



MEMORANDUM OF UNDERSTANDING

BETWEEN

DEPARTMENT OF ELECTRONICS AND COMMUNICATION ENGINEERING OF
SHRI MADHWA VADIRAJA INSTITUTE OF TECHNOLOGY AND
MANAGEMENT

AND

SKYY SKILL ACADEMY

This Agreement made and entered into on this **30 October, 2023** between **Department of Electronics and Communication Engineering of Shri Madhwa Vadiraja Institute of Technology and Management, Bantakal, Udipi-574115** (hereinafter called "SMVITM") and **SKYY RIDER INSTITUTIONS** (hereinafter called "SSA" which expression shall include its successors and permitted assignees) with its registered office at Hyderabad Telangana 500081.

1. OBJECTIVES OF THE MOU

The objective of this Memorandum of Understanding is:

- a. To promote interaction between SMVITM and SSA in mutually beneficial areas.
- b. To provide a formal basis for initiating interaction between SMVITM and SSA.

2. PROPOSED MODES OF COLLABORATION

SMVITM and SSA propose to collaborate through Innovation Internship program

3. CONFIDENTIALITY

Each party shall maintain complete confidentiality of any information of the other, disclosed during the term of this Agreement either directly or indirectly in any form whatsoever.

4. NON-EXCLUSIVITY

The relationship of the parties under this MOU shall be nonexclusive and both parties, including their affiliates, subsidiaries and divisions, are free to pursue other agreements or collaborations of any kind. However, when entering into a particular internship agreement, the participants may agree to limit each party's right to collaborate with others on that subject.

5. TERMS AND TERMINATION

This MOU, unless extended by mutual written agreement of the parties, shall expire **1 year** after the effective date specified in the opening paragraph. This MOU may be amended or terminated earlier by mutual written agreement of the parties at any time. Either party shall have the right to unilaterally terminate this MOU upon 60 days prior written notice to the other party. However, no such early termination of this MOU, whether mutual or unilateral, shall affect the obligations of the participants under any Internship Agreement, Confidentiality clause as referenced in clause 3 above, or any other agreement entered into pursuant to this MOU, which obligations shall survive any such termination.

6. RELATIONSHIP

Nothing in this MOU shall be construed to make party a partner, an agent or legal representative of the other for any purpose.

- SRI shall help the students of the Dept. of ECE, SMVITM to undertake Internships where the students need to undergo a fixed duration of the training period.


Principal

SHRI MADHWA VADIRAJA
INSTITUTE OF TECHNOLOGY & MANAGEMENT

7. ASSIGNMENT



It is understood by the Parties herein this MOU is based on the professional competence and expertise of each party and hence neither Party shall transfer or assign this Agreement, or rights or obligations arising hereunder, either wholly or in part, to any third party.

8. SIGNED IN DUPLICATE

This MOU is executed in duplicate with each copy being an official version of the Agreement and having equal legal validity.

BY SIGNING BELOW, the parties, acting by their duly authorized officers, have caused this Memorandum of Understanding to be executed, effective as of the day and year first above written.



On behalf of



**SHRI MADHWA VADIRAJA INSTITUTE
OF TECHNOLOGY AND MANAGEMENT
BANTAKAL, UDUPI**
Head
Dept of E&C Engg.

By : **SMVITM, BANTAKAL - 574 115**

Name : Dr. Guruprasad
Title : Assoc.Prof & Head - Dept. of ECE
Date : 30-10-2023

Witness:

1. Chethan R 
2. Akshatha Rao 

on behalf of

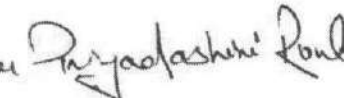


**SKYY SKILL ACADEMY
HYDERABAD**

By :

Name : Hemanth Sekhariz Panda
Title : CEO
Date : 30 Oct 2023

Witness:

1. Prigyanthi Jayashankari Roul 
2. Suchismita Sahoo


Principal

**SHRI MADHWA VADIRAJA
INSTITUTE OF TECHNOLOGY & MANAGEMENT**
Vishwathama Nagar Udupi Dist.
BANTAKAL - 574 115



सत्यमेव जयते

INDIA NON JUDICIAL

Government of Karnataka

e-Stamp

Certificate No. : IN-KA02680327274192V
 Certificate Issued Date : 03-Oct-2023 12:26 PM
 Account Reference : NONACC (FI)/ kaksfcl08/ UDUPI2/ KA-UD
 Unique Doc. Reference : SUBIN-KAKAKSFCL0876915034318975V
 Purchased by : SMVITM BANTAKAL UDUPI
 Description of Document : Article 12 Bond
 Description : M O U
 Consideration Price (Rs.) : 0
 (Zero)
 First Party : SMVITM BANTAKAL UDUPI
 Second Party : CAPITAL EQUIPMENT SERVICE LTD
 Stamp Duty Paid By : SMVITM BANTAKAL UDUPI
 Stamp Duty Amount(Rs.) : 20
 (Twenty only)



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MEMORANDUM OF UNDERSTANDING
BETWEEN

DEPARTMENT OF COMPUTER SCIENCE AND ENGINEERING OF
SHRI MADHWA VADIRAJA INSTITUTE OF TECHNOLOGY AND MANAGEMENT
AND
CAPITAL EQUIPMENT SERVICE LTD

This Agreement made and entered into on this 5th October, 2023 between Department of Computer Science Engineering of Shri Madhwa Vadiraja Institute of Technology and Management, Bantakal, Udupi-574115 (hereinafter called "SMVITM") and Capital Equipment Service Ltd (hereinafter called "CESL Academics" which expression shall include its successors and permitted assignees) with its registered office at -Poonamallee Taluk, Chennai- 602105.

[Signature]

Principal

Statutory Alert:

1. The authenticity of the Stamp Certificate should be verified at www.shrestamp.com by using e-Stamp Mobile App.
2. Receipt of the details of this Certificate and its availability on the Website / Mobile App is hereby acknowledged.
3. The details of this Certificate are available on the back of the Certificate.
4. In case of any queries, they please inform the concerned authority.

SHRI MADHWA VADIRAJA
INSTITUTE OF TECHNOLOGY & MANAGEMENT
Vishwethama Nagar, Udupi Dist.
BANTAKAL-574115

1. OBJECTIVES OF THE MOU

The objective of this Memorandum of Understanding is:

- a. To promote interaction between **SMVITM** and **CESL Academics** in mutually beneficial areas.
- b. To provide a formal basis for initiating interaction between **SMVITM** and **CESL Academics**.

2. PROPOSED MODES OF COLLABORATION

SMVITM and **CESL Academics** propose to collaborate through

- a. Supporting R&D projects, this may be carried out wholly at **SMVITM**.
- b. Any other appropriate mode of interaction agreed upon between **SMVITM** and **CESL Academics**.

3. FORMS OF RESEARCH AND DEVELOPMENT PROGRAMS

The form of any of the said Research and Development Program (hereinafter referred to as "Research Program") will be subject to a separate Research Agreement entered into by the Parties but may also include the following:

- a. **In their own existing facilities** - The performance of research individually by each Party or concurrently by both Parties in mixed groups at their own facilities with regular exchanges of results.
- b. **In a separate research and development facility** - The performance of research by the technical personnel of both Parties working together in the facilities of one Party or in mixed groups at the facilities supported/ sponsored by either Party.
- c. **Third parties** - The performance of research by the Parties together with one or more third parties.

4. TECHNICAL AREAS OF COLLABORATION

The principle technical areas of collaboration between **SMVITM** and **CESL Academics** will be as Web development, Machine Learning, Artificial Intelligence and any other subject of mutual interest.

5. AGREEMENTS FOR RESEARCH COLLABORATION

Research undertaken by the **SMVITM**, the treatment of intellectual property and data rights, including patents, industrial design registration, copyrights and all other proprietary information (including innovations not patented, designs not registered etc.) will be remains to the original inventors and in the college name.

6. CONFIDENTIALITY

- a. During and for a period of one year from the date of disclosure, each party agrees to consider as confidential all information disclosed by the other party in written or tangible form or, if orally disclosed confirmed in writing within thirty days of disclosure and identified as confidential by the disclosing party.
- b. The obligations above shall not extend to any confidential information for which the

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Principal
SHRI MADHWA VADIRAJA
INSTITUTE OF TECHNOLOGY & MANAGEMENT
Vishweshwara Nagar, Udipi Dist.
BANGALORE-504 115

- c. receiving party can prove that this information:
- is in the public domain at the time of disclosure or comes within the public domain without fault of the receiving party
 - is already known or become known to the receiving party
 - is received from a third party having no obligations of confidentiality to the disclosing party,
 - is independently developed by the receiving party; or
 - is required to be disclosed by law or court order

7. NON-EXCLUSIVITY

The relationship of the parties under this MOU shall be nonexclusive and both parties, including their affiliates, subsidiaries and divisions, are free to pursue other agreements or collaborations of any kind. However, when entering into a particular research agreement, the participants may agree to limit each party's right to collaborate with others on that subject.

