

MEMORANDUM OF UNDERSTANDING

BETWEEN

**SHRI MADHWA VADIRAJA INSTITUTE OF
TECHNOLOGY & MANAGEMENT, BANTAKAL**

AND

**V&G INDUSTRIAL TESTING LABORATORIES
PVT. LTD.**

Plot No.323 G (P), Industrial Area, Baikampady,
Mangalore - 575011 INDIA.

2019



Principal

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

Shri Madhwa Vadiraja Institute of Technology and Management, Bantakal and V&G Industrial Testing Laboratories Pvt. Ltd., Mangalore are herein proposing the close cooperation and collaboration in the fields of research and academics with the objective of multi-disciplinary approach to tackle the emerging issues of Engineering and Management. The set objectives, modalities and approaches defined herein are acceptable to both the institutes with a common goal of mutual respect and benefit. Likewise, both institutes abide by the MOU in all terms and conditions in the larger interest of the society.

With this comprehensive view of establishing sustainable, symbiotic and synergetic relationship between the two institutions SMVITM and V&G Industrial Testing Laboratories Pvt. Ltd., Mangalore, this Memorandum of Understanding has been entered into with following objectives of empowering the faculty/students, employees and discharging institutional responsibility towards the society.

Objectives

1. To exchange the facilities and services to faculty/staff, employee members of both the institutes
2. To serve as Chairman/Members of the Various Committees of the institute
3. To extend help in carrying out student project work in areas of mutual benefits
3. To facilitate use of library, Computer Centre, internet facilities, accommodation and other needful facilities which are helpful to faculty/students of both the institutes on mutual basis
4. To take up joint sponsored consultancy, student projects and research projects with both long term and short term goals, keeping in view the interests and philosophies of the respective institutions
5. To impart training to staff and students within the areas of co-operation
6. To organize and participate in the joint survey conducted for the collection of data regarding socio-economic and demographic profile of the identified field areas jointly
7. To jointly organize workshops/FDP/community development programs
8. Deputing members of the faculty and employees for conducting workshops, seminars and other programs for the benefit of students and faculty
9. The faculty/staff will be encouraged to deliver lectures/invited talks at the other institution. The TA/DA and the honorarium for the lectures shall be borne by the host institution. These deputations, visits and training, etc. should be performed with the prior approval of competent authority.



Principal
SHRI MADHWA VADIRAJA
INSTITUTE OF TECHNOLOGY & MANAGEMENT
BANTAKAL, MANGALORE

Terms and Termination

This MOU shall come in to effect from 25th of March 2019, and shall remain in effect for a period of thirty-six (36) months. After a period of thirty-six months, MOU can be further extended on mutual agreement. Either Party shall have the right to terminate this MOU by giving ninety (90) days prior written notice to the other party.

Confidentiality

Neither Party shall, without the prior written consent of the other Party disclose to any third party the contents of this MOU or any information obtained by either Party in performance of or in connection with this MOU. The Parties agree to take all reasonable measures to maintain the confidentiality of all information which in no event will be less than the measures it uses to maintain the confidentiality of its own information of similar importance. The obligations of confidentiality shall come into effect upon the signing of this MOU and shall survive even after the termination of this MOU.

Co-ordination Committee

The following Coordination Committee is constituted to monitor and review the collaborative programmes between the two institutions.

- a) Principal, Shri Madhwa Vadiraja Institute of Technology and Management, Bantakal, Udupi.
- b) Vittal M.Poojary and Girish Babu, Directors, V&G Industrial testing Laboratories Pvt. Ltd., Plot No.323 G (P), Industrial Area, Baikampady, Mangalore - 575011 INDIA.

Coordinators from Shri Madhwa Vadiraja Institute of Technology and Management, and from V&G Industrial Testing Laboratories Pvt. Ltd., With these set guidelines, we herein propose to collaborate and cooperate in the field of research and academic interests for the mutual benefit. It is hoped that this understanding between the two institutions will go a long way in progress and growth of both the institutions.



Principal

SHRI MADHWA VADIRAJA
INSTITUTE OF TECHNOLOGY & MANAGEMENT
Vittal M. Poojary, Udupi Dist.
Bantakal - 575011

IN WITNESS THEREOF, each of SMVITM and V&G Industrial Testing Laboratories Pvt. Ltd., has caused this MOU to be signed and delivered by its duly authorized representative.

Thirumaleshwarabhat

Dr. Thirumaleshwarabhat
Principal
SMVITM, Bantakal
Udupi-574115



Date:
Place: Udupi

Witness: 1)

Sudarshan Rao K.

Dr. Sudarshan Rao K.
Professor & Head,
Dept of ME,
SMVITM, Bantakal

Vittal M. Poojary and Girish Babu

**Mr. Vittal M. Poojary and
Mr. Girish Babu**
Directors,
V&G Industrial Testing Laboratories Pvt.
Ltd.,
Mangalore - 575011



Date:
Place: Udupi

2)

E. N. Satyanarayana

E. N. SATYANARAYANA
Executive - HR/Fin.

Principal

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, BANTAKAL**

AND

GOVERNMENT POLYTECHNIC, UDUPI

2019



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

Shri MadhwaVadiraja Institute of Technology and Management, Bantakal and Government Polytechnic, Udupi are herein proposing the close cooperation and collaboration in the fields of research and academics with the objective of multi-disciplinary approach to tackle the emerging issues of Engineering and Management. The set objectives, modalities and approaches defined herein are acceptable to both the institutes with a common goal of mutual respect and benefit. Likewise, both institutes abide by the MOU in all terms and conditions in the larger interest of the society.

With this comprehensive view of establishing sustainable, symbiotic and synergetic relationship between the two institutions SMVITM and Government Polytechnic, Udupi, this Memorandum of Understanding has been entered into with following objectives of empowering the faculty/students and discharging institutional responsibility towards the society.

Objectives

1. To exchange the facilities and services to faculty/staff members of both the institutes
2. To serve as Chairman/Members of the Various Committees of the institute
3. To extend help in carrying out student project work in areas of mutual benefits
3. To facilitate use of library, Computer Centre, internet facilities, accommodation and other needful facilities which are helpful to faculty/students of both the institutes on mutual basis.
4. To take up joint sponsored consultancy, student projects and research projects with both long term and short term goals, keeping in view the interests and philosophies of the respective institutions
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6. To organize and participate in the joint survey conducted for the collection of data regarding socio-economic and demographic profile of the identified field areas jointly
7. To jointly organize workshops/FDP/community development programmes
8. Deputing members of the faculty for conducting workshops, seminars and other programmes for the benefit of students and faculty
9. The faculty/staff will be encouraged to deliver lectures/invited talks at the other institution. The TA/DA and the honorarium for the lectures shall be borne by the host institution. These deputations, visits and training, etc. should be performed with the prior approval of competent authority.

Terms and Termination

This MOU shall come in to effect from 25th of January 2019, and shall remain in effect for a period of thirty six (36) months. After a period of thirty six months, MOU can be further extended on mutual agreement. Either Party shall have the right to terminate this MOU by giving ninety (90) days prior written notice to the other party.



Confidentiality

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Co-ordination Committee

The following Coordination Committee is constituted to monitor and review the collaborative programmes between the two institutions.

a) Principal, Shri MadhwaVadiraja Institute of Technology and Management, Bantakal, Udupi.

b) Principal, Government Polytechnic, Udupi

Coordinators from Shri MadhwaVadiraja Institute of Technology and Management, and from Government Polytechnic, Udupi

With these set guidelines, we herein propose to collaborate and cooperate in the field of research and academic interests for the mutual benefit. It is hoped that this understanding between the two institutions will go a long way in progress and growth of both the institutions.

IN WITNESS THEREOF, each of SMVITM and GPT Udupi, has caused this MOU to be signed and delivered by its duly authorized representative.

Mere

Dr. ThirumaleshwaraBhat
Principal, Principal
SMVITM, Bantakal, SHRI MADHWA VADIRAJA
INSTITUTE OF TECHNOLOGY & MANAGEMENT
Udupi-574115, Vishwothama Nagar, Udupi Dist.
BANTAKAL - 574 115

Date: 25/01/2019
Place: Udupi

Witness: 1) *[Signature]*
Professor & Head
Dept. of Mechanical Engg
SMVITM, Bantakal-574 115

[Signature]

Sri. Ganapathy Govt. Polytechnic
Principal, UDUPI
GPT, Udupi,
Udupi - 576104

Date: 25/01/2019
Place: Udupi

2) *[Signature]*
Sahana
L/EE

Training & Placement Officer
Govt. Polytechnic, Udupi.

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

AGREEMENT OF TRAINING
for
Long Term Training Program
PRAGNYAN - 2018

Executed between
ZESTECH Global Pvt. Ltd.
and
**Shri Madhwa Vadiraja Institute of Technology
& Management**

on
19-09-2018

First Party:

ZESTECH Global Pvt. Ltd.

#22, 12th 'A' Cross, 18th Main, Ideal Homes, Rajarajeshwari Nagar, Bengaluru -
560098, Karnataka, India.

Second Party:

Shri Madhwa Vadiraja Institute of Technology & Management

Vishwothama Nagar, Bantakal, Udupi -574115, Karnataka, India



Principal

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

AGREEMENT FOR TRAINING

THIS AGREEMENT FOR TRAINING (hereinafter referred to as 'Agreement') is made and executed on this 19th Day of September 2018 by and between:

ZESTECH Global Pvt. Ltd., a company incorporated in India under the Companies Act, 1956, (hereinafter referred to as '**ZESTECH Global**' or '**ZESTECH**') represented by its Director Mr. Siddharth Sethi, which expression shall, unless repugnant to the context or meaning thereof be deemed to mean and include its successors and assigns of the **FIRST PARTY**.

And

Shri Madhwa Vadiraja Institute of Technology & Management, an Institution, imparting and offering educational courses and located at Vishwothama Nagar, Bantakal, Udupi 574115, Karnataka, India. and is represented by the Principal of the college **Dr Thirumaleshwara Bhat**, which expression shall, unless repugnant to the context or meaning thereof be deemed to mean and include its successors and assigns of the **SECOND PARTY**.

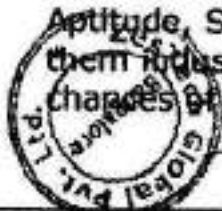
RECITALS:

Whereas, "**ZESTECH Global**", the First party herein, is a company providing Vocational Training services in domains like Aptitude, Soft Skills, Technical training (via ZLearn Online) aspects, Learning & Development (hereinafter referred to as L&D) services, supply of books to the industry as well as students & educational institutes and has experience and capabilities in the same field for the last many years.

Whereas, the Second party herein is an educational institution imparting and offering educational courses and located at place as hereinbefore mentioned.

And whereas, the Second party is desirous to conduct various trainings for their students and decided to engage the First party for imparting aptitude, Soft Skills and Technical Trainings (via ZLearn Online) wherein students from Engineering (B.E) of **Shri Madhwa Vadiraja Institute of Technology & Management**, the institution will be trained by "**ZESTECH Global**" Aptitude and Soft Skills team.

And whereas, for achieving the above purpose the Second party accepted and appreciated the First party for the trainings imparted and now both the parties agree to conduct the training in purely corporate way wherein students will be trained as per the market standards and the objective of conducting the training shall be with a motive and goal to ease the pressure of students in clearing Aptitude, Soft Skills and Technical Interviews and with a broader view to make them industry ready as per present market standards and also to further their chances of receiving placements.



[Signature]
Principal

[Signature]

DR. THIRUMALESHWARA BHAT
PRINCIPAL
SHRI MADHWA VADIRAJA INSTITUTE OF TECHNOLOGY & MANAGEMENT
VISHWOTHAMA NAGAR, BANTAKAL, UDUPI - 574115, KARNATAKA, INDIA

And whereas, **ZESTECH** shall not conduct any background checks on the candidates/ students and shall conduct trainings for students enrolled by the Second party institution.

