



RGM COLLEGE OF ENGINEERING AND TECHNOLOGY (AUTONOMOUS)

NANDYAL-518501, KURNOOL (Dt.), A.P., INDIA

Phone : 08514 - 275201, 275203, 275204. Fax : 08514 - 275123, 275526

Web: www.rgmcet.edu.in | E-mail: principal.9@jntua.ac.in | E-mail: principal@rgmcet.edu.in

CONSULTING AGREEMENT

THIS AGREEMENT made at RGM CET, Nandyal on this the 25th day of July, 2018

BETWEEN:

Sannidhi Systems,

H No No 26-14-23, Annapurna Devi Street, Gandhi Nagar,
Vijayawada, Andhra Pradesh 520003.

Represented by its Managing Director/Proprietor Mr.S.Sreenivasa Kumar

(Hereinafter referred to as the "**Company**" which term and expression shall unless repugnant to the context or meaning thereof includes its successors-in-interest and assigns) of the **ONEPART**.

AND

Rajeev Gandhi Memorial College of Engineering and Technology (RGM CET),

Nerawada 'X' Roads, NH18,

NANDYAL, Kurnool Dist., A. P. 518501.

Represented by its Principal Dr. Jayachandra Prasad Talari.

(Hereinafter referred to as the "**College**" which term and expression shall unless repugnant to the context or meaning thereof includes its successors-in-interest and assigns) of the **OTHER PART**;

WHEREAS :

- The Company is a commercial entity carries out product development, supply service of electronic and automatic systems and presently the Company is working on embedded systems and IoT with renewable source [the 'Project'];
- The Company is desirous of obtaining the expert consultancy and assistance to design and develop of islanding detection algorithm and integrating to the grid for various load conditions, in relation to the above project undertaken by the Company;
- The College has represented to the Company that it has the requisite expertise and considerable experience in the field of Power electronics and control areas to extend the necessary expert consultancy and support to the Company for the above purpose;



Beedy

Head of Department
Electrical & Electronics Engineering
RGM College of Engineering & Tech.
Nandyal-518 501, Kurnool (Dist) A.P.

J. T.
Dr. T. JAYACHANDRA PRASAD

M.E., Ph.D., P.T.E., M.Tech., M.B.A., M.C.A and Ph.D.

PRINCIPAL

RGM College of Engg. & Tech.,
(Autonomous)

NANDYAL-518 501, Kurnool (Dt.) A.P.

- D. The College has agreed to extend expert consultancy and support to the Company and the Company has accepted to receive the same for the purposes of design and development of islanding detection for the integration of grid, in relation to the above project undertaken by the Company.

NOW THESE PRESENTS WITNESSETH AND THE PARTIES HERETO AGREE AS FOLLOWS:

1. RESEARCH ASSISTANCE & SUPPORT

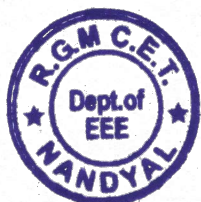
The College agrees to extend its expertise & experience and thereby provide research assistance and support to the Company for the purposes of Design, Development, Procurement of instruments required for *Design of digital controlled islanding detection circuit for grid integration of renewable energy sources under various loading conditions*. The College hereby designates Dr. **D.Lenine, Professor**, Department of Electrical & Electronics Engineering as the chief consultant and he shall be responsible for organising and providing the research assistance on behalf of the College to the Company. The Company shall pay to the collegian honorarium of Rupees **Eighty Five Thousands [Rs. 85,000/-]** for the project duration for the project assistance and support extended by the College to it. The said honorarium shall be payable within 15 days from the date of receipt of claim from the College.

2. DURATION

This Agreement shall be effective immediately on execution of this Agreement by both the parties and shall continue to be in force for a period of one [1] year from the date of execution of this agreement or terminated by either or both the parties in accordance with the terms of this Agreement, whichever is earlier. The parties may renew the Agreement at the end of the duration as may be mutually agreed upon. Either party may terminate this Agreement without assigning any reason with one month's prior written notice to the other party.

