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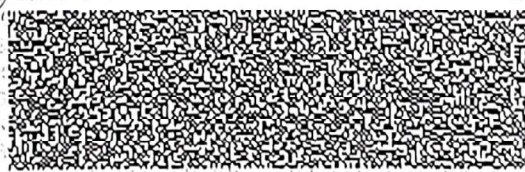
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Government of Karnataka

Rs. 100

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 Description : MOU  
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 First Party : AVAALI SOLUTIONS  
 Second Party : KSIT  
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Please write or type below this line

Memorandum of Understanding

Between

K'S Institute of Technology

And

Avaali Solutions Private Ltd

Statutory Alert:

1. The authenticity of this Stamp certificate should be verified at 'www.shclsestamp.com' or using e-Stamp Mobile App of Stock Holding. Any discrepancy in the details on this Certificate and as available on the website / Mobile App renders it invalid.
2. The onus of checking the legitimacy is on the users of the certificate.
3. In case of any discrepancy please inform the Competent Authority.



KARNATAKA GOVERNMENT OF KARNATAKA

This Memorandum of Understanding ("MOU") is entered into at effective as of 24.02.2022, by and between:

Avaali Solutions Private Ltd, a company incorporated under the provisions of the Companies Act, 1956 and having its registered office at 1st Floor, SV Towers, #27, 80 Feet Road, 6th Block, Koramangala, Bangalore - 560095 and hereinafter unless the context otherwise requires be referred to as "Avaali".

And

K S Institute of Technology, having its registered office and campus at 14, Raghuvanahalli, Kanakapura Main Road, Bengaluru- 560109 hereinafter unless the context otherwise requires be referred to as "K S I T".

WHEREAS K S I T and Avaali having felt the need to provide the learners with the trainings which may lead to enhanced skills, Avaali and K S I T agree to collaborate through the Avaali Academic Initiative Program.

WHEREAS K S I T and Avaali agree that all discussions between K S I T and Avaali are non binding unless and until the parties enter into written, definitive agreement signed by their duly authorized representative and neither party shall be obligated to enter into such an agreement.

Now therefore this MOU witnesses:

#### 1- DEFINITIONS

K S I T, shall include, unless repugnant to the context otherwise require, its associates-

"Faculty" hereby refers to Training Staff of K S I T

"Students" hereby refers to all the students of K S I T

"Program(s)" hereby refers collectively to Avaali Academic Initiative Program that includes initiatives like Process Mining, VIM Solution Management, Vendor Portal Management, Business Process Automation etc. for Engineering, IT & MCA students of colleges and Universities.

Academic Initiative Course as agreed with K S I T for which K S I T students or faculty members will receive training

Software" or "Product" means the Avaali computer software packages identified for introduction in the Program

Courseware" hereby refers to books or education material given in any form like soft copies like PDFs etc.

## **Perceived benefits of the collaboration**

### **a) K S I T**

- Opportunity to emerge as one of the competent entities in the academic circles in various areas of Information technology;
- Opportunity to be recognized by the Industry and academic circles as one of the preferred location/institution for acquiring training and skills in latest technology and software;
- Opportunity to students and faculty members to increase their knowledge and acquire skills on best-in-class automation Software
- Opportunity to learn from the practitioners in the industry
- Opportunity to setup a joint and co-branded Lab on the campus with Avaali, focused on various specialty areas like Business Process Automation, process mining etc
- Opportunity to conduct independent non-commercial research by faculty members as per guidelines from Avaali time to time
- Opportunity to conduct various seminar and workshops with Avaali in the institution

### **b) Avaali**

- Availability of skilled resource pool armed with Automation Software skills that Avaali may want to evaluate for recruitment
- Propagation of Automation Software and technology knowledge & skill to various students and faculty members

## **3- TERMS AND CONDITIONS**

### **a) Courseware and Training**

Avaali, through its own personnel or authorized business partners, will provide Courseware and/or perform the Training activities for Academic Initiative courses as per the details given below in Annexures. The MoU shall only govern the provision of products and services provided by Avaali.

Under this MOU, K S I T also assures Avaali that it will enrol its students and/or faculty members taking Avaali Academic Initiative courses every year from the effective date of the signing this MoU provided that K S I T



Students qualify for enrolment based on passing assessment tests that Avaali will conduct. It will also be the endeavour of the K S I T management to initiate the process of Avaali Academic Initiative courses to be included in their curriculum in case it has not been included so far.

#### **b) Software & Hardware**

The application on which trainings shall be conducted will be provided by Avaali and shall be the responsibility of Avaali subject to K S I T provides the requisites Hardware and OS required to run these applications. The requisite Hardware and Operating System Details are listed in Annexure A below.

Any other related software requirements as well as incremental hardware requirements, as listed in Annexure A shall remain the responsibility of K S I T

#### **4 - BREACH OF MOU**

In the event of any breach of the terms of this MOU, which is capable of rectification, by either party hereto, such other party shall be entitled to call upon the party to rectify such breach within fifteen days from the date of the notice, failing which the breach shall be deemed to be a material breach, and shall entitle such other party to rescind this MOU for material breach.

#### **5 – TERM AND TERMINATION**

The MOU shall be effective from the effective date, and shall be valid for a term of two (2) years, unless terminated earlier by either party, or extended mutually by both parties hereto, on the same terms and conditions as herein.

This MOU will terminate upon written notice by either party. The notice of termination should be issued at least 30 days before the intended date of termination unless extended or terminated earlier. If at any time any party wishes to withdraw from further evaluations and discussions in connection with the subject matter of this MOU and terminate this MOU, it may do so with or without cause and without liability by providing the other party with written notice of its intention to withdraw from further evaluations and discussions. (in case Avaali is providing training then Avaali to complete the batch in session irrespective of termination period / date, subject to all the payments and other obligations having been met by K S I T in a timely manner).

In the event of termination of this MOU for any reason whatsoever, including termination due to breach by Avaali, any software or courseware licenses granted to K S I T by virtue of this MOU, shall also stand automatically terminated without any further act of parties. K S I T will also return or destroy at Avaali's discretion, all material provided by Avaali including courseware slides, soft copy courseware provided by Avaali towards trainings.

The following obligations will survive termination of this MOU for any reason:

Use and nondisclosure of confidential information,



...mnification and Liability,

obligations to make payments of amounts by K S I T that become due by virtue of this MOU, prior to termination.

## 6 – LIMITATION OF LIABILITY

Neither party shall be liable for any indirect, punitive, special, incidental or consequential damages arising out of or in connection with this MOU, whether for breach of this MOU or in torts, including loss of business, data, revenue, profits, or for any third-party claims against the other.

## 7 – ARBITRATION

Any and all disputes, controversy or claims related to or arising in connection with this MOU shall first be referred to the Head of K S I T and Business Development Head, Academic Initiative for an informal resolution.

If this informal resolution does not resolve the dispute, then the matter will be referred to and settled by binding arbitration in accordance with the Arbitration and Conciliation Act, 1996. The status of any such arbitration shall be Bengaluru. The award of the arbitration may be enforceable in any court of competent jurisdiction. Each party shall bear its own costs and fees in connection with the arbitration.

If one of the parties refuses or otherwise fails to appoint an arbitrator within 30 days of the date the other party appoints, the first appointed arbitrator shall be the sole arbitrator, provided that the arbitrator was validly and properly appointed. All proceedings shall be conducted, including all documents presented in such proceedings, in the English language. The English language version of this Agreement prevails over any other language version.

## 8– GENERAL

This MOU shall not be construed to be an agency or a partnership or joint venture or an employment relationship. Neither party shall be entitled to bind the other party with any third party by its actions, unless it has specifically obtained the prior written consent of such other party to do so.

Each party is an independent contractor, and nothing under this MOU shall be construed to create an employment relationship, whether for tax or for any other purpose, nor any partnership or joint venture between the parties. No provision of this MOU grants either party any express or implied right of authority to assume or create any obligations or responsibility on behalf of or in the name of the other party, or bind the other party in any manner or thing whatsoever. Neither party nor its personnel shall be considered employees of the other.

Neither party shall assign or transfer this MOU or any benefits or rights or obligations accruing to it under this MOU, without the prior written consent of the other party.

Avaali shall during the term of this MOU be entitled to audit the courseware & the software license usage records of licenses hosted on K S I T premises as well as training attendance records maintained by K S I T. This audit can be conducted only during reasonable business hours and two weeks notice for audit. Cost of the audit is to be borne by Avaali.

The existence and substance of this MOU and the rights and obligations of the parties herein will be kept confidential by K S I T and will not be disclosed to any third party without the prior written consent of Avaali. Notwithstanding the foregoing, K S I T may make such disclosure to the extent required by law, court or statutory authority, in which case K S I T will promptly inform Avaali to allow Avaali a reasonable opportunity to obtain a protective order. Avaali and K S I T agree not to use the trademark, trade names, services or any other proprietary marks of the other party in any advertisement, press releases, publicity matters or other promotional materials without prior written approval of the other party. Provided that both parties agree to issue any press release, publicity or media interaction pertaining to this MoU signing or Avaali activities on campus which could be issued based on prior approval of the content from both parties. The use of Avaali Logo shall be subject to prior written permission by Avaali and under the terms of the applicable agreement such as Trade Mark License Agreement executed between K S I T and Avaali or Avaali's parent or affiliates. Any violation of this paragraph will amount to material breach and will lead to the termination of this MoU.

This MOU supersedes all prior oral or written communication, discussions and representations communicated between the parties hereto in respect of the subject matter of this MOU. Any modification to this MOU shall only be made by way of a written document duly executed by representatives of both parties hereto.

If any provision of this MOU is held to be unenforceable or illegal under certain circumstances for any reason, such decision shall not affect the validity or enforceability of such provisions under other circumstances or the remaining provisions hereof and such provisions shall be reformed only to the extent necessary to make them enforceable under such circumstances.

Any notice under this MOU will be in writing and delivered by hand or by registered mail, return receipt requested, to the other party at the registered office or as may be substituted by the notice. If any notice is sent by mail, notice will be effective on the date of receipt.

K S I T shall maintain at all times, a one-point contact for the Avaali trainings being conducted at the institution. Any change in the contacts below will be promptly notified to Avaali.

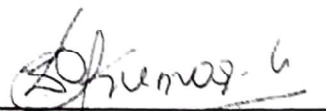
IN WITNESS WHEREOF, the parties hereto have executed this MOU on the date, month and year, hereinabove written.

