

# MEMORANDUM OF UNDERSTANDING

BETWEEN



J B Institute of Engineering & Technology, Hyderabad

AND



Global Coach SAP Training Academy - Hyderabad, Telangana

This **Memorandum of Understanding** (“MOU” also called “Agreement”) is made as of the 31<sup>st</sup> of October 2023 between **J.B. Institute of Engineering & Technology, Hyderabad (JBIET)** having campus at Bhaskar Nagar, Moinabad Mandal, R.R. District, Hyderabad, Telangana and **Global Coach SAP Training Academy - Hyderabad** company having office at Plot no 80-81, 1st floor, Above Federal Bank, Beside cafe coffee day, Opp. lane to Karachi bakery, Image garden lane, Madhapur, Hyderabad, Telangana.

## 1. Introduction

### **JBIET - J.B. INSTITUTE OF ENGINEERING & TECHNOLOGY, Hyderabad**

is preferred institutions in Telangana, JBIET continues to strive to impart technical (engineering) and professional education of very high standards.

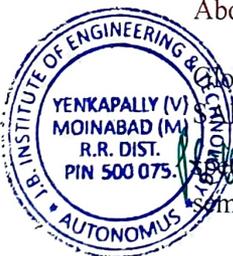
The aim of JBIET is to mould young learners into globally competitive professionals who are professionally deft, intellectually adept and socially responsible.

The expert faculty at JBIET inculcate the best values and principles, ascribing to a modern curriculum; while the students imbibe pragmatic perception and a pro-active nature, which spur them towards exploration and advanced inquiry, resulting in valuable insights.

About Global Coach SAP Training Academy – Hyderabad

Global Coach IT Academy Hyderabad is a global leading company that provides SAP Training in Hyderabad.

Specialized in **Classroom, Online, Corporate and B-School Training**. We conduct seminars, workshops for various corporate companies and colleges across India.



Our trainers hail from various MNC'S who got rich experience in SAP training & Development and who not only teach but can go beyond by taking various real-time scenarios in the class, which makes Global Coach Academy is a unique institute when compared to the rest of the industry.

## 2.0 Recitals

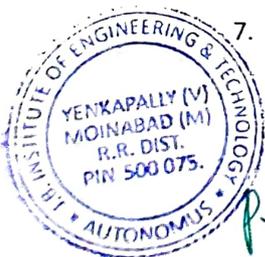
**Global Coach** is interested in engaging with JBIET in areas of mutual interest as framework outlined below but not necessarily restricted to those mentioned in 2.1 to 2.8.

**JBIET** is having faculties with expertise in the area of Electrical, Mechanical, ECE, CSE, IT and other emerging technologies areas, whose services can be availed by MSME Industries in Hyderabad to develop new products/process and software required by the customers and the society. Ministry of MSME, GOI, has approved MSME Incubation Centre at JBIET to conduct various Programs. The Proposed Interaction will also help students of JBIET to have industry interaction, internship and working on Live Projects and for Placements.

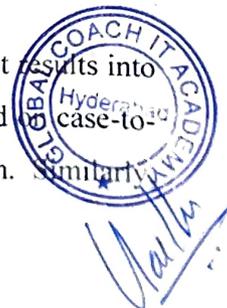
In consideration of the above recitals and the mutual benefits to be derived hereafter, the parties agree to enter into an Agreement as follows:

1. Global Coach proposes to arrange/conduct SAP Internships, SAP Workshops and FDP's for the students of JBIET. The duration of these programs will be discussed mutually and decided for the benefit of students and faculties.
2. Real time Projects, Industry visits, Core job oriented training along with certification will also be arranged by Global Coach as per JBIET's request in specific areas.
3. It proposed to arrange workshops and Industry visit for second Year, Mini project and & Job Oriented training for 3<sup>rd</sup> Year, Major project and internship for 4<sup>th</sup> Year students.
4. Global Coach will also assist in Real time projects and placements for 4<sup>th</sup> Year students of JBIET.
5. There will be no restriction on the contents of the thesis and on publication of results of the thesis, subject to the condition that no Intellectual Property Rights can be secured for any part of the work which will be decided with mutual consent.
6. If the outcome of a project related to any development, process technology and design etc. which involves matter of secrecy and concern with security of the State and the Country, the same will not be allowed for publication/printing in any form such as Electronically/verbal, etc.
7. If the outcome of an Internship or the Thesis work or the combined project results into an intellectual property, for which rights can be secured, it will be decided on a case-to-case basis depending upon the contribution from both the Institution.

sharing



*P. Chellappa*



of expenditure in securing such rights and income accrued through royalty etc. will be decided on case- to-case basis after mutual consultation and agreement.