8. TERMS AND TERMINATION

This MOU, unless extended by mutual written agreement of the parties, shall expire 3 years after the effective date specified in the opening paragraph. This MOU may be amended or terminated earlier by mutual written agreement of the parties at any time. Either party shall have the right to unilaterally terminate this MOU upon 60 days prior written notice to the other party. However, no such early termination of this MOU, whether mutual or unilateral, shall affect the obligations of the participants under any Research Agreement, Confidentiality clause as referenced in clause 6 above, or any other agreement entered into pursuant to this MOU, which obligations shall survive any such termination.

9. RELATIONSHIP

Nothing in this MOU shall be construed to make party a partner, an agent or legal representative of the other for any purpose.

- (a) **Hands-on-Workshop / SDP:** CESL Academics will organize at least one hands-on-workshop on latest technologies like Web development, Machine Learning, Artificial Intelligence, etc., for students as agreed terms and conditions every year. The College will provide the infrastructure facility for conducting such workshop in the campus. CESL Academics will provide certificates for the participants for workshops authorized by CESL Academics.
- (b) **Internship:** CESL Academics will short list candidates for internships after workshop based on their performance and willingness.
- (c) **Workshops/Events:** If the College wishes to organize a national event in the area of Web development, Machine Learning, Artificial Intelligence, CESL Academics will provide speakers (one event for an academic year).

10. ASSIGNMENT

It is understood by the Parties herein this MOU is based on the professional competence and expertise of each party and hence neither Party shall transfer or assign this Agreement, or rights or obligations arising hereunder, either wholly or in part, to any third party.



Principal

SHRI MADHWA VADIRAJA
INSTITUTE OF TECHNOLOGY & MANAGEMENT
Vishwathama Nagar, Udupi Dist.
BANTAKAL - 574115

11. SIGNED IN DUPLICATE

This MOU is executed in duplicate with each copy being an official version of the Agreement and having equal legal validity.

BY SIGNING BELOW, the parties, acting by their duly authorized officers, have caused this Memorandum of Understanding to be executed, effective as of the day and year first above written.

On behalf of

SHRI MADHWA VADIRAJA INSTITUTE
OF TECHNOLOGY AND MANAGEMENT
BANTAKAL, UDUPI

By :

Prof. Dr. Thirumaleshwara Bhat
Name : Dr. Thirumaleshwara Bhat

SHRI MADHWA VADIRAJA
INSTITUTE OF TECHNOLOGY & MANAGEMENT
BANTAKAL - 574 115
UDUPI DIST., KARNATAKA
Title : Principal

Date :

Witness:

1. Roshan Kotian
2. Dr. Raviprabha K.

on behalf of

CAPITAL EQUIPMENT SERVICE LTD,
POONAMALLEE TALUK,
CHENNAI - 602105

By :

Dr. Krishnan Sampath
Name : Dr. Krishnan Sampath

Title : Chief Executive Officer

Date : 05/11/2023

Witness:

1. Arjuna
2. Sadavenkata

Arjuna

Principal
SHRI MADHWA VADIRAJA
INSTITUTE OF TECHNOLOGY & MANAGEMENT
Vishwathama Nagar, Udupi Dist.
BANTAKAL - 574 115

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (hereinafter called "MOU") is made on 27-Sep-2023 by and between Infosys Limited (including its subsidiaries and Affiliates), a corporation organized and existing under the laws of India and having its primary place of business at Plot No. 44 & 97A, Electronics City, Hosur Road, Bangalore 560100, India (hereinafter "Infosys") and Shri Madhwa Vadiraja Institute of Technology and Management (including its subsidiaries and Affiliates) organized and existing under the laws of the state of Karnataka and having its primary place of business at Vishwathama Nagar, Bantakal, Udupi - 574 115 (hereinafter "Partner") Partner and Infosys being referred to individually as a "Party" or collectively as the "Parties"

Recitals

WHEREAS the Partner is a educational institution providing value added and holistic engineering education and

WHEREAS Infosys is a global leader in consulting, technology and outsourcing solutions and has agreed to provide their proprietary Springboard Platform for the Services. (hereinafter referred to as "Services")

NOW THEREFORE, for and in consideration of the mutual agreements and covenants hereafter set forth, the Parties hereto agree as follows:

1. BROAD SCOPE OF ACTIVITIES

The objective of this MOU is to establish a written document forming a basis under which the Parties may enter into agreements to perform Services only in India as defined in Schedule A & B.

- 1.1 Both Parties understand that this is a Corporate Social Responsibility ("CSR") initiative hence scope of work can be augmented further as and when required.
- 1.2 Also, necessary augmentation, in consultation with both the Parties, can be made regarding the time period of the MOU.
- 1.3 The relationship between the Parties is non-exclusive and nothing herein will prohibit either Party from pursuing similar agreements with any company or person.

2. CONFIDENTIAL AND PROPRIETARY INFORMATION

Each Party acknowledges and agrees that any and all information emanating from the other Party's business, in any form, including but not limited to information relating to the disclosing party's past, present, or future research, development or business activities is "Confidential and Proprietary Information". Each Party agrees that it will not, during or after the term of this MOU, permit the duplication or disclosure of any such Confidential and Proprietary Information to any person (other than an employee, agent or representative of the other party who needs such information for the performance of the obligations hereunder), unless such duplication, use or disclosure is specifically authorized by the disclosing Party in writing. "Confidential and Proprietary Information" is not meant to include any information which (a) is publicly available prior to this MOU or is made publicly available by the disclosing party without restriction; (b) is rightfully received by the receiving party from third parties without accompanying secrecy obligations; (c) is already in the receiving party's possession and was lawfully received from sources other than the disclosing party; or (d) is independently developed by the receiving party. Partner may disclose Infosys' Confidential and Proprietary Information if Partner is required to do so under applicable law, rule or order or communicated in response to a valid order by a court or required by any



Principal
SHRI MADHWA VADIRAJA
INSTITUTE OF TECHNOLOGY & MANAGEMENT
Vishwathama Nagar, Bantakal, Udupi - 574 115

governmental body or regulatory / legal authority, provided that, Partner, where reasonably practicable and to the extent legally permissible provides Infosys with prior written notice of the required disclosure so that Infosys may seek a protective order or other appropriate remedy, and provided further that Partner discloses no more Confidential and Proprietary Information than is reasonably necessary in order to respond to the required disclosure. The secrecy of the Confidential and Proprietary Information disclosed pursuant to this MOU shall be maintained for a period of five (5) years following disclosure thereof.

3. DATA PRIVACY

- 3.1. The Parties hereby agree that each of it shall be acting in the capacity of an independent Data Controller and no PII (as defined under this MOU) of the other Party shall be used for any purposes other than for the fulfillment of the purpose of this MOU and provision of the Services as contemplated herein. Infosys while processing Personal Data for the purpose of Services contemplated herein; shall adhere to the stipulations agreed under Schedule C.
- 3.2. With respect to Personal Data provided by or on behalf of Partner or permitted by Partner to be provided to Infosys (a) Each party will comply with all Laws, including all Laws relating to privacy or data security (b) Infosys and Partner will not be required to monitor or advise the other, in determining compliance with laws; (c) in the event of any change to (including changes in interpretation of a Law which requires a change to all or part of the Service, the Parties may make appropriate adjustments to the terms of the MOU and the Service, as determined by Infosys; and (d) Partner will encrypt all Partner Personal Data, prior to the provision to Infosys of such Partner's Personal Data by or on behalf of Partner or permitted by Partner to be provided to Infosys, or using such in connection with the Services. Partner is responsible for back up of all Partner Data.
- 3.3. Infosys has established and maintains a data security program. The existence of the data security program does not relieve either party of their obligations otherwise described in the MOU.

4. OWNERSHIP AND RESTRICTIONS

As used in this Section 4, the following terms have the respective meanings set forth below:

"Content" means any material hosted or to be hosted on Infosys Springboard including but is not limited to text, data, images, videos, graphics, code or other items


"Free Software Foundation" means an entity defined at <https://www.fsf.org/about/>.

"Partner Content" means all the Content that Partner uploads on or make available through Infosys Springboard.

"Infosys Content" means all the Content owned by Infosys or licensed to Infosys by any third party.

"Intellectual Property Rights" means all patents, copyrights and related rights, database rights, utility models, design rights, trademarks, service marks, rights in undisclosed or Confidential Information (such as knowhow, trade secrets and inventions) (whether patentable or not) and other rights of a like nature (whether registered or unregistered) and all applications for such rights as may exist anywhere in the world.