WITNESSES:

For K S I T

Name: Dr. D K P KUMAR K

Designation: PRINCIPAL  
K.S. INSTITUTE OF TECHNOLOGY  
BENGALURU - 560 109.

Signature: 

For Avaali Solutions Private Ltd

Name: SRI VIDYA KANNAN

Designation DIRECTOR

Signature: 



## Annexure A

### Hardware and Software required to run Applications

1. Minimum 4GB Ram and i5 processor
2. Storage space on HDD
3. Uninterrupted Power supply
4. Licensed version of Windows OS/Any other Legitimate OS



**Memorandum of Understanding  
Between  
Personal Air Quality Systems  
And  
KAMMAVARI SANGHAM INSTITUTE OF TECHNOLOGY  
for  
Collaborative R&D in the area of Personal Health and Wellbeing**

**1. Purpose, Objectives and Goals:**

- 1.1. Purpose:** This Memorandum of Understanding (MoU) which establishes the framework for collaborative Research and Development in the area of Health IoT (hereafter called "Collaboration") entered on this date the 29<sup>th</sup> of October 2021 between Personal Air Quality Systems, a Startup company developing solutions for environmental issues that impact health and wellbeing, situated at A 308, 2nd Floor, Block II, KSSIDC Building Electronics City, Bangalore 560100, INDIA (hereafter called "PAQS"), represented by its CEO, A. Valdhyanahan and The Kammavari Sangham Institute of Technology No. 14, Raghuvanahalli, Kanakapura Road, Bangalore-560109, Karnataka (hereafter called "KSIT"), an institute of higher education represented by its Principal and Director, Dr. Dilip Kumar K, states as follows:

Collaborations under this MoU are focused on; R&D in Data Gathering, Data Analysis and Processing, Developing Machine Learning models in the area of impact of air pollution on Health and wellbeing of humans; visiting faculty or R&D assignments, B.E. / M.Tech. / Ph.D. programs, short-term training, and short-term courses. This MoU is intended to expedite research and development of new methods and technologies that can be implemented in support of PAQS and KSIT's mission to support and participate in National Clean Air Programme (NCAP). It is also aimed at enhancing the quality of research and education at PAQS and KSIT.

Both PAQS and KSIT, believe that this Collaboration will contribute to more efficient resource utilization and accelerate methods and technology advancement in mutually agreeable areas of research. The two organizations further believe that successful collaboration will leverage beneficial results via method and technology transfer, education, and training.

**1.2. Objectives:** PAQS and KSIT will work collaboratively to expedite development of methods and technologies that are needed to address the scientific issues in the fields of interest of both the institutions.

**1.3. Goals:**

- i. Identify and formulate research and development projects that address issues in respect of fields of scientific interest and establish arrangements that describe how personnel and resources of PAQS and KSIT will be effectively utilized to perform research and development projects addressing the said issues.
- ii. Perform collaborative research and development projects in an expeditious manner.
- iii. Provide products from the research and development projects in a form and format that can be easily used and understood by the target group.
- iv. Collaborate in setting up Center of Excellence in IoT (Internet of Things) and education and training programs at PAQS or KSIT with resource persons from KSIT as well as PAQS. These may involve B.E. / M.Tech. / Ph.D. programs with guides and co-guides from the two organizations, continuing education for KSIT and other industry employees, short-term assignments at KSIT for PAQS (or at PAQS for KSIT) faculty or staff, etc.

**2. Background and Program Scope:**

**2.1. Background:** Air pollution is caused by a number of pollutants, which include both solid and liquid particles suspended in the air (particulate matter (PM)), and various gases such as ozone (O<sub>3</sub>), nitrogen oxides (NO<sub>2</sub> or NO<sub>x</sub>), volatile organic compounds (VOCs), and carbon monoxide (CO) etc. PM<sub>10</sub> Particulate Matter), is a priority pollutant internationally due to their adverse effects on public health as well as its negative effects on sensitive ecosystems, materials, and climate. PM<sub>2.5</sub> is responsible for a variety of health effects including effects on the respiratory and cardiovascular systems, asthma, and premature death. NO<sub>2</sub> can affect the respiratory system causing inflammation of the airways. People with asthma or respiratory diseases are particularly sensitive and can show effects at low concentrations. SO<sub>2</sub> causes constriction of the airways leading to breathing difficulties, particularly in those suffering from asthma and chronic lung disease. The main threat to human health from CO is the formation of carboxyhemoglobin in the blood, which substantially reduces the uptake and transport of oxygen in the body. VOCs can have a variety of health effects. Some species are directly toxic to humans and some produce offensive odors at very low concentrations.

NCAP has acted as a great impetus for the development of country's high technology industry that can be utilized to meet the health sector needs. However, acute shortage of skilled engineers, lack of relevant academic and research programs beyond the critical mass in the universities, and poor university-industry collaboration are hampering such development. Hence there is a pressing need for collaborative R&D in Air Pollution and clean air technologies among the Industry and Academia.

The PAQS is an Electronic Systems Design and Manufacturing company providing end-to-end, real-time, and actionable solutions to enable healthy living for every individual, community, and city. PAQS leverages a combination of technologies to provide Context Aware Solutions. The PAQS Engine is an inclusive IoT platform consisting of integrating outdoor, indoor, and personal devices, analytics, and a front-end mobile and web App, and employs IoT + LI + ML(Internet of Things, Location Intelligence & Machine Learning) for analytics and hyper-local data.

KSIT presently has oriented its research in the areas of Networking, IoT, Security, Image processing and Analytics in conjunction with Machine Learning algorithms. Among its faculties, It has a critical mass of world class researchers with unique capabilities and expertise in the above mentioned areas.

The KSIT CoE-IOT seeks collaborations with PAQS to achieve the following;

- Carrying research and developing algorithms enable calibrating general commodity class sensors to provide acceptable range of Air Quality parameters.
- Conduct a study on academic performance and identify its relationship and dependency on both indoor and outdoor air quality.
- Design and Develop prototypes catering to personal health especially for those impacted by poor air quality leading to breeding problems.

The center hence intends to foster a collaborative and cross disciplinary research in vigorous fashion in years to come.

**2.2. Program Scope:** Under this MoU the two organizations; PAQS and KSIT will identify areas of research and development, Prototyping, and patents in the fields of interest as indicated above, that can be efficiently addressed through a collaborative approach. R&D programs and the education and training programs will be carried out in PAQS, Bangalore and at KSIT Center for Excellence in IoT, KSIT Campus, Bangalore. The MoU is expected to lead the collaborative R&D efforts at either organization, through entrepreneurial incubation cells.

### 3. Responsibilities:

#### 3.1. PAQS agrees to

- i. Exchange information consistent with the objectives and mandate of PQS, and identify areas of collaboration. Develop, formulate, and submit proposals of interest singly or jointly with KSIT to DBT, DIT, DST, national laboratories (such as R&D projects, technology assessment, testing, calibration and consultancy), and carry out such sponsored projects, describe specific R&D projects, education activities and training programs jointly pursued by PAQS and KSIT.
- ii. Facilitate Ph.D. programs: Guide / Major Advisor shall be from PAQS or KSIT as required for the project and Co-guide shall be the other organization from PAQS for each such program.
- iii. Facilitate its Center for Research (laboratories, library, office support, fields, etc.) for conducting such research work.



- iv. Formulate and carry out continuing education programs / short-term courses for industry employees within PAQS domains of expertise.
- v. Make provisions for KSIT faculty as deputed / Visiting Faculty or Adjunct Professors, for research, training and teaching at KSIT for short durations.
- vi. Participate in joint technical activities (e.g., inspections, workgroups, scientific or engineering panels) with representatives from KSIT and other organizations which may be established to provide technical advice and guidance on issues related to the fields of interest of both the organizations.
- vii. Assign a Contact Point and Technical Lead for interactions with KSIT.
- viii. Jointly prepare annual summary report on the progress made under this MoU for each of the collaborations, or other cooperative activities, that are agreed as part of this agreement (MoU).
- ix. Record, produce and maintain minutes of meeting as described in this MoU in respect of meetings held at PAQS.

### 3.2. KSIT agrees to;

- i. Exchange information consistent with the objectives and mandate of KSIT and identify areas of collaboration. Develop, formulate, and submit proposals of interest singly or jointly with PAQS to DBT, DIT, DST, National Laboratories (such as R&D projects, technology assessment, testing, calibration and consultancy), and carry out such sponsored projects, describe specific R&D projects, education activities and training programs that will be jointly pursued by PAQS and KSIT.
- ii. Facilitate research training at KSIT for PAQS Staff / students in areas of interest to KSIT and relevant to the M.Tech. programs pursued by the students and make provisions (Center laboratories, library, workshop, office support, etc.) for such training.
- iii. Formulate and carry out continuing education programs / short-term courses for industry employees within KSIT domains of expertise. 50% concession in fees for such programs for PAQS employees shall be provided.
- iv. Take PAQS faculty on deputation to work in KSIT on-going projects so that the faculty member may gain further experience.
- v. Participate in joint technical activities (e.g., inspections, workgroups, scientific or engineering panels) with representatives from PAQS, to provide technical advice and guidance on-issues related to the fields of interest of both the organizations.
- vi. Assign a Contact Point and Technical Lead for interactions with the PAQS.
- vii. Jointly prepare annual summary report on the progress made under this MoU for each of the collaborations, or other cooperative activities, that are agreed as part of this agreement (MoU).
- viii. Record, produce and maintain minutes of meeting as described in this MoU in respect of meetings held at KSIT.

