



सत्यमेव जयते

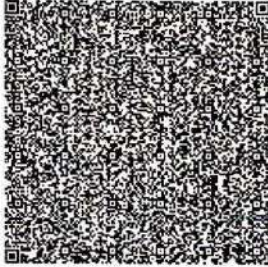
INDIA NON JUDICIAL
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Certificate No. : IN-KA17648685515557P
Certificate Issued Date : 13-Apr-2017 02:49 PM
Account Reference : NONACC (FI)/ kacrsfl08/ MAHALAKSHMI/ KA-BA
Unique Doc. Reference : SUBIN-KAKACRSFL0883890955426441P
Purchased by : UTL TECHNOLOGIES LIMITED
Description of Document : Article 12 Bond
Description : MOU
Consideration Price (Rs.) : 0
(Zero)
First Party : UTL TECHNOLOGIES LIMITED
Second Party : SRK INSTITUTE OF TECHNOLOGY
Stamp Duty Paid By : UTL TECHNOLOGIES LIMITED
Stamp Duty Amount(Rs.) : 100
(One Hundred only)

For AISHWARYA MAHILA MULTI-PURPOSE
CO-OPERATIVE SOCIETY LTD.

B. T. S.
Authorised Signatory



-----Please write or type below this line-----

Memorandum of Understanding

This **Memorandum of Understanding** (hereinafter called as the MoU) is entered into this day the Fifteenth April Two Thousand Seventeen (15 - 04 - 2017) at Bangalore by and between

Statutory Alert:

1. The authenticity of this Stamp Certificate should be verified at "www.shcilestamp.com". Any discrepancy in the details on this Certificate and as available on the website renders it invalid.
2. The onus of checking the legitimacy is on the users of the certificate.
3. In case of any discrepancy please inform the Competent Authority.

UTL Technologies Limited, a UTL Group Company, incorporated under the laws of India and having its office at No.19/6, Ashokpuram School Road, Industrial Suburb, Yeshwanthpur, Bangalore – 560 022 and represented herein by its CEO, **Mr. J Srinivasa Raju**, (hereinafter referred to as "**First Party**")

AND

SRK INSTITUTE OF TECHNOLOGY, sponsored by **SRK Foundation** a non-profit organization registered under **EDUCATIONAL SOCIETY** under the **ACT of 2001 (Reg. No.: 276 dated 15/02/2007)** and having its registered office at 3-44 ENIKEPADU, VIJAYAWADA – 521108, ANDHRA PRADESH INDIA and represented herein by its CORRESPONDENT, **B. SRIKRISHNA** (hereafter referred to as "**Second Party**")

(**First Party** and **Second Party** are hereinafter jointly referred to as 'Parties' and individually as 'Party')

WHEREAS:

- a. First Party has been engaged in Education, Training, Research, and Skill Development Activities
- b. The First Party has undertaken a project to establish Model Skill Training Centers in association with Nation Skill Development Corporation for providing vocational / employable skills training to youth from various sections of society, for obtaining jobs in the industrial / service sector.
- c. The First Party with the objective of establishing a network of training centers in the arena of skill development to attain the sustainable development, by offering Training Programs in association with the Govt. / Industry through a number of training centers by leveraging existing infrastructure/ facilities and by partnering with Institutions / Agencies that have suitable infrastructure for conducting such Training Programme.
- d. The Second Party is interested to partner with the First Party in the initiative of Skill Development Programme by way of providing Infrastructure and other Facilitating Support, and has confirmed its acceptance to enter into this Agreement with the First Party
- e. The Second Party understands that the training will be provided to various categories of unemployed youth of the country and it has no objection to permit them/ allowing them to attend the Skill Development Programme.
- f. The Parties desire to structure a relationship and enter into this Agreement so as to offer various Skill Development Training Programs, for which both the Parties shall deploy their core competencies.

NOW THEREFORE IT IS HEREBY AGREED *BETWEEN THE PARTIES AS FOLLOWS:*

CLAUSE 1

DEFINITIONS AND INTERPRETATION

1.1 In this Agreement, in addition to the words and expressions above, unless there is something in the subject or context inconsistent therewith, the following expressions shall have the following meanings.

- a. **Agreement** means this Agreement together with any amendments or modifications hereto attached provided that such amendments and modifications have been executed in accordance with the procedures specified in this Agreement
- b. **Applicable Law** means the various statutes, delegated legislation (rules, regulations, orders, bye-laws), notifications, binding orders of Governmental Authorities, as and to the extent the same is applicable to the Parties and the substratum of this agreement
- c. **Industry** means the industrial sector and / or services sector, including organized as well as unorganized businesses
- d. **Infrastructure** means premises provided by the Second Party as detailed in Annexure III of this Agreement for conducting Training Programme
- e. **Training Content** means an instructional material used by the Trainers for training beneficiaries under. this Agreement to be provided by the first party.
- f. **Other Facilitating Support** means arranging community sensitization, industry engagement, providing machinery, equipment's, lab etc. by the Second Party as required under the Training Programme
- g. **Person** means and includes any company, association of persons, body of individuals, whether incorporated or not
- h. **Successful Completion by a Trainee** means the Trainee has attended the Training Programme as per the norms set by First Party, passed all the qualifying tests and has been assessed successful by the assessing agency / Person appointed by First Party for this purpose.
- i. **Training Programme** means a programme, organized by the First party to train Trainees in accordance with the terms of this Agreement.
- j. **Trainees** means individuals who are eligible and are willing to undertake the Training Programme as per the criterion laid down by the First Party.

