

MEMORANDUM OF UNDERSTANDING BETWEEN
GREAT LAKES E-LEARNING SERVICES PVT. LTD.

AND

Shri Madhwa Vadiraja Institute of Technology and Management

THIS MEMORANDUM OF UNDERSTANDING (the "Agreement") is made this 18th day of January, 2021 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 Shri Madhwa Vadiraja Institute of Technology and Management, an educational institute set up in India and having its registered office at Vishwothama Nagar, Bantakal, Karnataka 574115. (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, Olympos Digital Campus (hereinafter "Platform") to create a seamless student, faculty and Administration (hereinafter "Users") 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 and its students. These 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 the 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-sublicenable license to use the Institute's trademarks solely in connection with marketing, promotion and sale of its Courses and Platform.
- Make timely payments for the services rendered under this MoU.

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.

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


Principal
SHRI MADHWA VADIRAJA
INSTITUTE OF TECHNOLOGY AND MANAGEMENT
Vishwothama Nagar, Bantakal, Dist.
BANTAKAL - 574115

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.

VIII. COMMERCIALS

1. Job Readiness Program: INR 10000 + GST per college
2. Faculty Development Program: INR 2000 + GST per Faculty per Course.

Validity: 06 months for both the Program

Platform Utilisation: Maximum no of students can be on boarded within the respective college.

Authorized Signing Authority:

GREAT LEARNING



Name: Arjun Nair

Title: Co-Founder

Shri Madhwa Vadiraja Institute of Technology and Management

Vishwothama Nagar, Bantakal, Karnataka 574115

Name: DR. PROF THIRUMALESHWARA BHAT

Title: PRINCIPAL

Date: 08 Feb 2021


Principal

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



Principal

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

MEMORANDUM OF UNDERSTANDING

BETWEEN

**SHRI MADHWA VADIRAJA INSTITUTE OF TECHNOLOGY
& MANAGEMENT (SMVITM)
BANTAKAL**



SMVITM

AND

AGRIMA

Roof & Façade Systems

BENGALURU



Prasanna

President

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



This MEMORANDUM OF UNDERSTANDING (MOU) is made between

1. Shri Madhwa Vadiraja Institute of Technology and Management (SMVITM), a unit of Shri Sode Vadiraja Mutt Education Trust @, an entity incorporated under the laws of India and having its principal place of activity at Vishwothama Nagar, Bantakal, Udupi District, India 574 115, represented by the Principal, Prof. Dr. Thirumaleshwara Bhat and
2. Agrima, Roof & Façade Systems, an entity incorporated under the laws of India and having its principal place of business at #40, 2nd Main N R Colony, Near APS College, Bangalore, India 560 019, represented by its Proprietor, Mr. B Govind Ramesh

WHEREAS

- A. SMVITM is a specialist in providing value-added, holistic engineering education to students at affordable costs, in conducive academic ambience, leading to personality development and intellectual growth
- B. Agrima is a trusted service provider for steel structures. Palram & Kalzip roof and façade solutions across India. Kalzip Building System include, Kalzip standing seam roofing system, nature roof, and façade solutions.

DELIVERABLES

By signing this MOU, SMVITM and Agrima, Roof & Façade Systems agree to work jointly in the following areas:

1. Training the students through collaborative learning and identifying their communication skills and also giving weightage for hobbies.
2. Arranging technical / guest lectures in the specialized subjects of Civil Engineering
3. Help in organizing industrial visits for the students
4. Internship and Project works for the selected students
5. Assisting in Placement of the Students.

With mutual acceptance and within the rules and regulations of the participating institutes.

Short duration Workshop/Field Visit to Faculty: This is a short duration (2-3 days) workshop for the teaching / non-teaching staff of SMVITM, to be held at the college

Principal

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

premises/site. This training will bridge the gap between academic syllabus & actual field situation and also to know latest advancement in steel structure.

The detailed information of the above Training / Workshops will be formulated as and when the activities are planned to be organized.

PRICES AND PAYMENTS

By signing this MOU, SMVITM has no obligation to make payments to Agrima, Roof & Façade Systems or vice versa. However, the Training and Workshop programs listed above may not be free of charge. Agrima, roof & Façade Systems and SMVITM will mutually decide on the fees to be paid by the candidate at the time of registration for the above programs.

TERMS AND CONDITIONS

1. If the training / workshop is held at the premises of Agrima, Roof & Façade Systems, then the candidates have to make their own arrangements for food, accommodation and travel.
2. If the training / workshop is held at the premises of SMVITM, then honorarium, food, accommodation and to-and-fro bus/train-fare for TWO members (Resource persons) of Agrima, Roof & Façade Systems shall be arranged by SMVITM, as per the prevailing norms of the Institute.
3. Agrima, Roof & Façade Systems will issue certificate to each candidate, either Faculty/Staff or Student, at the end of the program.