The parties have had preliminary discussions in this matter and have ascertained areas of broad consensus. The parties now, have therefore, agreed to enter in writing these areas of consensus, under an agreement.

NOW THIS AGREEMENT WITNESSES AS FOLLOWS:

1. Scope:

The Parties shall follow the scope of work outlined in **Annexure A**. The same annexure outlines the responsibilities & obligations of both the parties, in addition to the below provisions which both the parties agrees to follow.

2. First party ("ZESTECH") covenant:

2.1 First party shall be responsible for imparting Aptitude, Soft Skills and Technical Trainings (via Z-Learn Online) to the students of the Second party institution in batch of minimum 60 students to be arranged by the Second party institution as per schedule decided from time to time between the parties;

2.2 "ZESTECH Global" shall conduct Aptitude, Soft Skills and Technical Trainings (via Z-Learn Online) for the students of the Second party institution. These trainings shall be spread over different modules based on the requirements of the institution and approved by the institution.

2.3 "ZESTECH" shall, at all times keep and continue to have adequate number of Personnel/Trainers qualified to render services enumerated in the present agreement and have under its supervision, control and charge who are sufficiently trained to impart training and conduct classes for furtherance of goal and objectives of this agreement.

2.4 The Services shall be performed in a professional, high quality and workman-like manner;

2.5 The Services shall not infringe the copyrights, trademarks, patents, trade secrets or other Intellectual Property Rights, privacy or similar rights of any person or entity;

2.6 "ZESTECH" shall abide by the terms and conditions of this agreement and any future agreements between the Parties in furtherance of the objectives of the present agreement.

2.7 "ZESTECH" shall remain fully responsible for imparting aptitude, Soft Skills and Technical Trainings (via Z-Learn Online) to the students of the Second party institution within the prescribed limits/ambit decided by the Parties and till the exclusivity clause stays valid.

2.8 Any requirements at the point of Trainings shall be intimated prior to the Second party by "ZESTECH"



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Principal

SRINIVASARAO MUDURU
INSTITUTE OF TECHNOLOGY & MANAGEMENT
Vidyanagara Nagar, Udupi Dist.
KARNATAKA - 578 169

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2.9 The internal evaluation as a part of the training and development program through conducting examination, mock test, classroom tests, assignments, seminars, etc. shall be done and carried by "ZESTECH" and the reports shall be submitted to the Second party institution periodically.

2.10 "ZESTECH" shall be issuing certificates for the students successfully completing the trainings imparted by them.

2.11 "ZESTECH" shall prepare study materials in furtherance of objectives of the present agreement and distribute among students.

2.12 The syllabi shall be framed by the First party - "ZESTECH" for the training and development program to be imparted by them. In this regard, the suggestions offered by the Second party institution shall be taken into consideration, wherever necessary.

2.13 "ZESTECH" shall comply with all applicable laws as they are amenable from time to time and by its conduct shall not cause to the institution any situation leading to legal implications.

3. Second Party (Institution) covenant:

3.1 All data relating to the candidates/students shall be provided by the Second party Institute to **ZESTECH** before and during the course period, whenever required.

3.2 The engaging institution/Second party shall provide entire infrastructure facilities including classrooms, laboratories (Computer labs for evaluation /e-learning), as per schedule decided from time to time and in furtherance of objectives of the agreement. These services shall be utilized as per the need to benefit the students of Second party.

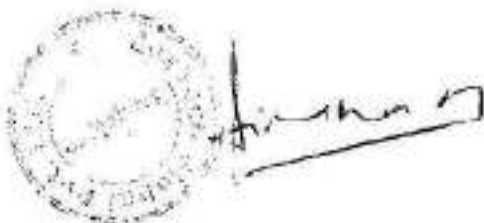
3.3 Second party institution shall arrange necessary Computer labs for training students practically, in order to provide hands-on experience to students of Second party, whenever required.

3.4 The Second party institution shall be responsible for all administrative work relating to admission to the trainings to be conducted by the First party - "ZESTECH", including collection of fees if done for the purpose of trainings and development.

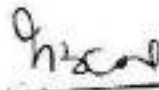
3.5 The Second party shall through its appointed person be entitled to monitor the quality of the program for achieving the desired goal and objectives. The institution shall also monitor progress of the course in each semester.

3.6 Second party institution shall always oblige by the fee schedule as decided between the parties in **Annexure B** of the agreement and shall release payments on an understanding within the specified period in favor of First party.

3.7 Second party or the institution shall comply with all applicable laws as they are amenable from time to time and by its conduct shall not cause to the First party any situation leading to legal implications.




Principal
SRM INSTITUTE OF TECHNOLOGY & MANAGEMENT STUDIES
Vidyanagar, Gandhinagar, Gandhinagar, Gandhinagar
GANDHINAGAR - 576155



4. Joint Responsibilities:

- 4.1 The parties shall conform to the specifications as mentioned in **Annexure A**.
- 4.2 For change in the venue, course, syllabi, eligibility, admissions, collection of fee and fee structure, scheme of examinations, etc. shall be mutually decided by both the parties and approved in writing.
- 4.3 The Second party institution shall inspect the program periodically when conducted by the First party, in respect of the qualified staff for training, teaching, so as to ensure that the same is in conformity with the standards of the Second Party Institution and the First party shall extend appropriate facilities for carrying out the above objectives.
- 4.4 The parties are entitled to suggest changes to the course, syllabi.
- 4.5 The formation of training batches for the student group meant for the training program shall be mutually decided by both the parties.
- 4.6 Any expansion or modification relating to the academic program shall be decided jointly by the Parties to this agreement.
- 4.7 Both the parties have agreed to intimate each other about any cancellation or changes in the schedule of training program at least 2 days in advance of the day of training.
- 4.8 The present collaborative initiative also includes the scope for extending learning facility at the campus beyond the agreed terms and time and class hours through mutual consent between the parties.
- 4.9 The collaboration is envisaged to provide admission and conduct the course for the **academic year 2018-2019** onwards.

5. TRAINING IN THE CAMPUS:

"ZESTECH Global" shall ensure that all or part of the Aptitude, Soft Skills and Technical Training (via Z-Learn Online) processes shall be conducted in the premises of the Second party campus only.

6. NO EMPLOYMENT GUARANTEE:

The First party imparts training in Aptitude, Soft Skills, Technical training aspects, L&D services to the industry as well as students & educational institutes and has experience and capabilities in the same field for the last many years, which furthers the scope of employment for the participating students/members by making them industry ready but by no stretch of meaning the First party – "ZESTECH" guarantees employment to the students/members participating in its course or represents guaranteed employment to the participating students/members completing the course successfully. But First party assures placement assistance and support to the Second party by resourcing relevant contacts for the benefit of the students of the Second party institution in the best way possible or as agreed.

7. EXCLUSIVITY:

Both the parties agree to perform their part of the obligation. This arrangement between the parties for the described scope of work under this agreement shall be exclusive to the exclusion of others and "ZESTECH Global" shall be rendering all the Aptitude, Soft Skills and Technical Training(via Z-Learn Online) requirements of students the institution.



[Handwritten signature]

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Principal
GATEWAY TO KNOWLEDGE
INSTITUTE OF TECHNOLOGY & MANAGEMENT
Wazirpur Nagar, Okhla Phase II
GATEWAY - 978158



In case "ZESTECH Global" is not able to take up the process for any other reason and communicates the same to the Second party in writing, then the Second party shall be entitled to engage service of any other person/company for the same scope of work/purpose as described in the present agreement, after serving appropriate intimation/notice/showcause on the First party or on mutual agreement between the parties wherever applicable. The exclusivity shall stand valid on correction of the breach within reasonable time.

8. CONFIDENTIALITY:

8.1 **Confidential Information** shall include, without limitation, the Purpose of this agreement, information or material that has or could have commercial value or other utility in the business in which "ZESTECH" is engaged, plans, course materials, projections, and operational information, information with respect to technical specifications, drawings, know-how, data, formulae, patent, trade secrets, trainer/training team and any other technical and/or commercial information, disclosed directly or indirectly and in any form whatsoever (including, but not limited to, in writing, by verbal communications or otherwise) furnished by the Disclosing Party, ZESTECH to the Receiving party **Shri Madhwa Vadiraja Institute of Technology & Management**.

8.2 Such Confidential information shall not include any information which

- (i) is, at the time of disclosure, publicly known; or
- (ii) becomes at a later date, publicly available otherwise than a wrongful act or negligence or breach of this agreement of or by the Receiving party; or
- (iii) the Receiving party can demonstrate by its written records was in its possession, or known to the Receiving party, before receipt under this agreement, and which was not previously acquired under an obligation of confidentiality; or
- (iv) is legitimately obtained at any time by the receiving party from a third party without restrictions in respect of disclosure or use; or
- (v) the Receiving party can demonstrate to the satisfaction of the Disclosing party, that materials has been developed independently of its obligations under this agreement and without access to the Confidential Information.
- (vi) That "Disclosing Party" shall be the absolute, unrestricted and exclusive owner of the confidential or proprietary technical, study materials, books, course materials, financial, marketing, developing, distribution, or other technical or business information or trade secrets and intellectual property disclosed to the other party, including without limitation, concepts, techniques, processes, methods, systems, designs, clients, cost data, programs, formulae, development or experimental work, work in progress, users and as well as software for business and professional use application programs, operating methods, internet websites, e-commerce application & solutions, books, hardware and information for the projects, articles written and/or drafted.
- (vii) That the "Receiving party" shall not in any manner whatsoever, represent and/or claim that they have any interest by way of ownership, assignment or otherwise in the same.



[Handwritten Signature]

[Handwritten Signature]
Principal

SHRI MADHWA VADIRAJA
INSTITUTE OF TECHNOLOGY & MANAGEMENT
Vidyanagara Nagar, Udupi Dist.
GANDHINAGAR - 560 166

[Handwritten Signature]



8.3 The Receiving Party is entitled to use the confidential information but only for the permitted use.

8.4 The Receiving Party shall restrict access to the Confidential information to its affiliates, directors, employees, or representatives (collectively "Representatives") but only if such Representatives reasonably need to know such confidential information for carrying out the purpose herein and are subject to confidentiality obligations no less restrictive than those of this agreement. Each party shall be responsible for any breach of this agreement by any of their respective representatives. 'Affiliate' means any legal entity which, at the time of disclosure to it on any confidential information, is directly or indirectly controlling, controlled by or under common control with any of the Parties. One person to be held responsible.

8.5 Notwithstanding above clause, the Receiving party shall not be prevented from disclosing Confidential information, where (i) such disclosure is in response to a valid order of a court or any other governmental body having jurisdiction over this agreement, or (ii) such disclosure is otherwise required by law, provided that the Receiving party, to the extent possible, has first given prior written notice to the Disclosing party and made reasonable efforts to protect the Confidential Information in connection with such disclosure.

8.6 At any time upon request from the Disclosing party or upon the conclusion of the purpose, the Receiving Party, at its own cost, will return or procure the return, promptly on receipt of such request, of each and every copy of Confidential information in any form given by the Disclosing party, and satisfy the Disclosing Party that it no longer holds any further Confidential information. Any part of the confidential information that cannot conveniently be returned to the Disclosing party will be destroyed in the way reasonably directed by the Disclosing party.

8.7 This agreement shall remain in force for 2 years from the effective date, except to the extent this agreement is superseded by stipulations of the future legally binding agreement between the parties in respect of the Purpose envisaged under this agreement. The Second Party reserves the right to reconsider this agreement, if the First party has failed to meet the expectations w.r.t. quality feedback from students & the monitoring authorities, and further shows no improvement up on sharing feed backs thereafter for mutual benefits.

8.8 All confidential information disclosed herein shall remain the sole property of the disclosing party and the receiving party shall obtain no right thereto of any kind by reason of this agreement.

8.9 The Receiving party shall indemnify and hold the Disclosing Party harmless from any and all damages and expenses, including court costs and attorneys' fees which the disclosing party may sustain as a result of the confidential information being improperly used or disclosed by the Receiving party in breach of this agreement.

