

Memorandum of Understanding

This **Memorandum of Understanding** (hereinafter called as the MoU) is entered into on this the Twenty Seven December Two Thousand Twenty One (27/12/2021) at Bangalore by and between **Cadmaxx Solutions Pvt Ltd**, a Company incorporated under the laws of India and having its office at No. 2095, 5th Main, 9th Cross, RPC Layout, Vijayanagar, Bengaluru – 560104 and represented herein by its **General Manager, Shri. Dodda Basappa V**, (hereinafter referred to as "First Party")

AND

Jawaharlal Nehru National College of Engineering and having its registered office at Savalanga Road, Navule, Shivamogga and represented by its **Placement Officer Dr.Suresh**, (Hereafter referred to as "Second Party")

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

WHEREAS:

- First Party has been engaged in Education, Training, Staffing and Manufacturing Activities.
- The First Party is undertaking projects in association with National Skill Development Corporation, MoRD, Karnataka Skill Development Corporation and various State Skill Development Mission's for providing vocational / employable skills training to youth from various sections of society, for obtaining jobs in the industrial / service sector.
- 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 / Organisations / Agencies that have suitable infrastructure for conducting such Training Programme.
- The Second Party is interested to partner with the First Party in this initiative of Skill Development Programme by way of providing Infrastructure and other Facilitating Support, and has confirmed its acceptance to enter into this MOU with the First Party.

Principal
Jawaharlal Nehru New
College of Engineering (JNNCE)
Shivamogga.

Cadmaxx Solutions Pvt. Ltd.,

2095, 5th Main, 9th Cross, R.P.C. Layout, Vijayanagar,
Bangalore-560 104. Ph : +91-80-41270467 / 23146151
www.cadmaxx.com CIN : U28100KA2010PTC055937



- e. The Second Party understands that the training will be provided to the final year B.E/M.Tech/BCA/ B.Sc/ MCA/ M.Sc graduate students, and it has no objection to permit them / allowing them to use the proposed and the common infrastructure in the building.
- f. The Parties desire to structure a relationship and enter into this MOU 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

PURPOSE

- 1.1 The purpose of this MOU is to establish business relationship between the Parties for establishing Skill Training Center for imparting Talent Acquisition Programme/ 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. The Trades / Job Roles are subject to change from time to time based on the project / market demand.

CLAUSE 2

RESPONSIBILITIES / OBLIGATIONS OF THE SECOND PARTY

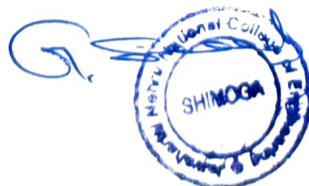
- 2.1 **Second Party** shall be responsible for:
 - a. Providing the necessary Infrastructure as per the Scheme guidelines including but not limited to Classrooms, Lab Rooms with Computers, Common Area, Toilets, Power Backup, UPS power to IT equipment's, CCTVs in all the rooms and corridors, ACs in all the rooms, access to cafeteria etc., however the First Party shall provide Course Specific Equipment's / Tools / Hardware / Devices.
 - b. Nominate a single point of contact for managing the day to day operations and coordination.

CLAUSE 3

MODIFICATION

- 3.1 This MOU may be modified, through a written document signed by duly authorized representatives of both the Parties.

Principal
Jawahar Lal Nehru New
College of Engineering (JNNCE)
Shivamogga.



CLAUSE 4

DISPUTE RESOLUTION

- 4.1 Any and all differences and disputes whatsoever arising between the Parties concerning the interpretation or implementation of this MOU or in relation to the subject matter contained in this MOU 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.
- 4.2 It is also agreed by both the parties that the Courts at Bangalore District alone will have the Jurisdiction.

CLAUSE 5

COMPLIANCE WITH LAWS

- 5.1 The **Second Party**
- Strictly comply with all Applicable Law, rules, regulations and Governmental orders, now or hereafter in effect, relating to its performance of this MOU.
 - 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 6

FORCE MAJEURE

- 6.1 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 MOU or complying with any conditions required by the other Party under this MOU 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 MOU 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. In such a case the affected Party shall notify the other Party of the occurrence of such Force Majeure Event and should as a consequence, the performance under this MOU be prevented for a period longer than 30 days, then the other Party shall have the right to terminate this MOU.

*Jawahar Lal Nehru New
College of Engineering (NICE)
Shivamogga.*



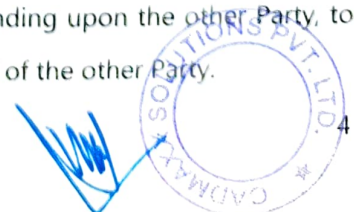
CLAUSE 7
TERM AND TERMINATION

- 7.1 This MOU will be valid for a period of 1 year 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 MOU. Any act on the part of Second Party or First Party, after termination of this MOU by way of communication, correspondence etc., shall not be construed as an extension of this MOU
- 7.2 Termination by First Party: First Party may terminate this MOU 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 MOU, 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
 - c. If, as the result of Force Majeure Event, the Second Party is unable to perform a material portion of its obligations for a period not less than sixty days.
- 7.3 Termination by Second party: Second Party may terminate this MOU 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 MOU within 60 days after receiving written notice from the Second Party that such payment is overdue: or
- 7.4 The termination of this MOU shall not prejudice or affect in anyway, the rights and benefits accrued, or liabilities and duties imposed on the Parties of this MOU.

CLAUSE 8
RELATIONSHIP BETWEEN THE PARTIES

- 8.1 It is expressly agreed that **First Party** and **Second Party** 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 MOUs 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.

Principal
Shivamodh
College of Engg. & Tech. (INNET)
Shivamodh



CLAUSE 9

NOTICES

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

If to **First Party**:

Name: Dodda Basappa V

Designation: General Manager

Address with contact details: Cadmaxx Solutions Pvt Ltd

Mob: 9900162008

If to **Second Party**:

Name: Dr Suresh

Designation: **Placement Officer**

Address with contact details: Jawaharlal Nehru National College of Engineering,
Savalanga Road, Navule, Shivamogga, Karnataka 577204

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

- a. 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 MOU of such Party that this MOU accurately summarizes its understanding with respect to the subject matter hereof

Signed for and on behalf of
Cadmaxx Solutions Pvt Ltd



Name: Dodda Basappa V

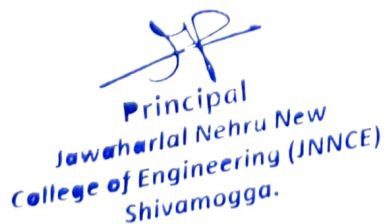
Designation: General Manager

Signed for and on behalf of
**Jawaharlal Nehru National College of
Engineering,**



Name: Dr. Suresh

Designation: Placement Officer



Principal
Jawaharlal Nehru New
College of Engineering (JNNCE)
Shivamogga.

Witness:

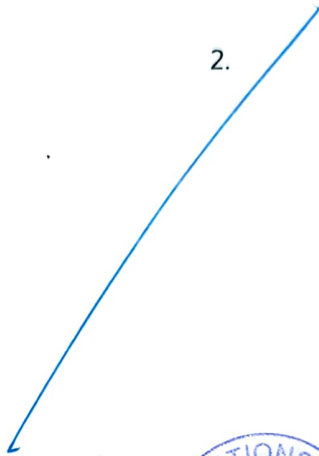
1.


2.

Witness:

1.

2.





Principal
Jawaharlal Nehru New
College of Engineering (JNCE)
Shivamogga.

Annexure 1

- Two Classrooms each with adequate seating and teaching aids for 30 candidates
- Office Space for staff members (Trainers, Project coordinator etc.,)
- Two Computer labs each with 30 computers of latest configuration, chairs, LAN connectivity etc
- Common areas like corridors, staircase, playground, seminar hall etc.,




Principal
Jawahar Education National College
College of Engineering (UNNICE)
Shimoga.

Annexure II

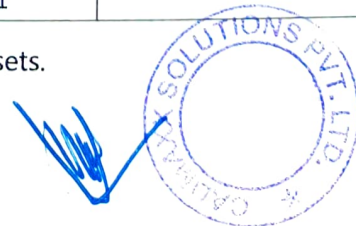
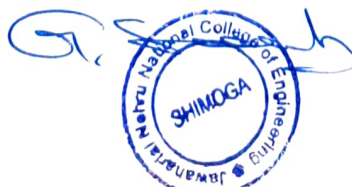
Training Infra to be provided by Second Party

S#	Requirement	Description	Qty
1.	Classroom	2 for classroom and 1 for office	3
2.	Computer lab	30 capacity for each lab	2

Training Centre: (For 60 Capacity)

S#	Location	Description	Qty	Remarks
1	Training Centre	Candidate chairs	60	
2	Training Centre	Writing boards	2	
3	Training Centre	Trainer tables	2	
4	Training Centre	Trainer chairs	2	
5	Training Centre	Projectors	2	
6	Training Centre	CCTV with mic	5	Classroom, Lab and Staff Area
7	Training Centre	Lights (1 for every 100 SFT)	20	
8	Training Centre	Ceiling fans (1 for every 150 Sft)	10	
9	Training Centre	Candidate chairs for IT Lab	60	
10	Training Centre	Computers	60	
11	Training Centre	Computer tables	60	
12	Training Centre	LAN connection	60	
13	Training Centre	Domain software's (SSC)	60	Cadmaxx responsibility
14	Training Centre	Office Tables	5	
15	Training Centre	Office chairs	5	
16	Training Centre	Printers	1	
17	Training Centre	Scanner	1	
18	Training Centre	Fire extinguishers	2	
19	Training Centre	First aid kits	2	
20	Training Centre	RO water purifier	1	
21	Training Centre	Office computers	2	
22	Training Centre	Internet connections	2	
23	Training Centre	CCTV DVR- Capacity as per SOP	6TB	
24	Training Centre	CCTV - external HD for backup	1	
25	Training Centre	AEBAS Biometric	1	Cadmaxx responsibility
26	Training Centre	CCTV monitor	1	
27	Training Centre	Power backup- as per SOP	1	

Addendum: The Second Party will have insurance for all its assets.



Breakup of Infra: Academic Campus:**Classrooms:**

Description	Classroom1	Classroom2
Whiteboard	1	1
Faculty table	1	1
Faculty chair	1	1
Lights	3	3
Fans	3	3
Power backup connection	Yes	Yes
Projector	1	1
Candidates desk/chair	30	30

Labs:

Description	Computer lab1	Computer lab2
Whiteboard	1	1
Faculty table	1	1
Faculty chair	1	1
Lights	3	3
Fans	3	3
Power backup connection	Yes	Yes
Projector	1	0
Computer table	30	30
Candidate chair for computer	30	30
Computers	30	30
Internet connected computers	30	30

Common Area:

Common area	Numbers	Remarks
Staff Tables	4	
Staff chairs	4	
Power backup	Yes	
Lights	2	
Fans	2	
Printer cum scanner	1	
Fire extinguisher	2	
Office computer	2	
Internet connection	2	



Principal

Jawaharlal Nehru New
College of Engineering (JNNCE)
Shivamogga.



This Memorandum of Understanding (herein after called as MOU), agreement will be made from 15.03.2021 to 14.03.2026 between


Jawaharlal Nehru National College of Engineering, Navule, Shimoga, Karnataka- 577 204, herein referred to as FIRST PARTY

AND

Construction Management Training Institute, # 177/1, 4thFloor, 7thBMain Road, Above Menaka Cards, Near NMKRV Women's College, 3rd Block, Jayanagar, Bengaluru – 560011, herein referred to as SECOND PARTY

Now this agreement witness as follows;

1. The FIRST PARTY is **Jawaharlal Nehru National College of Engineering, Shimoga** which is a higher education technical institute, approved by AICTE, affiliated to Vishweshwarayya Technology University, Belagavi, to conduct the technical programs at the college site of <http://jnncce.ac.in/>
2. The SECOND PARTY is **Construction Management Training Institute** situated at Jayanagar, Bengaluru – 560011, is into providing employment based value added certified courses for Civil Engineers & Construction professionals for more details <https://www.cmti.co.in/>
3. Both the parties have the common interest of training the students and making them industry ready by the time they come out of the institution. Both the parties believe that close cooperation between the two would be of major benefit to the student community to enhance their skills and knowledge.
4. The FIRST PARTY shall be providing the infrastructure and other facilities to conduct online trainings seminars, workshops, offline training programs, Practical Trainings
5. The SECOND PARTY shall provide assistance in organizing field visits, training the students in various fields, Internships, student projects and any other related programs related to Placements assistance. Second party intended to support with resources from Industries and project works guidance and education on Green Buildings.
6. The SECOND PARTY shall support in conducting technical seminars, workshops and conferences etc., organized by the first party on various topics related to industry requirements.
7. The SECOND PARTY shall be assisting the students for the placements / Internships / Projects /Entrepreneurship skills.
8. The SECOND PARTY shall help the First Party to develop the consultancy in the department of civil engineering.
9. This agreement shall come into effect from 15.03.2021


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College of Engineering (JNNCCE)
Shivamogga.


S.G. Mahesh


10. The duration of this MOU shall be for period of 5 (FIVE) years from the date of effect, i.e., from 15.03.2021 to 14.03.2026 If not renewed or amended in writing the same shall be considered as expired or terminated.

11. Any alteration, addition or modification in this MOU shall be in writing and signed by both the parties.

12. Any notice, request or other communication required or permitted to be given or made under this agreement to FIRST PARTY or SECOND PARTY, shall be in writing. Such notice or request shall have been given or made when it shall have been delivered by hand, mail with a copy by facsimile to the party to which it is addressed at such party's address specified below or at such other address as such party shall have designed by notice to the party for giving such notice or making such request.

13. The parties hereto acting themselves or through representatives duly authorized, have caused this agreement to be signed in their respective names as of the day & year written above.

AUTHORISED SIGNATORIES

*for G. Sashidhar
11/03/21*

Dr. Shashidhar K. Kudari

Principal

Jawaharlal Nehru National College
of Engineering
Shimoga – 577 204.

S. G. Ashokkumar

Er.S G Ashokkumar

Founder & CEO

Construction Management Training Institute,
Jayanagar 3rd Block,
Bengaluru - 560011



Dr. Karthik B.S

Associate Prof & HOD of the Department Civil
Jawaharlal Nehru National College
of Engineering
Shimoga –577 204.

K.P.
Principal
Jawaharlal Nehru New
College of Engineering (JNCE)
Shivamogga.



Jawaharlal Nehru National College of Engineering

(Approved by A.I.C.T.E., Affiliated to Visvesvaraya Technological University)

Navule, SHIVAMOGGA-577 204, Karnataka

ಜವಾಹರ್‌ಲಾಲ್ ನೆಹರು ರಾಷ್ಟ್ರೀಯ ತಾಂತ್ರಿಕ ಮಹಾವಿದ್ಯಾಲಯ, ಶಿವಮೊಗ್ಗ

(ಎ.ಐ.ಸಿ.ಟಿ.ಇ.ಯಿಂದ ಅನುಮೋದನೆ ಪಡೆದಿದೆ ಮತ್ತು ವಿಶ್ವೇಶ್ವರಯ್ಯ ತಾಂತ್ರಿಕ ವಿಶ್ವವಿದ್ಯಾಲಯದ ಪಾಸ್ಕೆ ಪಡೆದಿದೆ)

Ref. No. : JNNCE/

SERVICE AGREEMENT

This **SERVICE AGREEMENT** is made and entered into this 14th February 2019.

BY AND BETWEEN

Conduira Education & Training Services Private Limited, a company incorporated under the [Indian] Companies Act, 1956, having its registered office at Vaibhav Enclave, Plot- 83, Arunodaya Complex, 1-98/7/3, Madhapur, Hyderabad - 500 081 (hereinafter referred to as 'CETS', which expression shall, unless repugnant to the context or meaning thereof, mean and include its successors and assigns) of the FIRST PART;


AND

Jawaharlal Nehru National College of Engineering, Shimoga organized under the Indian Laws having its principal place of business at Savalanga road, Navule, Shivamogga, Karnataka 577204, INDIA (hereinafter referred to as 'Member', which expression shall, unless repugnant to the context or meaning thereof, mean and include its successors and permitted assigns) of the SECOND PART.

(CETS and Member are hereinafter collectively referred to as "the Parties" and severally as "Party")
WHEREAS CETS is inter alia in the business of providing e-learning solutions and is responsible for the functioning of its websites www.conduira.com and www.conduiraonline.com.

WHEREAS Member is in the business of 'Education Provider' and is desirous of taking service from CETS as described here under, on the terms agreed and contained herein;

WHEREAS the Parties intend to facilitate CETS's e-learning solution


Principal
Jawaharlal Nehru New
College of Engineering (JNNCE)
Shivamogga.

01

NOW, THEREFORE, IN CONSIDERATION OF THE PROMISES AND THE MUTUAL COVENANTS, AGREEMENT HEREINAFTER SET FORTH, THE PARTIES INTENDING TO BE LEGALLY BOUND, HEREBY AGREE AS FOLLOWS:

1. SERVICE DETAILS:

The details of the service that Member has agreed to take from CETS are as follows ("Service"):

Member Name:	Jawaharlal Nehru National College of Engineering, Shimoga
GST No:	
PAN No:	AAABN0155B
Service:	Access to CETS' conduiraonline.com services as elaborated below
Start Date :	20/02/2019
End Date :	19/08/2020
Number of Logins	Total number of registration

Item#	Year	Price	Product & Features Included
1.	2020 Pass outs batch	500	Attached herein as Annexure A


Price of Service (per login)	Rs. 500
Total Invoice value (inclusive of all taxes for No. logins)	-

*in case of any increase in the number of logins, the total value of invoice would be computed by CETS at the above agreed price of service per login, for the final number of logins provided by CETS.

2. PRICE:

In consideration of the Service as per Clause 1 above, the Member agrees to pay to CETS the amount as agreed in Clause 4 (a) below. This pricing applies to the current service offering only and may be subject to revision for subsequent transactions.




Principal
Jawaharlal Nehru New
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Shivamogga.

3. TERM:

As mentioned in Annexure A

4. PAYMENT TERMS:

(a) The Member shall pay the Total Price to CETS, as per the following payment schedule:

Payment Due Date 15 th March 2019	Amount Payable
	As per No. of Registration

(All payments to be made in favor of "Conduira Education & Training Services Private Limited")

(b) An invoice for the Total Price will be issued by CETS to the Member within 7 days of signing of this Agreement. This would be sent to the above-mentioned address unless otherwise a different address for billing is specified by Member under section "Member's Address for Invoicing/Correspondence" herein below and shall be payable as per the aforesaid payment terms. All invoices are payable to CETS in full, on or before the due date of the invoice as per the said payment terms. In the event any payment is not made within the said period, CETS shall, without prejudice to its other rights under this Agreement or in law, have the right to terminate this Agreement and / or deactivate Member's account without any liability to Member.

Member's Address for Invoicing / Correspondence:


Jawaharlal Nehru National College of Engineering.

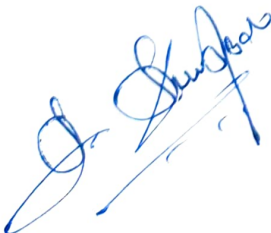
JNNCE, Navule, Shimoga- 577 204 Karnataka

Contact Name: Dr. H.R. Mahadevaswamy

Email: principal@jnnce.ac.in

Tel- 98440 72512


Principal
Jawaharlal Nehru New
College of Engineering (JNNCE)
Shivamogga.



5. IMPLEMENTATION AND TRAINING:

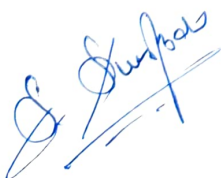
- (a) CETS may either through its officials or authorized representative formally visit the Member's office premises for implementation and / or for any other service purpose.
- (b) CETS would provide the necessary training for the moderators selected by the Member for successful implementation of the Service at the start of the program. This training would include how to manage moderator and student logins, manage the workflow, and escalate issues to CETS as detailed in Clause 7(i).


6. CETS' OBLIGATION:

- (a) To provide online customized platform to the Member on www.conduiraonline.com (Website)
- (b) To assist Member for online implementation of e-learning solution for registered users as per the agreed Day Plan.
- (c) Provide the following assistance to Member on issues raised as per Clause 7 (i) related to the implementation of e-learning solutions.
 - (i) Acknowledge the messages related to problem within 12 working-hours of their receipt from the Members
 - (ii) Address the Member's issues within 48 working-hours of the above acknowledgment

7. MEMBER'S OBLIGATION:

- (a) Shall provide CETS the name of its authorized representative who shall serve as single point of contact with CETS.
- (b) Shall provide the information sought by CETS in requisite format of all users in the Admin Module of www.conduiraonline.com to provide login facility to the members.
- (c) Shall be responsible for appropriate use of the Services subscribed under this Agreement, and Terms & Conditions mentioned in www.conduiraonline.com.
- (d) Undertakes that the Services subscribed by it under this Agreement is solely for the purpose of its proper appropriation to the users and/or candidates (its own students as




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Jawaharlal Nehru New
College of Engineering (JNCE)
Shivamogga.

indicated by this agreement) and not for its commercial use / purpose.



- (e) Undertakes that there would be no unauthorized/fraudulent use of user content: Member shall ensure the usage of content for lawful purposes and only for the purposes as permitted under the scope of this Agreement. Promotion of any illegal activity or marketing of products and other service purposes or spamming of the content by it except for the facilitation of services under this Agreement is prohibited. CETS shall have the sole right to decide as to what constitutes as a breach of these requirements by Member.
- (f) Member shall raise any operational issue hindering the implementation of the Service to CETS in writing using the "Help" section available in the website.


8. OTHER TERMS:

- (a) Member shall share details of students selected by various companies, along with the companies selected to. This information will be kept confidential by CETS and will be used for analytics and improving the algorithms for future batches. CETS would refrain from sharing this information with any third party without a written authorization from the member.
- (b) CETS can send notification regarding its other products to the member's students in this platform.
- (c) CETS can seek student and Member's feedback/ testimonials from time-to-time and the same can be used by CETS for its branding purpose, under intimation to the member.



IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized representatives in one or more counterparts, each of which shall constitute an original effective as of the day and year set forth above.

SIGNED ON BEHALF OF THE MEMBER:	SIGNED ON BEHALF OF CETS:
Name: Dr. H. R. Mahadevaswamy	Name: Mr. Sumanth Palepu S. SURESH BABU
Title / Designation: Principal	Designation: Chief Marketing Officer (CMO) Regional Head
College: Jawaharlal Nehru National College of Engineering, Shimoga	Phone: 9666003735 7993309771
Address: JNNCE, Savalanga Road, Navule, Shivamogga	Email: sumanth.palepu@conduira.com
City & Pin Code: Shimoga-577 204	For Conduira Education & Training Services Pvt. Ltd  Authorized Signatory
Email: principal@jnnce.ac.in	
Phone: +91-8182-276707	
Fax:	
Signature: 	


Principal
Jawaharlal Nehru New
College of Engineering (JNNCE)
Shivamogga.

Annexure-A

Program Details	Program CRT Complete, C&Java
Target Year	3 rd Year
Learning Content	100+ Hours
Chapter Tests (10 Questions, 20-30mins minutes per test)	320+
Level-wise Programming Tasks/ Assignments	220+
Diagnostic Test	1
Company Based Tests	36 (6 FLT's To be chosen from the list of companies as per college requirement)
Live Online Sessions, Performance Review Sessions & Workshops	To be provided right through the program at regular intervals
Smart Analytics & Personalized Recommendations	Yes
Programming-skill based Analysis	Yes
Virtual Compiler	Yes
Doubt Clarification Mechanism	Yes
All- India Percentiles & Benchmarking across every Test & for each Topic	Yes
Vocab Prep App (Exclusive Vocabulary Building Mobile App)	Yes
College- Admin Portal Student Performance Reports to help college track & focus on students who need Improvement	Yes
Study- Plan customized to College Schedule	Complete Learning & Testing schedule customized to college requirements
Validity	18 Months

S. Suresh

[Signature]
Principal
[illegible text]

Conduira Education & Training Services Pvt. Ltd.

Hyderabad

First Floor, Bhavani Brij
Plot No. 1-90/B/D/8/A
Madhapur
Hyderabad -500 081

+91-40-42000123

Visakhapatnam

48-3-26
Sri Nagar
Rama Talkies
Visakhapatnam -530 016

+91-891-6677788

www.conduira.com

www.conduiraonline.com

SERVICE AGREEMENT

This **SERVICE AGREEMENT** is made and entered into this **05 December, 2020**.

BY AND BETWEEN


Conduira Education & Training Services Private Limited, a company incorporated under the [Indian] Companies Act, 1956, having its registered office at H.No:1-90/b/d/8/a, First Floor, Bhavani Brij, Vittal Rao Nagar, Madhapur, Hyderabad, Telangana 500081 - 500 081 (hereinafter referred to as 'CETS', which expression shall, unless repugnant to the context or meaning thereof, mean and include its successors and assigns) of the FIRST PART;

AND

Jawaharlal Nehru National College of Engineering, organized under the Indian Laws having its principal place of business at Savalanga Road, Navule, Shivamogga, Karnataka 577204, **INDIA** (hereinafter referred to as 'Member', which expression shall, unless repugnant to the context or meaning thereof, mean and include its successors and permitted assigns) of the SECOND PART.

(CETS and Member are hereinafter collectively referred to as "the Parties" and severally as "Party")

WHEREAS CETS is inter alia in the business of providing e-learning solutions and is responsible for the functioning of its websites www.conduira.com and www.conduiraonline.com


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College of Engineering (JNNCE)
Shivamogga.



WHEREAS Member is in the business of 'Education Provider' and is desirous of taking service from CETS as described here under, on the terms agreed and contained herein;

WHEREAS the Parties intend to facilitate CETS's e-learning solution

NOW, THEREFORE, IN CONSIDERATION OF THE PROMISES AND THE MUTUAL COVENANTS, AGREEMENT HEREINAFTER SET FORTH, THE PARTIES INTENDING TO BE LEGALLY BOUND, HEREBY AGREE AS FOLLOWS:

1. SERVICE DETAILS:

Attached herein as Annexure A

2. PRICE:

In consideration of the Service as per Clause 1 above, the Member agrees to pay to CETS the amount as agreed in Clause 4 (a) below. This pricing applies to the current service offering only and may be subject to revision for subsequent transactions.

3. TERM:

As mentioned in Annexure A

4. PAYMENT TERMS:

(a) The Member shall pay the Total Price to CETS, as per the following payment schedule:

Payment Due Date	Value of Service	Total Amount Payable Including GST
30-1-2021	Rs. 3,37,000	Rs. 3,37,000

(All payments to be made in favor of "Conduira Education & Training Services Private Limited")

(b) An invoice for the Total Price will be issued by CETS to the Member within a stipulated time of signing of this Agreement. This would be sent to the above-mentioned address unless otherwise a different address for billing is specified by Member under section

"Member's Address for Invoicing/Correspondence" herein below and shall be payable as per the aforesaid payment terms. All invoices are payable to CETS in full, on or before the due date of the invoice as per the said payment terms. In the event any payment is not made within the said period, CETS shall, without prejudice to its other rights under this Agreement or in law, have the right to terminate this Agreement and / or deactivate Member's account without any liability to Member.

Member's Address for Invoicing / Correspondence:

Jawaharlal Nehru National College of Engineering
Savalanga Road, Navule, Shivamogga, Karnataka 577204

Contact Name: Mr. Suresh G

Email: placement@jnnc.ac.in

Tel- 9844072512

5. IMPLEMENTATION AND TRAINING:

- (a) CETS may either through its officials or authorized representative formally visit the Member's office premises for implementation and / or for any other service purpose.
- (b) CETS would provide the necessary training for the moderators selected by the Member for successful implementation of the Service at the start of the program. This training would include how to manage moderator and student logins, manage the workflow, and escalate issues to CETS as detailed in Clause 7(i).

6. CETS' OBLIGATION:

- (a) To provide online customized platform to the Member on www.conduiraonline.com
(Website)
- (b) To assist Member for online implementation of e-learning solution for registered users as per the agreed Day Plan.
- (c) Provide the following assistance to Member on issues raised as per Clause 7 (i) related to the implementation of e-learning solutions.
 - (i) Acknowledge the messages related to problem within 12 working-hours of their receipt from the Members
 - (ii) Address the Member's issues within 48 working-hours of the above acknowledgment


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7. MEMBER'S OBLIGATION:


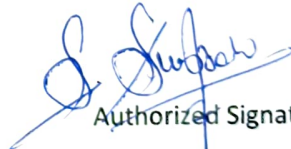
- (a) Shall provide CETS the name of its authorized representative who shall serve as single point of contact with CETS.
- (b) Shall provide the information sought by CETS in requisite format of all users in the Admin Module of **www.conduiraonline.com** to provide login facility to the members.
- (c) Shall be responsible for appropriate use of the Services subscribed under this Agreement, and Terms & Conditions mentioned in **www.conduiraonline.com**.
- (d) Undertakes that the Services subscribed by it under this Agreement is solely for the purpose of its proper appropriation to the users and/or candidates (its own students as indicated by this agreement) and not for its commercial use / purpose.
- (e) Undertakes that there would be no unauthorized/fraudulent use of user content: Member shall ensure the usage of content for lawful purposes and only for the purposes as permitted under the scope of this Agreement. Promotion of any illegal activity or marketing of products and other service purposes or spamming of the content by it except for the facilitation of services under this Agreement is prohibited. CETS shall have the sole right to decide as to what constitutes as a breach of these requirements by Member.
- (f) Member shall raise any operational issue hindering the implementation of the Service to CETS in writing using the "Help" section available in the website.