"Open Source Software" means any software that is licensed under any license listed or described at <http://www.opensource.org/docs/definition.php> or any license currently listed at <http://www.opensource.org/licenses>. Free Code as defined by the Free Software Foundation


Principal
SHRI RADHVIJA VADIRAJA
INSTITUTE OF TECHNOLOGY & MANAGEMENT
Vishwothama Nagar, Udipi Road
BANGALORE - 560 015

- 4.1 Except as provided herein, this MOU will not be construed to grant any license under any trade secret, patent, patent application, industrial design, trademark, copyright, mask work, confidential process, formula, plan, computer program, data or other valuable confidential information or know-how to either Party. Each Party will own and retain all of its right, title, and interest in and relating to its intellectual property rights in its Products and Services and Confidential Information, both currently used and that which may be developed and used in the future. For avoidance of doubt, all intellectual property rights in Infosys Springboard and Infosys Content will be retained by Infosys. Except otherwise provided in this MOU, Partner is not permitted to use the Infosys Springboard and Infosys Content.
- 4.2 Each party will have the non-transferable, non-exclusive, revocable license to use the other Party's logo(s), trade names(s) and trademarks and the names of its Products ("Marks") identified in Schedule D, all in unmodified form, solely for identification purposes in relation to the branding and marketing for the Services described in this MOU. All Marks must be reproduced on all copies of the Products and may not be altered or removed. The Party owning a Mark may modify, add or delete any such Marks upon sixty (60) days prior notice to the other Party. Each Party further agrees to ensure that all such use will comply with good trademark usage practices and the standards of display and trademark usage guidelines provided by the other Party and to take no action that would in any way infringe or interfere with the other Party's rights in its Marks. Each Party agrees to cooperate fully with the other Party in facilitating the other Party's monitoring and control of the nature and quality of the use of the other Party's Marks. Neither Party will have any right, title or interest in the Marks of the other Party, which will remain its sole and exclusive property, and each Party will retain all goodwill inured through the use of their respective Marks and, thus, agrees to assign to the other Party any rights that such Party may acquire in the applicable Marks by operation of law or otherwise. At no time during or after the term of this MOU will either Party challenge or assist others to challenge the other Party's Marks or the registration thereof or attempt to register, use or permit the use of any trademarks, marks or trade names confusingly similar to those of the other Party.
- 4.3. Infosys grants Partner a non-exclusive, limited, revocable, non-transferable, non-sublicensable license during the term to access and use Infosys Springboard and Infosys Content within the territory of India for educational and non-commercial purposes. Partner agrees not to distribute, transmit or publicly display any Infosys Content or any derivative work of Infosys Content to any third party unless otherwise agreed in this MOU. Partner agrees to retain all copyright or other notices fixed on any Infosys Content.
- 4.4. All Intellectual Property Rights in Partner Content will be retained by Partner. Partner represents and warrants that it has the necessary rights, licenses or consents to upload the Partner Content and to authorize end users of Infosys Springboard to access the Partner Content.
- 4.5 If Partner chooses to make the Partner Content available only to its authorized users, Partner grants Infosys a non-exclusive, worldwide, royalty free license during the term of the MOU to host and display the Partner Content to authorized users of Partner through Infosys Springboard. In the event Partner chooses to make the Partner Content available at all the users of Infosys Springboard, Partner grants Infosys a non-exclusive, worldwide, royalty free, sub-license, perpetual license to host, copy, store, transmit or publicly display the Partner Content.
- 4.6 Partner agrees that Infosys has the right to remove the Partner Content from Infosys Springboard in the event Infosys receives any written notice or grievance from any third-party alleging infringement of its Intellectual Property Rights or violation of any privacy rights of that third party resulting from the Partner's Content.

- 4.7. Partner agrees to indemnify, defend and hold harmless Infosys, its Affiliates, directors, officers, employees, representatives, and agents for any losses, damages, or expenses incurred by Infosys (including reasonable attorney fees) against: (i) any third party claim arising from the PARTNER's Content; (ii) breach of any warranties including implied warranties contained in this MOU by Partner; (iii) breach of confidentiality, data privacy and/or security obligations under this MOU, by Partner

Infosys agrees to indemnify, defend, and hold harmless Partner, its Affiliates, directors, officers, employees, representatives, and agent for any losses, damages or expenses incurred by Partner (including reasonable attorney fees) against any third-party claims (i) arising from the Infosys breach of intellectual property rights; and (ii) breach of confidentiality, under this MOU. If any infringement claim is made or the same appears as a just claim concerning Infosys' Content, Infosys shall modify Infosys' Content so that is no longer infringing; or replace it with a non-infringing Infosys' Content.

THE INDEMNIFICATIONS STATED HEREIN ARE WITHOUT PREJUDICE TO THE INDEMNIFICATIONS THAT PARTNER HAS PROVIDED ELSEWHERE IN THIS MOU.

- 4.8. Partner agrees not to do, and not to allow or authorize any of its instructors or third party to do, any of the following:

- a. Use Infosys Springboard in any manner that could interfere with, disrupt, negatively affect or inhibit other users from fully enjoying the services provided by Infosys Springboard, or that could damage, disable, overburden or impair the functioning of the Infosys Springboard;
- b. Harvest or collect information about other users, including their email addresses or any other personal details, without their consent;
- c. Use any robot, spider, crawler, scraper or other automated means or interface not provided by us to access Infosys Springboard or to extract data from Infosys Springboard;
- d. Reverse engineer any aspect of Infosys Springboard or do anything that might discover source code or bypass or circumvent measures employed to prevent or limit access to any area, content or code of Infosys Springboard (except as otherwise expressly permitted by law);
- e. Use or attempt to use any account for which the Party does not have authorization;
- f. Impersonate or post on behalf of any person or entity or otherwise misrepresent the Party's affiliation with a person or entity;
- g. Attempt to circumvent any content filtering techniques Infosys employs, or attempt to access any service or area of Infosys Springboard not authorized to access by the Partner;
- h. Engage in any harassing, intimidating, predatory or stalking conduct;
- i. Develop any third-party applications that interact with Infosys Springboard without our prior written consent;
- j. Use Infosys Springboard for any illegal or unauthorized purpose or engage in, encourage or promote any activity that violates these Terms; and
- k. Upload any Content which is defamatory, obscene, pornographic, pedophilic, invasive of another's privacy, including bodily privacy, insulting or harassing on the basis of gender, libelous, racially or ethnically objectionable, relating or encouraging money laundering or gambling, or otherwise inconsistent with or contrary to the laws in force

5. TERM



This MOU shall become effective on the last date of signing of this MOU ("Effective Date") and shall continue for a period of 5 (Five) years.

The Parties shall be entitled to terminate this MOU at any time by giving 30 days written notice of such termination to the other Party. Nothing in this MOU shall prevent the Parties from terminating this MOU immediately if there occurs a material breach of the terms and conditions mentioned herein.

Upon completion, termination or expiration of this MOU, Partner will, in addition to any other obligations of Partner on completion, termination or expiration:

- (i) Cease all performance of the completed or terminated Services and furnish and return to Infosys all access of Infosys Springboard;
- (ii) Return to Infosys all copies of any Confidential or Proprietary Information of Infosys related to the completed or terminated Services and cease all use of these materials; Partner shall also certify to Infosys that it has complied with such obligations.

6. EXPENSES

Each Party will bear the costs and expenses of its performance under this MOU, unless agreed otherwise by the Parties in writing.

7. REPRESENTATION AND WARRANTIES

Partner represents and warrants that:

- (i) in the execution of this MOU, Partner shall comply with all applicable laws, regulations and ordinances;
- (ii) Partner shall not subcontract any part of the Services without prior written approval of Infosys;
- (iii) that the Partner Content will not contain any viruses or worms, bugs, disabling devices or any devices that will disrupt, disable, harm, impede or otherwise interfere with the Services of Infosys or allow unauthorized access into Infosys systems or hardware.

Infosys represents and warrants that:

- (i) the Services will be performed consistent with generally accepted industry standards in a professional and workmanlike manner;
- (ii) in the execution of this MOU, Infosys shall comply with all applicable laws, regulations, and ordinances, related to Prevention of Corruption Act, 1988; UK Bribery Act, 2010 and US Foreign Corrupt Practices Act, 1977.

Except as otherwise expressly set forth in this MOU, neither Party makes any warranties, guarantees or representations of any kind, express or implied, including without limitation any implied warranty of merchantability or fitness for a particular purpose.