3. PROJECT EXPENDITURE

The Company shall be responsible to incur and pay for all the direct and indirect expenditure in connection with the research project undertaken by it including that of the cost of equipments, consumables, travel, etc. to meet the overhead costs incurred in production of the instruments and/or the costs otherwise related to this work. However, the College undertakes to assist the Company in procurement and / or development of any equipment which may be necessary for the project and such procurement and / or development shall be out of the funds of the Company only. The equipment procured and / developed by the College out of the funds of the Company shall always belong to the Company.



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[Signature]
Dr. T. JAYACHANDRA PRASAD
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PRINCIPAL
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4. INTELLECTUAL PROPERTY RIGHTS IN RESEARCH

The College acknowledges and agrees that rights in all intellectual property in any process or product resulting from the project though out of assistance and support rendered by it to the Company including, but not limited to, patent, copyright and trademark rights shall belong to the Company and the College shall have no claim to any such rights.

5. CONFIDENTIALITY

The College shall not (i) disclose to any third party any details / information relating to the research activities carried on by the Company including the design of instruments developed by the College[the 'Confidential Information'], (ii) make copies of any Confidential Information or any content based on the concepts contained within the Confidential Information for personal use or for distribution unless requested to do so by the Company, or (iii) use Confidential Information other than solely for the benefit of the Company.

6. DISPUTE RESOLUTION

6.1. The parties shall make endeavours to settle by mutual conciliation any claim, dispute, or controversy ("Dispute") arising out of, or in relation to, this Agreement, including any Dispute with respect to the existence or validity hereof, the interpretation hereof, the activities performed hereunder, or the breach hereof. Any Dispute which cannot be resolved through such conciliation within fifteen (15) days or such extended period as the Transferee and the Transferor may agree, shall be finally settled in accordance with provisions of the Arbitration and Conciliation Act, 1996 and any statutory modification or re-enactment thereof.

6.2. Such arbitration proceedings shall be conducted in Vijayawada, or in such other city as the Parties may mutually agree upon. The arbitration proceedings shall be conducted in the English language.

6.3. The arbitrators shall have powers to award and/or enforce specific performance.

7. MISCELLANEOUS

7.1. This Agreement is not assignable by the College. The Company may assign this Agreement, in whole or in part, in favour of its Affiliate(s), provided that the Company shall continue to be liable to perform its obligations under this Agreement in the event of non-performance of any obligations by such affiliate(s). In the event that the Company assigns this Agreement to its affiliate(s), all the provisions of this Agreement for the benefit of the Company shall inure to the benefit of and may be exercised by or on behalf of such affiliate(s).



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Dr. T. Jayachandra Prasad
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- 7.2. Each Party shall bear and pay its respective costs and expenses including professional fees and costs of its respective advisors and counsel.
- 7.3. Each of the provisions contained in this Agreement shall be severable, and the unenforceability of one shall not affect the enforceability of any others or of the remainder of this Agreement.
- 7.4. This Agreement contains the entire agreement of the Parties hereto with respect to the transactions envisaged in this Agreement, superseding all negotiations, prior discussions, preliminary agreements, memoranda or heads of agreements made prior to the date hereof.
- 7.5. This Agreement may not be amended or modified except by an instrument in writing signed by or on behalf of the Transferor and the Transferee.
- 7.6. This Agreement is solely for the benefit of the parties and no provision of this Agreement shall be deemed to confer upon third parties any remedy, claim, liability, reimbursement, claim of action or other right in excess of those existing without reference to this Agreement.
- 7.7. The parties hereto agree that irreparable damage would occur in the event that any provision of this Agreement is not performed in accordance with the terms hereof and that the parties shall be entitled to seek and enforce specific performance of this Agreement, in addition to any other legal rights and remedies, without the necessity of demonstrating the inadequacy of monetary damages.
- 7.8. This Agreement is entered into in a spirit of goodwill and the parties covenant with each other that each party will render at all times all reasonable assistance in its power to facilitate successful implementation of this Agreement and/or provide any information or document in its possession, which the other Party may reasonably require for the purpose of this Agreement.
- 7.9. The College shall, at the request of the Transferee, execute and deliver to the Company all such further instruments, deeds, assignments, assurances and other documents and shall do and perform such further acts and deeds as the Company may reasonably request in connection with the transfer of ownership of equipments procured and / or developed by the college out of the funds of the Company either on completion of the research or termination of this Agreement.



