

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 RGMCET, Nandyal on this the 25th day of June, 2019

BETWEEN:

R G M International School,

NH-18, Opp. To Santhi Ram Medical College,

Nandyal-518502 Represented by its Principal, R G M International School (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 (RGMCET),

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 :

- A. The Company is educational entity carries out the educational activities with residential facility. *[the 'Project']*;
- B. The Company is desirous of obtaining the expert consultancy and assistance to develop the electrical installations related to lighting, fan, Air conditioners and Digital class rooms with LCD projectors, in relation to the above project undertaken by the Company;
- C. The College has represented to the Company that it has the requisite expertise and considerable experience in the electrical installations to extend the necessary expert consultancy and support to the Company for the above purpose;



of Department

Head



Electrical & Electronics Engineering ORLD BANK FUNDED INSTITUTION PRINCIPAL RGM College of Engineering & Techch., M.Tech., M.B.A., M.C.A and Ph.R. Grigroot lege of Engg. & Tech., Nandyal-518 501, Kurnool (Dist) A.C.TE, New Delhi; Affiliated to JNTUA, Ananthap (Autonomous) Accredited by NBA of AICTE (B.Tech. in Civil, EEE, ECE & Mech. Engg)., Accredited by NAAC of JGC with A^{TD}, Grade UGCDept:rof EEE, RGMCETye WApplication No:e573-26/05/2021 MENS-TSDI (Technical Skill Development Institute Becompized UIGC Dept:rof EEE, RGMCETye WApplication No:e573-26/05/2021 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 installing of equipment's for efficient working conditions with all safety precautions in relation to the above project undertaken by the Company.

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

1. TECHNICAL 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 Electrical Installations Digital class room setup. The College hereby designates the HOD of Electrical & Electronics Engineering (Dr.V.Naga Bhaskar Reddy) as the chief consultant and he shall be responsible for organising and providing the assistance on behalf of the College to the Institute RGMIS. The Company shall pay to the Collegean honorarium of Rupees One Lakh Ninety Five Thousands [Rs. 1,95,000/-] 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.



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

Dr. T. JAYACHANDRA PRASAD M.E.Ph.D. FREETE MARFEN, MISTE.MIEEE CIPAL R G M College of Engg. & Tech., Autonomous) NANDYAL-518 501, Kurnool (Dt), A.P.

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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).



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

Dr. T. JAYAC AFEN.MISTE.MIEEE R G M College of Engg. & Tech., utonomous) NANDYAL-518 501, Kurnool (Dt), A.P.

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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.



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

Dr. T. JAY EN.MISTE.MIEEE R G M College of Engg. & Tech., utonomous) NANDYAL 518 501, Kurnool (Dt), A.P.

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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



PRINCIPAL-RGMIS

PRINC SCHON

R GM INTERNAFIONAL SCHOOL NANDYAL -513501, Kurnool (Dist) A P

College

Dr. T. Jayachandra Prasad Dr. T. JAYACHANDRA PRASAD M.E,Ph.D.,FIE,FIETE,MNAFEN,MISTE,MIEEE PRINCIPAL R G M College of Engg. & Tech., (Autonomous) NANDYAL-518 501, Kurnool (Dt), A.P.

Principal

Dept.

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

Dr. T. JAYACHANDRA PRASAD M.E,Ph.D.,FIE,FIETE,MNAFEN,MISTE,MIEEE PRINCIPAL R G M College of Engg. & Tech., (Autonomous) NANDYAL-518501,5K0mgol (Dt), A.P.

Name: Tech., Nandyal – 518501, Kurnool (Dt).	
Nandyal – 518501, Kurnool (Dt).	
Andhra Pradesh	
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INVOICE #: RGM-RGMIS/01/19 DATE: 26/12/2019

BILL TO:	R G M International School,
	NH-18,Opp. To Santhi Ram Medical College,
	Nandyal-518502

DATE(S) OF SERVICE	DESCRIPTION	AMOUNT (Rs)
01/07/ 2019 to 04/12/ 2019	Honororium for HOD of EEE for services Electrical Installations Digital class room setup and above which essentially used in class rooms agreement dated 25 th June 2019.	1,95,000.00
	TOTAL DUE	1,95,000.00

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

Dr. T. JAYACHANDRĂ PRASAD M.E.Ph.D., FIE, FIETE, MNAFEN, MISTE, MIEEE PRINCIPAL R G M College of Engg. & Tech., (Autonomous) NANDYAL-518501, Kurnool (Dt), A.P. Dr. TRLAVAGHAMDRAOPRASAD M.E.PIND FIELFIETE MAAFEN, MISTE, MIEEE PRINCIPAL R G M College of Engg. & Tech., (Autonomous) Signatured Pronstituten, Kurnool (Dt), A.P.

Signature of College Head

I approve payment of this invoice:



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

Dept. of EEE, RGMCET Application No. 5573-26/05/2021



Date: 30/12/2020

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

Respected Sir,

Sub: Payment towards consultancy services to HOD of EEE – Reg. REF: YOUR INVOICE: INVOICE #: RGM-RGMIS/01/19 DATE: 26/12/2019

We would like to acknowledge and thank for the successful consultancy services provided for **Development of Electrical Installations and Digital class room setup**.

The honorarium of Rs 1,95,000/- (Rupees Seventy Five Thousands) to Dr. V.Naga Bhaskar Reddy (HOD of EEE), Dept. of EEE for the services is being made through Cheque, the details are

Cheque No: 016301 Bank: Bank of India, Santhiram Medical College Branch Date: 30/12/2019

We look forward for future association with RGMCET, Nandyal. Kindly Acknowledge the Receipt.



R.G.M. INTERNATIONAL -51850 NANDYAL NDRA PRASAD FIE.FIETE.MNAFEN.MISTE.MIEEE PRINCIPAL R G M College of Engg. & Tech., (Autonomous) NANDYAL-518 501, Kurnool (Dt), A.P.



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हमारी सभी शाखाओं पर समाशोधन में देय PAYABLE AT ALL OUR BRANCHES IN CLEARING	RGMINTERNATIONAL SCHOOL Please sign above
Andhra Pradesh. Mead of Department Electrical & Electronics Engineering RGM College of Engineering & Tech. Nandyal-518 501,Kurnool(Dist) A.P	Dr. T. JAYACHANDRA PRASAD M.E.Ph.D., FIE, FIETE, MNAFEN, MISTE, MIEEE PRINCIPAL R G M College of Engg. & Tech., (Autonomous) NANDYAL-518 501, Kurnool (Dt), A.P.



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