

## MEMORANDUM OF UNDERSTANDING

This Memorandum Of Understanding made at Bangalore on 01/6/2019, 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> T 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

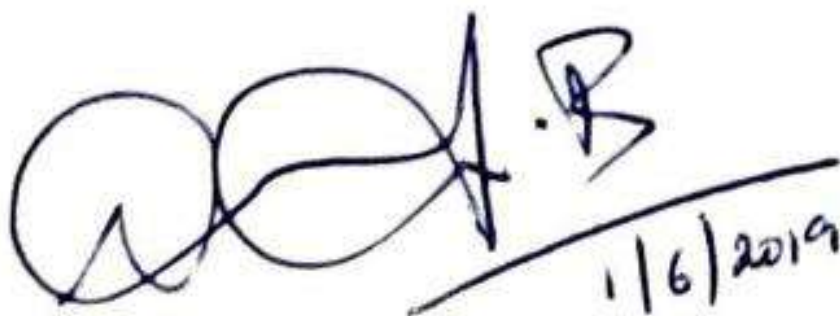
**K. S INSTITUTE OF TECHNOLOGY**, Kanakapura Road, Bangalore - 560109.

**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.

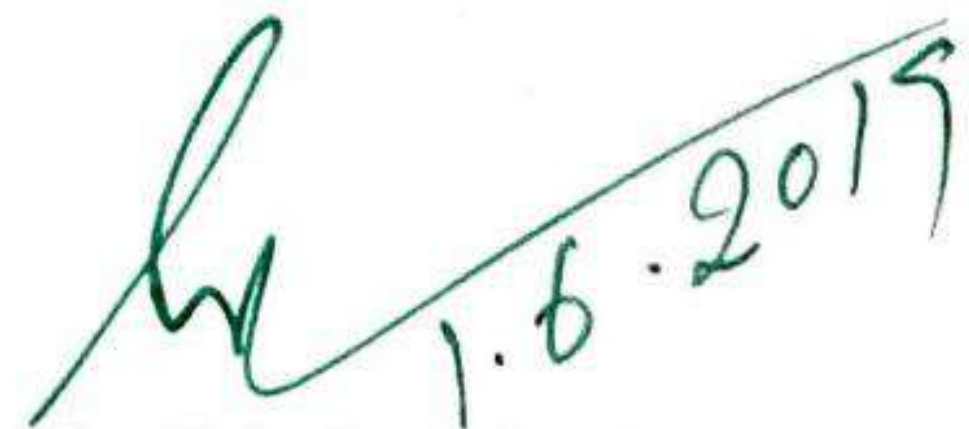
### **WITNESSETH AS FOLLOWS**

- 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.



1/6/2019

**Mr. Niranjan Balaji**  
Managing Director, Rapsol Technologies Pvt Ltd  
Jayanagar 4<sup>th</sup> T Block  
Bangalore - 560041



1.6.2019

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

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

## 1. Scope of MOU:

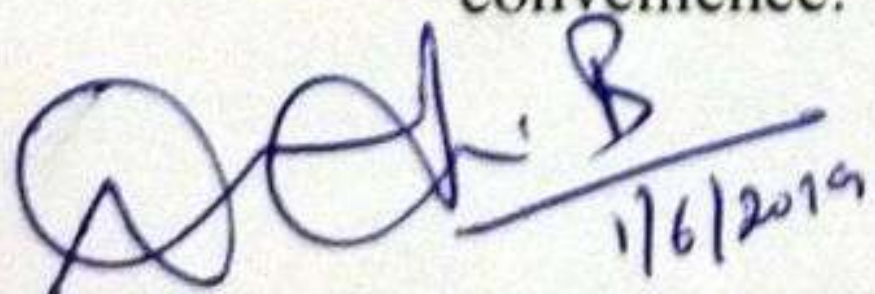
- The scope of this MOU is to provide a framework of reference to build a strong and on-going relationship between KSIT and RAPSOL TECHNOLOGIES PVT Ltd in various areas of mutual interest and benefit.
- The primary goals are
  - Conducting Faculty Development Program (FDP) , Conducting Workshops, Events/ Training Modules / Internship Programs On Web Technologies, Programming Languages and CAD / CAE Software for the benefit of Students and / Faculty.
- KSIT and RAPSOL TECHNOLOGIES PVT LTD 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.
- KSIT shall be represented by Principal along with the team of designated faculty members as and when necessary.
- RAPSOL TECHNOLOGIES PVT LTD shall be represented by Mr. Niranjana Balaji, Managing Director.
- 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.

