# Co-operation Agreement

FOR

# Establishing Center of Excellence for Innovation & Technology Management for Indo-German Research Presence

**BETWEEN** 

Madanapalle Institute of Technology and Science

AND

Sir C R Reddy College of Engineering, Eluru

AND

GMR Institute of Technology, Srikakulam

AND

Aditya Institute of Technology and Management, Srikakulam

AND

Annamacharya Institute of Technology and Sciences

AND

Narasaraopeta Engineering College

AND

Prakasam Engineering College, Kandukur

AND

NRI Institute of Technology, Agiripalli

AND

Godavari Institute of Engineering and Technology, Rajahmundry

AND

Sri Venkateswara College of Engineering Technology, Chittor

AND

Anantha Lakshmi Institute of Technology and Sciences, Anantapur

AND

Aditya Engineering College, Surampalem

AND

SRKR Engineering College, Bhimavaram

AND

European Education and Research Council (GEMS) / Indo-Euro Synchronization

AND

nReEn | Steinbeis Innovation gGmbH
Steinbeis Innovationszentrum für Nachhaltige
Ressourcennutzung und Energiebewirtschaftung
(Steinbeis Institute for Sustainable Resource Usage & Energy Management)

This co-operation agreement with focus on establishing a center of excellence for innovation management for Indo-German Research Presence is executed on the 17th of August 2018, between:

Madanapalle Institute of Technology and Science having its principal address at Kadiri Road, Angallu Village, Chittoor District, Madanapalle, Andhra Pradesh 517325, India (hereinafter referred to as "INDIAN UNIVERSITY", which expression shall unless repugnant to the meaning thereof, mean and include its successors and permitted assigns) of the FIRST PART

AND

Sir C R Reddy College of Engineering, Eluru having its principal address at Vatluru, Post Peddapadu Mandal, Near Bypass Road, West Godavari Dist, Eluru, Andhra Pradesh 534007, India (hereinafter referred to as "INDIAN UNIVERSITY", which expression shall unless repugnant to the meaning thereof, mean and include its successors and permitted assigns) of the FIRST PART

#### AND

GMR Institute of Technology, Srikakulam having its principal address at GMR Nagar, Razam, Andhra Pradesh 532127, India (hereinafter referred to as "INDIAN UNIVERSITY", which expression shall unless repugnant to the meaning thereof, mean and include its successors and permitted assigns) of the FIRST PART

#### AND

Aditya Institute of Technology and Management, Srikakulam having its principal address at Tekkali, K Kotturu, Andhra Pradesh 532201, India (hereinafter referred to as "INDIAN UNIVERSITY", which expression shall unless repugnant to the meaning thereof, mean and include its successors and permitted assigns) of the FIRST PART

#### AND

Annamacharya Institute of Technology and Sciences having its principal address at New Boyanapalli, Rajampet, Kadapa, Andhra Pradesh 516126, India (hereinafter referred to as "INDIAN UNIVERSITY", which expression shall unless repugnant to the meaning thereof, mean and include its successors and permitted assigns) of the FIRST PART

#### AND

Narasaraopeta Engineering College having its principal address at Kotappakonda Road, Narasaraopet, Guntur, Andhra Pradesh, 522601, India (hereinafter referred to as "INDIAN UNIVERSITY", which expression shall unless repugnant to the meaning thereof, mean and include its successors and permitted assigns) of the FIRST PART

# AND

Prakasam Engineering College, Kandukur having its principal address at Kanigiri Rd, Kandukur, Andhra Pradesh 523105, India (hereinafter referred to as "INDIAN UNIVERSITY", which expression shall unless repugnant to the meaning thereof, mean and include its successors and permitted assigns) of the FIRST PART

#### AND

NRI Institute of Technology, Agiripalli having its principal address at Vijayawada-Nunna Road, Near Gopalapuram Bus Stop, Agiripalli Mandal, Vijayawada Rural, Krishna District, Pothavarappadu, Andhra Pradesh 522212, India (hereinafter referred to as "INDIAN UNIVERSITY", which expression shall unless repugnant to the meaning thereof, mean and include its successors and permitted assigns) of the FIRST PART