8. OTHER TERMS:


- (a) Member shall share details of students selected by various companies, along with the companies selected to. This information will be kept confidential by CETS and will be used for analytics and improving the algorithms for future batches. CETS would refrain from sharing this information with any third party without a written authorization from the member.
- (b) CETS can send notification regarding its other products to the member's students in this platform.
- (c) CETS can seek student and Member's feedback/ testimonials from time-to-time and the same can be used by CETS for its branding purpose.


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IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized representatives in one or more counterparts, each of which shall constitute an original effective as of the day and year set forth above.

SIGNED ON BEHALF OF THE MEMBER:	SIGNED ON BEHALF OF CETS:
Name: Dr. C. SRIKANT	Name: Suresh Sanapala
Title / Designation: HOD - T & P	Designation: Regional Head- Marketing
College: Jawaharlal Nehru National College of Engineering	Phone: 7993309771
Address: Savalanga Road, Navule, Shivamogga, Karnataka	Email: suresh.sanapala@conduira.com
City & Pin Code: 577204	For Conduira Education & Training Services Pvt. Ltd
Email: hod_placement@jnncce.ac.in placement@jnncce.ac.in	
Phone: 9886748944 Dr. C. Srikanth	
Fax: 9844072512 Mr. Suresh. G	
Signature:  Professor - MBA & HOD (Training & Placement) J.N.N. College of Engineering Navule, Savalanga Road, Shivamogga - 577 204.	 Authorized Signatory





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Shivamogga.



Annexure A

Stage: cumulative of the following batches

S.no	Course	Number of Logins	Price Per Login	Duration	Total Price
1.	Employability Prep Final Year Long Term	450	Rs. 750 (Incl. of All Taxes)	31 st March 2022	Rs. 3,37,500

Note: Total Invoice would be raised as per the actual logins created by students


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 **Conduira**  **online**

Annexure B– Course Coverage

Learning Experiences Topics Coverages

Following is the list of Topics that a student can Learn & Practice with the support of Learning Experiences.

Subject	Topic Coverage
English Language	Parts of Speech
	Nouns
	Verbs & Tense
	Prepositions
	Pronouns
	Subject Verb Agreement
	Adjectives & Adverbs
	Determiners - Articles & Demonstratives
	Sentence Structures & Punctuation
	Sentence Jumbles
	Everyday Words
	Familiar Words
	Less Frequent Words
	Rare Words
	Strange Words
	Text Completions & Cloze
	Analogies
	Understanding Paragraphs & Passages
	Comprehension of Simple Passages
	Comprehension of Complex Passages
	Paragraph Jumbles
	Sentence & Paragraph Completions
	Paragraph Summaries
Quantitative Aptitude	Speed Math
	Ratio & Proportion
	Percentages
	Averages & Mixtures
	Profit & Loss
	Simple & Compound Interest
	Time, Speed & Distance
	Time & Work
	Number Systems
	Base Systems
	Factors & Multiples
	LCM & HCF
	Exponents & Indices
	Surds
	Logarithms
	Set Theory
Number Puzzles	

	Algebraic Expressions
	Problem solving using Equations
	Quadratic Expressions & Polynomials
	Functions & Graphs
	Progressions and Series
	Inequalities
	Coordinate Geometry
	Lines & Angles
	Triangles
	Quadrilaterals & Polygons
	Circles
	Mensuration
	Trigonometry
	Permutations & Combinations
	Probability
	Statistical Methods
	Data Interpretation
	Blood Relations
	Directions
	Series & Missing Terms
	Coding & De-coding
	Clocks
	Calendars
	Cubes
	Dice
	Comparisons
	Ranks & Positions
	Counting & Data Arrangements
	Sequential Output Tracing
	Reasoning Analogies
	Classifications & Odd-Man Out
	Eligibility & Selection Criteria
	Table based Puzzles
	Linear Arrangement Based Puzzles
	Circular Arrangement Based Puzzles
	Selection based Puzzles
	Sports & Tournament based Puzzles
	Grids & Network based Puzzles
	Truth & Lie based Puzzles
	Non-Verbal Reasoning
	Logical Deduction & Syllogisms
	Logical Consistency
	Argument & Assumption
	Cause, Effect, Conclusion & Inference
	Decision Making
	Everyday terms
	Everyday Applications
	Important Commands



Reasoning Aptitude

Programming & Coding Skills	Binary Operations
	Evaluating Expressions
	Types of Programming Languages
	Data Types, Key words and Operators
	Branching statements
	Looping statements
	Scope and Extent
	Procedural Programming
	Object-Oriented Programming
	Arrays, Lists and Tuples
	Strings
	Regular Expressions
	File I/O
	Computer Networks
	Operating Systems
	Lists, Stacks and Queues
	Trees and Heaps
	Graphs
	Analysis of Algorithms
	Approaches to Problem Solving
	Dynamic Programming Techniques
	Searching Algorithms
	Sorting Algorithms
	Computation on Graphs
	Basic Coding Skills
	Operations on Lists
	Operations on Text
Operations on Numbers	
Series and Patterns	
Data Stores	
Table Design	
Queries	
Communication Skills	Basic Writing
	Resume Design & Interview Skills
	Presentation & Discussion Skills

Live Class Coverage

Employability Prep Final Year Long Term Course gives student access to 60+ Live Online Workshops across important topics from

1. Quantitative Ability,
2. English Language,
3. Reasoning Ability,
4. Programming Concepts
5. Interview Skills and
6. Company Pattern based Questions

Annexure C – List of Model Tests

The tests made available to the student are as follows –

Name of the Company	No of Tests
TCS NQT	5
Amazon	4
Wipro Elite NLTH	3
MOCK AMCAT	3
CTS	3
Accenture	3
Deloitte	3
NTT Docomo	3
IBM	3
IBS	2
Mu Sigma	2
Zensar	2
Persistent	2
L&T Infotech	2
TCS Digital	2
Wipro WILP	2
HCL	2
MindTree	2
Infosys	2
Tech Mahindra	2
DXC Technology	1
Salesforce	1
eLitmus	1
Co-Cubes	1
TCS CBO	1

Please note that these offerings can change basis the requirement and will be intimated to the colleges.

MEMORANDUM OF UNDERSTANDING BETWEEN
GREAT LAKES E-LEARNING SERVICES PVT. LTD
AND
J. N. N. COLLEGE OF ENGINEERING

THIS MEMORANDUM OF UNDERSTANDING (the "Agreement") is made this 9th day of November, 2020 by and between GREAT LAKES E-LEARNING SERVICES PVT. LTD, a company incorporated in India and having its corporate office at 2nd Floor, Orchid Centre, Sec-53, Golf course road, Gurgaon, India 122002 (hereafter referred to as "GREAT LEARNING") and J.N.N. College of Engineering, an educational institute set up in India and having its registered office at Savalanga Road, Navule, Shivamogga-577223 (hereinafter referred to as "INSTITUTE").

PURPOSE

That Great Learning intends to assist universities and colleges deliver high quality and impactful online and blended learning by providing access to its Courses and the use of its proprietary end to end cloud based solution, Olympus Digital Campus (hereinafter "Platform") and create a seamless student, faculty and Administration (hereinafter "User") experience that ensures excellent learning outcomes.

That the Institute intends to utilise the Courses offered by Great Learning along with the Platform in providing an online and blended learning experience for students and faculty.

NOW, THEREFORE, In consideration of the premises and of the mutual covenants and conditions set forth in this Agreement, Great Learning and Institute (individually, the "Party" and collectively, the "Parties") agree as follows:

I. OBLIGATIONS:

A. Great Learning will

- Provide access to Great Learning Courses to the Institute. The Courses can be free or paid depending on the requirements of the Institute. The paid Courses shall be provided to the Institute based on the payment terms agreed upon by both the Parties in writing.
- Provide role based access to the Platform based on the Institute's requirements and the subscribed version
- Provide the required assistance to the Institute in setting up its Courses and operations on the Platform
- Conduct trainings for the Users for on-boarding them on the Platform
- Provide the required support in the day to day operations on the Platform


B. Institute will:

- Provide the necessary details as requested by Great Learning for on-boarding the Users on the Platform
- Ensure that the Courses and Platform is used only for the purpose stipulated above
- Grant Great Learning a non-exclusive, non-transferable, and non-sublicensable license to use the Institute's trademarks solely in connection with marketing, promotion and sale of its Courses and Platform.

II. TERM AND TERMINATION

This Agreement will be effective on the day of its signing by both Parties. It will be valid for a period of 6 months. The parties may change or modify the Term of this Agreement only by written amendment signed by the parties.

This Agreement may be terminated with or without cause by providing written notice to the other party atleast thirty (30) days prior to the effective date of termination.


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Shivamogga.

In the event of expiry or termination of this Agreement, the Institute shall promptly pay to Great Learning, all amounts due and payable to Great Learning under this Agreement or otherwise, for the Courses or the Platform.

III. CONFIDENTIALITY AND INTELLECTUAL PROPERTY

The Parties shall abide by the Privacy Policy and Terms of use specified on the Great Learning website and the Platform, which may be amended from time to time.

The Parties agree that it shall not acquire any ownership interest in any patents, trademarks, copyrights, domain names, works of authorship, trade secrets, or any other intellectual property (collectively, "Intellectual Property") or confidential information owned by or licensed to the other Party under this Agreement. For the sake of clarity, Great Learning's Courses and the Platform are Great Learning's Intellectual Property.

IV. INDEMNIFICATION

Each Party hereby agrees to indemnify and hold harmless the other Party against any and all liability, claims, suits, losses, costs and legal fees to the extent caused by, arising out of, or resulting from any fraud, wilful misconduct, misrepresentation, infringement or misappropriation of Intellectual Property rights, breach of confidentiality and/or negligent act or omission of the Party in the performance and/or failure to perform under this agreement, including the negligent acts or omission of the Party or any direct or indirect employees or Users of the Party.

V. ASSIGNABILITY

The respective rights and obligations of the Parties under this Agreement shall not be assignable.

VI. MODIFICATION

This Agreement constitutes the entire understanding of the Parties with respect to the Relationship and may be modified only by a written agreement signed by each Party.

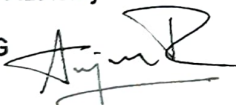
VII. GOVERNING LAW

This Agreement shall be governed and construed in accordance with the laws of India and the Courts at New Delhi will have sole and exclusive Jurisdiction.

The undersigned have signed this Agreement on the dates respectively indicated below.

Authorized Signing Authority:


GREAT LEARNING



Name: Arjun Nair

Title: Co-Founder

J. N. N. College of Engineering

 09/11/2020

Name: Dr. Manjunath

Title: Principal

Principal

Jawaharlal Nehru National
College of Engineering, Shivamogga



Principal

Jawaharlal Nehru New
College of Engineering (JNNCE)
Shivamogga.

and

IMARTICUS LEARNING PVT. LTD., a company within the meaning of the Companies Act, 1956 having its corporate office at 5TH Floor, B-Wing, Kaldonia, HDIL Building, Sahar Road, Andheri East, Mumbai- 400058 hereinafter for the sake of convenience and brevity referred to as "ILPL" (which term and expression shall, wherever the context so admits be deemed to mean and include its successors-in-office and interest and permitted assigns) of the SECOND PART.

The Data Science club partner and **ILPL** are hereinafter jointly referred to as "Parties" and individually as a "Party".

WHEREAS

- A. **ILPL** is engaged in the business of education, workshops hence providing vocational training programs in various streams;
- B. The Data Science club partner is in the business as provided under Annexure I;
- C. **ILPL** intends to enter into an agreement with the Data Science Club Partner to set up the Data Science club in the institution of Data Science Club Partner.
- D. The Data Science Club Partner has represented that it has the necessary skill, expertise, and requisite knowledge to run the club in his/her institutions;

The Data Science Club Partner and **ILPL** are hereinafter jointly referred to as "Parties" and individually as a "Party".

THIS AGREEMENT WITNESSETH AND THE PARTIES HERETO AGREE AS FOLLOWS:

1. OBJECTIVE

1.1. The objective of entering into this Agreement by the Parties are:

- 1.1.1 To establish a closer co-operation and relationship between Data Science club partner and **ILPL** keeping in mind the primary objective of establishing a Data Science Club at "Data Science Club partner Institute"
- 1.1.2 To work towards conducting the activities, as mentioned in Clause 2, of Data Science club within the institution.

2. RESPONSIBILITIES OF THE PARTIES

2.1 **ILPL** agrees

2.1.1 To conduct regular Industry guest lectures/ webinars in the Data Science domain and the students of Data Science Club Member gets access to all webinars.

2.1.2 To conduct two National level hackathons in Data science in which the students


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College of Engineering (INCE)
shivamogga.


Principal

Jawahar Education National College
College of Engineering (INCE)
shivamogga.

of Data science club members can participate at no cost.

2.1.3 To organize regular Faculty Development programs on the Data science domain in which the faculties/ lecturers/professors of Data Science club members can participate at no cost.

2.1.4 To open up job opportunities for students of Data science club members who perform well at national level events conducted by Data science Club.

2.2 Data Science Club partner agrees

2.2.1 To encourage/ ensure maximum participation of students in all the activities/ events of the Data Science Club.

2.2.2 The Data Science club partner understands and acknowledges that **ILPL** shall solely own the intellectual property and the rights associated with the **ILPL** programs, marketing literature, collaterals, etc. and any other content and all related material that **ILPL** provides to aid **Data Science Club partner** for the conduction of the Services.

3. COMMERCIALS

It is clarified that other than the above obligations there are no monetary obligations on both the parties whatsoever.

4. TERM AND TERMINATION

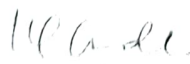
4.1. This Agreement shall continue to be in full force and effect for a period of 3 years from the date of signing


4.2. ILPL and Data Science Club Partner will perform its responsibilities during this tenure.


4.3. **ILPL** may terminate this Agreement in the event the Data Science club Partner fails to perform its obligations mentioned herein in this Agreement and any other reasonable instructions issued by **ILPL** from time to time.

4.4. Either Party shall have the right to terminate this Agreement vide a prior written notice of (thirty) 30 days to the other Party.

IN WITNESS WHEREOF THE PARTIES HERETO HAVE SET THEIR RESPECTIVE HANDS ON THE DATE AND YEAR FIRST HEREINBEFORE MENTIONED, IN DUPLICATE, EACH TO BE TREATED AS AN ORIGINAL.


Principal

 Jawaharlal Nehru National
College of Engineering, Shivamogga.


Principal
Jawaharlal Nehru New
College of Engineering (JNNCE)
Shivamogga.

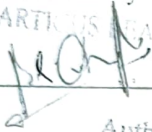
Signed and delivered by:

IMARTICUS LEARNING PVT. LTD.

Name/Designation: (VINUTHA . RAO)
AVP - IMARTICUS LEARNING.

Signed and delivered by

For IMARTICUS LEARNING PVT LTD



Authorized Signatory

Name/Designation: Witness:

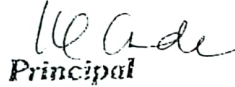
Kiran S Khamillkar, Sr. Coordinator



Jawaharlal Nehru New College of Engineering, Shivamogga.

Name/Designation: (Dr. Shashidhar K. Kudari, Principal)

Signed and delivered by


Principal

Jawaharlal Nehru National
College of Engineering, Shivamogga.

Name/Designation: Dr. C. Srikant, HOD, Dept. of T&P

Witness:



Principal
Jawaharlal Nehru New
College of Engineering (JNCE)
Shivamogga.



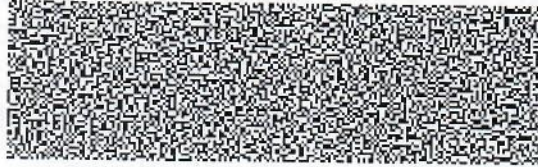
सत्यमेव जयते

INDIA NON JUDICIAL

Government of Karnataka

e-Stamp

Certificate No. : IN-KA52054414452962R
Certificate Issued Date : 14-Feb-2019 04:17 PM
Account Reference : NONACC (FI)/ kaksfcl08/ SHIMOGA2/ KA-SM
Unique Doc. Reference : SUBIN-KAKAKSFCL0837008094267647R
Purchased by : UNIVERSAL TEST SOLUTIONS GLOBAL PUNE
Description of Document : Article 12 Bond
Description : AGREEMENT
Consideration Price (Rs.) : 0
(Zero)
First Party : UNIVERSAL TEST SOLUTIONS GLOBAL PUNE
Second Party : JNNCE SHIMOGA
Stamp Duty Paid By : UNIVERSAL TEST SOLUTIONS GLOBAL PUNE
Stamp Duty Amount(Rs.) : 200
(Two Hundred only)



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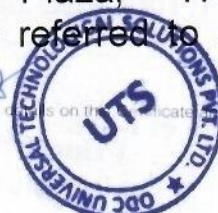
MEMORANDUM OF UNDERSTANDING
Between ODC Universal Technological Solutions Pvt. Ltd. India
AND
Jawaharlal Nehru National College of Engineering,
Shimoga - 577204

ODC Universal Technological Solutions Pvt. Ltd. India, a private limited company registered under Companies act, 1956 (No 1 of 1956) and having its registered office at 4th Floor, Gulmohar Plaza, ITI Road, Aundh, Pune-411007, Maharashtra, India (hereinafter referred to as " UTS

Statutory Alert:

1. The authenticity of this Stamp Certificate should be verified at www.shcilestamp.com. Any discrepancy in the details on the certificate should be reported to the Competent Authority.
2. The onus of checking the legitimacy is on the users of the certificate.
3. In case of any discrepancy, the user should report to the Competent Authority.

Jawaharlal Nehru National
College of Engineering, Shivamogga.



Global ", which expression shall unless repugnant to the context or meaning thereof, includes its group companies and related companies not limiting to its executors, administrators, successors and permitted assigns), represented by **Mr. Brajesh Kumar Singh (Managing Director)**

Jawaharlal Nehru NUTS Globalational College of Engineering (JNNCE), Shimoga, Savalanga Road, Navule - 577204, managed by National Education Society (NES) ®, Shimoga, recognized by AICTE, and affiliated to Visveshvaraya Technological University (VTU) Belgaum and (hereinafter referred to as JNNCE, Shimoga", which expression shall unless repugnant to the context or meaning thereof, includes its executors, administrators, successors and permitted assigns), represented by **Dr.H.R. Mahadevaswamy, Principal, Jawaharlal Nehru National College of Engineering (JNNCE), Shimoga - 577204.**

(UTS Global and JNNCE, Shimoga hereinafter individually referred to as "Party" and collectively as "Parties").

WHEREAS, ODC Universal Technological Solutions Pvt. Ltd. India is in the business of Universal Technology Solutions (UTS) is an innovative organization whose specialization is scriptless enterprise software automation platform for testing and process automation. Their mission is to maintain their credentials as an innovative testing enterprise product and consultancy service organization for customers.

UTS is founded by group of IT experts having more than 20 years of experience in delivering successful result to many of the top fortune 500 companies in BSFI and telecom domain across 10 countries. Currently they are providing complete test and process automation solution to BFSI, Telecom and manufacturing MNCs in USA, Singapore and UAE.

Universal Technology Solutions LLC, UAE and ODC Universal Technological Solutions Pvt. Ltd. India is a Client-Serving member firm of Universal Technology Solution Pte. Ltd, Singapore;

WHEREAS, JNNCE, Shimoga is a well reputed technical institute, which was established in the year 1980 started with four courses leading to Bachelor of Engineering in Civil, Mechanical and Electrical & Electronics Engineering, Electronics and Communication Engineering and is now offering undergraduate degree courses in 7 disciplines. In addition to, it also runs post-graduates programs in 7 engineering disciplines, besides MBA and MCA Courses. It has also been recognized as Research Centre in Civil, Mechanical, Electrical, Electronics, Computer Science, Chemistry, Physics), MBA


departments by VTU. The Institute is affiliated to VTU, Belgaum which has granted permanent affiliation to JNNCE, Shimoga. The JNNCE, Shimoga is recognized by AICTE, New Delhi. Spread over 52 acres, the campus has all the amenities to cater to the needs of about 3500 students and 400 faculty and staff.

WHEREAS, the Parties are interested in cooperating by means of sponsorship of certain technical events, Internship for undergraduate and post graduate students, support for collaborative post graduate programs of Information Science and Engineering department, Computer Science and Engineering department, EEE, ECE, TCE and MCA departments, sponsorship to employees of UTS Global for post graduate programs, collaborative research work in the areas relevant to UTS Global especially in the area as mentioned in Annexure 4. The general obligations of the parties are more specifically described in Article 1.

The work carried out by JNNCE, Shimoga, in association with UTS Global for the programs as detailed in the Article 1, hereinafter referred to as "joint program or joint work. Foreground created during the Program by one or more employee of UTS Global and/or by one or more students sponsored by UTS Global and/or one or more JNNCE, Shimoga faculty members in the framework of the joint program or joint work shall exclusively vest in UTS Global, and to the extent necessary, shall be transferred to UTS Global forthwith after the creation of such foreground. In respect of inventions as part of the foreground, UTS Global can file the patent application in such countries it may choose, while explicitly mentioning in the patent applications the name of the inventor(s) subject to section 39 of the Indian Patents Act, 1970. The intellectual property rights are detailed in the Article 2.

This agreement also refers Article 3 to Article 11 as given in this document and are applicable to this MOU.

This agreement is valid till as defined in annexure 4 and can be extended after mutual discussion & amended in annexure 4.


Principal
Jawaharlal Nehru National
College of Engineering, Shivamogga.



THEREFORE, PARTIES HERETO NOW AGREE AS FOLLOWS:

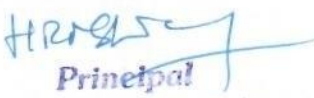
ARTICLE 1

General responsibilities of UTS Global :

- 1.1 Resource Person from UTS Global : UTS Global experts shall support JNNCE in terms of giving Technical Talks / workshops on latest Technologies as mentioned in Annexure 4 of duration of 1day to 2 days
- 1.2 Internship: During the term of this agreement, UTS Global can provide internship to candidates for M.Tech program and students of undergraduate programs for each year. For each year JNNCE will provide necessary merit list to UTS Global and UTS Global will conduct interview/test on the students before offering Internship.

Where applicable and at the discretion of UTS Global, interns selected by UTS Global can be paid a consolidated sum for each student who is pursuing the PG Courses and UG Courses which shall be mutually decided between the Parties in a separate Work Order.

- 1.3 Development of Curriculum / Lab for PG/UG Courses: UTS Global will assist in providing necessary technical support to JNNCE, Shimoga for developing a curriculum and setting up a lab for PG/UG Course especially in the expertise and competencies of UTS Global. It is the responsibility of JNNCE, Shimoga to obtain all permissions as required under law for doing the same and no financial support will be rendered by UTS Global.
- 1.4 UG/PG projects: During the term of this agreement, UTS Global can provide projects during their final year to candidates of M.Tech program and students of undergraduate programs for each year in the area of work of UTS Global.
- 1.5 Sponsoring of Technical Events: As and when JNNCE, Shimoga makes a request for sponsoring a technical events viz. Seminars, Conferences, Workshops, UTS Global may, at its discretion can provide necessary logistic support. i.e. providing technical support to carry out the event. UTS Global may, at its sole discretion, extend financial support to JNNCE.

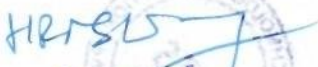

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- 1.6 Campus Placement: UTS Global can participate in JNNCE Campus placements for UG/PG students
- 1.7 Research & Consultancy : JNNCE, Shimoga carryout the consultancy work in the area relevant to UTS Global, viz areas as decided by UTS Global, selection of project associates and remuneration will be mutually agreed on case by case. Consultancy area could be Proof of concepts work, consultancy from UTS Global to JNNCE based on the expertise available @JNNCE.
- 1.8 Competency Center: UTS Global can set up Labs @JNNCE in the area of emerging technologies interest to UTS Global and to start with in the technologies as mentioned in the Annexure 4
- 1.9 Incubation Center: UTS Global can support JNNCE for Incubation of ideas of Faculty and students relevant to UTS Global to support the incubation centre.

General Obligations of JNNCE, Shimoga:

- 1.10 Internship: JNNCE, Shimoga will provide necessary **merit list to** UTS Global to select candidates for Internship. In the event of necessity, JNNCE, Shimoga will also support UTS Global in conducting Interview/test for selecting the students for internship.
- 1.11 Admission to PG Courses: JNNCE, Shimoga undertakes to admit one eligible employee of UTS Global (if this is of interest to UTS Global) and UTS Global employee should attend PGCET prescribed by VTU for each academic year starting from 2018 to pursue their PG Course. However every candidate selected under this agreement shall be qualified and have passed the PGCET irrespective of the rank obtained Discipline of PG Course will be decided by UTS Global while sponsoring the employees. Necessary course fees will be paid by UTS Global. Also UTS Global employees can pursue PhD program at JNNCE and this is as per VTU guidelines & process.
- 1.12 JNNCE, Shimoga carryout the research work in the area relevant to UTS Global , viz areas as decided by UTS Global, selection of project associates and remuneration will be mutually agreed on case by case.



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ARTICLE 2

INTELLECTUAL PROPERTY RIGHTS

- 2.1 For the purpose of this Article 2 the following definitions will apply:
- 2.2 "Affiliates(s)" shall mean any one or more business entities (i) owned or controlled by UTS Global, (ii) owning or controlling UTS Global or (iii) owned or controlled by the business entity owning or controlling UTS Global, at the material time. For the purposes of this definition a business entity shall be deemed to own and/or to control another entity if more than 50% (fifty per cent) of the voting stock of the latter business entity, ordinarily entitled to vote in the election of directors (or, if there is no such stock, more than 50% (fifty per cent) of the ownership of or control in the latter business entity) is held by the owning and/or controlling business entity"
- 2.3 "Information" means drawings, specifications, photographs, samples, models, processes, procedures, instructions, reports, papers, correspondence and any other technical or commercial information, data and documents of any kind, and including oral information if confirmed in writing within 30 days after the disclosure thereof, but excluding any Intellectual Property Rights pertaining thereto.
- 2.4 "Intellectual Property Rights" means patents, petty patents, utility models, design patents (both registered and unregistered), design rights, copyrights, know-how and any other form of intellectual property right protection afforded by law to inventions, designs or technical information, and applications therefore.
- 2.5 "Background Intellectual Property Rights" means Intellectual Property Rights (not being Foreground Intellectual Property Rights) which at the date hereof are or during the continuance of the Program comes into the ownership or control of a Party or any of its Affiliates companies and under which such Party is free to grant licenses without the consent of or need to account to any third Party.
- 2.6 "Background" means Background Information and Background Intellectual Property Rights.


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- 2.7 "Foreground Information" means such information, whether scientific or technical, as is generated by a Party and/or one more UTS Global sponsored students in the framework of the Program.
- 2.8 "Foreground Intellectual Property Rights" means such Intellectual Property Right as are generated by a Party and/or one or more UTS Global sponsored students in the framework of the Program.
- 2.9 "Foreground" means Foreground Information and Foreground Intellectual Property Rights.
- 2.10 Both Parties will provide necessary Background to the Program and that both Parties agree that it is required to enable the other Party to carry out the Program, such Background to be described in accordance with Annex 2. For the avoidance of doubt, it is stated that all Background used in the execution of the Program shall remain the property of the Party providing the same.

Foreground created during the Program by one or more employee of UTS Global and/or by one or more students sponsored by UTS Global and/or one or more JNNCE, Shimoga faculty members in the framework of the joint program or joint work shall exclusively vest in UTS Global, and to the extent necessary, shall be transferred to UTS Global forthwith after the creation of such Foreground. In respect of inventions as part of the Foreground, UTS Global shall file the patent application in such countries it may choose, while explicitly mentioning in the patent applications the name of the inventor(s) subject to section 39 of the Indian Patents Act, 1970. Any other Intellectual Property that has been created under this program shall be assigned to UTS Global by JNNCE, Shimoga and any individual associated under this Agreement.

- 2.11 JNNCE, Shimoga shall nominate a Program co-coordinator who will sign the Non-Disclosure Agreement and also shall arrange that each and every student participating in the internship or joint work signs the Non-Disclosure Agreement as attached hereto in Annex 3.

ARTICLE 3 CONFIDENTIALITY


- 3.1 Any Information disclosed by UTS GLOBAL to JNNCE, Shimoga and/or to any UTS Global sponsored or other non-sponsored students participating in the Program, relating to the Program, is confidential and proprietary information ("Information") and is subject to the confidentiality provisions of this Agreement.