## 2. 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.

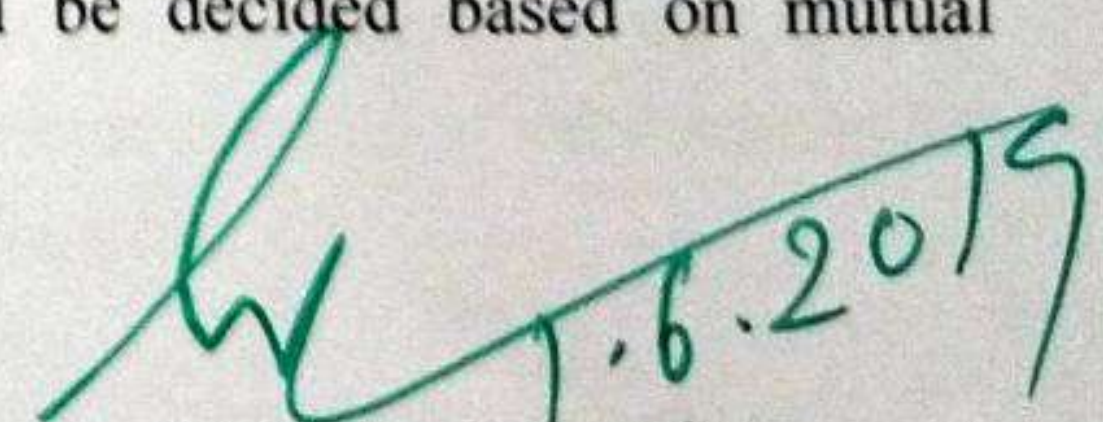
## 3. Responsibilities of RAPSOL TECHNOLOGIES PVT LTD:

- a. To promote innovation and entrepreneurship among students.
- b. To train and / conduct Internship programs for KSIT students on latest, advanced and cutting edge technologies and / CAD and CAE Tools in the KSIT campus and / in RAPSOL TECHNOLOGIES PVT LTD's office space.
- c. 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.



1/6/2019

**Mr. Niranjana Balaji**  
Managing Director, Rapsol Technologies Pvt Ltd  
Jayanagar 4<sup>th</sup> T Block  
Bangalore – 560041



1.6.2019

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

#### 4. Joint responsibilities of KSIT and RAPSOL TECHNOLOGIES PVT LTD

- a. KSIT and RAPSOL TECHNOLOGIES PVT LTD jointly agree:
  - i. To closely work together to bring paid Workshop, Training, Internship opportunities for colleges nearby. The workshop will be technically supported by RAPSOL TECHNOLOGIES PVT LTD. Travel and accommodation of the trainers/trainees will be taken care either by college or RAPSOL TECHNOLOGIES PVT LTD decided on case to case basis.
  - ii. In case of additional funding required to develop expertise on consulting, KSIT and RAPSOL TECHNOLOGIES PVT LTD will put up joint project proposal for funding by government or any other agencies.
  - iii. To work towards success of project and relationship fostering between both the parties.
  - iv. To enter into a separate non-Disclosure agreement to safeguard and protect other's data confidentiality and other interests.

#### 5. Terms and Termination:

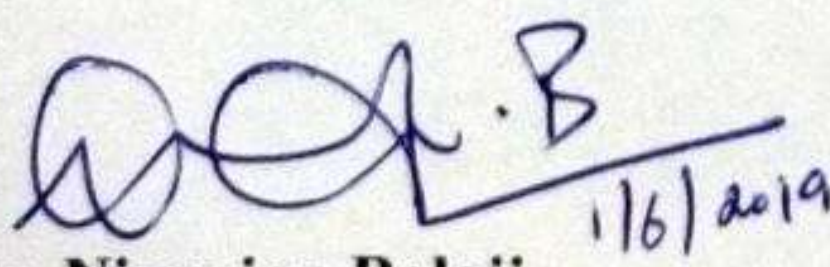
- a. This MoU shall come into effect from 1<sup>st</sup> day of June 2019, and shall remain in effect for a period of Two Years. After a period of Two Years, MOU can be further extended on mutual agreement.
- b. Either Party shall have the right to terminate this MoU by giving ninety (90) days prior written notice to the other Party.