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[Signature]
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NANDYAL-518 501, Kurnool (Dt), A.P.

The two parties hereto have caused this Agreement to be executed by their respective duly authorized officers as of the date first above written.

Company

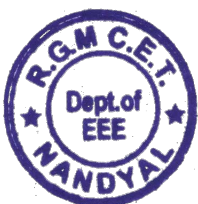
For SANNIDHI SYSTEMS

S. Srinivas Kumar
PROPRIETOR

College

Dr. T. Jayachandra Prasad
Principal.

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REMIT TO: Dr. D.Lenine
Consultant Rajeev Gandhi Memorial College of Engg. &
Name: Tech.,
Nandyal - 518501, Kurnool (Dt).
Andhra Pradesh

INVOICE

INVOICE #: RGM-SAN/01/18

DATE: 16/11/2018

BILL TO: Sannidhi Systems
H No No 26-14-23,Annapurna Devi Street,
Gandhi Nagar,
Vijayawada, Andhra Pradesh 520003.

DATE(S) OF SERVICE	DESCRIPTION	AMOUNT (Rs)
01/08/ 2018 to 14/11/ 2018	Honorarium for Dr. D.Lenine, Professor, Dept. of EEE for services towards Design of digital controlled islanding detection circuit for grid integration of renewable energy sources under various loading conditions. and above which essentially used in Industries agreement dated 25 th July 2018.	85,000.00
TOTAL DUE		85,000.00

I certify that services have been provided/completed as described above.

I approve payment of this invoice:



Becky
Head of Department
Electrical & Electronics Engineering
RGM College of Engineering & Tech.
Nandyal-518 301,Kurnool(Dist) A.P

[Signature]
Signature of College Head
Dr. T. JAYACHANDRA PRASAD
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Signature of Consultant



Sannidhi Systems
Embedding the Future...

H No No 26-14-23, Annapurna Devi Street, Gandhi Nagar,
Vijayawada, Andhra Pradesh 520003.

Date: 20/11/2018

To
The Principal
Rajeev Gandhi Memorial College of Engg. & Tech.,
Nandyal – 518501,
Kurnool (Dt),
Andhra Pradesh.

Respected Sir,

Sub: Payment towards consultancy services to Dr. D.Lenine – Reg.

REF: YOUR INVOICE: RGM-SAN/01/18

DATE: 16/11/2018

We would like to acknowledge and thank for the successful consultancy services provided for development of Design of digital controlled islanding detection circuit for grid integration of renewable energy sources under various loading conditions. and above which essentially used in Industries agreement dated 25th July 2018.

The honorarium of Rs 85,000/- (Rupees Seventy Five Thousands) to Dr. D.Lenine, Dept. of EEE for the services is being made through Cheque, the details are

Cheque No: 838215

Bank: Canara Bank, Gandhi Nagar, Vijayawada

Date: 20/11/2018

We look forward for future association with RGM CET, Nandyal.

Kindly Acknowledge the Receipt.



Head of Department
Electrical & Electronics Engineering
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For SANNIDHI SYSTEMS
DR. Y. JAYACHANDRA PRASAD
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केनरा बैंक Canara Bank

गोपीनगर, विजयवाड़ा - 520003
Gandhinagar, Vijayawada - 520003
2016 MSHDH IFSC: CNRB0000891

Valid for three months only from the date of instrument

यु.बी. SB 20112018
D D M M Y Y Y Y

Pay D. Lenine.

या धारक को Or Bearer

Rupees रुपये Eighty Five thousands only

अदा करें

₹ 85,000/-

खा. सं. 0891101024341
A/c. No.

"Payable at par at all our Branches in India"

S. Srinivas Kumar

Please sign above

⑈838215⑈ 5200150031⑈

31



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