- 3.2 Subject to Article 4 (Publication) below, both Parties agree to keep Information including UTS Global proprietary software made accessible for projects in confidence and not to disclose it to third parties. Both Parties further agree not to use Information in any way other than performing its obligations pursuant to this Agreement.
- 3.3 Both Parties undertake to protect Information with at least the same degree of care used to protect its own proprietary Information against disclosure, replication, unauthorized use, copying or misappropriation and shall make the JNNCE, Shimoga Program Coordinator responsible for monitoring this compliance with such duties of protection of the Information.
- 3.4 Promptly at the termination or expiration of this Agreement, JNNCE, Shimoga shall submit all Information to UTS Global and/or where appropriate, shall destroy or erase Information such that JNNCE, Shimoga retains no copies thereof (in whatever form, including electronic) and no written materials relating to the specifications or content of the materials supplied by UTS Global to the Program.
- 3.5 The confidentiality provisions of this Agreement shall not apply to any Information which:
- a) as shown by reasonably documented proof was received by the Parties in good faith from a third party not subject to a confidentiality obligation to either Party;
 - b) as shown by reasonably documented proof was in the other Party's possession prior to receipt thereof from the other Part;
 - c) now is or later has become publicly known through no breach of confidentiality obligation by other Parties.

ARTICLE 4

PUBLICATIONS

Notwithstanding the provisions of Clause 4 above, UTS Global recognizes that members of JNNCE, Shimoga staff and/or UTS Global sponsored students participating in the Program may wish to publish the existence of the Program in the academic press and/or academic meetings or symposia. Any such publication or disclosure may only be made after the written consent of UTS Global has been obtained. UTS Global will have the right to require a


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delay of such publication or disclosure in order to protect UTS Global commercial interest.

Such consented publications or disclosures will carry an acknowledgement of the financial support of UTS Global unless waived in writing by UTS Global.

ARTICLE 5


DURATION

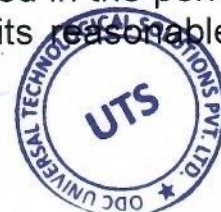
- 5.1 This Agreement shall become into full force and effect on the date as mentioned in the Annexure 3, signing hereof by duly authorized representatives of both Parties and shall thereafter remain in effect, UTS Global employees admitted to post graduate courses in JNNCE, Shimoga, unless extended by both the parties in writing, prior to the expiration of this agreement. UTS Global reserves its right to terminate this agreement by giving 30 days notice during the tenure of this agreement.
- 5.2 If either Party materially fails to perform or violates any obligation pursuant to this Agreement, then, upon thirty (30) days written notice to the breaching Party specifying such default, the non-breaching Party, may terminate or suspend this Agreement, without liability, unless the breach specified in a notice has been cured within the thirty (30) days period. The ongoing student internships, course works or programs if any will be honored by both the party in the interest of completing education to the students.
- 5.3 If either Party becomes insolvent or bankruptcy proceedings are instituted against it or on its behalf or if either Party makes an unauthorized assignment for the benefit of creditors, such event shall entitle the other Party to immediately terminate this Agreement, to cease performance hereunder and to avail itself of any and all legal or equitable remedies it may have against the other Party.

ARTICLE 6

FORCE MAJEURE

In the event that either Party is delayed or impeded in the performance of its obligations hereunder by any cause beyond its reasonable control, it


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shall be entitled to such extension of time for such performance as may be fair and reasonable in all the circumstances.

Where a party's ability to meet its obligations under this Agreement is adversely affected by an act beyond its control, it must immediately notify the other party of that circumstance, and must provide its best estimate of the extent and duration of such adverse effect and take necessary steps to fulfill the obligations of this agreement within reasonable time.

ARTICLE 7

LIABILITY

- 7.1 Both Parties shall use all reasonable endeavors to ensure the accuracy of the work performed and any Information given but the Parties do not warrant express or implied, the accuracy thereof and will not be held responsible for any consequences arising out of any inaccuracies or omissions unless such inaccuracies or omissions are the result of negligence by one of the Parties.
- 7.2 JNNCE, Shimoga acknowledges and agrees that UTS Global Information is provided by UTS Global "as is", and that UTS Global disclaims all warranties of any kind either expressed or implied, including without limitation warranties of merchantability and fitness for a particular purpose. Similarly, UTS Global acknowledges and agrees that JNNCE, Shimoga Information is provided by JNNCE, Shimoga "as is" and the same conditions apply as above to JNNCE, Shimoga's Information.
- 7.3 In no event shall UTS Global be liable to JNNCE, Shimoga or any other person for any damage whatsoever arising in connection with its performance under this Agreement and/or out of or as a result of the use of UTS Global Information including any and all costs, expenses, including without limitation, special, incidental or consequential damages even if UTS Global has been advised of the possibility of such damages.
- 7.4 Except for breach of Confidentiality, infringement of Intellectual Property of UTS Global or non-conformance of specifications provided by UTS Global, in no other event shall JNNCE, Shimoga be liable to UTS Global or any other person for any, damage whatsoever arising in connection with UTS Global or any other third party' usage of work product developed and/or delivered as a result of the program created by this Agreement.


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7.5 The student or the University may or may not receive a stipend (no payment) for performing any work during the Internship and will not for any purpose become an employee of UTS Global as a result of performing the Internship.

ARTICLE 8

WAIVER

The failure of a Party hereto to exercise or enforce any right conferred upon it under this Agreement shall not be a waiver of any such right nor operate to bar the exercise or enforcement thereof at any time thereafter.

ARTICLE 9


ENTIRE AGREEMENT

This Agreement including its Annexures sets forth in the entire Agreement between the Parties as to the subject matter hereof and merges all discussion and negotiations between them. No modifications or amendment of this Agreement including its Annexures shall be valid or binding unless made in writing and signed on behalf of the Parties by their duly authorized representatives.

ARTICLE 10

ASSIGNMENT

Neither this Agreement nor any right or obligation hereunder is assignable by one Party without the prior consent of the other whereas consent shall not be unreasonably withheld. It is however explicitly understood and acknowledged that UTS Global shall be entitled to assign all its rights and obligations under this Agreement to any of its Affiliates.


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ARTICLE 11

ARBITRATION

In case of a dispute or difference between the Parties arising out of or in connection with the Agreement, the Parties shall first endeavor to settle it amicably by means of arbitration. Failing such settlement, any dispute shall be referred to the Courts in the City of Bangalore alone. The arbitration proceedings shall be in the English language.

ODC UTS PVT LTD

By




Name: Brajesh Kumar Singh


Title: Managing Director

Date: 14-02-2019

Place: Pune

JNNCE, SHIMOGA,

By


Principal
Jawaharlal Nehru National
College of Engineering, Shivamogga.

Name: Dr.H R Mahadevaswamy

Title: Principal

Date: 14-02-2019

Place: Shimogga


Principal
Jawaharlal Nehru National
College of Engineering, Shivamogga.



ANNEX 1

Internship for UG/ M.Tech /PhD Program

The following conditions shall apply to the program


The internship provided by UTS Global to UG/M.Tech./PhD students, will do their dissertation under the supervision of a faculty member associated with the Program. If required a co-supervisor from UTS Global would be co-opted for the Project. The projects would be assigned by mutual consent between UTS Global and the relevant JNNCE, Shimoga faculties. The completion of the project will be determined in accordance with the specifications given by UTS Global to JNNCE, Shimoga which will be mutually agreed by both the parties. The students provide the reports to the institute to fulfill the academic requirements as authorized and agreed by the UTS Global.

The UTS Global representatives are eligible for membership of the UG/M.Tech/PhD program Advisory Committee, to drive the industry requirements to academics.

ANNEX 2

Background Description

Separate project agreements will be made wherein case the Background and transfer of such Background will be specified. Project owners from UTS Global will be assigned to each project.


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ANNEX 3

Non Disclosure Agreement

UTS Global Pvt Ltd, formed under the Limited Liability Partnership Act 2008 and having its registered office at 4th Floor, Gulmohar Plaza, ITI Road, Aundh, Pune-411007, Maharashtra, India (hereinafter referred to as "UTS Global ", which expression shall unless repugnant to the context or meaning thereof, includes its executors, administrators, successors and permitted assigns), represented by -----

And

Jawaharlal Nehru National College of Engineering, Shimoga, 577204 having accredited by VTU (hereinafter referred to as JNNCE, Shimoga ", which expression shall unless repugnant to the context or meaning thereof, includes its executors, administrators, successors and permitted assigns), represented by Dr. H.R. Mahadevaswamy, Principal, JNNCE.

and

..... a student (hereinafter referred to as "the Student") participating in UG/M.Tech. /PhD internship program or joint work (hereinafter jointly referred to as "the Program")

hereby agree that the following terms and conditions (hereinafter referred to as "Agreement") shall be applicable in connection with the activities in the framework of the Program, hereinafter called the "Authorized Purpose".

Clause I

UTS Global may disclose certain information to JNNCE, Shimoga and/or the Students with respect to the Authorized Purpose in writing, orally and/or otherwise. Such information may be without limitation, in the form of business and/or financial records, presentations, specifications, sample photographs, drawings or other documents. All information so disclosed is hereinafter referred to as "Confidential Information".

In case Confidential Information is disclosed in documentary or other tangible form, UTS Global will label the same as "confidential", "proprietary" "copyright" or the like.


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College of Engineering, Shivamogga.



Clause II

All Confidential Information, which shall include any Derivatives there from, improvement thereon or translation, abridgement, adaptation or other change thereof by UTS Global and/or JNNCE, Shimoga and/or the Student, shall be the property of UTS Global.

UTS Global will provide all Confidential Information on an "as is" basis without any warranty whatsoever, whether express, implied or otherwise, regarding its accuracy, completeness or otherwise, and UTS Global shall not be liable for any direct, indirect, special, incidental, consequential or any other damages of whatsoever nature.

JNNCE, Shimoga and/or the Students will return all Confidential information and any copies thereof to UTS Global immediately upon UTS Global first written request.


Clause III

The parties agree that, unless UTS Global gives its written authorization, JNNCE, Shimoga and/or the Student shall, during a period of five (5) years from the date of disclosure of any Confidential Information hereunder:

Not use Confidential Information disclosed by UTS Global pursuant to Clauses I and II for any other purpose than for the Authorized Purpose;
protect UTS Global Confidential Information against disclosure in the same manner and with same degree of care, but not less than a reasonable degree of care, with which it protects confidential information of its own;
Limit circulation of the Confidential Information disclosed by UTS Global to JNNCE, Shimoga and/or the Student in connection with the Authorized Purpose.

In case of doubt JNNCE, Shimoga and/or the Student agree to request UTS Global in writing for latter's opinion.

JNNCE, Shimoga and/or the Student acknowledge that UTS Global will be irreparably harmed if JNNCE, Shimoga and/or the Student actually violate or threaten to violate their confidentiality obligations under this Agreement. Therefore, in the event of such actual or threatened violation, UTS Global shall be entitled to an injunction and / or any other appropriate legal and / or other remedies regarding any actual or threatened violation by the concerned persons of JNNCE, Shimoga and/or the Student.


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Jawaharlal Nehru National
College of Engineering, Shivamogga.



Clause IV

The parties agree that information disclosed by UTS Global to JNNCE, Shimoga and/or the Student pursuant to this Agreement which would otherwise be Confidential Information shall not be deemed Confidential Information to the extent that it can be proven by written records that said information:

is part of the public domain without violation of this Agreement;

is known and on record at JNNCE, Shimoga and/or the Student prior to disclosure by UTS Global ;

is lawfully obtained by JNNCE, Shimoga and/or the Student from a third party who is not bound by similar confidentiality obligations;

where demonstrable, is developed by JNNCE, Shimoga and/or the Student completely independently of any such disclosure by UTS Global ;


is ascertainable from a commercially available product; or

is disclosed pursuant to administrative or judicial action, provided that JNNCE, Shimoga and/or the Student shall use their best effort to maintain the confidentiality of the Confidential Information e.g. by asserting in such action any applicable privileges, and shall, immediately after gaining knowledge or receiving notice of such action, notify UTS Global thereof and give UTS Global the opportunity to seek any legal remedies so as to maintain such Confidential Information in confidence.

If only a portion of the Confidential Information falls under of the above subsections, then only that portion of the Confidential Information shall be excluded from the use and disclosure restrictions of this Agreement.

Clause V

Nothing herein contained shall be construed as a grant by implication, estoppel or otherwise, of a license of any kind by UTS Global to the JNNCE, Shimoga and/or the Student e.g. to make, have made, use or sell any product using Confidential Information or as a license under any patent, patent application, utility model, copyright, mask work right, or any other intellectual property right.


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Jawaharlal Nehru National
College of Engineering, Shivamogga.



Intellectual property rights (meaning patents, petty patents, utility, models, design patents (both registered and unregistered), design rights, copyrights, know-how and any other form of intellectual property right protection afforded by law to inventions, designs or technical information, and applications therefore) created by Student sponsored by UTS Global and/or JNNCE, Shimoga faculty members in the framework of the Program shall vest in UTS Global, and to the extent necessary, shall be transferred to UTS Global forthwith after the creation of such intellectual property right. In respect of inventions as part Semiconductors of the intellectual property rights, UTS Global shall file the patent application in such countries as it may choose, while explicitly mentioning in the patent applications the name of the inventor (s) subject to the provisions of Section 39 of the Indian Patents Act, 1970.

Clause VI

Written communications with respect to Confidential Information under this Agreement shall be addressed only to the following respective persons) or to such other person as either party may from time to time designate in writing):

ODC UTS PVT LTD

JNNCE, Shimoga

F. a. o.: Brajesh Kumar Singh

F. a. o.: Dr. H.R.Mahadevaswamy"

Phone: +91-9923900505

Phone: +91- 78994 78990

Fax:

Fax:



Clause VII

JNNCE, Shimoga and/or the Student shall not transfer or assign any or all of their rights and or their obligations or delegate the performance of any or all of their obligations under this Agreement, direct or indirectly, through acquisition, merger or otherwise, without the prior written consent of UTS Global.

Clause VIII

This Agreement shall be governed and construed in accordance with the laws of India and subject to the exclusive jurisdiction of the Courts in the City of Bangalore.


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ANNEX 3

Technology Collaboration area

Initial collaboration between JNNCE and UTS Global will be for two years starting from the day of signing this agreement and collaboration will be in following are the technology areas:

Software Testing, Test Magic Tool based on AI & Machine Learning & similar areas

ODC UTS PVT LTD

JNNCE, Shimoga

Signature: 

Signature: 
Principal

Name: BRAJESH KUMAR SINGH

Name: Jawaharlal Nehru
College of Engineering, Shimoga.

Title: MANAGING DIRECTOR

Title:

Date: 14/02/2019

Date:



Student Signature

Name:

Date:



Article I) Purpose and Scope:

The article wish to explore a collaboration of mutual interest and benefit (the “**Opportunity**”) and in connection with the opportunity, this document highlights points of general agreement that help establish common understanding.

Article II) Background:

In the continuous pursuit to enhance the value it provides its students; **Participating Institute** deems industry-relevant programs a natural fit.

When delivered by proven industry practitioners, these programs hold great promise at multiple levels. Not only do they deliver the relevant and most contemporary class – room learning, but with a well- implemented Workshop program, they have the potential of quickly setting up dynamic centers of excellence on the campus.

As one of the fast-growing innovators in wireless communication space, company sees great value in working with JNNCE and developing this ecosystem of well trained, practical and innovative Engineering graduates. By bringing in the combined expertise of industry professional from diverse technology streams, as well as a number of interesting real-world projects, Company is well positioned to make this a win-win engagement.

Article III) Roles and responsibilities of Company

As a practicing industry partner, **Company** will contribute in multiple capacities:

- a) By instituting and executing a class–room curriculum program for the UG/PG the relevant streams. The curriculum will include such high-value topics such as signal processing, communication systems, RF systems and components, along with the practical application on wireless technologies with SDR concepts. Details of the specific courses will be published in due course and will be defined from time to time.
- b) By instituting a Research center program that executes industry–relevant projects: This will involve ‘live’ projects that will give the eligible students an opportunity to apply their classroom learning in a real world scenario.
- c) By providing consulting expertise as and when required.
- d) By sharing Company Office infrastructure to enable industry exposure to the students, where deemed relevant as per mutual agreement.
- e) By providing a Student internship program at Company
- f) By providing screening, interviewing and assessment services for the classroom courses as well as the workshop projects and helping the students with Internships offers through Company contacts. The remuneration for the specific Services for each course shall be determined and agreed upon, by mutual agreement from time to time by the parties hereunto, before the commencement of the course.

Article IV) Roles and Responsibilities of the individual Participating Institute:

Providing the availability of the computer lab infrastructure (where the classes will be conducted) will be the responsibility of JNNCE, who will also provide, subject to personnel and budgetary limitations and as may be mutually agreed upon:

- a. Internet, library facilities and other such requirements which may be necessary for company deputed faculty members, only to carry out their assigned work.







- b. Relevant space to company on the online/ offline notice areas of the college for program related communications.
- c. Recognition to company as "Research Partners" for conducting research related to wireless communication and other discipline to be identified from time to time.
- d. Invitation to Company to sponsor/participate in National /International / workshops/ conferences/seminars and other important technology/ business meetings relevant to them.

Article V) communication for the Live Industry Projects:

The details of industry projects and their communications shall be based on mutually agreeable terms, subject of course to such conditions of intellectual protection as may be thought fit.

Article VI) No Obligation:

Each party understands and agrees that nothing herein requires either party

- a) to disclose any confidential information, which shall be disclosed, if at all, solely at the discretion of the disclosing party subject of course to such conditions as may be thought fit.
- b) to proceed with the opportunity or any relationship in connection with which confidential Information may be disclosed, or to refrain from entering into an agreement or negotiation with any other party. nothing in this Agreement shall be construed as creating any joint venture, teaming arrangement, partnership, or other formal business organization or agency arrangement between the parties.

As used herein, the party disclosing Confidential Information is the "Disclosing Party" and the party receiving the confidential Information is the "Recipient".

Article VII) No License:

All of the Disclosing Party's Confidential Information shall remain the sole property of the Disclosing Party. Nothing in this MoU is intended to grant any rights to either party under ant patent, copyright, trade secret or other intellectual property right of the other party, nor shall this MoU grant either party any rights in or to other party's Confidential Information except as expressly set forth herein.

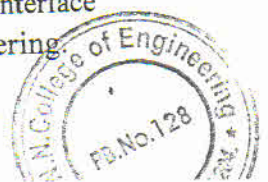
Article VIII) Permitted use:

The recipient agrees that it shall use the Disclosing Party's confidential Information solely for the purpose of evaluating the opportunity and shall not reverse engineer, disassemble or decompile any prototypes, software or other tangible objects which embody the Disclosing Party's Confidential Information unless express written consent to such actions is received from the Disclosing party.

If such a prohibition is not permitted pursuant to applicable law, the recipient shall provide the Disclosing Party Written notice prior to undertaking any such reverse engineering and shall give the Disclosing party a reasonable amount of time to provide any interface information required by law prior to commencing such reverse engineering. If such interface Information is provided, then the recipient is prohibited from such reverse engineering.







Article IX) MoU extensions:

- This MoU may be supplemented by work plans to be developed jointly, which describe more specifically the activities to be carried out under this collaborative program and which set – forth the envisaged contribution of each party.
- JNNCE, and Company may name members of their respective staff to work out further details for proper and effective implementation of this MoU
- Such details as agreed upon, including any other amendments, will be confirmed by exchange of letters between JNNCE and Company and such letters will form part of this MoU.
- These work plans will require the approval of both parties for implementation.

Article X): Effective Date and signatures

This MoU will be in effect initially for a period of 1(one) year from the date of signing of this MoU by both parties after which it may be reviewed for possible extension.

Either party may terminate the MoU by written notification signed by the appropriate official of the institution initiating the notice. Such notice must be reviewed by other party six months prior to the effective termination date. However, obligations and commitments already contracted for and involving third parties shall be honored and continued by both parties until such commitments are completed.

Signed and executed on Dtd 6th March 2019 by Department of ECE and Telecommunication Engg of JNNCE and Lekha Wireless Solutions Pvt Ltd for a period of one year, with the signatures from both the parties below

Lekha Wireless Solutions Pvt Ltd

By



Name: RAMU T.S

Title: Director

Date: 06-03-2019

Place: Bangalore

JNNCE, SHIMOGA,

By



Jawaharlal Nehru National
College of Engineering, Shivamogga,
Name: Dr.H R Mahadevaswamy

Title: Principal

Date: 06-03-2019

Place: Shimogga





सत्यमेव जयते

INDIA NON JUDICIAL

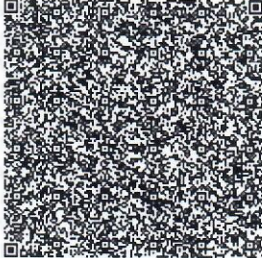
Government of Karnataka

Rs. 200

e-Stamp

Certificate No. : IN-KA33557215861589Q
Certificate Issued Date : 28-Aug-2018 10:08 AM
Account Reference : NONACC (FI)/ kaksfcl08/ SHIMOGA2/ KA-SM
Unique Doc. Reference : SUBIN-KAKAKSFCL0806613832802355Q
Purchased by : PRINCIPAL JNNCE SHIVAMOGGA
Description of Document : Article 12 Bond
Description : AGREEMENT
Consideration Price (Rs.) : 0
 (Zero)
First Party : PRINCIPAL JNNCE SHIVAMOGGA
Second Party : MANAGING DIRECTOR MALNAD ALLOY CASTINGS PVT LTD
Stamp Duty Paid By : PRINCIPAL JNNCE SHIVAMOGGA
Stamp Duty Amount(Rs.) : 200
 (Two Hundred only)

सत्यमेव जयते



Please write or type below this line

MEMORANDUM OF UNDERSTANDING

Between

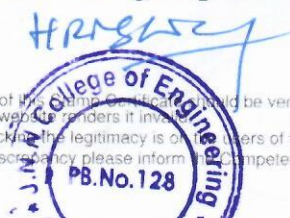
Malnad Alloy Castings Pvt. Ltd. AND

Jawaharlal Nehru National College of Engineering, Shimoga - 577204

Malnad Alloy Castings Pvt. Ltd., a private limited company registered under Companies act, and having its registered office at 36-A Shimoga-Bhadravathi Industrial Area, Machenahalli, Nidige Post Shimoga (hereinafter referred to as "Malnad Alloys ", which expression shall unless repugnant to the context or meaning thereof, includes its group companies and related companies not limiting to its

Statutory Alert:

1. The authenticity of this Stamp Certificate should be verified at "www.shofestamp.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 shoulders of the certificate.
3. In case of any discrepancy please inform the Competent Authority.



executors, administrators, successors and permitted assigns), represented by **Mr. Y.V. Madhukar Jois (Managing Director)**

Jawaharlal Nehru National College of Engineering (JNNCE), Shimoga, Savalanga Road, Navule - 577204, managed by National Education Society (NES) ®, Shimoga, recognized by AICTE, and affiliated to Visveshvaraya Technological University (VTU) Belgaum and (hereinafter referred to as JNNCE, Shimoga", which expression shall unless repugnant to the context or meaning thereof, includes its executors, administrators, successors and permitted assigns), represented by **Dr.H.R. Mahadevaswamy, Principal, Jawaharlal Nehru National College of Engineering (JNNCE), Shimoga - 577204.**

(Malnad Alloys and JNNCE, Shimoga hereinafter individually referred to as "Party" and collectively as "Parties").

WHEREAS, MALNAD ALLOYS established in 1983 is into production and marketing of Alloys Castings catering to valves, pumps, general engineering, turbine and Defence of India and is interested in partnering with JNNCE for Research and consultancy, project development etc;

WHEREAS, JNNCE, Shimoga is a well reputed technical institute, which was established in the year 1980 started with four courses leading to Bachelor of Engineering in Civil, Mechanical and Electrical & Electronics Engineering, Electronics and Communication Engineering and is now offering undergraduate degree courses in 7 disciplines. In addition to, it also runs post-graduates programs in 7 engineering disciplines, besides MBA and MCA Courses. It has also been recognized as Research Centre in Civil, Mechanical, Electrical, Electronics, Computer Science, Chemistry, (Physics), MBA departments by VTU. The Institute is affiliated to VTU, Belgaum which has granted permanent affiliation to JNNCE, Shimoga. The JNNCE, Shimoga is recognized by AICTE, New Delhi. Spread over 52 acres, the campus has all the amenities to cater to the needs of about 3500 students and 400 faculty and staff.

WHEREAS, the Parties are interested in cooperating by means of sponsorship of certain technical events, Internship for undergraduate and post graduate students, support for collaborative post graduate programs, collaborative research work in the areas relevant to MALNAD ALLOYS especially in the area as mentioned in Annexure 4. The general obligations of the parties are more specifically described in Article 1.

The work carried out by JNNCE, Shimoga, in association with MALNAD ALLOYS for the programs as detailed in the Article 1, hereinafter referred to as "joint program or joint work. Foreground created during the Program by one or more employee of MALNAD ALLOYS and/or by one or more students sponsored by MALNAD



ALLOYS and/or one or more JNNCE, Shimoga faculty members in the framework of the joint program or joint work shall exclusively vest in MALNAD ALLOYS, and to the extent necessary, shall be transferred to MALNAD ALLOYS forthwith after the creation of such foreground. In respect of inventions as part of the foreground, MALNAD ALLOYS can file the patent application in such countries it may choose, while explicitly mentioning in the patent applications the name of the inventor(s) subject to section 39 of the Indian Patents Act, 1970. The intellectual property rights are detailed in the Article 2.

This agreement also refers Article 3 to Article 11 as given in this document and are applicable to this MOU.

This agreement is valid till as defined in annexure 4 and can be extended after mutual discussion & amended in annexure 4.

THEREFORE, PARTIES HERETO NOW AGREE AS FOLLOWS:

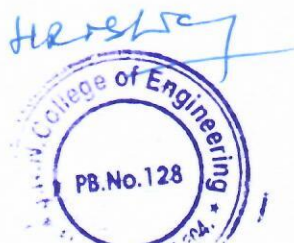
ARTICLE 1

General responsibilities of MALNAD ALLOYS:

- 1.1 Resource Person from MALNAD ALLOYS : MALNAD ALLOYS experts shall support JNNCE in terms of giving Technical Talks / workshops on latest Technologies as mentioned in Annexure 4 of duration of 1 day to 2 days
- 1.2 Internship: During the term of this agreement, MALNAD ALLOYS can provide internship to candidates for M.Tech program and students of undergraduate programs for each year. For each year JNNCE will provide necessary merit list to MALNAD ALLOYS and MALNAD ALLOYS will conduct interview/test on the students before offering Internship for not more than 10 students every quarter.

Where applicable and at the discretion of MALNAD ALLOYS, interns selected by MALNAD ALLOYS may be paid a consolidated sum for each student who is pursuing the PG Courses and UG Courses which shall be mutually decided between the Parties in a separate Work Order.

- 1.3 Development of Curriculum / Lab for PG/UG Courses: MALNAD ALLOYS will assist in providing necessary technical support to JNNCE, Shimoga for developing a curriculum and setting up a lab for PG/UG Course especially in the expertise and competencies of MALNAD ALLOYS. It is the responsibility of



JNNCE, Shimoga to obtain all permissions as required under law for doing the same and no financial support will be rendered by MALNAD ALLOYS.

- 1.4 UG/PG projects: During the term of this agreement, MALNAD ALLOYS can provide projects during their final year to candidates of M.Tech program and students of undergraduate programs for each year in the area of work of MALNAD ALLOYS.
- 1.5 Sponsoring of Technical Events: As and when JNNCE, Shimoga makes a request for sponsoring a technical events viz. Seminars, Conferences, Workshops, MALNAD ALLOYS may, at its discretion can provide necessary logistic support. i.e. providing technical support to carry out the event. MALNAD ALLOYS may, at its sole discretion, extend financial support to JNNCE.
- 1.6 Campus Placement: MALNAD ALLOYS can participate in JNNCE Campus placements for UG/PG students
- 1.7 Research & Consultancy : JNNCE, Shimoga carryout the consultancy work in the area relevant to MALNAD ALLOYS, viz areas as decided by MALNAD ALLOYS, selection of project associates and remuneration will be mutually agreed on case by case. Consultancy area could be Proof of concepts work, consultancy from MALNAD ALLOYS to JNNCE based on the expertise available @JNNCE.
- 1.8 Competency Center: MALNAD ALLOYS can set up Labs @JNNCE in the area of emerging technologies interest to MALNAD ALLOYS and to start within the technologies as mentioned in the Annexure 4
- 1.9 Incubation Center: MALNAD ALLOYS can support JNNCE for Incubation of ideas of Faculty and students relevant to MALNAD ALLOYS to support the incubation centre.

General Obligations of JNNCE, Shimoga:

- 1.10 Internship: JNNCE, Shimoga will provide necessary **merit list to** MALNAD ALLOYS to select candidates for Internship. In the event of necessity, JNNCE, Shimoga will also support MALNAD ALLOYS in conducting Interview/test for selecting the students for internship.
- 1.11 Admission to PG Courses: JNNCE, Shimoga undertakes to admit one eligible employee of MALNAD ALLOYS (if this is of interest to MALNAD ALLOYS) and MALNAD ALLOYS employee should attend PG CET prescribed by



VTU for each academic year starting from 2018 to pursue their PG Course. However every candidate selected under this agreement shall be qualified and have passed the PG CET irrespective of the rank obtained. Discipline of PG Course will be decided by MALNAD ALLOYS while sponsoring the employees. Necessary course fees will be paid by MALNAD ALLOYS. Also MALNAD ALLOYS employees can pursue PhD program at JNNCE and this is as per VTU guidelines & process.

