

Memorandum of Understanding

between

G.Pullaiah College of Engineering and Technology (GPCET)

and

WIPRO ENTERPRISES (P) LIMITED

This Memorandum of Understanding is made on the **10th day of November 2020**
("Effective Date")

BETWEEN

G.Pullaiah College of Engineering and Technology (GPCET), Pasupula Village, Nandikotkur Rd, near Venkayapalle, Kurnool, Andhra Pradesh 518002 (hereinafter referred to as **"Institute"**)

AND

Wipro Enterprises (P) Limited (through Wipro 3D division), a company incorporated under the provisions of the Indian Companies Act 1956, having its business office at No.88, 5th floor, SB Towers, M G Road, Bangalore 560001 (hereinafter referred to as **"Industry Partner"**)

(collectively "Parties")

whereas this Memorandum of Understanding (hereinafter called "MOU" sets out the understanding of the Parties' intention to collaborate with each other.

Background:

1. The "Institute" has obtained Autonomous status from the year 2018 besides being accredited by NAAC of UGC and NBA of AICTE, New Delhi. GPCET is approved by AICTE, New Delhi and has also been granted permanent affiliation under Jawaharlal Nehru Technological University Ananthapur. Also it is an ISO 9001-2015 certified Institution besides recognized by UGC under 2(f) and 12(B). The "Institute" was established in the year 2007 and works with the Motto "Pioneering Innovative Education"
2. The "Industry Partner" is a strategic initiative of Wipro in advanced manufacturing with credentials of fulfilling several strategic missions and engineering projects of the government and industries at both national and international levels. The "Industry Partner" is involved in several projects connected with Metal AM with emphasis on Laser Powder-Bed Fusion, Electron Beam Powder-Bed Fusion, Process Simulation, DfAM, Material Development, Testing, Validation, Characterization and Certification of metal AM parts.

3. The "Industry Partner" has developed inhouse expertise in IOT through its business unit Wipro Automation, and has collaborated with various partners with advanced IOT knowhow.
4. The Parties broadly follow the principles of innovative design and manufacturing practices for fulfilling the identified needs of their respective stakeholders with unyielding commitment to ethics and professional integrity.
5. The Parties have identified an opportunity to collaborate in respect of Digital manufacturing covering AM and IOT technologies to their mutual benefit whereby the Parties in accordance with the terms and conditions of this Agreement.

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

1.0 Scope of the Agreement

1.1. Design and Development of curriculum framework

"Industry Partner" & "Institute" shall collaborate to develop curriculum framework with focus on Digital manufacturing and Industrial Internet of things.

The primary idea of the programs is to develop of qualified human resources and research personnel with industry-aligned competencies in areas of design and advanced manufacturing.

1.2. Program Delivery

"Industry Partner" shall execute the curriculum framework developed through online delivery of programs through online methods

1.3. Establishment of Centre

"Industry Partner" shall establish a "Wipro 3D-GPCET-Centre for Advancement of Digital Manufacturing and Industrial IOT". The scope of work for set up of centre shall be as mutually agreed.

1.4. Assessment and Certification

"Institute" and "Industry Partner" shall provide a course completion certification to the participants of the course after its due completion.

2.0 Obligations

- 2.1. Neither party shall use the name or trademark of the other party for advertising purposes. However, "Institute" and "Industry Partner" have the right to publish the existence of this Agreement in its normal listing of activities.

- 2.2. The representatives of the parties can meet as necessary to evaluate new opportunities and progress in the implementation of projects.