**4. Memorandum of Understanding (MoU) Administration:**

- 4.1. Reports:** The status of work performed under this MoU will be reviewed on an annual basis. The KSIT Contact Point will take the lead and be responsible for organizing meetings, developing agenda and recording results of the meetings. Minutes of the meetings will be produced by KSIT and be distributed to meeting participants as well as to the CEO of PAQS, and Principal of KSIT. A central file (retained by KSIT) will be maintained.
- 4.2. Information Releases:** Principal KSIT and CEO PAQS will jointly review and approve information regarding MoU activities (meetings, new developments, etc.) prior to public release. Reports prepared under this agreement will stipulate specific procedures for the coordination, handling and public disclosure of information. All information disclosures concerning activities under this MoU or subsequent reports will comply with the guidelines of both the organizations governing the release of information. Where particular information protocols apply to a particular laboratory, or network of laboratories, those protocols will be followed by both parties to this MoU.
- 4.3. Security Classification:** The highest security classification applied by both the parties will govern the handling of information and reports under this MoU, as appropriate. The security classification and procedures will be stipulated in each report.
- 4.4. Facility Security, Health, Safety, and Environmental Compliance:** The host facility's security, health, safety, and environmental compliance programs will be followed by personnel when engaged in work activities as outlined in this MoU. Workers Injury Claims shall be covered by the employee's agency.
- 4.5. Reimbursement Policy:** Each party to this agreement will handle and expend its own funds, except as otherwise noted in this MoU. The responsibilities assumed by each party are contingent upon funds being available from which expenditures legally may be met.
- 4.6. Annual Management Meetings:** PAQS and KSIT will meet annually to plan and coordinate Collaboration under this MoU. Such meetings will be held at a mutually agreed upon location and on a date that is compatible with the planning and budgeting cycle of each organization. At this meeting, recommendations for adjustments to current activities, projects, and budget priorities will be proposed and agreed upon by the Contact Point for submission to the PAQS Director and Joint Registrar, KSIT for further action.
- 4.7. Semi-Annual Technical Discussions:** PAQS and KSIT will meet at least twice a year to discuss technical progress under each project or activity. These reviews will require technical information exchange by PAQS and KSIT Technical Leads. These meetings may include individuals from outside of PAQS and KSIT as mutually agreed to by the respective Points of Contact.



**4.8. Technical Lead Responsibilities:** Technical Leads for each project or activity will strive to engage in:

- Providing technical information exchange consistent with agency regulations governing the exchange or release of information
- Delivering written or verbal technical evaluations of progress
- Conducting visit to sites where research is underway
- Organizing and participating in technical workshops and scientist-to-scientist meetings
- Reporting on any exceptional accomplishments from, or impediments to, successful program or project execution
- Recommending improvements for the MoU activities

**4.9. Approvals:** All plans and activities designed to carry out this MoU must be agreed to and approved by PAQS and KSIT prior to commencement of any technical work.

**4.10. Disclosure and use of Proprietary Information:** Both PAQS and KSIT recognize that successful Collaboration depends on full and prompt exchange of Proprietary information (Information not generated in the performance of this MoU and is proprietary to the disclosing party) necessary for carrying out this MoU. The nature and amount of Proprietary Information to be acquired by either party will be consistent with the objectives stated in Section 1.2 (Objective), Section 1.3 (Goals) of this MoU.

**Disclosure:** Each party, upon request, will disclose to the other party any relevant Proprietary Information provided that:

- a) Such Proprietary Information is necessary to or useful in the R&D purposes under this MoU and will be considered as confidential information and shall not be disclosed to any third party without the disclosing party's consent;
- b) Such Proprietary Information may be made available without incurring liability to holders of proprietary rights; and
- c) Disclosure is consistent with the rules and regulations of the disclosing party and other may use the Proprietary Information however, the disclosing party will retain all its rights with respect to such Proprietary Information.

**4.11. Inventions and Licensing:** Activities conducted under this MoU and any project or other extramural arrangements may result in products or processes that are patentable. The organization whose work results in the invention shall disclose the invention to the other organization and then prepare, file, and prosecute patent applications. If protection is granted, the inventing organization will manage the invention in accordance with its rules and regulations. To be clear, title to all inventions and discoveries made by PAQS resulting from the research performed hereunder shall reside in PAQS; title to all inventions and discoveries made by KSIT resulting from the research performed hereunder shall reside in KSIT; title to all inventions and discoveries made jointly by PAQS and KSIT resulting from the research performed hereunder shall reside jointly in PAQS and KSIT.



Both parties agree to grant to the other party an option to negotiate an exclusive, royalty-bearing license to make, use or sell any invention or discovery owned wholly or partly by PAOS or KSIT and made or conceived and reduced to practice during the term of this MoU which have directly resulted from the performance of the research hereunder. PAOS or KSIT shall notify the other party of its desire to enter into such a license agreement, and a license agreement shall be negotiated in good faith between the parties.

**5. Period of Agreement:**

- 5.1. This MoU shall be effective for 5 (Five) years from the date of the last signature unless cancelled in writing by either of the participating organization with 90 days' notice.
- 5.2. This MoU will be reviewed annually by the Contact Point to determine if any changes or amendments should be incorporated. Such changes or amendments will be formally incorporated in the MoU within 90 days of the annual review.
- 5.3. Within 30 days of its expiry, this MoU may be renewed on same terms as on the date of expiry upon a signed agreement of renewal between the respective CEO PAOS and Principal KSIT.

6. **Governing Law:** Except as specifically provided for herein, all questions, disputes or differences arising under, out of or in connection with this MoU shall be settled in accordance with laws of India (both procedural and substantive) from time to time in force.
7. **Patent / Copyright Indemnification:** Either party will defend any suit against the other party arising out of any actual or alleged patent or copyright infringement of a valid Indian patent or copyright, to the extent based on the Proprietary Information disclosed by disclosing party to the aggrieved party, and indemnify for any final judgment assessed against aggrieved party resulting from the suit provided that aggrieved party notifies the disclosing party at the time it is apprised of the third-party claim.

**8. Names and Addresses of Parties:**

For PAOS

A. Vaidyanathan  
CEO, Personal Air Quality Systems  
A 308, 2nd Floor, Block II  
KSSIDC Building Electronics City  
Bangalore 560100



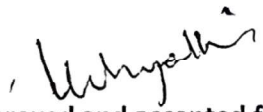
For KSIT

Dr. Dilip Kumar K  
Principal and Director  
KS Institute of Technology  
#14, Raghuvanahalli,  
Kanakapura Road, Bangalore-560109




**General Provisions:**

- 8.1. Nothing in this MoU supersedes any other MoU held by either party.
- 8.2. This MoU in no way restricts the parties from participating in similar activities or arrangements with other public or private agencies, organizations, or individuals.
- 8.3. This MoU describes in general terms, the basis upon which the parties intend to cooperate. It does not create binding, enforceable obligations against any party.



Approved and accepted for  
PAQS



Approved and accepted for  
KSIT



**KSIT**  
K.S. INSTITUTE OF TECHNOLOGY

Kammavari Sangham (R) 1952  
K.S. GROUP OF INSTITUTIONS

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**K.S. INSTITUTE OF TECHNOLOGY**

Approved by AICTE, New Delhi; Affiliated to VTU, Belagavi, Karnataka; Accredited by NAAC

# 14, Raghuvanahalli, Kanakapura Road, Bengaluru - 560 109.

Tel : 080 28435722 / 24, Fax : 080 28435723

E-mail : principal.ksit@gmail.com / principal@ksit.edu.in | Website : www.ksit.edu.in

### MEMORANDUM OF UNDERSTANDING

This Memorandum Of Understanding made at Bangalore on 2/5/2021, by and between NILADVANTAGE TECHNOLOGIES PVT LTD incorporated under companies Act, 2013 and rule 18 the companies (Incorporation) Rules, 2014 and having its office at Niladvantage Technologies Pvt Ltd.

91Springboard,175&176,  
Bannerghatta Main Rd, Dollars Colony  
Bangalore, 560076

Represented by its **Managing Director Niladri Das** herein after referred to as "THE FIRST PARTY") which expression shall unless repugnant to the context or meaning thereof be deemed to mean, bind and include its successors and assigns of the ONE PART

AND

#### **K. S INSTITUTE OF TECHNOLOGY**

Kanakapura Road,  
Bangalore- 560109

Represented by its **Principal / HOD / Management** hereinafter referred to as ("THE SECOND PARTY") which expression shall unless repugnant to the context or meaning thereof be deemed to mean, bind and its successors and assigns of the OTHER PART

#### ***WITNESSETH AS FOLLOWS***

- A. NILADVANTAGE TECHNOLOGIES PVT LTD Being a Tech Start up, also believes in sharing its domain expertise through its IT Services, Engineering Services, Training programs and Internship programs.Thus this memorandum is prepared to be a beneficial agreement between both to the host **K. S INSTITUTE OF TECHNOLOGY, BANGALORE** and **NILADVANTAGE TECHNOLOGIES PVT LTD**
- B. The Second Party is desirous of entering into a joint venture /agreement with the First Party to conduct a Internship program as mentioned in " A" above at the premises of first party or second party whose address is as mentioned above.
- C. The Joint Venture / Agreement will be run under their respective name and style.
- D. Both **K. S Institute of Technology** and **Niladvantage Technologies Pvt Ltd** shall remain solely as the brands of the respective parties. Both the parties shall not have any legal rights





**KSIT**  
K.S. INSTITUTE OF TECHNOLOGY

Kammavari Sangham (R) 1952  
K.S. GROUP OF INSTITUTIONS

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# 14, Raghuvanahalli, Kanakapura Road, Bengaluru - 560 109.

Tel : 080 28435722 / 24, Fax : 080 28435723

E-mail : principal.ksit@gmail.com / principal@ksit.edu.in | Website : www.ksit.edu.in

on the brand of the other party expect to purposes of the execution and operation of the joint venture, whose purviews are as mentioned in this memorandum of understanding.

**NOW IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERE TO AS FOLLOWS:**

1. The agreement remains valid from 2/5/2021 to 4/5/2025. The renewal of this agreement is subjected to mutual consensus between both the parties.

**2. FIRST PARTY'S OBLIGATIONS**

First party shall provide the following towards the same:

- Faculties / Guides to conduct Student Internship Program.
- Training on Technologies and / Programming Languages
- Exposure and work on Real time Projects
- Building of portfolio to add it on resumes
- Provide feedback mechanism by organizing periodical meetings.

**3. SECOND PARTY'S OBLIGATIONS**

- Adequate Infrastructure like class rooms, labs, computers etc., (if program is conducted at college premises)
- Electricity with UPS Backup
- Co ordination for conducting the program

**Illustration of the Program**

**Program Details:**

- Program Title : Java Developer/Software Associate/React Developer
- Duration : 1-2 Months
- Stipend : Based on Performance

**Schedule of the Program:**

- Training on Different Technologies and / Programming Languages - 1 weeks
- Exposure and work on Real time Projects - 3-4 week
- Building of portfolio to add it on resumes and interpersonal skills - 1 week

**Highlights of the Program:**



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- Speeches & tech talks from Industry experts on the latest technology and happenings in their companies & on different domains.
- Regular Monitoring of Students Performance on Daily Basis.
- Daily Review and Reports to be shared with the college
- Resume Preparation, Interpersonal Skills, Teamwork Development.
- Certificate awarded at the end of successful completion.