1.12 JNNCE, Shimoga carryout the research work in the area relevant to MALNAD ALLOYS , viz areas as decided by MALNAD ALLOYS, selection of project associates and remuneration will be mutually agreed on case by case.

1.13 JNNCE, Shimoga will extend their services in testing with the laboratory facilities available with them with the nominal testing charges.

ARTICLE 2

INTELLECTUAL PROPERTY RIGHTS

2.1 For the purpose of this Article 2 the following definitions will apply:

2.2 "Affiliates(s)" shall mean any one or more business entities (i) owned or controlled by MALNAD ALLOYS, (ii) owning or controlling MALNAD ALLOYS or (iii) owned or controlled by the business entity owning or controlling MALNAD ALLOYS, at the material time. For the purposes of this definition a business entity shall be deemed to own and/or to control another entity if more than 50% (fifty per cent) of the voting stock of the latter business entity, ordinarily entitled to vote in the election of directors (or, if there is no such stock, more than 50% (fifty per cent) of the ownership of or control in the latter business entity) is held by the owning and/or controlling business entity"

2.3 "Information" means drawings, specifications, photographs, samples, models, processes, procedures, instructions, reports, papers, correspondence and any other technical or commercial information, data and documents of any kind, and including oral information if confirmed in writing within 30 days after the disclosure thereof, but excluding any Intellectual Property Rights pertaining thereto.

2.4 "Intellectual Property Rights" means patents, petty patents, utility models, design patents (both registered and unregistered), design rights, copyrights, know-how and any other form of intellectual property right protection afforded by law to inventions, designs or technical information, and applications therefore.



- 2.5 "Background Intellectual Property Rights" means Intellectual Property Rights (not being Foreground Intellectual Property Rights) which at the date hereof are or during the continuance of the Program comes into the ownership or control of a Party or any of its Affiliates companies and under which such Party is free to grant licenses without the consent of or need to account to any third Party.
- 2.6 "Background" means Background Information and Background Intellectual Property Rights.
- 2.7 "Foreground Information" means such information, whether scientific or technical, as is generated by a Party and/or one more MALNAD ALLOYS sponsored students in the framework of the Program.
- 2.8 "Foreground Intellectual Property Rights" means such Intellectual Property Right as are generated by a Party and/or one or more MALNAD ALLOYS sponsored students in the framework of the Program.
- 2.9 "Foreground" means Foreground Information and Foreground Intellectual Property Rights.
- 2.10 Both Parties will provide necessary Background to the Program and that both Parties agree that it is required to enable the other Party to carry out the Program, such Background to be described in accordance with Annex 2. For the avoidance of doubt, it is stated that all Background used in the execution of the Program shall remain the property of the Party providing the same.

Foreground created during the Program by one or more employee of MALNAD ALLOYS and/or by one or more students sponsored by MALNAD ALLOYS and/or one or more JNNCE, Shimoga faculty members in the framework of the joint program or joint work shall exclusively vest in MALNAD ALLOYS, and to the extent necessary, shall be transferred to MALNAD ALLOYS forthwith after the creation of such Foreground. In respect of inventions as part of the Foreground, MALNAD ALLOYS shall file the patent application in such countries it may choose, while explicitly mentioning in the patent applications the name of the inventor(s) subject to section 39 of the Indian Patents Act, 1970. Any other Intellectual Property that has been created under this program shall be assigned to MALNAD ALLOYS by JNNCE, Shimoga and any individual associated under this Agreement.

- 2.11 JNNCE, Shimoga shall nominate a Program co-coordinator who will sign the Non-Disclosure Agreement and also shall arrange that each and every student participating in the internship or joint work signs the Non-Disclosure Agreement as attached hereto in Annex 3.



ARTICLE 3

CONFIDENTIALITY

- 3.1 Any Information disclosed by MALNAD ALLOYS to JNNCE, Shimoga and/or to any MALNAD ALLOYS sponsored or other non-sponsored students participating in the Program, relating to the Program is confidential and proprietary information ("Information") and is subject to the confidentiality provisions of this Agreement.
- 3.2 Subject to Article 4 (Publication) below, both Parties agree to keep Information including MALNAD ALLOYS proprietary software made accessible for projects in confidence and not to disclose it to third parties. Both Parties further agree not to use Information in any way other than performing its obligations pursuant to this Agreement.
- 3.3 Both Parties undertake to protect Information with at least the same degree of care used to protect its own proprietary Information against disclosure, replication, unauthorized use, copying or misappropriation and shall make the JNNCE, Shimoga Program Coordinator responsible for monitoring this compliance with such duties of protection of the Information.
- 3.4 Promptly at the termination or expiration of this Agreement, JNNCE, Shimoga shall submit all Information to MALNAD ALLOYS and/or where appropriate, shall destroy or erase Information such that JNNCE, Shimoga retains no copies thereof (in whatever form, including electronic) and no written materials relating to the specifications or content of the materials supplied by MALNAD ALLOYS to the Program.
- 3.5 The confidentiality provisions of this Agreement shall not apply to any Information which:
- a) as shown by reasonably documented proof was received by the Parties in good faith from a third party not subject to a confidentiality obligation to either Party;
 - b) as shown by reasonably documented proof was in the other Party's possession prior to receipt thereof from the other Party;
 - c) now is or later has become publicly known through no breach of confidentiality obligation by other Parties.



ARTICLE 4

PUBLICATIONS

Notwithstanding the provisions of Clause 4 above, MALNAD ALLOYS recognizes that members of JNNCE, Shimoga staff and/or MALNAD ALLOYS sponsored students participating in the Program may wish to publish the existence of the Program in the academic press and/or academic meetings or symposia. Any such publication or disclosure may only be made after the written consent of MALNAD ALLOYS has been obtained. MALNAD ALLOYS will have the right to require a delay of such publication or disclosure in order to protect MALNAD ALLOYS commercial interest.

Such consented publications or disclosures will carry an acknowledgement of the financial support of MALNAD ALLOYS unless waived in writing by MALNAD ALLOYS.

ARTICLE 5

DURATION

- 5.1 This Agreement shall become into full force and effect on the date as mentioned in the Annexure 3, signing hereof by duly authorized representatives of both Parties and shall thereafter remain in effect, MALNAD ALLOYS employees admitted to post graduate courses in JNNCE, Shimoga, unless extended by both the parties in writing, prior to the expiration of this agreement. MALNAD ALLOYS reserves its right to terminate this agreement by giving 30 days notice during the tenure of this agreement.
- 5.2 If either Party materially fails to perform or violates any obligation pursuant to this Agreement, then, upon thirty (30) days written notice to the breaching Party specifying such default, the non-breaching Party, may terminate or suspend this Agreement, without liability, unless the breach specified in a notice has been cured within the thirty (30) days period. The ongoing student internships, course works or programs if any will be honored by both the party in the interest of completing education to the students.
- 5.3 If either Party becomes insolvent or bankruptcy proceedings are instituted against it or on its behalf or if either Party makes an unauthorized assignment for the benefit of creditors, such event shall entitle the other Party to immediately terminate this Agreement, to cease performance hereunder and to avail itself of any and all legal or equitable remedies it may have against the other Party.



ARTICLE 6

FORCE MAJEURE

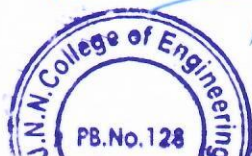
In the event that either Party is delayed or impeded in the performance of its obligations hereunder by any cause beyond its reasonable control, it shall be entitled to such extension of time for such performance as may be fair and reasonable in all the circumstances.

Where a party's ability to meet its obligations under this Agreement is adversely affected by an act beyond its control, it must immediately notify the other party of that circumstance, and must provide its best estimate of the extent and duration of such adverse effect and take necessary steps to fulfill the obligations of this agreement within reasonable time.

ARTICLE 7

LIABILITY

- 7.1 Both Parties shall use all reasonable endeavors to ensure the accuracy of the work performed and any Information given but the Parties do not warrant express or implied, the accuracy thereof and will not be held responsible for any consequences arising out of any inaccuracies or omissions unless such inaccuracies or omissions are the result of negligence by one of the Parties.
- 7.2 JNNCE, Shimoga acknowledges and agrees that MALNAD ALLOYS Information is provided by MALNAD ALLOYS "as is", and that MALNAD ALLOYS disclaims all warranties of any kind either expressed or implied, including without limitation warranties of merchantability and fitness for a particular purpose. Similarly, MALNAD ALLOYS acknowledges and agrees that JNNCE, Shimoga Information is provided by JNNCE, Shimoga "as is" and the same conditions apply as above to JNNCE, Shimoga's Information.
- 7.3 In no event shall MALNAD ALLOYS be liable to JNNCE, Shimoga or any other person for any damage whatsoever arising in connection with its performance under this Agreement and/or out of or as a result of the use of MALNAD ALLOYS Information including any and all costs, expenses, including without limitation, special, incidental or consequential damages even if MALNAD ALLOYS has been advised of the possibility of such damages.
- 7.4 Except for breach of Confidentiality, infringement of Intellectual Property of MALNAD ALLOYS or non-conformance of specifications provided by



MALNAD ALLOYS, in no other event shall JNNCE, Shimoga be liable to MALNAD ALLOYS or any other person for any, damage whatsoever arising in connection with MALNAD ALLOYS or any other third party' usage of work product developed and/or delivered as a result of the program created by this Agreement.

- 7.5 The student or the University may or may not receive a stipend (no payment) for performing any work during the Internship and will not for any purpose become an employee of MALNAD ALLOYS as a result of performing the Internship.

ARTICLE 8

WAIVER

The failure of a Party hereto to exercise or enforce any right conferred upon it under this Agreement shall not be a waiver of any such right nor operate to bar the exercise or enforcement thereof at any time thereafter.

ARTICLE 9

ENTIRE AGREEMENT

This Agreement including its Annexure sets forth in the entire Agreement between the Parties as to the subject matter hereof and merges all discussion and negotiations between them. No modifications or amendment of this Agreement including its Annexure shall be valid or binding unless made in writing and signed on behalf of the Parties by their duly authorized representatives.

ARTICLE 10

ASSIGNMENT

Neither this Agreement nor any right or obligation hereunder is assignable by one Party without the prior consent of the other whereas consent shall not be unreasonably withheld. It is however explicitly understood and acknowledged that MALNAD ALLOYS shall be entitled to assign all its rights and obligations under this Agreement to any of its Affiliates.



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ARTICLE 11

ARBITRATION

In case of a dispute or difference between the Parties arising out of or in connection with the Agreement, the Parties shall first endeavor to settle it amicably by means of arbitration. Failing such settlement, any dispute shall be referred to the Courts in the City of Shimoga alone. The arbitration proceedings shall be in the English or Kannada language.

MALNAD ALLOYS (PVT.) LTD.

JNNCE, SHIMOGA,

By



By



Name: Mr. Madhukar Jois

Name: Dr. H R Mahadevaswamy

Title: Managing Director

Title: Principal

Date:

Date:

Place: Shivamogga

Place: Shivamogga



ANNEX 1

Internship for UG/ M.Tech /PhD Program

The following conditions shall apply to the program

The internship provided by MALNAD ALLOYS to UG/M.Tech./PhD students, will do their dissertation under the supervision of a faculty member associated with the Program. If required a co-supervisor from MALNAD ALLOYS would be co-opted for the Project. The projects would be assigned by mutual consent between MALNAD ALLOYS and the relevant JNNCE, Shimoga faculties. The completion of the project will be determined in accordance with the specifications given by MALNAD ALLOYS to JNNCE, Shimoga which will be mutually agreed by both the parties. The students provide the reports to the institute to fulfill the academic requirements as authorized and agreed by the MALNAD ALLOYS.

The MALNAD ALLOYS representatives are eligible for membership of the UG/M.Tech/PhD program Advisory Committee, to drive the industry requirements to academics.

ANNEX 2

Background Description

Separate project agreements will be made wherein case the Background and transfer of such Background will be specified. Project owners from MALNAD ALLOYS will be assigned to each project.

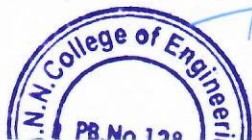
ANNEX 3

Non Disclosure Agreement

MALNAD ALLOYS (Pvt.) Ltd., formed under the Limited Liability Partnership Act 2008 and having its registered office at (hereinafter referred to as "MALNAD ALLOYS ", which expression shall unless repugnant to the context or meaning thereof, includes its executors, administrators, successors and permitted assigns), represented by -----.

And

Jawaharlal Nehru National College of Engineering, Shimoga, 577204 having accredited by VTU (hereinafter referred to as JNNCE, Shimoga ", which expression



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shall unless repugnant to the context or meaning thereof, includes its executors, administrators, successors and permitted assigns), represented by Dr. H.R. Mahadevaswamy, Principal, JNNCE.

and

..... a student (hereinafter referred to as "the Student") participating in UG/M.Tech. /PhD internship program or joint work (hereinafter jointly referred to as "the Program")

hereby agree that the following terms and conditions (hereinafter referred to as "Agreement") shall be applicable in connection with the activities in the framework of the Program, hereinafter called the "Authorized Purpose".

Clause I

MALNAD ALLOYS may disclose certain information to JNNCE, Shimoga and/or the Students with respect to the Authorized Purpose in writing, orally and/or otherwise. Such information may be without limitation, in the form of business and/or financial records, presentations, specifications, sample photographs, drawings or other documents. All information so disclosed is hereinafter referred to as "Confidential Information".

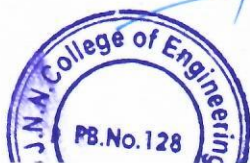
In case Confidential Information is disclosed in documentary or other tangible form, MALNAD ALLOYS will label the same as "confidential", "proprietary" "copyright" or the like.

Clause II

All Confidential Information, which shall include any Derivatives there from, improvement thereon or translation, abridgement, adaptation or other change thereof by MALNAD ALLOYS and/or JNNCE, Shimoga and/or the Student, shall be the property of MALNAD ALLOYS.

MALNAD ALLOYS will provide all Confidential Information on an "as is" basis without any warranty whatsoever, whether express, implied or otherwise, regarding its accuracy, completeness or otherwise, and MALNAD ALLOYS shall not be liable for any direct, indirect, special, incidental, consequential or any other damages of whatsoever nature.

JNNCE, Shimoga and/or the Students will return all confidential information and any copies thereof to MALNAD ALLOYS immediately upon MALNAD ALLOYS first written request.



Clause III

The parties agree that, unless MALNAD ALLOYS gives its written authorization, JNNCE, Shimoga and/or the Student shall, during a period of five (5) years from the date of disclosure of any Confidential Information hereunder:

Not use Confidential Information disclosed by MALNAD ALLOYS pursuant to Clauses I and II for any other purpose than for the Authorized Purpose;
protect MALNAD ALLOYS Confidential Information against disclosure in the same manner and with same degree of care, but not less than a reasonable degree of care, with which it protects confidential information of its own;
Limit circulation of the Confidential Information disclosed by MALNAD ALLOYS to JNNCE, Shimoga and/or the Student in connection with the Authorized Purpose.

In case of doubt JNNCE, Shimoga and/or the Student agree to request MALNAD ALLOYS in writing for latter's opinion.

JNNCE, Shimoga and/or the Student acknowledge that MALNAD ALLOYS will be irreparably harmed if JNNCE, Shimoga and/or the Student actually violate or threaten to violate their confidentiality obligations under this Agreement. Therefore, in the event of such actual or threatened violation, MALNAD ALLOYS shall be entitled to an injunction and / or any other appropriate legal and / or other remedies regarding any actual or threatened violation by the concerned persons of JNNCE, Shimoga and/or the Student.

Clause IV

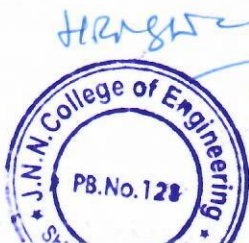
The parties agree that information disclosed by MALNAD ALLOYS to JNNCE, Shimoga and/or the Student pursuant to this Agreement which would otherwise be Confidential Information shall not be deemed Confidential Information to the extent that it can be proven by written records that said information:

is part of the public domain without violation of this Agreement;

is known and on record at JNNCE, Shimoga and/or the Student prior to disclosure by MALNAD ALLOYS ;

is lawfully obtained by JNNCE, Shimoga and/or the Student from a third party who is not bound by similar confidentiality obligations;

where demonstrable, is developed by JNNCE, Shimoga and/or the Student completely independently of any such disclosure by MALNAD ALLOYS ;



is ascertainable from a commercially available product; or

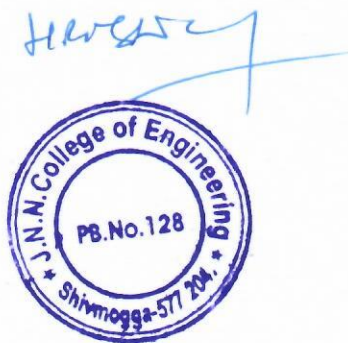
is disclosed pursuant to administrative or judicial action, provided that JNNCE, Shimoga and/or the Student shall use their best effort to maintain the confidentiality of the Confidential Information e.g. by asserting in such action any applicable privileges, and shall, immediately after gaining knowledge or receiving notice of such action, notify MALNAD ALLOYS thereof and give MALNAD ALLOYS the opportunity to seek any legal remedies so as to maintain such Confidential Information in confidence.

If only a portion of the Confidential Information falls under of the above subsections, then only that portion of the Confidential Information shall be excluded from the use and disclosure restrictions of this Agreement.

Clause V

Nothing herein contained shall be construed as a grant by implication, estoppels or otherwise, of a license of only kind by MALNAD ALLOYS to the JNNCE, Shimoga and/or the Student e.g. to make, have made, use or sell any product using Confidential Information or as a license under any patent, patent application, utility model, copyright, mask work right, or any other intellectual property right.

Intellectual property rights (meaning patents, petty patents, utility, models, design patents (both registered and unregistered), design rights, copyrights, know-how and any other form of intellectual property right protection afforded by law to inventions, designs or technical information, and applications therefore) created by Student sponsored by MALNAD ALLOYS and/or JNNCE, Shimoga faculty members in the framework of the Program shall vest in MALNAD ALLOYS, and to the extent necessary, shall be transferred to MALNAD ALLOYS forthwith after the creation of such intellectual property right. In respect of inventions as part Semiconductors of the intellectual property rights, MALNAD ALLOYS shall file the patent application in such countries as it may choose, while explicitly mentioning in the patent applications the name of the inventor (s) subject to the provisions of Section 39 of the Indian Patents Act, 1970.



Clause VI

Written communications with respect to Confidential Information under this Agreement shall be addressed only to the following respective persons) or to such other person as either party may from time to time designate in writing):

MALNAD ALLOYS (PVT.) LTD.

JNNCE, Shimoga

F. a. o.: Mr. Madhukar Jois

F. a. o.: Dr. H.R.Mahadevaswamy"

Phone:

Phone: +91- 78994 78990

Fax:

Fax:

Clause VII

JNNCE, Shimoga and/or the Student shall not transfer or assign any or all of their rights and or their obligations or delegate the performance of any or all of their obligations under this Agreement, direct or indirectly, through acquisition, merger or otherwise, without the prior written consent of MALNAD ALLOYS.

Clause VIII

This Agreement shall be governed and construed in accordance with the laws of India and subject to the exclusive jurisdiction of the Courts in the City of Shimoga.

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ANNEX 3

Technology Collaboration area

Initial collaboration between JNNCE and MALNAD ALLOYS will be for two years starting from the day of signing this agreement and collaboration will be in following are the technology areas:

1. Usage of bio fuels
2. Energy conservation
3.

MALNAD ALLOYS (PVT.) LTD.

JNNCE, Shimoga

Signature:

Signature:

Name:

Name:

Title:

Title:

Date:

Date:

Student Signature

Name:

Date:

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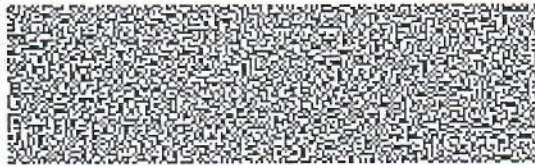
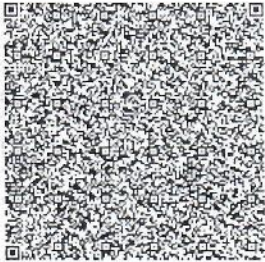
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INDIA NON JUDICIAL

Government of Karnataka

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Certificate No. : IN-KA37972010664571R
Certificate Issued Date : 29-Jan-2019 10:03 AM
Account Reference : NONACC (FI)/ kaksfcl08/ K R PURAM/ KA-BN
Unique Doc. Reference : SUBIN-KAKAKSFCL0809763134829624R
Purchased by : JAWAHARLAL NEHRU NATIONAL COLLEGE OF ENGINEERING
Description of Document : Article 12 Bond
Description : MEMORANDUM OF UNDERSTANDING
Consideration Price (Rs.) : 0
(Zero)
First Party : SUGAMYA ACADEMY FOR EXCELLENCE SAFE
Second Party : JAWAHARLAL NEHRU NATIONAL COLLEGE OF ENGINEERING
Stamp Duty Paid By : JAWAHARLAL NEHRU NATIONAL COLLEGE OF ENGINEERING
Stamp Duty Amount(Rs.) : 100
(One Hundred only)



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MEMORANDUM OF UNDERSTANDING

The MOU between the Sugamya Academy For Excellence(SAFE) as first party do hereby state that we have made Jawaharlal Nehru National College of Engineering(JNNCE), Shimoga as second party is being signed on 29.01.2019

The MOU is signed on the prospect that both the parties will collaborate on developing technical skills of students required by the industry particularly in the area of IT and IT related areas.

The scope of the MOU is to introduce digital platform, namely E-box, to promote teaching-learning of both faculty and students particularly in the technology space.

Statutory Alert:

1. The authenticity of this Stamp Certificate should be verified at www.shilestamp.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.

H. R. S. S.
Principal

SUGAMYA ACADEMY FOR EXCELLENCE (SAFE)
2462, High Tension Road
Vijayanagara 2nd Stage, MYSORE
Karnataka-570 017, Ph: 0821-2973750

Broad Objectives:

SAFE and JNNCE will undertake jointly in developing technical skills of engineering students who are currently studying in the college through:

- Develop skills of students during their course of study by integrating the platform with in the semester schedule where ever possible,
- Provide sufficient and necessary skills to the concerned faculty members to drive the semester curriculum by organizing Faculty Skill Enhancement Programs(FSEP)
- Introduce several placement based skill enhancement programs to all students during vacation,
- Develop students skill oriented competitiveness by organizing several competitions on industry oriented problems,
- The concerned faculty members and SAFE trainers will closely work on developing problems based on the syllabus continuously.

Programs of Collaboration:

Both JNNCE and SAFE jointly execute all skill enhancements programs as per the Annexures. The training programs, its scope, structure, cost and conduction will be detailed in the Annexures. A separate annexure will be created for each program depending on the needs of institution.

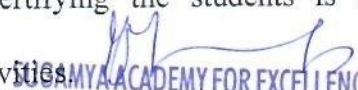
We as a **second party** do hereby state, declare and undertake Admission from the **1st party** as under:

Table-1		
Particulars	1st Party	2nd Party
Name of the organisation	Sugamya Academy For Excellence(SAFE)	Jawaharlal Nehru National College of Engineering (JNNCE)
Address of the organisation	Sugamya Corner, #2462, HT Line Road, 2 nd stage, Vijayanagara, Mysore-570017.	Navule, Shimoga - 577204
Type of the organisation	Partnership	
Name of the owner	Dr. Subraya BM	Dr. H.R. Mahadevaswamy
Designation	Co-founder	Principal
Phone No	+91 821 2973750	+91-8182-276707
E-Mail id	subraya@gmail.com	principal@jnnce.ac.in

General:

1. JNNCE will provide all necessary infrastructure to run any training program at the college premises.
2. JNNCE will take up all necessary administrative process to manage the students during the training program with in the college.
3. JNNCE will identify a Single Point of Contact(SPOC) who will in turn coordinate with SAFE for smooth conduction of training programs,
4. JNNCE will provide good accommodation for trainers of SAFE with in their college premisis during the training program.
5. SAFE will provide all help to the college during the training program.
6. SAFE is responsible for all technical training and contents.
7. The responsibility of extending the training and certifying the students is the sole responsibility of SAFE.
8. SAFE will work to assist the students in placements activities.


Principal
Jawaharlal Nehru National


SUGAMYA ACADEMY FOR EXCELLENCE (SAFE)
2462, High Tension Road
Vijayanagara 2nd Stage, MYSORE
Karnataka-570 017, Ph: 0821-2973750

Financial:

9. A separate quotation will be provided based on the requirements of the college
10. All payments must be made thru RTGS or cheque in favor of SAFE

Arbitration:

11. We undertake that in case of any dispute what so ever we shall submit ourselves to the arbitration decided by SAFE at their sole discretion in terms of Arbitration and Conciliation Act 1996 and any other applicable laws in this regard.

Termination:

12. The agreement will be terminated if any illegal practices are noticed which would spoil the name and fame of JNNCE/ SAFE

Area of Jurisdiction:

13. We undertake and agree that in case of any dispute/arbitration, the area of jurisdiction will be Mysore only.

Validity:

14. We agree that the 2 years from the date of agreement and same shall be renewed by the mutual consent.

Second party


Signature
Principal

Jawaharlal Nehru National
College of Engineering, Shivamogga.

Witnessed by

Signature

First party


Signature

SUGAMYA ACADEMY FOR EXCELLENCE (SAFE)
2462, High Tension Road
Vijayanagara 2nd Stage, MYSORE
Karnataka-570 017, Ph: 0821-2973750

Witnessed by
Signature

Annexure-I

Course Name: C Programming for Problem Solving.

Semester: 1st/2nd (Odd/Even Semester).

College: JNNCE, Shimoga,

Delivery: JNNCE trained faculty members

Following are the details of the structure of the course which will be implemented for first/second semester students of the college. The roles and responsibility of both parties are also highlighted for smooth conduction of the program.

Syllabus:

Module	Topics	Syllabus Oriented (No.of problems)	Industry Oriented (No.of problems)
Module 1	Introduction to computer Hardware and software Introduction to C Programming	1	i-Analyse-15
			i-Practice-3
			i-Apply-2
Module 2	Input and output operations. Conditional Branching and Loops	5	i-Analyse-25
			i-Practice-5
			i-Apply-2
Module 3	1-D Array, 2-D Array, Strings	3	i-Analyse-15
			i-Practice-3
			i-Apply-2
Module 4	UserDefinedFunctions and Recursion	3	i-Analyse-15
			i-Practice-3
			i-Apply-2
Module 5	Structureand Pointers,Pre-processorDirectives	2	i-Analyse-15
			i-Practice-3
			i-Apply-2

i- Analyse- In the i-Analyse component, E-box offers you an exciting way of learning through analyzing and exploring code snippets. This component comprises of numerous brainstorming exercises like Code fill-ups, Code Jam, Predict the output, etc., These exercises help the learners improve their logic building skills, testing skills, Code maintainability skills and Code debugging skills.

i-Practice- Knowledge is of no use until you put it into practice. Learners can hone their coding skills with hundreds of practice exercises available in i-Practice component.

i-Apply-It is the ware house of engaging and educating scenario based, situational based, application based, theme based and game based problems. The essence of learning through the practice based approach is essentially achieved through this component as learners are put to practice thoroughly with all the knowledge they acquired from the above components.

H. R. ...
Principal

Subbaraj Nehru National
Shimoga

SUGAMYA ACADEMY FOR EXCELLENCE (SAFE)
2462, High Tension Road
Vijayanagara 2nd Stage, MYSORE
Karnataka-570 017, Ph: 0821-2973750

Roles and Responsibilities of SAFE:


- Identifying Single Point of Contact(SPOC),
- Lab cycles to be created along with JNNCE faculty members,
- Creation of User accounts for teachers who offer Courses and labs,
- One week of faculty workshop on problem solving using C with E-Box platform.
- Generation of reports wherever necessary
- Students' log-in ids to be created after receiving the details from the college,
- Two days of Induction program for students at the college premises,
- Two days of workshop during the mid of the semester on topics of concern,
- Weekly and monthly performance reports to be generated
- Code challenge to be conducted during the semester,
- Identifying slow learners and fast learners and report to the college

Roles and Responsibilities of JNNCE:

- Identifying Single Point of Contact(SPOC),
- Planning of faculty workshop who are part of the course,
- Student registration details to be given to E-Box coordinator.
- Verifying the course content with in platform as per the syllabus,
- Trained faculty to train Lab Instructors,
- Lab Session wise Weightage, if required, needs to be finalized.
- Accommodation for trainers during the session at the college premises
- Administrative help whenever it is required

Pricing:

- Rs. 800 per Student/course/semester + Service Tax, if any


Principal
Jawaharlal Nehru National
College of Engineering, Shivamogga.


