go a long way in accomplishing the task in economical, appropriate proportions with relevance in the shortest period. The APSSDC would provide the extra infrastructural requirements at the selected academic institutions in order to extend the skilling activities and thus realizing the objectives of APSSDC. In this process, the APSSDC has selected some of the leading Engineering Colleges/Govt. Polytechnics/Industry associated training institutions for providing the additional infrastructural facilities required for running the Skill Development programs.

APSSDC and the College/ Institution which is selected for **CM's Skill Excellence Center (SEC) - ICT Lab** have mutually discussed and agreed to enter into this agreement as detailed hereinafter.

NOW, THEREFORE, in consideration of the mutual promises contained herein and other good and valuable consideration, the receipt of which is hereby acknowledged, the parties agree as follows:

#### **2.1 DEFINITIONS:**

In this Agreement, the following expressions shall have the meaning stated herein:

"**Agreement**" shall mean this agreement executed between APSSDC and College and shall include any written modifications thereof and the schedules attached hereto.

"**Applicable Law**" shall mean all the laws national and international, enacted or brought into force as the case may be and enforced by the GoI or GoAP as the case may be, and the regulations and notifications made there under and judgments, decrees, injunctions, writs and orders of any court of record, as may be in force and effect.

"**CM's Skill Excellence Centre - ICT Lab**" shall mean multi-skill focused Centres of Excellence (CoE) at reputed Engineering Colleges in CSE, IT, ECE, EEE, Mechanical and Civil streams. These **CM's Skill Excellence Centers - ICT Labs** will be selected,



**15. GOVERNING LAW AND JURISDICTION**

This Agreement shall be governed and construed in accordance with the laws of India and subject to the arbitration clause mentioned above, the courts of Andhra Pradesh shall have the jurisdiction to entertain any dispute or suit arising out of or in relation to this Agreement.

**16. PUBLICITY**

Neither party shall make any public disclosure, except as may be required by applicable law, relating to discussions and or terms related to this Agreement, without obtaining the prior written consent of the other party. Either party shall not use and shall not let their employees, agents and subcontractors from using the name, trademark or logo of other party in any sale, marketing publication, advertisement, or other publication. Either party shall not make, or let its employees, agents or subcontractors make, any public statement relating to the other party.

**17. RELATION OF THE PARTIES**

Nothing herein shall be construed to neither constitute a partnership between the parties hereto nor to authorize the College save and except as provided herein or with the APSSDC's prior consent in writing, for making any representation.

**18. MODIFICATION, AMENDMENT, SUPPLEMENT OR WAIVER**

No modification, amendment, supplement to or waiver of this Agreement or any of its provisions shall be binding upon the parties hereto unless made in writing and duly signed by the authorized representative of the party against whom enforcement thereof is sought. Any failure or delay of any party to this Agreement to enforce at any time any of the provisions of this Agreement or to exercise any option which is herein provided, or to require at any time performance of any of the provisions hereof, shall in no way be construed to be a waiver of such provisions of this Agreement.

**19. ENTIRE AGREEMENT**

This Agreement together with all Appendices, Attachments and Addenda attached hereto constitute the entire agreement between the parties and supersedes all previous agreements, promises, representations, understandings and negotiations, whether written or oral between the parties with respect to the subject matter hereof.



**20. ASSIGNMENT**

The Second Party shall not be entitled to, nor shall it purport to, assign this Agreement, without prior consent of the First Party.

This Agreement is prepared in two originals and each party shall retain one copy. Each copy shall be treated as original when taken separately and shall constitute as one when taken together.

In token of agreement and acceptance hereof by the two parties the authorized representatives of the two parties hereto have affixed their signatures herein below in the presence of witnesses as under:

**SIGNED ON BEHALF OF  
ANDHRA PRADESH STATE SKILL DEVELOPMENT CORPORATION**

Signature: [Handwritten Signature]



(Name: Dr. B Nageswara Rao)

Designation: Executive Director

**AVANTHI INSTITUTE OF ENGINEERING AND TECHNOLOGY ,**

Tamaram, Makavarapalem, Narsipatnam, Visakhapatnam, Andhra Pradesh  
531113



Signature: [Handwritten Signature]

Name: M. Priyanka

Designation: CHAIRMAN

**Witness**

Name: Dr. T. Prini Vasa Rao

Name: S. Daniel Raju

Signature: [Handwritten Signature]

Signature: [Handwritten Signature]

Designation: TPO

Designation: Admn's Offic



[Handwritten Signature]  
**CH. SWAMI NAIDU**  
ADVOCATE & NOTARY  
NARSIPATNAM  
Visakhapatnam (Dist.)