8. Presently we are offering **job oriented programs** especially for CORE engineer's i.e.

1. Electrical
2. Mechanical
3. Civil
4. Embedded
5. Electric Vehicle
6. Full Stack

#### **ARTICLE – I: Scope of the MoU**

This MoU details the modalities and general conditions regarding collaboration between **JB IET** and **Global Coach** for enhancing, within the country, the availability of highly qualified skilled manpower. The area of interaction will also include training and internship of JB IET students to work on live projects and job-oriented training and Placements etc. as covered in No. 2. The areas of cooperation can be further extended through mutual consent.

#### **ARTICLE – II: Scope and Terms of Interactions**

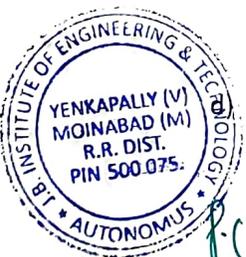
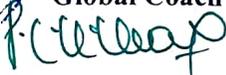
Both **JB IET** and **Global Coach** shall encourage interactions between the Institutes, Students & Staff and Engineers, of both the organizations through the following arrangements:

#### **ARTICLE-IV: Effective Date and duration of the MoU.**

- a) This MoU will be effective from the date of its approval by competent authorities at both ends.
- b) The duration of the MoU will be for a period of 3 years from the effective date which may be extended after mutual understanding. However, if any Important combined projects are under execution, both parties agree to complete the work even the MoU is not effective after two years.
- c) During its tenancy, the MoU may be extended or terminated by a prior notice of not less than one month by either party. However, termination of the MoU will not in any manner affect the interests of the students & faculty who have been admitted to pursue a Training/Project under the MoU.

Any clause or article of the MoU may be modified or amended by mutual agreement of

**Global Coach and JB IET.**



## ARTICLE - V: IPR

Rights regarding publications, patents, royalty, ownership of software/design/product developed etc. under the scope of this MoU, will be decided by **JBLET** and Global Coach based on Mutual agreement.

## ARTICLE – VI: Confidentiality

During the tenure of the MoU both JBLET and Global Coach will maintain strict confidentiality and prevent disclosure of all the information and data exchanged under the scope of this MoU for any purpose other than in accordance with this MoU.

Both JBLET and Global Coach shall bind their respective personnel who come into possession or knowledge of any confidential information not to disclose the same to third parties without written approval of the disclosing party or use such confidential information for any use other than intended under this agreement or PROJECTS. Further both JBLET and Global Coach should put in place adequate and reasonable measures to keep and store confidential information secure so as to prevent any unauthorized use.

CONFIDENTIAL INFORMATION shall mean any proprietary information, data or facts belonging to PARTIES collectively or severally, disclosed by the disclosing party under this agreement or any subsequent agreement, whether in writing, verbal or electronically, irrespective of the medium in which such information is stored, which is marked confidential or with any other words having similar meaning by the disclosing party, or specifically agreed to be kept confidential by the parties, or declared or identified so by the disclosing party before such disclosure or during the discussions. However confidential information should not include any data or information which:

1. is or becomes publicly available through no fault of the receiving party,
2. is already in the rightful possession of the receiving party prior to its receipt of such data or information,



3. is independently developed by the receiving party without reference to the confidential information of the disclosing party
4. is rightfully obtained by the receiving party from a third party or is in the public domain.
5. is disclosed with the written consent of the party whose information it is, or
6. is disclosed pursuant to court order or other legal compulsion, after providing prior notice to the disclosing party.