SUGAMYA ACADEMY FOR EXCELLENCE (SAFE)
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Karnataka-570 017, Ph: 0821-2973750

Annexure-II

Workshop Name: Faculty Skill Enablement Program (FSEP)

Course Name: Problem solving using C and Basic Data Structure

Duration: 6 days.

Venue: Sugamya Academy for Excellence (SAFE), Mysuru.

Delivery: E-Box Team

The training mainly focuses on skilling the faculty from the industry perspective and thereby enable the students during the semester. Faculty will be exposed to industry problems, methodology of corporate training and interact with industry professionals on the subject. Faculty will be enabled on how to use the E-box platform both for course delivery and assessment.

Syllabus:

Module	Topics	Syllabus Oriented (No.of problems)	Industry Oriented (No.of problems)
Module 1	Exposure to E-Box and Problem solving using E-box, Awareness on Test Cases and its use.	-	i-Analyse-15
			i-Practice-3
			i-Apply-2
Module 2	Input and output operations. Conditional Branching and Loops	6	i-Analyse-25
			i-Practice-5
			i-Apply-2
Module 3	1-D Array, 2-D Array, Strings, User Defined Functions	3	i-Analyse-15
			i-Practice-3
			i-Apply-2
Module 4	Teachers Dashboard, generation of report, authoring problems, conducting exams,	3	i-Analyse-15
			i-Practice-3
			i-Apply-2
Module 5	Recursion, Structure and Pointers, Pre-processor Directives	2	i-Analyse-15
			i-Practice-3
			i-Apply-2
Module 6	Linked List, Stack & Queue QA session	-	i-Analyse-30
			i-Practice-10
			i-Assess-2

i- Analyse- In the i-Analyse component, E-box offers you an exciting way of learning through analyzing and exploring code snippets. This component comprises of numerous brainstorming exercises like Code fill-ups, Code Jam, Predict the output, etc., These exercises help the learners improve their logic building skills, testing skills, Code maintainability skills and Code debugging skills.


Principal

Jawaharlal Nehru National
Sugamya Academy for Excellence


SUGAMYA ACADEMY FOR EXCELLENCE (SAFE)

2462, High Tension Road
Vijayanagara 2nd Stage, MYSORE
Karnataka-570 017, Ph: 0821-2973750

i-Practice- Knowledge is of no use until you put it into practice. Learners can hone their coding skills with hundreds of practice exercises available in i-Practice component.

i-Apply-It is the ware house of engaging and educating scenario based, situational based, application based, theme based and game based problems. The essence of learning through the practice based approach is essentially achieved through this component as learners are put to practice thoroughly with all the knowledge they acquired from the above components.

Roles and Responsibilities of SAFE:


- Identifying Single Point of Contact (SPOC),
- One week of faculty workshop on problem solving using C with E-Box platform.
- Generation of reports wherever necessary.

Roles and Responsibilities of JNNCE:

- Identifying Single Point of Contact(SPOC),
- Planning of faculty workshop who are part of the course,
- Verifying the course content with in platform as per the syllabus,
- Trained faculty to train Lab Instructors.

Pricing:

- Rs. 7000 per faculty + Service Tax, if any
- If accommodation is required, Rs. 500/day/person will be charged on shareable basis


Principal
Jawahar Lal Nehru National
College of Engineering, Shivamogga.


SUGAMYA ACADEMY FOR EXCELLENCE (SAFE)
2462, High Tension Road
Vijayanagara 2nd Stage, MYSORE
Karnataka-570 017, Ph: 0821-2973750



PROPOSES

Innovation & Excellence in Technologies

FOR

J.N.N College of Engineering, Shivamogga

Submitted To:

Dr. C. Srikant, HoD,
Dept. of Training and Placement
J.N.N. College of Engineering
Shivamogga
Ph: +91 9886748944
Email: hod_placement@jnnce.ac.in

Submitted By:

Prabhakaran Ganeshan
KodNest Technologies,
Bangalore
Ph: +91 7411615623
Email: pk@kodnest.com

Professor - MBA & HOD
(Training & Placement)
J.N.N. College of Engineering
Kavali, Kavali Road,
Shivamogga - 577 331.

Principal
Jawaharlal Nehru New
College of Engineering (JNNCE)
Shivamogga.

Executive Summary

At the outset, warm greetings from the entire management team of **KodNest**, we are glad that you have shown interest in our service offerings and assure you of our best services all the time at **College name** for all the students that we are given responsibility for. Thank you once again for providing us an opportunity to submit our tailor made proposal to provide training and placement to your students.

This proposal for Final year/Semester engineering students of **College Name** is to fulfill your vision of making **College name** one of the best colleges, in the entire state of Karnataka.

Incepted in 2017, **KodNest Technologies** is a premier skill development company with its corporate office in Bangalore offering an entire range of services involved in the training, development and Employment.

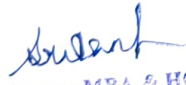
KodNest is India's leading career Accelerator for job seekers and IT professionals with its training platform. We pioneer the initiative of filling the gap between the IT companies and Academia by training students with top trending technologies in the IT Industry.


Our program would see us assist you in the transformation of your engineering students keeping their placements in mind. The necessity for any graduate to be industry ready with specific skill sets is very vital in today's fast-moving world. Keeping that in mind and also the kind of contribution we can lend for the same to be fulfilled, we have tried to make this proposal in as much detail as possible so as to enable a very thorough evaluation from you and your nominated persons.

Please go through this proposal in detail at your convenience and please do contact us at any point of time for any clarifications or additional information in this proposal. We are grateful for your interest in our services and assure you of our best efforts in our engagement with **College name**. The management team personally assures you of living up to your expectations.

We are operating across the globe virtually:

- BTM Layout, Bangalore (Corporate Office)


Professor - MBA & HOD
(Training & Placement)
J.N.N. College of Engineering
Navale, Savalanga Road,
Shivamogga - 577 204.


Principal
Jawahar Education New
College of Engineering
Shivamogga.

Career Enhancement

As you are aware, every year we have 12 to 15 Lakh students graduating out of colleges with minimal knowledge on the technology only to be categorized as unskilled and termed as "industry not ready". Furthermore, as are witnessing a shift in the industry trend from:

"Hiring & Training" to "Hire only Trained"

This would have a direct impact on the job opportunities available to students year on year during campus placements. With the number of companies visiting every campus in India forecasted to be much lower than last year, it is of great importance that students are better prepared for the companies that visit and convert these opportunities.

Though there are Lakhs of vacancies every year for Fresher's, Companies are Unable to Recruit

We take pride in ourselves in providing a First off its kind and **Unique Program** only by KodNest, in India by setting up a program for **Innovation & Excellence (I&E)** for your college by taking all the **final year students** and providing them **free training on Core Java** and also ensure to provide them **5 placement drives** if the student has a **90% attendance and 80% test scores in the complete 30 days training program consistently.**

Our client base is steadily growing with over **180+** as of now, more so is our commitment to remain the regional leaders in the fields of Training and Employment.



Professor - MBA & HOD
(Training & Placement)
J.N.N. College of Engineering
Navule, Savalanga Road,
Shivamogga - 577 204.



Principal
Jawaharlal Nehru New
College of Engineering (JNNE)
Shivamogga.

Deliverables

Delivery Model:

- Two way interactive online Live Streaming session from our Corporate Office

Support required from your college:

- Ensure students attend without missing the sessions.
- Encourage all students to attend the sessions and attend all the tests without fail.
- Students must have good Internet connection for live streaming
- Uninterrupted Power Supply



Principal
Jawahar Education Trust
College of Engineering & IT
Shivamogga.



Professor - MBA & HOD
(Training & Placement)
J.N.N. College of Engineering
Navute, Savanurga Road,
Shivamogga - 577 204.

Training Schedule

Training Schedule in February 2021	
Training Hours	60 Hours
Topics to be Covered and weekly test	Core Java
	Saturday / Sunday

Refer 'Annexure – 1' for complete course details

Note: Hours and Topics to be covered are subjected to change as per requirement.

Registration Process

Zero cost for partnered Colleges

Details	Amount (In Rupees)
Program Fee	0
GST	0
Total	0

Attendance Policy

Case 1	Less than 90% attendance	No placement drives
Case 2	Less than 80% in Tests conducted by Kodnest	No placement drives
Case 3	Irregularity	No placement drives

Sullant

Professor - MBA & HOD
(Training & Placement)
J.N.N. College of Engineering
Navul, Sevulanga Road,
Shivamogga - 577 204.

JP

Principal
Jawaharlal Nehru New
College of Engineering (INNCE)
Shivamogga.

Top Recruiters



Sulank

Professor - MBA & HOD
(Training & Placement)
J.N.N. College of Engineering
Navale, Savadole Road,
Shivamogga - 577 204.

J.P.
Principal
Jawaharlal Nehru New
College of Engineering (JNCC)
Shivamogga.

Annexure – 1

Java

- | | |
|--|--|
| <ul style="list-style-type: none">• Introduction• Java Characteristics / Features / Buzzwords• Types of Programming Languages• History• Installation Steps• Java's Runtime Environment• Java's Virtual machine• Java Development Tool Kit• Editions• Versions• Directory Structure• Steps to Write, Compile and Run Java Program• Comments• Usage of integrated development environment• Importance of integrated development environment• java Docs• java decompiler• Language Fundamentals• Character Sets, Keywords and Identifiers | <ul style="list-style-type: none">• Datatypes - Primitive Datatypes• Variables - Primitive Vs Reference Variables• Constants and Literals• special symbols permitted in variable names and literals• Boolean Literals and null Literal• Character and String Literals• Integer and Floating-Point Literals• Underscore in Numeric Literals• Operators• Arithmetic and String Concatenation Operator• Assignment Operator• Increment / Decrement Operators• Relational and Logical Operators• new and instance of Operator• Conditional and Bitwise Operators• Control Statements• Conditional Statements - if ,else if , else if ladder and switch• Looping Control |
|--|--|

[Handwritten Signature]
Professor - MBA & HOD
J.N.N. College of Engineering
Navale, Savalgaon Road,
Shivamogga.

[Handwritten Signature]

Professor - MBA & HOD
(Training & Placement)
J.N.N. College of Engineering
Navale, Savalgaon Road,
Shivamogga - 577 204.

<ul style="list-style-type: none"> • Statements-for,while,do-while • Unconditional Control Statements-break, continue • type casting • numeric promotion • truncation • Arrays • Single Dimensional Arrays • Two Dimensional Arrays • multidimensional Arrays • Jagged arrays • Enhanced for loop • debugging in integrated development environment • Memory Management • Exploring String Class • String Pool • Constant Pool • Non-Constant Pool • Programming on Strings • Exploring StringBuffer Class • Exploring StringBuilder Class • StringBuilder Class API • Wrapper Classes • Object Oriented Programming • Programming Models • OOPS Concepts • Classes and Objects • Members of Class • Variables- Instance and Static • Variables, local variables 	<ul style="list-style-type: none"> • Blocks , Constructors and Methods • this keyword • this() • super() • constructor chaining • local chaining • shadowing problem • segments of JRE • Class Loading and Object Creation • Packages and Access Modifiers • methods • types of methods • method overloading • Virtual Polymorphism • java.lang Package contents • Packages • About Object class • Exploring Methods of Object class • Cloning • Garbage Collection • Conversions using Wrapper Classes • static keyword • class variables • utility methods • static blocks • instance blocks • insite of the working of class loader • Singleton design pattern • and Pattern programs • Frequently asked popular interview programs.
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Thank You.



Professor - MBA & HOD
(Training & Placement)
J.N.N. College of Engineering
Navule, Saval Road,
Shivamogga - 577 204.

www.kodnest.com



Principal
Jawaharlal Nehru New
College of Engineering (JNNCE)
Shivamogga.



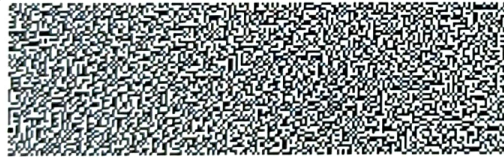
सत्यमेव जयते

INDIA NON JUDICIAL

Government of Karnataka

e-Stamp

Certificate No. : IN-KA74633779604063R
Certificate Issued Date : 15-Mar-2019 11:59 AM
Account Reference : NONACC (FI)/ kaksfcl08/ SHIMOGA2/ KA-SM
Unique Doc. Reference : SUBIN-KAKAKSFCL0880700150197913R
Purchased by : JAWAHARLAL NEHRU NATIONAL COLLEGE OF ENGG SHIMOGA
Description of Document : Article 12 Bond
Description : AGREEMENT
Consideration Price (Rs.) : 0
(Zero)
First Party : JAWAHARLAL NEHRU NATIONAL COLLEGE OF ENGG SHIMOGA
Second Party : LAVIT CONSULTANCY SERVICE BHOPAL
Stamp Duty Paid By : JAWAHARLAL NEHRU NATIONAL COLLEGE OF ENGG SHIMOGA
Stamp Duty Amount(Rs.) : 100
(One Hundred only)



Please write or type below this line

CONSULTING AGREEMENT

This Agreement is made between **Jawaharlal Nehru National College of Engineering**, ("Client"), with a principal place of business at Navule, Savalanga Road, SHIMOGA - 577204 and **LAVIT CONSULTANCY SERVICE** at 156, MADHUVAN CITY, KOLAR ROAD, BHOPAL INDIA ("Consultant").

1. Services to be performed:

Consultant shall train and assist Client with onsite location for **2 days Machine Learning with Python Workshop (22-03-2019 to 23-03-2019)**

2. Payment:

Client agrees to pay Consultant a deposit of INR 550/participant excluding GST 18% with

Statutory Alert:

1. The authenticity of this Stamp Certificate should be verified at "www.shilestamp.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

Handwritten signature

the minimum requirement of 50 participants for **Machine Learning with Python Workshop Training** that is going to be held for two days between **22-03-2019 to 23-03-2019** for the services described in item 1 above, to be applied toward charges accrued. Consultant shall be paid on the first day of workshop. Client shall make all payments in compliance with item three (3) below.

3. Terms of Payment:

Payments shall be in the form of demand draft or RTGS made payable to GIRISH KUMAR SHAKYA. Late payment by Client, as defined by failure to deliver payment within thirty days from the date of each invoice/bill, shall be subject to a late fee of 5%. Thereafter all outstanding balances shall accrue a 1.5 % monthly charge until fully paid.

4. Materials:

Consultant shall furnish all materials and equipment used to provide the services required to complete this Agreement.

5. Intellectual Property Ownership:

Consultant grants to Client a royalty-free nonexclusive license to use anything created or developed by Consultant for Client under this Agreement ("Contract Property"). The license shall have a perpetual term and Client may not transfer it. Consultant shall retain all copyrights, patent rights, and other intellectual property rights to the Contract Property.

6. Term of Agreement:

This Agreement will become effective when signed by both parties and will terminate on the earlier of: The date Consultant completes the services specified in paragraph one (1) above,
Or
The date a party terminates the Agreement as provided below.

7. Termination of Agreement:

Either party may terminate this Agreement at any time by giving written notice of termination. Upon termination Consultant shall be entitled to reimbursement for all work performed up to the date of termination.

8. Independent Contractor Status:

Consultant is an independent contractor, not Client's employee. Consultant's employees or subcontractors are not Client's employees. Consultant has the right to hire assistants as subcontractors, or to use employees to provide the services required by this agreement. Consultant and Client agree that Consultant and its subcontractors or employees are not entitled to an employee status for benefits, and/or other employee rights or status with the Client.

9. Exclusive Agreement:

This Agreement is the only agreement between Consultant and Client.

10. Notices:

All notices required or to be given hereunder shall be in writing and deemed duly given when delivered by registered or certified mail return receipt requested, postage and registration or certification charges prepaid, or by facsimile with written evidence of completed transmission, or by email, to the last known email address of the recipient. Notice is effective upon receipt. It is hereby agreed that all notices are to be provided to the parties at the

L HARSH

following addresses:

Consultant:

LAVIT CONSULTANCY SERVICES

156, MADHUVAN CITY, KOLAR ROAD

BHOPAL, MP - 462001

admin@lavit.in

Client: JAWAHARLAL NEHRU NATIONAL COLLEGE OF ENGINEERING

Navule, Savalanga Road, SHIMOGA - 57720

principal@jnncce.ac.in

11.No Partnership:

This Agreement does not create a partnership relationship. Neither party has authority to enter into contracts on the other's behalf.

12.Resolving Disputes:

If a dispute arises under this Agreement the parties agree that this matter shall be resolved either by first mediation, and if not so mediated within sixty days of the date of the dispute then by arbitration. If the parties cannot agree on an arbitrator, each party would pick an arbitrator of their choice and then said arbitrators would pick a mutually agreeable arbitrator. Each party shall assume their own cost of mediation and/or arbitration. If either party fails to comply with the above provisions within a reasonable time, then the aggrieved party may bring an action to the appropriate court venue. The parties agree that the Commonwealth of Madhya Pradesh Laws shall be the choice of Law with respect to all matters related to this contract.

13.Liability to the Client:

Consultant is not liable to Client under this Agreement for damages, costs, and expenses unless caused by willful and deliberate misconduct. Consultant's liability shall not exceed the compensation received by Consultant under this Agreement. Consultant shall not be liable for Client's lost profits, or special, incidental, or consequential damages given a good faith work product generated by the Consultant.

Consultant is not liable for any unforeseen circumstances, acts of god, or other superseding activities or events.

14.Signatures:

Client:

By: HRVSL

Executive Name : Principal
Jawaharlal Nehru National
College of Engineering, Shivamogga.

Consultant: LAVIT CONSULTANCY SERVICES

By: GIRISH KUMAR SHAKYA

Title: C.E.O, LAVIT CONSULTANCY SERVICES

Date: 15-03-2019

HRVSL





MEMORANDUM OF UNDERSTANDING

This agreement is made & executed on this day of 15th December 2020 between "QSpiders Campus Connect" a unit of Test Yantra Software Solutions India Pvt Ltd" Having its corporate office at 01, Basappa Layout, Gavipuram Extn, Gavipuram Extension, Kempegowda Nagar, Bengaluru, Karnataka 560019 Here in after referred to as the "QCC" which expression shall mean and include its heirs, legal representatives, executors, successors-in-interest, administrators and assignees etc. of the **one part**.

And

"Jawaharlal Nehru National College of Engineering, Rushikonda, Savalanga Road, Navule, Shivamogga, Karnataka 577204. Here in formerly referred to as the "JNNCE" which expression shall mean and include its heirs, representatives, executors, successors-in-interest, administrators and assignees etc. of the **other part**.

Objective: "The Objective of this MOU is to provide Technical and Aptitude Training Program to JNNCE Students"

General Terms of MOU:

1. **Participating Campus:** Following campus of JNNCE are entitled to undergo for training and placements.
2. **Training Program:** The Training program shall be designed and delivery to agreed branches. Details are enclosed in annexure I.
3. **Structure of Training Schedule.**
 - a) **Training Module:**
QCC is designed technical training to students of JNNCE in accordance to industry requirements
Training plan are specified in Annexure
 - b) **Eligibility:**
All BE students are eligible for the training program.
4. **SPOC and Trainer Deployment:**
 - a) Training will be delivered on our platform called SkillRary.
 - b) Trainers having multiple skills are used to train on requested skills.
 - c) QCC will use either in-house trainer or freelance trainer based on the need and availability
 - d) **Primary SPOC**
L Devika Rani Shelke
9913684738
devikarani.l@qspiders.com
 - e) **Secondary SPOC**
Likhitha
6366765697
likhitha.r@qspiders.com
 - f) Any change in training co-ordinator will be communicated
5. **Payment and Mode of Payment:**
Technical Training fee Charged by QCC shall be to all the students of JNNCE who undergo training as per the agreed cost as per cost mentioned in the annexure I (Not applicable for Specific Training for which fee will be specified accordingly). JNNCE shall make payment only through Online transfer or DD.

Principal
Jawaharlal Nehru New
College of Engineering (JNNCE)
Shivamogga.



Training payment - Once after completion of Training, Payment has to be released Immediately within 3-4 Working days

Bank Account Details for NEFT or RTGS:

- a) Bank account name: QSpiders a unit of test Yantra Software solutions India Pvt Ltd
- b) Account number: 625405017924
- c) IFSC Code: ICIC0006254
- d) DD to be issued in favour of "QSpiders a unit of test Yantra Software solutions India Pvt Ltd"

6 Confidentiality:

Each party agrees that it shall not, at any time, after executing the activities of this MOU, disclose any information in relation to these activities or the affairs of business or method of carrying on the business of the other without consent of both parties.

7 Extension of Agreement:

The MOU may be extended provided the parties agree upon, and can provide the necessary resources.

8 Communications:

All notice, demands and other communication under this agreement in connection herewith shall be written in English language and shall be sent to the last known address, email, or fax of the concerned party. Any notice shall be effective from the date on which it reaches the other party.

9 Terms and Conditions:

1.1 General Terms:

1. No exclusivity clause for Training Program Model. However, JNNCE will have no objection in conducting training for other college students in JNNCE campus as well as in other college campus.

1.2 Hiring Terms:

1. JNNCE cannot hire the current employees of QCC and its group of companies Test Yantra, QSpiders and JSpiders, in such case JNNCE need to seek NOC from QCC.
2. JNNCE cannot hire the employees worked QCC and its group of companies Test Yantra, QSpiders, JSpiders and got relieved from his/her employability within 3 years. Minimum gap should be 3 years and more.

JNNCE cannot hire employees of QCC and its group companies Test Yantra, QSpiders, JSpiders in any of the below forms

- a. As a Permanent Employee of JNNCE
 - b. As a Contract Employee of JNNCE
 - c. As a part time employee or daily wages employee of JNNCE
 - d. As a consultant to JNNCE
 - e. Through any other sources or companies.
 - f. Direct or indirect association with ex-employees is not allowed
- Freelance/trainer deployed from JNNCE should not be hired on JNNCE roles and term no 3 is also applicable to the trainer/trainer also.



11. Training Content and Delivery Terms:

1. Training Head or Coordinator from QCC will meet academicians of JNNCE to formalize and finalize the training content mutually.
2. Once the training content is finalized and approved, it cannot be modified later.
3. The training content which is agreed mutually by QCC and JNNCE will be delivered by QCC.
4. Additional training apart from the agreed content, is recommended/requested by any JNNCE campus will be charged additionally based on subject and its content.

12. Training Mode- The training will go online on QSpiders own platform- www.skillrary.com

a. Payment Terms:

Training Payment Terms:

1. Training fee is charged to all the students who enrolled for training program.
2. Payment to be released as per mentioned in Annexure-1

c. Tax Terms:

1. GST will be paid as per mutual agreement, based on the invoice raised by QCC
2. JNNCE will be paying 18% GST.
3. All the payment done by JNNCE campus, TDS will be applicable and TDS statement to be provided to QCC quarterly

d. Exit terms:

1. The minimum locking period for this agreement will be 1 year from the date of signing MOU.
2. Both the parties can exit from the agreement if other party services are not satisfied.
3. If QCC wished to exit the agreement, it will complete the current running training schedule and then exit.
4. If QCC wished to exit the agreement, advance amount shall not be refundable and also any additional training fee has to be paid by JNNCE till the date of termination of agreement.

13. Arbitration:

Any dispute arising with regard to any aspect of this Agreement shall be settled through mutual consultations and agreements by the parties to the Agreement. Or All disputes, questions or differences etc., arising in connection with this agreement shall be referred to a sole arbitrator to be nominated by both the Parties. The arbitration proceedings shall be in accordance with & subject to Arbitration and Conciliation Act, 1996. The award of the arbitrator shall be final and binding on all parties to this agreement. The venue of such arbitration shall be at Bangalore.

Annexures Enclosed

For

JNNCE Bengaluru

TPG

Name: Principal JNNCE College

G. SURESH

**Training and Placement Officer
Jawahar Lal Nehru National College
of Engineering, SHIMOGA-577 204**



From

QSpiders Campus Connect.

Name: Devika

Designation: QSpiders Campus business head



Handwritten notes and signatures in blue ink at the bottom right.

MEMORANDUM OF UNDERSTANDING
Between

Qualitas Technologies Pvt. Ltd.

AND

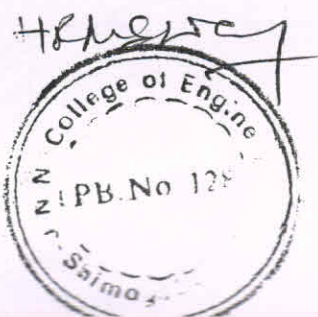
Jawaharlal Nehru National College of Engineering,
Shimoga - 577204

Qualitas Technologies Pvt. Ltd., a private limited company registered under Companies act, 1956 (No 1 of 1956) and having its registered office at #1007 SM Complex, 43rd Main Rd, Ideal Homes Township, RR Nagar, Bengaluru, Karnataka 560098, ,INDIA (hereinafter referred to as " Qualitas Technologies ", which expression shall unless repugnant to the context or meaning thereof, includes its group companies and related companies not limiting to its executors, administrators, successors and permitted assigns), represented by Mr. Raghava Kashyapa. Managing director

Jawaharlal Nehru National College of Engineering (JNNCE), Shimoga - 577204, managed by National Education Society (NES) ®, Shimoga, recognized by AICTE, and affiliated to Visveshvaraya Technological University (VTU) Belgaum and (hereinafter referred to as JNNCE, Shimoga", which expression shall unless repugnant to the context or meaning thereof, includes its executors, administrators, successors and permitted assigns), represented by **Dr.H.R.Mahadevaswamy, Principal, Jawaharlal Nehru National College of Engineering (JNNCE), Shimoga - 577204.**

(Qualitas Technologies and JNNCE, Shimoga hereinafter individually referred to as "Party" and collectively as "Parties").

WHEREAS, Qualitas Technologies is in the business of the development of Machine vision system, software and system solutions & services and is interested in growing a design and development competence centre in India;



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WHEREAS, JNNCE, Shimoga is a well reputed technical institute, which was established in the year 1980 started with four courses leading to Bachelor of Engineering in Civil, Mechanical and Electrical & Electronics Engineering, Electronics and Communication Engineering and is now offering undergraduate degree courses in 7 disciplines. In addition to, it also runs post-graduates programs in 7 engineering disciplines, besides MBA and MCA Courses. It has also been recognized as Research Centre in Civil, Mechanical, Electrical, Electronics, Computer Science, Chemistry, (Physics), MBA departments by VTU. The Institute is affiliated to VTU, Belgaum which has granted permanent affiliation to JNNCE, Shimoga. The JNNCE, Shimoga is recognized by AICTE, New Delhi. Spread over 52 acres, the campus has all the amenities to cater to the needs of about 3500 students and 400 faculty and staff.

WHEREAS, the Parties are interested in cooperating by means of sponsorship of certain technical events, Internship for undergraduate and post graduate students, support for collaborative post graduate programs, sponsorship to employees of Qualitas Technologies for post graduate programs, collaborative research work in the areas relevant to Qualitas Technologies especially in the area as mentioned in Annexure 4. The general obligations of the parties are more specifically described in Article 1.

The work carried out by JNNCE, Shimoga, in association with Qualitas Technologies for the programs as detailed in the Article 1, hereinafter referred to as "joint program or joint work. Foreground created during the Program by one or more employee of Qualitas Technologies and/or by one or more students sponsored by Qualitas Technologies and/or one or more JNNCE, Shimoga faculty members in the framework of the joint program or joint work shall exclusively vest in Qualitas Technologies, and to the extent necessary, shall be transferred to Qualitas Technologies forthwith after the creation of such foreground. In respect of inventions as part of the foreground, Qualitas Technologies can file the patent application in such countries it may choose, while explicitly mentioning in the patent applications the name of the inventor(s) subject to section 39 of the Indian Patents Act, 1970. The intellectual property rights are detailed in the Article 2.

This agreement also refers Article 3 to Article 11 as given in this document and are applicable to this MOU.



This agreement is valid till as defined in annexure 4 and can be extended after mutual discussion & amended in annexure 4.

THEREFORE, PARTIES HERETO NOW AGREE AS FOLLOWS:

ARTICLE 1

General responsibilities of Qualitas Technologies:

- 1.1 Resource Person from Qualitas Technologies: Qualitas Technologies experts shall support JNNCE in terms of giving Technical Talks / workshops on latest Technologies as mentioned in Annexure 4 of duration of 1day to 2 days
- 1.2 Internship: During the term of this agreement, Qualitas Technologies can provide internship to candidates for M. Tech program and students of undergraduate programs for each year. For each year JNNCE will provide necessary merit list to Qualitas Technologies and Qualitas Technologies will conduct interview/test on the students before offering Internship.