8. LIMITATION OF LIABILITY

Except for claims/ loss/ damages arising due to breach of Section 2 (Confidential and Proprietary Information) and 9(g) (Non-Hire), and use/ breach of any Intellectual property rights; for claims arising from any willful misconduct, fraud, misrepresentation, and or violation by Partner of any laws, rules, ordinances, or regulations; and any other liability which cannot be excluded under law, Partner shall not be liable to the other Party for damages, whether in contract, tort or otherwise, arising out of or in connection with this MOU. Further, Infosys shall not be liable to the other Party

for damages, whether in contract, tort or otherwise, arising out of or in connection with this MOU. In no event shall either Party be liable for any indirect, special, incidental, consequential, punitive, tort or other damages, however caused, including, without limitation, any damages resulting from loss of use, loss of data, loss of profits or loss of business arising out of or in connection with this MOU, or of any other obligations relating to this MOU, whether or not the Party has been advised of the possibility of such damages.

9. NOTICES

All notices to be given in connection with this MOU shall be effective upon receipt, shall be made in writing and shall be sufficiently given if personally delivered or if sent by courier or other express mail service, postage prepaid, addressed to the party entitled or required to receive such notice at the address for such party as follows:

To Partner:

Attention: Dr. Thirumaleshwara Bhat
Title: Principal
Address: Shri Madhwa Vadiraja Institute of Technology and Management, Vishwothama Nagar, Bantakal Udipi - 574 115

To Infosys:

Infosys Limited

Attention: Mr. Thirumala Arohi
Senior Vice President and Head, Education Training and Assessment
Address: Plot No. 44 & 97A, Electronics City, Hosur Road, Bangalore - 560100, India

With a copy to:

Attention:
Department: Legal Department
Address: Plot No. 44 & 97A, Electronics City, Hosur Road, Bangalore - 560100, India
Phone: +91 80 28520261

Either Party may change such address by notice to the other Party.

10. GENERAL PROVISIONS

- a. **Independent Contractors.** It is expressly understood that Infosys and Partner are contractors independent of one another, and that neither has the authority to bind the other to any third person or otherwise to act in any way as the representative of the other, unless otherwise expressly agreed to in writing signed by both parties hereto.
- b. **Force Majeure.** Each Party shall be excused from any failure to perform or any delay in performing its obligations under this MOU by reasons which arises from causes beyond a Party's reasonable control and not occasioned by its fault or negligence including but not limited to natural disasters, terrorist activities, government sanctions, economic sanctions, trade sanctions, embargo, actions or decrees of governmental bodies, communication line failures not the fault of the affected Party (hereafter referred to as a "Force Majeure Event"). A Party affected by the Force Majeure Event shall notify as soon as practicable the other Party of the occurrence of such event.

- c. **Compliance with Laws.** Each Party will comply with all applicable laws, rules and regulations in its performance of this MOU.
- d. **Assignment.** Neither Party will have the right to assign or otherwise transfer its rights or obligations under this MoU without receiving the express prior written consent of the other Party, such consent not be unreasonably withheld. Notwithstanding the above or any contrary provision contained in this MoU, the Parties shall have the right to assign this MOU, in whole or in part, to any of their affiliates, parents or subsidiaries, or to any successor by way of merger, consolidation or acquisition of a substantial amount of the assets of said corporation or its parent company.
- e. **Dispute Resolution and Arbitration.** In the event of any dispute arising out of or in connection with this MOU, the Parties will attempt in good faith to resolve such dispute through negotiations between them. Where the parties are unable to resolve a dispute by means of negotiation, the dispute shall be finally settled by arbitration conducted in accordance with the rules of the Arbitration & Conciliation Act, 1996 as in effect on the Effective Date of this Agreement. Such disputes will be resolved by a single arbitrator appointed by the parties after mutual agreement. The seat of arbitration will be Bangalore India. The language of the arbitration will be English. Each party will bear its own expenses in the arbitration and will share equally the costs of the arbitration; provided, however, that the arbitrators may, in their discretion, award costs and fees to the prevailing party. Judgment upon the award may be entered in any court having jurisdiction over the award or over the applicable party or its assets.
- f. **Governing Law.** This MOU, and any dispute arising from the relationship between the parties to this MOU, shall be governed by laws of India, excluding any laws that direct the application of another jurisdiction's laws.
- g. **Non-Hire:** Except as otherwise expressly agreed to by the other Party in writing, Partner agrees not to directly or indirectly or through third parties solicit or hire for employment any of other Party's employees involved in the provision of Services under this MOU during the term of this MOU and for a period of one (1) year following its completion or termination.


IN WITNESS WHEREOF, the parties have executed this MOU by their authorized representatives as of the date first written above.

For Infosys Limited

For Partner

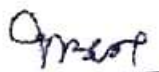
Date : 06.10.2023
 Place : **Bangalore**
 Name : **Mr. Thirumala Arohi**
 Title : **Senior Vice President and Head**

Date : 27.9.2023
 Place : **Udupi**
 Name : **Dr. Thirumaleshwara Bhat**
 Title : **Principal**




 Signature (with seal)

Senior Vice President
 Head-Education, Training & Assessment
INFOSYS LIMITED
 44, Electronics City, Hosur Road
 BANGALORE - 560 100 INDIA



 Signature (with seal)
 Principal

SHRI MADHWA YADIRAJA
INSTITUTE OF TECHNOLOGY & MANAGEMENT
 Vishwathama Nagar, Udupi Dist.
 BANTAKAL - 574 115



 Principal
SHRI MADHWA YADIRAJA
INSTITUTE OF TECHNOLOGY & MANAGEMENT
 Vishwathama Nagar, Udupi Dist.
 BANTAKAL - 574 115

SCHEDULE A

Infosys Springboard

Scope and Details of the Services

Infosys has launched Springboard initiative to accelerate progress on its ESG goal to expand digital re-skilling initiatives to 10 million plus people by 2025. As part of Infosys CSR, Infosys Springboard provides a curriculum-rich virtual platform that delivers corporate-grade learning experiences, on any device, with closer educator-learner collaboration for students from Class 6 to lifelong learners. This, alongside formal education, helps accelerate digital re-skilling for participating learners, ranging from school and college students to professionals and adults.

Infosys Springboard's holistic set of courses, powered by Infosys Wingspan and developed in collaboration with world-leading digital content providers, takes advantage of Infosys' 4 decades of rich experience in employee and broad-based student competency development. It is also fully aligned with India's National Education Policy 2020. The learning program is particularly well-suited to grow vocational skills in addition to soft skills. Master-classes, programming challenges, practice areas and playgrounds for experimentation make the training immersive for all. The assessment formats that follow are new-age ready with certification for learners who pass the virtual proctored examination. As of March 2023, nearly 53 lakhs learners and 2000+ education institutions, NGOs and support groups are already onboard Infosys Springboard.

Infosys Springboard empowers:

- Students to 'learn by doing' and develop holistically in preparation for emerging jobs and career opportunities
- Women with a focused learning micro site, specialized resources and expert mentors for holistic development as planned and scheduled events
- Working professionals with advanced digital skills to prepare them for new age and emerging roles of future
- Teachers to better collaborate with learners on their skilling journey using the platform's engagement features
- NGOs to extend learning benefits more broadly, especially to the underserved sections of society

Infosys Springboard will further amplify ongoing programs like Infosys Campus Connect to deepen industry-academia relationships, Infosys Catch Them Young annual training program in Information Technology for high school students and Aspire and Achieve workshops for aspiring professionals. Infosys Springboard App is now available on both Play Store and App Store.

Following are some of the new learning initiatives and capabilities launched recently.

- Infosys CodersZen, for learning programming languages Java, Python, C#, JavaScript and more.
- Virtual / digital classroom capabilities which can be leveraged by the institutions to conduct their regular online classes
- Video Proctored Exam / Assessments environments which can be used by institutions to conduct online test.



Principal

SHRI MADHVA VADIRAJA
INSTITUTE OF TECHNOLOGY & MANAGEMENT
Vishveshwarayanagar, Bangalore
BANGALORE - 560025

All of the above features including Telemetry, customized microsite, Virtual Digital Classrooms and Video proctored Exam environments are available for institutions to leverage.

College students have access to quality content in professional programming, Playgrounds for all emerging technologies, domain skills and project management skills from leading content providers in the world. They also have access to certification programs which will improve their employability.

The Parties will work together to develop a plan for performing the Services contemplated under this MOU. The plan may include, among other things, conducting joint branding and marketing calls, joint presentations, developing branding and development proposals, determining user interface strategy and user needs.



