

MEMORANDUM OF UNDERSTANDING (MoU)

This Memorandum of Understanding (MoU) is made on this **second** day of **April** in the year 2025 at **Jawaharlal Nehru Technological University - Kakinada**

BETWEEN

1. Party No.1- Avantel Limited (hereinafter the “Avantel”), an organization which “offers innovative, customized network centric solutions through products that comply with MIL standards for Defence platforms including Ships / Submarines / Aircraft / Helicopters”and having its **Corporate Office at Plot No.68&69, 4th Floor, Jubilee Heights, Survey Nos.66&67, Jubilee Enclave, Madhapur, Telangana - 500081**, administered through its Board of Directors, of the one part,

AND

2.Party No.2- **Jawaharlal Nehru Technological University – Kakinada** (hereinafter the “JNTUK”), having its location at Kakinada, Andhra Pradesh, India, administered through its Registrar, of the second part.

Whereas, Avantel is a leading technology-driven company specializing in the **design, development, and manufacturing of Electronics, Communication and Satellite communication systems** established in 1994. Avantel serves critical sectors such as **Defence, Aerospace, and Communication**, offering innovative and customized solutions. The company is recognized for its **in-house R&D** and strategic alliances with national institutions like **ISRO** and **DRDO**.

AND

Whereas, **JNTUK, Kakinada** is engaged in the activity of providing higher education and high quality research in various faculties i.e. (i) Science, Engineering & Technology, (ii) Management, (iii) Mathematics & Humanities and (iv) Inter-disciplinary Studies and has the mandate and power to establish linkages with National and International bodies and

institutions for the purpose of enhancing and expanding the quality of education and research, is entering into collaboration with Avantel.

Now, therefore, this Memorandum of Understanding witness as below: -

1. The broad objectives of MoU shall be as below: -

To Design and Develop a One of a kind Corporate – Campus collaboration of a two year M.Tech. Course as defined by Avantel and agreed by JNTUK Kakinada to engage selected students of JNTUK Kakinada by teaching them the defined course subjects in the specialized areas of Signal Processing & Communications. The Eligible, successful and competent, students of this programme Interns (for a year during 3rd & 4th Semesters) and thereafter full time Employee will be considered for recruitment in Avantel after post successful completion of said 2 year M.Tech. course with a view to meet the manpower requirements of Avantel:

Both parties mutually agree as below:

- Student selection process for two-year Avantel defined **M.Tech.**, Signal Processing and Communications with an intake of maximum 25 students.
- Mode and scope of teaching the concepts as mutually discussed and agreed
- Periodic evaluations and performance standards for the concepts
- Internship opportunities for second-year students at Avantel
- Project work and thesis submission processes
- NDA clauses within the scope of consideration by JNTUK Kakinada, to permit the student to submit the thesis.
- Confidentiality of the entire program

*Note: Students engaged as Interns (for a year during 3rd & 4th Semesters) will be eligible for Stipend of INR 25,000/- per month and will also be offered a full-time employment of INR 900,000/- as Annual CTC with Avantel after post successful completion of the course.

2. Geographical area of operation: Avantel Hyderabad/Visakhapatnam offices and any other office location or client's office at a later date as determined or required by Avantel management.

3. Scope and Technical Specifications:

JNTUK Kakinada will advertise for the admission of students in M. Tech., Signal Processing and Communication in prominent newspapers and also through JNTUK web portal and presents the details of Avantel collaboration with eligibility for B.Tech with specialization in Electronics and Communication Engineering (or) Equivalent; GATE / PGECET qualified students for Avantel collaborated M.Tech., programme with specialization Signal Processing and Communication. Short listed students will be interviewed by Avantel and JNTUK Kakinada by giving weightage of 60% to GATE / PGECET/ marks in qualified examination 40% weightage to interview performance. The interview will be conducted by both experts from

JNTUK and AVANTEL. Admitted students should accept for the terms and conditions of both Avantel and JNTUK for internship and thereafter for recruitment in Avantel.

In case the student executes the project / Thesis as a part of internship or major project, the details are to be submitted to the University for necessary Evaluation of the thesis. The student has to submit these details to monitoring committee prior to submission of the same to the university. Any research paper/Patent that comes out of the internship/ thesis should not have any constraints to present the details relevant to the contribution.

- 3.1 JNTUK shall share the list of admitted students as per above terms and conditions, on the stipulated date, to Avantel Corporate Office – for starting process of engagement as students of the course.
- 3.2 Selection of suitable students from the candidate pool provided by JNT University, Kakinada will be done by a Committee from Avantel having quorum composed of members of concerned Division of Avantel and HR Division, to be approved by Avantel Management and experts as decided by JNTUK
- 3.3 Avantel will pay stipend directly to the engaged students via Direct Bank Transfer during their respective internship **of one year duration** with Avantel. No other emoluments other than stipends shall be payable.
- 3.4 There shall be no employer-employee relation between the Avantel and the Students during the period of 2-year Course.
- 3.5 Post successful completion of the 2-year course, students of this course are eligible to become Full Time employees of Avantel subject to satisfactory performance as per assessment by Avantel Management during their internship.
- 3.6 All the students being engaged in the Avantel-JNTUK Collaborative 2-year M.Tech. Course shall have to mandatorily sign an agreement on Non-Judicial Stamp Paper worth Rs.500/-, stating that there is no employer-employee relationship between Avantel and the student, and further undertaking that the student will not claim employment or regularization against enrollment into the course OR internship opportunity provided to him/her – if he/she has not successfully completed the course within specified timeline of the course.
4. **Personnel Involved:** Any employees of either party as decided by either party may involved in the collaborative programme.
5. **Time frame:** The validity of this MoU is initially for a period of 5 (five) years from the date of its execution and extendable by another five years upon mutual consent.
6. **Role and Responsibilities of Avantel:**