8.10 In the event of a breach or threatened breach by the Receiving party of any provisions of this agreement, the disclosing Party, in addition to and not in limitation of any other rights, remedies or damages available to the disclosing party at law or in equity, shall be entitled to a temporary restraining order/ preliminary injunction in order to prevent or to restrain any such breach by the Receiving party, or by any or all persons directly or indirectly acting for, on behalf of, or with the receiving party.



[Handwritten signature]

[Handwritten signature]
Principal

SRM SO. COLLEGE MADURAI
INSTITUTE OF TECHNOLOGY & MANAGEMENT
Vidyanathanagar, Udumpet Tal.
SANKARAL - 626 150



9. NON-COMPETE AND NON SOLICITATION CLAUSE

Both the parties hereby agree not to solicit/influence member, director, employees, affiliates, trainer & independent trainer and representatives of the other party in any manner during the time this agreement is in force or for the period 3 months after the member, director, employees, affiliates, trainer & independent trainer and representatives of the other party seizes the employment with the party and shall also not solicit, influence anyone to divulge any confidential information with respect to plans, course materials, projections, and operational information, information with respect to technical specifications, drawings, know-how, data, formulae, patent, trade secrets, trainer/training team and any other technical and/or commercial information, disclosed directly or indirectly and in any form whatsoever (including, but not limited to, in writing, by verbal communications or otherwise).

Both the parties further agrees not to offer employment, part time employment, and independent contract to the member, director, employees, affiliates, trainer & independent trainer and representatives of the other party during the time this agreement is in force or for the period 2 years after the member, director, employees, affiliates, trainer & independent trainer and representatives of the other party seizes the employment with the party.

The SPOC from the Second party shall be **Ms. Vidya Bhat**, Training and Placement Officer. The Second party agrees to communicate their feedback, communication and decision to the Management of the First party (**Mr. Siddharth Sethi**, Email ID - **siddharthsethi@zestech.in**) and not directly to the trainers, independent trainers, or any employee of the First party "ZESTECH".

10. FEES AND EXPENSES

The fee for the program shall be paid to the First party - "ZESTECH" as described in detail *infra* **Annexure B**.

11. TERM & TERMINATION:

10.1 This agreement is for a period of **two (2) years**, - effective from the date of execution thereof.

10.2 However, this agreement may be renewed for further period on the terms and conditions as will be mutually agreed by the Parties in writing.

10.3 The Parties reserve the right to terminate the agreement, wherein the other party has failed to perform on the obligation as agreed in the present agreement, quality service provided and breach of agreement or for any other reason with appropriate notice to the other party.

12. CONSEQUENCE OF TERMINATION:

On expiry of Term or Termination of the agreement, the following provisions would apply:

(i) Expiry of Term or Termination of the agreement, would not affect any of the rights and obligations of the Parties that may have accrued prior to such expiry of Term or termination.

(ii) Within 15 working days after the expiry of the Term or termination of the agreement, the first party shall agree on the net amount that may be due to the second party.



[Handwritten Signature]

[Handwritten Signature]
Principal
SRI SUDARSHAN VIDYALAYA
INSTITUTE OF TECHNOLOGY & MANAGEMENT
Vishakhapatnam Nagar, Udupi Road,
GANTAKAL - 528 155

[Handwritten Signature]
[Circular Stamp]

(iii) All confidential materials, information, copyright materials to which the parties were privy in lieu of the agreement, shall immediately be returned to its rightful owner on expiry of the Term or Termination of the agreement, to the party who is the owner of the materials/information.

13. NO PARTNERSHIP:

Nothing contained in this agreement shall constitute or be deemed to constitute a partnership between the parties, and no Party shall hold himself out as an agent for the other party, except with the express prior written consent of the other party and the relationship shall be on a Principal to Principal basis.

14. INDEPENDENT RIGHTS:

Each of the rights of the Parties hereto under this agreement are independent, cumulative and without prejudice to all other rights available to them, and the exercise or non-exercise of any such rights shall not prejudice or constitute a waiver of any other right of the Party, whether under this agreement or otherwise.

15. VARIATION:

No variation of this agreement (including its Annexures) shall be binding on any party unless such variation is in writing and signed by each party.

16. NO ASSIGNMENT:

Subject to the provisions of this agreement, this agreement is personal to the Parties and shall not be capable of assignment, except with the prior written consent of the other party.

17. WAIVER:

Any relaxation, forbearance, delay or indulgence on the part of the **ZESTECH** and **Shri Madhwa Vadiraja Institute of Technology & Management** in enforcing any of the terms and conditions of this agreement or the granting of time by the first party or the second party shall not prejudice, affect or restrict the rights of the parties hereunder nor shall any waiver by the Parties of any breach hereof operate as a waiver of any subsequent or any continuing breach hereof.

18. ARBITRATION CLAUSE:

In consideration of the relationship between the parties, the parties hereby agrees to arbitrate all disputes arising herein and in connection and relating to this agreement and rights, obligations arising hereunder, at present and in the future, and the Parties agree that any and all controversies, claims or disputes with anyone (including the Company and any employee, officer, director, stakeholder or benefit plan of the Company in their capacity as such or otherwise) arising out of, relating to, or resulting from this agreement with the Company, or the termination of this agreement, including any breach of this Agreement, shall be subject to binding arbitration rules as applicable and enforceable in India.



[Handwritten signature]

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Principal
SHRI MADHWA VADIRAJA
INSTITUTE OF TECHNOLOGY & MANAGEMENT
Vishwathama Nagar, Udipi Road
BANGALORE - 560 166



The Arbitration & Conciliation Act relevant in India in the year the dispute arises and applicable in India and enacted by the Indian Parliament and published in the gazette shall be applicable and to be invoked by the parties for referring any disputes to arbitration. Departure is made from mentioning any specific Act in view of the development and proposed new Arbitration Act and thus Arbitration Act shall be applicable for any disputes to the extent applicable and permissible under laws of India. The disputes shall be referred to three Arbitrators, each one by both the party's and the third by mutual consent. The language to be used in the arbitral proceedings will be English.

19. GOVERNING LAW:

Any disputes as to the meaning, effect, performance or validity of this agreement or arising out of, related to, or in any way connected with, this agreement, association of the parties for achieving the objectives of this agreement or any other relationship between the first party and the second party (the "Disputes") will be governed by the provisions of Arbitration Act as stated in the above clause. If any provision of this agreement becomes or is declared by a court of competent jurisdiction to be illegal, unenforceable, or void, the remainder of this letter agreement shall remain in effect and shall not be affected and the parties shall use their best efforts to find an alternative way to achieve the same result. And disputes arising in relation hereto if not settled by arbitration shall be subject to the exclusive jurisdiction of the courts at Bangalore, Karnataka, India.

20. FORCE MAJEURE CLAUSE:

The Parties hereto agree that they shall not be responsible for failure to perform of their obligations under these presents due to *force majeure*, which shall include but not be limited to fire, flood, strike, labour/employee strikes and disputes, embargo put by the government of the country of any party, or any other reason of such party. If the circumstances leading to *force majeure* occur, the affected party shall give notice thereof to the other party. If the circumstances or event of force majeure continue for a period of 6 months, either party may terminate the agreement.

21. EXECUTION OF AGREEMENT:

This agreement shall be executed in duplicate. The original shall be retained by the First party, **ZESTECH** and the duplicate by the Second party, **Shri Madhwa Vadiraja Institute of Technology & Management**.

22. PAYMENT OF STAMP DUTY:

The stamp duty and all other expenses in respect of this agreement and duplicate thereof shall be borne and paid by the parties jointly.

23. SUPERSEDES:

All prior agreements or arrangements whether oral or written between the parties or relating to the rendering and conduct of aptitude, Soft Skills and Technical Trainings shall be deemed to be cancelled and superseded by this agreement unless otherwise herein expressly agreed between and by the parties.



[Handwritten signature]

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Principal
SHRI MADHWA VADIRAJA
INSTITUTE OF TECHNOLOGY & MANAGEMENT
Vidyanagara Nagar, Uluppi 564
BANGALORE - 560 168

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24. HEADINGS:

The headings of the clauses of this agreement are meant only for convenience of reference and shall not in any way be taken into account in the interpretation of these presents.

25. AMENDMENT:

Any amendment to this agreement shall be agreed in writing by both Parties and shall refer to this agreement.



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[Handwritten signature]

PRINCIPAL
CENTRE FOR POLYMER MATERIALS
INSTITUTE OF TECHNOLOGY & MANAGEMENT
Vidyanagara Nagar, Udipi Road
BANGALORE - 560 015



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Annexure - A

Process Step	Description	Time Line	Method of Communication
Team Visit	Team will visit the campus, check facilities and ensure adherence to requirements	As mutually agreed	Email/ Telephone/ Face To Face
Signing agreement	One time activity for signing agreement	As mutually agreed	Face To Face
Tentative schedule	Tentative training schedule is to be shared by Shri Madhwa Vadiraja Institute of Technology & Management to ZESTECH with an advance notice period of minimum one week before the start of the training.	Minimum notice of 1 week	Email/ Telephone
Confirmed Booking	Shri Madhwa Vadiraja Institute of Technology & Management booking will be confirmed by ZESTECH through mutual acceptance and signing on the Proposal copy by both First Party and Second Party. The soft copy of the official proposal will be emailed or the hard copy of the same will be sent along with the ZESTECH representative.	Minimum notice of 1 week	Email/ Telephone/ Courier
Preparation	Representatives will visit and prepare for the Trainings. During this time, representatives will require access to visit the class rooms and labs as needed and will be informed priory.	Minimum notice of 1 week	Face To Face
Training	Training team will visit and ensure the student is fully prepared with respect to the objectives of the 'Pragnyan-2018' program. The trainer's details will be shared with SMVITM along with the schedule.	Throughout the semester	Online / offline mode of assessment as and when required
Actual Exams	Representatives will conduct actual mock tests. During this process access to the labs may be limited for students. The Exam may be conducted in multiple batches in the offline / online mode of assessment.	Will span over the days of the mock test.	Online / offline mode of assessment



[Handwritten signature]



[Handwritten signature]
Principal

SHRI MADHWA VADIRAJA
INSTITUTE OF TECHNOLOGY & MANAGEMENT
Maddur Nager, Udipi Dist.
BANTAKAL - 576155

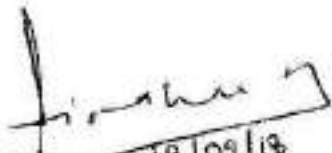
Annexure - B

(Training & Placement Support Fees)

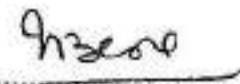
The detailed commercials are listed below.

Commercial as agreed is

- 1) **3rd and 4th Year Students: Rs 700/student/sem-** i.e. Rupees Seven hundred only (Inclusive of GST @18% as applicable) per student for 5 days per semester of (@ 6 Hrs./day)


19/09/18

Mr. Siddharth Sethi
CEO
ZESTECH Global Pvt. Ltd.
(First Party)

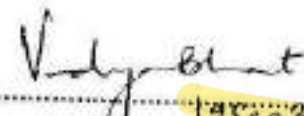


Dr Thirumaleshwara Bhat
Principal
Shri Madhwa Vadiraja Institute of
Technology & Management
(Second Party)

Thereof in the presence of:

1.  19/09/18



2.  19 Sep 2018





Principal
SHRI MADHWA VADIRAJA
INSTITUTE OF TECHNOLOGY & MANAGEMENT
Vidyanagaram Nagar, Uluppi Road,
BANGALURU - 560166

AGREEMENT FOR SUPPLY OF BOOKS

THIS AGREEMENT FOR SUPPLY OF BOOKS is made and executed on this 19th Day of September 2018 by and between:

ZESTECH Global Pvt. Ltd., a company incorporated in India under the Companies Act, 1956, (hereinafter referred to as '**ZESTECH Global**' or "**ZESTECH**") represented by its Director Mr. Siddharth Sethi, which expression shall, unless repugnant to the context or meaning thereof be deemed to mean and include its successors and assigns of the **FIRST PARTY**.