Principal

SHRI MADHWA VADIRAJA
INSTITUTE OF TECHNOLOGY & MANAGEMENT
Vishwothara Nagar, Udipi Dist.
BANTARGAL - 574 115

SCHEDULE B

Faculty Enablement Program

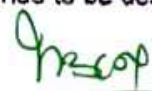
Human capital has been amplified through focus on Work, Workplace, and Workforce. Through Infosys Springboard, we attempt to share with you the Infosys way of building a Culture of Lifelong Learning over the years, our trials and experiments, our learning and progress. It covers Learning Experience, an introduction to Learning Platforms, and the way features work their magic along with advanced telemetry. Infosys has clarity of vision and strategy for future of learning and adoptions of technology in learning.

The next generation of learning will require entire ecosystems to come together – from governments and institutions to enterprises and technology partners to managers and employees. At Infosys, we are focused on bringing these moving parts together to truly impact the way we up-skill and learn. We are making the world future-ready, and the Infosys Springboard is a step in that direction.

At Infosys, we believe in lifelong learning for our employees, and competency development continues to be a key area of strategic focus for us. The formal Education and Training Division was set up more than three decades ago and has been at the forefront of driving employee learning and development programs using a combination of innovative technology, content, and deep expertise of our people.

Today with emerging technologies, new delivery models, changing talent demographics, geopolitical challenges, and now the COVID-19 situation and its aftermath are some of the forces disrupting and changing the talent needs of every industry. In this context, following are the core principles that have guided us in our talent transformation journey. We believe same thing is applicable for educational institutes at large

1. **Motivating to learn:** To be successful in driving this transformation, we had to ensure all barriers to learning are removed. This would ensure learners are able to access resources anytime, anywhere, and on any device – thereby taking complete control of how they want to manage their learning journey.
2. **Leveraging the Teacher-Student relationship:** For learning efforts to be effective, we saw a need for creating an active role for teachers in supporting and guiding their students in their learning journeys.
3. **Just-in-time Learning:** Trends indicated that people prefer to learn on the go, at their convenience, and just-in-time of the need. For this to happen, content had to be organized in micro-learning modules and thus meet the needs of different personas within the institution.
4. **Learning experience:** Most learners are used to digital experiences on platforms like Netflix, Amazon Prime shopping, YouTube, etc. Digital learning solutions that we set out to develop also had to be designed to provide such experiences.
5. **Ready for the future while delivering excellence today:** The Agile ways of working marked by shorter and continuous release cycles meant that there is a need to balance today's challenges with tomorrow's opportunities. Learning programs and courses had to be designed to meet these needs.



Principal

SHRI MADHWA VADIRAJA
INSTITUTE OF TECHNOLOGY & MANAGEMENT

Vishwathama, Mysore, Karnataka

BAE 1000000000

Teachers and educators play a pivotal role in enabling and preparing the students for their career aspirations. Infosys Springboard will make this process efficient and intuitive.

Professors and faculty members of Partner can make use of Infosys's expertise and Springboard platform as follows to amplify the impact:

- The faculty development program will consist of series of sessions on the following aspects
 - "Facilitate to Engage" course towards effective teaching techniques.
 - Instructional design and content creation.
 - Introduction and awareness to emerging and digital technologies
 - How to leverage online platform for effective learner engagement
 - Authoring courses and assessments on online platforms.
- The program will be delivered online virtually by Infosys experts.
- In addition, faculty can up-skill themselves and learn new skills through the courses available on Springboard platform.
- Faculty can conduct Virtual classes on the platform and conduct online assessments for their students.
- Faculty can use the courses available on springboard for including in the curriculum and as elective subjects
- Faculty can create Microsites for their respective institutions and curate prescriptive content for their students.
- Faculty can create their own profile and learning reference materials and discussion forum through knowledge board feature.



Principal

SHRI MADHWA VADIRAJA
INSTITUTE OF TECHNOLOGY & MANAGEMENT
Vishwethendri Nagar, Udupi Dist.
KARNATAKA 575013

SCHEDULE C

PRIVACY & DATA PROTECTION AGREEMENT On the Processing of Personal Information/Data by Contract ("Data Processing Agreement"/ "DPA")

By and Between

Infosys Limited (and their subsidiaries, parent, and affiliates) with its registered office at Plot No. 44 & 97A, Electronics City, Hosur Road, Bangalore-560100, India (hereinafter "**Infosys**")

And

Shri Madhwa Vadiraja Institute of Technology and Management (and their subsidiaries, parent, and affiliates) with its registered office at Vishwathama Nagar, Bantakal Udupi - 574 115 (hereinafter "**Partner**")

1. Definitions:

- i. **'Personal Data/information'** (hereinafter "PI/ PII") shall mean any information/data relating to an identified or identifiable natural person ('data subject'). For the purpose of this definition, PI may also include Sensitive Personal Information, as per Applicable Privacy Laws, including without limited to (i) a first name, last name, gender or initials; (ii) a home or other physical address, including street name and name of city or town; (iii) an email address or other online contact information; (iv) a telephone number etc. Additionally, to the extent any other information is associated or combined with PI, then such information also will be considered PI. PI may as well include information relating to legal entities, if so, required by the applicable law.
- ii. **'Applicable Privacy Laws'** refers to all laws, rules, regulations and standards that are designed to protect the privacy rights or privacy expectations of the Parties (the term includes all subsidiaries and affiliates of the Parties), their employees, clients and client - customers and any other third-party vendors.
- iii. **'Data Controller'** or **'Controller'** means the entity that determines the purposes and means of Processing of Personal Data, either alone or jointly with another entity.
- iv. **'Data Subject'** means any individual whose Personal Information is collected, used and/or processed under this DPA (Data Processing Agreement) for the purpose(s) as mentioned in MoU of the Parties. Explanation: list includes employees, clients, client customers, agents, contractors.
- v. **'Technical and Organizational Security Measures'** means those measures aimed at protecting personal data against accidental or unlawful destruction or accidental loss, alteration, unauthorized disclosure or access, in particular where the processing involves the transmission of data over a network, and against all other unlawful forms of processing.
- vi. **'Personal Data Breach'** means a breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or access to, Personal Data transmitted, stored or otherwise processed.
- vii. **'Processing'** or any other derivative thereof, means any operation or set of operations performed upon PI, whether or not by automatic means, such as collection, recording, organization, structuring, storage, adaptation or alteration, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, blocking, erasure or destruction.



Principal

SHRI MADHWA VADIRAJA
INSTITUTE OF TECHNOLOGY & MANAGEMENT
Vishwathama Nagar, Udupi Dist.
BANTAKAL - 574 115

2. Processing of Personal Data:

- i. The parties agree that in connection with the main service agreement (hereinafter "Agreement"), Partner and Infosys shall each act as a independent data controller with regard to use and processing of personal information for the purposes contemplated by the Agreement. The Parties shall each comply with Applicable Privacy Laws directly applicable to their respective use of each other's Personal Information, relating to the collection, use, processing, protection or disclosure of Personal Information, in the course of carrying out their respective obligations under this Agreement. Both Parties agree to negotiate in good faith to amend the DPA and the Agreement as necessary to address changes to Applicable Privacy Laws.
- ii. If Partner directly collects Personal Information from the data subjects and provides Infosys with Personal Information under this Agreement, Partner agrees, to provide all relevant notices through their affiliates and obtain any consent required, to share the information with Infosys and such notices and consents must sufficiently inform data subjects of the purposes for which personal information is collected. Infosys also agrees to make provisions on the Springboard so as to obtain requisite consent from each user.
- iii. Infosys agrees in respect of any such PI supplied to it by Partner that it shall: (a) only act as necessary for the purpose of rendering services warranted, (b) regarding the processing of such PI under this Agreement it shall ensure that appropriate Technical and Organizational Security Measures shall be taken against unauthorized or unlawful processing of PI and against accidental loss or destruction of, or damage to, the Personal Data, and (c) comply with any reasonable request made by Partner to ensure compliance with the measures contained in this Section. Infosys will not process, or refrain from processing, and act in a manner that puts Partner in breach under the Applicable Privacy Laws.
- iv. Nothing in this Agreement shall be deemed to prevent the Parties from taking steps it reasonably deems necessary to comply with the Applicable Privacy Laws.
- v. For the purposes of this DPA, "Applicable Privacy Laws" means all laws, codes, statutes, rules and regulations with which each Party is legally obliged to comply during the term of this Agreement.
- vi. Partner by signing this DPA agreement agrees /provide their consent for any transfer of PII outside India or to any third party for the purpose of the Services contemplated under this MOU.


The undersigned represent that they are duly authorized representatives of the parties and have full authority to bind the parties.