1.2 **INTERPRETATION**

This Agreement will be interpreted, based on the following principles:

- a. All interpretation shall secure and implement the primary object of this Agreement set out in Clause 2
- b. This Agreement reflects the complete understanding as on the date of its execution amongst the Parties for the Services to be rendered by the Second Party and First Party.
- c. Where any act, matter or thing is required by this Agreement to be performed or carried out on a certain day and that day is not a business day then that act, matter or thing shall be carried out or performed on the next following business day
- d. Headings are for convenience only and shall not affect the interpretation of a Clause
- e. Where a word or phrase is defined, other parts of speech and grammatical forms of that word or phrase shall have corresponding meanings
- f. Words importing the singular shall include plural and vice versa
- g. Words denoting individual shall include corporations and vice versa
- h. Words denoting any gender shall include all genders

CLAUSE 2

PURPOSE

- 2.1 The purpose of this Agreement is to establish partnership between the Parties for establishing the Skill Training Center for imparting Trade / Job Role specific skills to the Trainees in one or more of the several trades as per the project implemented by the First Party which include illustratively, Service Sector and Manufacturing Sector etc. as per Annexure-I.

CLAUSE 3

RESPONSIBILITIES / OBLIGATIONS OF THE PARTIES

- 3.1 **First Party** shall be responsible for:
 - a. Design and Development of Course-Content as per the National Skills Qualification Framework, and obtaining necessary approvals from NSDC, Sector Skill Councils and other agencies for imparting the training to trainees
 - b. Providing Course Materials, ID Cards and Induction Kit to Participants as per NSDC / PMKVY Guidelines
 - c. Deploying the necessary manpower for Marketing, Sales, Program Management, Finance, and Placements
 - d. Branding the centre as per PMKVY guidelines.

- e. Student mobilization by conducting marketing campaigns, job fairs, career fairs, seminars / workshops, digital campaign etc.
- f. Procuring Equipment's / Tools / Hardware / Furniture / Devices for setting up the course / Job Role. specific labs, other than the computer lab to be provided.
- g. Imparting the Training as per the Sector Skill Council guidelines for respective Job roles
- h. Preparation and managing MIS including student documentation as per NSDC / PMKVY guidelines. Uploading and updating the information as and when required.
- i. Program Management including the candidate feedback management, candidate progress, Internal Assessments, Coordination with NSDC / SSCs for batch approvals, final assessments, certificates etc.,
- j. Facilitating the final assessments for the trainees and issuing certificates to the passed-out trainees.
- k. Candidate Placement Management – interacting with clients, coordination, scheduling interviews, student placements and post placement support etc.
- l. All expenses related to operations like Electricity, premises up-keeping (Housekeeping, Maintenance, and utility consumptions) and Lab Maintenance to be borne by first party.

3.2 **Second Party** shall be responsible for:

- a. Providing the necessary Infrastructure as per the Pradhan Mantri Kaushal Vikas Yojana (PMKVY) guidelines in specified Class Rooms, Lab Rooms with Computers, Common Area, Toilets, Power Backup, UPS power to IT equipment's, access to cafeteria etc., however Course Specific Equipment's / Tools / Hardware / Furniture / Devices shall be provided by the First Party. And the Infrastructure should be provided in the single block in a building / single floor, and willing to provide more Class Rooms and Computer Labs in the event of existing Infrastructure being not sufficient. The second party shall agree to provide requisite class Rooms / Lab for future expansion if any.
- b. Setting up the Office Space in the area provided to the first party including the Reception Area, Visitors area Counselling Cabins, Centre Manager Cabins, Staff Room etc.,
- c. Procuring the Chairs, LCD Projector, White Boards, and other items as necessary for setting up the Smart Class Rooms
- d. All expenses connected with providing the necessary infrastructure should be borne by the second party (Water, Building maintenance, Security etc)
- e. Permitting first party to do branding as per the PMKVY guidelines. Glow Sign

boards, Neon Boards, Direction Boards, Sign Boards, Posters, Banners etc.,

- f. Nominate a single point of contact for managing the day to day operations and coordination

CLAUSE – 4

FINANCIAL CONSIDERATION

- 4.1 The Parties mutually agree on the financial terms and conditions laid out in annexure II

CLAUSE – 5

AUDIT & COMPLAINE

- 5.1 The First Party shall cooperate with Second Party and provide all assistance to enable the second party to view the facility or conduct inspection of records of the programme conducted in the premises provided by the Second Party for the training.

CLAUSE 6

INTELLECTUAL PROPERTY RIGHTS & NON-DISCLOSURE:

- 6.1 The Second Party disclaims any right to or interest in First Party' trademark/s and copyrights relating to the methods, the programs, courseware, operation manuals, information, material and services made available by First Party hereunder and the goodwill derived there from and further agrees not to divulge or disclose information, procedures, technical and other information and programs made available by First Party confidential or proprietary to First Party.

CLAUSE 7

INDEMINIFICATION

The Second party shall agree to indemnify first party, for an amount equivalent to the investment made by the first party if the second party terminates this agreement for any reason before the expiry 3 years.