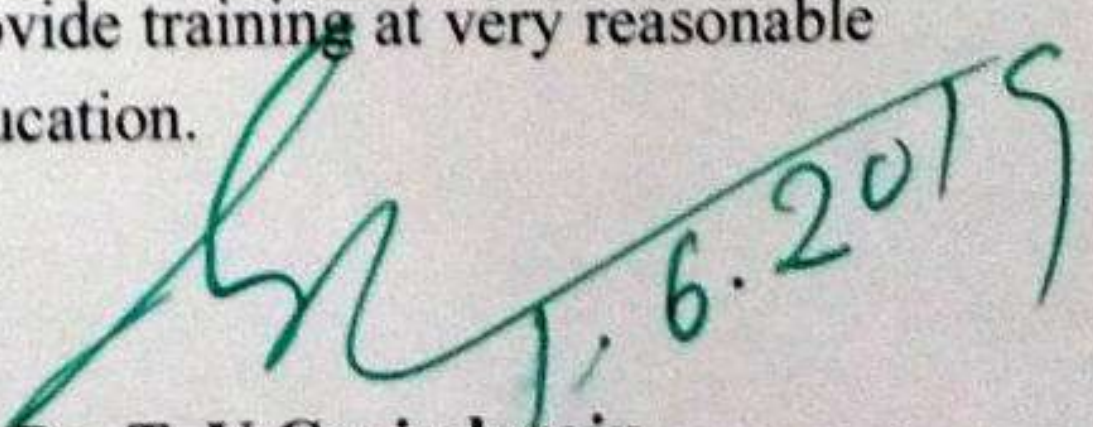
#### 6. Confidentiality:

- a. 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 or similar importance
- b. The obligations of confidentiality shall come into effect upon the signing of this MoU shall survive even after the termination of this MoU.

#### 7. Commercials:

- a. The commercials for each consulting, Training / Internship opportunity shall be:
  - i. Courses like Full Stack Development, MEAN / MERN Stack Development, Web Development, Machine learning, Data Sciences, CAD, CAE are very high in demand and is highly paid in the Market. However, in the interest of the students RAPSOL TECHNOLOGIES PVT LTD will provide training at very reasonable rates without compromising on the quality of education.

  
**Mr. Niranjan Balaji**  
Managing Director, Rapsol Technologies Pvt Ltd  
Jayanagar 4<sup>th</sup> T Block  
Bangalore – 560041

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

ii. Here is the mutually agreed fee structure:

1. Training fee structure will be jointly fixed by both the parties.
2. The cost for the Boards / kits other training materials shall be charged to the students. (Laptops / computers shall be arranged by students itself if it is carried out in rapsol technologies premises).
3. All the revenues generated from the prescribed course fees can be handed over to rapsol technologies Pvt Ltd as per the agreed program fees, with 50% in advance 50% balance after the program completion.

## 8. Intellectual Property rights:

- a. This policy assures that the intellectual property arising from this agreement is used in the best interest of both parties.
- b. If any projects done by students under the guidance of RAPSOL TECHNOLOGIES PVT LTD result in an IP. it will be shared between the 3 parties ie., between Student's, KSIT and RAPSOL TECHNOLOGIES PVT LTD.
- c. 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 RAPSOL TECHNOLOGIES PVT LTD.
- d. Both Parties shall retain their respective rights with respect to any equipment, methodologies, tools and technologies provided hereunder for the purpose of this MOU. Both Parties will ensure that such equipment, methodologies, tools and Technologies are used solely for the purpose set out in this MOU.

## 9. Arbitration:

- a. 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 appointed will appoint a third arbitrator to whom the dispute will be referred for resolution. The arbitration proceedings shall be in English and held in Bangalore and in accordance with the Arbitration and Conciliation Act 1996 and as amended from time to time.