#### 4. DISPUTE RESOLUTION

Any claim, controversy or dispute arising out of or under this MOU, not settled by mutual agreement of the parties involved within 15 days after a party is provided written notice for settlement thereof, shall be referred arbitration. The arbitration shall be conducted by one arbitrator, and failing mutual agreement between the parties in respect of the appointment of the sole arbitrator with in a period of 30(thirty) days by three arbitrators who shall be appointed as follows: one nominated for the first party and the one nominated by the second party and the other chosen by the 2(two) accordance with the Indian Arbitration and Conciliation Act of 1996. The arbitration proceedings shall be conducted in Bangalore, India and shall be governed by the laws of India. The language of the arbitration shall be English. The Arbitral award shall be delivered not more than 6 (six) months from the date of initiation of the proceedings. The parties agree that until the arbitration proceeding s are complete, they shall not take their disputes to court of law. The costs and expenses shall be awarded by the arbitrators.

In the WITNESS, WHEREOF the parties here to have executed these presents the day and year herein above written

SIGNED AND DELIVERED by within

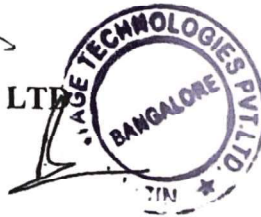
Named First Party

*Niladri D*

NILADVANTAGE TECHNOLOGIES PVT LTD

In the presence of,

*Beena.k*



SIGNED AND DELIVERED by within

Named Second Party

*DR. DILIP KUMAR.K*

*Dr. Dilip Kumar.K*  
PRINCIPAL

K S INSTITUTE OF TECHNOLOGY

K.S. INSTITUTE OF TECHNOLOGY  
BENGALURU - 560 109

In the presence of,

*Dr. Beena.B.Venkarapur*

*Beena.B.Venkarapur*





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E-mail : principal.ksit@gmail.com / principal@ksit.edu.in | Website : www.ksit.edu.in

## MEMORANDUM OF UNDERSTANDING

This Memorandum Of Understanding made at Bangalore on 30/9/2021, by and between Prinston Smart Engineers incorporated under companies Act, 2013 and rule 18 the companies (Incorporation) Rules, 2014 and having its office at Prinston Smart Engineers.

Prinston Smart Engineers,  
Electronic city, Begur Road  
Bangalore, 560068

Represented by its CEO Mr Asif herein after referred to as "THE FIRST PARTY") which expression shall unless repugnant to the context or meaning thereof be deemed to mean, bind and include its successors and assigns of the ONE PART

AND

### **K. S INSTITUTE OF TECHNOLOGY**

Kanakapura Road,  
Bangalore- 560109

### **Represented by its Principal / HOD / Management**

Hereinafter referred to as ("THE SECOND PARTY") which expression shall unless repugnant to the context or meaning thereof be deemed to mean, bind and its successors and assigns of the OTHER PART

### **WITNESSETH AS FOLLOWS**

- A. Prinston Smart Engineers Being a Tech Start up, also believes in sharing its domain expertise through its IT Services, Engineering Services, Training programs and Internship programs. Thus this memorandum is prepared to be a beneficial agreement between both to the host **K. S INSTITUTE OF TECHNOLOGY, BANGALORE** and **PRINSTON SMART ENGINEERS**
- B. The Second Party is desirous of entering into a joint venture /agreement with the First Party to conduct a Internship program as mentioned in "A" above at the premises of first party or second party whose address is as mentioned above.
- C. The Joint Venture / Agreement will be run under their respective name and style.
- D. Both **K. S Institute of Technology** and **Prinston Smart Engineers** shall remain solely as the brands of the respective parties. Both the parties shall not have any legal rights on the brand of the other party expect to purposes of the execution and operation of the joint venture, whose purviews are as mentioned in this memorandum of understanding.





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E-mail : principal.ksit@gmail.com / principal@ksit.edu.in | Website : www.ksit.edu.in

**NOW IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:**

1. The agreement remains valid from 30/9/2021 to 29/9/2025. The renewal of this agreement is subjected to mutual consensus between both the parties.

**2. FIRST PARTY'S OBLIGATIONS**

First party shall provide the following towards the same:

- Faculties / Guides to conduct Student Internship Program.
- Training on Technologies and / Programming Languages
- Exposure and work on Real time Projects
- Building of portfolio to add it on resumes
- Provide feedback mechanism by organizing periodical meetings.

**3. SECOND PARTY'S OBLIGATIONS**

- Adequate Infrastructure like class rooms, labs, computers etc., (if program is conducted at college premises)
- Electricity with UPS Backup
- Coordination for conducting the program

**Illustration of the Program**

**Program Details:**

- Program Title : Introduction to Machine Learning with Python
- Program Title : Cyber Security
- Program Title : Full Stack Development
- Program Title : Introduction to Data Science with Python
- Duration : 1-2 Months
- Stipend : Based on Performance

**Schedule of the Program:**

- Training on Different Technologies and / Programming Languages - 1 weeks
- Exposure and work on Real time Projects - 3-4 week
- Building of portfolio to add it on resumes and interpersonal skills - 1 week

**Highlights of the Program:**

- Speeches & tech talks from Industry experts on the latest technology and happenings in their companies & on different domains.
- Regular Monitoring Of Students Performance on Daily Basis.



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- Daily Review and Reports to be shared with the college
- Resume Preparation, Interpersonal Skills, Teamwork Development.
- Certificate awarded at the end of successful completion.

#### 4. DISPUTE RESOLUTION

Any claim, controversy or dispute arising out of or under this MOU, not settled by mutual agreement of the parties involved within 15 days after a party is provided written notice for settlement thereof, shall be referred arbitration. The arbitration shall be conducted by one arbitrator, and failing mutual agreement between the parties in respect of the appointment of the sole arbitrator within a period of 30(thirty) days by three arbitrators who shall be appointed as follows: one nominated for the first party and the one nominated by the second party and the other chosen by the 2(two) accordance with the Indian Arbitration and Conciliation Act of 1996. The arbitration proceedings shall be conducted in Bangalore, India and shall be governed by the laws of India. The language of the arbitration shall be English. The Arbitral award shall be delivered not more than 6 (six) months from the date of initiation of the proceedings. The parties agree that until the arbitration proceedings are complete, they shall not take their disputes to court of law. The costs and expenses shall be awarded by the arbitrators.

In the WITNESS, WHEREOF the parties here to have executed these presents the day and year herein above written

SIGNED AND DELIVERED by within

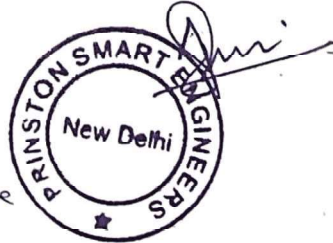
Named First Party

PRINSTON SMART ENGINEERS

In the presence of,

Dr. K. Rameshwar  
Principal, KSSiEM

K. Rameshwar



SIGNED AND DELIVERED by within

Named Second Party DR. DILIP KUMAR. K

K S INSTITUTE OF TECHNOLOGY

In the presence of,

*[Signature]*

CHIEF EXECUTIVE OFFICER  
Member Secretary  
Academic Advisory Board  
K.S. Group of Institutions

*[Signature]*

PRINCIPAL  
K.S. INSTITUTE OF TECHNOLOGY  
BENGALURU - 560 109.





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### MEMORANDUM OF UNDERSTANDING

This Memorandum Of Understanding made at Bangalore on 1/6/2021, by and between **Rapsol Technologies Pvt Ltd**, incorporated under companies Act, 2013 and rule 18 the companies (Incorporation) Rules, 2014 and having its office at no. 1036, 2<sup>nd</sup> floor, Sri Lakshmi Chambers, 26<sup>th</sup> Main, Jayanagar 4<sup>th</sup> block, Bangalore 560041, Represented by its **Managing Director Mr. Niranjan Balaji** (Hereinafter referred to as "THE FIRST PARTY") which expression shall unless repugnant to the context or meaning thereof be deemed to mean, bind and include its successors and assigns of the ONE PART

AND

**K. S INSTITUTE OF TECHNOLOGY**

Kanakapura Road,  
Bangalore- 560109

**Represented by its Principal / HOD / Management**

Hereinafter referred to as ("THE SECOND PARTY") which expression shall unless repugnant to the context or meaning thereof be deemed to mean, bind and its successors and assigns of the OTHER PART

### WITNESSETH AS FOLLOWS

- A. Rapsol Technologies Pvt Ltd Being a Tech Start up, also believes in sharing its domain expertise through its IT Services, Engineering Services, Training programs and Internship programs. Thus this memorandum is prepared to be a beneficial agreement between both to the host **K. S. INSTITUTE OF TECHNOLOGY, BANGALORE and RAPSOL TECHNOLOGIES.**
- B. The Second Party is desirous of entering into a joint venture /agreement with the First Party to conduct a Internship program as mentioned in "A" above at the premises of first party or second party whose address is as mentioned above.
- C. The Joint Venture / Agreement will be run under their respective name and style.
- D. Both **K. S. Institute of Technology and Rapsol Technologies Pvt Ltd** shall remain solely as the brands of the respective parties. Both the parties shall not have any legal rights on the brand of the other party expect to purposes of the execution and operation of the joint venture, whose purviews are as mentioned in this memorandum of understanding

### NOW IT IS HEREBY AGREED BY AND BETWEEN THE PARTIESHERETO AS FOLLOWS:

1. This agreement is renewable after **FIVE** years from the date of initial agreement. The renewal of this agreement is subjected to mutual consensus between both the parties.
2. **FIRST PARTY'S OBLIGATIONS**  
First party shall provide the following towards the same:





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**K.S. INSTITUTE OF TECHNOLOGY**

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E-mail : [principal.ksit@gmail.com](mailto:principal.ksit@gmail.com) / [principal@ksit.edu.in](mailto:principal@ksit.edu.in) | Website : [www.ksit.edu.in](http://www.ksit.edu.in)

- Faculties / Guides to conduct Student Internship Program.
- Training on Web Technologies and / Programming Languages
- Exposure and work on Real time Projects
- Building of portfolio to add it on resumes
- Provide feedback mechanism by organizing periodical meetings.