For Infosys Limited

For Partner

Date : 06.10.2023
Place : **Bangalore**
Name : **Mr. Thirumala Arohi**
Title : **Senior Vice President and Head**

Date : 27.9.2023
Place : Udupi
Name : Dr Thirumaleshwara Bhat
Title : Principal

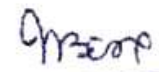

Signature (with seal)

Senior Vice President
Head-Education, Training & Assessment
INFOSYS LIMITED
44, Electronics City, Hosur Road
BANGALORE - 560 100 INDIA

Page 13 of 14



Principal
SHRI MADHWA VADRAJA
INSTITUTE OF TECHNOLOGY & MANAGEMENT
Vishwothama Nagar, Udupi Dist.
BANTAKAL - 574 115


Signature (with seal)
Principal

SHRI MADHWA VADRAJA
INSTITUTE OF TECHNOLOGY & MANAGEMENT
Vishwothama Nagar, Udupi Dist.
BANTAKAL - 574 115

SCHEDULE D

Logos

Infosys | Springboard



Principal

SHRI MADHVA VADIRAJA
INSTITUTE OF TECHNOLOGY & MANAGEMENT
Vishwaniwasa Nagar, Oduppi Diol.,
UKHARACHAL, 576 115

MEMORANDUM OF UNDERSTANDING

This **MEMORANDUM OF UNDERSTANDING** (hereinafter referred to as "**MOU**") is executed on this **15th day of February 2023** by and between:

SHRI MADHWA VADIRAJA INSTITUTE OF TECHNOLOGY AND MANAGEMENT, an educational institution affiliated to the Visvesvaraya Technological University, having its registered office at Vishwothama Nagar, Bantakal – 574115, Karnataka (hereinafter referred to as "**SMVITM**")

AND

MANIPAL ACADEMY OF HIGHER EDUCATION, a deemed to be university under Section 3 of the UGC Act, 1956, having its registered office at Madhav Nagar, Manipal – 576 104, on behalf of its constituent unit, **MANIPAL SCHOOL OF INFORMATION SCIENCES (MSIS)**, (hereinafter collectively referred to as "**MAHE**")


Each shall hereinafter be individually referred to as "**PARTY**" and collectively as "**PARTIES**".

WHEREAS, the Parties recognize their strengths in research and education in one or more disciplines of science engineering, management and social sciences, and their mutual interest in engaging themselves in academic cooperation.

NOW THEREFORE, the Parties agree to establish a programme for academic cooperation in the areas of mutual interest, and in accordance with the following terms and condition:

I. OBJECTIVES:

- 1.1. The goal is to foster collaboration, provide opportunity for global experience, and to facilitate advancement of knowledge on the basis of reciprocity, best effort, mutual benefit, and frequent interactions. SMVITM and MAHE hereby agree to:
- jointly organize short-term continuing education programs on topics of mutual interest and to invite each other's faculty and students to participate therein.
 - jointly organize seminars, conferences, or workshops on topics of mutual interest and to invite each other's faculty to participate therein.
 - jointly propose and engage in research or training programs sponsored by funding agencies, and to invite each other's faculty to participate therein.
 - assist final year and pre-final year student in their internship project work


Principal
SHRI MADHWA VADIRAJA
INSTITUTE OF TECHNOLOGY & MANAGEMENT
Vishwothama Nagar, Udupi Dist.
KARNATAKA - 574 115



1.2. SMVITM and MAHE further agree that detailed terms and conditions that guide each activity identified above will be separately determined and agreed upon by the Parties. These terms shall include a technical description of the proposed activity, financial arrangements, and person(s) responsible for its implementation, etc.

2. FINANCIAL ARRANGEMENTS:

Both Parties understand that all financial arrangements between the Parties under this MoU have to be further negotiated and mutually agreed, and shall depend on the availability of funds. Either Party may seek financing of joint activities from internal and external sources available to them.

3. GENERAL COORDINATORS:

Each Party shall designate an administrative office to oversee and facilitate the implementation of any agreements arising out of this MoU. These offices are:

For SMVITM

Dr. Thirumaleshwara Bhat
Principal
Shri Madhwa Vadiraja Institute of
Technology and Management,
Vishwothama Nagar, Bantakal - 574115

For MAHE

Dr. Keerthana Prasad,
Professor & Director,
Manipal School of Information Sciences,
MAHE, Manipal - 576 104

4. LIABILITY:

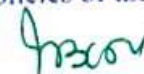
Neither Party shall have any liability to the other Party hereunder this MoU.

5. LEGAL RELATIONSHIP:

This MoU shall be construed as a statement of purpose to promote a genuine and mutually beneficial collaboration between the institutions. Nothing in this MoU shall create any legal relationship between the institutions.

6. INTELLECTUAL PROPERTY:

SMVITM and MAHE agree to respect each other's rights to intellectual property. Further, the intellectual property rights that arise as a result of any collaborative research or activity under this MoU will be worked out on a case-by-case basis, and will be consistent with the officially laid down IPR policies of the Parties.



Principal

SHRI MADHWA VADIRAJA
INSTITUTE OF TECHNOLOGY & MANAGEMENT
Vishwothama Nagar, Bantakal - 574115



7. **COMMENCEMENT, RENEWAL, TERMINATION:**

This MoU will be effective from the date of the last signature hereto and shall remain in force for a time period of 3 (three) years, with a possibility for renewal at the end of the period, subject to the Parties written agreement. Either Party may terminate this MoU by giving 1 (one) months' notice in writing to the other Party.

This MoU has been drawn up in two (2) original copies in the English language, each Party receiving one duly signed copy hereof.

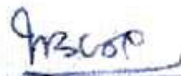
IN WITNESS WHEREOF, the Parties have set their hands hereto on the day and the year first herein above written under their respective seal of office.

Signed for an on behalf of:

SHRI MADHVA VADIRAJA INSTITUTE OF TECHNOLOGY AND MANAGEMENT

Signed for an on behalf of:

MANIPAL ACADEMY OF HIGHER EDUCATION,



Name: Dr. Thirumaleshwara Bhat
Principal

Designation: SHRI MADHVA VADIRAJA
INSTITUTE OF TECHNOLOGY & MANAGEMENT
BANTAKAL - 574 115
UDUPI DIST., KARNATAKA

Signed for an on behalf of **MANIPAL SCHOOL OF INFORMATION SCIENCES:**



Name: Dr. Keerthana Prasad

Designation: Professor & Director



Name: Dr. P. Giridhar Kini

Designation: Registrar



Principal

SHRI MADHVA VADIRAJA
INSTITUTE OF TECHNOLOGY & MANAGEMENT
Vishwethama Nagar Udupi Dist.
BANTAKAL - 574 115

Memorandum of Understanding

Between

Alar Innovations Pvt. Ltd. and Shri Madhwa Vadiraja Institute of Technology, Bantakal

This agreement of cooperation is entered into on 1st Sept 2023 by and between

Alar Innovations Pvt. Ltd.

A company having its corporate office at 19/10, Near Petrol Pump, Alvekodi, Kumta – 581343

And

**Department of Electronics and Communication Engineering Shri
Madhwa Vadiraja Institute of Technology, Bantakal – 574115**

1. Recitals:

- i. Alar Innovations Pvt. Ltd. is in the business of IOT and Medical Electronics.
- ii. Shri Madhwa Vadiraja Institute of Technology and Management(SMVITM) is affiliated to VTU

The parties have executed an agreement of cooperation on 1st Aug 2023 and by common consent have agreed to terminate with effect from 1st Aug 2024.

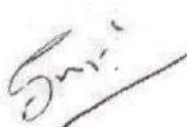
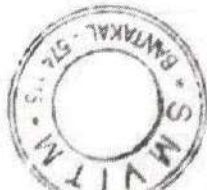
- i. This agreement shall come into force with immediate effect for the purpose of exploring the areas of cooperation benefiting both Alar Innovations Pvt. Ltd. and SMVITM.
- ii. The agreement shall terminate on 1st Aug 2024 by common consent, upon which the areas of cooperation, as set out under the said agreement, shall forthwith cease and all other duties, obligations, or rights of the parties under the said agreement shall terminate without prejudice. To the rights accrued and obligations incurred by the parties till the date of termination, which shall remain unaffected.


2. Description of the participating department:

Department of ECE offers a four year B.E program in Electronics and Communication.

3. Area of cooperation under the agreement:

1. Alar Innovations Pvt. Ltd. shall depute its employees to conduct special lectures in the emerging areas of EC & IT to the Dept. of ECE, SMVITM.


Principal
SHRI MADHWA VADIRAJA

For ALAR INNOVATIONS PVT. LTD.