And

Shri Madhwa Vadiraja Institute of Technology & Management, an Institution, imparting and offering educational courses and located at Vishwothama Nagar, Bantakal, Udupi 574115, Karnataka, India. and is represented by the Principal of the college **Dr Thirumaleshwara Bhat**, which expression shall, unless repugnant to the context or meaning thereof be deemed to mean and include its successors and assigns of the **SECOND PARTY**.

WHEREAS Zestech Global (P) Ltd. has developed and printed books required by students for development of their technical and aptitude skills,

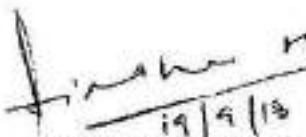
WHEREAS SMVITM is desirous of providing these books to its students,

The First Party has agreed to supply these books and the SECOND PARTY has agreed to purchase them as and when required for the following consideration.

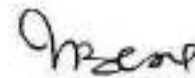
Cost per Book Rs. 500 (Rupees Five Hundred Only)

The First Party will raise an Invoice for the value of actual number of books purchased.

The Second Party agrees to pay the First Party the amount of invoice within 7 days of receipt of the Invoice.



.....
19/9/18

Mr. Siddharth Sethi
Director
ZESTECH Global Pvt. Ltd.
(First Party)


.....

Dr Thirumaleshwara Bhat
Principal
Shri Madhwa Vadiraja Institute of Technology & Management
(Second Party)




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

TOTAL COST

- 1) 3rd year Students: Rs. 1200 per student/semester
2) 4th year Students: Rs. 1200 per student/semester

TOTAL COST
(Inclusive of GST)

Rs. 1200 per student/semester

PAYMENT CLAUSE:


a) From the date of start of the training program, **50%** of the total amount and from the date of last training day of the program, remaining **50%** of the total amount should be paid respectively to the First party by the Second party within a period of 7 days but not later than 10 days, until this agreement is in existence.

b) Interest @ 18% p.a will be payable on payments delayed beyond the limits specified in clause (a) above, from the due date till date of actual receipt of the payment.

c) Payment to be made via NEFT/Cheque will be in the name of **ZESTECH Global Pvt. Ltd.**

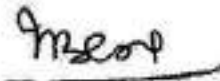
- The commercials mentioned in the above clause is valid for a period of 3 months from the date of this agreement and shall be considered for a review further.
- Payment will be made on the basis of the type of activity agreed during the time of confirmation.

IN WITNESS WHEREOF the parties hereto have executed these presents and duplicate copy thereof on the day and year hereinabove written.


19/7/12

Mr. Siddharth Sethi
CEO
ZESTECH Global Pvt. Ltd.
(First Party)





Dr Thirumaleshwara Bhat
Principal
Shri Madhwa Vadiraja Institute of
Technology & Management
(Second Party)




Principal

DR THIRUMALESHWARA BHAT
PRINCIPAL
SHRI MADHWA VADIRAJA
INSTITUTE OF TECHNOLOGY & MANAGEMENT
Vidyachama Nagar, Udupi Dist.
KARNATAKA - 576155

MEMORANDUM OF UNDERSTANDING

BETWEEN

SHRI MADHWA VADIRAJA INSTITUTE OF
TECHNOLOGY & MANAGEMENT, BANTAKAL

AND

Cloude

CLOUDE
MYSURU

2018

Principals

SHRI MADHWA VADIRAJA
INSTITUTE OF TECHNOLOGY & MANAGEMENT
BANTAKAL
BANTAKAL, DIST. BANTAKAL, KARNATAKA

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (MoU) is made between:

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, represented by its Principal. (hereinafter referred as "SMVITM").

AND

CloudE, having its Registered Office 2687/2, 5th Cross, Kalidasa Road, VV Mohalla, Mysuru - 570002, Karnataka (hereinafter referred as "CloudE"):


SMVITM and CloudE shall hereinafter be collectively referred to as "Parties" and individually as "Party"

WHEREAS

- A. **SMVITM** is specialized in providing value-added, holistic engineering education to students at affordable costs, in conducive academic ambience, leading to personality development and intellectual growth.
- B. **CloudE** is a fast growing IT solution entity working from two platforms, one aiming at training solutions and the other at product solutions. CloudE Product Solutions Arm (CPA) offers product solutions and consulting services in Embedded, Software Testing, Software/Hardware Product Development, Web Designing Java, Android and many other domains relevant to the industry.
- C. The Parties wish to co-operate with each other as per the terms and conditions enumerated in this MoU.

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

1. **Scope**


Principal
SMVADIRAJA VADIRAJA
INSTITUTE OF TECHNOLOGY & MANAGEMENT
Vishwothama Nagar, Udupi Dist.
KARNATAKA - 575 112

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

1.2 The primary goals are:

- o Impart practical-oriented training, tailored for industry needs following hybrid
- o model of top-down and bottom up approaches
- o Create an atmosphere for the self-learning of the subject, one is most interested in
- o Grooming students to be industry ready
- o Assist students in placements and to face job interviews
- o Provide consultations and tailor-made project solutions to the industry
- o Provide opportunity for a fully guided internship
- o Provide industry standard guidance for project works
- o Performance evaluation and Interview pre-screening

2.1 SMVITM and CloudE will establish a "Core Consulting Team". Both the Parties shall ensure that the Core Consulting Team comprises of appropriate personnel from both parties to discuss and implement the ideas. Both sides will also have Single Point of Contact for coordinating various activities and for administration purpose.


2.2 SMVITM shall be represented by Principal along with the team of designated faculty members as and when necessary.

2.3 CloudE shall be represented by Mr. Mahesha Padyana, Founder & Managing Director

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

3. Responsibilities of SMVITM:

- a. To provide necessary laboratory and classroom infrastructure with Hardware, Software and a designated Faculty In-charge for conducting the program.


Principal
SHRI MADHWA VARMAIA
INSTITUTE OF TECHNOLOGY & MANAGEMENT
Vidyanagar, Jager, Udupi Dist.
KARNATAKA - 574 218

- b. To identify and make available interested students internally as desired by SMVITM to participate in the program.

4. **Responsibilities of CloudE:**

- a. To provide industry experts as resource person for the training programs.
- b. To train SMVITM students on best industry practices and develop competency in one or more of topics such as Basic Computer Science and C or C++ Programming for beginners, Advanced C or C++ Programming with Integrated Software Engineering, Hardware Design, Embedded System, IoT, PCB Design, Software Engineering, Software Testing and test automation, Java Programming, Android programming Database: SQL Server, MySQL Administration, Oracle Architecture ASP, Data Structures, Project Management, Web Design and development, HTML, XML, PHP, Python and Perl Scripting Automation, Robotics, VLSI etc at minimal cost in the SMVITM campus.
- c. To work with SMVITM and industry to bring in more consulting / campus recruitment opportunities.
- d. To work closely with industry to provide support in advanced training in software testing with latest software tools for UG (CSE, ISE & ECE) programs of SMVITM.
- e. To allow students to carry out UG/PG Projects / Internships as per University regulation. The number of students and projects/internship will be decided based on mutual convenience.
- f. To bring additional kits, boards and other technical infrastructure for conducting the program at reasonable price.

5. **Joint responsibilities of SMVITM and CloudE**

SMVITM and CloudE jointly agree:

Anisara

Principal

SHRI SUDHAKAR VADIRAJA
INSTITUTE OF TECHNOLOGY & MANAGEMENT
Vaherolur, Mysore - Channarayana Nagar, Mysore Dist.
BANGALORE - 574 115

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

6. Terms and Termination

- 6.1 This MoU shall come in to effect from 01 day of August 2018, and shall remain in effect for a period of thirty six (36) months. After a period of thirty six months, MOU can be further extended on mutual agreement.
- 6.2 Either Party shall have the right to terminate this MoU by giving ninety (90) days prior written notice to the other Party.

7. Confidentiality

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

Priscy

Principal

SHRI SHARDA PANDRAJA
INSTITUTE OF TECHNOLOGY & MANAGEMENT
Vidyanagar, Mysore Road, Mysore
Karnataka - 570 002

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

8. **Commercials**

The commercials for each consulting/Training opportunity shall be:

Here is the mutually agreed fee structure:

- I. Training fee structure will be fixed by both the parties.
- II. The Cost for the Board/ Kits /other training materials shall be charged to the students and upon completion of the program, training material shall be handed over to the institution to create their own lab. (The training fee shall include this cost).
- III. The minimum strength of students required to run the On Campus Training Program will be mutually decided based on the type of the program.
- IV. Taxes applicable as per the Government on the fees
- V. Food & Lodging Facility for CloudE experts during training will be provided by SMVITM.

9. **Intellectual Property Rights:**

- 9.1 This policy assures that the intellectual property arising from this agreement is used in the best interest of both parties.
- 9.2 SMVITM will give the right of first refusal for the Fore ground Intellectual Property developed via this MoU to **CloudE** . In case **CloudE** is not interested in acquiring this IP, SMVITM would be free to use the IP as deemed fit by SMVITM.
- 9.3 **SMVITM**, its employees and the faculty / students are protected and indemnified from all liability arising from the development, marketing, or use of the particular intellectual property by **CloudE**.
- 9.4 Both Parties shall retain their respective rights with respect to any equipment, methodologies, tools and technologies provided here under for the purpose of this MOU. Both Parties will ensure that such equipment, methodologies, tools and technologies are used solely for the purpose set out in this MOU.



Principal

SHRI MADHWA VADIRAJA
INSTITUTE OF TECHNOLOGY & MANAGEMENT

Vishweshwara Nagar, Channarayana

BANGALORE - 560 075

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

11. **Governing Law and Jurisdiction.**

This MoU shall be governed by the laws of Republic of India. Any dispute arising in connection there with shall be submitted only to the Courts in Udupi, India.

12. **Non Solicitation**

SMVITM shall not directly or indirectly solicit, or cause to be solicited the employment of any employee of CloudE, who is involved in the performance of its obligations under this MoU.

13. **Binding**

13.1 This MoU shall be binding on the Parties.

13.2 The Parties hereby acknowledge that this MoU is confined to the general terms agreed between the Parties for mutual co-operation.



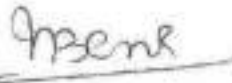
Principal

SRI SUDHANA SASTRI
INSTITUTE OF TECHNOLOGY & MANAGEMENT
Vidyanagara, Udupi Dist.
KARNATAKA - 575 106

14. **Entire Understanding**

This MoU contains the entire understanding of the Parties with respect to the subject matter addressed herein and supersede, replace and merge all prior understandings, promises, representations and agreements, whether written or oral, relating thereto.

IN WITNESS THEREOF, each of SMVITM and CloudE, has caused this MoU to be signed and delivered by its duly authorized representative.

