





## ಕೆ.ವಿಸ್. 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

Ref: KSIT/PO REVISED/2020-2021/TPO 010

Date: 22/06/2021

To, THE JV GLOBAL, No 96/2, 2nd Floor, Above Photo City, Sanjaynagar Main Road, Ashwathnagar, Bengaluru, Karnataka 560094

Dear Sir.

Sub: Purchase Order for PERSONALITY DEVELOPMENT TRAINING PROGRAM.

With reference to the above, we are pleased to place the order for PERSONALITY DEVELOPMENT TRAINING PROGRAM for 1st & 2nd Year Students at K.S.Institute of Technology, #14', Raghuvanahalli, Kanakapura Road, Bangalore – 109 as per the following specifications, terms & conditions.

#### Training Commercials

S.No	Training Description	Quantity	Rate	Amount .
1	Personality Development and Training Programme for 1st & 2nd Year.	460	20/Hour/Student (For 20 Hours Tentatively)	Rs 184000.00/-
2	GST	-	18 %	Rs 33,120.00/-
Grand Total AMOUNT IN WORDS: TWO LACS SEVEENTEEN THOUSANDS ONE HUNDRED TWENT				Rs 2,17,120.00/-

#### Terms & Conditions:-

- ✓ Training Dates for 1st & 2nd Year Students would be 8th, 9th, 10th, 12th& 13th /07/2021 per day 4 hours.
- Resource people should be same as mentioned during evaluation & approval.
- ✓ Pre-Assessment, Post Assessment to be conducted and the portal to be made available for unlimited usage for PDTP mock tests.
- Payment will be made on the actual number of students who have attended the company specific training program
- The training should happen online mode

#### Terms Payment:

✓ FULL PAYMENT TO BE MADE POST SATISFACTORY COMPLETION OF THE TRAINING.

Thanking you,

KAMMAVARI SANGHAM

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# MEMORANDUM OF UNDERSTANDING (MOU)

BETWEEN

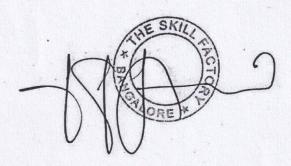
THE SKILL FACTORY

&

K.S INSTITUTE OF TECHNOLOGY

FOR

SKILL DEVELOPMENT TRAINING PROGRAMS





This Memorandum of Understanding (hereinafter called as the 'MOU') is entered into on this the May 24th — 2020, by and between THE SKILL FACTORY, THE FIRST PARTY represented herein by its Founder Director, Dr. Jacob Swamynathan (hereinafter referred as 'First Party', the company which expression, unless excluded by or repugnant to the subject or context shall include its successors — in-office, administrators and assigns).

#### AND

K.S INSTITUTE OF TECHNOLOGY, THE SECOND PARTY, and represented herein by its Prof Dr. Harish, (hereinafter referred to as "Second Party", institute which expression, unless excluded by or repugnant to the subject or context shall include its successors – in-office, administrators and assigns).

(First Party and Second Party are hereinafter jointly referred to as 'Parties' and individually as 'Party') as

#### WHEREAS:

- A) First Party is a Training Organization: **The SKILL FACTORY** is engaged in Skill Development of the student Community.
- B) First Party & Second Party believe that collaboration and co-operation between themselves will promote more effective use of each of their resources, and provide each of them with enhanced opportunities.
- C) The Parties intent to cooperate and focus their efforts on cooperation within area of Skill Based Training, Education and Research.

D) Both Parties, being legal entities in themselves desire to sign this MOU for advancing their mutual interests.

NOW THEREFORE, IN CONSIDERATION OF THE MUTUAL PROMISES IN THIS MOU, THE PARTIES HERE TO AGREE AS FOLLOWS:



# CLAUSE 1 CO-OPERATION

- 1.1 Both Parties are united by common interests and objectives, and they shall establish channels of communication and co-operation that will promote and advance their respective operations within the **Institution** and its related wings. The Parties shall keep each other informed of potential opportunities and shall share all information that may be relevant to secure additional opportunities for one another.
- 1.2 First Party and Second Party co-operation will facilitate effective utilization of the intellectual capabilities of the faculty of First Party providing significant inputs to them in developing suitable teaching / training systems, keeping in mind the needs of the industry, the Second Party.
- 1.3 The general terms of co-operation shall be governed by this MOU. The Parties shall cooperate with each other and shall, as promptly as is reasonably practical, enter into all relevant agreements, deeds as may be required to give effect to the actions contemplated in terms of this MOU. This MOU shall represent the entire understanding as to the subject matter hereof and shall supersede any prior understanding between the Parties on the subject matter hereof.