- 6.1 To provide internship opportunities and full-time employment to the eligible, successful and competent students post successful completion of the course as per the agreed guidelines.
- 6.2 To provide course curriculum for the 2-year M.Tech. Course with mutually agreed terms of JNTUK and Avantel.
- 6.3 To provide necessary help in the selection process of the students for the admission into course.
- 6.4 To provide guest lectures by Avantel employees to the students of the course – as per the needs and necessity
- 6.5 To provide necessary Software/Technical guidance/Lab assistance for the smooth running of the course.
- 6.6 A Centre of Excellence (CoE) with necessary infrastructure for this course will be established at JNTUK, Kakinada by M/s Avantel Limited. JNTUK will allocate **1,500 sq. ft.** of space for the Centre of Excellence (CoE), either as a single unit or adjoining rooms with power and maintenance on free of cost in allocated space of JNTUK. Avantel deputes Two Laboratory Assistants and one co-ordinating M/s Avantel chair professor sponsored by M/s Avantel. Center of Excellence will be established and maintained by M/s Avantel limited. The CoE may also be utilized by other UG / PG programmes of ECE Department.
- 6.7 All required laboratories are to be equipped with necessary hardware and software by Avantel in JNTUK and should be maintained by Avantel. These laboratories can become part of CoE established by Avantel.

7. Role and Responsibilities of JNTUK:

JNTUK will work in collaboration with the Avantel team to refine the processes involved for smooth running of the Avantel – JNTUK 2 year M.Tech Course. The JNTUK role includes support for securing all essential clearances and permissions required for implementation of the course. Additionally, JNTUK will handle all associated tasks and processes, including but not limited to the below, for successful completion of the course.

- Student Selection Process for admission in the proposed course
- Mode and scope of teaching the concepts agreed to be taught
- Periodic evaluations and performance standards for the concepts
- Project work and thesis submission processes as per the JNTUK guidelines
- JNTUK will through its Academic Cell, Placement Cell and Alumni Cell, provide Avantel with list of students identified by JNT University, Kakinada with prior Full Time Regular Graduation Degrees in B.Tech. Electronics & Communications OR its equivalent; who are willing to be engaged with

Avantel- JNTU Collaborative 2 Year M.Tech Course as students (at Kakinada) and as interns (either Visakhapatnam or Hyderabad) in any operational location of Avantel for a period of 02 year starting from date of admission till successful completion of the course.

- JNTUK should brand the Collaborative 2 years M.Tech Course
- JNTUK should pool up the interested students for the course
- JNTUK to provide the qualified Teaching Staff during the whole tenure of the course
- JNTUK to Monitor the Students attendance / Academic Evaluations / Provide Lab and any other academic infrastructure as per the need for the smooth running of the course

8. **Joint Responsibility:** To provide a mutually beneficial industry-interface to students at JNT University, Kakinada to facilitate their real-world learning/up-skilling needs while meeting the permanent technical man power requirements of Avantel.

Expenses for patenting of any invention /innovation by the faculty of JNTUK, students of this Programme and experts from Avantel will be borne by Avantel and JNTUK. Income arises out of this process will be jointly shared by JNTUK and Avantel. Student involved will share the income only upon mutually agreed terms of JNTUK and Avantel.

9. **Financial Arrangements (State financial responsibility/arrangements involved):**

- 9.1 No Fee will be charged from the students by Avantel during or after the completion of the Avantel – JNTUK 2-year M.Tech. Course
- 9.2 Course Academic Fee will be decided/charged by JNT University, Kakinada from students for Avantel – JNTU 2-year M.Tech. Course.

A course fee of Rs.50,000 per year shall be paid by the selected students for the M.Tech. Program to JNT University, Kakinada.

10. **Monitoring Committee:**

For the smooth, effective and transparent implementation of the Avantel – JNTUK 2-year M.Tech Course there shall be monitoring committee comprising following persons:

- i) Head of JNTUK or his nominee (Chairman)
- ii) Senior Professor from ECE as subject expert
- iii) Head of the Department of ECE - JNTUK
- iv) A Professor from JNTUK looking after Training and Placements.
- v) M/s AVANTEL Chair Professor
- vi) Vice President - Technical, Avantel
- vii) Vice President – Projects, Avantel
- viii) General Manager – HR, Avantel

The monitoring committee shall meet at least twice in a year and finalize various reports pertaining to implementation of the Course. It should also review the performance of the course, Students Evaluation Process and discuss any other items that are necessary for the smooth implementation of the course.