#### **ARTICLE – VII: AMENDMENTS**

Any amendment and/or addenda to the AGREEMENT should be in writing and signed by the PARTIES hereto and shall only after such execution be deemed to form part of the AGREEMENT and have the effect of modifying the AGREEMENT to the extent required by such amendment or addenda.

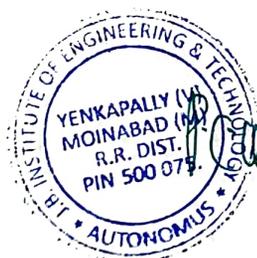
#### **ARTICLE – VIII: Compensation, Force Measure, Approval and Dispute Settlement**

##### **a) Compensation**

Neither Party shall be liable to the other for any incidental, indirect, special or consequential damages, including but not limited, to loss of profits, loss of use, loss of revenues or damages to business or reputation arising out of or in connection with this Agreement or any aspect thereof. Neither Party shall be liable to the other by reason of the termination or expiry of this Agreement for compensation or damages on account of the loss of prospective business or on account of expenditures in expectation thereof.

##### **b) Force Majeure**

Any delay or failure in performance by the party to this Agreement, shall not constitute default hereunder to give rise to any claims for damages against said party, if any, to the extent caused by matters beyond the control of said party including but not limited to acts of Nature, Strikes, Lock outs or other concerted acts of workmen, fires, floods, explosions, blockages, embargoes, riots, war (declared or undeclared), rebellion, sabotage, extraordinary severe weather, pandemic situation, civil commotion and criminal acts of



third persons. If the project under execution is delayed by such force majeure, then upon the happening of such delay, the parties within 30 days of the happening of such event, shall give notice in writing, requesting for extension of time indicating the period for which extension is desired. Efforts will be made by both parties to give fair and reasonable extension of time for the projects at their discretion but no monetary allowances shall be made unless it is mutually agreed.

**c) Approval of the MoU**

This Agreement may be signed by authorized officials, whether by original signature or by scanned signature due to the current situation (provided the pdf documents accompanied with official email), signature/approval over official email, with the same effect as if the signature to any counterpart was an original signature upon the same instrument.

**d) Dispute and Settlement**

- i) In case of any dispute (s), steps shall be taken by the parties to the MOU to settle the same through amicable negotiations. In case, dispute is not settled in negotiations, it shall be referred to Conciliator appointed by the designated official as per the bye law of JBIET(A), Hyderabad to arrive at a settlement.

In case dispute is not settled in conciliation proceedings, the same shall be referred to Arbitration for resolution of the dispute under Arbitration and conciliation Act 1996.

The arbitration proceeding shall be conducted as per provisions of the Arbitration and Conciliation Act, 1996. The dispute shall be referred for arbitration to sole arbitrator to be appointed by the designated official (s) as per the bye law of JBIET– Hyderabad. The award of the sole arbitrator shall be final and binding on both the parties. The venue of the Arbitration shall be at Hyderabad in India. The Award to be given by the Arbitration shall be a speaking award. ii) Applicable Laws and Jurisdiction of Courts

Indian laws both substantive and procedural, for the time being in force, including modifications thereto, shall govern the MOU including the arbitral proceedings. The competent Courts at Hyderabad in the State of Telangana - India shall have sole



jurisdiction. All questions, disputes, differences arising under, out of or in connection with this MOU shall be to the exclusive jurisdiction of Hyderabad courts in the State of Telangana.

For  
**Global Coach SAP Academy**  
Hyderabad



By  
Name: **Nadeemuddin Mohammed**  
CEO - Founder – Global Coach SAP Training  
Academy Hyderabad

Witness:

*(Handwritten signature)*  
*(Handwritten signature)*  
A circular blue ink stamp with the text "GLOBAL COACH IT ACADEMY" around the top edge and "Hyderabad" in the center. A small star is at the bottom.

For  
**J.B. Institute of Engineering & Technology**  
Hyderabad

*(Handwritten signature)*  
By  
Name: **Dr. P C Krishnamachary**  
Principal,  
J B Institute of Engineering & Technology,  
Hyderabad, Telangana

Witness:

*(Handwritten signature)*  
Dr. Himanshu Sharma