11/6/2019

**Mr. Niranjan Balaji**  
Managing Director, Rapsol Technologies Pvt Ltd  
Jayanagar 4<sup>th</sup> T Block  
Bangalore – 560041



1.6.2019

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

# Rapsol Technologies Pvt. Ltd



## 10. Governing Law and Jurisdiction:

- a. 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.

## 11. Non Solicitation:

- a. KSIT shall not directly or indirectly solicit or cause to be solicited the employment of any employee of RAPSOL TECHNOLOGIES PVT LTD, who is involved in the performance of its obligations under this MoU.

## 12. Binding:

- a. This MoU shall be binding on the Parties.
- b. The Parties hereby acknowledge that this MoU is confined to the general terms agreed between the Parties for mutual cooperation.

## 13. Entire Understanding:

- a. 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 agreement whether written or oral, relating thereto.

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

**RAPSOL TECHNOLOGIES PVT LTD**

In the presence of,

**Mr. Niranjan Balaji**

Managing Director, Rapsol Technologies Pvt Ltd  
Bangalore 560041

Date: 1/6/2019

Place: Bangalore

Witness

SIGNED AND DELIVERED by within

Named Second Party

**K S INSTITUTE OF TECHNOLOGY**

In the presence of,

**Dr. T. V Govindaraju**

Principal, KSIT  
Bangalore 560109

Date: 1/6/2019

Place: Bangalore

Witness

MEMORANDUM OF UNDERSTANDING

BETWEEN

INTERNATIONAL INSTITUTE OF INFORMATION  
TECHNOLOGY -HYDERABAD FOUNDATION  
(IIT-H Foundation)

AND

K S INSTITUTE OF TECHNOLOGY  
BANGALORE

This Memorandum of Understanding ("MOU") is entered into and effective as of 23<sup>rd</sup> January Two Thousand and Nineteen (Effective Date) by and between:

M/s. International Institute of Information Technology-Hyderabad Foundation (formerly known as Banyan Intellectual Initiatives), a Society registered under the AP Societies Registration Act, 2001 with its principal office situated at International Institute of Information Technology-Hyderabad, Gachibowli, Hyderabad - 500 032, Telangana; represented by the Chief Operations Officer, Shri. Ramesh Loganathan (hereinafter referred to as the "IIIT-H Foundation", which term shall, unless repugnant to or inconsistent with the context mean and include its directors, office bearers, successors in interest, legal representatives, nominees, and permitted assigns) being the party **OF THE FIRST PART;**

**AND**

M/s. Kammavari Sangha Institute of Technology represented by The Principal, (Designated Partner) (hereinafter referred to as KSIT, which term shall, unless repugnant to or inconsistent with the context mean and include its directors, office bearers, successors in interest, legal representatives, nominees, and permitted assigns) being the party **OF THE SECOND PART.**

**WHEREAS:**

A. IIIT-H Foundation is a business incubator committed to the mission of being the thought leader in new age technologies like visual informatics, data engineering, machine learning, medtech technologies, language technologies, gaming and robotics. Its focus is in providing startups with advisory services in areas of company strategy, fund raising, product design and development, technology, marketing, sales, human resources, building communities, seeding ecosystem and supporting startups working on technologies

K. S. Institute of Technology (KSIT) established in the year 1999 by the Kammavari Sangham with a commitment to provide value based Technical Education. The Objective of KSIT is to impart quality education to students and enable them to develop the abilities of problem solving, creative thinking and adaptability in their chosen field. The Institution has Well-Qualified, Experienced & Dedicated faculty members. KSIT has excellent laboratories for practical training, state of the art computing facilities and spacious classrooms with good infrastructure. KSIT is in the process of expanding its Product R&D, Start-up Incubation activities. It would like to collaborate with IIIT-H foundation in areas of common interest in these activities.

The two institutes have decided to collaborate in the following manner:

## 1. Objective of the MoU:

Parties hereby agree to partner with each other to support the KSIT product R&D and startup incubation program and form a broad understanding with the following responsibilities.

