

ఆంధ్రప్రదేశ్ ఆంధ్ర ప్రదేశ్ ANDHRA PRADESH = 4 AUG 2017

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SUB REGISTRAR

EX OFFICIO STAMP VENDOR  
RAJAMPET

సం. 180005

సం. C. Romachandra Reddy sb C.V. Rami Reddy

సం. Self Rajampet.

This memorandum of understanding (MoU) is made as of the 27th day of October 2017 between **Annamacharya Institute of Technology, Rajampet** hereinafter referred to as **AITS** which expression shall include its successors and assigns of the first part

and

**Intelligence Quality, Chennai (IQ)** herein referred to as **IQ** which expression shall include its successors and assigns of the ond part,

WHEREAS

AITS is recognized as one of the premier institution in Rajampet offering undergraduate and post graduate programmes in Engineering and Management with the approval of AICTE and affiliation of Jawaharlal Nehru Technological University.

AND

IQ, a registered business and process excellence consulting firm having its office at Olympia Technology Park, Level -2, Altius Block, No.- 1 SIDCO Industrial Estate, Guindy, Chennai – 600032

WHEREAS, AITS and IQ are desirous of executing a Memorandum of Understanding (MoU) to synergize the expertise, knowledge and infrastructure available in each organization for carrying out consulting assignments and training programs in Lean Six Sigma for the benefit of

*Sw. Naray*

*Dr. S. S. S. S.*



Industries and Professionals. The primary focus area of collaboration shall be on achieving highest level of process excellence, along with significant cost savings and operational efficiencies using Lean Six Sigma methodology. Lean Six Sigma is a proven methodology for improving the customer experience by making sure the process consistently deliver the desired results.

NOW THEREFORE, THIS MEMORANDUM OF UNDERSTANDING WITNESSETH AS UNDER-

#### **TERM**

The term of this MoU is for an initial period of two (2) years upon the last signature of this MoU, extendable upon mutual consent of the parties concerned. Specific arrangements entered in during this period (for implementation of definitive programs) shall supersede the term of the MoU and shall govern the definitive programs.

#### **1. SCOPE OF STRATEGIC ALLIANCE**

The objectives of this interaction are many and would evolve with time and the quality of inputs provided by both the parties. At the outset the following can be broadly envisioned.

- a) IQ and AITS will collaborate with an integrated approach for offering consultancy service to industries in the field of Manufacturing, Automotive, Processing and Service.
- b) IQ and AITS will jointly conduct training programmes on LSS methodologies to working professionals, faculty members and students to enable them deploy LSS in their workplace.
- c) IQ will take a major role in developing the consulting business and in garnering good participation for the training programs through its well established outreach mechanism and AITS would contribute by publicizing the same through its website and mailers to its clients in addition to hosting some of the events in its campus.
- d) Based on the success of initial consulting and training projects, IQ and AITS will jointly setup a Centre in AITS campus in the name of **"AITS-IQ Centre for Process Excellence"** to drive training and consulting activities in an intensified manner to attract more industries towards its service.

#### **2. FINANCIAL COMMITMENTS**

There shall be no financial obligations from both parties under this MoU. The financial obligations, if any for any specific project shall have to be approved by competent authorities of both parties, when proposed. Depending on the level of engagement, a separate MoU with complete commercial details will be made and signed for each proposed activity.

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### 3. INTELLECTUAL PROPERTY RIGHTS AND INDEMNITIES

IQ and AITS recognize the importance of Intellectual Property as a component part of the training program agenda. AITS and IQ reserve any and all Intellectual Property Rights, without limitation discovered or produced as a result of the cooperation related to this agreement. New ideas or new knowledge developed by a party belongs to that party. Both parties may use, copy and disclose any jointly developed training material for internal purpose as training material and to its participants.

### 4. GENERAL CLAUSES

#### a) Force Majeure / Acts Of God:

This MoU is subject to force majeure situations. It shall be subject to inabilities based on circumstances beyond the control and power of contracting parties, such as but not limited to civil commotion, riots, war, Acts of God, hacking, unauthorized access, spam etc., which may result in the vagaries of the general financial markets or the prevention of performance by a party.