TERMS OF AGREEMENT AND TERMINATION

This MOU shall come into effect from the date of latest signature, and shall remain in force for a period of **THREE years**. The same can be renewed on mutual agreement by both the parties, if required.

Each party shall have the right to terminate this MOU upon 30 days prior written notice if the other party is in breach of any material obligation under this MOU.

MISCELLANEOUS

Any notice given by one party to the other shall be deemed properly given if specifically acknowledged by the receiving party in written of when delivered to the recipient by hand, registered mail or special courier during normal business hours to the following addresses:


A. If to SMVITM, then to

Attn: Prof. Dr. Thirumaleshwara Bhat
Principal, Shri Madhwa Vadiraja
Institute of Technology and Management
Vishwothama Nagar, Bantakal - 574 115
Udupi District, Karnataka


B. If to Agrima, then to

Attn: Mr. B Govind Ramesh
Chief Mentor Agrima, Roof & Façade Systems
#40, 2nd Main N R Colony
Near APS College
Bangalore, -560 019


IN WITNESS WHEREOF, each of SMVITM and Agrima, Roof & Façade Systems has caused this MOU to be signed and delivered by its duly authorized representative.


Prof. Dr. Thirumaleshwara Bhat
Principal, SMVITM
Bantakal, Udupi




Mr. B Govind Ramesh
Chief Mentor, Agrima,
Bengaluru




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



MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (MoU) is signed on this 21st day of September, 2020, between **Atal Incubation Centre - Jyothy Institute of Technology Foundation (AIC-JITF), Bangalore, India** (registered address of First party) represented by its CEO (here in referred to as 1st Party)

and

SHRI MADHWA VADIRAJA INSTITUTE OF TECHNOLOGY & MANAGEMENT, Vishwothama Nagar, BANTAKAL, UDUPI, Karnataka, India represented by its Principal having office at the address as above. (here in referred to as 2nd Party)

1 Back Ground

- (a) **1st Party AIC - Jyothy Institute of Technology Foundation** is an incubation center supported by NITI AAYOG and is located in the campus of Jyothy Institute of Technology at Tataguni, Off Kanakapura Road, Bangalore - 560082, Karnataka which marks a new era in the field of scientific entrepreneurship enabling aspiring individuals, scientists, students and faculty to incubate and build their start up through this incubation centre.
- (b) **2nd Party Shri Madhwa Vadiraja Institute of Technology and Management, Bantakal**, an entity incorporated under the laws of India and having its principle place of activity at Vishwothama Nagar, Bantakal, Udupi District, Karnataka - 574115 which is accredited from AICTE and it is affiliated to Visvesvaraya Technological University, Belagavi.
- (c) **Both Parties**, having come to know about the qualitative services of each other, had shown willingness to enter into a MoU for the purpose of mentoring, training, product development and co-incubation model to the student community and Staff of Sri Sairam College of Engineering, through application oriented research projects of 2nd Party so as to cater to the needs of start ups in the broad areas of Sensors & Devices, Materials, Food Technology and other related or inter-disciplinary domains.
- (d) Accordingly, both parties have decided to enter upon this MoU.

2. Terms and conditions

- (a) In accordance with a mutual desire to promote qualitative product development and scientific/technical exchange, both parties have mutually agreed for this MoU.
- (b) Both parties deem it mutually beneficial to strengthen the bonds between them and to contribute to a greater understanding and communication in fulfilment of the purpose of this MoU.
- (c) The areas of cooperation also include any programme/projects offered with mutual consent at either party or having potential to contribute to the objectives and purposes of this MoU. Moreover, both parties will encourage direct contact and cooperation



Principal
SHRI MADHWA VADIRAJA
INSTITUTE OF TECHNOLOGY & MANAGEMENT
Vishwothama Nagar, Udupi Dist.
KARNATAKA - 574115

between their faculty members, students, departments, institutes and centres in appropriate academic (Education and Research) and Scientific programmes.

(d) The themes of joint activities, the conditions for utilizing the results of research, the arrangements of specific visits, exchanges, internships, Knowledge partnering and other forms of activities shall be discussed and developed upon mutual consent of both parties.