### 3. SECOND PARTY'S OBLIGATIONS

- Adequate Infrastructure like class rooms, labs, computers etc., (if program is conducted at college premises)
- Electricity with UPS Backup
- Co ordination for conducting the program

### Illustration of the Program

#### Program Details:

- Program Title : Industry oriented Internship Program
- Duration : 30Days \* 6 Hours Per Day

#### Program Fees according to strength:

- Rs.5000 / Student ( min 50 Students)
- Rs.5500 / Student (40 - 50 Students)
- Rs.6000 / Student (30 - 40 Students)
- Rs.6500 / Student (20 - 30 Students)
- Rs.7000 / Student (10 - 20 Students)
- Rs.8000 / Student (5 - 10 Students)
- Rs.10000 / Student (1 - 5 Students)

#### Schedule of the Program:

- Training on Different Technologies and / Programming Languages / CAD tools - 2 weeks
- Exposure and work on Real time Projects - 1 week
- Building of portfolio to add it on resumes and interpersonal skills - 1 week

#### Highlights of the Program:

- Speeches & tech talks from Industry experts on the latest technology and happenings in their companies & on different domains.
- Regular Monitoring Of Students Performance on Daily Basis.
- Daily Review and Reports to be shared with the college
- Resume Preparation, Interpersonal Skills, Teamwork Development.



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- Certificate awarded at the end of successful completion.

#### 4. Fees Collection

- All the revenues generated from the prescribed course fees can be handed over to Rapsol technologies Pvt Ltd as per the above mentioned program fees, with 50% in advance 50% balance after the program completion.

#### 5. DISPUTE RESOLUTION

Any claim, controversy or dispute arising out of or under this MOU, not settled by mutual agreement of the parties involved within 15 days after a party is provided written notice for settlement thereof, shall be referred arbitration. The arbitration shall be conducted by one arbitrator, and failing mutual agreement between the parties in respect of the appointment of the sole arbitrator with in a period of 30(thirty) days by three arbitrators who shall be appointed as follows: one nominated for the first party and the one nominated by the second party and the other chosen by the 2(two) accordance with the Indian Arbitration and Conciliation Act of 1996. The arbitration proceedings shall be conducted in Bangalore, India and shall be governed by the laws of India. The language of the arbitration shall be English. The Arbitral award shall be delivered not more than 6 (six) months from the date of initiation of the proceedings. The parties agree that until the arbitration proceeding s are complete, they shall not take their disputes to court of law. The costs and expenses shall be awarded by the arbitrators.

In the WITNESS, WHEREOF the parties here to have executed these presents the day and year herein above written

SIGNED AND DELIVERED by within

Mr. Niranjan Balaji  
Managing Director  
Named First Party

*For Rapsol Technologies Private Limited*  
  
**DIRECTOR**

**RAPSOL TECHNOLOGIES PVT LTD**

In the presence of,



Prof. Beena K  
Asst. Professor,  
Dept. of CSE, KSIT







**KSIT**  
K.S. INSTITUTE OF TECHNOLOGY

Kammavari Sangham (R) 1952  
K.S. GROUP OF INSTITUTIONS

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E-mail : principal.ksit@gmail.com / principal@ksit.edu.in | Website : www.ksit.edu.in

SIGNED AND DELIVERED by within

Dr. Dilip Kumar K  
Principal & Director  
Named Second Party

**K S INSTITUTE OF TECHNOLOGY**

In the presence of,

- PRINCIPAL

K.S. INSTITUTE OF TECHNOLOGY  
BENGALURU - 560 109.

Dr. Rekha B Venkatapur  
Professor & Head,  
Dept. of CSE, KSIT

Head of the Department  
Dept. of Computer Science & Engg.  
K. S. Institute of Technology  
Bengaluru -560 109

D.



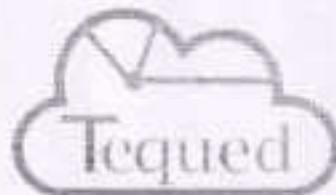
**MEMORANDUM  
OF  
UNDERSTANDING  
BETWEEN**



**KSIT**  
K S INSTITUTE OF TECHNOLOGY

**K S INSTITUTE OF TECHNOLOGY,  
BANGALORE**

**&**



**TEQUED LABS PRIVATE LIMITED,  
BANGALORE**

**September, 2018**

## MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding ("MoU") is made on 11<sup>th</sup> of September 2018, by and between:

**K S INSTITUTE OF TECHNOLOGY (KSIT)**, No.14, Raghuvanahalli, Kanakapura road, Bangalore an entity incorporated under the laws of India and having its Principle place of activity at Bangalore, India represented by its Principal. (Hereinafter referred as "KSIT").


AND


**TEQUED LABS PRIVATE LIMITED**-having its Registered Office - No 10, BSK 3rd Stage, Bangalore, Karnataka, India, 560085(hereinafter referred as "TEQUED LABS"):

**KSIT and TEQUED LABS** shall be hereinafter collectively be referred to as "Parties" and individually as "KSIT – First Party and TEQUED LABS – second party" respectively.

### WHEREAS

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

  
**Dr.T V Govindaraju**  
Principal,  
KSIT, Raghuvanahalli  
Bangalore-560109

  
**Mr. Supreeth Y S**  
Director and CEO  
TEQUED LABS,  
Bangalore - 560085

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

**1. Scope**

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

1.2 The primary goals are:

- **Conducting Faculty Development Programs (FDPs):** Faculty Development / Certification Programs are to be conducted in the KSIT Campus for the Faculty members of the college / other colleges to get trained in technologies/domains like Virtual and Augmented Reality, Artificial Intelligence, Machine Learning, IOT, Data Science, Robotics etc
- **Conducting Workshops/ Events/ Training Modules:** Workshops/ Events / Training Modules are conducted in the in the above mentioned fields for the benefit of the Students.
- **Technology Foundation Courses** with hands-on experiential training to students for enhancing their technical skills:

1. Programming languages like

- Python
- R
- Java
- C++
- Ruby

2. Internet of Things (IoT)

3. Artificial Intelligence (AI)

4. Virtual and Augmented Reality

5. Advanced Engines Management System

6. Data Science


7. Blockchain


8. Mobile Application Development

9. Courses for Civil Engineering students

10. Internships and Project Work facilitation

11. Expert Lecture on need basis

  
**Dr. T V Govindaraju**  
Principal,  
KSIT, Raghuvanahalli  
Bangalore-560109

  
**Mr. Supreeth Y S**  
Director and CEO  
TEQUED LABS,  
Bangalore - 560085



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


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


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

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 mentioned in this MoU. Dates are to be decided by mutual consultation.

3. **Responsibilities of KSIT:**

- a. To provide necessary classroom and laboratory infrastructure with Hardware, Software and a designated Faculty In-charge for conducting the program.
- b. To identify and make available interested students internally as desired by KSIT to participate in the program.

  
**Dr. T V Govindaraju**  
Principal,  
KSIT, Raghuvanahalli  
Bangalore-560109

  
**Mr. Supreeth Y S**  
Director and CEO  
TEQUED LABS,  
Bangalore - 560085

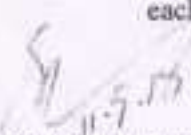
4. **Responsibilities of TEQUED LABS:**


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

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

KSIT and TEQUED LABS jointly agree:

- a. To closely work together to bring paid Workshop/Training opportunities for colleges nearby. The workshops will be technically supported by TEQUED LABS. Travel and accommodation of the trainers/trainees will be taken care either by college or TEQUED LABS 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 TEQUED LABS
- c. In case of additional funding required to develop expertise on consulting, KSIT and TEQUED LABS will put up joint project proposal for funding by govt or any other agencies.
- d. To work towards success of projects and relationship fostering between both the parties.
- e. To enter into a separate non-Disclosure agreement to safeguard and protect each other's data confidentiality and other interests.

  
**Dr. T V Govindaraju**  
Principal,  
KSIT, Raghuvanahalli  
Bangalore-560109

  
**Mr. Supreeth Y S**  
Director and CEO  
TEQUED LABS,  
Bangalore - 560085

## 6. Terms and Termination

6.1 This MoU shall come in to effect from 14<sup>th</sup> day of September 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 (30) days prior written notice to the other Party.

## 7. Confidentiality

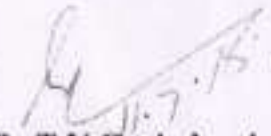
7.1 Neither Party shall, without the prior written consent of the other Party disclose to any third party the contents of this MoU or any information obtained by either Party in performance of or in connection with this MoU. The Parties agree to take all reasonable measures to maintain the confidentiality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

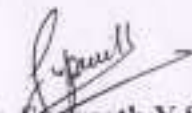
7.2 The obligations of confidentiality shall come into effect upon the signing of this MoU and shall survive even after the termination of this MoU.

## 8. Commercial

The commercials for each consulting/Training opportunity shall be:

- a. A course like AR/VR, IoT, AI, Machine learning, are very high in demand and is highly priced in the Market. However, in the interest of the students, TEQUED LABS, will provide training at very reasonable rates without compromising on the quality of education. Here is the mutually agreed fee structure:
  - I. Training fee structure will be jointly fixed by both the parties.
  - II. The Cost for the Board/ Kits /other training materials shall be charged to the students.
  - III. Food & Lodging Facility for TEQUED LABS Experts during training will be provided by TEQUED LABS.

  
Dr. T V Govindaraju  
Principal,  
KSIT, Raghuvanahalli  
Bangalore-560109

  
Mr. Supreeth Y S  
Director and CEO  
TEQUED LABS,  
Bangalore - 560085



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 If any project done by students under the guidance of Tequed Labs result in an IP, it will be shared between the 3 parties ie between Student/s, KSIT and Tequed Labs.


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

9.4 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.

10. **Arbitration**

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

  
**Dr. T V Govindaraju**  
Principal,  
KSIT, Raghuvanahalli  
Bangalore-560109

  
**Mr. Supreeth Y S**  
Director and CEO  
TEQUED LABS,  
Bangalore - 560085

11. **Governing Law and Jurisdiction.**

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

12. **Non Solicitation**

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


13. **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.


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.