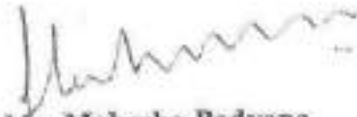


Dr. Thirumaleshwara Bhat
Principal,
SMVITM, Bantakal
Udupi

Date: 31-7-2018

Place: Udupi

Principal
SHRI MADHWA VADIRAJA
INSTITUTE OF TECHNOLOGY & MANAGEMENT
BANTAKAL, UDUPI
KARNATAKA



Mr. Mahesha Padyana
Managing Director
CloudE, Mysuru -18

Date: 31-07-2018

Place: Udupi

Witnesses



Witnesses

ADD, ECE



Principal
SHRI MADHWA VADIRAJA
INSTITUTE OF TECHNOLOGY & MANAGEMENT
Madhwaraja Nagar, Udupi Dist.
KARNATAKA - 575 115

MEMORANDUM OF UNDERSTANDING

BETWEEN

**SHRI MADHWA VADIRAJA INSTITUTE OF
TECHNOLOGY & MANAGEMENT, BANTAKAL**

AND

SANGAMONE CONNECTED SERVICES PVT LTD

NO 8, NATIONAL CHS, SECTOR 3, AIROLI, NAVI MUMBAI - 400708

2018

Mscorp

Mscorp
Principal
SHRI MADHWA VADIRAJA
INSTITUTE OF TECHNOLOGY & MANAGEMENT,
Vishweshwara Nagar, Udipi Dist.
BANTAKAL - 574 118

Le

Memorandum of Understanding

Between

Shri Madhwa Vadiraja Institute of Technology and Management, Bantakal

And

SangamOne Connected Services Pvt Ltd, Navi Mumbai

This memorandum of understanding is executed on this day **August 01, 2018** between Shri Madhwa Vadiraja Institute of Technology and Management, Bantakal (hereinafter referred to as SMVITM) and SangamOne Connected Services Pvt Ltd, No. 8, National CHS, Sector 3, Airoli, Navi Mumbai 400708 through their representatives for starting Centre for Product Development, CPD, which is focused on creating an environment for startup companies.

I) Party 1 - THE INSTITUTE

Shri Madhwa Vadiraja Institute of Technology and Management, Bantakal (hereinafter referred to as "SMVITM"), an entity incorporated under the laws of India and having its principle place of activity at Vishwothama Nagar, Bantakal, Udupi District, Karnataka, represented by its Principal.

II) Party 2 - COMPANY

SangamOne Connected Services Pvt Ltd (hereinafter referred to as "SangamOne"), No 8, National CHS, Sector 3, Airoli, Navi Mumbai 400708

Centre for Product Development (CPD) will undertake the following activities .

- Skill Development on various Technology Platforms
- Workshops on career-oriented Technology Topics of relevance
- Training Programs on need basis to facilitate students to acquire latest skills
- Industry Partnership and Consulting Services to bring additional revenue
- Fostering Innovation among interested students to develop new products

Msore

Prasanna

Principal

SHRI MADHWA VADIRAJA
INSTITUTE OF TECHNOLOGY & MANAGEMENT
Vishwothama Nagar, Udupi Dist.
BANTAKAL, 574116

[Signature]

- f) Encouraging students to participate in incubation programs leading to start-ups
- g) Provide technical support and marketing support for start-ups to scale up.

FACILITIES AGREEMENT

- A. **SMVITM** is specialized in providing value-added, holistic engineering education to students at affordable costs, in conducive academic ambience, leading to personality development and intellectual growth.
- B. **Sangamone Connected Services** is a company with experience in Mobile Application Development, Mobile Banking, Mobile Payments, Authentication and Security, Connected Cars, Industrial Internet of Things (IIoT), Android development, Java J2EE development, Web Programming, MySQL Database design and Embedded Systems..
- C. CPD's vision can be articulated as -"To make a positive impact in the entrepreneurial ecosystem in the country by sustaining, nurturing and growing the spirit of entrepreneurship, especially in the rural part of the country by setting up technology incubation Center to help SMVITM, Bantakal faculty, students, alumni and others to incubate technology companies by providing education, learning and training through workshops, seminars and conferences and to provide mentoring and networking opportunities for the development of entrepreneurs, industrialists and business / venture promoters and office functions and help them in the initial period by providing all necessary facilities to create and disseminate knowledge related to all the stages of Entrepreneurship and to act constructively instrumental in helping the Central and State Governments design policies for fostering entrepreneurship and to help companies in the ICT (Information and Communication Technologies) domain to start-with and can be enhanced in other domains related to it and to create the next generation of world class entrepreneurs through awareness, mentoring, networking, education and support to entrepreneurs by providing a platform on which people, students with entrepreneurial spirit and those interested in economic value creation can come together to share ideas, network and create partnerships"
- D. That to achieve such objectives **SMVITM** has decided to allow **SangamOne** to run and manage a Business Incubator (STARTUP CENTRE) herein called **Centre for Product Development (CPD)** in the premises of SMVITM to facilitate incubation of new enterprises with innovative technologies in various branches of science and engineering by admitting them in the Business Incubator/Start Up Centre and providing them physical, technical and networking supports and facilities, and thus promoting entrepreneurship at SMVITM, Bantakal.
- E. That an Understanding has been reached between **SMVITM** and **SangamOne** for providing the incubation facilities to the entrepreneurs.

[Signature]

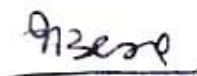
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Principal

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

[Signature]

NOW IT IS AGREED BY AND AMONGST THE PARTIES HERETO AS FOLLOWS:-

1. **Grant of Facilities:** SangamOne shall act and conduct itself in utmost honesty and diligence keeping in the mind the high goodwill and reputation of SMVITM and its entire operation shall be extremely transparent and above board, though it shall be liable to maintain confidentiality of the affairs and the transaction, and abide by all rules, regulations, policies, instructions issued by SMVITM from time to time. Upon being given such solemn assurance SangamOne has been allowed to run the **START UP CENTRE** (Business Incubation), which is effective from the date mentioned above, subject to due compliance of the terms stipulated by SMVITM in this agreement and the instructions which may be issued from time to time by SMVITM.
2. On the admission of SangamOne in the START UP CENTRE, SangamOne shall be provided with the following physical and infrastructural supports for carrying out its entrepreneurial activities during its stay in the START UP CENTRE:
 - a) **Physical Infrastructure:** An office space in Business Unit (BU) with furniture and fixtures, machines to occupy and use for entrepreneurial activities.
 - b) One Intercom/Landline telephone line.
- 2.1 Notwithstanding anything contained in this agreement, SMVITM shall have absolute right and ownership of the office space provided in the Business Incubator/Start Up Centre and to locate SangamOne in such place and in such manner as may be deemed fit by SMVITM in its absolute discretion.
- 2.2 **Common Infrastructure:** SMVITM will provide following facilities such as Conference/ meeting room, office facilities such as photocopying, printing etc. SangamOne shall ensure that the facilities are used only for the activities related to CPD.
3. The ownership and legal occupation of all assets and facilities so provided by SMVITM shall always rest with SMVITM. The support and facilities described above shall be herein after referred to as "Incubator/Start Up Centre facilities".
4. **Terms and Termination**
 - 4.1 This MoU shall come in to effect from **01 day of August 2018**, and shall remain in effect for a period of **Twelve (12) months**. After a period of Twelve months, MOU can be further extended on mutual agreement.
 - 4.2 Either Party shall have the right to terminate this MoU by giving ninety (90) days prior written notice to the other Party.




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

- 4.3 **PROFIT SHARE.** Apart from aforesaid consideration, for the Incubator/Start Up Centre facilities so provided, SangamOne pay 20% (Twenty percent only) consideration to SMVITM for all direct revenue earned by it through the CPD facilities. These include revenue from Workshops, Training Programs, Consulting Services etc.

5. **Intellectual Property Rights:**

- 5.1 This policy assures that the intellectual property arising from this agreement is used in the best interest of both parties and will jointly belong to CPD.
- 5.2 **SMVITM** will give the right of first refusal for the foreground Intellectual Property developed via this MoU to **SangamOne**. In case **SangamOne** is not interested in acquiring this IP, **SMVITM** would be free to use the IP as deemed fit by **SMVITM**.
- 5.3 **SMVITM**, its employees and the faculty / students are protected and indemnified from all liability arising from the development, marketing, or use of the particular intellectual property by **SangamOne**.
- 5.4 Both Parties shall retain their respective rights with respect to any equipment, methodologies, tools and technologies provided here under for the purpose of this MOU. Both Parties will ensure that such equipment, methodologies, tools and technologies are used solely for the purpose set out in this MOU.

6. **Arbitration**

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

Prasad

Prasad

Principal
SANGAMONIA VADIVANA
INSTITUTE OF TECHNOLOGY & MANAGEMENT
Vaduvanchery Nagar, Udupi Dist.
E: 0824242113

Prasad

7. **Governing Law and Jurisdiction.**

This MoU shall be governed by the laws of Republic of India. Any dispute arising in connection there with shall be submitted only to the Courts in Udupi, India.

8. **Non Solicitation**

SMVITM shall not directly or indirectly solicit, or cause to be solicited the employment of any employee of SangamOne, who is involved in the performance of its obligations under this MoU.

9. **Binding**

9.1 This MoU shall be binding on the Parties.

9.2 The Parties hereby acknowledge that this MoU is confined to the general terms agreed between the Parties for mutual co-operation.

10. **Entire Understanding**

This MoU contains the entire understanding of the Parties with respect to the subject matter addressed herein and supersede, replace and merge all prior understandings, promises, representations and agreements, whether written or oral, relating thereto.

IN WITNESS THEREOF, each of SMVITM and SangamOne has caused this MoU to be signed and delivered by its duly authorized representative.

Dr. Thirumaleshwara Bhat
Principal,
SMVITM, Bantakal
principal@sode-educ.in
+91 9449330555

Date: 01/08/2018

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

Witnesses

Co-Ordinator

Entrepreneurship Development Cell
SMVITM, Bantakal - 574 115

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

Mr. Chandrashekar Rao Kutyar
Founder and Lead Consultant
SangamOne Connected Services Pvt Ltd
cs@sangamone.com, +91 9481851276

SangamOne
Connected Services

Date: 01/08/2018

Place: Udupi

Witnesses

Professor & Head
Dept. of Mechanical Engg.
SMVITM, Bantakal-574 115



ENTREPRENEURSHIP DEVELOPMENT INSTITUTE OF INDIA

Near Village Bhat, Via Ahmedabad Airport & Indira Bridge, P.O. Bhat - 382 428, Dist. : Gandhinagar, Gujarat, India.

Tel. : +91-79-23969153, 23969158, 23969159, 23969161

E-mail : info@ediiindia.org

Telefax : +91-79-23969164

Website : www.ediiindia.org

S. B. Sareen

Sr. Faculty & Project Director: DST-NIMAT

EDII/DST-NIMAT/19-20/214

Date: 12/08/2019

SPEED POST

Dr. Thirumafeshwara Bhat

Principal

Shri Madhwa Vadiraja Institute of Technology and Management

Vishwothama Nagar, Bantakal

Udupi - 574 115

Karnataka

Kind Attention: Prof. Arun Upadhyaya, Assistant Professor

Dear Sir,

Sub: DST-NIMAT Project 2019-20: Sanction Order

Greetings from Entrepreneurship Development Institute of India, Ahmedabad!

This is with reference to your proposal submitted for conducting activities / programme(s) under the aegis of National Science & Technology Entrepreneurship Development Board (NSTEDB), Department of Science and Technology, Government of India, New Delhi.

We are happy to inform you that the following activities / programmes have been sanctioned:

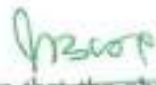
Sr. No.	Activity / Programme	No.	Amount in Rs.	Locations
1	Entrepreneurship Awareness Camp (EAC)	2	40000	As mentioned in proposal
	Total	2	40000	

You are requested to please go through the enclosed **Guidelines / Terms & Conditions** as it is mandatory to follow the same.

Please note that the **first installment is to be released on receipt of the following documents:**

1. Duly Signed Agreement
2. Duly Signed "Terms & Conditions"
3. Action Plan [Annexure-I]
4. Bank Details [Annexure-IA]

The funds will be transferred through RTGS/NEFT. Please make sure that the above said documents must reach us as early as possible, but not later than **ONE MONTH** of receiving this sanction letter. Non receipt of the same may be considered as your unwillingness to take up the programme(s).


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



For any additional information, please contact either me (Email ID: sareen@ediindia.org, Mobile: 09925110040) or my colleague **Mr. Prakash Solanki** (Email ID: psolanki@ediindia.org, Mobile: 09723816384).

We look forward to have a long term professional relationship.