CLAUSE 8

MODIFICATION

- 8.1 Both the parties shall mutually agree upon on the changes/modifications and enter into an Addendum in case of any modification in the existing terms of this MoU.
- 8.2 In the event the Second Party is required to withdraw its support for any reason beyond its control, the Second Party shall provide at least 90days prior written notice in that regard to First Party. The Second Party shall continue its activities during the above notice period in such a manner, which shall not prejudicially affect the interest of First Party. Completion of batch (whichever is later). During the notice period, NO FRESH Batch shall be admitted.

CLAUSE 9
DISPUTE RESOLUTION

- 9.1 Any and all differences and disputes whatsoever arising between the Parties concerning the interpretation or implementation of this Agreement or in relation to the subject matter contained in this Agreement shall, in the first instance, be resolved mutually between the Parties and in the event of non-resolution, the matter shall be referred to arbitration
- 9.2 It is agreed by both the parties that any difference or dispute in this connection shall be referred to sole Arbitrator to be nominated by both the parties under the Provisions of Arbitration and Conciliation Proceedings Act, 1996 and the Award so given by the Arbitrator will be wholly binding on both the parties and shall not be questioned under any circumstances.
- 9.3 It is also agreed by both the parties that the Courts at Bangalore District alone will have the Jurisdiction.

CLAUSE 10
COMPALINCE WITH LAWS

- 10.1 The **Second Party** at all times and at its own expense will
- a. Strictly comply with all Applicable Law, rules, regulations and Governmental orders, now or hereafter in effect, relating to its performance of this Agreement
 - b. Pay all fees and other charges required by Applicable Laws and maintain in full force and effect all licenses, permits, authorization, registration and qualifications from all Governmental departments and agencies to the extent necessary to perform its obligations hereunder.

CLAUSE 11
FORCE MAJEURE

- 11.1 The Parties hereto agree that a Force Majeure Event shall mean any unforeseeable act or event that prevents the affected Party from performing its obligations under this Agreement or complying with any conditions required by the other Party under this Agreement and such act or event is beyond the reasonable control and not because of any fault of the affected Party and such Party has been unable to avoid such an act or event by the exercise of prudent foresight and due diligence. Neither Party hereto shall be considered in breach hereof or in default if it fails to perform or observe any or all of the terms of this Agreement resulting directly or indirectly, from Force Majeure Events such as acts of God, Civil or Military authority, acts of Government, acts of Public Enemy, war, riots, explosion, earthquake, flood, storm, lightning strike, etc.

CLAUSE 12

VALIDITY

- 12.1 This Agreement will be valid for a period of 5 years from the date of signing or until it is expressly terminated by either Party on mutually agreed terms, during which period Second Party or First Party, as the case may be, will take effective steps for implementation of this Agreement. Any act on the part of Second Party or First Party, after termination of this Agreement by way of communication, correspondence etc., shall not be construed as an extension of this Agreement

CLAUSE 13

TERM AND TERMINATION

- 13.1 The Agreement shall be valid unless terminated as provided under this clause.
- 13.2 This Agreement cannot be terminated by the parties in the initial period of 3 years (LOCK IN PERIOD).
- 13.3 Termination by First Party: First Party may terminate this Agreement upon 90 calendar days' notice in writing or after occurrence of any of the events specified in paragraphs below:
- a. If the Second Party does not remedy a failure in the performance of its obligations under the Agreement, within 30 days of being notified of such a failure, or within such further period as First Party may have subsequently approved in writing;
 - b. If the Second Party becomes insolvent or bankrupt; or
- 13.4 Termination by Second party: Second Party may terminate this Agreement upon 90 calendar days' notice in writing after occurrence of any of the events specified in paragraphs below:
- a. If First Party fails to pay any monies due to the Second Party pursuant to this Agreement within 60 days after receiving written notice from the Second Party that such payment is overdue; or
- 13.5 The termination of this Agreement shall not prejudice or affect in anyway, the rights and benefits accrued or liabilities and duties imposed on the Parties of this Agreement.
- 13.6 Upon termination, the Second Party shall
- a. Hand over all assets provided by First Party under this Agreement to First Party.

CLAUSE 14

RELATIONSHIP BETWEEN THE PARTIES

- 14.1 It is expressly agreed that **First Party** and **Second Party** are acting under this Agreement as independent contractors, and the relationship established under this Agreement shall not be construed as a partnership. Neither Party is authorized to create any obligation or liability, expressed or implied, on behalf of the other Party, without the prior written consent of the other Party. Neither Party shall have, nor represent itself as having, any authority under the terms of this Agreement to make

agreements of any kind in the name of or binding upon the other Party, to pledge the other Party's credit, or to extend credit on behalf of the other Party.

CLAUSE 15

NOTICE

- 15.1 All notices required or permitted by, or made pursuant to, this Agreement shall be in writing and shall be sent by facsimile or by registered, first class airmail, return receipt requested and postage prepaid, to the following addresses:

If to **First Party**:

Mr. Srinivas Raju

CEO

M/s UTL Technologies Ltd

No.19/6, Ashokpuram School Road, Industrial Suburb, Yeshwanthpur,

Bangalore – 560 022

Ph: +91 80 23472171 / Fax: +91 80 23572795

If to **Second Party**:

Mr. B Srikrishna,

Correspondent,

SRK Institute of Technology,

No 3-44, Enikepadu, Opp Prathap Industries,

Vijayawada – 521108, Andhra Pradesh,

+91 9866409999

All such notices shall be deemed to have been received as follows:

- a. if by facsimile, twenty-four (24) hours after transmission, and
- b. if by registered, first class airmail, upon receipt of acknowledgment of delivery.