  
Dr. T V Govindaraju  
Principal,  
KSIT, Raghuvanahalli  
Bangalore-560109

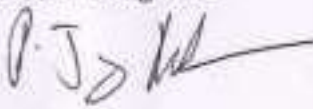
  
Mr. Supreeth Y S  
Director and CEO  
TEQUED LABS,  
Bangalore - 560085

IN WITNESS THEREOF, each of **KS Institute of Technology, Bangalore** and **TEQUED LABS** - having its Registered Office No 10, BSK 3rd Stage, Bangalore, Karnataka, India, 560085 has caused this MoU to be signed and delivered by its duly authorized representative.

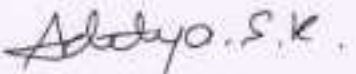
  
**Dr. T V Govindaraju**  
Principal,  
KSIT, Raghuvanahalli  
Bangalore-560109

  
**Mr. Supreeth Y S**  
Director and CEO  
TEQUED LABS,  
Bangalore - 560085

Date: 14/9/18  
Place: Bangalore

  
Witnesses

Date: 14.09.2018  
Place: Bangalore

  
Witnesses





# Tequed Labs

(Incubated by NASSCOM)

Annexure 1

Date: 8th December

2021

Extending the Validity of the MOU The validity of this MOU shall be extended up to **December 31<sup>st</sup> 2024.**

**All the clauses mentioned in the MOU shall remain unchanged**

**For TEQUED LABS PVT. LTD.**

Supreeth Y S

Director and CEO  
ECE

Tequed Labs Pvt Ltd Bangalore

Dr P N Sudha

HOD, Department of

KSIT  
HEAD OF THE DEPARTMENT  
Dept. of Electronics & Communication Engg  
K.S. Institute of Technology  
Bangaluru - 560 109



**TOYOTA**

**NANDI TOYOTA**

MOTOR WORLD PRIVATE LIMITED

46/3A, Kudlu Gate, 7th Mile,

Hosur Road, Bangalore - 560 068.

Ph : 080 -40431111

Website : www.nanditoyota.com

**KAMMAVARI SANGHAM INSTITUTE OF TECHNOLOGY,  
DEPARTMENT OF MECHANICAL ENGINEERING  
BENGALURU-560109**

**&**

**NANDI VISHWAVIDYALAYA,  
NANDI TOYOTA,  
MOTOR WORLD PRIVATE LIMITED, BENGALURU-560068**

**Memorandum of Understanding  
Between**

**Kammavari Sangham Institute of Technology,  
Department of Mechanical Engineering  
Bengaluru**

**&**

**Nandi Vishwavidyalaya,  
Nandi Toyota,  
Motor World Private Limited, Bengaluru**

**MOU Signed at:**

Nandi Vishwavidyalaya, Nandi Toyota,

Motor World Private Limited

#46/3A, 7th Mile, Kudluga,

Hosur road, Bengaluru-560068

**Date: 18-09-2021**

The Memorandum of Understanding between Kammavari Sangham Institute of  
Technology, Department of Mechanical Engineering

Bengaluru-560109

&

Nandi Vishwavidyalaya, Nandi Toyota,

Motor World Private Limited,

Bengaluru-560068

This Memorandum of understanding [MoU] is made in the month of September-18-2021 between Kammavari Sangham Institute of Technology, engaged in the promoting and provide quality technical education at all levels to the student community in general, Affiliated to VTU, Belagavi & Approved by AICTE, New Delhi, Accredited by NAAC & IEI, having its office at #14, Kanakapura Road, Raghuvanahalli, Bangalore City Municipal Corporation Layout, Bengaluru, Karnataka 560109. Represented by its Principal/HoD (ME) on the one part,

&

Nandi Vishwavidyalaya, an Automobile based Training Centre of Nandi Toyota, having its registered office at Motor World Private Limited, # 46/3A, 7<sup>th</sup> Mile, Kudlu Gate, Hosur Road, Bengaluru-560068, represented by its Dean on the other part.

Based on the Directions of VTU & AICTE, Kammavari Sangham Institute of Technology has approached Nandi Vishwavidyalaya for undergoing Internship Programme and other Automobile related programmes for its Engineering students. The MoU is made for "Internship Program" and imparting Skill Development Training under different training programs organized by Nandi Vishwavidyalaya in the field of Automobile.

In this connection, the following points are agreed upon:

**1. Objective:**

The objective of the Nandi Vishwavidyalaya is to provide Internship Program / Technical / Soft skills development of advanced automotive technology through hands on experience, and thus enhance employment opportunities in the field of Automobile & Allied Industry. Towards enhancing this objective, the Kammavari Sangham Institute of Technology will mobilize its students to undergo Internship Program and skill-development training to enable them to be industry ready.



## 2. Recitals:

- i. Nandi Vishwavidyalaya has provided Internship Program / various Technical / Soft Skill Training in Advanced Automotive Technology and Automobile Sales & Servicing areas to students of Engineering Graduates & Polytechnic Students.
- ii. Kammavari Sangham Institute of Technology is an engineering college engaged in imparting education to develop professional skills and prepare the students for employment and higher education.
- iii. The purpose of the agreement is with reference to defining the areas of co-operation benefiting both Kammavari Sangham Institute of Technology and Nandi Vishwavidyalaya.

## 3. Scope of Agreement:

### a. Nandi Vishwavidyalaya

- i. Nandi Vishwavidyalaya in liaison with Kammavari Sangham Institute of Technology shall provide Internship Program / various technical / soft Skill training programmes to the students / participants mobilized by Kammavari Sangham Institute of Technology.
- ii. Nandi Vishwavidyalaya will provide Internship Program / various technical / Soft skill training program to different categories of students referred by Kammavari Sangham Institute of Technology.
- iii. Nandi Vishwavidyalaya, unless otherwise stated, will utilize its premises, subject experts, software and training kits / equipment for conducting the programs.

**b. Kammavari Sangham Institute of Technology**

- i. To utilize the expertise of Nandi Vishwavidyalaya to its students, Kammavari Sangham Institute of Technology will mobilize its students.
- ii. The Kammavari Sangham Institute of Technology will mobilize Students to undergo Internship Programme at Nandi Vishwavidyalaya every year.
- iii. Subject to mutual convenience, Kammavari Sangham Institute of Technology may utilize the services of the Faculty of Nandi Vishwavidyalaya to render specialized domain intervention. Also may conduct free technical sessions in order to promote the Nandi Vishwavidyalaya training programs and provide promotional materials to motivate the students.

**4. Program Support & Methodology:**

- i. The Internship Program / various technical / soft Skill training programmes shall be conducted at the premises of Nandi Vishwavidyalaya, Nandi Toyota or at Kammavari Sangham Institute of Technology if the Nandi Vishwavidyalaya satisfies itself on the adequacy of the infrastructure to conduct part of such programmes at Kammavari Sangham Institute of Technology.
- ii. Nandi Vishwavidyalaya shall provide all support needed for imparting the necessary programmes to the student mobilized by Kammavari Sangham Institute of Technology.
- iii. Each training program of specified duration will be carried out on mutually agreed terms.
- iv. Nandi Vishwavidyalaya will issue the certificates to students after successful completion of the programme. The feedbacks are solicited and will be taken positively as for as possible by Nandi Vishwavidyalaya.



## 5. General Agreements

- i. Both the parties agree that no action / failure on either part, to act relating to the above proposal, will give raise to / serve as the basis for any claim, obligation or liability on either side.
- ii. Both the parties can issue press release, make public announcement, or other such disclosure related to this Agreement without the other party's prior consent as long as it does not affect the objective, ethical values and reputation of the respective Institutions.
- iii. This Agreement may be amended with the prior written consent of both the parties.
- iv. Subject to availability of infrastructure and other facilities at Nandi Vishwavidyalaya, students mobilized by Kammavari Sangham Institute of Technology and undergoing various programs at Nandi Vishwavidyalaya can take up appropriate projects which may be required as part of Academic requirement at Kammavari Sangham Institute of Technology, If required, such projects can be carried out in co-ordination with the associated faculty from Kammavari Sangham Institute of Technology.
- v. This agreement made for **three years (3 yrs.)** which is renewable with review meetings. Either party can cancel or terminate this Agreement by giving an advance notice of two (2) months to the other with justification for such act.

## 6. Course Deliverables:

- i. The programs offered, duration and fee structure would be amended as appropriately with mutual agreements.
- ii. Nandi Vishwavidyalaya will follow its standard methodologies related to quality norms of conduct, student attendance, student feedbacks, internal assessments, examination, evaluation, certification, resulting to effective delivery of course content and competence building of the participant.



- iii. The list of programs can vary from time to time and courses shall be added / deleted based on mutual convenience, in discussion by both the parties.
- iv. Subject to availability of adequate infrastructure & facilities, Nandi Vishwavidyalaya may conduct tailor made courses apart from regular programmes. Part of programmes may also be conducted at Kammavari Sangham Institute of Technology premises or any other mutually agreed place with other associated activities conducted at Nandi Vishwavidyalaya.
- v. The minimum & maximum student batch size for commencing a batch will be decided on mutually agreed numbers and it is as per the available seating capacity at Nandi Vishwavidyalaya, Nandi Toyota.
- vi. The technical support in terms of presentations and publicity material shall be provided by Nandi Vishwavidyalaya.
- vii. The duration of programme per day is flexible to suit the requirements of both the Institutions and will be in mutual consultation.
- viii. Nandi Vishwavidyalaya is open to conduct week end courses i.e., on Saturdays and Sundays with mutually agreed terms.

#### **7. Course Fee and mode of payment:**

- i. The program fee is as per the choice of program and duration, for regular programs.
- ii. Any changes in program fee in future will be communicated.
- iii. For regular programmes, Kammavari Sangham Institute of Technology shall organize upfront collection of fee from the students and arrange remittance to Nandi Vishwavidyalaya.
- iv. Payments shall be made in favor of the "Motor World Private Limited", the registered entity of Nandi Vishwavidyalaya. Motor World Private Limited will issue appropriate invoice/ receipt.
- v. Nandi Vishwavidyalaya shall prepare a consolidated list of students enrolled to the different courses by Kammavari Sangham Institute of Technology and forwarded a copy to Kammavari Sangham Institute of Technology as and when the processes of admission for the respective courses are completed.

- vi. For Tailor made programmes course fee will be decided by the type of programme and number of days subject to a minimum of 25 students in a batch.
- vii. Kammavari Sangham Institute of Technology fully understands that the fees charged is a fair estimate of the expenditure incurred by Nandi Vishwavidyalaya for utilizing the infrastructure, designing & developing the programme content & hardware.