# AND

Godavari Institute of Engineering and Technology having its principal address at NH-16, Chaitanya Knowledge City, Rajahmundry, Andhra Pradesh 533296, India (hereinafter referred to as "INDIAN UNIVERSITY", which expression shall unless repugnant to the meaning thereof, mean and include its successors and permitted assigns) of the FIRST PART

#### AND

Sri Venkateswara College of Engineering Technology, Chittor having its principal address at SV Nagar, Tirunelveli, Puliyangudi, Tamil Nadu 627855, INDIA. (hereinafter referred to as "INDIAN UNIVERSITY", which expression shall unless repugnant to the meaning thereof, mean and include its successors and permitted assigns) of the FIRST PART

#### AND

Anantha Lakshmi Institute of Technology and Sciences having its principal address at Near S.K. University, Itukalapalli, Anantapur, Andhra Pradesh 532127 (hereinafter referred to as "INDIAN UNIVERSITY", which expression shall unless repugnant to the meaning thereof, mean and include its successors and permitted assigns) of the FIRST PART

#### AND

Aditya Engineering College, Surampalem having its principal address at ADB Road, Aditya Nagar, Surampalem, Andhra Pradesh 533437, India (hereinafter referred to as "INDIAN UNIVERSITY", which expression shall unless repugnant to the meaning thereof, mean and include its successors and permitted assigns) of the FIRST PART

### AND

SRKR Engineering College, Bhimavaram having its principal address at Chinnamiram, Bhimavaram, Andhra Pradesh 534204, India (hereinafter referred to as "INDIAN UNIVERSITY", which expression shall unless repugnant to the meaning thereof, mean and include its successors and permitted assigns) of the FIRST PART

#### AND

GC German Center for Engineering and Management Studies, having its principal address at Kapuzinergraben 38, 52062 Aachen, Germany (hereinafter referred to as "GEMS", which expression shall unless repugnant to the meaning thereof, mean and include its successors and permitted assigns) of the SECOND PART,

#### AND

Steinbeis Innovation gGmbH nReEn | Steinbeis Innovationszentrum für Nachhaltige Ressourcennutzung und Energiebewirtschaftung, (nReEn), having its principal address at Konrad-Adenauer-Strasse 13, 72072 Tuebingen, Germany (hereinafter referred to as "nReEn", which

expression shall unless repugnant to the meaning thereof, mean and include its successors and permitted assigns) of the THIRD PART,

INDIAN UNIVERSITY and GEMS and NREEN are individually referred to as "Party" and collectively as the "Parties".

#### WHEREAS:

- A. INDIAN UNIVERSITY is the local organization in India for the operational management of the centre of excellence for Indo-German research presence
- B. GEMS is supporting international research and management trainings between Germany and India and is coordinating the activities in India between the centres of Excellence
- C. NREEN Institute is managing research activities between German and Indian partners. In cooperation with Steinbeis University industry integrated academic programmes are conducted (MBA, M.Sc., PhD) and management courses (so called certification courses) are implemented.

In pursuance of the afore said, the PARTIES hereto wish to record under this co-operation agreement, the terms of their mutual understanding in order to establish a framework for initiating innovative models of industry based and cutting edge applied research and education in technology management.

NOW THE PARTIES HERETO AGREE AS UNDER:

#### ARTICLE 1: SCOPE OF THE CO-OPERATION AGREEMENT

- 1.1 The objective of this CO-OPERATION AGREEMENT is to establish and develop a bilateral research presence in India named "Centre of Excellence for Innovation and Technology Management for Indo-German Research Presence". The centre of excellence is part of the Indo-German research presence initiative with a number different centres of excellence in India. The research presence intent to be a "catalyst factor" for initiation, strengthening and supporting of partnerships between German and Indian organisation (scientific and industrial) in the form of R&D projects with regards to innovation, business development, technology transfer and industry related study and training programmes. The PARTIES will jointly explore and work towards achieving the objectives and matters described in this co-operation agreement.
- 1.2 The centre of excellence is part of the Indo-German research presence initiative. Under the umbrella of the Indio-German research presence several centres of excellence are located in India. Overall the research presence and has following aims:
  - building up of a network of companies, industry associations, research institutes and universities for applied research,
  - creation of research activities between India and Germany,