Thanking you, with regards,

(S. B. Sareen)
Encl.: a. a

PRAKASH SOLANKI
SHRI RAMESH CHANDRA
INSTITUTE OF TECHNOLOGY & MANAGEMENT
Vishwothama Nagar, Udupi Dist.
BANTAKAL - 574 115



ENTREPRENEURSHIP DEVELOPMENT INSTITUTE OF INDIA

Near Village Bhat, Via Ahmedabad Airport & Indira Bridge, P.O. Bhat - 382 428, Dist. : Gandhinagar, Gujarat, India.

Tel. : +91-79-23969153, 23969158, 23969159, 23969161

E-mail : info@edindia.org

Telefax : +91-79-23969164

Website : www.edindia.org

Prakash Solanki

Faculty & National Project Coordinator

EDII/DST-NIMAT/18-19/RLS-I/014

Date: 07/08/2018

SPEED POST

Dr. Tirumaleshwara Bhat

Principal

Shri Madhwa Vadiraja Institute of Technology and Management

Vishwothama Nagar, Bantakal

Udupi - 574 115

Karnataka

Kind Attention: Mr. Arun Upadhyaya, Coordinator - Entrepreneurship Development Cell

Dear Sir,

Sub: 1st Installment of Programme/s Sanctioned under DST-NIMAT Project 2018-19

This is with reference to the Agreement signed between EDII and your organization for conducting programme(s) under DST-NIMAT Project 2018-19 to create techno-entrepreneurs and resource persons through Entrepreneurship Development Programme Agency.

As per the Agreement, 80% of the sanctioned amount per programme is to be released before commencement of the programme(s). Accordingly, Rs. 16000/- has been credited in your bank account on 04/08/2018. The detailed brake-up of the total amount is as following:

Sr. No.	Programme / Activity	No. of Programme Sanctioned	1 st Installment per Programme (Rs.)	Total Amount of the Programme (Rs.)
1	EAC	1	16000/-	16000/-
			Total	16000/-

You are requested to please send us the receipt for the same.

Thanking you, with regards

Yours sincerely,


Prakash Solanki

Encl. 1) Copy of Agreement, 2) Copy of T & C



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

To EDC coordinator
For needed action
14/8/18

SMVITM/078/2018-19
INWARD

DST - NIMAT PROJECT 2018 - 19

Implemented by:
Entrepreneurship Development Institute of India (EDII), Ahmedabad

Under the aegis of:
The National Science & Technology Entrepreneurship Development Board, DST, Govt. of India

Agreement between EDII and Programme Implementing Agency (PIA)

Entrepreneurship Development Institute of India (henceforth referred to as EDII) having its Head Office at Village & P.O. Bhat 382 428, Dist. Gandhinagar (Gujarat) and Shri Madhwa Vadisaja Institute of Technology & Management Vishwothama Nagar, Bantakal, Udupi Dist, Karnataka (Name & address of the Programme Implementing Agency (PIA)) hereby enter into the following Agreement on _____ (Date) at _____ (Place).

Shri Madhwa Vadisaja Institute of Technology & Management (Name of the PIA) has agreed to conduct of EAC(s) / ___ EDP(s) / ___ WEDP(s) / ___ TEDP(s) / ___ FDP(s). The programme (s) activity are to be conducted as per the terms and conditions enclosed.

General Guidelines

1. The grant being released should be exclusively spent on the specified purpose for which it has been sanctioned within stipulated time. Any unspent balance out of the amount sanctioned would be surrendered to EDII, Ahmedabad. Carry forward of unspent funds to the next financial year for utilisation for the same purpose may be considered only with the specific approval of the EDII, Ahmedabad.
2. The Programme Implementing Agency will furnish progress report of the work on the programme from time to time. In addition, appropriate persons may visit the Programme Implementing Agency periodically for ascertaining the progress of work and resolve any difficulties that might be encountered in the course of implementation. During the progress of the project, the PIA will provide all facilities to the Visiting Persons. On completion of the programme, consolidated report of the work done on the subject in a bond form shall be sent to EDII, Ahmedabad.
3. The Programme Implementing Agency shall furnish to EDII, Ahmedabad, Utilisation Certificates (copy enclosed) and an Audited Statement of Accounts pertaining to the grant within three months of completion of the programme / activity sanctioned.
4. The Programme Implementing Agency will maintain separate audited accounts for this project. If it is found expedient to keep a part or whole of the grant in a bank account earning interest, the interest earned should be reported to the EDII, Ahmedabad. The interest thus earned will be treated as a credit to the PIA to be adjusted towards further instalments of the grant, if any.
5. The Programme Implementing Agency will not entrust the implementation of the work for which the grant is being sanctioned in another organization and to divert the grant receipt as assistance to the latter institution. In case the PIA itself is not in a position to execute or complete the project, it would be required to refund the entire amount of grant-in-aid received by it to EDII, Ahmedabad.



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

[P.T.O.]

Now in witness whereof the parties to this present have here unto signed in this respective names and affixed their respective seal, the date and the year herein above written.

Signed, Sealed and Delivered by:

For hrcm

(Implementing Agency)
SHRI MADHYA VADRAJA
INSTITUTE OF TECHNOLOGY & MANAGEMENT
Vishwathama Nagar, Udupi Dist.
BANTAKAL - 574 114

For S. B. Sareen

(EDII)
S. B. Sareen
Project Director, DST-NIMAT

Place: Bantakal

Date: 09-6-18



Witnesses:

1. Signature: Prakash Solanki

(on the behalf of the Agency)
Name & Address of the Witness:

Associate Professor
Dept. of ECE
SMVITM, Bantakal
Udupi - 574115

2. Signature: Prakash Solanki

(on the behalf of EDII)
Name & Address of the Witness:

Prakash Solanki
Faculty & National Coordinator
Entrepreneurship Development Institute of India

hrcm

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

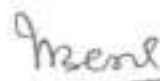
**TERMS AND CONDITIONS FOR CONDUCTING
ENTREPRENEURSHIP AWARENESS CAMP (EAC)**

1. Each camp of three days duration to be conducted in the premises of the academic institution.
2. Each EAC should have minimum 75 students having S & T background i.e., S&T graduate/diploma holders, students of degree/diploma in Science & Technology.
3. Industrial visit to be organized as part of EAC.
4. Programme Implementing Agency may like to provide inputs as per the suggested schedule placed at EDII website (www.ediindia.org).
5. Reading/reference material to be provided to the participants and the same can be downloaded from EDII - website (www.ediindia.org).
6. Financial assistance will be made available to the PIA @ Rs. 20,000/- per EAC as per the budget break-up given below:

Sr. No.	Expenditure Head	Amount in Rs.
1	Manpower including honorarium to experts	5000.00
2	Travel & Factory visit	4500.00
3	Miscellaneous & Contingency	7500.00
4	Administrative overheads	3000.00
	Total	20,000.00

7. First installment i.e., 80% to be released on receipt of the duly signed Agreement, Terms & Condition along with the Action Plan (as per Annexure-I) and Bank detail (Annexure-I(A)).
8. Programme Completion Statement (PCS) (as per Annexure - II) should be submitted separately for each programme within one week after completion of programme.
9. Second and final installment i.e., 20% to be released on successful completion of EAC, submission of Post Programme Report (PPR) (Soft Copy in Microsoft Word Format on CD & Hard Copy in Spiral Binding) within one month after completion of each programme as per the proforma placed at EDII website; (www.ediindia.org), submission of statement of audited expenditure (as per Annexure-III) and utilization certificate (as per Annexure-IV).


 Principal
 SHRIMADHWA VADIRAJA
 INSTITUTE OF TECHNOLOGY & MANAGEMENT
 Vishwothama Nagar, Udipi Dist.
 BANTAKAL - 574 115


 Principal
 Signature of Deputy Director
 SHRIMADHWA VADIRAJA
 INSTITUTE OF TECHNOLOGY & MANAGEMENT
 Vishwothama Nagar, Udipi Dist.
 BANTAKAL - 574 115

MEMORANDUM OF UNDERSTANDING

BETWEEN

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

AND

**SIMPLY SUPPORTED PVT. LTD. (SSPL)
MANGALURU**



Principal

**SHRI MADHWA VADIRAJA
INSTITUTE OF TECHNOLOGY & MANAGEMENT**
Vishwathama 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 574115, represented by its President, His Holiness Shri VishwavallabhaTheerthaSwamiji; and
2. Simply Supported Pvt. Ltd. (SSPL), an entity incorporated under the laws of India and having its principal place of business at 1 Floor, Shreyas Chambers, Chilimbi, Mangaluru, India - 575 006, represented by its Directors, Mr. Arun Prabha and Mr. Anirudh Rao.

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. SSPL was conceived with the aim of providing exposure to industry practices, techniques and technology to the engineering students and is promoted by professionals from diverse backgrounds to cater to the ever-increasing need for application based learning so as to create a support system to develop critical skills and close the gap between understanding and application of Civil Engineering.

DELIVERABLES

By signing this MoU, SMVITM and SSPL agree to work jointly in the following areas:

1. To conduct workshop/training activities each semester within or outside the premises of SMVITM & SSPL with the involvement of students and the faculty.
2. SSPL will organize for subject experts from the industry to train the students.
3. Training Subjects shall be revamped, developed and organized depending on the industry requirements.
4. Industry broadly means construction of single and multi-storeyed buildings and its construction of associated infrastructure. Training on Factory buildings, public infrastructures like dams, ports etc., do not form part of this proposal, but will be certainly included during favourable access to such project sites.
5. To develop suitable curriculum from time to time with a view of enhancing the employability of students.
6. To conduct industrial visits to give exposure to various equipment, industry practices, modern equipment etc.
7. To organize joint conferences and seminars;
8. To adopt a learner-centric teaching model.
9. To have a continual engagement through the duration of semester by conducting periodic examinations, technical quizzes etc.



Principal

SHRI MADHWA VADIRAJA
INSTITUTE OF TECHNOLOGY AND MANAGEMENT
Vishwothama Nagar, Bantakal, Udupi District, India 574115

10. To create a database of the students by adopting an independent evaluation for prospective employers.
11. Minimum of one week every semester shall be allotted for workshop/training activity and the timing of each of them shall be mutually agreed upon.
12. Assist in placing the students in reputed organisations/companies in the industry for which the eligibility criteria to participate in placements can be jointly decided by the HOD (Dept. of Civil Engg.) SMVITM and SSPL.
13. To assist in commencing student chapters of various professional organisations and also conduct activities/programs having societal impact under their respective banners.
14. Suitably advertise the infrastructure and lab facilities of SMVITM (through word of mouth / print / electronic media) wherever possible with mutual acceptance and within the rules and regulations of the participating institutes.

ENROLMENT & COURSE TRAINING

1. Training will combine classroom teaching, field visits & training, online video lectures, demonstrations, e-learning materials. The suitability of adopting a single method or a combination of methods shall be decided by SSPL in consultation with HoD-CV.
2. SSPL will notify the students' calendar of events regarding training programs from time to time.
3. The contents of the courses are liable to change or modify during the period of study.
4. It is the responsibility of the participants to attend all the training sessions that are held during semester and vacations both on campus and outside.
5. Arrangements for field visits, factory, or any other place intended for the purposes of training shall be the responsibility of the participant unless otherwise arranged or organized by the college.
6. SSPL will make every effort to provide the participant with all important knowledge during training sessions, as per the training plan and prevailing training norms.
7. Software training on any module is not part of standard offering. However, references could be drawn to such limited use, as required for training.

EVALUATION & ASSESSMENT

1. Continuous evaluation shall include quizzes, online & classroom tests, site practical demonstrations and micro projects.
2. SSPL shall share with industry participants' performance assessment of students and other such relevant information as may be deemed suitable for the purpose of employment.
3. Student Performance Assessments and Evaluations made at various stages are for the record of SMVITM & SSPL.

RIGHT OF TRAINING DOCUMENTS

1. All training documents are intended for the exclusive personal use of the participant.
2. SSPL gives the participant the single and non-transferable right to use the training materials. The participant is not allowed to reproduce the training materials in

particular to process them in electronic systems, duplicate, or modify them in any way, or distribute them in any form to third parties.