### **8. Communication.**

All communications under this agreement or in connection herewith, shall be given to the respective parties as follows:

To,  
Principal / HOD (ME)  
Kammavari Sangham Institute of Technology,  
#14, Kanakapura Rd,  
Raghuvanahalli,  
Bangalore City Municipal Corporation Layout,  
Bengaluru, Karnataka-560109.

To,  
Dean,  
Nandi Vishwavidyalaya,  
Nandi Toyota  
Motor World Pvt. Ltd  
#46/3A, 7<sup>th</sup> Mile, Kudlu gate, Hosur Road,  
Bengaluru, Karnataka-560068.

### **9. Review Meetings:**

For smooth and efficient functioning and implementation of the MoU, both the parties shall meet periodically, or on mutually agreed dates to reviews and future actions.

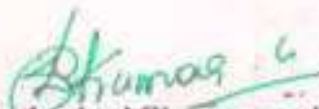


**KAMMAVARI SANGHAM INSTITUTE OF TECHNOLOGY  
DEPARTMENT OF MECHANICAL ENGINEERING  
BENGALURU  
&  
NANDI VISHWAVIDYALAYA,  
NANDI TOYOTA,  
MOTOR WORLD PRIVATE LIMITED  
BENGALURU**

In witness whereof those present have been entered hereto, on Eighteenth day of September, 2021 herein.

*For*

*Kammavari Sangham Institute of Technology*

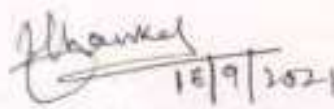
  
*(Authorized Signatory with Seal)*  
PRINCIPAL  
K.S. INSTITUTE OF TECHNOLOGY  
BENGALURU - 560 109.  
**Name: DR. DILIP KUMAR K**  
**Designation: Principal / Director**  
**Date: 18-Sep- 2021**

*For*


*Nandi Vishwavidyalaya*

  
*(Authorized Signatory with Seal)*  
Cdr Tharian Koshy  
Dean  
Nandi Vishwavidyalaya  
Nandi Toyota  
Motor World Pvt. Ltd.  
**Name: CDR THARIAN KOSHY**  
**Designation: Dean**  
**Date: 18- Sep- 2021**

*Witness*

Signature:   
Name: Dr. UMASHANKAR M  
Designation: Head of the Department  
Department of Mechanical Engineering

*Witness*

Signature:   
Name: P RAJENDRAN  
Designation: Head of Department  
Department of Automobile Engineering



# TOYOTA DI NATIONAL SKILL CHAMPIONS

ER

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INNER





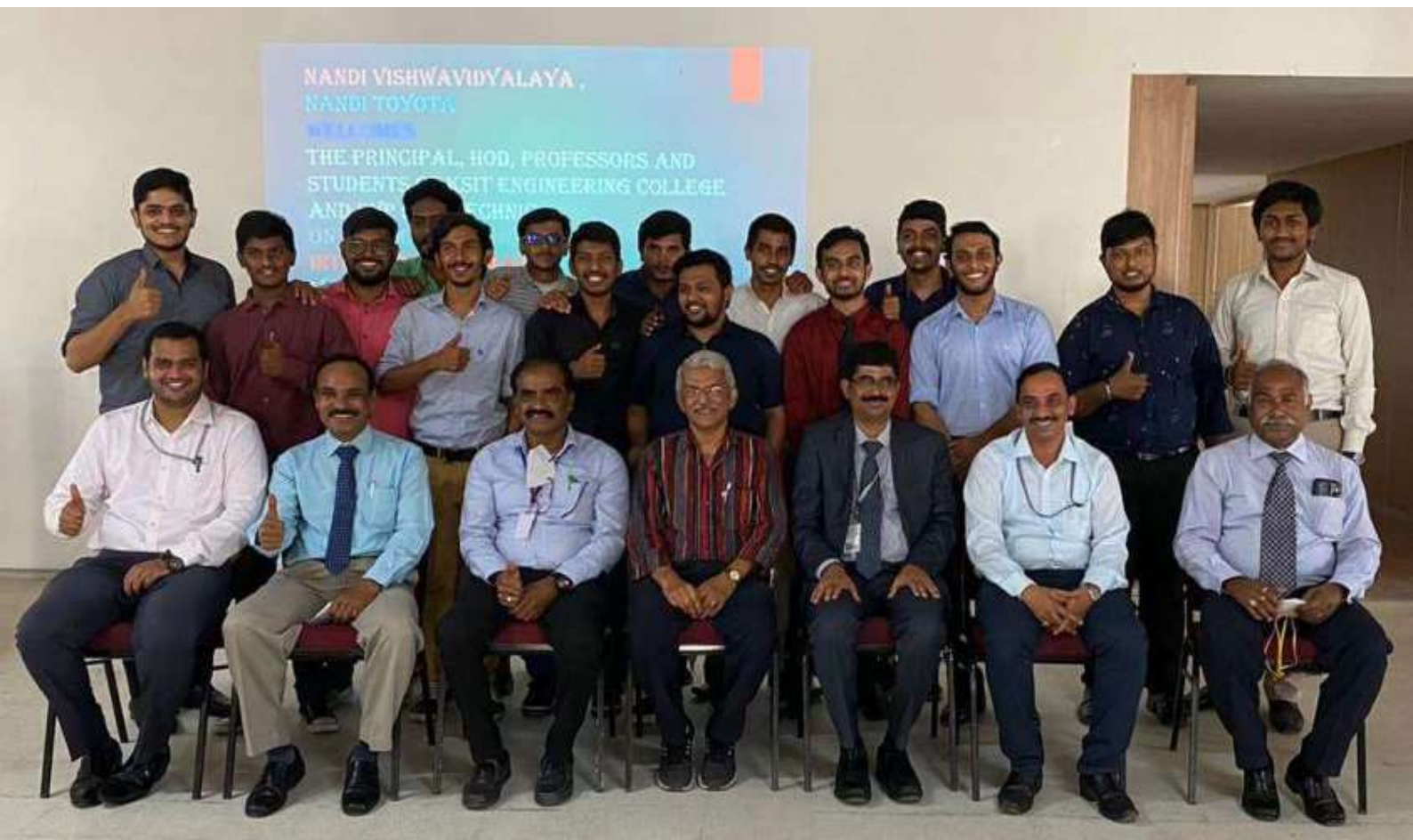




NANDI VISHWAVIDYALAYA,  
NANDI TOYOTA  
WELCOMES

THE PRINCIPAL, HOD, PROFESSORS AND  
STUDENTS OF KSIT ENGINEERING COLLEGE  
AND PVP POLYTECHNIC  
ON THE OCCASION OF  
**INTERNSHIP PROGRAM**  
VALEDICTORY FUNCTION  
18 SEP 2021

NANDI TOYOTA





Kammavari Sangham (R) 1952  
K.S. GROUP OF INSTITUTIONS

ಕೆ.ಎಸ್. ತಾಂತ್ರಿಕ ಮಹಾವಿದ್ಯಾಲಯ

**K.S. INSTITUTE OF TECHNOLOGY**

Accredited By NAAC

# 14, Raghuvanahalli, Kanakapura Road, Bengaluru - 560 109.

Tel : 080 28435722 / 24, Fax : 080 28435723

E-mail : principal.ksit@gmail.com / principal@ksit.edu.in | website : www.ksit.edu.in

## MEMORANDUM OF UNDERSTANDING

*Between*

**K.S INSTITUTE OF TECHNOLOGY BENGALURU and GOVT. TOOL ROOM AND  
TRAINING CENTRE – KANAKAPURA**

Date: - 10/03/2021

### 1. BACKGROUND

This MoU is for the benefits of students for Mechanical / Mechatronics / Automobile / Tooling / High Precision Manufacturing / Renewable Energy Industries. This MoU is for the conducting internship Training, Projects, Workshop, Seminar, Faculty Development Programme and Industry-Institute Interactions, Under Taking the following Branch's

- I. Mechanical Engineering.

#### 1.1. BENEFITS TO THE K.S INSTITUTE OF TECHNOLOGY, BENGALURU

- i. Opportunity to emerge as one of the competent entities in the academic circles in research and development in the area of Mechanical Engineering;
- ii. Opportunity to be recognized by the industry and academic circles as one of the preferred locations for acquiring training and skills development in latest technology Machine Tools and software.
- iii. Opportunity to utilize the Program to train students on Latest Technology Machine Tools, Software products and technologies.



K.S. INSTITUTE OF TECHNOLOGY

Approved by AICTE , New Delhi & Affiliated to VTU, Belagavi, Karnataka



- iv. Opportunity for the faculty and students of K.S INSTITUTE OF TECHNOLOGY, BENGALURU to design world class curriculum capable of delivering the caliber of Mechanical Engineering skills required at present and also for the future
- v. Students will get 20% discount in course fees, provided with minimum batch quantity of 20 No's and Fees will be directly deposited to GTTC through institutes.

## 1.2. BENEFITS FROM GOVT. TOOL ROOM AND TRAINING CENTRE – KANAKAPURA.

- i. Students and faculty will get the technical support on latest technology along with paper presentations and live projects.
- ii. Students and faculty will get the coding level workshop program, CNC programming and coding on latest technologies and workshop program will be on hands on work.
- iii. GOVT. TOOL ROOM AND TRAINING CENTRE – KANAKAPURA will support for student final year academic project with training and development on as per student problem statement and also latest technology.

## 2. MONITORING OF IMPLEMENTATION

A Co-ordination Committee consisting of two faculty members of K.S INSTITUTE OF TECHNOLOGY, BENGALURU and two officers nominated by GOVT. TOOL ROOM AND TRAINING CENTRE – KANAKAPURA will do the planning and monitoring of the implementation of the various aspects of this MoU. There will be an annual review. This review would primarily focus on the curriculum progress, faculty availability and certification.