- implementing new learning methodologies for distance learning for managing latest technologies,
- increased international reputation for the involved partners,
- conducting an industry integrated master with focus on technology management,
   technology transfer and business development together with Steinbeis University Berlin

#### ARTICLE 2: RESPONSIBILITIES OF THE CO-OPERATION PARTNERS

The PARTIES agree to work together in close relationship for establishing a centre of excellence. Each PARTY is aware that concrete measures are needed to achieve the common goals. Therefore, the PARTIES undertake to assume the following tasks.

- 2.1 The INDIAN UNIVERSITY is partner for operational management in their region. The following tasks are performed as part of the establishment of a centre of excellence for innovation &technology management for Indo-German Research Presence.
  - Providing infrastructure for the research presence:
    - using existing laboratories,
    - having a room with a signboard with logo of the Indo-German research presence,
    - allowing to sharing existing labs of offices,
    - providing sitting place, promoting centre,
    - actively support the preparation of research proposals.
  - Having a contact person with following competences:
    - engineering knowledge with 5 years,
    - knowledge writing proposal (minimum 2 case studies),
    - experience in successful project management,
    - 8 hours per month activity as self-work, e-mail, skype meetings, personal meetings between colleagues in Germany and also in India.

2.2 GEMS is co-ordinating the centres of excellence. The following tasks are performed as part of the establishment of a centre of excellence for innovation &technology management for Indo-German Research Presence.

- Having a contact person for co-ordinating the activities in India
- Providing infrastructure in India
  - having a room with a signboard with logo of the Indo-German research presence,
  - providing sitting place, promoting centre,
- Actively support the preparation of research proposals.
- Organising and monitoring of working meetings India between Indian and German partners
- Implement specific courses or automation, Industry 4.0 and mechatronics in India and Germany

- 2.3 NREEN is connecting German and Indian partner for research projects. The following tasks are performed as part of the establishment of centre of excellence for innovation &technology management for Indo-German Research Presence.
  - Having a contact person for co-ordinating the activities and providing the idea management software "PINN" for sharing ideas and develop research projects and proposals
  - Activating the network to German industry for building up a network together with Indian companies and research centres
  - Development of a business model together with the PARTNERS
  - Organising and monitoring of international working meetings between Indian and German partners
  - Initiating international research projects and support to write proposals
  - Providing infrastructure for the research presence in Germany
  - Implement industry relates management programmes together with Steinbeis University:
    - Conduct distance learning courses based on interactive web-based trainings and/or webinars
    - Conduct management courses and certification courses for professionals
    - To run MBA. M.Sc. programs according to the Steinbeis philosophy of (industry) project integrated studies

# ARTICLE 3: ADVISORY GROUP

- 3.1 An "advisory board" is proposed in order to keep up with the rapidly changing trends in technology and academic requirements and to review the working and progress of the collaboration activities.
- 3.2 The board consists of one member from each centre of excellence, GEMS, NREEN and accomplished academic & industry representatives.
- 3.3 Each PARTY can recommend the names of such representatives.
- 3.4 This board will meet on a Quarterly basis at a mutually agreed location and will also discuss more frequently through email/electronic media as required to address the aspects related to the collaboration. Meeting are also possible with online conferences.

# **ARTICLE 4: COMMERCIAL TERMS**

- 4.1 Each PARTY assures to provide the resources and activities given in Article 2.
- 4.2 There are no further commercials pertaining to this document. Commercials for sessions from faculty or industry research projects will be decided and agreed on case-to-case basis.