Director

2. Faculties of Dept. of ECE, SMVITM, and Alar Innovations Pvt. Ltd. employees shall jointly publish research papers in National and International Journals and Conferences.
3. Alar Innovations Pvt. Ltd. can help in designing the ECE curriculum as per industry needs.
4. Dept. of ECE, SMVITM, and Alar Innovations Pvt. Ltd. jointly organize/conduct student and faculty workshops/seminars/FDPs.
5. Alar Innovations Pvt. Ltd. shall help the students of the Dept. of ECE, SMVITM to undertake project Works, Internships, etc.
 - 1) Internship, where the students need to undergo a fixed duration of the training period and can work with limited guidance without affecting the company's business, is offered to students after they pass the rounds of technical interviews.

4. Product Rights:

The ownership of any product, proprietary information, processes, and utilities including any Alar Innovations Pvt. Ltd. proprietary products shall always remain with Alar Innovations Pvt. Ltd.

5. **Confidentiality:** Each party shall maintain complete confidentiality of any information of the other, disclosed during the term of this Agreement either directly or indirectly in any form whatsoever.

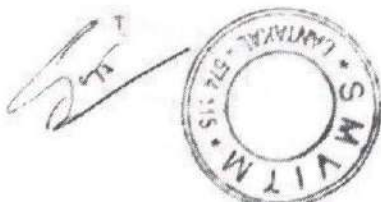
6. Neither this Agreement nor any activities described herein, shall be construed as creating a partnership, joint venture, agency, or other such relationship. Both parties agree that this Agreement represents a nonexclusive relationship between the parties, and nothing contained herein shall preclude either party from participating/initiating a similar relationship with third parties.

7. Neither party shall issue any press release, public announcement, or other such disclosure concerning this agreement without the other party's prior written consent as to such release or announcement.

8. This agreement may not be amended without the prior written consent of both parties. This agreement shall be effective for one year from August 2023. This agreement can be renewed based on mutual convenience.

9. **Termination:** Either party can cancel or terminate this Agreement unilaterally (and without reason), by giving an advance written notice of two months to the other.

10. **Notices:** All notices, requests, demands, and other communications under this agreement or in connection herewith shall be given to or made upon the respective parties as follows:



Prasop
Principal
SHRI MATHA VADIRAJA
INSTITUTE OF TECHNOLOGY & MANAGEMENT
Vishwathama Nagar, Udipi Dist.
BANTAKAL - 574 115

for ALAR INNOVATIONS PVT. LTD.
Sachin
Director

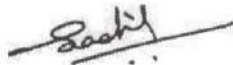
To: Alar Innovations Pvt. Ltd.
Alvekodi, Kumta - 581343

To: The Principal
Shri Madhwa Vadiraja Institute of Technology and Management
Bantakal - 574115
Udupi Dt., Karnataka

11. All notices, requests, demands, and other communications given or made in accordance with the provisions of this agreement shall be in writing by letter, fax, or email.

12. **Indemnity:** Each of the parties shall defend indemnity and hold the other party harmless from and against any claim, liability, loss costs, or expenses arising out of or resulting from the material breach of the provision therein.

IN WITNESS WHEREOF THE parties have set their hands here to on the day and the year first herein above written under their respective seal of office.



Authorized Signatory

ALAR INNOVATIONS PVT. LTD

Alar Innovations Pvt. Ltd.

Kumta - 581343



Authorized Signatory

SMVITM

Bantakal - 574115



Dept of E&C Engg.

SMVITM, BANTAKAL - 574 115



Principal

SHRI MADHWA VADIRAJA
INSTITUTE OF TECHNOLOGY & MANAGEMENT
Vishwothama Nagar Udupi Dist.
BANTAKAL - 574 115



MEMORANDUM OF UNDERSTANDING

BETWEEN

DEPARTMENT OF ELECTRONICS AND COMMUNICATION ENGINEERING OF
SHRI MADHWA VADIRAJA INSTITUTE OF TECHNOLOGY AND
MANAGEMENT

AND

LOAD CONTROLS INDIA PVT. LTD.

This Agreement made and entered into on this **1st August, 2023** between Department of Electronics and Communication Engineering of Shri Madhwa Vadiraja Institute of Technology and Management, Bantakal, Udupi-574115 (hereinafter called "SMVITM") and Load Controls India Pvt. Ltd. (hereinafter called "LOAD CONTROLS" which expression shall include its successors and permitted assignees) with its registered office at Bengaluru-560116.

1. OBJECTIVES OF THE MOU

The objective of this Memorandum of Understanding is:

- a. To promote interaction between SMVITM and LOAD CONTROLS in mutually beneficial areas.
- b. To provide a formal basis for initiating interaction between SMVITM and LOAD CONTROLS.

2. PROPOSED MODES OF COLLABORATION

SMVITM and LOAD CONTROLS propose to collaborate through Industry Internship program

3. AGREEMENTS FOR INTERNSHIP COLLABORATION

Internship undertaken by the SMVITM, the treatment of intellectual property and data rights, including patents, industrial design registration, copyrights and all other proprietary information (including innovations not patented, designs not registered etc.) will be remains to the original inventors and in the college name.

4. CONFIDENTIALITY

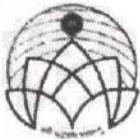
- a. During and for a period of one year from the date of disclosure, each party agrees to consider as confidential all information disclosed by the other party in written or tangible form or, if orally disclosed confirmed in writing within thirty days of disclosure and identified as confidential by the disclosing party.
- b. The obligations above shall not extend to any confidential information for which the receiving party can prove that this information:
 - is in the public domain at the time of disclosure or comes within the public domain without fault of the receiving party.
 - is already known or become known to the receiving party



[Signature]
Head
Dept of E&C Engg.
SMVITM, BANTAKAL - 574 115

[Signature]
Principal
SHRI MADHWA VADIRAJA





SMVITM



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- is received from a third party having no obligations of confidentiality to the disclosing party,
- is independently developed by the receiving party; or
- is required to be disclosed by law or court order.

5. NON-EXCLUSIVITY

The relationship of the parties under this MOU shall be nonexclusive and both parties, including their affiliates, subsidiaries and divisions, are free to pursue other agreements or collaborations of any kind. However, when entering into a particular internship agreement, the participants may agree to limit each party's right to collaborate with others on that subject.

6. TERMS AND TERMINATION

This MOU, unless extended by mutual written agreement of the parties, shall expire **1 year** after the effective date specified in the opening paragraph. This MOU may be amended or terminated earlier by mutual written agreement of the parties at any time. Either party shall have the right to unilaterally terminate this MOU upon 60 days prior written notice to the other party. However, no such early termination of this MOU, whether mutual or unilateral, shall affect the obligations of the participants under any Research Agreement, Confidentiality clause as referenced in clause 6 above, or any other agreement entered into pursuant to this MOU, which obligations shall survive any such termination.

7. RELATIONSHIP

Nothing in this MOU shall be construed to make party a partner, an agent or legal representative of the other for any purpose.

- (a) **Internship:** College will short list candidates for internships based on their performance and willingness.

8. ASSIGNMENT

It is understood by the Parties herein this MOU is based on the professional competence and expertise of each party and hence neither Party shall transfer or assign this Agreement, or rights or obligations arising hereunder, either wholly or in part, to any third party.

9. SIGNED IN DUPLICATE

This MOU is executed in duplicate with each copy being an official version of the Agreement and having equal legal validity.

BY SIGNING BELOW, the parties, acting by their duly authorized officers, have caused this Memorandum of Understanding to be executed, effective as of the day and year first above written.

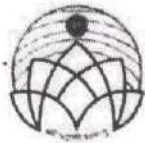

Head
Dept of E&C Engg.
SMVITM, BANTAKAL - 574 115




Principal

SHRI MADHWA VADIRAJA
INSTITUTE OF TECHNOLOGY & MANAGEMENT
Vishwanthapur, Bangalore





SMVITM



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On behalf of

SHRI MADHWA VADIRAJA INSTITUTE
OF TECHNOLOGY AND MANAGEMENT
BANTAKAL, UDUPI

By : *[Signature]* Head
Name : Dr. Guruprasad Dept of E&C Engg.
SMVITM, BANTAKAL - 574 115
Title : Assoc.Prof & Head - Dept. of ECE
Date : 01-08-2023

Witness:

1. *Chelan R*
- 2.

on behalf of

LOAD CONTROLS PVT. LTD,
BENGALURU

By : *[Signature]*
Name : Mr.S Suresh
Title : Chief Executive office
Date : 01-08-2023

Witness:

1. *Chandashetkar*
- 2.