- a) Each Party shall appoint a representative to coordinate the Program on its behalf. Such appointed representative will periodically review the activities and identify ways to strengthen cooperation between the two Parties for meeting the objectives of this MOU. Whenever required, they will seek approval from their respective organizations.
- b) The identified representative shall be responsible for the management of engagements, agenda and tasks, communication with partners/participants/startups, meetings and reporting and preparation of any agreement and its implementation thereof.
- c) Both the institutions agree to have joint research activities as well as exchange of students and faculty as and when required and on a case to case basis

### Responsibilities of IIIT-H

- a) IIIT H to provide guidance on mentoring frameworks for startups and setting up of resident incubator. This could extend to Faculty Development Programs with substantial focus on technology.
- b) IIIT H To encourage regular/facilitated engagement programs in the areas of Idea Validation, go to market programs etc.

### Responsibilities of KSIT

- a) KSIT to identify R&D work from the staff or students that can be candidates for potential collaboration with the IIIT-H foundation.
- b) For each identified candidate for collaboration, KSIT & IIIT-H would jointly examine what kind of collaboration will be possible. This could include:
  - a. Areas of collaboration with the faculty of IIIT H if there is an active interest.
  - b. Areas of common interest with other startups incubated by IIIT H.
  - c. When possible, training and guidance in areas where there is a gap.
- c) KSIT shall organize, manage and conduct events for the benefit and advancement in line with their mission to enable student startups.



2. Termination

Either Party shall have the right to terminate this MOU without assigning any reason, by giving a 30 (thirty) days written notice prior to date of termination.

3. Term of MOU

This MOU shall commence on Effective Date and shall, subject to the provisions of Clause 6 above, continue to be in effect for 3 (three) years from the Effective Date. Upon expiry of the period, the MOU can be renewed for successive period of 1 (one) year unless terminated by either party through notice in writing or communication ensuring evidence and date of receipt.

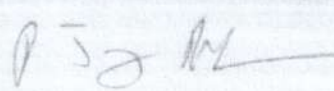
IN WITNESS WHEREOF, the parties hereto have executed this MOU by persons duly authorized as of the date and year first above written

<p>For International Institute of Information and Technology - Hyderabad Foundation</p> <p>Signature: </p> <p>Name: Prof. Ramesh Loganathan Designation: COO Address: International Institute of Information Technology-Hyderabad, Gachibowli, Hyderabad - 500 032, Telangana.</p> <p>Date: 23<sup>rd</sup> January 2019 Seal:</p> 	<p>For KSIT</p> <p>Signature: </p> <p>Name: Dr. T V Govindaraju Designation: Principal/Director Address: K S Institute of Technology Kanakpura road, Bangalore - 560 109 Karnataka</p> <p>Date: 23<sup>rd</sup> January 2019 Seal: </p>
---	--

Witnesses

1. 

1. Sri K. Venkatesh Naidu  
Hon. Secretary, KSGI, Bengaluru-560109

2. 

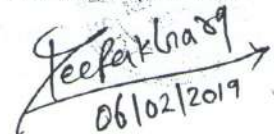
2. Dr. Joy Prabhakaran,  
KRP and Professor in ECE, KSIT