The signature of each Party's duly authorized representative below shall evidence the agreement of such Party that this Agreement accurately summarizes its understanding with respect to the subject matter hereof

Signed for and on behalf of
UTL Technologies Limited

Mr. Srinivas Raju
CEO

Witness:

Signed for and on behalf of
**SRK INSTITUTE OF
TECHNOLOGY**


Mr. B Srikrishna
Correspondent

Witness:

Annexure I

List of Job Roles with duration

| SI No | Job Role | Duration | Category | Rate Per Hour per student In INR | Total Fee per student In INR |
|-------|--|----------|----------|----------------------------------|------------------------------|
| 1 | Field Technician Networking and Storage | 400 Hrs | I | 40.00 | 16, 000 |
| 2 | Field Technician Computing and Peripherals | 340 Hrs | I | 40.00 | 13, 600 |
| 3 | Accounts Executive – Accounts Payable & Receivable | 190 Hrs | III | 28.80 | 5, 491 |

Note:

- The above proposed duration of the course and the rate per hour per student is approved as per the PMKVY guidelines, in the event of any changes in the guidelines first party shall intimate the second party on the changes and the revenue share paid to second party shall be revised as per the duration and the training fee.
- The Courses proposed above will be launched during the first six months of operations and first party likely to introduce new courses or discontinue the existing courses based on the local industry requirements. Same shall be communicated to Second party.
- First party can add new courses or modify any of the existing courses depending on the local industry requirements under this program, however the same shall be communicated to second party.

Annexure II

Financial Implications:

1. Revenue share and payment schedule:

First party agrees to pay 15% (inclusive of all applicable Taxes) of the total training revenue received under this program from NSDC as per payment pattern stipulated by NSDC to second party towards utilizing the infrastructure.) The payments will be made to second party within 7 working days from the date of payments received from NSDC. As per the program guidelines, the payments will be made by NSDC in the following manner for every batch.

NSDC PAMENT PATTERN

30% of Total Fee - On Commencement of the training batch against validated candidates.

50% of Total Fee - For the number of passed candidates.

20% of Total Fee - Upon achieving 70% Placements

Annexure III

Infra to be provided by Second Party

1. 3 Class Rooms with projector and 30 seater capacity.
2. 3 separate rooms for setting up of Sector Specific Lab
3. Common IT Lab with 30 computers and Power backup for minimum 3 hrs
4. 1000+ Sq Ft Space for office and staff area with necessary infra and computers for 6 – 8 staff members.
5. Separate rest rooms for Males and Females
6. Canteen facility
7. CCTV cameras in all the class rooms, Labs, staff room and corridors.
8. A/C at Staff room.

Hostel facility to candidates on a payment basis based on the availability.

MEMORANDUM OF UNDERSTANDING

This **Memorandum of Understanding** (hereinafter called as the 'MOU') is entered into on this the Fifteenth April Two Thousand and Seventeen (**15 / 04 / 2017**), by and between

UTL Technologies Limited, a UTL Group Company, a company incorporated under the laws of India and having its office at No.19/6, Ashokapuram School Road, Industrial Suburb, Yeshwanthpur, Bangalore – 560 022 and represented herein by its Divisional Head, Mr. Srinivasa Raju, (hereinafter referred to as “**UTL**”)

AND

SRK Institute of Technology, sponsored by SRK Foundation a non-profit organization registered under Educational Society under the Act of 2001 (Reg. No.:276 dated 15/02/2017) having its principal office at 3-44, Enikepadu, Vijayawada - 521108, Andhra Pradesh, represented herein by its Correspondent Mr. Srikrishna, (hereinafter referred as “**SRK**”)

(UTL and SRK are hereinafter jointly referred to as 'Parties' and individually as 'Party')

WHEREAS:

- A) **UTL** is engaged in Education, Skill Development and R&D Services in the fields of Telecom, Networking, Embedded Systems, VLSI, IT and related fields
- B) **UTL Technologies** is promoted by **UTL Group**, Bangalore based 3-decade old ICT Solutions Company. **UTL Group** started with an initial focus on telecom Products & Solutions and moved on to Telecom Services in the form of Cellular Services Company. Simultaneously **UTL** moved into e-Governance services. **UTL** has today built the e-governance infrastructure in six states /provinces in INDIA
- C) **UTL's Associates and Partners** include Ministry of External Affairs, Govt. of India, Visvesvaraya Technological University (VTU), Telecom Sector Skill Council of India (TSSCI), Electronics Sector Skill Council of India (ESSCI), ZTE Corporation China, IL&FS Skills.
- D) **SRK** is a reputed University
- E) **SRK & UTL** believe that collaboration and co-operation between themselves will promote more effective use of each of their resources, and provide each of them with enhanced opportunities.
- F) Both Parties, being legal entities in themselves desire to sign this MOU for advancing their mutual interests.