#### ARTICLE 5: CONFIDENTIALITY

Confidentiality - It is envisaged that the PARTIES or any members of their respective groups or any of their respective agents may from time to time disclose confidential information relating to its current or proposed business to each other. In consideration of such confidential information being made available to all PARTIES. It is agreed that any disclosure or dealings between the PARTIES will be subject to the terms and conditions of this Agreement. All PARTIES will treat and keep all confidential information confidential and will not, without the disclosing Party's prior written consent, directly or indirectly communicate or disclose (whether in writing or orally or in any other manner) confidential information to any other person other than in accordance with the terms of this AGREEMENT (for the avoidance of doubt, this will also prohibit discussing the same with any Disclosing Party Group employees other than those involved in connection with the Project).

- Nothing in this AGREEMENT will constitute the creation of a partnership, joint venture or agency between the parties.
- Intellectual Property and Trademarks Both the parties will continue with their respective trademarks including that of any improvements or work done at its own cost for this AGREEMENT.

# ARTICLE 6: ANNOUNCEMENT

From the date of signature, all parties, can announce the existence of this AGREEMENT. All the parties can submit the AGREEMENT for any regulatory or Government related purposes.

All parties can announce about the AGREEMENT on its' website

The PARTNERS can mention the others as resource partner on its Masters and Research Programs conducted with the help of Industry Partners.

## ARTICLE 7: TERM AND TERMINATION

This AGREEMENT will come into effect on the date of signature and will remain in force for five years until either of the parties serves a written notice to the other at their addresses mentioned as above by registered post of its intention to terminate the Agreement in which case it will terminate one month after the receipt of such a notification. The AGREEMENT can be renewed on expiry on mutually agreed terms and conditions.

Notwithstanding anything in this AGREEMENT, neither Party shall be liable to the other for any failure to achieve any of the objectives and undertakings herein.

However, commitments made by either party in respect of personnel hired, equipment ordered, for any industry research project under this AGREEMENT would be honored by respective parties.

#### **ARTICLE 8: MODIFICATIONS**

The AGREEMENT may be amended by mutual consent through an exchange of correspondence between the two Parties.

Such amendments come into existence only by a written AGREEMENT duly signed by persons authorized on behalf of each party.

# Signatures

Madanapalle Institute of Technology and Science

r. N Vijay Bhaskar Chowdary, Sectretary

Date: September 17th, 2018

Sir C R Reddy College of Engineering, Eluru

Sri. K Rambabu, Correspondent

Date: September 17th, 2018

GMR Institute of Technology Srikakulam

Dr. J Raja Murugadoss, Vice-Principal

Date: September 17th, 2018

Aditya Institute of Technology and Management, Srikakulam

Prof. V V Nageswara Rao, Director

Date: September 17th, 2018

Annamacharya Institute of Technology and Sciences

Mr. Sri. C Abhishek Reddy, Executive Director

Date: September 17th, 2018

Narasaraopeta Engineering College

M. Chekranan

Mr. Sri. M.Chakravarthi, Vice Chairman

Date: September 17th, 2018

Prakasam Engineering College, Kandukur

Mr. Sri. K Srikanth Chowdary, Director

Date: September 17th, 2018

NRI Institute of Technology, Agiripalli

Mr. Dr. R. Venkata Rao, Chairman

Date: September 17th, 2018

Godavari Institute of Engineering and Technology

Mr. Sri K Sasi Kumar Varma, Executive Director	<i>u</i> •
Date: September 17th, 2018	* × 2)
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Sri Venkateswara College of Engineering Technology	
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Mr. Sri. R V Srinivas, Director	
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Mr. Sri. M Ramesh Naidu, Director	
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GPS) -	
Dr. G P Saradhi Varma, Principal	,
Date: September 17th, 2018	

For GEMS - European Education and Research Council

Mr. Vangapandu Venkatanagaraju, Director

Date: September 17th, 2018

nReEn Steinbeis Innovationszentrum für Nachhaltige Ressourcennutzung und

Energiebewirtschaftung | Steinbeis Innovation gGmbH

Mr. Prof. Bertram Lohmueller, PhD, Director

Date: September 17th, 2018