11. Publications or other benefits out of MoU

11.1 All publications by the students during the course will be co-authored by the students, faculty of JNT University, Kakinada and Avantel. The Monitoring Committee shall review the patentability aspect of any research work carried out under the period of internship which is subject matter of this MoU and decide whether an application for patent can be made or not.

11.2 Avantel and JNTUK will be the joint owners of the intellectual property rights (IPR) arising out of the joint work during the course. The decisions on ownership, licensing, costs, royalties, etc. shall be discussed and made by the Monitoring committee.

12. Waiver (if any)

The waivers by either party of a breach or default of any of the provisions of this MoU by the other party shall not be interpreted as:

12.1 A waiver of any succeeding breach of the same or other provisions or shall any delay or omission on the part of either party to exercise: or

12.2 A way to avail itself of any right, power or privilege that it has or may have under this MoU to operate as a waiver of any breach of default by the other party.

13. Termination of MoU

13.1 Either of the parties may terminate this MoU by written notice to the other party at least **6 (Six) months** ahead however the students who have been admitted till that date should be given an opportunity for completion of the program and recruitment in AVANTEL. The termination of this MoU shall not affect the implementation of activities that have been undertaken prior to such termination, unless agreements pertaining to such activities explicitly provide for such termination by both the parties.

13.2 The MoU shall also stand terminated for any reason such as outcome of legal proceedings, act of state, act of GOD or similar such exigencies beyond the normal control of the party concerned and which would disable any of the parties hereto from functioning further.

14. Amendments to the MoU

No amendments to this MoU shall be valid unless the same is made in writing jointly by both the parties or their authorized representative and specially stating the same to be amended to this MoU.

15. Dispute Resolution

Any dispute arising out of or regarding any aspect of this Agreement shall be settled through mutual consultations and agreements by the parties to the Agreement, any difference, dispute, controversy or claim (the “Dispute”) which may arise between Avantel and JNTUK out of or in relation to or in connection with this MoU, or the breach, termination, effect, validity, interpretation or application of this Agreement or as to the rights, duties or liabilities of the JNTUK, hereunder shall be decided through arbitration by a sole arbitrator to be appointed by mutual consent of both the Parties, in accordance with the Arbitration and Conciliation Act, 1996 or any statutory amendments/modifications thereof. The arbitration award shall be valid, final and binding upon the parties. The venue, place and seat of the arbitration shall be Amaravati. The language of the arbitration and the award shall be English, and the cost of the arbitration shall be jointly borne by the Parties.

16. Jurisdiction

Only the competent courts in Amaravati, State of Andhra Pradesh shall have jurisdiction to entertain the legal proceeding arising out of this MoU

17. Definitions

- a) “Confidential Information” includes, but is not limited to, Company’s Intellectual Property Information, Business Information and Trade Secrets, whether or not reduced to writing or other tangible expression, which Company may disclose to the Receiving Party: provided however that Confidential Information shall not include any information which (i) was already known to the Receiving Party prior to the time-of disclosure by Company as evidenced by written records, (ii) is available or becomes generally available to the public other than through a breach of this Agreement by the Receiving Party, (iii) is acquired or received rightfully and without confidential limitation by the Receiving Party from a third party, or (iv) is independently developed by the Receiving Party without breach of this Agreement, prior to the agreement.
- b) “Intellectual Property Information” includes, but is not limited to, information relating to research and development, discoveries, improvements, presentations, documents, study material, processes, know-how, drawings, blueprints, specifications, samples, prototypes, formulae, notes, patents, copyrights, trademarks, trade names, and patent, trademark and copyright applications,

NOW THEREFORE, in consideration of the above premises JNTUK mutually agree as follows:

1. Protection of Confidential Information

JNTUK agrees to protect the confidential Information in whatever form disclosed.

- a) hold strictly confidential "Confidential" Information and not disclose the Confidential Information to any unauthorized person(s).
- b) comply with all applicable laws and Regulations; and
- c) Not disclose confidential information to a competitor or organizations who are in the same domain and might be a competitor for the products/Services related to Avantel.
- d) Trade secrets shall be maintained.

2. Non-disclosure

In consideration for the receipt of Confidential Information, JNTUK shall hold all Confidential Information in confidence and with the same degree of care it uses to keep its own similar information confidential, but in no event shall it use less than a reasonable degree of care: and shall not, without the prior written consent of Avantel, disclose such information to any person for any reason at any time. JNTUK agrees not to disclose or otherwise reveal to any third party any of the Confidential Information.

The WITNESS WHEREOF both the parties hereto have set their hands, the date and the year herein above mentioned.

For & behalf of Avantel

Witness

- 1. _____
- 2. _____

Name: Vice President
Avantel Limited- Hyderabad

For & behalf of JNT University

Witness

- 1. _____
- 2. _____

Name: Registrar
JNT University, Kakinada