Where applicable and at the discretion of Qualitas Technologies, interns selected by Qualitas Technologies can be paid a consolidated sum for each student who is pursuing the PG Courses and UG Courses which shall be mutually decided between the Parties in a separate Work Order.
- 1.3 Development of Curriculum / Lab for PG/UG Courses: Qualitas Technologies will assist in providing necessary technical support to JNNCE, Shimoga for developing a curriculum and setting up a lab for PG/UG Course especially in the expertise and competencies of Qualitas Technologies. It is the responsibility of JNNCE, Shimoga to obtain all permissions as required under law for doing the same and no financial support will be rendered by Qualitas Technologies.
- 1.4 UG/PG projects: During the term of this agreement, Qualitas Technologies can provide projects during their final year to candidates

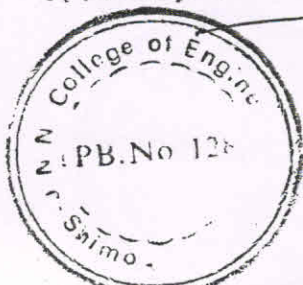


of M. Tech program and students of undergraduate programs for each year in work of Qualitas Technologies.

- 1.5 Sponsoring of Technical Events: As and when JNNCE, Shimoga makes a request for sponsoring technical events viz. Seminars, Conferences, Workshops, Qualitas Technologies can provide necessary logistic i.e. providing technical support to carry out the event. If desired Qualitas Technologies can extend financial support to JNNCE.
- 1.6 Campus Placement: Qualitas Technologies can participate in JNNCE Campus placements for UG/PG students
- 1.7 Research & Consultancy: JNNCE, Shimoga carryout the consultancy work in the area relevant to Qualitas Technologies, viz areas as decided by Qualitas Technologies, selection of project associates and remuneration will be mutually agreed on case by case. Consultancy area could be Proof of concepts work, consultancy from Qualitas Technologies to JNNCE based on the expertise available @JNNCE.
- 1.8 Competency Centre: Qualitas Technologies can set up Labs @JNNCE in emerging technologies interest to Qualitas Technologies and to start with in the technologies as mentioned in the Annexure 4
- 1.9 Incubation Centre: Qualitas Technologies can support JNNCE for Incubation of ideas of Faculty and students relevant to Qualitas Technologies to support the incubation centre.

General Obligations of JNNCE, Shimoga:

- 1.10 Internship: JNNCE, Shimoga will provide necessary **merit list** of Qualitas Technologies to select candidates for Internship. In the event of necessity, JNNCE, Shimoga will also support Qualitas Technologies in conducting Interview/test for selecting the students for internship.
- 1.11 Admission to PG Courses: JNNCE, Shimoga undertakes to admit one eligible employee of Qualitas Technologies (if this is of interest to Qualitas Technologies) and Qualitas Technologies employee should attend PG CET prescribed by VTU for each academic year starting from 2016 to pursue their PG Course. However, every candidate selected



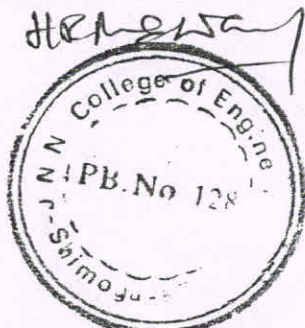
under this agreement shall be qualified and have passed the PG CET irrespective of the rank obtained Discipline of PG Course will be decided by Qualitas Technologies while sponsoring the employees. Necessary course fees will be paid by Qualitas Technologies. Also, Qualitas Technologies employees can pursue PhD program at JNNCE and this is as per VTU guidelines & process.

- 1.12 JNNCE, Shimoga carryout the research work in the area relevant to Qualitas Technologies, viz areas as decided by Qualitas Technologies, selection of project associates and remuneration will be mutually agreed on case by case.

ARTICLE 2

INTELLECTUAL PROPERTY RIGHTS

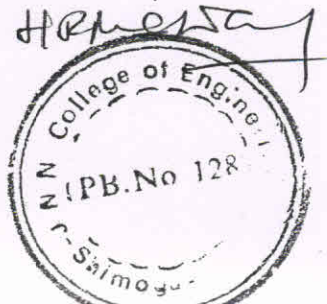
- 2.1 For the purpose of this Article 2 the following definitions will apply:
- 2.2 "Affiliates(s)" shall mean any one or more business entities (i) owned or controlled by Qualitas Technologies, (ii) owning or controlling Qualitas Technologies or (iii) owned or controlled by the business entity owning or controlling Qualitas Technologies, at the material time. For the purposes of this definition a business entity shall be deemed to own and/or to control another entity if more than 50% (fifty per cent) of the voting stock of the latter business entity, ordinarily entitled to vote in the election of directors (or, if there is no such stock, more than 50% (fifty per cent) of the ownership of or control in the latter business entity) is held by the owning and/or controlling business entity"
- 2.3 "Information" means drawings, specifications, photographs, samples, models, processes, procedures, instructions, reports, papers, correspondence and any other technical or commercial information, data and documents of any kind, and including oral information if confirmed in writing within 30 days after the disclosure thereof, but excluding any Intellectual Property Rights pertaining thereto.
- 2.4 "Intellectual Property Rights" means patents, petty patents, utility models, design patents (both registered and unregistered), design



rights, copyrights, know-how and any other form of intellectual property right protection afforded by law to inventions, designs or technical information, and applications therefore.

- 2.5 "Background Intellectual Property Rights" means Intellectual Property Rights (not being Foreground Intellectual Property Rights) which at the date hereof are or during the continuance of the Program comes into the ownership or control of a Party or any of its Affiliates companies and under which such Party is free to grant licenses without the consent of or need to account to any third Party.
- 2.6 "Background" means Background Information and Background Intellectual Property Rights.
- 2.7 "Foreground Information" means such information, whether scientific or technical, as is generated by a Party and/or one more Qualitas Technologies sponsored students in the framework of the Program.
- 2.8 "Foreground Intellectual Property Rights" means such Intellectual Property Right as are generated by a Party and/or one or more Qualitas Technologies sponsored students in the framework of the Program.
- 2.9 "Foreground" means Foreground Information and Foreground Intellectual Property Rights.
- 2.10 Both Parties will provide necessary Background to the Program and that both Parties agree that it is required to enable the other Party to carry out the Program, such Background to be described in accordance with Annex 2. For the avoidance of doubt, it is stated that all Background used in the execution of the Program shall remain the property of the Party providing the same.

Foreground created during the Program by one or more employee of Qualitas Technologies and/or by one or more students sponsored by Qualitas Technologies and/or one or more JNNCE, Shimoga faculty members in the framework of the joint program or joint work shall exclusively vest in Qualitas Technologies, and to the extent necessary, shall be transferred to Qualitas Technologies forthwith after the creation of such Foreground. In respect of inventions as part of the Foreground, Qualitas Technologies shall file the patent application in such countries



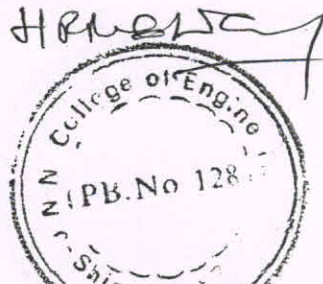
it may choose, while explicitly mentioning in the patent applications the name of the inventor(s) subject to section 39 of the Indian Patents Act, 1970. Any other Intellectual Property that has been created under this program shall be assigned to Qualitas Technologies by JNNCE, Shimoga and any individual associated under this Agreement.

- 2.11 JNNCE, Shimoga shall nominate a Program co-coordinator who will sign the Non-Disclosure Agreement and also shall arrange that each and every student participating in the internship or joint work signs the Non-Disclosure Agreement as attached hereto in Annex 3.

ARTICLE 3

CONFIDENTIALITY

- 3.1 Any Information disclosed by QUALITAS TECHNOLOGIES to JNNCE, Shimoga and/or to any Qualitas Technologies sponsored or other non-sponsored students participating in the Program, relating to the Program, is confidential and proprietary information ("Information") and is subject to the confidentiality provisions of this Agreement.
- 3.2 Subject to Article 4 (Publication) below, both Parties agree to keep Information including Qualitas Technologies proprietary software made accessible for projects in confidence and not to disclose it to third parties. Both Parties further agree not to use Information in any way other than performing its obligations pursuant to this Agreement.
- 3.3 Both Parties undertake to protect Information with at least the same degree of care used to protect its own proprietary Information against disclosure, replication, unauthorized use, copying or misappropriation and shall make the JNNCE, Shimoga Program Coordinator responsible for monitoring this compliance with such duties of protection of the Information.
- 3.4 Promptly at the termination or expiration of this Agreement, JNNCE, Shimoga shall submit all Information to Qualitas Technologies and/or where appropriate, shall destroy or erase Information such that JNNCE, Shimoga retains no copies thereof (in whatever form, including electronic) and no written materials relating to the



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specifications or content of the materials supplied by Qualitas Technologies to the Program.

- 3.5 The confidentiality provisions of this Agreement shall not apply to any Information which:
- a) as shown by reasonably documented proof was received by the Parties in good faith from a third party not subject to a confidentiality obligation to either Party;
 - b) as shown by reasonably documented proof was in the other Party's possession prior to receipt thereof from the other Part;
 - c) now is or later has become publicly known through no breach of confidentiality obligation by other Parties.

ARTICLE 4

PUBLICATIONS

Notwithstanding the provisions of Clause 4 above, Qualitas Technologies recognizes that members of JNNCE, Shimoga staff and/or Qualitas Technologies sponsored students participating in the Program may wish to publish the existence of the Program in the academic press and/or academic meetings or symposia. Any such publication or disclosure may only be made after the written consent of Qualitas Technologies has been obtained. Qualitas Technologies will have the right to require a delay of such publication or disclosure in order to protect Qualitas Technologies commercial interest.

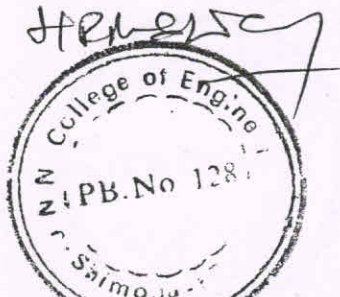
Such consented publications or disclosures will carry an acknowledgement of the financial support of Qualitas Technologies unless waived in writing by Qualitas Technologies.

ARTICLE 5

DURATION

- 5.1 This Agreement shall become into full force and effect on the date as mentioned in the Annexure 3, signing hereof by duly authorized representatives of both Parties and shall thereafter remain in effect,

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Qualitas Technologies employees admitted to post graduate courses in JNNCE, Shimoga, unless extended by both the parties in writing, prior to the expiration of this agreement. Qualitas Technologies reserves its right to terminate this agreement by giving 30 days notice during the tenure of this agreement.

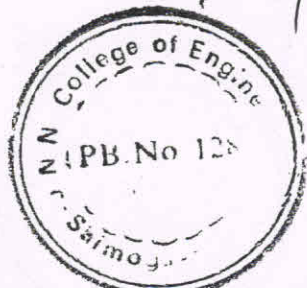
- 5.2 If either Party materially fails to perform or violates any obligation pursuant to this Agreement, then, upon thirty (30) days written notice to the breaching Party specifying such default, the non-breaching Party, may terminate or suspend this Agreement, without liability, unless the breach specified in a notice has been cured within the thirty (30) days period. The ongoing student internships, course works or programs if any will be honored by both the party in the interest of completing education to the students.
- 5.3 If either Party becomes insolvent or bankruptcy proceedings are instituted against it or on its behalf or if either Party makes an unauthorized assignment for the benefit of creditors, such event shall entitle the other Party to immediately terminate this Agreement, to cease performance hereunder and to avail itself of any and all legal or equitable remedies it may have against the other Party.

ARTICLE 6

FORCE MAJEURE

In the event that either Party is delayed or impeded in the performance of its obligations hereunder by any cause beyond its reasonable control, it shall be entitled to such extension of time for such performance as may be fair and reasonable in all the circumstances.

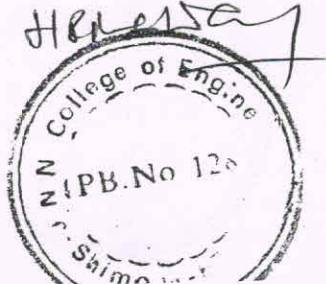
Where a party's ability to meet its obligations under this Agreement is adversely affected by an act beyond its control, it must immediately notify the other party of that circumstance, and must provide its best estimate of the extent and duration of such adverse effect and take necessary steps to fulfill the obligations of this agreement within reasonable time.



ARTICLE 7

LIABILITY

- 7.1 Both Parties shall use all reasonable endeavors to ensure the accuracy of the work performed and any Information given but the Parties do not warrant express or implied, the accuracy thereof and will not be held responsible for any consequences arising out of any inaccuracies or omissions unless such inaccuracies or omissions are the result of negligence by one of the Parties.
- 7.2 JNNCE, Shimoga acknowledges and agrees that Qualitas Technologies Information is provided by Qualitas Technologies "as is", and that Qualitas Technologies disclaims all warranties of any kind either expressed or implied, including without limitation warranties of merchantability and fitness for a particular purpose. Similarly, Qualitas Technologies acknowledges and agrees that JNNCE, Shimoga Information is provided by JNNCE, Shimoga "as is" and the same conditions apply as above to JNNCE, Shimoga's Information.
- 7.3 In no event shall Qualitas Technologies be liable to JNNCE, Shimoga or any other person for any damage whatsoever arising in connection with its performance under this Agreement and/or out of or because of the use of Qualitas Technologies Information including any and all costs, expenses, including without limitation, special, incidental or consequential damages even if Qualitas Technologies has been advised of the possibility of such damages.
- 7.4 Except for breach of Confidentiality, infringement of Intellectual Property of Qualitas Technologies or non-conformance of specifications provided by Qualitas Technologies, in no other event shall JNNCE, Shimoga be liable to Qualitas Technologies or any other person for any, damage whatsoever arising in connection with Qualitas Technologies or any other third party' usage of work product developed and/or delivered because of the program created by this Agreement.
- 7.5 The student or the University may or may not receive a stipend (no payment) for performing any work during the Internship and will not for



any purpose become an employee of Qualitas Technologies because of performing the Internship.

ARTICLE 8

WAIVER

The failure of a Party hereto to exercise or enforce any right conferred upon it under this Agreement shall not be a waiver of any such right nor operate to bar the exercise or enforcement thereof at any time thereafter.

ARTICLE 9

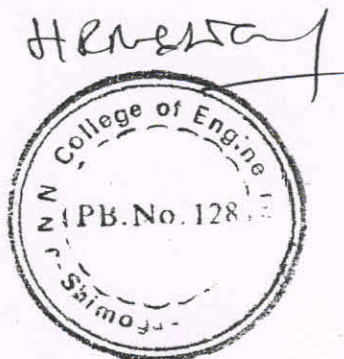
ENTIRE AGREEMENT

This Agreement including its Annexures sets forth in the entire Agreement between the Parties as to the subject matter hereof and merges all discussion and negotiations between them. No modifications or amendment of this Agreement including its Annexures shall be valid or binding unless made in writing and signed on behalf of the Parties by their duly authorized representatives.

ARTICLE 10

ASSIGNMENT

Neither this Agreement nor any right or obligation hereunder is assignable by one Party without the prior consent of the other whereas consent shall not be unreasonably withheld. It is however explicitly understood and acknowledged that Qualitas Technologies shall be entitled to assign all its rights and obligations under this Agreement to any of its Affiliates.



ARTICLE 11

ARBITRATION

In case of a dispute or difference between the Parties arising out of or in connection with the Agreement, the Parties shall first endeavor to settle it amicably by means of arbitration. Failing such settlement, any dispute shall be referred to the Courts in the City of Bangalore alone. The arbitration proceedings shall be in the English language.

QUALITAS TECHNOLOGIES PVT LTD

JNNCE, SHIMOGA,

By

By

R. Kashyapa

H.R. Mahadevaswamy

Name: Raghava Kashyapa

Name: Dr.H.R. Mahadevaswamy

Title: Managing Director

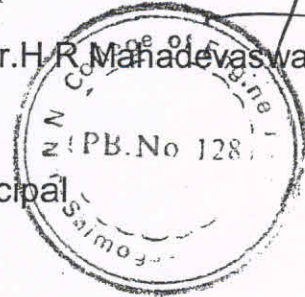
Title: Principal

Date: 24-03-2017

Date:

Place: Bangalore

Place: Shimoga



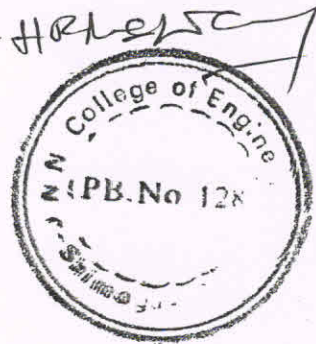
ANNEX 1

Internship for UG/ M.Tech /PhD Program.

The following conditions shall apply to the program

The internship provided by Qualitas Technologies to UG/M.Tech./PhD students, will do their dissertation under the supervision of a faculty member associated with the Program. If required a co-supervisor from Qualitas Technologies would be co-opted for the Project. The projects would be assigned by mutual consent between Qualitas Technologies and the relevant JNNCE, Shimoga faculties. The completion of the project will be determined in accordance with the specifications given by Qualitas Technologies to JNNCE, Shimoga which will be mutually agreed by both the parties. The students provide the reports to the institute to fulfill the academic requirements as authorized and agreed by the Qualitas Technologies.

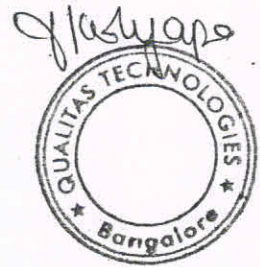
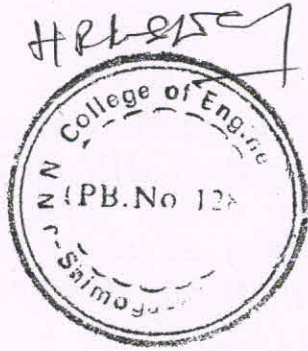
The Qualitas Technologies representatives are eligible for membership of the UG/M.Tech/PhD program Advisory Committee, to drive the industry requirements to academics.



ANNEX 2

Background Description

Separate project agreements will be made wherein case the Background and transfer of such Background will be specified. Project owners from Qualitas Technologies will be assigned to each project.



ANNEX 3

Non Disclosure Agreement

Qualitas Technologies Pvt Ltd, a Limited Liability Partnership formed under the Limited Liability Partnership Act 2008 and having its registered office at #1007 SM Complex, 43rd Main Rd, Ideal Homes Twp, RR Nagar, Bengaluru, Karnataka 560098, INDIA (hereinafter referred to as "Qualitas Technologies", which expression shall unless repugnant to the context or meaning thereof, includes its executors, administrators, successors and permitted assigns), represented by Raghava Kashyapa – Managing Director

And

Jawaharlal Nehru National College of Engineering, Shimoga, 577204 having accredited by VTU (hereinafter referred to as JNNCE, Shimoga", which expression shall unless repugnant to the context or meaning thereof, includes its executors, administrators, successors and permitted assigns), represented by Dr. H.R.Mahadevaswamy, Principal, JNNCE.

and

..... a student (hereinafter referred to as "the Student") participating in UG/M.Tech. /PhD internship program or joint work (hereinafter jointly referred to as "the Program")

hereby agree that the following terms and conditions (hereinafter referred to as "Agreement") shall be applicable in connection with the activities in the framework of the Program, hereinafter called the "Authorized Purpose".

Clause I

Qualitas Technologies may disclose certain information to JNNCE, Shimoga and/or the Students with respect to the Authorized Purpose in writing, orally and/or otherwise. Such information may be without limitation, in the form of business and/or financial records, presentations, specifications, sample photographs, drawings or other documents. All information so disclosed is hereinafter referred to as "Confidential Information".



In case Confidential Information is disclosed in documentary or other tangible form, Qualitas Technologies will label the same as "confidential", "proprietary" "copyright" or the like.

Clause II

All Confidential Information, which shall include any Derivatives there from, improvement thereon or translation, abridgement, adaptation or other change thereof by Qualitas Technologies and/or JNNCE, Shimoga and/or the Student, shall be the property of Qualitas Technologies.

Qualitas Technologies will provide all Confidential Information on an "as is" basis without any warranty whatsoever, whether express, implied or otherwise, regarding its accuracy, completeness or otherwise, and Qualitas Technologies shall not be liable for any direct, indirect, special, incidental, consequential or any other damages of whatsoever nature.

JNNCE, Shimoga and/or the Students will return all Confidential information and any copies thereof to Qualitas Technologies immediately upon Qualitas Technologies first written request.

Clause III

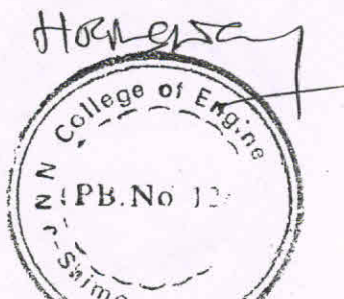
The parties agree that, unless Qualitas Technologies gives its written authorization, JNNCE, Shimoga and/or the Student shall, during a period of five (5) years from the date of disclosure of any Confidential Information hereunder:

not use Confidential Information disclosed by Qualitas Technologies pursuant to Clauses I and II for any other purpose than for the Authorized Purpose;

protect Qualitas Technologies Confidential Information against disclosure in the same manner and with same degree of care, but not less than a reasonable degree of care, with which it protects confidential information of its own;

limit circulation of the Confidential Information disclosed by Qualitas Technologies to JNNCE, Shimoga and/or the Student in connection with the Authorized Purpose.

In case of doubt JNNCE, Shimoga and/or the Student agree to request Qualitas Technologies in writing for latter's opinion.



JNNCE, Shimoga and/or the Student acknowledge that Qualitas Technologies will be irreparably harmed if JNNCE, Shimoga and/or the Student actually violate or threaten to violate their confidentiality obligations under this Agreement. Therefore, in the event of such actual or threatened violation, Qualitas Technologies shall be entitled to an injunction and / or any other appropriate legal and / or other remedies regarding any actual or threatened violation by the concerned persons of JNNCE, Shimoga and/or the Student.

Clause IV

The parties agree that information disclosed by Qualitas Technologies to JNNCE, Shimoga and/or the Student pursuant to this Agreement which would otherwise be Confidential Information shall not be deemed Confidential Information to the extent that it can be proven by written records that said information:

is part of the public domain without violation of this Agreement;

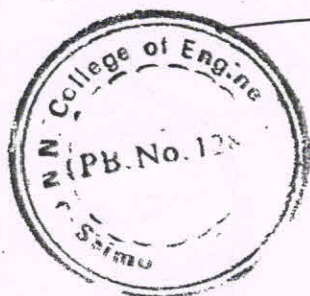
is known and on record at JNNCE, Shimoga and/or the Student prior to disclosure by Qualitas Technologies ;

is lawfully obtained by JNNCE, Shimoga and/or the Student from a third party who is not bound by similar confidentiality obligations;

where demonstrable, is developed by JNNCE, Shimoga and/or the Student completely independently of any such disclosure by Qualitas Technologies ;

is ascertainable from a commercially available product; or

is disclosed pursuant to administrative or judicial action, provided that JNNCE, Shimoga and/or the Student shall use their best effort to maintain the confidentiality of the Confidential Information e.g. by asserting in such action any applicable privileges, and shall, immediately after gaining knowledge or receiving notice of such action, notify Qualitas Technologies thereof and give Qualitas Technologies the opportunity to seek any legal remedies so as to maintain such Confidential Information in confidence.



If only a portion of the Confidential Information falls under of the above subsections, then only that portion of the Confidential Information shall be excluded from the use and disclosure restrictions of this Agreement.

Clause V

Nothing herein contained shall be construed as a grant by implication, estoppel or otherwise, of a license of only kind by Qualitas Technologies to the JNNCE, Shimoga and/or the Student e.g. to make, have made, use or sell any product using Confidential Information or as a license under any patent, patent application, utility model, copyright, mask work right, or any other intellectual property right.

Intellectual property rights (meaning patents, petty patents, utility, models, design patents (both registered and unregistered), design rights, copyrights, know-how and any other form of intellectual property right protection afforded by law to inventions, designs or technical information, and applications therefore) created by Student sponsored by Qualitas Technologies and/or JNNCE, Shimoga faculty members in the framework of the Program shall vest in Qualitas Technologies, and to the extent necessary, shall be transferred to Qualitas Technologies forthwith after the creation of such intellectual property right. In respect of inventions as part Semiconductors of the intellectual property rights, Qualitas Technologies shall file the patent application in such countries as it may choose, while explicitly mentioning in the patent applications the name of the inventor (s) subject to the provisions of Section 39 of the Indian Patents Act, 1970.

Clause VI

Written communications with respect to Confidential Information under this Agreement shall be addressed only to the following respective persons) or to such other person as either party may from time to time designate in writing):

QUALITAS TECHNOLOGIES PVT LTD

JNNCE, Shimoga

F. a. o.: Raghava Kashyapa

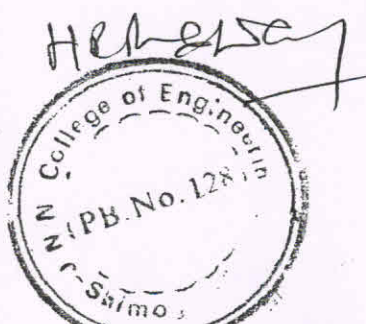
F. a. o.: Dr. H.R.Mahadevaswamy"

Phone: +91- 9945503030

Phone: +91- 78994 78990

Fax:

Fax:

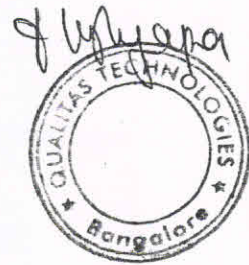


Clause VII

JNNCE, Shimoga and/or the Student shall not transfer or assign any or all their rights and or their obligations or delegate the performance of any or all their obligations under this Agreement, direct or indirectly, through acquisition, merger or otherwise, without the prior written consent of Qualitas Technologies.

Clause VIII

This Agreement shall be governed and construed in accordance with the laws of India and subject to the exclusive jurisdiction of the Courts in the City of Bangalore.



ANNEX 3

Technology Collaboration area

Initial collaboration between JNNCE and Qualitas Technologies will be for two years starting from the day of signing this agreement and collaboration will be in following are the technology areas:

- Machine Vision System
- Image Processing
- Deep Learning
- Hyper Spectral Image processing

QUALITAS TECHNOLOGIES PVT LTD

JNNCE, Shimoga

Signature:

Signature:

Name: Raghava Kashyapa

Name:

Title: Managing Director

Title:

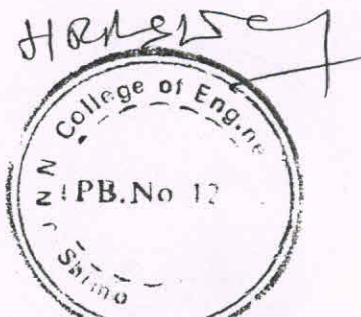
Date: 24-03-2017

Date:

Student Signature

Name:

Date:



MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding made and entered on 16th of Nov, 2017, between

Seventh Sense People Development Solutions Pvt Ltd, Bengaluru.

AND

Jawaharlal Nehru National College of Engineering, Shivamogga.

Whereas

Seventh Sense People Development Solutions Pvt Ltd is engaged in the business of providing Campus Recruitment Training Program along with Placement Assistance.

Jawaharlal Nehru National College of Engineering, Shivamogga is engaged in providing education to the students in the capacity of an educational institution.

Seventh Sense People Development Solutions Pvt Ltd and JNNCE, Shivamogga have decided to work together for mutual benefit with respective expertise in their fields, in providing training to the students of the college. Both the parties intended to record the terms and conditions of the Memorandum of Understanding in writing.

Now this Memorandum of Understanding witnessed that in consideration of the mutual covenant contained herein, the parties have agreed as follows:

Period of Memorandum of Understanding:

This Memorandum of Understanding is valid for a period of 12 months from the date it is signed by authorized representatives from both the parties.

Statement of mutual intention:

First Party and Second Party hereby confirm their mutual intention to work together and co-operate with each other.

Nageru.M
16/11/2017

G. Suresh
16/11/17

Seventh Sense People Development Solutions Private Limited

#56, 2nd and 3rd Floor, 24th Main, 3rd Cross, JP Nagar Phase 2, Bangalore - 78 Ph: 080 - 4174 4141

CIN: U80221KA2010PTC056450 www.seventhsensetalent.com info@seventhsensetalent.com

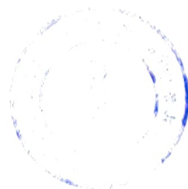
JP
Principal
Jawaharlal Nehru New
College of Engineering (JNNCE)
Shivamogga.



The professional fee for training the 2nd Semester engineering students is Rs. 800/- (Eight hundred rupees only) per student for a total of 21 hours of training. The strength of the students per class is a minimum of 70+. The actual numbers of participating students for the training programme will be confirmed before the commencement of the program. This number will be considered for invoice purposes by the First Party and will have to be paid by the Second Party.