MOU/Expression of Interest

1. This Memorandum of Understanding is being executed on **6<sup>th</sup> February 2019** between **M/s ATS InfoTech Pvt.Ltd, Microsoft–AEP (Authorized Education Partner)** having its registered office at L-107, Lajpat Nagar-II, NewDelhi-110024 and represented by **Mr. Sandeep Giyyan Jjethani (Director Operations)**, hence for purpose of MOU known as '**Delivery Partner**' and **K S Institute of Technology ,Bengaluru** represented by **Dr.T.V.Govinda Raju (Principal Director)**, hence for purpose of MOU known as '**Resource Partner**'.
2. Delivery Partner would be offering International Certifications to the interested students from different vendors@ academic discounted price and those students who voluntarily pay the exam fees would be getting bundled training free of cost mapped to the certifications.
3. This MOU in no way creates any financial binding nor does it imply that 'resource partner' has committed to provide any fixed number of student's registrations per year for the certification exams /bundled workshops, the only commitment from their end is to provide platform to address students / seminar to educate and motivate them about the various certifications and subsequent permission for registering the students who are **voluntarily interested** for the same.
4. 1<sup>st</sup> 50 students of each department will be getting exam insurance under which if the student fails, he/she would have to just pay a nominal cost towards the 2<sup>nd</sup> attempt and for exam proctoring instead of paying the entire amount again.
5. Delivery Partner would bundle a '**free of charge**' faculty development Program once a year for the faculty members of the **resource partner**.
6. Delivery Partner would also **sponsor certification vouchers for faculty members** equivalent to 10% of the total students enrolled in academic year.
7. Delivery partner would also be bundling free subscription access for '**mentorr buddy.com**' for **assessment and post assessment support** mapped for both university curriculum and for aptitude test prep.
8. Students would be registering directly for the certification exam by making payment with M/s ATS Infotech Pvt Ltd or to SPOC appointed by the resource partner, either online or offline by chq/cash/DD, proper receipts would be issued for the same. Incase if the **resource partner** collects the payments, the same would have to be transferred to **delivery partner** max within 7 days, as exam vouchers can only be registered once payment is made. Students would be receiving a conformation mail of their voucher being booked and entitlement to free training/workshop, once they register either online or offline.
9. The fee charged is against Microsoft /other vendor Certification exam and all other services like training are complimentary / bundled free and cannot be linked anywhere with the release of payment to **delivery partner** (incase if the certification fees is collected by **resource partner**).
10. Student would be receiving their **transcript and certificates** for the exam directly in their

  
06/02/19

PRINCIPAL  
K.S INSTITUTE OF TECHNOLOGY  
BENGALURU - 560 119

  
06/02/2019

account in e-format, from the specific vendor like Microsoft /Oracle/Certiport etc. post successfully clearing the exam.

11. Resource Partner would be Provided **15% of the total number of students enrolled as 'Resource Utilization Fees'** against use of infrastructure and other resources for the bundled free training.
12. Resource Partner would provide necessary infrastructure within college, like lab's with Computers, LCD Projector's, internet etc. for the execution of the **free training** and conducting the **Certification Exam**.
13. Resource partner would allocate time slot either on weekends/holidays /regular slot for a min of 6-8 hrs. or as per mutual consent with delivery partner for execution of FREE training in their campus.
14. The duration of the training may increase as per the level of participants and shall not be linked with the release of payments.
15. The tenure of the MOU would be for a period of three years i.e. from **06/02/2019 to 05/02/2022**, same cannot be terminated before a period of one year from the date of signing of the MOU.
16. Prices of the certification are subject to yearly review and revision as per the policy of the Certification vendor and other state and govt taxes as and when applicable by the Govt of India. However, a proper communication would be provided, whenever there is impact on the same.
17. "**Resource Partner**" cannot hire or take services from any current full time /part time, ex- employee of the Delivery Partner either directly or indirectly for any full time or part time assignment for a minimum period of one year from the date of expiry of MOU.
18. "**Resource Partner**" must follow from time to time rules/regulation & operational protocols laid down by Microsoft/Certiport other international vendors for their respective certification.
19. The clause is intended to be legally binding and the parties agree and acknowledge that both the terms of MOU and the discussion relating to the collaborative activity are confidential and neither party will disclose them without the prior written consent of the other party.
20. **Resource Partner** would issue a letter of completion upon successful completion of the certification and bundled training program.
21. In case of any dispute ,or difference whatsoever arising between the parties out of or relating to the construction, meaning, scope, operation or effect of this MOU or the validity or the breach there of shall be settled by arbitration in accordance with the rules of arbitration of the Indian Council of Arbitration and the award made in pursuance there of shall be binding on the parties, however the court of jurisdiction would be Bengaluru.
22. Minimum batch size to run a free training/workshop bundled with Certification will be 50 students how ever in case the numbers are different, decision on the same would be as per mutual consent.

*[Handwritten signature]*  
06/02/19



*[Handwritten signature]*  
2.19  
PRINCIPAL  
K.S. INSTITUTE OF TECHNOLOGY  
BENGALURU - 560 109

*[Handwritten signature]*  
06/02/2019

For

K S Institute of Technology

*[Handwritten Signature]*  
13-2-19

**Dr.T.V. Govinda Raju**  
(Principal Director)  
K.S INSTITUTE OF TECHNOLOGY  
BENGALURU - 560 109

Authorized Signatory

Date: 13-2-19



Witness

Signature *B. Sub*  
(Dr. B. Sundareshan)

Date: 13-2-19

For

ATS Infotech Private. Limited.