3. A copy of all the materials distributed to the participants (hard/electronic format) shall be handed over to HoD-CV for record purposes.

SHARING OF FACILITIES

1. Both SMVITM & SSPL shall make provisions to share their respective facilities in order to promote academic interaction in the areas of cooperation.
2. Conveyance of students for One-day field and industrial visits, In-plant training at neutral venues shall be assisted/facilitated by SMVITM.

PLACEMENT ASSISTANCE


SSPL's responsibility is to place a minimum of 15% of the participants in reputed companies in the industry and efforts shall be made to accommodate the remaining in closely associated companies/organisations/firms.

PRICES AND PAYMENTS

By signing this MoU, SMVITM has no obligation to make any payments to SSPL or vice versa except for those exclusively mentioned in this document.

TERMS AND CONDITIONS

1. The fees for the course for this academic year is ₹2,750/- inclusive of course materials, training, demonstrations and certificates.
2. 50% payment of the enrolled students shall be made within two weeks from the last date of payment announced for the students and the balance 50% on successful and satisfactory completion of the course, on production of necessary documents towards the same.
3. Payment shall be made through Demand Draft drawn in favour of Simply Supported Pvt. Ltd. or through any digital payment modes.
4. No refund of fees shall under any circumstance, regardless of when the notification was made to us.
5. If the training / workshop is held at the premises of SSPL, then the candidates have to make their own arrangements for food, accommodation and travel.
6. If the training / workshop is held at the premises of SMVITM, then honorarium, food, accommodation for TWO members (Resource persons) of SSPL shall be arranged by SMVITM, as per the prevailing norms.
7. SSPL will issue certificate to each candidate upon successful completion of the course requirements.
8. SSPL may take visual and/or audio recordings of students during the course and use these for promotional, management or educational purposes with due acknowledgement to SMVITM.



Principal

SRIKANDHVA VADIRAJA
INSTITUTE OF TECHNOLOGY & MANAGEMENT
Vadgaon, Thane, Maharashtra, India
EAST ANDAL 114115

TERM OF AGREEMENT AND TERMINATION

This MoU shall come into effect from the date of last signature, and shall remain in force for a period of **TWO years**. The same can be renewed on mutual agreement by both the parties, if required. Any deviations in all the above shall be done in consultation with the Principal/HOD-CV and consequent approvals.

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 writing or when delivered to the recipient by hand, registered mail or special courier during normal business hours to the following addresses:

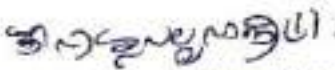
A. If to SMVITM, then to

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

B. If to SSPL, then to

Attn: Mr. Anirudh Rao
Director, Simply Supported Pvt. Ltd.
1 Floor, Shreyas Chambers,
Chilimbi, Mangaluru - 575 006

IN WITNESS WHEREOF, each of SMVITM and SSPL has caused this MoU to be signed and delivered by its duly authorized representative on Saturday, 11 November 2017.


H. H. Shri Vishwavallabha Theertha Swamiji
President, Shri Sode Vadiraja Mutt Education Trust ®
Udupi


Mr. Anirudh Rao
Director, SSSPL
Mangaluru




Principal
SHRI MADHWA VADIRAJA
INSTITUTE OF TECHNOLOGY & MANAGEMENT
VISHWOOTHAMA NAGAR, UDUPI DIST.
KARNATAKA - 574 115

MEMORANDUM OF UNDERSTANDING

BETWEEN

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

AND

**ADVANCED ELECTRONIC SYSTEMS (ALS)
BENGALURU**

Mscop

Principal

SHRI MADHWA VADIRAJA
INSTITUTE OF TECHNOLOGY & MANAGEMENT
BANTAKAL
BANTAKAL

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 574115, represented by its President, His Holiness Shri Vishwavallabha Theertha Swamiji; and
2. Advanced Electronic Systems (ALS), an entity incorporated under the laws of India and having its principal place of business at 143, 9th Main Road, Near Laggere Cross and Old Rajagopalnagar Police Station, 3rd Phase, Peenya Industrial Area, Bengaluru, India 560058, represented by its General Manager Mr. Sunil T. Shambhatnavar.

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. ALS is a leader in the field of design, development and manufacture of quality products based on microprocessors and microcontrollers, and solution provider for processor and controller based products, product assembly & integration and custom solutions\

DELIVERABLES

By signing this MoU, SMVITM and ALS agree to work jointly in the following areas:

1. Training the Faculty, Staff and Students in the field of Embedded and VLSI Systems, under Quality Improvement Programmes
2. Organizing industrial visits for the students
3. Internship and Project works for the selected students
4. Assisting in Placement of the students

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

Quality Improvement Programmes

5-day Training Program for Students: This is a 5-day training program for the students of SMVITM at ALS, conducted during vacation / semester-breaks. During this training, the

basic hands-on will be provided for 2nd year students, and advanced training on microcontrollers, HDL and ARM will be provided for 3rd and 4th year students

3-day Workshop on Servicing of Equipments: This is a 3-day workshop for the non-teaching technical staff of SMVITM, held at the college premises. During this training, the non-teaching technical staff will be trained to conduct servicing of lab equipments and installation of software.

2-day Workshop on HDL / 8051 Microcontroller / ARM7 / PLC: This is a 2-day workshop for teaching / non-teaching staff and students of SMVITM held at the college premises. This training covers the practicals as per the syllabus of VTU, with hands on practice.

The detailed information of the above Training / Workshops is enclosed.

PRICES AND PAYMENTS

By signing this MoU, SMVITM has no obligation to make any payments to ALS or vice versa. However, the Training and Workshop programs listed above are not free of charge. ALS 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 ALS, 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 SMVITM will take care of the local hospitality of maximum TWO resource persons
3. ALS will issue certificate to each candidate at the end of the program

TERM OF AGREEMENT AND TERMINATION

This MoU shall come into effect from the date of last signature, and shall remain in force for a period of TWO 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 writing or 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. Radhakrishna S. Aithal
Principal
Shri Madhwa Vadiraja Institute of Technology & Management
Vishwothama Nagar, Bantakal - 574 115
Udupi District, Karnataka

B. If to ALS, then to

Attn: Mr. Sunil T. Shambhatnavar
General Manager
Advanced Electronic Systems
143, 9th Main Road, 3rd Phase
Near Laggere Cross and Old Rajagopalnagar Police Station
Peenya Industrial Area, Bengaluru - 560058

IN WITNESS WHEREOF, each of SMVITM and ALS has caused this MoU to be signed and delivered by its duly authorized representative.

(ಶಿವಶಂಕರೇಂದ್ರಪ್ಪ):

H. H. Shri Vishwavallabha Theertha Swamiji
President
Shri Sode Vadiraja Mutt Education Trust @
Date: 30 March 2015
Place: SMVITM, Bantakal



Shri Sode Vadiraja Mutt Education Trust @
Shri Bhoo Varada Complex, Vadiraja Road
Cars Road UDUPI - 576 101

shubhat

Mr. Sunil T. Shambhatnavar
General Manager
Advanced Electronic Systems
Date: 30 March 2015
Place: SMVITM, Bantakal



9/23/05



**DVLlinks
PARTNER AGREEMENT**

BETWEEN

**SHRI MADHWA VADIRAJA INSTITUTE OF TECHNOLOGY AND MANAGEMENT, BANTAKAL
("SMVITM")**

AND

**CVC Pvt. Ltd. Bangalore
("CVC")**

[Handwritten signature]

**SHRI MADHWA VADIRAJA
INSTITUTE OF TECHNOLOGY AND MANAGEMENT
BANTAKAL**

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List of appendices:

Appendix 1 Software Products

Arshdeep

Principal
SHRI RAJESH VADKARIA
INSTITUTE OF TECHNOLOGY & MANAGEMENT
Vishwakarma Nagar, Udaipur Dist.
RAJASTHAN - 314 012

THIS AGREEMENT is made by and between

- (1) **Shri Madhwa Vadiraja Institute of Technology and Management (SMVITM)**, an entity incorporated under the laws of India and having its principal place of business at **Vishwothama Nagar, Bantakal, Udipi District, India 574115** including its Affiliates ("PARTNER"); and
- (2) **CVC Pvt. Ltd.** Bangalore, an entity incorporated under the laws of India and having its principal place of business at 422, VIBHU COMPLEX II Floor, 27th Main, Sector 1, HSR Layout, Bangalore, India, 560 102 ("CVC").

WHEREAS:

- (A) PARTNER is a specialist and Design-Verification service provider or top-notch, well recognized academic institution or EDA developer
- (B) CVC is a reputable developer, owner, manufacturer, distributor and publisher of VLSI & EDA technologies.
- (C) The Parties desire that PARTNER shall have the right to non-productively use certain software products and services to train and enhance the VLSI Design-Verification knowledge of its associates/employees/students and CVC shall undertake to deliver the same to PARTNER under and in accordance with the terms and conditions of this Agreement

NOW IT IS HEREBY AGREED:

DEFINITIONS

In this Agreement:

"Affiliate" of a Party shall mean an entity

- (i) Which is directly or indirectly controlling such Party;
- (ii) Which is under the same direct or indirect ownership or control as such Party; or
- (iii) Which is directly or indirectly owned or controlled by such Party.

For these purposes, an entity shall be treated as being controlled by another if that other entity has fifty percent (50 %) or more of votes in such entity, is able to direct its affairs and/or to control the composition of its board of directors or equivalent body.

"Intellectual Property Rights" shall mean patents (including utility models), design patents, and designs (whether or not capable of registration), chip topography rights and other like protection, copyright, trademark and any other form of statutory protection of any kind and applications for any of the foregoing respectively as well as any trade secrets.

"Non-Productive" shall mean the usage of the Software is limited to training purpose only and shall not be used for any commercial purposes for third parties.

"Party" and "Parties" shall mean CVC and/or PARTNER.

"Software" shall mean the software products and technologies and related documentation of CVC as defined in Appendix 1 as well as any updates, modifications and/or enhancements delivered by CVC to PARTNER.

GRANT OF LICENSE

- 1.1 CVC shall grant PARTNER a non-transferable, non-exclusive, royalty-free, worldwide, non-productive license to install, use, evaluate, monitor and test the Software on a basis and for a period until the next quarter after signing. The period renews automatically for three months to the next quarter if a Party has not terminated this Agreement according to clause 89.2. For the avoidance of doubt, PARTNER shall have the right to merge the Software with other software to test its functionality. Except for the back-up copy of the original copy of the Software received from CVC, PARTNER is not allowed to make copies of the Software.

- 1.2 PARTNER may be required to go through a qualification process prior to access to CVC's product(s) under this agreement.
- 1.3 CVC has no obligation to provide to the product(s) as in Appendix-A and reserves the right to terminate a product without any prior notice or reasoning.
- 1.4 PARTNER shall, upon CVC's request, prepare a summary report including general feedback on the Software based on the evaluation made by PARTNER. CVC agrees that for confidentiality reasons CVC is not entitled to use any report made by PARTNER for other than strictly internal use unless otherwise agreed by the Parties. However, PARTNER shall not be required to disclose any confidential and/or proprietary information to CVC regarding PARTNER, its business, or products, including without limitation any data, reports, interpretations, forecasts and records.
- 1.5 PARTNER shall have no commitment to purchase any further licenses to the Software. However, if PARTNER at its own discretion is willing to license the Software after the evaluation, the Parties may conclude a separate written contract with mutually agreed terms and conditions.

DELIVERY

- 1.6 By signing this Agreement CVC agrees and undertakes to deliver to PARTNER the Software, tools and other material as specified in Appendix 1 on such media as agreed between the Parties. .

CVC may provide PARTNER with updates, modifications and/or enhancements to the Software as may become available or authorized for dissemination during the term of this Agreement.