#### b) Disclaimer:

Neither parties guarantee success of any assignment undertaken by this MoU.

#### c) Confidentiality:

Neither party shall be entitled to use either party's trademark/logo without the prior written approval of the other party.

The parties also agree that, subject to the aforesaid clause, they will inform each other prior to releasing any press statements or other publicity regarding the MoU.

Parties agree and bind themselves to the fact that all or any of the information, which is property of the other party, shall be treated as confidential and no party shall disclose the said information without the prior approval of the other in writing.

### 5. AMENDMENTS AND WAIVERS:

No amendments to this MoU shall be valid or binding unless set forth in writing and duly executed by the parties to this MoU.

### 6. TERMINATION:

Either party may terminate this MoU even without any breach by giving three months' notice in writing in which case any specific arrangement for the development of definitive training module or consulting assignments already engaged shall override the termination of this MoU.

### 7. DISPUTE RESOLUTION:

The parties shall use their best efforts to settle amicably all the disputes arising out of or in connection with this agreement or its interpretation. Any dispute arising out of this agreement, which cannot be amicably settled, between the parties shall be referred to arbitration to sole arbitrator or as mutually agreed in accordance with Arbitration and Conciliation Act, 1996. **The Arbitration shall be held in Chennai.**

*Seev. Naray*  
*Ca*

*10/8/16*



## 8. STATUTORY COMPLIANCES:

AITs and IQ agree that all services rendered and operations conducted pursuant to this MoU shall be in compliance with all legislations, statutes, ordinances, regulations, administrative rulings or requirements of law of state and India. .

## 9. COORDINATORS

One coordinator from each side shall be appointed for effective monitoring & implementation of the action points of this MOU. Any notice or other writing required or permitted to be given hereunder or for the purposes hereof to any party shall be sufficiently given if delivered personally or through registered post to such party.

### For AITS:

**Dr.N.Venkatachalapathi**  
Head – Mechanical Engineering,  
AITs (Autonomous),  
New Boyanapalli,  
Rajampet-516126,  
Kadapa Dist., AP  
Ph: +91 – 9866632446  
Email: nvcprincipal@gmail.com

### For IQ:

**Dr. G. Sivakumar**  
Sr. Consultant-LSS  
Intelligence Quality,  
Olympia Technology Park, Level 2,  
Altius Block, No -1 SIDCO Industrial Estate,  
Guindy, Chennai – 600032  
Ph: +91 – 8825942908  
E-mail: [sivakumar@iq6sigma.com](mailto:sivakumar@iq6sigma.com)

The coordinator(s) shall


- Receive and evaluate future proposals to enhance identifying areas and opportunities in which the parties might potentially collaborate and make recommendations on the feasibility and implementation of such proposals to their respective administrations. Any such collaboration will be formalized as addendum to this agreement upon approval by appropriate administrative authorities and will supervise the implementation of such programmes.
- At appropriate intervals, arrange meetings on mutual consent in a convenient manner to discuss and review the action points described herein.

## 10. ASSIGNMENT:

Neither party may assign or otherwise transfer this MoU, in whole or in part, without the prior written consent of the other party. This MoU will be 'binding upon the parties' respective successors and permitted assigns.


Signed by Authorized Signatories of parties:-

**For Annamacharya Institute of  
Technology and Science, Rajampet**

  
**PRINCIPAL**  
Name : Dr. S. M. V. Narayana  
Designation : Principal  
Place : NEW BOYANAPALLI-516 126  
Date : RAJAMPET, Kadapa Dist. A.P.  
27.10.2017

WITNESS :   
27/10/2017

**For Intelligence Quality,  
Chennai**

  
Name : Dr. G. Sivakumar  
Designation : Sr. consultant - LSS  
Place : Rajampet  
Date : 27.10.2017

WITNESS : 