(e) Activities and programmes under this MoU may consist of:

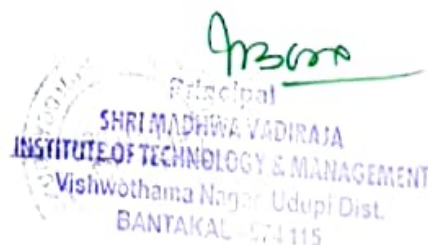
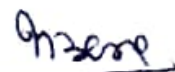
The institutions anticipate the following forms of cooperation:

- Lectures by the experts of both the parties for mutual benefit
 - Joint research activities
 - Co-Incubation of Start ups
 - Joint Product Development Program
 - Entrepreneurship Development Programs for faculties and students
 - Mentorship Programs
 - Facilitation of translational research and development of entrepreneurships
 - Ideathon/Bootcamps for students
 - Student projects
 - Exchange of members of the technical-administrative staff for skill enhancement
 - Participation in seminars and academic meetings
 - Exchange of students and staffs for the purpose of knowledge sharing.
 - Training of students and staffs with respect to advanced instrumentations.
- (f) Both the parties shall maintain confidentiality with respect to any confidential information of respective parties and confidential information in connection to the respective projects under this MoU. If required, Parties may enter into confidentiality agreements as per the requirements of specific or respective projects/programmes under this MoU.
- (g) Both parties hereby undertake to abide the respective law of the land with respect to this MoU, and terms and conditions of the agreement/s which might be entered upon under this MoU. Approval/s or / clearance/s from statutory authorities if any, shall be obtained by the respective parties where ever applicable.

(h) **Relationship between the Parties:**

This Memorandum of Understanding (MoU) is intended solely as a MoU and no partnership, joint venture, employment agency, franchise, or other form of agreement or relationship is intended. It is specifically understood between the Parties that the relationship between the parties contemplated under this MoU is strictly on principal to principal basis. Nothing in this MoU shall be construed to the employees/representatives/students of one Party to be construed as the employees /representatives /students of the other party. However both parties shall ensure the following:

- i. Both Parties shall see to it that the respective students and employees engaged under this MoU shall strictly follow the disciplinary protocols and be professional in their conduct towards each other.
- ii. Both parties shall see to it that "Safety and Security" of the respective employees /students engaged under this MoU be ensured .



3. Term of the MoU:

- (a) This Memorandum of Understanding shall be valid and effective after approval of the terms and conditions of the agreement by the appropriate authorities of the both parties. It will remain valid and effective for a period of **Five years** from **01/10/2020 to 30/09/2025**. There after the parties to this MoU are at liberty to review the period of this MoU by mutual consent for any further period, one month before the expiry of the term vide a fresh MoU.
- (b) This MoU may be treated as terminated / cancelled / withdrawn by either parties of MoU for any valid reason with 3 month/s prior notice to the other party.

4. Dispute resolution:

Notwithstanding anything contained in any other statute for the time being in force, if any genuine dispute arises between the parties in the discharge of their respective responsibilities and obligations under this MoU and in case such dispute is not settled amicably between the parties, it shall be referred to Chief Executive Officer of the First party & Principal of the Second Party for arbitration they shall jointly appoint or nominate an arbitrator as per the procedures in vogue for resolving of the said dispute and the decision of said Arbitrator shall be final as far as the dispute is concerned and the parties are bound by that decision.

In WITNESS WHERE OF the parties hereby have executed this MoU on 21st day of September, 2020.

SIGNED AND DELIVERED

For
AIC- Jyothy Institute of Technology
Foundation

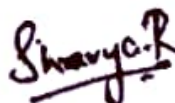


Dr. M. G Anantha Prasad
CEO CEO
AIC - JYOTHY INSTITUTE OF TECHNOLOGY FOUNDATION
BANGALORE - 560 082

Witness



1. Mrs. Savitha Prakash
Incubation Manager

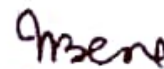


2. Ms. Shravya R
Incubation Associate



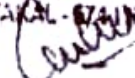
SIGNED AND DELIVERED

For
SHRI MADHWA VADIRAJA INSTITUTE OF
TECHNOLOGY & MANAGEMENT, BANTAKAL
UDUPI




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

Witness



1. Dr. Ganesh Aithal
Vice Principal



2. Mr. Arun Upadhyaya
Coordinator - ED Cell



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

This Memorandum of Understanding (MoU) drawn on this 1 November 2020 between

Shri Madhwa Vadiraja Institute of Technology and Management
Vishwothama Nagar, Bantakal, Karnataka 574115

&

iQmetrics Solutions Private Limited
Hegde Towers, Bendoorwell, Mangalore - 575002


1.0 Purpose

The purpose of this Memorandum of Understanding (MoU) is to define the frame work of engagement between the two organizations, which will facilitate exchange of knowledge and resources for mutual benefit.

