



ఆంధ్ర ప్రదేశ్ సర్కారు

సహాయ వాచకం

Memorandum of Understanding (MOU)

This MOU is entered into at Vijayawada on this the 31ST day of DECEMBER, 2016

By and BETWEEN

Andhra Pradesh State Kapu Welfare and Development Corporation Limited, a Government of Andhra Pradesh Undertaking, registered under the Companies Act 2013, having its registered office at 302, Srinilaya Sagarview Apartments, Somajiguda, Hyderabad represented by Dr R Amarendra Kumar, Managing Director (hereinafter referred to as 'APSKWDCL', which expression shall unless it be repugnant to the context or meaning thereof shall mean and include its successors, affiliates, associates and assigns) shall be the First Part.

AND

Andhra Bank, a body corporate constituted under the Banking Companies (Acquisition and Transfer of Undertakings) Act, 1980 having its HeadOffice at Dr. Pattabhi Bhavan, 5-9-11, Saifabad, Hyderabad represented by Sri K Ranganath, Circle General Manager, Vijayawada (hereinafter referred to as the 'Andhra Bank', which term shall, unless repugnant to the context or meaning hereof, be deemed to mean and include its successors in interest and assigns) of the OTHER PART.

("APSKWDCL" and "ANDHRA BANK" are hereinafter collectively referred to as 'Parties' and individually as 'Party')

Whereas:-

1. APSKWDCL, Government of Andhra Pradesh Undertaking, is introducing the "Chandranna Videshi Vidya Deevena Scheme (2016-17)" for the economically weak Kapu youth in Andhra Pradesh. Under this scheme, a financial assistance of Rs. 10,00,000/- (Rupees Ten Lakh Only) shall be granted to the selected applicants through the prescribed process. This assistance shall be given to 400 students per annum for studying overseas in recognized universities for tuition and living expenses only for the following courses:

- (A) Graduate (only MBBS)
- (B) Post Graduate or Ph.D Courses


MANAGING DIRECTOR
A.P. State Kapu Welfare &


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K. RANGANATH
సీర్కిల్ జనరల్ మేనేజర్

- business of banking and provides a large network of branches across India in the Products to the customers including education loans to students for studying overseas.
3. Assistance provided to students under the Chandranna Videshi Vidya Deevana Scheme will not be sufficient to the tuition fees and living expenses and thus students will have to procure education loans to meet the expenses.
 4. APSKWDCL has expressed desire and willingness to associate with ANDHRA BANK on a non-exclusive basis in financing of loans for the students falling under the purview of Chandranna Videshi Vidya Deevana Scheme.
 5. ANDHRA BANK has agreed to associate with APSKWDCL on a non-exclusive basis to offer financial services to the students under the purview of Chandranna Videshi Vidya Deevana Scheme.
 6. The parties have mutually agreed to make accessible organized financing facilities to the eligible students of Chandranna Videshi Vidya Deevana Scheme across the operational area of ANDHRA BANK branches in Andhra Pradesh on the terms and conditions recorded hereinafter and the loans will be granted solely at the discretion of the bank and as per the loan scheme of ANDHRA BANK.

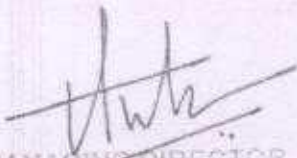
NOW THIS MOU WITNESSETH AS FOLLOWS:

Purpose of MOU:

This MOU sets out the terms and conditions of the arrangement between APSKWDCL and ANDHRA BANK in terms of which ANDHRA BANK may offer financial assistance to eligible students under Chandranna Videshi Vidya Deevana Scheme for studying overseas, as per the Education Loan scheme of ANDHRA BANK in force at the relevant point of time for education loans for overseas studies.