- The above mentioned price is inclusive of service tax and education cess
- The training will be for 21 hours (7 hours per day), 3 days in January/February 2018 to be given by the First Party
- Time table for the training will be created as per the mutual convenience of both the parties (7 hours per resource person of the First party for every day he/she is engaged by the Second party)
- Online learning and assessments will be provided complimentary to the Second party by the Second party
- First Party would assist the Second Party in the following aspects:
 - Preparing the question papers and answer keys necessary for administering the examinations on behalf of the Second Party to its students
 - Proctoring/Invigilating the entire examinations on behalf of the Second Party
 - Evaluating the examinations on behalf of the Second Party and submitting the reports on student performance to the Second Party on a timely basis
 - Providing necessary online support to the Second Party for the correct display of results and performance of its students for every examination conducted
- Accommodation & Food (Lunch & Dinner) of the mentors will be borne by the Second party.
- Prior information will be given by the Second party to the First party in the event of any classes being called off (at least a day in advance), else those hours will be considered for billing.
- First Party will provide the complete report and feedback of the training and students performance during the training.
- Second Party will provide the classrooms, projectors, A/V systems and the whiteboard to conduct the training.
- First Party agrees to provide students the required user id and password to take up the online test on weekly basis

Nagesh M
16/11/2017



JP
Principal
Lawaharlal Venru New
College of Engineering (JNCE)
Shivamoga.
16/11/17
Officer
College
of Engineering
Shivamoga

FIRST PARTY

**Seventh Sense People
Development Solutions
Pvt Ltd**

Name: Nagesh M
Designation: Campus Relations Manager - Kar
Date: 16/11/2017

Nagesh M
16/11/2017



SECOND PARTY

**Jawaharlal Nehru National
College of Engineering,
Shivamogga.**

Name: G. Suresh
Designation: T & P officer
Date: 16/11/2017

G. Suresh
16/11/17

G. SURESH
Training and Placement Officer
Jawaharlal Nehru National College
of Engineering, Shivamogga-577004

Service Agreement

This Service Agreement is made and entered into on 05th November, 2020 between

Seventh Sense People Development Solutions Pvt Ltd (Seventh Sense), through its "Place Sense" offering, which provides Assured Placement Opportunities to students
AND


Jawaharlal Nehru National College of Engineering, Shivamogga (JNNCE), which educates students as an educational institution

Seventh Sense and **JNNCE** have decided to work together in providing placement opportunities to the students of **JNNCE**. The placement opportunities will be provided in companies on our proprietary portal and only registered students of Place Sense from **JNNCE** can apply. The portal will have a combination of online and on campus drive. Both the parties intended to record the terms and conditions of the Service in writing and have agreed as follows:

- Seventh Sense via "**Place Sense**" would provide assured placement opportunities through its partner and affiliated companies to the 2021 graduating batch of Engineering students of **JNNCE**
- Seventh Sense will charge a nominal fee of **Rs. 1635/- (Incl GST)** per student and all the branches of final year engineering students can be enrolled into Place Sense. The minimum strength of the students is 400 for billing. However the actual numbers will be confirmed before the commencement of the program. This number will be considered for invoice purposes by the First Party and will have to be paid by the Second Party.
- **Deliverables** are as mentioned below:
 1. Minimum of 50 placement opportunities (**Assured**) for every student of every branch
 2. Minimum of Rs 3 LPA to a maximum of Rs 24 LPA starting salaries
 3. Special opportunities in select companies for students as per their branch of study
 4. Company specific training for every one of these 50 opportunities including videos and mock papers
 5. Free Online Training & Company Specific Assessments for TCS, Infosys, Wipro, Cognizant, Accenture, IBM, etc (including TCS NQT)
 6. All the agreed upon opportunities will be completed before 30th June 2021, else full refund will be offered to the students.

Payment Terms:

- Full payment to be made in advance.


Principal
Jawaharlal Nehru New
College of Engineering (JNNCE)
Shivamogga.

Seventh Sense People Development Solutions Private Limited

#4, 1st Floor, 23rd A main, JP Nagar Phase 2, Bangalore – 78 Ph: 9916847774, 080 – 4174 4141

CIN: U80221KA2010PTC056150 www.seventhsensetalent.com info@seventhsensetalent.com

In witness whereof the parties hereto have hereunto set their hands and seals the day and year first above - written

**Seventh Sense Talent Solutions
Bengaluru**




Name: Rajeev Swamy
Designation: Vice President
Date: 05/11/2020

**Jawaharlal Nehru National
College of Engineering,
Shivamogga**

Name:
Designation:
Date:

G. SURESH
TPO
05/11/2020




Principal
Jawaharlal Nehru New
College of Engineering (JNCE)
Shivamogga.



सत्यमेव जयते

INDIA NON JUDICIAL Government of Karnataka

e-Stamp

Certificate No. : IN-KA18080803389197P
Certificate Issued Date : 16-Oct-2017 10:40 AM
Account Reference : NONACC (FI)/ kacrsf108/ SHIMOGA1/ KA-SM
Unique Doc. Reference : SUBIN-KAKACRSFL0885828294139223P
Purchased by : JAWAHARLAL NEHRU NATIONAL COLLEGE OF ENGINEERING
Description of Document : Article 12 Bond
Description : AGREEMENT
Consideration Price (Rs.) : 0
(Zero)
First Party : JAWAHARLAL NEHRU NATIONAL COLLEGE OF ENGINEERING
Second Party : SILFRA TECHNOLOGIES PVT LTD BANGALORE
Stamp Duty Paid By : JAWAHARLAL NEHRU NATIONAL COLLEGE OF ENGINEERING
Stamp Duty Amount(Rs.) : 100
(One Hundred only)



Authorised Signatory
Sri Guru Siddarameshwara
Chovi Multipurpose Credit Co-Op
Society Ltd., (R.), Shivamogga.

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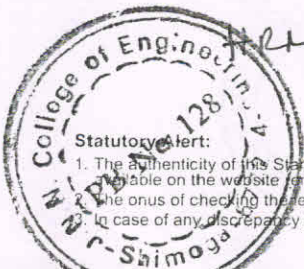
MEMORANDUM OF UNDERSTANDING

Between

**Silfra Technologies Pvt Ltd and Jawaharlal Nehru National
College of Engineering, Shimoga - 577204**

Silfra Technologies Pvt Ltd, a private limited company registered under Companies act, 1956 (No 1 of 1956) and having its registered office at 334,14th Cross, Jayanagar 2nd Block, Bengaluru, Karnataka 560011, INDIA

1



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 available on the website renders it invalid.
The onus of checking the legitimacy is on the users of the certificate.
In case of any discrepancy please inform the Competent Authority.

(hereinafter referred to as " Silfratech ", which expression shall unless repugnant to the context or meaning thereof, includes its group companies and related companies not limiting to its executors, administrators, successors and permitted assigns), represented by **Mr. Prakash H S (Director)**

Jawaharlal Nehru National College of Engineering (JNNCE), Shimoga, Savalanga Road, Navule - 577204, managed by National Education Society (NES) ®, Shimoga, recognized by AICTE, and affiliated to Visveshvaraya Technological University (VTU) Belgaum and (hereinafter referred to as JNNCE, Shimoga", which expression shall unless repugnant to the context or meaning thereof, includes its executors, administrators, successors and permitted assigns), represented by **Dr.H.R. Mahadevaswamy, Principal, Jawaharlal Nehru National College of Engineering (JNNCE), Shimoga - 577204.**

(Silfratech and JNNCE, Shimoga hereinafter individually referred to as "Party" and collectively as "Parties").

WHEREAS, Silfra Technologies is in the business of the development of software on Data Analytics, Internet Of Things and Mobile applications & services and is interested in growing a design and development competence centre in India;

WHEREAS, JNNCE, Shimoga is a well reputed technical institute, which was established in the year 1980 started with four courses leading to Bachelor of Engineering in Civil, Mechanical and Electrical & Electronics Engineering, Electronics and Communication Engineering and is now offering undergraduate degree courses in 7 disciplines. In addition to, it also runs post-graduates programs in 7 engineering disciplines, besides MBA and MCA Courses. It has also been recognized as Research Centre in Civil, Mechanical, Electrical, Electronics, Computer Science, Chemistry, (Physics), MBA departments by VTU. The Institute is affiliated to VTU, Belgaum which has granted permanent affiliation to JNNCE, Shimoga. The JNNCE, Shimoga is recognized by AICTE, New Delhi. Spread over 52 acres, the campus has all the amenities to cater to the needs of about 3500 students and 400 faculty and staff.

HR Mahadevaswamy

Prakash H S



WHEREAS, the Parties are interested in cooperating by means of sponsorship of certain technical events, Internship for undergraduate and post graduate students, support for collaborative post graduate programs, sponsorship to employees of Silfratech for post graduate programs, collaborative research work in the areas relevant to Silfratech especially in the area as mentioned in Annexure 4. The general obligations of the parties are more specifically described in Article 1.

The work carried out by JNNCE, Shimoga, in association with Silfratech for the programs as detailed in the Article 1, hereinafter referred to as "joint program or joint work. Foreground created during the Program by one or more employee of Silfratech and/or by one or more students sponsored by Silfratech and/or one or more JNNCE, Shimoga faculty members in the framework of the joint program or joint work shall exclusively vest in Silfratech, and to the extent necessary, shall be transferred to Silfratech forthwith after the creation of such foreground. In respect of inventions as part of the foreground, Silfratech can file the patent application in such countries it may choose, while explicitly mentioning in the patent applications the name of the inventor(s) subject to section 39 of the Indian Patents Act, 1970. The intellectual property rights are detailed in the Article 2.

This agreement also refers Article 3 to Article 11 as given in this document and are applicable to this MOU.

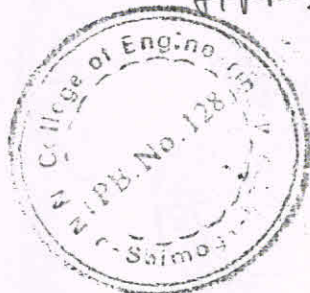
This agreement is valid till as defined in annexure 4 and can be extended after mutual discussion & amended in annexure 4.

THEREFORE, PARTIES HERETO NOW AGREE AS FOLLOWS:

ARTICLE 1

General responsibilities of Silfratech :

- 1.1 Resource Person from Silfratech : Silfratech experts shall support JNNCE in terms of giving Technical Talks / workshops on latest Technologies as mentioned in Annexure 4 of duration of 1day to 2 days



1.2 Internship: During the term of this agreement, Silfratech can provide internship to candidates for M.Tech program and students of undergraduate programs for each year. For each year JNNCE will provide necessary merit list to Silfratech and Silfratech will conduct interview/test on the students before offering Internship.

Where applicable and at the discretion of Silfratech, interns selected by Silfratech can be paid a consolidated sum for each student who is pursuing the PG Courses and UG Courses which shall be mutually decided between the Parties in a separate Work Order.

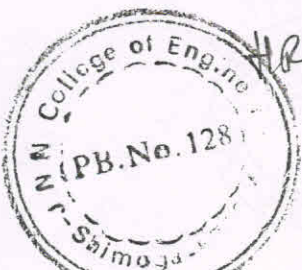
1.3 Development of Curriculum / Lab for PG/UG Courses: Silfratech will assist in providing necessary technical support to JNNCE, Shimoga for developing a curriculum and setting up a lab for PG/UG Course especially in the expertise and competencies of Silfratech. It is the responsibility of JNNCE, Shimoga to obtain all permissions as required under law for doing the same and no financial support will be rendered by Silfratech.

1.4 UG/PG projects: During the term of this agreement, Silfratech can provide projects during their final year to candidates of M.Tech program and students of undergraduate programs for each year in the area of work of Silfratech.

1.5 Sponsoring of Technical Events: As and when JNNCE, Shimoga makes a request for sponsoring a technical events viz. Seminars, Conferences, Workshops, Silfratech may, at its discretion can provide necessary logistic support. i.e. providing technical support to carry out the event. Silfratech may, at its sole discretion, extend financial support to JNNCE.

1.6 Campus Placement: Silfratech can participate in JNNCE Campus placements for UG/PG students

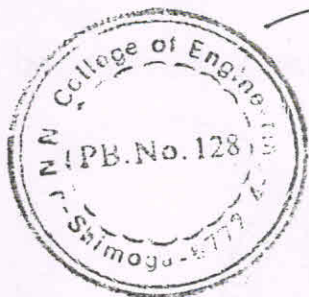
1.7 Research & Consultancy : JNNCE, Shimoga carryout the consultancy work in the area relevant to Silfratech, viz areas as decided by Silfratech, selection of project associates and remuneration will be mutually agreed on case by case. Consultancy area could be Proof of concepts work, consultancy from Silfratech to JNNCE based on the expertise available @JNNCE.



- 1.8 Competency Center: Silfratech can set up Labs @JNNCE in the area of emerging technologies interest to Silfratech and to start with in the technologies as mentioned in the Annexure 4
- 1.9 Incubation Center: Silfratech can support JNNCE for Incubation of ideas of Faculty and students relevant to Silfratech to support the incubation centre.

General Obligations of JNNCE, Shimoga:

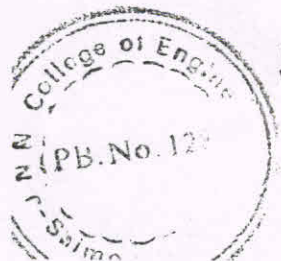
- 1.10 Internship: JNNCE, Shimoga will provide necessary **merit list to** Silfratech to select candidates for Internship. In the event of necessity, JNNCE, Shimoga will also support Silfratech in conducting Interview/test for selecting the students for internship.
- 1.11 Admission to PG Courses: JNNCE, Shimoga undertakes to admit one eligible employee of Silfratech (if this is of interest to Silfratech) and Silfratech employee should attend PG CET prescribed by VTU for each academic year starting from 2018 to pursue their PG Course. However every candidate selected under this agreement shall be qualified and have passed the PG CET irrespective of the rank obtained Discipline of PG Course will be decided by Silfratech while sponsoring the employees. Necessary course fees will be paid by Silfratech. Also Silfratech employees can pursue PhD program at JNNCE and this is as per VTU guidelines & process.
- 1.12 JNNCE, Shimoga carryout the research work in the area relevant to Silfratech , viz areas as decided by Silfratech, selection of project associates and remuneration will be mutually agreed on case by case.



ARTICLE 2

INTELLECTUAL PROPERTY RIGHTS

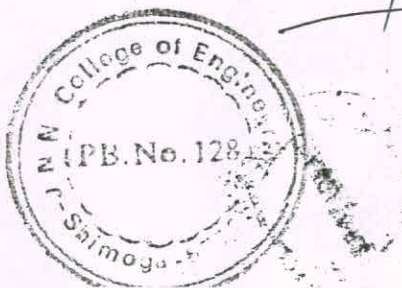
- 2.1 For the purpose of this Article 2 the following definitions will apply:
- 2.2 "Affiliates(s)" shall mean any one or more business entities (i) owned or controlled by Silfratech, (ii) owning or controlling Silfratech or (iii) owned or controlled by the business entity owning or controlling Silfratech, at the material time. For the purposes of this definition a business entity shall be deemed to own and/or to control another entity if more than 50% (fifty per cent) of the voting stock of the latter business entity, ordinarily entitled to vote in the election of directors (or, if there is no such stock, more than 50% (fifty per cent) of the ownership of or control in the latter business entity) is held by the owning and/or controlling business entity"
- 2.3 "Information" means drawings, specifications, photographs, samples, models, processes, procedures, instructions, reports, papers, correspondence and any other technical or commercial information, data and documents of any kind, and including oral information if confirmed in writing within 30 days after the disclosure thereof, but excluding any Intellectual Property Rights pertaining thereto.
- 2.4 "Intellectual Property Rights" means patents, petty patents, utility models, design patents (both registered and unregistered), design rights, copyrights, know-how and any other form of intellectual property right protection afforded by law to inventions, designs or technical information, and applications therefore.
- 2.5 "Background Intellectual Property Rights" means Intellectual Property Rights (not being Foreground Intellectual Property Rights) which at the date hereof are or during the continuance of the Program comes into the ownership or control of a Party or any of its Affiliates companies and under which such Party is free to grant licenses without the consent of or need to account to any third Party.
- 2.6 "Background" means Background Information and Background Intellectual Property Rights.



- 2.7 "Foreground Information" means such information, whether scientific or technical, as is generated by a Party and/or one more Silfratech sponsored students in the framework of the Program.
- 2.8 "Foreground Intellectual Property Rights" means such Intellectual Property Right as are generated by a Party and/or one or more Silfratech sponsored students in the framework of the Program.
- 2.9 "Foreground" means Foreground Information and Foreground Intellectual Property Rights.
- 2.10 Both Parties will provide necessary Background to the Program and that both Parties agree that it is required to enable the other Party to carry out the Program, such Background to be described in accordance with Annex 2. For the avoidance of doubt, it is stated that all Background used in the execution of the Program shall remain the property of the Party providing the same.

Foreground created during the Program by one or more employee of Silfratech and/or by one or more students sponsored by Silfratech and/or one or more JNNCE, Shimoga faculty members in the framework of the joint program or joint work shall exclusively vest in Silfratech, and to the extent necessary, shall be transferred to Silfratech forthwith after the creation of such Foreground. In respect of inventions as part of the Foreground, Silfratech shall file the patent application in such countries it may choose, while explicitly mentioning in the patent applications the name of the inventor(s) subject to section 39 of the Indian Patents Act, 1970. Any other Intellectual Property that has been created under this program shall be assigned to Silfratech by JNNCE, Shimoga and any individual associated under this Agreement.

- 2.11 JNNCE, Shimoga shall nominate a Program co-coordinator who will sign the Non-Disclosure Agreement and also shall arrange that each and every student participating in the internship or joint work signs the Non-Disclosure Agreement as attached hereto in Annex 3.

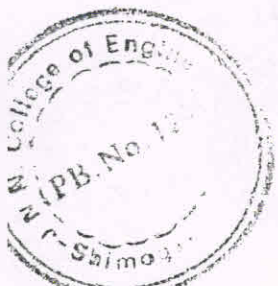


ARTICLE 3

CONFIDENTIALITY

- 3.1 Any Information disclosed by SILFRATECH to JNNCE, Shimoga and/or to any Silfratech sponsored or other non-sponsored students participating in the Program, relating to the Program, is confidential and proprietary information ("Information") and is subject to the confidentiality provisions of this Agreement.
- 3.2 Subject to Article 4 (Publication) below, both Parties agree to keep Information including Silfratech proprietary software made accessible for projects in confidence and not to disclose it to third parties. Both Parties further agree not to use Information in any way other than performing its obligations pursuant to this Agreement.
- 3.3 Both Parties undertake to protect Information with at least the same degree of care used to protect its own proprietary Information against disclosure, replication, unauthorized use, copying or misappropriation and shall make the JNNCE, Shimoga Program Coordinator responsible for monitoring this compliance with such duties of protection of the Information.
- 3.4 Promptly at the termination or expiration of this Agreement, JNNCE, Shimoga shall submit all Information to Silfratech and/or where appropriate, shall destroy or erase Information such that JNNCE, Shimoga retains no copies thereof (in whatever form, including electronic) and no written materials relating to the specifications or content of the materials supplied by Silfratech to the Program.
- 3.5 The confidentiality provisions of this Agreement shall not apply to any Information which:
- a) as shown by reasonably documented proof was received by the Parties in good faith from a third party not subject to a confidentiality obligation to either Party;
 - b) as shown by reasonably documented proof was in the other Party's possession prior to receipt thereof from the other Party;
 - c) now is or later has become publicly known through no breach of confidentiality obligation by other Parties.

Handwritten signature



ARTICLE 4

PUBLICATIONS

Notwithstanding the provisions of Clause 4 above, Silfratech recognizes that members of JNNCE, Shimoga staff and/or Silfratech sponsored students participating in the Program may wish to publish the existence of the Program in the academic press and/or academic meetings or symposia. Any such publication or disclosure may only be made after the written consent of Silfratech has been obtained. Silfratech will have the right to require a delay of such publication or disclosure in order to protect Silfratech commercial interest.

Such consented publications or disclosures will carry an acknowledgement of the financial support of Silfratech unless waived in writing by Silfratech.

ARTICLE 5

DURATION

- 5.1 This Agreement shall become into full force and effect on the date as mentioned in the Annexure 3, signing hereof by duly authorized representatives of both Parties and shall thereafter remain in effect, Silfratech employees admitted to post graduate courses in JNNCE, Shimoga, unless extended by both the parties in writing, prior to the expiration of this agreement. Silfratech reserves its right to terminate this agreement by giving 30 days notice during the tenure of this agreement.
- 5.2 If either Party materially fails to perform or violates any obligation pursuant to this Agreement, then, upon thirty (30) days written notice to the breaching Party specifying such default, the non-breaching Party, may terminate or suspend this Agreement, without liability, unless the breach specified in a notice has been cured within the thirty (30) days period. The ongoing student internships, course works or programs if any will be honored by both the party in the interest of completing education to the students.
- 5.3 If either Party becomes insolvent or bankruptcy proceedings are instituted against it or on its behalf or if either Party makes an unauthorized assignment for the benefit of creditors, such event shall entitle the other Party to immediately terminate this Agreement, to cease performance hereunder and to avail itself of any and all legal or equitable remedies it may have against the other Party.



ARTICLE 6

FORCE MAJEURE

In the event that either Party is delayed or impeded in the performance of its obligations hereunder by any cause beyond its reasonable control, it shall be entitled to such extension of time for such performance as may be fair and reasonable in all the circumstances.

Where a party's ability to meet its obligations under this Agreement is adversely affected by an act beyond its control, it must immediately notify the other party of that circumstance, and must provide its best estimate of the extent and duration of such adverse effect and take necessary steps to fulfill the obligations of this agreement within reasonable time.

ARTICLE 7

LIABILITY

- 7.1 Both Parties shall use all reasonable endeavors to ensure the accuracy of the work performed and any Information given but the Parties do not warrant express or implied, the accuracy thereof and will not be held responsible for any consequences arising out of any inaccuracies or omissions unless such inaccuracies or omissions are the result of negligence by one of the Parties.
- 7.2 JNNCE, Shimoga acknowledges and agrees that Silfratech Information is provided by Silfratech "as is", and that Silfratech disclaims all warranties of any kind either expressed or implied, including without limitation warranties of merchantability and fitness for a particular purpose. Similarly, Silfratech acknowledges and agrees that JNNCE, Shimoga Information is provided by JNNCE, Shimoga "as is" and the same conditions apply as above to JNNCE, Shimoga's Information.
- 7.3 In no event shall Silfratech be liable to JNNCE, Shimoga or any other person for any damage whatsoever arising in connection with its performance under this Agreement and/or out of or as a result of the



use of Silfratech Information including any and all costs, expenses, including without limitation, special, incidental or consequential damages even if Silfratech has been advised of the possibility of such damages.

- 7.4 Except for breach of Confidentiality, infringement of Intellectual Property of Silfratech or non-conformance of specifications provided by Silfratech, in no other event shall JNNCE, Shimoga be liable to Silfratech or any other person for any, damage whatsoever arising in connection with Silfratech or any other third party' usage of work product developed and/or delivered as a result of the program created by this Agreement.
- 7.5 The student or the University may or may not receive a stipend (no payment) for performing any work during the Internship and will not for any purpose become an employee of Silfratech as a result of performing the Internship.

ARTICLE 8

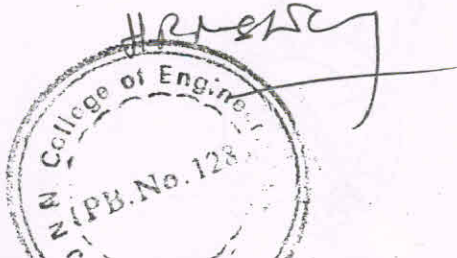
WAIVER

The failure of a Party hereto to exercise or enforce any right conferred upon it under this Agreement shall not be a waiver of any such right nor operate to bar the exercise or enforcement thereof at any time thereafter.

ARTICLE 9

ENTIRE AGREEMENT

This Agreement including its Annexures sets forth in the entire Agreement between the Parties as to the subject matter hereof and merges all discussion and negotiations between them. No modifications or amendment of this Agreement including its Annexures shall be valid or binding unless made in writing and signed on behalf of the Parties by their duly authorized representatives.



ARTICLE 10

ASSIGNMENT

Neither this Agreement nor any right or obligation hereunder is assignable by one Party without the prior consent of the other whereas consent shall not be unreasonably withheld. It is however explicitly understood and acknowledged that Silfratech shall be entitled to assign all its rights and obligations under this Agreement to any of its Affiliates.

ARTICLE 11


ARBITRATION

In case of a dispute or difference between the Parties arising out of or in connection with the Agreement, the Parties shall first endeavor to settle it amicably by means of arbitration. Failing such settlement, any dispute shall be referred to the Courts in the City of Bangalore alone. The arbitration proceedings shall be in the English language.

SILFRATECH PVT LTD

JNNCE, SHIMOGA,

By



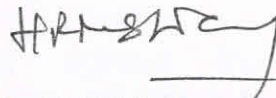
Name: Prakash H.S.

Title: Director

Date: 17-010-2017

Place: Bangalore

By

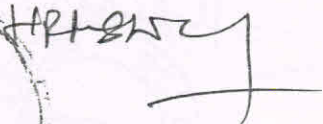
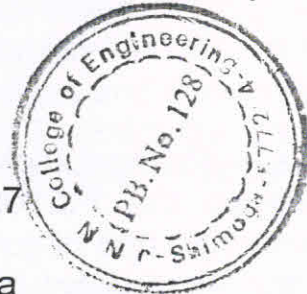


Name: Dr. H R Mahadevaswamy

Title: Principal

Date: 17-10-2017

Place: Shimogga



ANNEX 1

Internship for UG/ M.Tech /PhD Program

The following conditions shall apply to the program

The internship provided by Silfratech to UG/M.Tech./PhD students, will do their dissertation under the supervision of a faculty member associated with the Program. If required a co-supervisor from Silfratech would be co-opted for the Project. The projects would be assigned by mutual consent between Silfratech and the relevant JNNCE, Shimoga faculties. The completion of the project will be determined in accordance with the specifications given by Silfratech to JNNCE, Shimoga which will be mutually agreed by both the parties. The students provide the reports to the institute to fulfill the academic requirements as authorized and agreed by the Silfratech.

The Silfratech representatives are eligible for membership of the UG/M.Tech/PhD program Advisory Committee, to drive the industry requirements to academics.

ANNEX 2

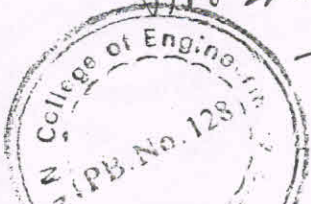
Background Description

Separate project agreements will be made wherein case the Background and transfer of such Background will be specified. Project owners from Silfratech will be assigned to each project.

ANNEX 3

Non Disclosure Agreement

Silfratech Pvt Ltd, formed under the Limited Liability Partnership Act 2008 and having its registered office at No 334, Ground Floor, 7th main, 14th cross, Jayanagar 2nd Block, Bangalore - 560011 ,Karnataka 560098, INDIA (hereinafter referred to as "Silfratech ", which expression shall unless repugnant to the context or meaning thereof, includes its executors, administrators, successors and permitted assigns), represented by -----



And

Jawaharlal Nehru National College of Engineering, Shimoga, 577204 having accredited by VTU (hereinafter referred to as JNNCE, Shimoga ", which expression shall unless repugnant to the context or meaning thereof, includes its executors, administrators, successors and permitted assigns), represented by Dr. H.R. Mahadevaswamy, Principal, JNNCE.

and

..... a student (hereinafter referred to as "the Student") participating in UG/M.Tech. /PhD internship program or joint work (hereinafter jointly referred to as "the Program")

hereby agree that the following terms and conditions (hereinafter referred to as "Agreement") shall be applicable in connection with the activities in the framework of the Program, hereinafter called the "Authorized Purpose".

Clause I

Silfratech may disclose certain information to JNNCE, Shimoga and/or the Students with respect to the Authorized Purpose in writing, orally and/or otherwise. Such information may be without limitation, in the form of business and/or financial records, presentations, specifications, sample photographs, drawings or other documents. All information so disclosed is hereinafter referred to as "Confidential Information".

In case Confidential Information is disclosed in documentary or other tangible form, Silfratech will label the same as "confidential", "proprietary" "copyright" or the like.

Clause II

All Confidential Information, which shall include any Derivatives there from, improvement thereon or translation, abridgement, adaptation or other change thereof by Silfratech and/or JNNCE, Shimoga and/or the Student, shall be the property of Silfratech.



Silfratech will provide all Confidential Information on an "as is" basis without any warranty whatsoever, whether express, implied or otherwise, regarding its accuracy, completeness or otherwise, and Silfratech shall not be liable for any direct, indirect, special, incidental, consequential or any other damages of whatsoever nature.

JNNCE, Shimoga and/or the Students will return all Confidential information and any copies thereof to Silfratech immediately upon Silfratech first written request.

Clause III

The parties agree that, unless Silfratech gives its written authorization, JNNCE, Shimoga and/or the Student shall, during a period of five (5) years from the date of disclosure of any Confidential Information hereunder:

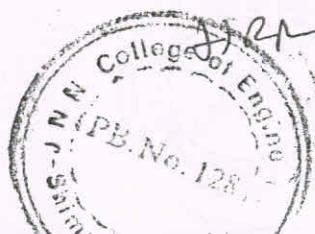
Not use Confidential Information disclosed by Silfratech pursuant to Clauses I and II for any other purpose than for the Authorized Purpose; protect Silfratech Confidential Information against disclosure in the same manner and with same degree of care, but not less than a reasonable degree of care, with which it protects confidential information of its own; Limit circulation of the Confidential Information disclosed by Silfratech to JNNCE, Shimoga and/or the Student in connection with the Authorized Purpose.