2.0 Organization Profile

Shri Madhwa Vadiraja Institute of Technology & Management (SMVITM), founded in 2010 by H. H. Shri Vishwavallabha Theertha Swamiji of Shri Sode Vadiraja Mutt - one of the 700 plus years old Ashta Mutts associated with the world-famous Shri Krishna temple of Udupi in Karnataka - Shri Madhwa Vadiraja Institute of Technology & Management (SMVITM), situated at Bantakal in Udupi has carved a niche for itself in imparting quality engineering education in the coastal Karnataka region. Shri Swamiji started the institute with the sublime objective of providing quality higher education to the needy student community at affordable costs. The motto Engineering your Career and Character with Care well reflects the objectives and philosophy of the institute. Despite, being the youngest institute in the region, SMVITM has made remarkable strides in its journey towards excellence over the past five years and has emerged as the most promising engineering institute with its well-qualified and motivated faculty, state-of-the-art infrastructure and distinguished learning-centric facilities.

At present, SMVITM, with a total student intake of 441 per year, offers Bachelor of Engineering (B.E.) courses in Civil Engineering, Computer Science & Engineering Electronics & Communication Engineering and Mechanical Engineering. Currently, 1562 students are pursuing their engineering education at the institute. Despite being located in a


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SHRI MADHWA VADIRAJA
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Vishwothama Nagar, Udupi Dist.
BANTAKAL 574115

rural area, SMVITM ensures that its students are well trained in existing engineering practices and acquainted with the latest industrial trends.

iQmetrics Solutions Private Limited, is incorporated under the Companies Act 2013 (an Act of the Parliament of India) with the mission to provide superior technical solutions by innovations and inspire to build industry skills by education thereby creating a better everyday life. iQmetrics is recognized by MSME and Start-up India, and honoured with "Quality in Business" and "Go Global" awards by International Trade Council, Washington DC. iQmetrics is the number one source for embedded product development and support, proof of concept, research and development services, Business Process Outsourcing and Skill Development Programs. Dedicated teams to provide very best means of realisation of customer idea using innovative approach, embedded product developments and design, information technology enabled services, emerging skill development programs with an emphasis on customer commitment, quality of service, professional ethics and integrity.

Founders are having vast experience in academics and innovative activities, having recognized by several indexed publications and innovative projects for National Level Events, also served as Technical Programme Committee Member for several International Conferences and delivered Invited Talks in several occasions.

3.0 Articles

3.1 Article 1

Scope of Cooperation

Both the parties agree that intention of this partnership is to create a specific foundation to encourage, exchange sharing of academic and scientific experiences among their professors, students and expertise. As a part of this collaboration, SMVITM and iQmetrics will broadly explore the following avenues for cooperation.

1. Short term courses, Seminars, Workshop, Internship at SMVITM and iQmetrics
2. Discussion on industry institute collaboration
3. Faculty and experts' visits
4. Support for conferences and workshops depending on the topic, timing and the other considerations
5. Discussion and sharing of information on incubation and start-up companies

6. Discussion regarding center of excellence for teaching and learning

Specific terms of collaboration for each initiative implemented under this MoU shall be mutually discussed and agreed upon in writing by both parties prior to the initiation of particular activity or program. Each party will designate a liaison officer to develop specific activities or initiative under this MoU for approval of both parties.

3.2 Article 2

Duration, Termination and Amendment

This MoU will be effective from the date of signing by both parties up to a period of 3 years and maybe subjected to extension by mutual consent. Either parties may terminate this MoU by giving 30 days advance notice in writing.

The provision of this MoU may be amended at any time with mutual consent of the parties in writing. The amendment termination and expiration of this MoU will not affect the terms of activities ongoing at the time of notification of amendment, termination and expiration, unless otherwise agreed by both the parties.

3.3 Article 3

Use of Name

Any use of either parties name including any of its program or logos in advertisement, publication or notices relating in any way to the activities, described in this MoU, shall be subject to prior written approval of other party.

This MoU is prepared in two identical copies. Each partner will hold one original copy duly signed by authorized representative of each entity.

In witness, whereof the parties have hereunto set their hands and affix their signatures.

Principal
Shri MadhwaVadiraja Institute of
Technology & Management
(SMVITM)



Director
iQmetrics Solutions Private Limited
Mangalore



Witness 1

Dr. Sudarshan Rao
Dean (IT)

Witness 2

Kishore G
[Signature]

[Signature]

Principal
SHRI MADHVA VADIRAJA
INSTITUTE OF TECHNOLOGY & MANAGEMENT
Vishwath Nagar, Udupi Dist.