NOW THEREFORE, IN CONSIDERATION OF THE MUTUAL PROMISES SET FORTH IN THIS MOU, THE PARTIES HERETO AGREE AS FOLLOWS:

**CLAUSE 1
CO-OPERATION**

- 1.1 Both Parties are united by common interests and objectives, and they shall establish channels of communication and co-operation that will promote and advance their respective operations within Chennai. The Parties shall keep each other informed of potential opportunities and shall share all information that may be relevant to secure additional opportunities for one another.
- 1.2 UTL and SRK co-operation will relate effective utilization of the intellectual capabilities of the faculty of SRK providing significant inputs to them in developing suitable teaching / training systems, keeping in mind the needs of the industry.
- 1.3 The general terms for co-operation shall be represented by this MOU. The Parties shall cooperate with each other and shall, as promptly as is reasonably practical enter into all relevant agreements, deeds and documents (the 'Definitive Documents') as may be required to give effect to the actions contemplated in terms of this MOU. The term of Definitive Documents shall be mutually decided between the Parties. Along with the Definitive Documents, this MOU shall represent the entire understanding as to the subject matter hereof and shall supersede any prior understanding between the Parties on the subject matter hereof.

**CLAUSE 2
SCOPE OF THE MoU**

- 2.1 The budding graduates / engineers from the institutions could play a key role in technological up gradation, innovation and competitiveness of an industry. Both parties believe that close co-operation between the two would be of major benefit to the student community to enhance their skills and knowledge.
- 2.2 **Curriculum Design:** Frist Party can give valuable inputs to the SRK, suitably customize the curriculum and in teaching / training methodology, so that the students fit into the industrial scenario meaningfully.
- 2.3 **Industrial Training & Visits:** Industry and Institution interaction will give an insight in to the latest developments / requirements of the industries; UTL to permit the Faculty and Students of SRK to visit its group companies and also involve in Industrial Training Programs at Bangalore. The industrial training and exposure provided to students and faculty through this association will build confidence and prepare the students to have a smooth transition from academic to working career.
- 2.4 **Research and Development:** Both Parties have agreed to carry out the joint research activities in the fields of Electronics and Communications

- 2.5 **Skill Development Programs:** UTL to train the students of SRK on the emerging technologies in order to bridge the skill gap and make them industry ready
- 2.6 **Guest Lectures:** UTL to extend the necessary support to deliver guest lectures to the students of the SRK on the technology trends
- 2.7 **Faculty Development Programs:** UTL to train the Faculties of SRK
- 2.8 Both Parties to obtain all internal approvals, consents, permissions, and licenses of whatsoever nature required for offering the Programmes on the terms specified herein
- 2.9 Financial considerations can be decided at the time of issuing work orders

**CLAUSE 3
INTELLECTUAL PROPERTY**

- 3.1 Nothing contained in this MOU shall, by express grant, implication, Estoppel or otherwise, create in either Party any right, title, interest, or license in or to the intellectual property (including but not limited to know-how, inventions, patents, copy rights and designs) of the other Party.

**CLAUSE 4
VALIDITY**

- 4.1 This Agreement will be valid until it is expressly terminated by either Party on mutually agreed terms, during which period **Training Partner** or **UTL**, as the case may be, will take effective steps for implementation of this MOU. Any act on the part of **Training Partner** or **UTL**, after termination of this Agreement by way of communication, correspondence etc., shall not be construed as an extension of this MOU
- 4.2 Both Parties may terminate this MOU upon 30 calendar days' notice in writing. In the event of Termination both parties have to discharge their obligations


**CLAUSE 5
RELATIONSHIP BETWEEN THE PARTIES**


- 5.1 It is expressly agreed that **UTL** and **SRK** are acting under this MOU as independent contractors, and the relationship established under this MOU shall not be construed as a partnership. Neither Party is authorized to use the other Party's name in any way, to make any representations or create any obligation or liability, expressed or implied, on behalf of the other Party, without the prior written consent of the other Party. Neither Party shall have, nor represent itself as having, any authority under the terms of this MOU to make agreements of any kind in the

name of or binding upon the other Party, to pledge the other Party's credit, or to extend credit on behalf of the other Party.

AGREED:

For UTL Technologies Ltd


For SRK Institute of Technology.



Authorized Signatory

Authorized Signatory

| UTL Technologies Ltd | SRK Institute of Technology |
|--|---|
| No.19/6, Ashokapuram School Road, | No 3-44, Enikepadu |
| Industrial Suburb, Yeshwanthpur | Vijayawada |
| Bangalore | Andhra Pradesh, INDIA - 521108 |
| Karnataka, INDIA – 560 022 | |
| Phone: +91 80 23472171 | Phone: 9866409999 |
| Website: www.utltraining.com | Website: www.srkit.in |
| Email – srinivasraju@utltraining.com | Email - |

Witness1:

Witness2:



S.R.K. Institute of Technology

Approved by AICTE & Affiliated to JNT University, Kakinada
An ISO 9001:2008 Certified Institute

Enikepadu, VIJAYAWADA- 521 108.

Telephone No. : 0866-2843839

Fax : 0866-2843536

E-mail : srktech@gmail.com

Ref :

Date :

Ref: 16-17/03/01 /UTL/Embedded/2017

Date: 22/3/2017

To

UTL Technologies Ltd,
Yeshwanthpur,
Bangalore 560 022.