#### SCOPE OF MOU

- 2.1 The budding graduates from the institutions could play a key role in technological up-gradation, innovation and competitiveness of an industry. Both parties believe that close co-operation between the two would be of major benefit to the student community to enhance their skills and knowledge.
- 2.2 Curriculum Design: First Party will give valuable inputs to the Second Party in teaching / training methodology and suitably customize the curriculum so that the students fit into the industrial scenario meaningfully.

2.3 Skill Development Programs: First Party to train the students of Second Party on the emerging technologies in order to bridge the skill gap and make the mindustry ready.



- 2.4 Guest Lectures (Optional): First Party to extend the necessary support to deliver guest lectures to the students of the Second Party on the technology trends and in house requirements.
- 2.5 Faculty Development Programs (Optional): First Party to train the Faculties of Second Party for imparting training as per the industrial requirement considering the National Occupational Standards in concerned sector, if available.
- 2.6 Both Parties to obtain all internal approvals, consents, permissions, and licenses of whatsoever nature required for offering the Programme on the terms specified herein.
- 2.7 With this object Second Party has agreed to avail of the services of First Party and now both have mutually agreed to the following modules: (Attached with Proposal)
  - Technical Training Program Semester VII
  - Soft Skills

Semester I & Semester III

#### Training Cost

First Party offers Technical Training to Second Party's Semester VII students at a cost of INR 25/- per student per hour, inclusive of GST.

First Party offers Soft-Skills Training to Second Party's Semester I \* III students at a cost of INR 23/- per student per Hour, inclusive of GST.

• The Technical Training Program Duration - 30 Hours

Soft-Skills Training Duration

30 Hours

**Payment Terms:** 

The following are the payment guidelines for the training program:

To secure your participation, we require an advance payment of 25% before the start of the program. The balance shall be due within two days of completing the program.



## CLAUSE 3 INTELLECTUAL PROPERTY

3.1 Nothing contained in this MOU shall, by express grant, implication, Estoppel or otherwise, create in either Party any right, title, interest, or license in or to the intellectual property (including but not limited to know-how, inventions, patents, copy rights and designs) of the other Party.

## CLAUSE 4 VALIDITY

4.1 This Agreement will be valid from June 01,2020 until July 01,2022, it is expressly terminated by either Party on mutually agreed terms, during which period THE SKILL FACTORY, the First Party, as the case may be, will take effective steps for implementation of this MOU. Any act on the part of Training Partner or THE SKILL FACTORY, the First Party after termination of this Agreement by way of communication, correspondence etc., shall not be construed as an extension of this MOU.

Both Parties may terminate this MOU upon 15 calendar days' notice in writing. In the event of Termination, both parties have to discharge their obligations.



#### **CLAUSE 5 RELATIONSHIP BETWEEN THE PARTIES**

5.1 It is expressly agreed that First Party and Second Party are acting under this MOU as independent contractors, and the relationship established under this MOU shall not be construed as a partnership. Neither Party is authorized to use the other Party's name in any way, to make any representations or create any obligation or liability, expressed or implied, on behalf of the other Party, without the prior written consent of the other Party. Neither Party shall have, nor represent itself as having, any authority under the terms of this MOU to make agreements of any kind in the name of or binding upon the other Party, to pledge the other Party's credit, or to extend credit on behalf of the other Party.

Any divergence or difference derived from the interpretation or application of the MOU shall be resolved by arbitration between the parties as per the Arbitration Act, 1996. The place of the arbitration shall be at District Head Quarters of the First Party. This undertaking is to be construed in accordance with Indian Law with exclusive jurisdiction in the Courts of Bangalore.

AGREED:

First Party

Second Party

OF TEC

For K.S Institute of Technology,

Signatory

Authorized Signator

Witness 2:

Witness 1:

BENGALURU - 560 109