DUTIES AND OBLIGATIONS OF APSKWDCL AND ANDHRA BANK:


1. APSKWDCL has nominated ANDHRA BANK as its preferred financier on non-exclusive basis for financing of loans to the students under Chandranna Videshi Vidya Deevana Scheme for studying overseas. The said preferred status of ANDHRA BANK means working in close coordination with APSKWDCL for timely providing loans to the students in accordance with the overseas education loan schemes of ANDHRA BANK.
2. APSKWDCL will publish the name of ANDHRA BANK as its preferred financier for the loans to students of the scheme and ANDHRA BANK will be entitled to advertise themselves as the preferred financier of the scheme in any of their advertising material which shall be displayed in branches of ANDHRA BANK. All such joint communications involving usage of each other's names would be mutually agreed upon by the parties in writing. In absence of such communication, the same shall be considered as a breach on the part of the party doing such activity.
3. ANDHRA BANK agrees to offer financing facilities to eligible candidates of the Chandranna Videshi Vidya Deevana Scheme (2016-17) at all its branches located in the state of Andhra Pradesh except those that may be specifically excluded with the mutual consent of the parties in writing.


MANAGING DIRECTOR
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Development Corporation Ltd.
VILAYAWADA


के. रंगनाथ
K. RANGANATH
सर्कल महा प्रबंधक
Circle General Manager

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4. ANDHRA BANK shall be at liberty to conduct such credit appraisals as it may consider necessary and will process customers' request within reasonable time frame on receipt of duly completed application forms with the necessary supporting documents required as per Bank's norms as applicable at the relevant point of time.
5. ANDHRA BANK affirms unconditionally that neither APSKWDCL nor its associates shall in any manner, whatsoever, be held responsible or liable, for the financing/banking facilities provided to the customers and for any default in repayment thereof.
6. APSKWDCL or its associates will have no authority to make commitments representations or give warranty on behalf of ANDHRA BANK to any candidate of the scheme. Likewise, ANDHRA BANK or its branches will have no authority to make commitments and/ or give any warranty on behalf of APSKWDCL.
7. Sourcing of loans will be done at ANDHRA BANK branches by the ANDHRA BANK personnel including approval and processing of documentation.
8. **Service Levels:**
 - (a) ANDHRA BANK branches will complete the norms/ documentation as per the rules/ norms/ guidelines of the bank which are applicable at the relevant point of time and disburse the loan amount directly to the authorized dealer by way of Demand Draft/ Pay order/ RTGS/ NEFT.
 - (B) APSKWDCL will provide the list of students and their contact details and other relevant information relating to the student and the university that he/she has been accepted into. This does not include documentation but only the information provided by the student to APSKWDCL.
9. **Sharing of data base:** APSKWDCL and ANDHRA BANK will not share data base of their borrowers with any third party except credit appraisal companies for CIBIL check of FI check. During the course of this MOU either party may come across confidential information relating to the other. Both parties agree to keep such information confidential and not to disclose to any third party without written consent of the other.
10. This MOU shall not create a partnership or a joint venture or agency between the parties and nothing herein gives the other party the authority to enter into any agreement or make any representation or warranty on behalf of the other party or otherwise bind thereby in any way.
11. It is agreed between the parties that this MOU entered into between them is strictly on a principal to principal basis. No relationship of employer and employee is created between APSKWDCL and ANDHRA BANK and / or any personnel engaged by agency to perform the services in any manner whatsoever.
12. This MOU is valid for initial period of one year from the date of executing of this MOU. However, both APSKWDCL and ANDHRA BANK will have the right to terminate this MOU by giving other party a clear notice in writing of 30 days. Notwithstanding anything contained herein the parties to this understanding reserves their right to terminate this MOU forthwith in case of breach by other party.
13. The conditions set forth herein can be modified by mutual consent of ANDHRA BANK and APSKWDCL in writing.
14. **Waiver:** - Failure of either party at any time to require performance of any provision of this MOU shall not affect the right to full performance thereof at any time thereafter and the waiver by any party of a breach of any provision shall not be taken to be a waiver of any subsequent breach thereof or as nullifying the effectiveness of such provision.