*[Handwritten Signature]*

**Mr. Deepak Rajkumar Garg**  
(Business Development Manager)

Authorized Signatory

Date: 06/02/2019



Witness

Signature *[Handwritten Signature]*

Date: 18-02-19

*[Handwritten Signature]*  
06/02/19

*[Handwritten Signature]* [KUMAR]

23. Cost of certification Exam bundled with free workshop.

Sr no	Certification mapped free Workshop	Certification Exam Cost with one Attempt	College Share 'RUF'	Program Duration
1	Cross Platform Mobile App. Dev Mapped to <b>Microsoft MTA exam 98-735</b>	2880 + 18% GST	15% of the exam fees	30 hrs
2	Cyber and Mobile Security Mapped to <b>Microsoft MTA exam 98-367</b>	2880 + 18% GST	15% of the exam fees	30 hrs
3	IOT Mapped to <b>Microsoft MTA exam 98-361</b>	2880+ 18% GST	15% of the exam fees	30 hrs
4	Robotics Mapped to <b>Microsoft MTA exam 98-361</b>	2880+ 18% GST	15% of the exam fees	30 hrs
5	Big Data Mapped to <b>Microsoft MTA exam 98-364</b>	2880 + 18% GST	15% of the exam fees	30 hrs
6	Revit Architecture Mapped to <b>Autodesk Certification</b>	2880 + 18% GST	15% of the exam fees	30 hrs

*[Handwritten signature]*  
 02/02/19



*[Handwritten signature]*  
 13.2.19  
 PRINCIPAL  
 K.S. INSTITUTE OF TECHNOLOGY  
 BENGALURU - 560 109

**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").

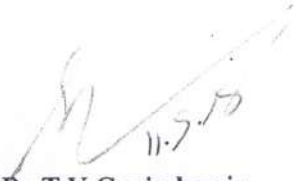
AND

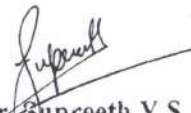
**TEQUED LABS PRIVATE LIMITED**-having its Registered Office - No 10, BSK 3rd Stage, Bangalore, Karnataka, India, 560085(hereinafter referred as "TEQUED LABS"):

**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

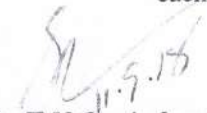
4. **Responsibilities of TEQUED LABS:**

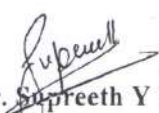
- To promote innovation and entrepreneurship among students.
- To train KSIT students on latest, advanced and cutting edge technologies in the KSIT campus.
- To provide a platform for students to exhibit their innovations at regional, national and international project competitions and hackathons.
- 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.

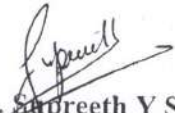
## 8. Commercial

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.

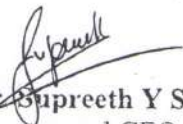
9.3 **KSIT**, its employees and the faculty / students are protected and indemnified from all liability arising from the development, marketing, or use of the particular intellectual property by **TEQUED LABS**

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.

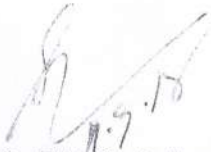
13. **Binding**

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.

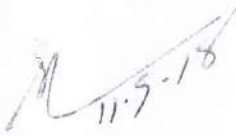
14. **Entire Understanding**

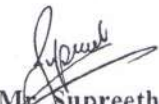
This MoU contains the entire understanding of the Parties with respect to the subject matter addressed herein and supersede, replace and merge all prior understandings, promises, representations and agreements, whether written or oral, relating thereto.

  
**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

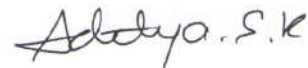
  
**Mr. Supreeth Y S**  
Director and CEO  
TEQUED LABS,  
Bangalore - 560085

Date: 4/9/18  
Place: Bangalore



Witnesses

Date: 14.09.2018  
Place: Bangalore



Witnesses