PRICES AND PAYMENTS

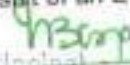
- 1.7 PARTNER shall have no obligation to make any payments to CVC under this Agreement. The license granted in this Agreement is royalty-free, and there is no license, user or any other type of fee for the license defined in Clause 0, or for CVC's obligations under Clause 0. If partner uses the Software productively without prior written approval by CVC being subject to pricing, Partner will pay fees according to then valid list price.

LIABILITY

- 1.8 Neither Party shall be liable in contract, tort or otherwise for any loss of revenue, profit, business or goodwill or any special, indirect, consequential, incidental or punitive cost, damages or expense of any kind howsoever arising under or in connection with this Agreement, except in the event of gross negligence or intentional misconduct.
- 1.9 EXCEPT AS STATED IN THIS PARAGRAPH, THE SOFTWARE IS PROVIDED TO PARTNER "AS IS" AND WITHOUT WARRANTY OF ANY KIND, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. CVC SHALL HAVE NO LIABILITY FOR ANY CONSEQUENTIAL OR SPECIAL DAMAGES ARISING FROM PARTNER'S INSTALLATION OR USE OF THE SOFTWARE.

FORCE MAJEURE

Neither Party hereto shall be liable for any breach of its obligations hereunder resulting from causes beyond its reasonable control including but not limited to war, acts of government, natural disasters, fire and explosion (an "Event of Force Majeure") to the extent such breach is due to an Event of Force Majeure. Each of the Parties hereto agrees to give notice forthwith to the other upon becoming aware of an Event of Force Majeure such notice to contain details of the circumstances giving rise to the Event of Force Majeure. If a breach due to an Event of Force Majeure shall continue for more than four (4) weeks or cumulatively exceeds a period of four (4) weeks, then the Party not in default shall be entitled to terminate this Agreement. Neither Party shall have any liability to the other in respect of the termination of this Agreement as a result of an Event of Force Majeure.


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

CONFIDENTIALITY

- 1.10 Each Party ("Receiving Party" for the purposes of this Clause 7) shall not disclose to third parties nor use for any purpose other than for the proper fulfillment of the purpose of this Agreement any technical or commercial information ("Information") received from the other Party ("Disclosing Party") in whatever form under or in connection with this Agreement without the prior written permission of the Disclosing Party save for Information which
- Was in the possession of the Receiving Party prior to disclosure hereunder; or
 - Was in the public domain at the time of disclosure or later became part of the public domain without breach of the confidentiality obligations herein contained; or
 - Was disclosed by a third party without breach of any obligation of confidentiality owed to the Disclosing Party; or
 - Was independently developed by personnel of the Receiving Party having no access to the Information.
- 1.11 Neither Party shall make any publicity on, press release of or reference to this Agreement, the other Party or the cooperation between the Parties unless otherwise agreed by the Parties.
- 1.12 Affiliates of a Party hereto engaged in the performance of this Agreement shall not be deemed to be third parties for the purposes of this Clause 7 on condition that the respective Party ensures full compliance by such Affiliates of all of the provisions of this Clause 7.
- 1.13 Each Party shall limit access to Information to those of its personnel for whom such access is reasonably necessary for the proper performance of this Agreement. Such personnel shall be bound by written confidentiality obligations not less restrictive than those provided for herein. For the avoidance of doubt, the confidentiality obligations of this Clause 7 shall not restrict the use of the Software by PARTNER as defined in Clause 0.
- 1.14 Notwithstanding the foregoing, neither Party shall be liable to the other for any unauthorized disclosure of Information if it can be established that it has exercised the same degree of care, but in any event not less than reasonable degree of care, in protecting the Information from such disclosure as it exercises in respect of its own confidential information and business secrets.
- 1.15 The provisions of this Clause 7 shall bind the Parties for a period of three (3) years from disclosure of the relevant piece of Information regardless of any earlier termination, cancellation or completion of this Agreement.
- 1.16 To the extent that the terms of a Non-Disclosure Agreement between the Parties relating to the subject matter hereof conflict with the terms of this Clause 7, this Clause 7 shall be controlling over the terms of said Non-Disclosure Agreement.

TERM OF AGREEMENT AND TERMINATION

- 1.17 This Agreement shall become effective on the date of last signature and remain in force until the license term defined in Clause 0 has ended, unless terminated earlier in accordance with this Agreement. Within 30 days following the termination of the license as defined in Clause 0 PARTNER shall return or destroy all copies of the delivered Software to CVC.
- 1.18 Each Party shall have the right to terminate this Agreement upon thirty (30) days prior written notice if the other Party is in breach of any material obligation under this Agreement and the breaching Party fails to remedy such breach within such notice period.

MISCELLANEOUS

- 1.19 This Agreement and the Appendices hereto state the entire agreement between the Parties relating to the subject matter hereof and supersede all prior communications, written and oral, between the Parties with the exception of the Non-Disclosure Agreement executed by the Parties in connection with this Agreement which Non-Disclosure Agreement shall be subject to Clause 1.16. All amendments and modifications to this Agreement shall be made by an instrument in writing signed by both Parties.

1.20 The Parties shall not be entitled to assign or transfer all or any of its rights, benefits and obligations under this Agreement without the prior written consent of the other Party.

1.21 Any notice given by one Party to the other shall be deemed properly given if specifically acknowledged by the receiving Party in writing or when delivered to the recipient by hand, registered mail or special courier during normal business hours to the following addresses (or such other address as may be notified in writing from time to time by either Party):

(a) if to **Shri Madhwa Vadiraja Institute of Technology and Management (PARTNER)**, to

Attn: **Prof. Dr. Radhakrishna S. Aithal**
Principal
Shri Madhwa Vadiraja Institute of Technology and Management
Vishwothama Nagar, Bantakal-574115
Udupi District, Karnataka, India

(b) if to CVC, to

Attn: Ajeetha Kumari, CEO & MD
422, VIBHU COMPLEX II Floor, 27th Main, Sector 1, HSR Layout, Bangalore, India, 560 102

Notices shall be deemed to be received on the first business day following receipt. Each communication and document made or delivered by one Party to the other pursuant to this Agreement shall be in the English language or accompanied by a translation thereof.

1.22 No failure to exercise, nor any delay in exercising, on the part of either Party, any right or remedy hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any right or remedy prevent any further or other exercise thereof or the exercise of any other right or remedy.

1.23 If, at any time, any provision hereof is or becomes illegal, invalid or unenforceable in any respect under the law of any jurisdiction, neither the legality, validity or enforceability of the remaining provisions hereof nor the legality, validity or enforceability of such provision under the law of any other jurisdiction shall in any way be affected or impaired thereby. The award shall be final and binding on the Parties.

1.24 This Agreement shall be governed by and construed in accordance with the laws of the State of Karnataka, India, excluding its choice of laws provisions.

Any dispute, controversy or claim arising out of or relating to this Agreement, or the breach, termination or validity thereof shall be finally settled by arbitration in accordance with the Arbitration Rules of the State of Karnataka, India Law. The arbitration shall be conducted in the State of Karnataka, India, in the English language. The award shall be final and binding on the Parties.

1.25 The following clauses shall survive any termination or expiry of the Agreement: 0, 0, 0, 9.6 and 9.7.

1.26 Headings are used for the purposes of references only and shall not affect the interpretation of this Agreement.

1.27 Joint marketing:

1.27.1 Partner's company name and/or logo will be listed on CVC's website

1.27.2 Participation in blogs, whitepapers and events as opportunities arise

1.27.3 Partner to receive CVC logo and description to list their membership in CVC's DVLinks program on their corporate website

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

IN WITNESS WHEREOF, each of PARTNER and CVC has caused this Agreement to be signed and delivered by its duly authorized representative.

PARTNER

By: **Shri Madhwa Vadiraja Institute of Technology & Management (SMVITM)**

Name: **H H Shri Vishwavallabha Theertha Swamiji**

Title: **President & Chairman**

Date: **28 August 2014**
For Shri Sode Vadiraja Mutt Education Trust (R.)

Name: **Prof. Dr. Radhakrishna S. Aithal**

Title: **Principal**

Date: **28 August 2014**

CVC Pvt. Ltd.

By: 

Name: **Ajeetha Kumari**

Title: **MD & CEO**

Date: **28 August 2014**

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President



SHRI MADHWA VADIRAJA
INSTITUTE OF TECHNOLOGY & MANAGEMENT
Vishwathalasa Nagar, Siddipet Dist
KARNATAKA, INDIA

Appendix 1

Software Products and Evaluation Period

Product:

(Note: Check mark individual product/service/training session as applicable)

- Go2UVM_Pkg
- Various CVC Training sessions as found at www.cvcblr.com/trainings
- DVEnc
- VIPs - specify specific title as applicable
- DVRules

Evaluation period: **4 weeks** from the date of receipt of the Software by PARTNER

The Software shall meet or exceed the general industry standards in the field in question. CVC shall deliver the Software to PARTNER to the premises of PARTNER after the signature of this Agreement but not later than by **4 weeks**.

The delivery address to PARTNER shall be

Prof. Dr. Radhakrishna S. Aithal
Principal
Shri Madhwa Vadiraja Institute of Technology and Management
Vishwothama Nagar, Bantakal, Udupi-574115, Karnataka

unless otherwise notified by PARTNER in writing.


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

MEMORANDUM OF UNDERSTANDING

BETWEEN

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

AND

**FE DESIGNS
BENGALURU**

Anzcorp

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 its President, His Holiness Shri Vishwavallabha Theertha Swamiji; and
2. FE Designs, an entity incorporated under the laws of India and having its principal place of business at #35, 2 Floor, Vanivilas Road, Basavanagudi, Bengaluru, India – 560 004, represented by its Proprietor, Mr. Amarnath S N.

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. FE Designs is a leader in the field of various structural designs, Proof checking of Post-tensioned flat slabs, Distribution of Design and Detailing software CYPE (from Spain) and CUBUS (from Switzerland) software products in India

DELIVERABLES

By signing this MoU, SMVITM and FE Designs agree to work jointly in the following areas:

1. Training the Faculty, Staff and Students in the field of latest technology software under Quality Improvement Programmes
2. Arranging technical guest lectures in the specialised 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.

Quality Improvement Programmes

5-day Training Program for Students: This is a 5-day training program for the students of SMVITM at FE Designs, conducted during vacation / semester-breaks. During this training, the basic hands-on professional Industrial training using latest technology software will be provided for 2nd year students, and advanced training will be provided for 3rd and 4th year students

Short duration Workshop on BIM: This is a short duration (2-3 days) workshop for the teaching / non-teaching staff / students of SMVITM, held at the college premises. This training covers the exercises as per the syllabus of VTU, with hands on practice.

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

PRICES AND PAYMENTS

By signing this MoU, SMVITM has no obligation to make any payments to FE Designs or vice versa. However, the Training and Workshop programs listed above may not be free of charge. FE Designs 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 FE Designs, 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 FE Designs shall be arranged by SMVITM, as per the prevailing norms of the Institute.
3. FE Designs will issue certificate to each candidate, either Faculty/Staff or student, at the end of the program

TERM OF AGREEMENT AND TERMINATION

This MoU shall come into effect from the date of last signature, and shall remain in force for a period of **TWO 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 writing or when delivered to the recipient by hand, registered mail or special courier during normal business hours to the following addresses:

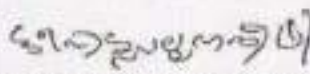
A. If to SMVITM, then to

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

B. If to FE Designs, then to

Attn: Mr. Amarnath S N
Proprietor, FE Designs
#35, 2 Floor, Vanivilas Road,
Basavanagudi, Bengaluru - 560 004

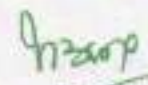
IN WITNESS WHEREOF, each of SMVITM and FE Designs has caused this MoU to be signed and delivered by its duly authorized representative.



H. H. Shri Vishwavallabha Theertha Swamiji
President, Shri Sode Vadiraja Mutt Education Trust @
Udupi



Mr. Amarnath S N
Proprietor, FE Designs
Bengaluru



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