MANAGING DIRECTOR
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15. **Severability:-** If any part or provision of this MOU not being of a fundamental nature is held illegal or unenforceable, the validity of enforceability of the remainder of this MOU shall not be affected if such part term or provision of this MOU is severable from the rest of this MOU without altering the essence of this MOU. If such part, term or provision is not so severable, then the whole of this MOU shall stand terminated, unless the parties thereupon negotiate in good faith in order to agree to the terms of a mutually satisfactory provision, achieving as early as possible the same commercial effect, to be substituted for the provision so found to be invalid, illegal or unenforceable.

GOVERNING LAW, JURISDICTION AND DISPUTE RESOLUTION:-

16. Disputes if any arising between the parties out of this agreement shall be settled by way of mutual discussion and in case an amicable settlement is not reached, this agreement shall be subject to the jurisdiction of the courts situated at Hyderabad, and governed in accordance with the Laws of India.

17. **NON EXCLUSIVITY CLAUSE:-**

This agreement between the parties is on a non-exclusive basis and either party hereto may enter into similar arrangement(s) with other parties/Banks, as the case may be.

18. **CONFIDENTIALITY AND NON-DISCLOSURE:**

APSKWDCL agrees and undertakes to keep the confidential information and materials pertaining to ANDHRA BANK and received by it as confidential, and that it shall allow limited access of such confidential information and material only to its Directors, Partners, advisers, agents or employees, only to extent as is required for performance of the services as mentioned in this agreement and APSKWDCL further promises to bind each of its directors, employees so involved by entering into separate confidentiality agreements with them for protecting the confidential information and materials pertaining to ANDHRA BANK for the loss caused/suffered by ANDHRA BANK due to the unauthorized disclosure of the confidential information by APSKWDCL, its employees etc.

Confidential material shall mean all tangible materials containing confidential information without limitation written or printed documents and computer disks or tapes whether machine or user readable, any information designated by ANDHRA BANK as confidential information. This Confidentiality clause shall survive the termination of the agreement.

19. Both the parties agree and understand that this Memorandum of Understanding is concluded solely, to record the parties intentions of strengthening mutual co-operation and that this MOU shall in no way be construed as being legally binding or enforceable with the exception of the obligation of confidentiality set forth above. This MOU does not give rise to any rights or obligations on each or any of the parties.
20. Both the parties agree that Bank may not sanction loans to every applicant referred by **APSKWDCL. Bank shall process the application as per Bank rules and sanction the loans only if the applicant is found suitable and fits into the rules.**


MANAGING DIRECTOR
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VJIYAWADA

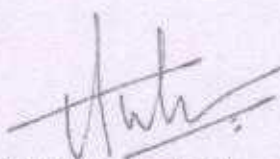


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Circle General Manager

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21. Notices:- The address for services of all notices on the parties to the MOU is as under.
Address of APSKWDCCL: 302, Srinilaya Sagarview Appartments, Somajiguda,
Hyderabad, 500082, Telangana

Address of ANDHRA BANK: Andhra Bank, Head Office, Dr. Pattabhi Bhavan, 5-9-11,
Saifabad, Hyderabad, Telangana, 500004.

The parties to the MOU undertake to intimate each other, any change in their address within a reasonable period. In affirmation, the parties duly authorized to execute this MOU hereto have signed, sealed and delivered this Memorandum of Understanding on the day first herein above written by the within – named parties

For APSKWDCCL	FOR ANDHRA BANK
 Dr R Amarendra Kumar MANaging Director A.P. State Kapu Welfare & Development Corporation Ltd. VJAYAWADA	 K Ranganath Circle General Manager <div style="border: 1px solid black; padding: 2px; display: inline-block;">के. रंगनाथ K. RANGANATH सर्कल महा प्रबंधक Circle General Manager</div>

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