Ref:- Your Commercial proposal dated 20/2/2017

Sub: - Work Order

Dear Sir,

We are herewith submitting the work order for your kind notice. The course description and the fee details are tabulated below:

| Payment Particulars | Student Strength | Cost per participant | Total cost |
|--|------------------|----------------------|------------|
| Training Charges for Embedded Systems | 30 | 9,000 | 2,70,000 |
| Training Charges for Networking | 60 | 9,000 | 5,40,000 |
| Training for our students as per the contents enclosed as Annexure 1 | | +Service taxes | |
| List of Students is enclosed as Annexure 2 | | | |
| | | | 8,10,000 |
| Total | | | 8,10,000 |
| Amount in Words: Eight Lakhs Ten Thousand Only | | | |

Terms & Conditions:

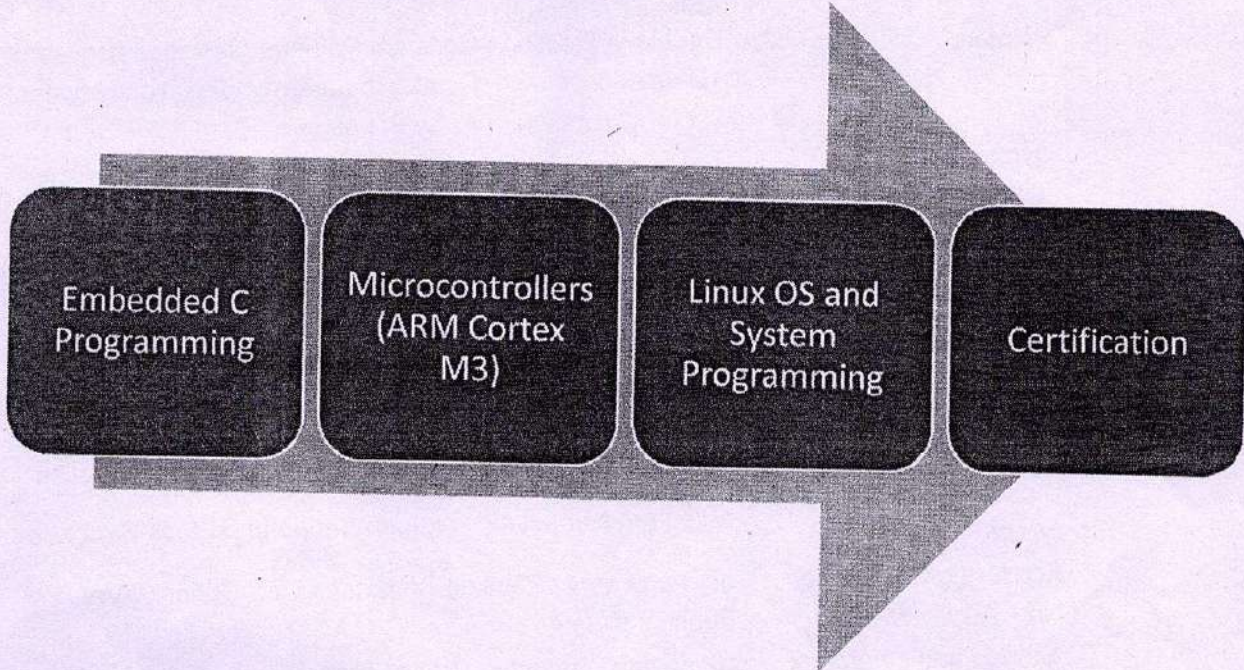
1. Training Schedule will be decided on a mutual consent.
2. 30% payment will be made in Advance and remaining amount will be paid on/ before the start of Phase II of the program.

Authorized Signatory

Principal

SRK INSTITUTE OF TECHNOLOGY
ENIKEPADU, VIJAYAWADA

Certificate Course in Embedded Software Design Syllabus:



Module-1: Embedded C Programming

| | | |
|-------|---------------------------|---|
| Day-1 | Fundamental Concepts | Programming Language Classification of Programming Language Assembly vs C |
| | | History of C C Standards Executing C Program Write First C Program Compiler |
| | | Types of Compiler Keywords Identifiers Constant Literals (Unnamed constants) |
| | Datatypes with Modifiers | Data types with Modifiers bool datatype Floating Point Numbers Qualifiers |
| | Basic Formatted I/O | Standard I/O Library Standard Input and Output Character I/O Functions Formatted I/O Functions String Constants |
| | Operators and Expressions | Arithmetic, Logical, and Bitwise Operators Precedence and Associativity Assignment and Casting The Conditional Operator |
| | Flow Control Constructs | Conditional Constructs: if, switch Looping Constructs: while, do, for Programming Style |