3.0 Duration of Agreement and Termination

- 3.1 This Agreement shall commence on the receipt of advance against Purchase order from the "Institute" to the "Industry Partner". The project shall begin as per the schedule agreed upon in the proposals.
- 3.2 Each party reserves the right to cancel all or any part of this Agreement, without liability to the other party, if such other party repudiates or commits a material breach to any of the terms of this Agreement, or fails to make progress so as to endanger timely and proper completion of its services or provision of Deliverables required by it in the project, and does not correct such repudiation failure or breach within 30 days (or such shorter period of time if commercially reasonable under the circumstances) after receipt of written notice from the non-breaching party specifying such repudiation, failure or breach.
- 3.3 This Agreement is effective for 1 years, unless terminated or renewed earlier in accordance with one of the following alternatives:
- 3.4 "Industry Partner" may terminate all or any part of this Agreement at any time and for any reason by giving written notice to Institute, such termination to be effective thirty (30) days after the date of such notice.
- 3.5 "Institute" may terminate all or any part of this Agreement at any time and for any reason by giving written notice to "Industry Partner", such termination to be effective thirty (30) days after the date of such notice.
- 3.6 This agreement can be renewed for a further period on mutual consent by the parties to this agreement.

4.0 Assignment

Neither party shall assign any part of his obligations under this MOU to any third party without the written permission of the other

5.0 Entire Agreement

- 6.1. This Agreement constitutes the entire agreement of the parties with respect to the subject matter. This Agreement may not be changed except in writing and when signed by both the parties.
- 6.2. Any change in the scope of work covered by this Agreement shall be discussed and agreed upon mutually in writing.

6.0 Limitation of Liability

In no event shall either Party be liable for, and either Party hereby waives the right to claim, any indirect, punitive, special, incidental, or consequential damages

(including lost profits) directly or indirectly relating to or arising out of the breach of this Agreement, regardless of the form of action, whether in contract, tort, strict liability, or otherwise, and whether or not such damages were foreseen or unforeseen, even if either Party has been advised of the possibility thereof. Neither Party limits its liability (if any) to the other for: personal injury or death resulting from negligence; fraud; or any matter for which it would be illegal to exclude or attempt to exclude its liability.

7.0 Governing Law

This MOU shall be governed by applicable law(s) in India. Any dispute between the Parties, arising out of or in connection with this MOU or breach hereof, shall be resolved amicably between the authorized representatives of the Parties within a period of 30 (thirty) days, failing which such dispute shall be referred to sole arbitrator mutually nominated by both Parties. The venue of arbitration shall be Chennai, India, and the arbitration proceedings shall be conducted in English language. The cost of Arbitration proceedings shall be borne equally by the parties.

8.0 Confidentiality

All information including any base and forward intellectual property shall be maintained by the parties in strict confidence and shall not be disclosed to any third party without the prior express written permission from the disclosing party. However, the recipient of the confidential information may disclose, strictly on a need to know basis, Proprietary Information to its personnel who actually engaged in the transaction contemplated herein who are in the process of accessing the confidential information of the disclosing part provided that such personnel are also bound by similar obligations of confidentiality to those contained herein. The confidentiality obligations herein contained shall continue to hold good during the tenure of the MoU, howsoever occasioned. The parties herein agree to execute a separate Non-Disclosure Agreement in connection with the exchange of confidential/proprietary information shared under this MoU.

9.0 Amendment

This MOU may be modified or amended if the amendment is mutually agreed and made in writing and is signed by authorized representatives of the Parties.

10.0 Severability and waiver

If any of the provisions of this MOU shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If any provision of this MOU is or becomes invalid or unenforceable, but where by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited. The failure of

either Party to insist, in any one or more instances, upon the performance of any of the terms, covenants or conditions of the MOU or to exercise any right hereunder, shall not be construed as a waiver of the future performance of any such term, covenant or condition or the future exercise of such right.

WIPRO 3D

By: Dr. U. Chandrasekhar
Name: Dr. U. Chandrasekhar
Title: Program Director Addmize
Wipro 3D



G.Pullaiah College of Engineering and Technology

G.V.M. Mohan Kumar
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CHAIRMAN
By: G. Pullaiah College of Engg. & Tech
KURNOOL - 518 452
Name: G V M Mohan Kumar
Title: Chairman