### 2.1 GENERAL

- i. This MoU may be terminated by either party through a notice of one month. Either party may terminate this MoU if either of the parties is frustrated by reasons beyond



- ii. It's control from going ahead with the implementation of the provision of this MoU. The provisions contained in Clauses 5 ("Intellectual Property Rights"), 6 ("Limitation of Liability") and 7 will survive any such termination.
- iii. Neither parties will make any presentations pertaining to the other or its business or affairs, without the express written consent and approval of other.
- iv. It is understood that during the course of this MoU it may be necessary for either party to disclose confidential/proprietary information to the other.  
The disclosure of any such information or data between the parties shall be made pursuant to an executed Confidentiality Agreement.
- v. All costs incurred by a party pursuant to this MoU shall be borne by the party who incurred the costs.
- vi. There shall be no liability on the part of any party to the other arising from the termination of this MoU.
- vii. This MoU is not binding on either of the parties hereto, except as specifically set out hereto. This MoU is intended to express the broad understanding of the parties and as a broad framework for working together on a specific opportunity as detailed herein.
- viii. The terms of the applicable software license agreements and terms relating to confidentiality under this MoU shall survive the term of the MoU.
- ix. Neither party may use the other's corporate name or any trade mark or name or any other items or assets protected by intellectual property rights, including but not restricted to, use in any promotional material, press releases, advertisements, communications, stationery, web sites, or the like.
- x. Neither party will disclose the existence, or the terms and conditions, of this MoU or any information connected with it or any information received from the other or otherwise during the implementation of this MoU or its subsequent amendments, if any, except as may be required by law or on a strictly "need-to-know" basis for the purpose of implementing this MoU, or its subsequent amendments, if any, unless express prior written consent of the other party shall have been obtained in advance.





- xi. Save for their respective rights and obligations relating to Intellectual Property Rights (including the ownership of the Intellectual Property) as mentioned in Clause herein above, neither party is liable to the other for any damages or claims.
- xii. Unless previously consented to by both parties, there shall be no assignment of any interest under this MoU by any party hereto.

## SUMMARY:

- ❖ *GOVT. TOOL ROOM AND TRAINING CENTRE - KANAKAPURA* recognizes the significance of the Principal of *KS GROUP OF INSTITUTIONS, BENGALURU* initiative to be the leader in the field of Tooling and High Tech Technology related academia in the country.
- ❖ *GOVT. TOOL ROOM AND TRAINING CENTRE - KANAKAPURA* proposes to make available the appropriate technology and expertise to develop *K.S Institute Of Technology, BENGALURU* position as a leading institute providing high quality skilled resources. This Memorandum of Understanding is intended to express the broad understanding of the parties regarding their working with each other to the extent possible for their mutual benefit.

  
PRINCIPAL  
Signature with seal & date  
K.S INSTITUTE OF  
TECHNOLOGY, BENGALURU

  
PRINCIPAL  
Govt. Tool Room & Training Centre  
Signature with seal & date  
GOVT. TOOL ROOM AND TRAINING CENTRE,  
KANAKAPURA









ELITE - TECHNO  
GROUPS

Inspiring young generations.

16

## MEMORANDUM OF UNDERSTANDING

The memorandum of understanding may be treated as an official agreement to the terms and conditions understood between **Elite Techno Groups, Jaipur** (Herein referred as "Party of the first part") and **K.S.Institute of Technology, Bengaluru** ("Party of second part"). As per the negotiations held between the two parties on Date- 16/05/2018, the following things are agreed upon:

- Party of first part will conduct **4 weeks Internship and Training Program**
  - Onsite - Statics, Dynamics and Designing- 7 Days;
  - Onsite - Fabrication of complete vehicle by Participants- 7 Days;
  - Onsite - Rigorous Testing of the vehicle- 1Day;
  - In house - Industrial Design Project completion by Participants- 13 Days) on EV Dynamics and Designing in association with Party of second part.
- The fee of the Internship and Training will be (Rs. 9830 + 18% GST = 11600/-) per participant inclusive 18% GST, kit and certificate for all the participants.
- Party of first part will provide complete technical support to all teams participating in engineering design and race competition of Party of second part.
- Party of first part will provide **12% per participant (Rs.1180/-)** to party of second part for infrastructural support.
- Party of first part will provide Internship Certificates to all participants accredited from **International Organisation of Standardisation, United Kingdom.**
- Party of first part will provide complete sponsorship for patenting of **Unique Ideas by students in the ownership of Student and Institute.**
  - To make it a national level training and to promote the host college, party of first part will update the event on its official website, upload promotional post on Facebook (23000 followers) twitter, Instagram etc.
- Party of first part will personally invite students from all over the globe by email (2 Lacs + student database), posters, bulk SMS etc.
- Party of second part will provide seminar hall (Day 1-7), Workshop space to perform practical session from (Day 8 to 15) for the 15 day training and internship to the Party of first part.
- Publicity of the event will be carried out by both the parties with mutual understanding.

Authorized Signature: -

Party of First part

Party of Second Part

PRINCIPAL

K.S. INSTITUTE OF TECHNOLOGY  
BENGALURU - 560 109

Elite Techno Groups

18, Jaipur Electronic Market

IdhiSidhi Circle, Gopalpura Bypass,

Jaipur (302018) (Rajasthan)

Website: www.elitetechnogroups.com

Contact: +91-7747633665 +91-9214433665





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## MEMORANDUM OF UNDERSTANDING

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The memorandum of understanding may be treated as an official agreement to the terms and conditions understood between **Elite Techno Groups, Jaipur** (Herein referred as "Party of the first part") and **K.S.Institute of Technology, Bengaluru** ("Party of second part"). As per the negotiations held between the two parties on Date- 16/05/2018, the following things are agreed upon:

- Party of first part will conduct 7/15 Day Training Program on EV Dynamics and Designing in association with Party of second part.
- The training shall be held from **1<sup>st</sup> to 15<sup>th</sup> July, 2018 (15 Day)** or **16<sup>th</sup> to 22<sup>nd</sup> July, 2018 (7 Day)**
- The fee of the training will be Rs. 9830 + 18% GST = 11600/- (15 Day) and Rs. 3813 + 18% GST = Rs. 4500/-Rupees (7 Day) per participant inclusive 18% GST, kit and certificate for all the participants.
- Party of first part will provide complete technical support to all teams participating in engineering design and race competition of Party of second part.
- Party of first part will provide 12% per participant (Rs. 1180/- for 15 Day) and (Rs. 457/- for 7 Day) to party of second part.
- To make it a national level training program and to promote the host college, party of first part will update the event on its official website, upload promotional post on Facebook (23000 followers) twitter, Instagram etc.
- Party of first part will personally invite students from all over the globe by email (2 Lacs + student database), posters, bulk SMS etc.
- The amount if collected by the Party of second part shall be submitted to Party of first part on the first day of the training program.
- Party of second part will provide seminar hall (Day 1-7), Workshop space to perform practical session from (Day 8 to 15) for the 15 day workshop to the Party of first part.
- Party of second part will provide seminar hall (Day 1-7), Workshop space to perform practical session on (Day 7) for the 7 day workshop to the Party of first part.
- Publicity of the event will be carried out by both the parties.

Authorized Signature: -

Party of First part

Party of Second Part





## MEMORANDUM OF UNDERSTANDING



**THIS MEMORANDUM OF UNDERSTANDING** executed at Bangalore, India on this Day of 16<sup>th</sup> December 2016, by and between:

### **1. eXergy Heating Solutions Pvt. Ltd**

eXergy Heating Solutions Pvt. Ltd ,incorporated under the Companies Act.1956 and having its Office at No. 34, Govardhan garden, Opposite to Delhi Public school, Yelachnahalli Kanakapura Main Road, Bangalore – 560 062, India, hereinafter, referred as “eXergy” as the party of the **FIRST PART**

**AND**

### **2. K.S.Institute of Technology**

An academic Institution located at #14, Raghuvanahalli, Kanakapura Main Road, Bengaluru-560 109, India and referred to as “KSIT” as the party of the **SECOND PART**.

WHEREAS KSIT is actively **engaged** in providing second party/contract services related to Engineering, Research & Development etc.

AND WHEREAS eXergy is a company that provides Engineering Services and Solutions across the globe.

WHEREAS, both eXergy and KSIT realize their potential and strengths and agree to work on a common platform to their mutual benefit.

Both the parties agree to the following terms of association and understanding.



## MEMORANDUM OF UNDERSTANDING



### I. SCOPE OF COOPERATION:

1. KSIT will provide need based Technical services to eXergy Heating Solutions Pvt. Ltd
2. eXergy Heating Solutions Pvt. Ltd will provide assistance and support to KSIT UG/PG/Ph.D students to undertake project work.
3. The terms of cooperation for each specific activity implemented under this Memorandum of understanding shall be mutually discussed and agreed upon in writing by both parties prior to the initiation of that activity.

### II. EXCLUSIVITY CLAUSE:

Both parties agree that the technical information involved should not be disclosed. To publish the details of the technical work or for patenting, prior permission in writing should be taken from both the parties.

### III. USAGE OF LOGO:

Usage of eXergy Heating Solutions Pvt. Ltd logo or KSIT logo shall be with the prior approval of eXergy Heating Solutions Pvt. Ltd and KSIT

### IV. RENEWAL, TERMINATION AND AMENDMENT:

This MOU shall be valid for an initial period of 3 years, subject to further extension of time as mutually agreed. However, both the parties reserve the right to terminate this MOU during the period of validity by serving six months' notice.

### V. LEGAL JURISDICTION:

This MOU is subjected to the prevailing Indian Laws. In the event of any portion of the agreement not being tenable / enforceable under the prevailing laws, only such portions of the agreement shall stand affected and the other portions of the agreement shall remain relevant and unaffected. The Legal jurisdiction of the Courts shall be in Bangalore, India.



**MEMORANDUM OF UNDERSTANDING**



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**IN WITNESS WHEREOF, THE PARTIES HEREIN, HEREUNTO SET THEIR HANDS UNTO ON THE DAY, MONTH AND YEAR ABOVE MENTIONED IN THE PRESENCE OF THE FOLLOWING WITNESSES:**

**Mr. Nemachandra D**  
**Executive Director**  
For and on behalf of  
**eXergy Heating Solutions Pvt. Ltd,**  
**Bangalore**

**Dr. T.V. Govindaraju**  
**Principal & Director**  
For and on behalf of  
**K.S. Institute of Technology,**  
**Bangalore**

**Witness.**  
**Mr. Nikhil.S.S**  
Engineer,  
eXergy Heating Solutions Pvt. Ltd,  
Bangalore

**Witness**  
**Dr. Rama Narasimha.K**  
Prof & HOD, Mechanical Engg  
KSIT, Bangalore