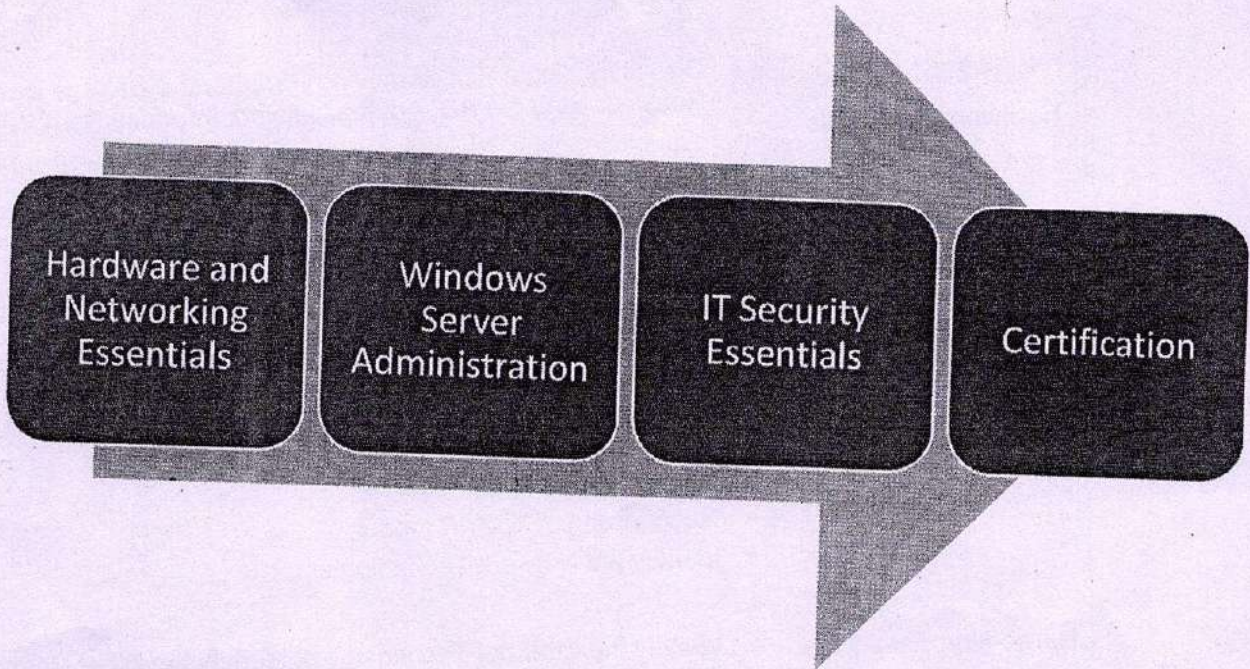
Module-2: Microcontrollers: ARM Cortex M3 – LPC 2148

| | | |
|-------|---|--|
| Day-1 | Introduction to ARM Cortex M3 Processors: | Introduction to Processor Background of ARM and ARM processors Cortex-M0 Processor Specification and ARM Architecture ARM Cortex-M0 Processor Features Advantages of the Cortex-M0 Processor Programmer's Model Memory System Overview Interrupt and exception model Bit banding Bus Architecture |
| Day-2 | Introduction to CMSIS & LPC2418 | Cortex Microcontroller Standard (CMSIS) Walk-through the Board Software Installation Software Development Tools Installation BSP Directory Hierarchy Setting up a first program Debugging Features Vector Table and Startup Code. |
| Day-3 | GPIO & Interrupt Programming | GPIO Programming: I/O Modes GPIO Function Calls Hands on training with different Peripherals. Interrupt Programming: Why Interrupts Types of Interrupts Interrupt Handling Mechanism Different ways to Trigger External Interrupt Configuring External Interrupts on LPC2148 Configuring GPIO Pins as Interrupt Pins. |
| Day-4 | SPI Protocol Programming | SPI Configuration Simple Master Slave Implementation Data Transfer Details SPI Data Transfer Modes Daisy Chain Configuration SPI Block Diagram in LPC 2148 SPI Programming. |
| Day-5 | Timer & WDT Programming | Operation of Timer Timer Features Prescaler Operating Modes Register Description of Timers WDT Operation WDT Initialization Application of WDT in LPC 2148 Applications of Timers without & with Interrupt. |
| | Serial Communication & RTC Programming | Serial Communication Programming: Different types of Communications Methods Types of Serial Communication UART Configuration UART Function Calls UART Programming. Introduction to RTC Features of RTC Programming RTC in LPC2148. |

Module-3: Linux OS & System Programming

| | | |
|-------|-----------------------------|---|
| Day-1 | FUNDAMENTAL CONCEPTS | A Brief History of Linux: The GNU Project Linux kernel version numbers Linux distributions |
| | | Standardization: POSIX |
| | | The Core Operating System: The Kernel The Shell Users and Groups Single Directory Hierarchy, Directories, Links, and Files |
| | SYSTEM PROGRAMMING CONCEPTS | System calls Tracing System Calls library functions static and shared libraries |
| | | Handling Errors from System Calls and Library Functions |
| Day-2 | FILE I/O | File Attributes - Retrieving File Information: stat() File Timestamps File Ownership File Permissions Inode Flags |
| | | open, write, read, close, ioctl |
| | | atomicity and race conditions |
| | | file control operations - fcntl |
| | | Relationship Between File Descriptors and Open Files |
| | | Duplicating File Descriptors |
| | | I/O Multiplexing - select(), poll() comparisons, problems |
| Day-3 | PROCESSES | Processes and Programs Process ID and Parent Process ID |
| | | Memory Layout of a Process Virtual Memory Management |
| | | The Stack and Stack Frames |
| | | Process Credentials - Real User ID and Real Group ID Effective User ID and Effective Group ID |
| | | Overview of fork(), exit(), wait(), and execve() |
| | | _exit() and exit() Exit Handlers |
| | | monitoring child processes - Waiting on a Child Process Orphans and Zombies The SIGCHLD Signal |
| | | Concepts and Overview Signal Types and Default Actions |
| Day-4 | SIGNALS | Changing Signal Dispositions: signal() sigaction() |
| | | Sending Signals: kill() |
| | | Signal Sets The Signal Mask (Blocking Signal Delivery) Pending Signals Signals Are Not Queued |
| | | |