[Signature]

Principal

SHRI MADHWA VADIRAJA
INSTITUTE OF TECHNOLOGY & MANAGEMENT
Vishwethama Nagar Udupi Dist.
BANTAKAL - 574 115

MEMORANDUM OF UNDERSTANDING (MoU)

BETWEEN

Shri Madhwa Vadiraja Institute of Technology & Management
AND
Mangalore Infotech Solutions Pvt. Ltd

This Memorandum of Understanding (hereinafter called as the 'MoU') is entered into on this the 21st day of March 2023 by and between

Shri Madhwa Vadiraja Institute of Technology & Management, the First Party represented herein by its Principal Dr. Thirumaleshwara Bhat and **Mangalore Infotech Solutions Pvt. Ltd** the Second party, and represented herein by its Director, CEO Mr. Prashanth Shenoy Katpady

WHEREAS:

- A) First Party is a Higher Educational Institution named: **Shri Madhwa Vadiraja Institute of Technology & Management**.
- B) First Party & Second Party believe that collaboration and co-operation between themselves will promote more effective use of each of their resources, and provide each of them with enhanced opportunities.
- C) The Parties intent to cooperate and focus their efforts on cooperation within area of Skill Based Training, Education, Placement, Industrial Visit, Expert Lecture.
- D) **Mangalore Infotech Solutions Pvt. Ltd**, - the Second Party is engaged in providing software development services.

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

CLAUSE 1

CO-OPERATION

- 1.1 Both Parties are united by common interests and objectives, and they shall establish co-operation.
- 1.2 First Party and Second Party co-operation will facilitate effective utilization of the intellectual capabilities.
- 1.3 The parties shall co-operate with each other and shall as promptly as is responsibly practical, relevant agreement.

CLAUSE 2

SCOPE OF THE MoU

2.1 Industrial Training & Visits: Industry and Institution interaction will provide an insight into the latest developments / requirements of the industries; the Second Party to permit the Faculty and Students of the First Party to visit its group companies and also involve in Industrial Training Programs for the First Party. This will provide confidence & smooth transition for students work. Also the Second party may register on the AICTE Internship Portal for the benefit of students.

2.2 Guest Lectures: Second Party to extend the necessary support to deliver guest lecturers to the students of the First Party on the technology trends and in house requirements.

2.3 Placement of trained students: Second party will actively engage to help the delivery of the training and placement of the students of the first party on the technology trends and in house requirements.

2.4 There is no financial commitment on the part of the **Shri Madhwa Vadiraja Institute of Technology & Management**, the first party to take up any program mentioned in the MoU. If there is any financial consideration, it will be dealt separately.

2.5 Both Parties to obtain all internal approvals, consents, permissions, and licenses of whatsoever nature required.

CLAUSE 3

VALIDITY

3.1 This Agreement will be valid until it is expressly terminated by either Party on mutually agreed terms, during which period, the Second Part.

CLAUSE 4

RELATIONSHIP BETWEEN THE PARTIES

5.1 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.

First Party

Mene
21/02/2023

Dr. Thirumaleshwara Bhat
Principal
Shri madhwa vadiraja Institute of Technology
Bantakal
SHRI MADHWA VADIRAJA
INSTITUTE OF TECHNOLOGY & MANAGEMENT
Vishwothama Nagar, Udupi Dist.
BANTAKAL - 574 115

K. Prashanth Shenoy
Second Party
MANGLORE INFOTECH SOLUTIONS PVT. LTD.
Mr. Prashanth Shenoy
CEO
Mangalore Infotechsolution Pvt. Ltd

Witness

Arscop
Principal

SHRI MADHWA VADIRAJA
INSTITUTE OF TECHNOLOGY & MANAGEMENT
Vishwothama Nagar Udupi Dist.
BANTAKAL - 574 115

K. Jamera Bhat
21/03/2023
Witness

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding made and entered on 8th of November 2022, between

**Seventh Sense People Development Solutions Pvt Ltd,
Bengaluru.**

AND

**Shri Madhwa Vadiraja Institute of Technology &
Management,
Udupi.**

Whereas

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

Shri Madhwa Vadiraja Institute of Technology & Management, Udupi is engaged in providing education to the students in the capacity of an educational institution - Second Party

Seventh Sense People Development Solutions Pvt Ltd and Shri Madhwa Vadiraja Institute of Technology & Management, Udupi 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.

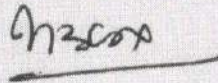
Now this Memorandum of Understanding witnessed that in consideration of the mutual covenant contained herein, the parties have agreed as follows:

Period of Memorandum of Understanding:

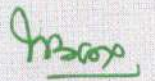
This Memorandum of Understanding is valid for a period of 36 months from the date it is signed by authorized representatives from both the parties.

Statement of mutual intention:

First Party and Second Party hereby confirm their mutual intention to work together and cooperate with each other







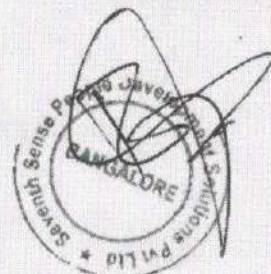
Principal
SHRI MADHWA VADIRAJA
INSTITUTE OF TECHNOLOGY & MANAGEMENT
Vishwothama Nagar, Udupi Dist
BANTAKAL - 574 115

▪ Please find below the details of training per year

Batch	Course	Number of hours	Value Additions	Pricing per student (Excl of GST)
2025	Campus Recruitment Training (Aptitude + IT Technical Training + Company Simulations + Domain Specific Training)	170	* Weekly Assessments * Employability Tests * Place Sense	7000/-
2026	Campus Recruitment Training (Aptitude + IT Technical Training + Company Simulations + Domain Specific Training)	170	* Weekly Assessments * Employability Tests * Place Sense	7000/-
2027	Campus Recruitment Training (Aptitude + IT Technical Training + Company Simulations + Domain Specific Training)	170	* Weekly Assessments * Employability Tests * Place Sense	7000/-

- The above mentioned price is exclusive of GST (18%)
- The full professional fees for the training should be paid as and when the training completes (within 10 days).
- First Party has agreed for a price freeze i.e. no increase in the prices for 3 years (36 months) unless the Second Party opts for a new or additional service extended by the First Party.
- This MOU will be made void if there is deficiency found in the service offered by the First Party. However Second Party should produce appropriate documents to prove the same & Second Party to give 1 months' time to the First Party to rectify and improve.

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Principal

- The timetable will be created as per mutual convenience of both the parties (6 hours per resource person of the First Party for everyday he/she is engaged by the Second Party).
- First Party will provide the complete report & feedback of the training & on the student's performance during the training.
- Second Party will provide Classrooms, Projectors, AV Systems & White/Black boards to conduct the training.
- 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.
- First Party will provide all the students with the printed book materials.
- Online learning and assessments will be provided complimentary to the Second party by the First Party
- Prior information should 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.
- Seventh Sense via **"Place Sense"** would provide assured 50 placement opportunities through its partner and affiliated companies to all the students when they graduate to Final year of Engineering. This service is also extended to 2023 & 2024 Batch students of SMVITM as complimentary
- The deliverables are as mentioned below:
 - Minimum of 50 placement opportunities for every student
 - Placement Assistance for 18 months (till 30th of December)
 - Minimum of Rs 3 LPA to a maximum of Rs 26 LPA starting salaries
 - No BPOs, no tech support opportunities (Even if extended will not be considered in the 50 opportunities)
 - Opportunities in top MNCs such as Flipkart, VMware, Oracle, Procter and Gamble, Cerner, ACE Designers, Schindler Electric, Shobha Developers, Ambuja Cements etc..
 - Special opportunities in select companies for students as per their branch of study
 - Company specific live training/Courses/Videos for the opportunities including videos and mock papers
 - All openings are full time, paid and with the client (no paid training, no free

[Handwritten Signature]



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Principal

SHRI MADHWA VADIRAJA
INSTITUTE OF TECHNOLOGY & MANAGEMENT
Vishwathama Nagar, Udipi Dist.
BANTAKAL - 574 115



employment, no third party etc)
 In addition the students of CEC will get company specific LIVE training FREE for:
 • TCS, • Infosys, • CTS, • Wipro, • Accenture, • IBM, • CapGemini, • NTT Data, •
 Hexaware &
 • Persistent Systems

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

FIRST PARTY

**Seventh Sense People
 Development Solutions
 Private Limited
 Bangaluru.**

Name: RAJEEV
 Designation: VICE
 Date: 08/11/22



SECOND PARTY

**Shri Madhwa Vadiraja Institute of
 Technology & Management
 Udupi**

Prof. Dr. Thirumaleshwara Bhat
 Principal
 SHRI MADHWA VADIRAJA
 INSTITUTE OF TECHNOLOGY & MANAGEMENT
 BANTAKAL
 UDUPI DIST., KARNATAKA

Name:
 Designation:
 Date: 08.11.2022

Arscop

Principal

SHRI MADHWA VADIRAJA
 INSTITUTE OF TECHNOLOGY & MANAGEMENT
 Vishwothama Nagar Udupi Dist.
 BANTAKAL - 574 115