In case of doubt JNNCE, Shimoga and/or the Student agree to request Silfratech in writing for latter's opinion.

JNNCE, Shimoga and/or the Student acknowledge that Silfratech will be irreparably harmed if JNNCE, Shimoga and/or the Student actually violate or threaten to violate their confidentiality obligations under this Agreement. Therefore, in the event of such actual or threatened violation, Silfratech shall be entitled to an injunction and / or any other appropriate legal and / or other remedies regarding any actual or threatened violation by the concerned persons of JNNCE, Shimoga and/or the Student.

Clause IV

The parties agree that information disclosed by Silfratech to JNNCE, Shimoga and/or the Student pursuant to this Agreement which would



otherwise be Confidential Information shall not be deemed Confidential Information to the extent that it can be proven by written records that said information:

is part of the public domain without violation of this Agreement;

is known and on record at JNNCE, Shimoga and/or the Student prior to disclosure by Silfratech ;

is lawfully obtained by JNNCE, Shimoga and/or the Student from a third party who is not bound by similar confidentiality obligations;

where demonstrable, is developed by JNNCE, Shimoga and/or the Student completely independently of any such disclosure by Silfratech ;

is ascertainable from a commercially available product; or

is disclosed pursuant to administrative or judicial action, provided that JNNCE, Shimoga and/or the Student shall use their best effort to maintain the confidentiality of the Confidential Information e.g. by asserting in such action any applicable privileges, and shall, immediately after gaining knowledge or receiving notice of such action, notify Silfratech thereof and give Silfratech the opportunity to seek any legal remedies so as to maintain such Confidential Information in confidence.

If only a portion of the Confidential Information falls under of the above subsections, then only that portion of the Confidential Information shall be excluded from the use and disclosure restrictions of this Agreement.

Clause V

Nothing herein contained shall be construed as a grant by implication, estoppel or otherwise, of a license of only kind by Silfratech to the JNNCE, Shimoga and/or the Student e.g. to make, have made, use or sell any product using Confidential Information or as a license under any patent, patent application, utility model, copyright, mask work right, or any other intellectual property right.



Intellectual property rights (meaning patents, petty patents, utility, models, design patents (both registered and unregistered), design rights, copyrights, know-how and any other form of intellectual property right protection afforded by law to inventions, designs or technical information, and applications therefore) created by Student sponsored by Silfratech and/or JNNCE, Shimoga faculty members in the framework of the Program shall vest in Silfratech, and to the extent necessary, shall be transferred to Silfratech forthwith after the creation of such intellectual property right. In respect of inventions as part Semiconductors of the intellectual property rights, Silfratech shall file the patent application in such countries as it may choose, while explicitly mentioning in the patent applications the name of the inventor (s) subject to the provisions of Section 39 of the Indian Patents Act, 1970.

Clause VI

Written communications with respect to Confidential Information under this Agreement shall be addressed only to the following respective persons) or to such other person as either party may from time to time designate in writing):

SILFRATECH PVT LTD

JNNCE, Shimoga

F. a. o.: Prakash H S

F. a. o.: Dr. H.R.Mahadevaswamy"

Phone: +91-974278994

Phone: +91- 78994 78990

Fax:

Fax:

Clause VII

JNNCE, Shimoga and/or the Student shall not transfer or assign any or all of their rights and or their obligations or delegate the performance of any or all of their obligations under this Agreement, direct or indirectly, through acquisition, merger or otherwise, without the prior written consent of Silfratech.



Clause VIII

This Agreement shall be governed and construed in accordance with the laws of India and subject to the exclusive jurisdiction of the Courts in the City of Bangalore.

ANNEX 3

Technology Collaboration area

Initial collaboration between JNNCE and Silfratech will be for two years starting from the day of signing this agreement and collaboration will be in following are the technology areas:

SILFRATECH PVT LTD

JNNCE, Shimoga

Signature:

Signature:

Name:

Name:

Title:

Title:

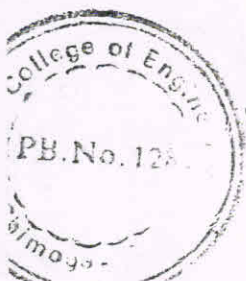
Date:

Date:

Student Signature

Name:

Date:





सत्यमेव जयते

INDIA NON JUDICIAL

Government of Karnataka

e-Stamp

Certificate No. : IN-KA19852503243776R
 Certificate Issued Date : 03-Jun-2019 01:18 PM
 Account Reference : NONACC (FI)/ kaksfcl08/ SHIMOGA2/ KA-SM
 Unique Doc. Reference : SUBIN-KAKAKSFCL0868364427484330R
 Purchased by : JAWAHARLAL NEHRU NATIONAL COLLEGE OF ENGG SHIMOGA
 Description of Document : Article 12 Bond
 Description : AGREEMENT
 Consideration Price (Rs.) : 0
 (Zero)
 First Party : JAWAHARLAL NEHRU NATIONAL COLLEGE OF ENGG SHIMOGA
 Second Party : TEQUED LABS PRIVATE LIMITED BANGALORE
 Stamp Duty Paid By : JAWAHARLAL NEHRU NATIONAL COLLEGE OF ENGG SHIMOGA
 Stamp Duty Amount(Rs.) : 100
 (One Hundred only)



Please write or type below this line

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding ("MoU") is made on 3rd Day of June 2019, by and between: **Jawaharlal Nehru National College of Engineering (JNNCE), Shimoga** an entity incorporated under the laws of India and having its Principle place of activity at Shimoga, India represented by its Principal. (Here in after referred as "JNNCE"). AND **TEQUED LABS PRIVATE LIMITED**-having its Registered Office No 10, BSK 3rd Stage, Bangalore, Karnataka, India, 560085 (hereinafter referred as "TEQUED LABS"):

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Handwritten signature

Statutory Alert:

1. The authenticity of this Stamp Certificate should be verified at "www.shcesamp.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.

KARNATAKA GOVERNMENT OF KARNATAKA

JNNCE and TEQUED LABS shall be hereinafter be collectively referred to as “Parties” and individually as “Party”

WHEREAS

- A. JNNCE, Shimoga is specialized in providing value-added, holistic engineering education to students at affordable costs, in conducive academic ambience, leading to Personality development and intellectual growth.
- B. TEQUED LABS is an R&D Innovation Hub and educational institute which is focused on providing quality education on latest and cutting edge technologies to students and also specializing in software/ hardware Development along with Placement Training. The goal of the company is to promote innovation, entrepreneurship and also increasing employability quotient thus making them Job- Ready.
- C. The Parties wish to co-operate with each other as per the terms and conditions enumerated in this MoU.

NOW THEREFORE THE PARTIES SET FORTH THEIR PRELIMINARY UNDERSTANDING AS FOLLOWS:

1. Scope

1.1 The scope of this MoU is to provide a framework of reference to build a strong and on-going relationship between JNNCE and TEQUED LABS in various areas of mutual interest and benefit.

1.2 The primary goals are:

- **Conducting Faculty Development Programs (FDPs):** Faculty Development / Certification Programs are to be conducted in the JNNCE Campus for the Faculty members of the college / other colleges to get trained in technologies/domains like Virtual and Augmented Reality, Artificial Intelligence, Machine Learning, IOT, Data Science, Robotics etc.
- **Conducting Workshops/ Events/ Training Modules:** Workshops/ Events / Training Modules are conducted in the above mentioned fields for the benefit of the Students from all the colleges.



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- **Contribute towards development of curriculum:** Setting Syllabus for new courses, helping in setting up labs, Providing Industry connect, etc.
- **Product Development:** Support department in developing products for patenting and filing for IP.
- **Technology Foundation Courses** with hands-on experiential training:

1. Programming languages like

- Python
- R
- Java
- Ruby

2. Mobile Application Development

3. Internet of Things (IoT)

4. Artificial Intelligence (AI)

5. Virtual and Augmented Reality

6. Machine Learning and Deep Learning

7. Data Science

8. Internships and Project Work facilitation

9. Expert Lecture on need basis

10. Programs for CIVIL and MECHANICAL students

2 **JNNCE** and **TEQUED LABS** establish a “**Core Consulting Team**”. Both the Parties shall ensure that the “**Core Consulting Team**” comprises of appropriate personnel from both parties to discuss and implement the ideas. Both sides will also have Single Point of Contact for coordinating various activities and for administration purpose.

2.1 **JNNCE** shall be represented by the Principal.

2.2 **TEQUED LABS** shall be represented by **Mr. Supreeth Y S**, Director and CEO and **Mr. Aditya S K**

2.3 The Parties hereby acknowledge and agree that “**Core Consulting Team**” will meet at least once in three months (every quarter) to ensure successful implementation of all programs mutually agreed to in the areas mentioned in this MoU. Dates are to be decided by mutual consultation.

HARESH



Supreeth

3. **Responsibilities of JNNCE:**

- a. To provide necessary laboratory / class room infrastructure for the training.
- b. To identify and make available interested students internally as desired by JNNCE to participate in the program.

4. **Responsibilities of TEQUED LABS:**

- a. To promote innovation and entrepreneurship among students.
- b. To train the students on latest, advanced and cutting edge technologies in the campus.
- c. To provide a platform for students to exhibit their innovations at regional, national and international project competitions and hackathons.
- d. To allow students to carry out UG/PG Projects / Internships as per University regulation. The number of students and projects/internship will be decided based on mutual convenience.

5. **Joint responsibilities of JNNCE and TEQUED LABS**

JNNCE and TEQUED LABS jointly agree:

- a. To closely work together to bring paid Workshop/Training opportunities for students. The workshops will be technically supported by TEQUED LABS and JNNCE
- b. If any project carried out in a joint venture leads to a potential Product/service, then incubation centre terms and conditions will be laid down by TEQUED LABS and JNNCE
- c. In case of additional funding required to develop expertise on consulting, JNNCE and TEQUED LABS put up joint project proposal for funding by govt or any other agencies.
- d. To work towards success of projects and relationship fostering.
- e. To enter into a separate non-Disclosure agreement to safeguard and protect each other's data confidentiality and other interests.



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6. Terms and Termination

6.1 This MoU shall come in to effect from 03-06-2019, and shall remain in effect for a period of sixty (60) months. After a period of sixty months, MOU can be further extended on mutual agreement.

6.2 Either Party shall have the right to terminate this MoU by giving ninety (30) days prior written notice to the other Party.

7. Confidentiality

7.1 Neither Party shall, without the prior written consent of the other Party disclose to any third party the contents of this MoU or any information obtained by either Party in performance of or in connection with this MoU. The Parties agree to take all reasonable measures to maintain the confidentiality of all Information which in no event will be less than the measures it uses to maintain the confidentiality of its own information of similar importance.

7.2 The obligations of confidentiality shall come into effect upon the signing of this MoU and shall survive even after the termination of this MoU.

8. Commercial

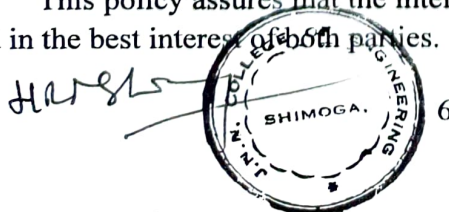
The commercials for each consulting/Training opportunity shall be:

A course like **AR/VR, IoT, AI, Machine learning**, are very high in demand and is highly priced in the Market. However, in the interest of the students, **TEQUED LABS**, will provide training at very reasonable rates without compromising on the quality of education. Here is the mutually agreed fee structure:

- I. Training fee structure will be fixed by both the parties(for workshops).
- II. The Cost for the Board/ Kits /other training materials shall be charged to the students (if applicable).
- III. The minimum strength of students required to run the On Campus Training Program is 50 students per program.
- IV. Food & Lodging Facility for **TEQUED LABS** Experts during training will be provided by **TEQUED LABS / JNNCE**
- V. A Share from the revenue generated by **TEQUED LABS** will be given to the department/institution.

9. Intellectual Property Rights:

9.1 This policy assures that the intellectual property arising from this agreement is used in the best interest of both parties.



A handwritten signature in black ink, appearing to read "Juprath", is written over a horizontal line.

9.2 JNNCE, its employees and the faculty / students are protected and indemnified from all liability arising from the development, marketing, or use of the particular intellectual property by **TEQUED LABS**

9.3 Both Parties shall retain their respective rights with respect to any equipment, methodologies, tools and technologies provided hereunder for the purpose of this MOU. Both Parties will ensure that such equipment, methodologies, tools and technologies are used solely for the purpose set out in this MOU.

10. **Arbitration**

10.1. In the event of any dispute or differences arising at any time between the Parties hereto as the construction, meaning or effect of this Agreement or any clause or thing contained herein or the rights, duties, liabilities and obligations of the Parties hereto or breach thereof, the parties shall in good faith endeavor to resolve the dispute by mutual discussion. In the event, the parties are unable to do so, the matter will be settled by arbitration subject to the provision of the Arbitration and Conciliation Act, 1996 and as amended from time to time. The Parties agree shall mutually endeavor to appoint a single arbitrator, within a period of thirty (30) days upon being called upon to do so. In the event, the Parties fail to appoint a single arbitrator, by mutual agreement, each Party will appoint one arbitrator and the two arbitrators so appointed will appoint a third arbitrator to whom the dispute will be referred for resolution. The arbitration proceedings shall be in English and held in Bangalore and in accordance with the Arbitration and Conciliation Act 1996 and as amended from time to time.

11. **Governing Law and Jurisdiction.**

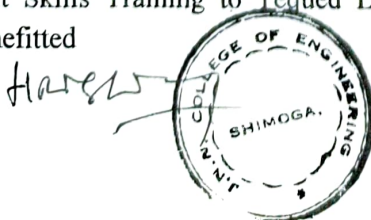
11.1 This MoU shall be governed by the laws of Republic of India. Any dispute arising in connection therewith shall be submitted only to the Courts in Bangalore, India.

12. **Non Solicitation**

12.1 JNNCE shall not directly or indirectly solicit, or cause to be solicited the employment of any employee of **TEQUED LABS**, who is involved in the performance of its obligations under this MoU.

13. **Other Programs and Contracts**

Tequed Labs will work with full force towards supporting JNNCE in all aspects ranging from bringing international collaborations to taking students to national and international competitions. On similar lines JNNCE is requested to support Tequed Labs by giving contracts of any other programs such as Placement Training Programs, Soft Skills Training to Tequed Labs so that both the organizations are mutually benefitted



Supreeth

14. Industrial Skill Development and Internship Program(1 week classroom training + 3 weeks Industrial Project Work – 4 weeks program)

Tequed Labs in association with JNNCE will conduct “ **Industrial skill development and Internship program** ” every year by **establishing Centre of Excellence for IOT in JNNCE.**

The above program will be open to students from all the Branches in JNNCE and other neighboring colleges. The respective departments shall permit the students interested to take part in the program.

The Program fee is Rs 5250/- per student for all the courses. This is divided as

1. Classroom Training - Rs 2500/-
2. Project Training and Internship Guidance - Rs 2750/-

Note: This is the fee structure for the current programs. It is subjected to change for future programs.

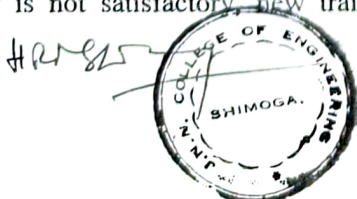
Revenue generated from the classroom training shall be shared with JNNCE in the following manner:

Revenue can be split up in 30 : 70 Ratio
30% to be given to JNNCE from the second year.

Tequed Labs shall establish “**IOT Centre of Excellence / Innovation centre**” in the JNNCE campus.

Terms and Conditions

1. Tequed Labs and JNNCE shall collaborate for a term of 5 years in conducting the above-mentioned programs.
2. Students from JNNCE can pay an advance amount of Rs 1000 to the faculty in charge and book their seats. Balance Amount to be paid on the first day of the training
3. Mode of Fee Payment (Students to Department and Department to Tequed Labs) – Cash/ Check.
4. All the students will receive a receipt for paying the Program fee and the same will be used as an admit card during the classroom training program.
5. Tequed Labs shall take reviews of the course everyday during the classroom training program and at any point of time if majority of the students feel that the teaching quality of the trainer is not satisfactory, new trainer will be appointed immediately thus ensuring



Handwritten signature: J. P. S.

complete student satisfaction and maintaining the high quality of teaching for which Tequed Labs is famous for.

6. If any student has doubts or hasn't understood the concepts clearly, the trainer will see to that he repeats the concepts and makes the student understand the concepts again and clears all the doubts.

7. As Tequed Labs would have already invested a huge sum of money in setting up "**IOT – Centre of Excellence / Innovation Centre**", institution is requested to not allow any other company to conduct similar programs in the institution during the tenure of our collaboration.

8. Tequed labs shall **mentor the participants** who are interested in taking part in national and international Hackathons / Project Competitions and any other events at no extra cost.

9. Tequed Labs will promote and encourage **Entrepreneurship** by mentoring / Incubating Student Startups at their office based on the feasibility of their Idea, helping the students validate their startup ideas, connecting them to investors etc provided they have taken part in any of our training programs.

10. Initially to begin the program, the college should send in a minimum of 50 students for this program.

11. The college should take the responsibility for doing the In-House Publicity of the event. One Faculty coordinator should help with the registration process.

12. Tequed Labs will send one person as the **External Examiner** during the Internship Viva

13. Tequed Labs will conduct the above program twice in a year. (January and July)

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IOT Centre of Excellence / Innovation Lab

1. Requirements from the Institution

- Infrastructure - Classroom / Lab / room
- Furniture - Chairs and Tables (The number can be decided by the institution)
- Basic Electricals – Fans Lights and Power Sockets

2. Roles and Responsibilities of the department / institution

- To monitor the activities of the students in the Lab.
- Maintain a log book and make an entry when any student enters the lab and also record the purpose (project/research/competition etc).
- A faculty Incharge or a Lab Incharge must issue the components and see to that they are not damaged or misplaced.
- The college can impose a fine (Equivalent to the price of the component) and the replacements can be purchased through Tequed Labs or can be ordered online

3. Deliverables from Tequed Labs

- IOT Centre of Excellence / Innovation Lab Name Board
- Posters and Information Boards
- IOT Kits, 3D printer, VR Headsets and other supporting Hardware and Software
- Certificates for all the participants.

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November 29, 2021

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding ("MoU ") is entered into as of **November 29, 2021** (the "Execution Date") by and between, **Jawaharlal Nehru National College of Engineering, Shivamogga**, (hereinafter referred to as "**Jawaharlal Nehru National College of Engineering, Shivamogga**")

AND

TESTBOOK EDU SOLUTIONS PRIVATE LIMITED (PAN: AASC58515R and CIN: U72200MH2013PTC241118), a private limited company incorporated under the Companies Act, 1956, engaged in providing online educational courses to students, having its registered office at 1st and 2nd Floor, Zion Building, Plot no. 273, Sector No. 10, Kharghar, Navi Mumbai, Raigarh, Maharashtra - 410210 (hereinafter referred to as "**Testbook** ", which expression shall unless repugnant to the context or meaning thereto shall mean and include its successors and permitted assigns) represented herein by its Director, Mr. Ashutosh Kumar, duly authorized by its board of directors vide resolution dated 16th November 2019.

Jawaharlal Nehru National College of Engineering, Shivamogga and Testbook are individually referred to as a

"**Party**" and collectively as "**Parties WHEREAS:**

- A. Testbook will provide its services under **Testbook Skilled Campus Program** for use by Jawaharlal Nehru National College of Engineering, Shivamogga in respect of "**End Users**" (all students who are presently enrolled in any program with the institution), in accordance with the terms and conditions set out herein, and Testbook has agreed to the same.
- B. Pursuant to the foregoing, the Parties have agreed to enter into this MoU to set forth the terms and conditions of their arrangement in the following sections.

As a part of this MoU, both the parties have identified and hereto agree to the following responsibilities respectively:

1. RESPONSIBILITIES

1.1 Responsibilities of Testbook

- A. Testbook with the help of Jawaharlal Nehru National College of Engineering, Shivamogga shall get all the willing students of Jawaharlal Nehru National College of Engineering, Shivamogga to sign up on Testbook's platform with email ID to avail the services under Testbook Skilled Campus Program.

TESTBOOK EDU SOLUTIONS PVT. LTD.

1st & 2nd Floor, Zion Building, Plot No. 273, Sector - 10, Kharghar, Navi Mumbai - 410210

CIN: U72200MH2013PTC241118



Principal

Jawaharlal Nehru New
College of Engineering (INNCE)
Shivamogga.

B. There will be no financial implications involved between Testbook and Jawaharlal Nehru National College of Engineering, Shivamogga during the

“Term” (defined hereafter) of this MoU and the End, Users can get these benefits under

Testbook Skilled Campus Program:


- Placement Preparation Activities for a period of 1 year which can include Live Tests (Minimum of 10) along with a detailed analysis of Jawaharlal Nehru National College of Engineering, Shivamogga End Users’ performance to the institute
- Career mentorship sessions from industry experts (Minimum of 10)
- Access to all the content under Testbook Pass for a period of 01 month
- Chance to get internships & full-time opportunities

● **Responsibilities of Jawaharlal Nehru National College of Engineering, Shivamogga**

- A. To inform the availability of such free services as referred above to the End Users for upskilling and assessment by circulating necessary information.
- B. To provide support in scheduling the Live Tests and informing the End Users that would help them evaluate their readiness for placements and institute to know the current preparation status of their students.
- C. To provide End Users’ detailed feedback of Testbook’s platform usage to Testbook.
- D. To form a Whatsapp group with the student representatives of each branch & placement cell coordinators.

2. Other provisions:

- A. This MoU shall be valid for an initial period of 1 (one) year from the Execution Date (“Term”) unless terminated earlier by Parties.
- B. Testbook shall keep all the data collected from the students confidential and shall NOT share/disclose to anyone in any form whatsoever without prior written permission from the students. Testbook also agrees that the data so collected shall be used for the purpose envisaged in this MoU and not for any other purpose.


Principal
Jawaharlal Nehru New
College of Engineering (INNCE)
Shivamogga.

TESTBOOK EDU SOLUTIONS PVT. LTD.

1st & 2nd Floor, Zion Building, Plot No. 273, Sector – 10, Kharghar, Navi Mumbai - 410210

CIN: U72200MH2013PTC241118

AGREED AND ACCEPTED:

For and on behalf of Jawaharlal Nehru
National College of Engineering,
Shivamogga

G. Suresh
2/12/21

Signature:


2-12-2021

Name:

Principal
Jawaharlal Nehru New
College of Engineering (JNCE)
Shivamogga

Title:

Date:

02/12/2021



Principal
Jawaharlal Nehru New
College of Engineering (JNCE)
Shivamogga.

For and on behalf of TESTBOOK EDU
SOLUTIONS PVT LTD

Signature:

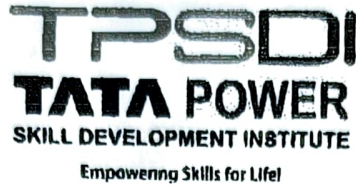
Name:

Title:

Date:

TESTBOOK EDU SOLUTIONS PVT. LTD.

1st & 2nd Floor, Zion Building, Plot No. 273, Sector - 10, Kharghar, Navi Mumbai - 410210
CIN: U72200MH2013PTC241118



**Understanding
between**

**Tata Power Skill Development Institute
(TPSDI)**

and

**J N N College of Engineering
(JNNCE)**

Date: 24th Feb 2021

A handwritten signature in blue ink, consisting of the letters 'JP' with a horizontal line extending to the right.

**Principal
Jawaharlal Nehru New
College of Engineering (JNNCE)
Shivamogga.**

1. Background

The Tata Power Skill Development Institute (TPSDI) is an endeavor from the Tata Power Company to empower youth and others with employable skills, especially in the Power and allied sectors, and to address the skill gap challenge faced by the Indian Power Sector.

The Institute provides modular training and certification across a wide range of employable skills.

The Institute has set up five training hubs in four locations in the country leveraging the facilities of Tata Power and its JV/Subsidiaries:

- Shahad - Mumbai, Maharashtra
- Trombay - Mumbai, Maharashtra
- Malihon - Dhanbad, Jharkhand
- Mundra - Kutch, Gujarat
- Jojobera - Jamshedpur, Jharkhand

The Institute's unique training approach is designed for delivering skills with speed, scale, and standards.

Given the needs of Engineering students - Skills for the Power Sector, Specialized Skills for specific domains of operations in the Power Sector and Allied fields, TPSDI and the College wish to collaborate to bring together the resources and expertise for the benefit of the students.

This Understanding describes the Joint and Individual obligations that TPSDI and College agree to fulfil, to realize the potential of their synergy.

Each is referred to as "Party" in this Understanding, or jointly as "Parties". College includes the Students enrolled with the College.

2. Understanding

College has requested TPSDI to offer courses of training at TPSDI for students undergoing their curriculums and/or desirous of taking the Industry Certification courses/facilities offered by TPSDI.

Courses and fee structures will be mutually agreed upon between TPSDI and the College.

The Fees structure for Basic courses is as defined below, which will be remitted by DD or online transfer, by College/student to The Tata Power Company Limited, on or before the commencement of the course:

	1.4.2020 to 31.3.2021
TVAS Course on Solar	4,000/-
TVAS Course on Mechanical	4,000/-

*GST Included

No. of students expected per year: 50

Subant
Professor - MBA & HOD
(Training & Placement)
J.N.N. College of Engineering
Navale, Savalanga Road,
Shivamogga - 577 204

J.P.
Principal
Jawahar Lal Nehru New
College of Engineering (JNNCE)
Shivamogga.

3. Obligations of Students and College

- All students enrolled in the course at TPSDI will follow the TPSDI Code of Conduct and Safety Norms for Students.

4. Obligations of TPSDI

- TPSDI will conduct the course and assessments with all classroom, practical, and site visit components as per the course curriculum laid down by TPSDI.
- The students will be awarded a Certificate by TPSDI after they undergo the course and assessments successfully.

5. Intellectual Property and Copyrights

Both parties recognize that the concepts, designs, plans, content, assessments, and processes that are developed by either party, will remain the Intellectual Property and Copyright of that party at all times.

Neither party will infringe upon the Copyright of the other party. If any use or re-use of the materials of the other party are required, it can be done only after consent in writing is provided.

6. The use of Logos

Both parties can use the Logo of the other party, for demonstrating the mutual understanding and partnership contained in this Understanding, on approval in writing or as confirmed over email correspondence, of the exact context of use, and as approved in each instance.

7. Effective Date, Term and Termination

- This Understanding is valid with effect from the date of the last signature at the end of the document.
- This Understanding is valid for One (01) Year as in Sec 2 unless terminated before that. The achievements and progress under the Understanding will be reviewed by both the parties at the Anniversary of the Understanding.
- This Understanding can be terminated by either party at any time, for any reason, with a communication to the Contact person of the other party. Any open transactions at that time will be taken forward to closure as may be mutually agreed. Any Commercial transactions open at that time will be settled and closed within 30 days.

8. No Licenses

This Understanding is only describing a Business Relationship and should not be construed to mean any form of ownership or license to either party except as stated in this Understanding.

There are no other rights granted to either party by the other, except as stated in this Understanding.

Confidential

2021

Sutant
Professor - MBA & HOD
(Quality & Placement)
J.N.V. College of Engineering
Nasir, S. S. Road, U. S. S.
Sriperumbudur - 605 004

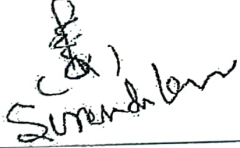
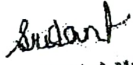
Principal
Dr. Muthaiah N. N.
College of Engineering (JNVC)
Sriperumbudur

9. Points of Contacts


For managing the activities under this Understanding, the Contact Persons responsible at either party are as follows, including their contact and location details:

For TPSDI	For College
Name: Surendra Kumar	Name: Dr. C. Srikant
Desig: Principal	Desig: HoD,
Address: Tata Power Skill Development Institute Mundra, Coastal Gujarat Power Ltd.(Site), 4000 MW UMP Project, CGPL Office Complex, Block B, Tunda-Vandh Road, Village – Tunda, Mundra, Kutchh 370435, Gujarat, India	Address: Dept. of Training & Placement JNN College of Engineering, Savalanga Road, Navule Shivamogga -577204
Tel:02838661617 Mob: 9099006417	Mob: 9886748944
Email: surender.kumar@talapower.com	Email: hod_placement@jnnce.ac.in
Registered Office Address: Tata Power Company Limited, Bombay House, 24 Homi Mody Street, Mumbai - 400001	Registered Office Address: (same as above)

10. Signatures

For TPSDI	For College
	
Name: Surendra Kumar	Name: Dr. C. Srikant
Desig: Principal –TPSDI	Desig: HoD,- Dept. of T&P
Date: 26/02/2021	Date:24/02/2021


Mr. J. C. Mistry, Chief-TPSDI


Principal
Jawaharlal Nehru New
College of Engineering (JNNCE)
Shivamogga.

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