Certification Course in Networking Syllabus:



Module-1: Hardware and Networking Essentials

| Day | Topic/Module | Key Learning Outcomes |
|-----|---|--|
| 1 | General Introduction and Setting Expectations Career Path Discussion | <ul style="list-style-type: none"> To introduce oneself by giving your name and telling the class a little bit about your yourself, your likes and dislikes, your reason for attending the course etc.. To discuss expectations from the trainees & the trainer and about rules, regulations, protocol, transparency, etc. |
| | Hardware Essentials | <ul style="list-style-type: none"> Recognize of Motherboard Layout, Components, and Form Factors. Recognize the Generation of CPUs and different CPU Technology. Identify the basic types of buses and bus speed, power Supply Unit (PSU). |
| 2 | Hardware Essentials | <ul style="list-style-type: none"> Recognize the Memory Form Factors, Slot Types and Memory Types. Recognize Types of Storage Devices. Identify the basic types mobile media devices |

Module-2: Windows Server Administration

| | | |
|---|--|--|
| 1 | 70-410 (windows server 2012 installation and configuration) | <ul style="list-style-type: none"> ▪ Overview of AD DS ▪ Overview of Domain Controllers ▪ Installing a Domain Controller |
| | windows server 2012 installation and configuration) | <ul style="list-style-type: none"> ▪ Managing User Accounts ▪ Managing Group Accounts ▪ Managing Computer Accounts ▪ Delegating Administration |
| 2 | windows server 2012 installation and configuration) | <ul style="list-style-type: none"> ▪ Name Resolution for Windows Client and Servers ▪ Installing and Managing a DNS Server ▪ Managing DNS Zones |
| | windows server 2012 installation and configuration) | <ul style="list-style-type: none"> ▪ Installing a DHCP Server Role ▪ Configuring DHCP Scopes ▪ Managing a DHCP Database ▪ Securing and Monitoring DHCP |
| 3 | windows server 2012 installation and configuration) | <ul style="list-style-type: none"> ▪ Overview of Storage ▪ Managing Disks and Volumes ▪ Implementing Storage Spaces |
| 4 | 70-411 (windows server 2012 Administering Windows Server 2012) | <ul style="list-style-type: none"> ▪ Overview of Group Policy ▪ Group Policy Processing ▪ Implementing a Central Store for Administrative Templates |
| | 70-411 (windows server 2012 Administering Windows Server 2012) | <ul style="list-style-type: none"> ▪ Overview of Windows Deployment Services ▪ Implementing Deployment with Windows Deployment Services ▪ Administering Windows Deployment Services |
| 5 | 70-411 (windows server 2012 Administering Windows Server 2012) | <ul style="list-style-type: none"> ▪ Automating User Account Management ▪ Configuring Password-Policy and User-Account Lockout Settings ▪ Configuring Managed Service Accounts |
| | 70-411 (windows server 2012 Administering Windows Server 2012) | <ul style="list-style-type: none"> ▪ Configuring Network Access ▪ Configuring Virtual Private Network (VPN) Access |
| 6 | 70-411 (windows server 2012 Administering Windows Server 2012) | <ul style="list-style-type: none"> ▪ Overview of Network Policies ▪ Troubleshooting Routing and Remote Access ▪ Configuring Direct Access |

3. Financial Implications

| SI No | Items | Duration | Fee per Participant | Total Fees for 3 Semesters | Minimum Participants per Batch |
|-------|-------------------|---------------------|------------------------------|----------------------------|--------------------------------|
| 1 | Embedded Course | 48 Hrs Per Semester | Rs. 3,000 + Applicable Taxes | Rs.9000 + Applicable Taxes | 30 |
| 2 | Networking Course | 48 Hrs Per Semester | Rs. 3,000 + Applicable Taxes | Rs.9000 + Applicable Taxes | 30 |

Terms & Conditions:

- **Work Order:** College to issue the work order for all the 3 semesters indicating the total course fee
- **Payments: 100% advance,** every semester fee to be paid in advance before starting the training.
- **Mode of Payment:** Payments should be made in favor of **UTL TECHNOLOGIES LTD,** Bangalore, through Cheque / DD / wire transfer to **IDBI Bank A/C No: 0694102000003674,** Yelahanka, Bangalore. **MIRC: 560259014 IFSC: IBKL0000694**
- **Training Schedule:** Can be decided on a mutual consent. However, University / College to confirm the training schedule 2 weeks in advance
- **Venue& Infra:** University / College should provide the necessary Infrastructure for conducting the training programs in the campus.
- **Placements Support:**
 - UTL would extend the placement assistance to the successful participants on Campus at SRK Group of Institutions, Vijayawada, and at Hyderabad, Bangalore, location of interview will depend on the opportunities available with our clients at the time of course completion.
 - Placement drives will be arranged at the campus after the successful completion of the course (all 3 semesters), however some of the clients depending on the need they would prefer to conduct interviews at their location and students should be willing to attend the same. Cost towards travel, boarding & lodging, other expenses for the Placement Drives at UTL, Bangalore or at Client location should be borne by the student during such events
- **Relocation:** Students should be willing to accept the job offer & relocate to any job location across India as per selection process decided by the client.
- **Certification:** Successful Student will get the certification from UTL Technologies.
- **Validity of this proposal:** 1 month

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